

## Commitment for Title Insurance

Title Officer: Eastside Title Unit  
Email: CTIBellevueETU@ctt.com  
Title No.: 0283998-ETU

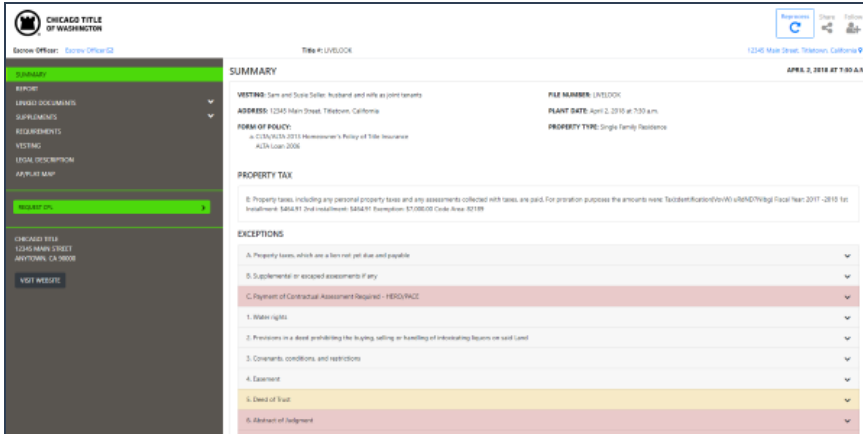
Property Address: 4049 W Mercer Way Mercer Island, WA 98040

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web interface. The header includes the Chicago Title of Washington logo, the title number "Title #: LIVELOOK", and the user's location "1246 Main Street, Torrance, California". The date and time are "APR 2, 2019 AT 1:00 A.M.". The interface is divided into a left sidebar with navigation options like "SUMMARY", "REPORTS", "LIVELOOK DOCUMENTS", "SUPPLEMENTS", "REQUIREMENTS", "VERIFYING", "LEGAL DESCRIPTION", and "APPLICABLE MAPS". The main content area is titled "SUMMARY" and includes fields for "VESTING" (Sole and Survive Seller, Incidental and with all joint tenants), "ADDRESS" (1246 Main Street, Torrance, California), "FORM OF POLICY" (A-CITL/SL/SJ-2013 Homeowner's Policy of Title Insurance ALTA Loan 2006), "FILE NUMBER" (LIVELOOK), "PLANT DATE" (April 2, 2019 at 7:59 a.m.), and "PROPERTY TYPE" (Single Family Residence). Below the summary is a "PROPERTY TAX" section with a note about taxes and assessments. The "EXCEPTIONS" section lists several items, with "C. Payment of Contractual Assessment Required - FERGUSON" highlighted in red, and "6. Deed of Trust" highlighted in yellow.

**Effortless, Efficient, Compliant, and Accessible**

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**0283998-ETU**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

Scott Chancellor, their successors and/or assigns

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Chicago Title Company of Washington**  
11900 NE 1st St., Suite 110  
Bellevue, WA 98005

Countersigned By:

J.L. Jackson  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

<b>ISSUING OFFICE:</b>
Title Officer: Eastside Title Unit Chicago Title Company of Washington 11900 NE 1st St., Suite 110 Bellevue, WA 98005 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.70

Effective Date: December 11, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

Kanoa S. Ostrem, Trustee of Lotus Trust, u/a dtd 10/03/2023 as to Parcel A, and

Tootill Family Living Trust, dated May 9, 2002 as to Parcel B

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 362350-0395-03 and 362350-0394-04**

---

PARCEL A: (362350-0395-03)

THAT PORTION OF THE SOUTHEASTERLY HALF OF LOT 5 AND THE NORTHWESTERLY HALF OF LOT 6, BLOCK C, REPLAT OF ISLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 13 OF PLATS, PAGE 58](#), RECORDS OF KING COUNTY, WASHINGTON, AND SECOND CLASS SHORELANDS ADJOINING, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID NORTHWEST HALF OF LOT 6;  
THENCE SOUTH 49°02'46" WEST, ALONG THE SOUTHEASTERLY LINE THEREOF, 330.34 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 49°02'46" WEST, 126 FEET, MORE OR LESS, TO THE OUTER LIMITS OF THE SHORELANDS OF LAKE WASHINGTON;  
THENCE NORTHWESTERLY, ALONG SAID OUTER LIMITS, TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID SOUTHEASTERLY HALF OF LOT 5;  
THENCE NORTH 49°02'46" EAST, ALONG SAID NORTHWESTERLY LINE, 121 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 40°55'31" WEST FROM THE POINT OF BEGINNING;  
THENCE SOUTH 40°55'31" EAST, 100.00 FEET TO THE POINT OF BEGINNING;  
TOGETHER WITH AN UNDIVIDED INTEREST IN THE NORTHWESTERLY 10 FEET OF THE NORTHEASTERLY 203 FEET OF SAID SOUTHEASTERLY HALF OF LOT 5;

(AS DELINEATED AS MI CABANA LLC PARCEL C, BOUNDARY SURVEY FOR KING COUNTY SUPERIOR COURT CASE NO. 10-2-45130-7 RECORDED IN VOLUME 288 OF SURVEYS, PAGE(S) 211 AND 212 UNDER [RECORDING NO. 20120613900001](#) AND CORRECTED BY SURVEY RECORDED IN VOLUME 303 OF SURVEYS, PAGE(S) 53 AND 54 UNDER [RECORDING NO. 20131023900005](#), RECORDS OF KING COUNTY, WASHINGTON);

TOGETHER WITH EASEMENT FOR ACCESS AND UTILITIES AS GRANTED UNDER KING COUNTY RECORDING NUMBERS 20141126001833 AND 20210108001733.

PARCEL B: (362350-0394-04)

THAT PORTION OF THE SOUTHEASTERLY 1/2 OF LOT 5, AND NORTHWESTERLY 1/2 OF LOT 6 AS MEASURED ALONG THE NORTHEASTERLY LINE THEREOF, IN BLOCK C OF REPLAT OF ISLAND PARK, AS PER PLAT RECORDED IN [VOLUME 13 OF PLATS, PAGE 58](#), RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE SAID NORTHWEST 1/2 OF LOT 6;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE THEREOF 183.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE THEREOF, 70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20 FEET, AN ARC DISTANCE OF 31.42 FEET;  
THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 5 AND 6 TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1/2 OF SAID LOT 5;  
THENCE SOUTHWESTERLY TO THE MOST WESTERLY CORNER OF THE NORTHEASTERLY 323.00 FEET OF THE SAID SOUTHEASTERLY 1/2 OF LOT 5;  
THENCE SOUTHEASTERLY 90.67 FEET TO THE MOST SOUTHERLY OF THE NORTHWESTERLY 40 FEET OF THE NORTHEASTERLY 332.27 FEET OF SAID LOT 6;  
THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 1/2 OF SAID LOT 6, A DISTANCE OF 76.73 FEET;  
THENCE WESTERLY 25.00 FEET TO THE MOST SOUTHERLY OF THE NORTHWESTERLY 25 FEET OF THE NORTHEASTERLY 429.00 FEET OF SAID LOT 6;  
THENCE SOUTHWESTERLY PARALLEL TO THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 1/2 OF LOT 6 TO THE OUTER LIMITS OF THE SHORELANDS OF LAKE WASHINGTON;

**EXHIBIT "A"**  
Legal Description

THENCE SOUTHEASTERLY ALONG SAID OUTER LIMITS TO THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE NORTHWEST 1/2 OF SAID LOT 6;  
THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN UNDIVIDED 1/3 INTEREST IN THE NORTHWESTERLY 10 FEET OF THE NORTHEASTERLY 203 FEET OF THE SAID SOUTHWESTERLY 1/2 OF LOT 5;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**SCHEDULE B****GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

## GENERAL EXCEPTIONS

1. Easements for the purposes shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company  
Purposes: Electric transmission and/or distribution line  
Recording Date: May 26, 1953  
[Recording No.:](#) [4351718](#)  
Affects: Portion of said land

Affects: Parcel A & B

2. Easements for the purposes shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District  
Purposes: Sewer pipe line(s) and appurtenances  
Recording Date: May 6, 1959  
[Recording No.:](#) [5028740](#)  
Affects: The Westerly portion

Affects: Parcel A & B

3. Easements for the purposes shown below and rights incidental thereto, as granted in a document:

Purposes: Ingress and egress and utilities  
Recording Date: June 26, 1964  
[Recording No.:](#) [5753801](#)  
Affects: The Southeasterly portion

The terms of said easement have been modified by Judgment filed in King County Superior Cause No. 96-2-31077-8.

Partial Release and Termination of Ingress and Egress and Utilities Easement recorded under [Recording Number 20170526000619](#).

Affects: Parcel A & B

4. Easements for the purposes shown below and rights incidental thereto, as granted in a document:

Purposes: Utilities  
Recording Date: August 11, 1964  
[Recording No.:](#) [5772683](#)  
Affects: The Southeasterly portion

Affects: Parcel A & B

**SCHEDULE B**

(continued)

5. Covenants, conditions and restrictions but omitting any covenants or restrictions as set forth in the Statutory Warranty Deed,
- Recording Date: May 8, 1974  
Recording No.: 7405080269
- Affects: Parcel A & B
6. Agreement and the terms and conditions thereof:
- Between: Paul E. Johnson and Catherine M. Johnson  
And: Wilbert C. Anderson and Suzenne H. Anderson  
Dated: August 6, 1986  
Recording Date: April 7, 1987  
[Recording No.:](#) [8704070508](#)  
Regarding: Rockery easement
- Affects: Parcel B
7. Terms and conditions of Notice of Additional Tap or Connection Charges, recorded under Recording Number 7712060812.
8. Reciprocal easements, for the purposes shown below and rights incidental thereto as created by the following document:
- Document: Easement Agreement  
Executed by: Wilbert C. Anderson and Suzenne H. Anderson; and Stave and Becky Showalter  
Purposes: Walkways; maintenance of rockery and fence; and right of way to trim trees  
Recording Date: April 18, 1988  
[Recording No.:](#) [8804180124](#)  
Affects: Portions of said land
- The terms of said easement have been modified by Judgment filed in King County Superior Cause No. 96-2-31077-8.
- Affects: Parcel A & B
9. Walkway Easement and the terms and conditions thereof:
- Recording Date: March 23, 1989  
[Recording No.:](#) [8903230062](#)
- Affects: Parcel A & B
10. Matters contained in that certain Driveway Maintenance Agreement which document, among other things, may provide for liens and charges.
- Recording Date: December 18, 1990  
[Recording No.:](#) [9012180990](#)
- Affects: Parcel A & B

**SCHEDULE B**

(continued)

11. Terms and conditions of provisions contained in Judgment Number 98-9-07729-3, filed in King County Superior Court Cause Number 96-2-31077-8, regarding appurtenance easements and rights thereto.
- Pedestrian Easement Termination recorded under [Recording Number 20160802001219](#).
12. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters as set forth on the City of Mercer Island Short Subdivision No. SUB05-006:
- [Recording No: 20070726900003](#)
13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
- Recording Date: April 14, 2010  
[Recording No.:](#) [20100414900004](#)  
Matters shown: Location of wood stairs in the Southeasterly portion and an encroachment of wood retaining wall onto the Northwesterly adjacent property.
14. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, stipulations and other matters as set forth in the Judgment Quieting Title and Order Dismissing Remaining Claims for King County Court Case No. 10-2-45130-7:
- [Recording No: 20120702000622](#)
- Note: The company questions the validity of an undivided one-third interest in the Northwesterly 10 feet of the Northeasterly 203 feet of Said Southeasterly one-half of Lot 5 stated therein based on the conveyance of one half interest of said tract by that certain Warranty Deed recorded under [Recording No. 20050513002477](#).
- Amendment of said survey,
- Recording Date: October 23, 2013  
[Recording No.:](#) [20131023900005](#)
15. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:
- Recording Date: September 18, 2013  
[Recording No.:](#) [20130918001578](#)

**SCHEDULE B**

(continued)

16. Master Easement and Cost-Sharing Agreement and the terms and conditions thereof:

By and Between: Hunsaker Parkside, LLC, a Washington limited liability company; Bret W. Chatalas and Angela R. Chatalas, husband and wife; and Rami Karjian and Susan Karjian, husband and wife; MI Cabana, LLC, a Washington limited liability company; and Hunsaker Parkside, LLC, a Washington limited liability company

Recording Date: November 26, 2014

[Recording No.:](#) [20141126001833](#)

Among other things, said instrument states as follows: Rescission, Termination, Extinguishment and Intent to Supersede Prior Recordings, Upon recording, this Agreement shall rescind, terminated, extinguish, replace and supersede in whole all rights, duties, obligations, terms and conditions set forth and conveyed in that certain February 11, 2005 Driveway Construction Agreement referenced in the recorded February 22, 2005 Memorandum of Agreement, King County [Recording Number 20050222000834](#) ("2005 DCA") and all rights, duties, obligations, terms and conditions set forth and conveyed in that certain Reciprocal Easement Agreement, King County Recording Number 20080331002408 ("2008 Easement"). The 2005 DCA and the 2008 Easement are hereby and forever rescinded, terminated, extinguished, replaced and superseded by this Agreement. Upon recording, the rights, duties, obligations, terms and conditions set forth and conveyed herein shall govern and control the repair, maintenance and use of the Easement Area, the Access Driveway and the Shared Waterfront Tract.

Notice of termination & extinguishment of easements/amendment of master easement & cost sharing agreement recorded under [recording number 20210108001733](#).

17. Army Corps of Engineers Permit and the terms and conditions thereof:

Recording Date: August 14, 2015

[Recording No.:](#) [20150814001062](#)

Affects: Parcel A

18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

[Recording No.:](#) [20210817900015](#)

Affects: Parcel A

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc.

Purpose: a nonexclusive perpetual easement

Recording Date: June 19, 2020

[Recording No.:](#) [20200619002163](#)

Affects: a portion of said premises

Affects: Parcel B

20. Question of location of lateral boundaries of said second class tidelands or shorelands.

**SCHEDULE B**  
(continued)

21. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington.
22. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
23. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
24. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
Tax Account No.: [362350-0395-03](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$2,950,000.00  
 Assessed Value-Improvements: \$43,000.00

General and Special Taxes:  
 Billed: \$20,610.20  
 Paid: \$20,610.20  
 Unpaid: \$0.00

Affects: Parcel A

25. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
Tax Account No.: [362350-0394-04](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$2,078,000.00  
 Assessed Value-Improvements: \$972,000.00

General and Special Taxes:  
 Billed: \$21,002.39  
 Paid: \$21,002.39  
 Unpaid: \$0.00

Affects: Parcel B

26. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2025.
27. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Affects: Parcel A

**SCHEDULE B**  
(continued)

28. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$150,000.00  
Dated: May 9, 2002  
Trustor/Grantor: David A. Tootill and An Ellen Tootill, Trustees, or their Successors in Interest in Trust, under the Tootill Family Living Trust, Dated May 9, 2002  
Trustee: Vantage Point Title Inc.  
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Broker Solutions, Inc., dba New American Funding  
Loan No.: 1000259772  
Recording Date: November 19, 2021  
Recording No.: [20211119001310](#)  
Affects: Parcel B

29. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

**NOTES:**

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN NW HALF LT 6, BLK C, REPLAT OF ISLAND PARK AS TO PAR A & PTN SE HALF LT 5, BLK C, REPLAT OF ISLAND PARK  
Tax Account No.: [362350-0395-03](#) and 362350-0394-04

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

4049 W Mercer Way  
Mercer Island, WA 98040

**END OF SCHEDULE B**