



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1150155-SD

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

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, **First American Title Insurance Company**, a Nebraska 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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.

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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

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

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1150155-SD

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office's ALTA® Registry ID:

Issuing Office: 9255 Towne Centre Drive, Suite 200, San Diego, CA 92121

Reference No.: Highway 9 & Soper Hill Road FSU – #05328

Issuing Office File No.: NCS-1150155-SD

Commitment No.: NCS-1150155-SD

Escrow Officer Name: Melissa Smith

Property Address: 8833 Soper Hill Road, Everett, WA 98205

Escrow Officer Number: (858)410-3885

Revision No.: 02

Escrow Officer Email: MelSmith@firstam.com

Escrow Assistant Name: Jessica Gallardo

Escrow Assistant Number: (858)410-3868

Escrow Assistant Email: jesgallardo@firstam.com

Title Officer Name: Janice Treanor

Title Officer Number: (858)410-3916

Title Officer Email: JTreanor@firstam.com

SCHEDULE A

1. Commitment Date: July 31, 2023 at 7:30 AM

2. Policy to be Issued:

	Amount	Premium	Tax
(a) <input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy	\$4,171,105.00	\$To Be Determined	\$To Be Determined
Proposed Insured: Chick-fil-A, Inc., a Georgia corporation			
(b) <input checked="" type="checkbox"/> 2006 ALTA® Extended Loan Policy	\$To Be Determined	\$To Be Determined	\$To Be Determined
Proposed Insured:			
(c) <input type="checkbox"/> ALTA® Policy	\$		
Proposed Insured:			

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, [at the Commitment Date, vested in:](#)

Natural 9 Holdings LLC, a Washington limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1150155-SD

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. If a proposed mortgage or deed of trust will secure, in whole or in part, construction advances, in order to consider providing coverage against statutory liens for services, labor, or materials arising from construction of improvements or work related to the Land, the Company will require:
For all construction projects, copies of the following:
 1. Project budget, including hard costs, soft costs, equity contributions, and sources and uses.
 2. An indemnity agreement on a form to be provided, and executed by indemnitor(s) approved, by the Company.
 3. Direct contract(s) with any general contractor(s), including projected schedule for completion of construction.
 4. Draft loan agreement detailing construction advance disbursement controls (or separate disbursement agreement, if applicable) and guaranty/ees.
 5. An appraisal if lender has required one.

If work or delivery of materials has commenced or will commence prior to closing, the Company will also require the following:

1. A list of all contractors and subcontractors who have commenced or will commence work or delivery of materials, including, for each, the total contract amount and any amounts paid to date.
2. Pay applications for the latest three (3) months, including invoices and conditional and unconditional lien waivers, from all contractors and subcontractors who have commenced work or delivery of materials.
3. Priority Agreement, on a form to be provided by the Company, signed by the general contractor(s) and all subcontractor(s) who have commenced or will commence work or delivery of materials prior to closing.

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Upon receipt and review of the foregoing, the Company reserves the right to require additional documentation.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1150155-SD

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. 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.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

- 9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code:00513

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

- 1.10% of the selling price less than or equal to \$525,000.00
- 1.28% of the selling price from \$525,000.01 to \$1,525,000.00
- 2.75% of the selling price from \$1,525,000.01 to \$ 3,025,000.00
- 3.00% of the selling price over \$3,025,000.00

Local Excise Tax for City of Marysville

.50% of the selling price

In additional to Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

- 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 further information, please call the Snohomish County Treasurer's office at (425) 388-3307.
- 11. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

- 12. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded March 3, 2004 under Recording No. [200403035222](#) of surveys, in Snohomish County, Washington.

(Affects All Lots)

- 13. Easement, including terms and provisions contained therein:
Recording Date: February 16, 2011
Recording Information: [201102160549](#)

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In Favor of: State of Washington
 For: Ingress and egress
 Affects: (All Lots) as described therein

- 14. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the White Barn Non-Project Binding Site Plan No. PA20043 recorded July 20, 2021 as Recording No. [202107205003](#), in Snohomish County, Washington.

(Affects All Lots)

- 15. Covenants, conditions, restrictions and/or easements:

Recorded: October 06, 2021
 Recording No.: [202110060833](#)

Said document amends, restates, supersedes and replaces document recorded July 20, 2021 as Recording No. [202107200226](#).

(Affects All Lots)

- 16. Easement, including terms and provisions contained therein:

Recording Date: June 01, 2022
 Recording Information: [202206010410](#)
 In Favor of: Public Utility District No. 1 of Snohomish County, a Washington state municipal corporation and Northwest Fiber, LLC, a Delaware limited liability company
 For: To patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities
 Affects: (All Lots) as described therein

- 17. Evidence of the authority of the individual(s) to execute the forthcoming document for Natural 9 Holdings LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.

- 18. A Certificate of Good Standing from the State of Georgia for Chick-fil-A, Inc., a Georgia corporation, should be submitted prior to closing, together with evidence of the authority of the officers thereof to execute the forthcoming instrument.

- 19. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

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20. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
21. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.
22. This item has been intentionally deleted.
23. Delinquent General Taxes for the year 2023, plus interest and penalties.
- | | |
|-----------------------------|-------------------|
| Tax Account No.: | 005907-000-318-02 |
| Amount Billed: | \$ 6,065.78 |
| Amount Paid: | \$ 0.00 |
| Amount Due: | \$ 6,065.78 |
| Assessed Land Value: | \$ 503,000.00 |
| Assessed Improvement Value: | \$ 0.00 |

(Affects Lot 1)

24. Delinquent General Taxes for the year 2023, plus interest and penalties.
- | | |
|-----------------------------|-------------------|
| Tax Account No.: | 005907-000-318-03 |
| Amount Billed: | \$ 4,007.86 |
| Amount Paid: | \$ 0.00 |
| Amount Due: | \$ 4,007.86 |
| Assessed Land Value: | \$ 335,900.00 |
| Assessed Improvement Value: | \$ 0.00 |

(Affects Lot 7)

25. Easement, including terms and provisions contained therein:
- | | |
|------------------------|--|
| Recording Date: | March 21, 2023 |
| Recording Information: | 202303210278 |
| In Favor of: | Puget Sound Energy, Inc., a Washington corporation |
| For: | Transmission, distribution and sale of gas |
| Affects: | as described therein. |
26. Easement, including terms and provisions contained therein:
- | | |
|------------------------|--|
| Recording Date: | May 15, 2023 |
| Recording Information: | 202305150421 |
| In Favor of: | Gordon O. Strand and Myrna J. Strand, their successors and assigns |
| For: | Access and utilities |
| Affects: | as described therein. |
27. Water rights, claims or title to water, whether or not shown by the Public Records.

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INFORMATION NOTES

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

NOTE: We don't find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

Affects: All Lots

Affects: The land and other property.

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any Title Commitment or Policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

Lots 1 & 7, White Barn Non-Project BSP No. PA20043, Rec. [202107205003](#)

APN: 005907-000-318-02

APN: 005907-000-318-03

- D. According to the application for title insurance, title is to vest in Chick-fil-A, Inc., a Georgia corporation.

Examination of the records discloses no matters pending against said party(ies).

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- E. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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 <p>Exhibit A</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No: NCS-1150155-SD</p>
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The Land referred to herein below is situated in the County of Snohomish, State of Washington, and is described as follows:

LOTS 1 AND 7 OF WHITE BARN NON-PROJECT BINDING SITE PLAN NO. PA20043, RECORDED JULY 20, 2021 AS RECORDING NO. [202107205003](#), IN SNOHOMISH COUNTY, WASHINGTON.

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