

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500140716
Amendment 2

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 EXTRACONTRACTUAL 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

Countersigned By:

Chris Swartz
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



CHICAGO TITLE COMPANY OF WASHINGTON**COMMITMENT NO. 500140716
AMENDMENT 2**

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 ONLY):
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	

Order Number: 500140716**Property Address: 3824 88th Street Northeast, Marysville, WA 98270****SCHEDULE A**

1. Commitment Date: January 22, 2025 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

Proposed Amount of Insurance: \$10,500.00

The estate or interest to be insured: Fee Simple

Premium: \$ 186.00

Tax: \$ 18.41

Rate: Standard

Total: \$ 204.41

(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: \$10,500.00

The estate or interest to be insured: Fee Simple

Premium: \$ 350.00

Tax: \$ 34.65

Rate: Extended

Total: \$ 384.65

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

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SCHEDULE A
(continued)

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](#)

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.

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EXHIBIT "A"

Legal Description

Except mobile home(s), if any.

Situate in the County of Snohomish, State of Washington.

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:

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EXHIBIT "A"

Legal Description

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.

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. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

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

The Land is situated within the boundaries of local taxing authority of 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>>. 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).

10. 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://snhomishcountywa.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)

11. 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.

12. 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.
13. To provide an extended coverage lender's policy, general exceptions B and C are hereby eliminated. General exceptions A and D have not been cleared.

In consideration of clearing paragraphs A and D of Schedule B, please have the borrower/owner complete the enclosed affidavit and return to our office for review.

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.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

- Note A: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:
- 3824 88th Street Northeast
Marysville, WA 98270
- Note B: 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 C: NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.
- The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- Note D: 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.
- Note E: Recording charges (per document title) for closings on July 26, 2021 and after for all Washington counties:
- Deed of Trust - \$204.50 and \$1 for each additional page.
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page.
Multiple titled documents are charged per applicable title.
- Our Company uses Simplifile, a third party vendor, for electronic submission of documents to the County. In addition to the County recording fee each document recorded electronically will be billed an additional \$4.25 plus tax.
- RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

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:

S 1/2 of NW 21-30-5; and
NW of SW 21-30-5

Tax Account No.: 300521-002-038-00

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.

SPECIAL EXCEPTIONS

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

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: 2024
Tax Account No.: 300521-002-038-00
Levy Code: 00511
Assessed Value-Land: \$1,370,700.00
Assessed Value-Improvements: \$747,900.00
- General and Special Taxes:
Billed: \$16,862.68
Paid: \$0.00
Unpaid: \$16,862.68
- Affects: Parcels A-F, land only
21. General taxes for 2025 in an amount not yet available
- Tax Account No.: 300521-002-038-00
- Note: General taxes for 2024 in the amount of \$16,862.68 paid in full.
22. Mobile home improvements are expressly excluded.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

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.
24. A claim of mechanic's lien or materialman's lien

Claimant:	Artistic Drywall Textures Inc.
Against:	Square Foot, LLC
Amount:	\$3,734.00
Work Commenced or Materials Delivered:	June 20, 2024
Recording Date:	September 19, 2024
<u>Recording No.:</u>	<u>202409190188</u>

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;
 - 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.

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(continued)

- 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.
- 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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