



11201 SE 8th St, Suite 200
Bellevue, WA 98004
Phone: (425) 896-3896

Order No.: **RC 40236167**

**FIFTH
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE A**

1. Effective Date: December 2, 2020 at 8:00 a.m. Commitment No.: RC 40236167

2. Policy or Policies to be issued:

ALTA HOMEOWNER'S (EAGLE) POLICY (2-3-10)

PROPOSED INSURED: JANET BUTTENWIESER AND MATTHEW WILEY, A MARRIED COUPLE

AMOUNT:	\$3,650,000.00
PREMIUM:	\$5,783.00
TAX:	\$ 584.08
TOTAL:	\$6,367.08

ALTA LOAN POLICY 6-17-06-PURCHASE MONEY LOAN RATE

PROPOSED INSURED: TO BE DETERMINED

AMOUNT:	\$ 0.00
PREMIUM:	\$ 0.00
TAX:	\$ 0.00
TOTAL:	\$ 0.00

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date hereof vested in:

The Heirs and Devisees of Clayton F. Nichols, deceased and Jack D. Nichols, Successor Trustee of The Bernice C. Nichols Family Trust, as their interest may appear

4. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto.

EXHIBIT "A"

**SOUTH 100 FEET OF THE NORTH 400 FEET OF GOVERNMENT LOT 2, SECTION 30,
TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.
TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING SAID PREMISES**

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

APN: 3024059010

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:

6838 96th Ave SE Mercer Island, WA 98040

**TITLE COMPANIES INSURE PROPERTIES BASED ON THE LEGAL DESCRIPTION (NOT THE PROPERTY ADDRESS),
AND THE PROPERTY ADDRESS IS NOT A PART OF THE LEGAL DESCRIPTION.
THE PROPERTY ADDRESS HAS BEEN ADDED TO THIS PAGE FOR REFERENCE ONLY.**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION I**

REQUIREMENTS: The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and duly filed of record.
4. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may have additional requirements or exceptions.
6. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

SCHEDULE B – SECTION II

EXCEPTIONS: Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. See Schedule B - Section II Standard Exceptions.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW CHAPTER 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.78%.

ALL TRANSACTIONS RECORDED ON OR AFTER JULY 1, 2005:

- A FEE OF \$10.00 WILL BE CHARGED ON ALL EXEMPT TRANSACTIONS;
- A FEE OF \$5.00 WILL BE CHARGED ON ALL TAXABLE TRANSACTIONS IN ADDITION TO THE EXCISE TAX DUE;

2. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.:		3024059010	
YEAR	BILLED	PAID	BALANCE
2020	\$27,715.31	\$27,715.31	\$0.00
TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY:			\$0.00.

LEVY CODE:	1031
ASSESSED VALUE LAND:	\$3,465,000.00
ASSESSED VALUE IMPROVEMENTS:	\$44,000.00
TOTAL ASSESSED VALUE	\$3,509,000.00

3. NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPMENT OF THE LAND AS DISCLOSED BY RECORDED INSTRUMENT. INQUIRIES REGARDING THE SPECIFIC AMOUNT OF THE CHARGES SHOULD BE MADE TO THE CITY/COUNTY/AGENCY.

CITY/COUNTY/AGENCY: CITY OF MERCER ISLAND
RECORDED: DECEMBER 06, 1977
RECORDING NO.: [7712060812](#)

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE
AREA AFFECTED: WESTERLY PORTION OF SAID PREMISES
RECORDING NO.: [2616148](#)

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MERCER ISLAND SEWER DISTRICT
PURPOSE: SEWER LINE
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDING NO.: [5750932](#)

6. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF THE LAND HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY HIGH WATER OF LAKE WASHINGTON.

7. RIGHTS AND EASEMENTS OF THE PUBLIC FOR COMMERCE, NAVIGATION, RECREATION AND FISHERIES.

8. ANY RESTRICTIONS ON THE USE OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW, OR HAS BEEN, COVERED BY WATER.

9. LOCATION OF THE LATERAL BOUNDARIES OF SECOND CLASS TIDELANDS AND SHORELANDS.

10. PENDING PROBATE PROCEEDINGS UNDER A NON-INTERVENTION WILL. THE PERSONAL REPRESENTATIVE IS AUTHORIZED TO ADMINISTER THE ESTATE WITHOUT INTERVENTION OF COURT AND TO TRANSFER OR ENCUMBER DECEDENT'S INTEREST IN THE LAND.

DECEDENT: CLAYTON F. NICHOLS
WILL ADMITTED: DECEMBER 28, 2018
PERSONAL REPRESENTATIVE: JACK D. NICHOLS
PROBATE CASE NO.: 18-4-62524-3
ATTORNEY FOR ESTATE: KRISTIN L. AMBACH

11. POSSIBLE LIEN AGAINST THE ESTATE OF CLAYTON F. NICHOLS, DECEASED, PURSUANT TO RCW 43.20B.080 AND WAC 182-527-2730 THROUGH 2790, IN FAVOR OF THE STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES FOR RECOVERY OF COSTS OF MEDICAL CARE PROVIDED, IF ANY.

12. LIEN OF STATE AND FEDERAL ESTATE TAXES, IF ANY, UPON THE ESTATE OF CLAYTON F. NICHOLS, DECEASED.
COUNTY OF: KING
PROBATE CASE NO.: 18-4-62524-3
13. THE LAND DESCRIBED IN THIS COMMITMENT APPEARS TO BE RESIDENTIAL IN NATURE AND MAY BE SUBJECT TO THE PROVISIONS OF R.C.W.6.13.010, ET SEQ. (HOMESTEAD STATUTE) IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE. IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE, R.C.W.6.13.060 REQUIRES THAT ALL DOCUMENTS CONVEYING OR ENCUMBERING THE LAND MUST BE EXECUTED BY EACH SPOUSE OR DOMESTIC PARTNER, INDIVIDUALLY. ALTERNATIVELY, THE COMPANY WILL ACCEPT A DEED IDENTIFYING THE NON-VESTED SPOUSE OCCUPYING THE PROPERTY AS THE GRANTOR AND THE VESTED SPOUSE AS GRANTEE. IN THE EVENT THAT THE COMPANY RECEIVES DOCUMENTS TO INSURE THAT ARE NOT EXECUTED AS REQUIRED, THE COMPANY MAY BE UNABLE TO RECORD OR TO INSURE THE TRANSACTION. PLEASE CONTACT YOUR TITLE OFFICER IF YOU HAVE ANY QUESTIONS.
14. THIS COMMITMENT REQUIRES REVIEW AND APPROVAL BY HIGHER LEVEL UNDERWRITING AUTHORITY, AND THE COMMITMENT MAY BE REVISED OR WITHDRAWN IF HIGHER LEVEL UNDERWRITING AUTHORITY DETERMINES THAT THE TRANSACTION MAY NOT BE INSURED AS PROPOSED HEREIN. A DETERMINATION BY HIGHER LEVEL UNDERWRITING AUTHORITY WILL BE FURNISHED BY SUPPLEMENTAL REPORT.

NOTE 1: WITHIN THE PAST 36 MONTHS, THE FOLLOWING CONVEYANCES HAVE BEEN RECORDED IN KING, COUNTY, WHICH AFFECT THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN:

A. WARRANTY DEED, RECORDING NO. [20160901000830](#).

TITLE AS VESTED RECORDED UNDER RECORDING NO'S [20050127001310](#), [20050127001311](#) AND [20050127001312](#).

NOTE 2: THE COMPANY HAS BEEN ASKED TO ISSUE A LENDER'S POLICY WITHOUT DISCLOSURE OF THE LIABILITY AMOUNT. THIS COMMITMENT SHALL BE EFFECTIVE ONLY WHEN THE AMOUNT OF THE POLICY COMMITTED FOR HAS BEEN INSERTED IN SCHEDULE A HEREOF.

THE COMPANY MAY HAVE FURTHER REQUIREMENTS IF THE UNDISCLOSED AMOUNT TO BE INSURED EXCEEDS THE CURRENT ASSESSED VALUATION.

NOTE 3: ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, THE PROPOSED INSURED IS JANET BUTTENWIESER AND MATTHEW WILEY, A MARRIED COUPLE. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY(IES).

NOTE 4: THE MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION, AND UNRECORDED LIENS FOR LABOR AND MATERIAL HAVE BEEN CLEARED FOR THE LOAN POLICY WHICH, WHEN ISSUED, WILL CONTAIN THE ALTA 9-06 OR WLTA 100 ENDORSEMENT, AS APPROPRIATE FOR THE POLICY FORM.

- NOTE 5: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:
- SINGLE FAMILY RESIDENCE
- KNOWN AS:
6838 96TH AVE SE
MERCER ISLAND, WA 98040
- [MAP](#)
- NOTE 6: THE MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION AND UNRECORDED LIENS FOR LABOR AND MATERIAL HAVE BEEN CLEARED FOR THE LOAN POLICY, WHICH WHEN ISSUED, WILL CONTAIN THE ALTA 9-06 OR WLTA 100 ENDORSEMENT, AS APPROPRIATE FOR THE POLICY FORM.
- THE LOAN POLICY OFFERS ADDITIONAL COVERAGE WHICH WILL NOT BE PROVIDED IN THE OWNER'S POLICY TO BE ISSUED, EXCEPT AS SPECIFIED IN THE WLTA HOMEOWNER'S ADDITIONAL PROTECTION ENDORSEMENT (1/12/95) OR IN THE ALTA 2003 HOMEOWNER'S POLICY.
- NOTE 7: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF TRUST, PLEASE NOTE THAT CW TITLE MAY ACT AS TRUSTEE OF A DEED OF TRUST UNDER RCW 61.24.010(1).
- NOTE 8: THE COMPANY REQUIRES THE PROPOSED INSURED TO VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED IN THIS TRANSACTION. THE DESCRIPTION OF THE LAND MAY BE INCORRECT, IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION. NOTIFY THE COMPANY WELL BEFORE CLOSING IF CHANGES ARE NECESSARY. CLOSING INSTRUCTIONS MUST INDICATE THAT THE LEGAL DESCRIPTION HAS BEEN REVIEWED AND APPROVED BY ALL PARTIES.
- NOTE 9: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITH THE BODY OF THE DOCUMENT
- PTN GOVT LOT 2, 30-24-5E, KING COUNTY
- NOTE 10: IN THE EVENT THAT THE COMMITMENT JACKET IS NOT ATTACHED HERETO, ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN SAID JACKET ARE INCORPORATED HEREIN. THE COMMITMENT JACKET IS AVAILABLE FOR INSPECTION AT ANY COMPANY OFFICE.
- NOTE 11: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.
- NOTE 12: PURSUANT TO MODIFIED PROVISIONS OF CHAPTER B65 OF THE FHLMC SINGLE FAMILY SELLER/SERVICER GUIDE AND THE FNMA SERVICING GUIDE, SHORT SALE LETTERS FROM FHLMC AND FNMA MAY PROHIBIT SUBSEQUENT RESALE FOR UP TO 90 DAYS.
- PLEASE NOTIFY THE COMPANY IMMEDIATELY IF YOU RECEIVE A SHORT SALE APPROVAL LETTER PROHIBITING SUBSEQUENT RESALE FOR UP TO 90 DAYS.
- NOTE 13: A \$1.00 MAILING FEE WILL BE CHARGED PER DOCUMENT RECORDED.

NOTE 14: WHEN SENDING DOCUMENTS FOR RECORDING, VIA U.S. MAIL OR SPECIAL COURIER SERVICE, PLEASE SEND TO THE FOLLOWING ADDRESS, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH YOUR TITLE UNIT:

CW TITLE
COLUMBIA CENTER
701 5TH AVENUE 42ND FLOOR
SEATTLE, WA 98104
ATTN: RECORDING DEPT.

CW TITLE PRE-ADDRESSED ENVELOPES MAY STILL BE USED WHEN SENDING DOCUMENTS VIA TDS (TITLE DELIVERY SERVICE) TO THE ADDRESS ON THE FACE OF THE COMMITMENT COVER PAGE OR TO THE ABOVE ADDRESS.

(END OF SPECIAL EXCEPTIONS)

Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the ALTA Homeowner's Policy of Title Insurance (2-03-10), and/or the ALTA Loan Policy (6-17-06).

If the policy to be issued is the ALTA Homeowner's Policy of Title Insurance (2-03-10), certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

Disclosure of Affiliated Business. CW Title has a business relationship with several Windermere Real Estate firms that own shares of CW Title through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of CW Title. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to CW Title. You are not required to use CW Title as a condition to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices.

TRS/TRS5TH

Enclosures:

Sketch

Vesting Deed

Paragraphs All Recorded Matters



First American Title™

Title Insurance Commitment

BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

CW Title

11201 SE 8th St, Suite 200 Bellevue, WA 98004

CONTENTS

AGREEMENT TO ISSUE POLICY

CONDITIONS

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

I

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) This jacket was created electronically and constitutes an original document

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE B SECTION II (CONTINUED)
STANDARD EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

SCHEDULE B STANDARD EXCEPTIONS
THAT WILL APPEAR IN ALTA OWNER'S and LOAN POLICY – STANDARD COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Worker's Compensation Acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN
ALTA OWNER'S POLICY – EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

The following are the Exclusions From Coverage contained in the form of the policy or policies as described in Schedule A of the Commitment.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE
INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (2-03-10)**

EXCLUSIONS FROM COVERAGE

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

CW Title
RC 40236167 3/105.50

AFTER RECORDING RETURN TO:

Kirsten L. Ambach
Karr Tuttle Campbell
701 Fifth Avenue, Suite 3300
Seattle, Washington 98104

FIDUCIARY'S SPECIAL WARRANTY DEED

Grantor: JACK D. NICHOLS, Personal Representative of the Estate of CLAYTON F. NICHOLS and Trustee of the BERNICE C. NICHOLS FAMILY TRUST u/w of Bernice C. Nichols dated 8/29/2011

Grantees: JANET BUTTENWIESER and MATTHEW WILEY, a married couple

Abbreviated Legal Description: Portion of Government Lot 2, Section 30, Township 24 N, Range 5 E., W.M.

Assessor's Tax Parcel Number: 302405-9010

THE GRANTOR, JACK D. NICHOLS, Personal Representative of the Estate of CLAYTON F. NICHOLS (probated in King County, Washington under Cause No. 18-4-62524-3 SEA) and Trustee of the BERNICE C. NICHOLS FAMILY TRUST under Will of Bernice C. Nichols dated August 29, 2011, for good and valuable monetary consideration, hereby bargains, sells, conveys, and transfers to GRANTEES JANET BUTTENWIESER and MATTHEW WILEY, a married couple, all of the Decedent's interest and all of the Trust's interest in the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the Grantor thereto:

SOUTH 100 FEET OF THE NORTH 400 FEET OF GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING SAID PREMISES.

Situate in the City of Mercer Island, County of King, State of Washington

EXHIBIT "A"

- NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPMENT OF THE LAND AS DISCLOSED BY RECORDED INSTRUMENT. INQUIRIES REGARDING THE SPECIFIC AMOUNT OF THE CHARGES SHOULD BE MADE TO THE CITY/COUNTY/AGENCY.
CITY/COUNTY/AGENCY: CITY OF MERCER ISLAND
RECORDED: DECEMBER 06, 1977
RECORDING NO.: 7712060812
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE
AREA AFFECTED: WESTERLY PORTION OF SAID PREMISES
RECORDING NO.: 2616148
- EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: MERCER ISLAND SEWER DISTRICT
PURPOSE: SEWER LINE
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDING NO.: 5750932
- RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF THE LAND HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY HIGH WATER OF LAKE WASHINGTON.
- RIGHTS AND EASEMENTS OF THE PUBLIC FOR COMMERCE, NAVIGATION, RECREATION AND FISHERIES.
- ANY RESTRICTIONS ON THE USE OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW, OR HAS BEEN, COVERED BY WATER.
- LOCATION OF THE LATERAL BOUNDARIES OF SECOND CLASS TIDELANDS AND SHORELANDS.