

# ALTA COMMITMENT FOR TITLE INSURANCE

Exhibit 5

Issued By agent:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

**500069301  
Amendment 1**

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



**CHICAGO TITLE COMPANY OF WASHINGTON****COMMITMENT NO. 500069301  
AMENDMENT 1**

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

**SCHEDULE A****ORDER NO. 500069301**

1. Effective Date: August 10, 2018 at 08:00 AM
2. Policy or Policies to be issued:
  - a. ALTA Owner's Policy 2006  
Proposed Insured: Muttley Square Inc., a Washington corporation  
Policy Amount: \$575,000.00  
Premium: \$ 1,751.00  
Tax: \$ 169.85  
Total: \$ 1,920.85
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 Effective Date vested in:  
Beriko Properties, LLC, a Washington Limited Liability Company; and  
MKJ Silver Lake LLC, a Washington Limited Liability Company
5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A****Copyright American Land Title Association. All rights reserved.**

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## EXHIBIT "A"

### Legal Description

**For APN/Parcel ID(s): 280531-001-004-00**

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All that portion of the Northeast quarter of the Northeast quarter of Section 31, Township 28 North, Range 5 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 31;  
Thence South 0°54' West 160 feet;  
Thence North 51°03'15" West 113.57 feet to Southeasterly right of way state highway,  
Thence Southwesterly along said Southeasterly line on a curve to the right having a radius of 317.9 feet a distance of 117.92 feet;  
Thence South 74°11' West along said Southeasterly line 32.08 feet to the true point of beginning;  
Thence South 51°03'15" East to East line of said section;  
Thence South to a point which is 560 feet South of the Northeast corner of said section;  
Thence South 89°58' West 330 feet;  
Thence North 4°58'54" West 371.04 feet to Southeasterly right of way state highway;  
Thence North 74°11' East 150.00 feet more or less to the true point of beginning.

Except that portion for highway to the State of Washington by Decree Of Appropriation entered in Snohomish County Superior Court Cause No. 02-2-07147-1.

Situate in the County of Snohomish, State of Washington.

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**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, 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.

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**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

## 1. Reservations and recitals contained in the Real Estate Contract:

Grantor: James J. Hill and Almeda Hill, husband and wife  
Grantee: Hans Johansen and Mary Johansen, husband and wife  
Recording Date: November 30, 1950  
Recording No.: 974985

Said document provides for, among other things, the following:

The seller reserves the right to connect to the Silver Lake Water District water main now located on the above described property, and shall have the right to enter said property for the purpose of repairing or maintenance of said water line, conveying water to the Seller's property. The above connection is subject to the approval of the Silver Lake Water District, and the expense of said connection and water so received shall be born by the Seller herein.

## 2. Right to enter the Land to make repairs and to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said Land, as granted by instrument:

Recording Date: June 4, 1981  
Recording No.: 8106040178  
In Favor of: Public Utility District No. 1 of Snohomish County, General Telephone Company of the Northwest, Inc.  
Affects: Northerly portion

## 3. Irrevocable Offer to Grant Reciprocal Access Easement including the terms, covenants and provisions thereof

Recording Date: August 11, 2000  
Recording No.: 200008110061

## 4. 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 and Verizon Northwest Inc.  
Purpose: Electric transmission and/or distribution system  
Recording Date: June 24, 2003  
Recording No.: 200306240574  
Affects: Northwesterly portion of said premises

**SCHEDULE B**

(continued)

5. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990. Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at [CapChargeEscrow@kingcounty.gov](mailto:CapChargeEscrow@kingcounty.gov).

\* A map showing sewer service area boundaries and incorporated areas can be found at:  
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx#4E564EB5E6894FBC95694BE009A45399>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

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

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

Present rate of real estate excise tax as of the date herein is 1.78 percent.

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).

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

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

7. 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:	2018
Tax Account No.:	280531-001-004-00
Levy Code:	00526
Assessed Value-Land:	\$442,500.00
Assessed Value-Improvements:	\$0.00

General and Special Taxes:

Billed:	\$5,231.22
Paid:	\$2,615.61
Unpaid:	\$2,615.61

8. This item intentionally deleted

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**SCHEDULE B**

(continued)

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

Limited Liability Company: MKJ Silver Lake 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. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- 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.

10. 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: Beriko Properties, 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. If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company that it was validly formed, is in good standing and authorized to do business in the state of origin.
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

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**SCHEDULE B**  
(continued)

11. This item intentionally deleted

12. This item intentionally deleted

13. This item intentionally deleted

14. This item intentionally deleted

**END OF EXCEPTIONS****NOTES**

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

Note A: **NOTE: We have received a copy of the Limited Liability Company/Partnership/ Corporation/Trustee Agreement of Beriko Properties, LLC. Based on our review, paragraph(s) 10 will not appear on the policy issued if the following conditions are met on the instrument to be insured:**

1. Marco Cooper OR Dino Cooper must sign as a manager of said entity.
2. All signature(s) must be notarized in a representative capacity.

Note B: **NOTE: We have received a copy of the Limited Liability Company/Partnership/ Corporation/Trustee Agreement of MKJ Silver Lake LLC. Based on our review, paragraph(s) 9 will not appear on the policy issued if the following conditions are met on the instrument to be insured:**

1. Michelle Bergh-Tountas must sign as a manager of said entity.
2. All signature(s) must be notarized in a representative capacity.

Note C: 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.

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**SCHEDULE B**

(continued)

Note D: **Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.**

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Ptn NE of NE 31-28-5

Tax Account No.: 280531-001-004-00

Note F: 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.

**END OF NOTES****END OF SCHEDULE B**

**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

**END OF CONDITIONS**

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