

Commitment

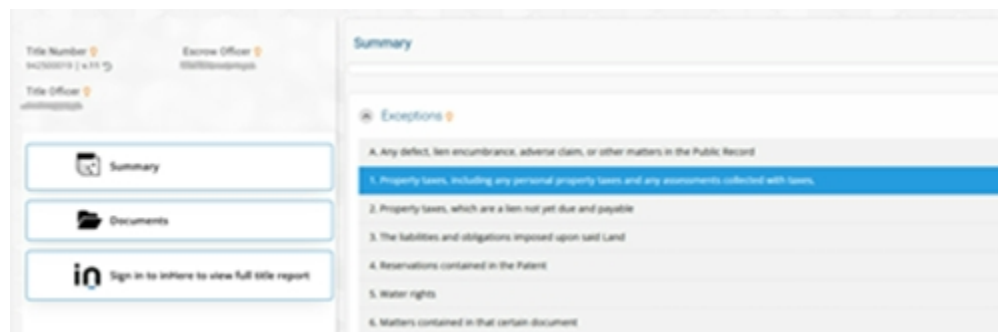
File No.: 500168157

Property Address: 3824 88th Street NE Marysville, WA
98270

Title Officer: Commercial Unit

Escrow Officer: Katie Brazel

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500168157

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Kristy Jeglum
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

| ISSUING OFFICE: | FOR SETTLEMENT INQUIRIES, CONTACT: |
|--|---|
| Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com | Escrow Officer: Katie Brazel Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Phone: 425-258-3683 Fax: 425-259-8244 Main Phone: (425)258-3683 Email: Katie.brazel@ctt.com |

Order Number: 500168157

SCHEDULE A

1. Commitment Date: April 21, 2026 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021 w-WA Mod
 - Proposed Insured: One Two Ka Four LLC, a Washington Limited Liability Company
 - Proposed Amount of Insurance: \$2,900,000.00
 - The estate or interest to be insured: Fee Simple
 - Premium: \$ 5,096.00
 - Tax: \$ 504.50
 - Rate: Standard
 - Discount(s): Prior Title Evidence
 - (b) ALTA Loan Policy 2021 w-WA Mod
 - Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser
 - Proposed Amount of Insurance: \$2,000,000.00
 - The estate or interest to be insured: Fee Simple
 - Premium: \$ 1,744.00
 - Tax: \$ 172.66
 - Rate: Extended
 - Discount(s): Simultaneous
3. The estate or interest in the Land at the Commitment Date is:
 - Fee Simple
4. The Title is, at the Commitment Date, [vested in:](#)
 - Matico, LLC, a Washington limited liability company
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [300521-002-038-00](#) and [300521-002-038-01](#)

Parcel A:

Beginning at the intersection of the East line of the Southwest Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East, W.M., with the center line of Quilceda Creek at a point which is 185 feet, more or less, South of the Northeast corner of said Southwest Quarter of the Northwest quarter;
thence continuing South along said East line 1100 feet, more or less, to the intersection with the center line of said Quilceda Creek;
thence Westerly, Northerly and Easterly along the center line of said Quilceda Creek to the Point of Beginning.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

Parcel B:

All that portion of the Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East, W.M., described as follows:

Four (4) acres lying in the Northwest corner of said Southeast Quarter of the Northwest quarter, the North line of 4 acre tract shall be the North line of said Southeast Quarter of the Northwest quarter and West line of said tract of Four (4) acres shall be the West line of said Southeast Quarter of the Northwest quarter and the East line of said Four (4) Acre Tract shall be the West line of the right of way of Great Northern Railway Company;
Except County Road;
and Except that portion thereof conveyed to Snohomish County by deed recorded under [recording no. 9403240117](#), records of Snohomish County, Washington.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

Parcel C:

Beginning at a point 375.7 feet South of the Northwest corner of said Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East, W.M.;
thence South 10 feet;
thence East to the West line of public road to be established along the West line of the Great Northern Railway right of way;
thence Northeasterly along a line 20 feet West of the said right of way a distance of 10 feet;
thence West to the Point of Beginning.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

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EXHIBIT "A"
Legal Description

Parcel D:

The East 20 feet of the following described property:

Beginning at a point 375.7 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East, W.M.;
thence South 10 feet;
thence East to the West line of the Great Northern Railway right of way;
thence Northeasterly along said right of way a distance of 10 feet;
thence West to the Point of Beginning.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

Parcel E:

All that portion of the Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of a 10 foot strip of land lying adjacent to and South of a 4 acre tract of land in the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East of the Willamette Meridian, lying Westerly of the Great Northern Railway right of way as shown by deed recorded June 29, 1911 in Volume 139 of deeds, page 375, under Auditor's File No. 168838, records of Snohomish County, Washington;
thence East to Great Northern Railway right of way;
thence South along the Westerly line of said right of way a distance of 198 feet;
thence West to the West line of the Southeast Quarter of the Northwest Quarter of said Section 21;
thence North to the Point of Beginning.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

Parcel F:

That portion of the Southeast Quarter of the Northwest Quarter of Section 21, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northwest quarter;
thence North 1 ° 24'37" West along 1/16th line 169.92 feet to the Point of Beginning;
thence continuing North 1 ° 24'37" West 549.95 feet;
thence South 89 ° 57'07" East parallel to the North line of said Southeast Quarter of the Northwest quarter, 400.72 feet, more or less, to the Westerly margin of the Great Northern Railroad right of way;
thence South 5 ° 01'03" West along said margin 551.55 feet;
thence West 338.94 feet, more or less to the Point of Beginning.

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EXHIBIT "A"
Legal Description

Together with an easement for ingress, egress and utilities over, across and under the following described tract to-wit:

Beginning at the Southeast corner of tract described above;
thence South along the West lien of Great Northern Railway right of way for 70 feet;
thence West 20 feet;
thence North 70 feet, more or less, to the South line of said above described tract;
thence East 20 feet to the true point of beginning.

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

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SCHEDULE B, PART I - Requirements

(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: **Matico, LLC**

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

NOTE: We have reviewed the authority documentation for Matico, LLC. Based on our review, the following conditions must be met on the instrument to be insured:

- 1. Charles T. Warden, TTE of the Charles T Warden Revocable Living Trust, AND Marsha L. Warden, AND Michael G. Warden must sign as a managers of said entity.**
- 2. All signature(s) must be notarized in an appropriate representative capacity.**

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SCHEDULE B, PART I - Requirements

(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: **One Two Ka Four LLC**

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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SCHEDULE B, PART I - Requirements

(continued)

10. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of the City of Marysville.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
 1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
 2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
 3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

11. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year. The personal property advance tax request form is available at: <https://snohomishcountywa.gov/334/Business-Personal-Property>.

PLEASE NOTE: Snohomish County will not record any conveyance document without the Snohomish County Treasurer's review and approval of the personal property advance tax request and payment of any personal property taxes it determines to be due. This process must be completed prior to submitting the Real Estate Excise Affidavit ("REETA") and conveyance instrument to Snohomish County for recording.

Once the Snohomish County Treasurer has approved the personal property advance tax request, the REETA must then be presented to the Snohomish County Excise Department for sign off at least 48 hours prior to the anticipated closing date. Your title officer can help submit the REETA to the Excise Department for sign off prior to recording, but the Treasurer's personal property advance tax review process must be completed beforehand.

This entire process must be completed before any conveyance document is presented for recordation.

NOTE: Account number shown 2950877.

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SCHEDULE B, PART I - Requirements

(continued)

12. **TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER'S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

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

3824 88th Street NE
Marysville, WA 98270

Note B: Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

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SCHEDULE B, PART I - Requirements

(continued)

Note D: Recording charges (per document title) for closings on July 27th 2025 and after for all Washington counties:

Deed of Trust - \$304.50 and \$1 for each additional page.

Most other Docs, except as noted below - \$303.50 and \$1 for each additional page.

Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$301.00 and \$1 for each additional page.

Multiple titled documents are charged per applicable title.

Our Company uses a third-party vendor for electronic submission of documents to the County. In addition to the County recording fee there is an additional \$15.00 fee for electronic recording service(s), per document. All recording packages must be submitted with the signed Affiliated Business Arrangement Disclosure Statement.

Note: Not all recordings qualify for electronic submission.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Note E: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note F: 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 S-NW 21-30N-5E wm

Tax Account No.: [300521-002-038-00](#) and [300521-002-038-01](#)

END OF NOTES

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. 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.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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SCHEDULE B, PART II - Exceptions
(continued)

SPECIAL EXCEPTIONS

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

Purpose: Road purposes
 Recording Date: August 11, 1941
[Recording No.:](#) [709251](#)
 Affects: Easterly portion of easement portion of Parcel F

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

Purpose: Road
 Recording Date: September 14, 1942
[Recording No.:](#) [734862](#)
 Affects: Easterly portion of Parcel A

The exact location and extent of said easement is not disclosed of record.

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

Granted to: Puget Sound Power & Light Company
 Purpose: Electric transmission and/or distribution line
 Recording Date: December 24, 1942
[Recording No.:](#) [740123](#)
 Affects: As now located or as hereafter may be relocated or extended on Parcels E and F

The exact location and extent of said easement is not disclosed of record.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Snohomish County
 Purpose: Necessary slopes for cuts and fills
 Recording Date: May 19, 1969
[Recording No.:](#) [2093630](#), being a re-record of 2091479
 Affects: Northerly portion of Parcel B

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Snohomish County
 Purpose: Necessary slopes for cuts and fills
 Recording Date: October 9, 1969
[Recording No.:](#) [2116664](#)
 Affects: Northerly portion of Parcel B

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SCHEDULE B, PART II - Exceptions

(continued)

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Danger tree rights
 Recording Date: June 12, 1969
[Recording No.:](#) [2098030](#)
 Affects: Northerly portion

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Anchor location for Electric transmission and/or distribution line
 Recording Date: October 19, 1971
[Recording No.:](#) [2219279](#)
 Affects: Northerly portion of Parcel B

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Electric transmission and/or distribution line
 Recording Date: September 15, 1972
[Recording No.:](#) [2263722](#)
 Affects: Northerly portion of Parcel B

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Electric transmission and/or distribution line
 Recording Date: October 16, 1972
[Recording No.:](#) [2267665](#)
 Affects: As now staked and located or hereafter relocated on Parcels E and F

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Electric transmission and/or distribution line
 Recording Date: April 17, 1974
[Recording No.:](#) [2336383](#)
 Affects: Portion of Parcels E and F

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SCHEDULE B, PART II - Exceptions

(continued)

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

Granted to: City of Marysville
 Purpose: Water lines and/or sanitary sewer lines, pipes and appurtenances
 Recording Date: July 23, 1984
[Recording No.:](#) [8407230150](#)
 Affects: Portion of Parcels B, C, D and E

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

Granted to: Washington Natural Gas Company, a Washington corporation
 Purpose: Gas pipeline(s)
 Recording Date: November 1, 1984
[Recording No.:](#) [8411010195](#)
 Affects: As constructed within the NW1/4 of SE1/4 of said NW1/4

The exact location and extent of said easement is not disclosed of record.

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

Granted to: Public Utility District No. 1 of Snohomish County
 Purpose: Overhead and/or underground electric transmission and/or distribution line
 Recording Date: December 1, 1994
[Recording No.:](#) [9412010189](#)
 Affects: Northerly portion of Parcel B

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

Granted to: Puget Sound Energy, Inc.
 Purpose: One or more utility systems for gas
 Recording Date: December 21, 1999
[Recording No.:](#) [199912210411](#)
 Affects: As constructed

The exact location and extent of said easement is not disclosed of record.

15. Notice of Rural Utility Service Area, and of Liability to the City of Marysville for Utility Assessments and Charges and the terms and conditions thereof:

Recording Date: August 12, 1982
[Recording No.:](#) [8208120212](#)

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SCHEDULE B, PART II - Exceptions

(continued)

16. Right, title and interest of the owner of land adjoining on the South as to that portion of said land lying between the shed and concrete pad and the property line, as disclosed by Survey as set forth below:

Recording Date: June 21, 1988

[Recording No.:](#) [8806215004](#)

17. Any question that may arise due to shifting and changing in the course or boundaries of Quilceda Creek.
18. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Quilceda Creek.
19. 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.
20. 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: 2026

[Tax Account No.:](#) [300521-002-038-00](#)

Levy Code: 00511

Assessed Value-Land: \$1,710,400.00

Assessed Value-Improvements: \$746,200.00

General and Special Taxes:

Billed: \$18,402.24

Paid: \$00

Unpaid: \$18,402.24

21. Mobile home improvements are expressly excluded.
22. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
23. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

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AMERICAN
LAND TITLE
ASSOCIATION



RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and

Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

| QUARTER | SECTION | TOWNSHIP N.W.B.L. | RANGE E.W.M. |
|-----------|-----------|-------------------|--------------|
| NW | 21 | 30 | 5 |

| | | | | |
|-------------|--------------|---------|---------|-------------|
| Centerline | Lot | Block | Section | City Limits |
| Gov Lot | Subdiv | ROW | Quarter | Tax Acct |
| Major Water | Other Lot | Vac ROW | 16th | Easement |
| Minor Water | Other Subdiv | Vac Lot | | |

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1 inch = 200 feet

Map produced on January 03, 2023

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Snohomish County, Washington

