

## Snohomish County

### Conservation Futures Letter of Intent – Kraetz, Portage Creek

Organization Name:

Forterra NW

Project Location: Please provide a parcel boundary map

Stillaguamish River Valley, Arlington (see attached parcel and aerial maps labelled Kraetz, Portage Creek)

Matching grant funding anticipated:

None, but this property is complementary to 3 other Stillaguamish farmland parcels that were included in the fy23-25 Floodplains by Design application submitted by the Stillaguamish Tribe.

Status of Willing Landowner: Brief Description

The landowner, Loren Kraetz, is in his 90's and in poor health. A local farmer, Andrew Albert, is working the land and is expected to take title to the land. Andrew has partnered with Forterra to place a conservation easement on his other properties in the area and we are seeking transfer of title of the Portage Creek Property from Loren to Andrew and a simultaneous grant of conservation easement on the property.

Matching grant funding anticipated:

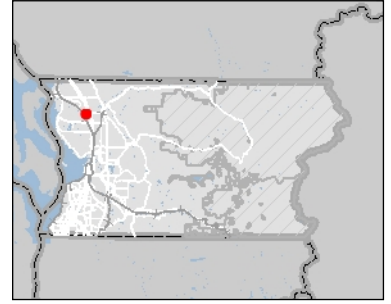
None, but this property is complementary to 3 other Stillaguamish farmland parcels that were included in the fy23-25 Floodplains by Design application submitted by the Stillaguamish Tribe.

Anticipated timeline for Willing Landowner letter:


2 months.

Brief Description of future project proposal

The landowner, Loren Kraetz, is in his 90's and in poor health. A local farmer, Andrew Albert, is working the land and is expected to take title to the land. Andrew has partnered with Forterra to place a conservation easement on his other properties in the area and we are seeking transfer of title of the Portage Creek Property from Loren to Andrew and a simultaneous grant of conservation easement on the property.



### Legend

 Snohomish County Tax Parcels

1: 4,800



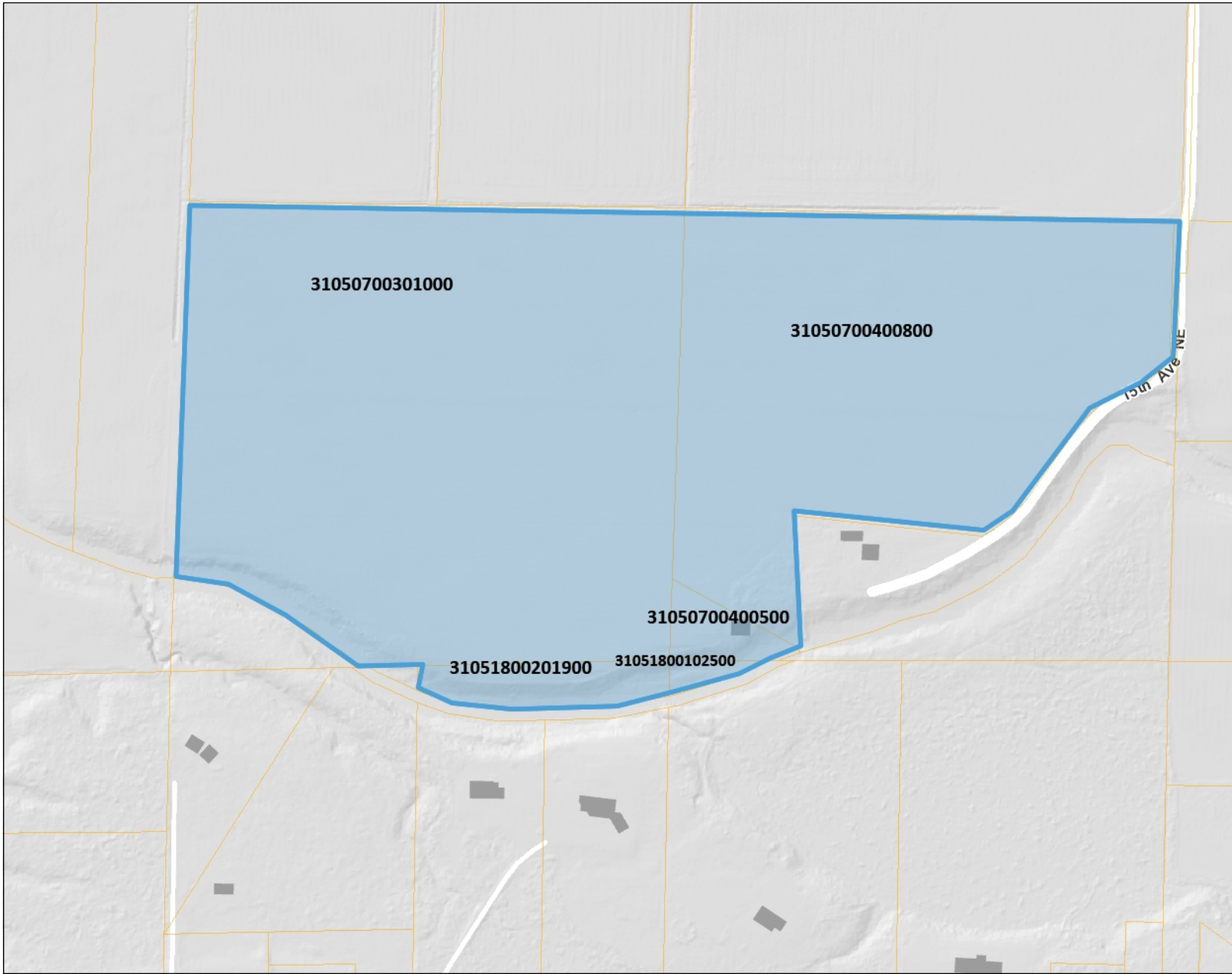
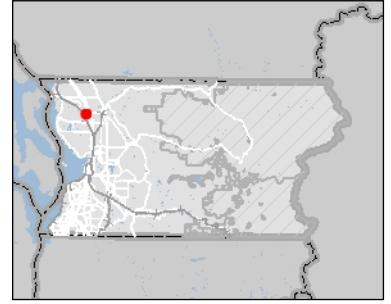
800.0                      0                      400.00                      800.0    Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County


All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

### Notes

This map was automatically generated using Geocortex Essentials.



### Legend

 Snohomish County Tax Parcels

1: 4,800



800.0      0      400.00      800.0 Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County

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### Notes

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**Exhibit A – Legal Description**

Parcel A:

All that portion of the Southeast quarter of the Southwest quarter of Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough.

Parcel B:

All that portion of the Southeast quarter of the Southwest quarter of Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough;  
(Also known as a portion of Lot 3, Snohomish County Short Subdivision No. SP-134 (5-81), recorded under Recording No. 8205140136, records of Snohomish County, Washington).

Parcel C:

All that part of the Southwest quarter of the Southeast quarter lying West of Portage Slough in the Southwest corner thereof in Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington.

Parcel D:

All that portion of the Southwest quarter of the Southeast quarter of Section 7, Township 21 North, Range 5 East, in Snohomish County, lying North of Portage Slough;  
Less 1 acre located in the Southwest corner of said Southwest quarter of the Southeast quarter of said Section;  
Less that portion described as follows:

Beginning at the Northeast corner of the Southwest quarter of the Southeast quarter of Section 7m, Township 31 North, Range 5 East, W.M., in King County, Washington;  
Thence North 89°56'01" West along the North line of said Southwest quarter of the Southeast quarter, 20 feet;  
Thence South 00°15'21" West parallel to the East line a distance of 385.27 feet;  
Thence South 46°35'13" West a distance of 77.19 feet;  
Thence South 68°46'11" West a distance of 40 feet to beginning of a tangent curve which is concave to the left having a radius of 354.56 feet;  
Thence along the arc of said curve through a central angle of 36°00'48" a distance of 222.86 feet;  
Thence South 32°45'23" West a distance of 184.97 feet to a tangent curve concave to the right having a radius of 367.64 feet;  
Thence along the arc of said curve through a central angle of 23°55'18" a distance of 153.49 feet;  
Thence South 56°40'41" West a distance of 21.85 feet;  
Thence North 85°09'46" West a distance of 524.89 feet;  
Thence South 04°44'01" East a distance of 352.80 feet to the center line of Portage Creek Slough;

Thence Northeasterly along the center line of said Portage Creek Slough to the East line of said Southwest quarter of the Southeast quarter of Section 7;  
Thence North 00°15'21" East along the East line of said subdivision a distance of 619.53 feet, more or less, to the Northeast corner of said Southwest quarter of the Southeast to the point of beginning;

(Also known as Lot B of Survey, recorded under Recording No. 7710170329, records of Snohomish County, Washington).

Parcel E:

All that portion of the Northwest quarter of the Northeast quarter of Section 18, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough.

Situate in the County of Snohomish, State of Washington.



## STEWART TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE

### 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 EXTRA CONTRACTUAL 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, Stewart Title Guaranty, a Texas Company (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

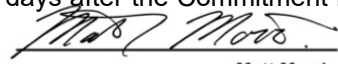
Countersigned by:



Authorized Countersignature

Rainier Title, LLC  
Company Name





Matt Morris  
President and CEO



Denise Carraux  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## 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; 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 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.

*This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (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.

**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.

*Issued by:*

**STEWART TITLE GUARANTY COMPANY**

**NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE OF  
RAINIER TITLE  
2722 Colby Ave; Suite 125, Everett, WA 98201**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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*Schedule A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*







# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rainier Title, LLC

ALTA Universal ID: 1114318

**File Number: 808271RT**

Property Address: VACANT LAND, Arlington, WA 98223

Revision Number:

The Title Team  
2722 Colby Avenue, Suite 125  
Everett, WA 98201  
Toll Free: (888) 929-1999  
Snohomish: (425) 551-5501  
Fax: (425) 329-2199  
Email: [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com)

## SCHEDULE A

1. Commitment Date: June 8, 2022
2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy  
(06/2006)  
Rate: ST - Owners Standard  
Discount: None

|            |             |
|------------|-------------|
| Amount:    | \$10,000.00 |
| Premium:   | \$294.00    |
| Sales Tax: | \$29.11     |

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

3. The estate or interest in the Land described or referred to in this Commitment is:  
FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
A. Loren Kraetz, as a separate estate, as to Parcels A, C, D, E; and  
  
Michael W. Loyd and Pamela D. Loyd, husband and wife, as to Parcel B;
5. The Land is described as follows: See attached Exhibit A

Executive Vice President of Title

By:

STEWART TITLE GUARANTY COMPANY

  
Agent Signature  
Agent Number: 470079

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*Schedule A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*



# ALTA COMMITMENT FOR TITLE INSURANCE

## COMMITMENT - EXHIBIT A

ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808271RT**

### EXHIBIT 'A'

Parcel A:

All that portion of the Southeast quarter of the Southwest quarter of Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough.

Parcel B:

All that portion of the Southeast quarter of the Southwest quarter of Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough;  
(Also known as a portion of Lot 3, Snohomish County Short Subdivision No. SP-134 (5-81), recorded under Recording No. 8205140136, records of Snohomish County, Washington).

Parcel C:

All that part of the Southwest quarter of the Southeast quarter lying West of Portage Slough in the Southwest corner thereof in Section 7, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington.

Parcel D:

All that portion of the Southwest quarter of the Southeast quarter of Section 7, Township 21 North, Range 5 East, in Snohomish County, lying North of Portage Slough;  
Less 1 acre located in the Southwest corner of said Southwest quarter of the Southeast quarter of said Section;  
Less that portion described as follows:

Beginning at the Northeast corner of the Southwest quarter of the Southeast quarter of Section 7m, Township 31 North, Range 5 East, W.M., in King County, Washington;  
Thence North 89°56'01" West along the North line of said Southwest quarter of the Southeast quarter, 20 feet;  
Thence South 00°15'21" West parallel to the East line a distance of 385.27 feet;  
Thence South 46°35'13" West a distance of 77.19 feet;  
Thence South 68°46'11" West a distance of 40 feet to beginning of a tangent curve which is concave to the left having a radius of 354.56 feet;  
Thence along the arc of said curve through a central angle of 36°00'48" a distance of 222.86 feet;  
Thence South 32°45'23" West a distance of 184.97 feet to a tangent curve concave to the right having a radius of 367.64 feet;  
Thence along the arc of said curve through a central angle of 23°55'18" a distance of 153.49 feet;  
Thence South 56°40'41" West a distance of 21.85 feet;  
Thence North 85°09'46" West a distance of 524.89 feet;  
Thence South 04°44'01" East a distance of 352.80 feet to the center line of Portage Creek Slough;  
Thence Northeasterly along the center line of said Portage Creek Slough to the East line of said Southwest quarter of the Southeast quarter of Section 7;  
Thence North 00°15'21" East along the East line of said subdivision a distance of 619.53 feet, more or less, to the Northeast corner of said Southwest quarter of the Southeast to the point of beginning;

(Also known as Lot B of Survey, recorded under Recording No. 7710170329, records of Snohomish County, Washington).

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*Exhibit A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.G.U.1002*

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Parcel E:

All that portion of the Northwest quarter of the Northeast quarter of Section 18, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, lying North of Portage Slough.

Situate in the County of Snohomish, State of Washington.

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*Exhibit A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

File No.: 808271RT

## 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. 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.

First page or cover sheet:

3" top margin containing nothing except the returned 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 name 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 separate page. All notary and other pressure seal must be smudged for visibility. Font size of 8 points or larger.

6. Notice: 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.

## END OF SCHEDULE B PART I

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*Schedule B-I-Requirements – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY RAINIER TITLE, AGENT FOR  
STEWART TITLE GUARANTY COMPANY

File No.: 808271RT

### General 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:

- A. 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.
- B. Defects, liens, encumbrances, adverse claims or other matters, if any, create, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

### Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Standard Coverage and ALTA Loan Policy (6/17/06)—Standard Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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*Schedule B-I-Requirements – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY RAINIER TITLE, AGENT FOR  
STEWART TITLE GUARANTY COMPANY

File No.: 808271RT

### General Exceptions Continued

#### Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Extended Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
4. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

#### Schedule B Exceptions appearing in ALTA Loan Policy (6/17/06) Extended Coverage and ALTA Homeowner's Policy Of Title Insurance (12/02/13)

- 1 Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808271RT**

**Special Exceptions:**

1. Due to reduced staffing at the county as a result of the pandemic and a large increase in documents submitted for recording:
  - o The Recorder's Office cannot guarantee expedited or same day service on any documents.
  - o The Recorder's Office is running about a week behind on documents submitted by mail.

Documents that need to be signed off by the county prior to recording and are being hard recorded may delay closing.

These include transactions that are registered land, open space or receiving a special tax exception, commercial property, properties that have personal property taxes tied to the real property and any properties that have an un-eliminated mobile home.

This is informational only and will not appear on the forthcoming policy(ies) to be issued.

2. The Land is situated within the boundaries of local taxing authority of Unincorporated Snohomish County.

**CAUTION:** Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax applicable to a sale prior to 1/1/2020, is 1.78%.

The rate of real estate excise tax to a sale on or after 1/1/2020 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 \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% 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. 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).

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3. General taxes and charges for the year 2022, which have been paid.

Amount: \$533.93  
Tax Account No.: 31-0507-003-010-00

Levy code: 01141  
Use Code: 830  
Assessed value of land: \$216,900.00  
Assessed value  
of improvements: \$0.00

Affects: Parcel A

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

A. Loren Kraetz  
21511 59th Avenue NE  
Arlington, WA 98223

4. General taxes and charges for the year 2022, which have been paid.

Amount: \$48.16  
Tax Account No.: 31-0507-003-011-00

Levy code: 05098  
Use code: 910  
Assessed value of land: \$2,000.00  
Assessed value  
of improvements: \$0.00

Affects: Parcel B

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

Michael W. and Pamela D. Loyd  
PO Box 3161  
Arlington, WA 98223

5. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year: 2022  
Amount billed: \$0.00  
Amount paid: \$0.00  
Amount unpaid: \$0.00  
Tax Account No.: 31-0507-004-005-00

Levy code: 01141  
Use Code: 830  
Assessed value of land: \$2,000.00  
Assessed value  
of improvements: \$0.00

Affects: Parcel C

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

A. Loren Kraetz  
21511 59th Avenue NE  
Arlington, WA 98223

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*Schedule B-I-Requirements – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.G.U.1002*





6. General taxes and charges for the year 2022, which have been paid.

Amount: \$390.11  
Tax Account No.: 31-0507-004-008-00

Levy code: 01141  
Use Code: 830  
Assessed value of land: \$162,200.00  
Assessed value of improvements: \$0.00

Affects: Parcel D

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

A. Loren Kraetz  
21511 59th Avenue NE  
Arlington, WA 98223

7. General taxes and charges for the year 2022, which have been paid.

Amount: \$23.50  
Tax Account No.: 31-05-18-001-025-00

Levy code: 01368  
Use code: 830  
Assessed value of land: \$216,900.00  
Assessed value of improvements: \$0.00

Affects: Parcel E

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

A. Loren Kraetz  
21511 59th Avenue NE  
Arlington, WA 98223

8. The lands described herein have been classified as farm and agricultural land, disclosed by Notice recorded under Recording No. [7905290231](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

Affects: Parcels C, D, E

9. The legal description submitted has been modified to comply with the public records and to reflect the parties presumed intent. Closing instructions must indicate that the legal description has been reviewed and approved by all parties to this transaction.

10. A search of the public record did not disclose any open Mortgages or Deeds of Trust for the property herein described. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements and/or to add additional items or exceptions upon receipt of the requested evidence.

11. We find no pertinent matters of record against the name(s) of the vested owners.

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Form: C.G.U.1002*



12. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [8804060263](#) (Parcels A, C, D, E)

NOTE: The Recording No. of the Deed under which title is held is: [8806130232](#) (Parcel B)

13. 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.

14. 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.

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

16. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Company  
Purpose: Electric transmission and/or distribution line(s)  
Area affected: a portion of said premises  
Recorded: August 4, 1928  
Recording No.: [432630](#)

Affects: Parcel E and other property

17. Easement and the terms and conditions thereof:

Purpose: Construct, maintain, and rehabilitate a drainage system  
Area affected: a portion of said premises  
Recorded: April 25, 1946  
Recording No.: [810116](#)

18. Matters set forth by survey:

Recorded: August 26, 1977  
Recording No.: [7708290256](#)

19. Matters set forth by survey:

Recorded: April 13, 1978  
Recording No.: [7804130252](#)

Affects: The South line of Parcel B

20. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the survey recorded under Recording No. [7810170329](#).

Affects: Parcel D

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21. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:  
Recorded: October 17, 1978  
Recording No.: [7810170329](#)  
Regarding: 20' access easement disclosed by survey  
  
Affects: Parcel D
22. Power of Attorney and Agreement to join and participate in the formation of an improvement district or road improvement project, and not to oppose or protest assessments therefore.  
Recorded: May 4, 1982  
Recording No.: [8205040150](#)  
  
Affects: Parcel B and other property
23. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the short subdivision recorded under Recording No. [8205140136](#).
24. Critical Areas Site Plan and the terms and conditions thereof:  
Recorded: September 19, 2008  
Recording No.: [200809190058](#)  
  
Affects: Parcel B and other property
25. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Portage Slough.
26. Rights of State of Washington to that portion of the land, if any, lying in the bed of Portage Slough, if that waterway is navigable.
27. Rights and easements of the public for commerce, navigation, recreation and fisheries.
28. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

### End of Special Exceptions

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808271RT**

**Schedule B Part II Continued**

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intention of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provide solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Rainier Title, LLC/Commonwealth Land Title Insurance Company, assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice
- D. Abbreviated Legal Description: Ptns of the NEQ NWQ and NWQ NE of 18-31-5E, and ptns of the SEQ SWQ and SWQ SEQ of 7-31-5E, Snohomish County
- E. Property Address VACANT LAND, Arlington, WA 98223
- F. VACANT LAND, Arlington, WA 98223
- G. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- H. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com). A hard copy version may be issued upon request.
- I. Notice: Please be aware that due to the conflict between federal and state laws concerning 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.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE INSURANCE COMPANY

**RECORDING**

We electronically record our files with the county. Please send the original documents and make excise tax checks payable to Rainier Title. Recording packages received with excise payable to the county will not be recorded the same day and will be walked on the following business day if released after the hard recording times below.

Documents for Snohomish County should be delivered to our Everett office at 2722 Colby Avenue, Suite 125, Everett, WA 98201.

Documents for King County should be delivered to our Seattle office at 9750 Third Ave NE, Suite 425, Seattle. WA 98115.

Documents for Pierce County should be delivered to our Kent office at 20435 72nd Ave. S., Bldg. 3 Suite 155, Kent, WA 98032.

Documents for Thurston County should be delivered to our Kent office at 20435 72nd Ave. S., Bldg. 3 Suite 155, Kent, WA 98032.

Last Release Times:

|            | E-Record                                 | Hard Record                          |
|------------|--|--------------------------------------|
| King:      | 3:30pm                                   | 12:30pm                              |
| Pierce:    | 3:45pm                                   | 2:00pm                               |
| Snohomish: | 3:30 pm Mon. - Thurs., 2:30 pm Fri.      | 2:00pm Mon. – Thurs., 1:00pm on Fri. |
| Thurston:  | 4:00pm for non-excise; 3:30pm for excise | 12:00pm                              |

Recording Fees charged by the county will be billed as follows:

Deeds of Trust: \$204.50 for the first page and \$1.00 for each additional page.

Deeds: \$203.50 for the first page and \$1.00 for each additional page.

**Please add \$2.75 per document for electronic recording.**

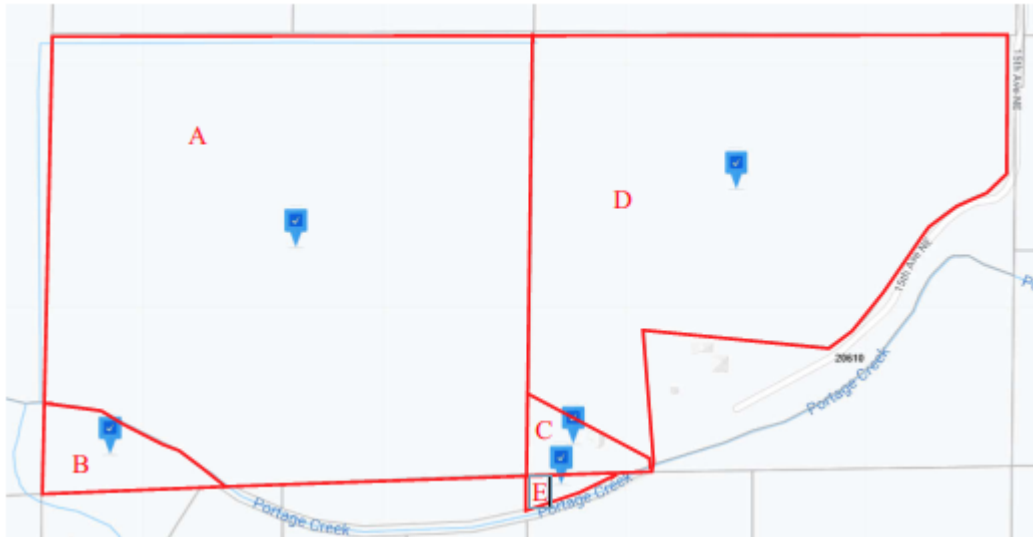
This sketch is provided without charge, for your information. It is not intended to show all matters related to the property including, but not limited to: area, dimensions, easements, encroachments or location of boundaries. It is nota part of, nor does it modify, the commitment/policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information. \_

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File Number: 808271RT



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# STG Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information.  | Do we share | Can you limit this sharing?   |
|--|-------------|---|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.  | Yes         | No  |
| <b>For our marketing purposes</b> — to offer our products and services to you.   | Yes         | No  |
| <b>For joint marketing with other financial companies</b>  | No          | We don't share  |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes         | No  |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.   | No          | We don't share  |
| <b>For our affiliates to market to you</b> – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.  | Yes         | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591. |
| <b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.  | No          | We don't share  |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

|  |   |
|--|---|
| <b>How often do the Stewart Title companies notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.  |
| <b>How do the Stewart Title Companies protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.   |
| <b>How do the Stewart Title Companies collect my personal information?</b>       | We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| <b>What sharing can I limit?</b>   | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.  |

**Contact us:** *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056