



First American

First American Title Insurance Company

712 Shaw Road E
Puyallup, WA 98372

January 20, 2023

Krista Linden, Step by Step
3303 #A 8th Avenue SE
Puyallup, WA 98372

Phone: (253)896-0903

Fax:

Title Officer:	DeNese Montgomery
Phone:	(253)382-2811
Fax No.:	(866)651-5629
E-Mail:	dmontgomery@firstam.com
Order Number:	3955888

Escrow Number:	3955888
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Buyer:	Maskal
Owner:	Maskal
Property:	506 & 602 33rd St SE Puyallup, Washington 98372

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-3955888

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY


a Nebraska corporation, herein called the Company

GUARANTEES

Krista Linden and Step by Step

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

3955888

Fourth Commitment

Order No.: 3955888

Liability: \$2,000.00

Fee: \$750.00

Tax: \$75.00

Name of Assured: Krista Linden and Step by Step

Date of Guarantee: January 12, 2023

The assurances referred to on the face page hereof are:

1. [Title is vested in:](#)

Thomas P. Maskal, as his sole and separate property, as to Parcel A; and Thomas P. Maskal and Glenna A. Maskal, husband and wife, as to Parcels B and C

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.
3. The following matters are excluded from the coverage of this Guarantee
 - A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
 - B. Water rights, claims or title to water.
 - C. Tax Deeds to the State of Washington.
 - D. Documents pertaining to mineral estates.
4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.
5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.
6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
3955888

RECORD MATTERS

1. General taxes and assessments, if any, for the year 2023, in an amount not yet available, which cannot be paid until the 15th day of February of said year.

Tax Account No.: 0420264007
Assessed Land Value: \$ 1,097,400.00
Assessed Improvement Value: \$ 0.00

Note: Taxes and charges for 2022 were paid in full in the amount of \$91.21.
Affects: Parcel A

2. General taxes and assessments, if any, for the year 2023, in an amount not yet available, which cannot be paid until the 15th day of February of said year.

Tax Account No.: 0420264019
Assessed Land Value: \$ 634,200.00
Assessed Improvement Value: \$ 0.00

Note: Taxes and charges for 2022 were paid in full in the amount of \$57.34.
Affects: Parcel B

3. General taxes and assessments, if any, for the year 2023, in an amount not yet available, which cannot be paid until the 15th day of February of said year.

Tax Account No.: 0420264018
Assessed Land Value: \$ 685,500.00
Assessed Improvement Value: \$ 0.00

Note: Taxes and charges for 2022 were paid in full in the amount of \$67.69.
Affects: Parcel C

4. Taxes which may be assessed and extended on any subsequent roll for the tax year 2023, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.

5. **Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Farm and Agricultural Land was given by the Pierce County Assessor.**

Affects: Parcels A and C

6. **Potential taxes, penalties and interest incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34. Notice of approval of such classified use as Farm and Agricultural Land was given by the Pierce County Assessor on September 27, 1971 and April 08, 1974 under recording no. [2414198](#) and [2546752](#).**

Affects: Parcel B

7. A mortgage to secure an original principal indebtedness of \$200,000.00, and any other amounts or obligations secured thereby, recorded January 08, 2014 as [201401080329](#) of Official Records.

Dated: December 31, 2013

Mortgagor: Thomas P. Maskal and Glenna A. Maskal, a married couple

Mortgagee: Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended

Affects Parcel C

The Mortgage was Partially released as to that portion conveyed to the City of Puyallup for right of way purposes by instrument recorded November 13, 2020 under recording no. [202011131160](#).

8. 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.
9. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

10. The terms and provisions contained in the document entitled "Right of Way Contract"

Recorded: September 04, 1956

Recording No.: [1766024](#)

Affects: Parcel B

11. The terms and provisions contained in the document entitled "Ordinance No. 2283"

Recorded: December 19, 1991

Recording No.: [9112190243](#)

Affects: Parcel B

12. The terms and provisions contained in the document entitled "Memorandum of Easement"

Recorded: September 22, 2005

Recording No.: [200509220219](#)

Affects: Parcel B

13. Easement, including terms and provisions contained therein:

Recorded: October 10, 2014

Recording Information: [201410100124](#)

In Favor Of: Puget Sound Energy, Inc., a Washington corporation

For: Electric and/or gas transmission and/or distribution system

Affects: Parcel B

14. Easement, including terms and provisions contained therein:
Recorded: August 03, 2017
Recording Information: [201708030608](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system
Affects: Parcel B

In this connection we note that the legal description for said Easement in said document appears to be incorrect in that the 64.85-foot call runs to the East and should rather run to the West. Said document must be corrected and re-recorded.

15. The terms and provisions contained in the document entitled "Latecomer's Agreement for Reimbursement of Sewer Extension Project between the City of Puyallup and Viking JV LLC"
Recorded: July 06, 2021
Recording No.: [202107061306](#)
Affects: Parcels A and C

16. The terms and provisions contained in the document entitled "Latecomer's Agreement for Reimbursement of Sewer Extension Project between the City of Puyallup and Viking JV LLC"
Recorded: August 05, 2021
Recording No.: [202108050859](#)

17. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Core Design on October 26, 2021 last revised November 05, 2021, designated Job Number 21374:

(A) No survey matters.

Affects: Parcels A and C

18. The terms and provisions contained in the document entitled "Latecomer's Agreement for Reimbursement of Sewer/Water Extension Project between the City of Puyallup and Viking JV LLC"
Recorded: April 13, 2022
Recording No.: [202204130267](#)

Re-recorded under Recording Number [202204130516](#).

Informational Notes, if any



First American

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
3955888

The land in the County of Pierce, State of Washington, described as follows:

PARCEL A:

BEGINNING 250.47 FEET SOUTH OF A POINT 16.15 FEET NORTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.

THENCE WEST PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION LINE, 876.5 FEET, MORE OR LESS, TO THE EAST LINE OF THAT CERTAIN TRACT OF LAND DEEDED TO E. O'SHEA BY DEED DATED JUNE 30, 1897 AND RECORDED JULY 5, 1897 UNDER AUDITOR'S NO. [113033](#);
THENCE SOUTH ALONG THE EAST LINE OF SAID O'SHEA TRACT, 366.81 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL C CONTRACTED TO BE CONVEYED IN CONTRACT OF SALE RECORDED UNDER AUDITOR'S NO. [2967518](#);
THENCE EAST ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF A TRACT OF LAND CONVEYED IN DEED RECORDED UNDER AUDITOR'S NO. [2372538](#), TO THE EAST LINE OF SAID SECTION;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, TO THE POINT OF BEGINNING.

EXCEPT THE EAST 20 FEET FOR TURNER ROAD (134TH AVENUE EAST).

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, AND THE NORTH LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY;
THENCE NORTH 611.45 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT CERTAIN TRACT CONVEYED TO WILLIAM ESPELAND BY DEED RECORDED IN VOLUME 693 OF DEEDS AT PAGE 355, UNDER RECORDING NO. [1300475](#);
THENCE ON SAID SOUTH LINE WEST 300.18 FEET;
THENCE SOUTH 530 FEET, MORE OR LESS, TO THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY;
THENCE EASTERLY ALONG SAID RAILWAY RIGHT OF WAY TO THE POINT OF BEGINNING.

EXCEPT THE EAST 20 FEET FOR RIGHT OF WAY FOR R.S. MORE ROAD (TURNER RD.), AS CONVEYED AND DEDICATED TO PIERCE COUNTY BY INSTRUMENT RECORDED NOVEMBER 4, 1920 UNDER RECORDING NO. [578370](#).

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL C:

THE NORTHERLY 250.47 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 04 EAST, W.M., IN PIERCE COUNTY,

WASHINGTON;
THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 13.17 1/2 CHAINS TO THE
NORTHEAST CORNER OF THE FIVE ACRE TRACT OF LAND CONVEYED BY THOMAS DONNELLY TO E.
O'SHEA, BY DEED RECORDED UNDER RECORDING NO. [113033](#);
THENCE SOUTH, ALONG THE EAST LINE OF SAID FIVE ACRE TRACT, 14.87 CHAINS TO THE RIGHT OF
WAY OF THE NORTHERN PACIFIC RAILROAD COMPANY;
THENCE EASTERLY, ALONG THE RIGHT OF WAY OF SAID NORTHERN PACIFIC RAILROAD COMPANY,
13.77 CHAINS, TO THE EAST LINE OF SAID SECTION 26;
THENCE NORTH, ALONG SAID SECTION LINE, 18.45 CHAINS, TO THE POINT OF BEGINNING.

EXCEPT THE EAST 20 FEET THEREOF CONVEYED TO PIERCE COUNTY FOR ROAD BY DEED RECORDED
UNDER RECORDING NO. [578370](#).

AND EXCEPT ANY PORTION THEREOF CONVEYED TO GILBERT E. TEITZEL AND MARY A. TEITZEL,
HUSBAND AND WIFE, BY CORRECTION DEED RECORDED UNDER RECORDING NO. [8311100008](#).

EXCEPT THAT PORTION CONVEYED TO CITY OF PUYALLUP BY DEED RECORDED UNDER RECORDING
NO. [202104090539](#)

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



First American

First American Title Insurance Company
712 Shaw Road E
Puyallup, WA 98372

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.