



*First American*

## **First American Title Insurance Company**

**712 Shaw Road E  
Puyallup, WA 98372**

June 06, 2022

Don Smith  
True Point Surveying, LLP  
P.O. Box 731909  
Puyallup, WA 98373

Phone:  
Fax: (253)318-0410

Title Officer:	DeNese Montgomery
Phone:	(253)382-2811
Fax No.:	
E-Mail:	dmontgomery@firstam.com
Order Number:	3943235

Escrow Number:	3943235
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Buyer:	n/a
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Owner:	KLS 1400 LLC and First Baptist Church of Puyallup
Property:	1400 River Road E & 1219 15th Street NW Puyallup, Washington 98371

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

**5003353-3943235**

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**

#### **True Point Surveying, LLP**

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.

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**First American Title Insurance Company**

Kenneth D. DeGiorgio, President

Greg L. Smith, 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](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606**



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# Schedule A

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3943235**

Order No.: 3943235

Liability: \$2,000.00

Fee: \$750.00

Tax: \$ 75.00

Name of Assured: True Point Surveying, LLP

Date of Guarantee: June 01, 2022

The assurances referred to on the face page hereof are:

1. Title is vested in:

KLS 1400, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO PARCELS A, B & C AND FIRST BAPTIST CHURCH OF PUYALLUP, A WASHINGTON NON-PROFIT CORPORATION, WHICH ACQUIRED TITLE AS FIRST BAPTIST CHURCH OF PUYALLUP, WASHINGTON, A WASHINGTON CORPORATION, AS TO PARCEL D

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.



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# Schedule B

## Subdivision Guarantee

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**3943235**

### RECORD MATTERS

1. General Taxes for the year 2022. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 4920000019

#### **1st Half**

Amount Billed:	\$	77,058.69
Amount Paid:	\$	77,058.69
Amount Due:	\$	0.00
Assessed Land Value:	\$	9,660,600.00
Assessed Improvement Value:	\$	4,693,600.00

#### **2nd Half**

Amount Billed:	\$	77,058.70
Amount Paid:	\$	0.00
Amount Due:	\$	77,058.70
Assessed Land Value:	\$	9,660,600.00
Assessed Improvement Value:	\$	4,693,600.00

Affects: Parcels A, B and C

2. Liability, if any, for pro-rata portion of **Real Property** taxes, which are carried on the Pierce County Tax Rolls, as exempt. Tax account no. 4920000019.

The taxes for the current year reflect an exemption for Non-Profit Church Property. Any curtailment of the exemption may result in an additional amount being due for the current year and for any re-assessment of land and improvement values.

Affects: Parcel D

3. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: KLS 1400, LLC, a Washington limited liability company

Grantee/Beneficiary: JPMorgan Chase Bank, N.A.

Trustee: First American Title Insurance Company

Amount: \$8,200,000.00

Dated: April 11, 2017

Recorded: April 21, 2017

Recording Information: 201704210174

Parcels A, B and C

4. An unrecorded lease and the terms and conditions thereof, disclosed by instrument recorded under recording no. 201704210175.

Lessor: KLS 1400, LLC, a Washington limited liability company

Lessee: KLS, Inc., a Washington corporation

Dated: April 25, 2001


Term: Undisclosed

Parcels A, B and C


The lien of said unrecorded lease was subordinated to the lien of the instrument recorded April 21, 2017 under recording no. 201704210174 by agreement recorded April 21, 2017 under recording no. 201704210175 .


- 5. 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.
- 6. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Plat of George O.Kelly's 1st Subdivision of part of the B.F. Wright D.L.C. #39, in Sections 20, 21, 28, 29 Township 20 North, Range 4 East, W.M. recorded in Volume 7 of Plats, Page(s) 80.  
Affects: Parcel D

- 7. Waiver of all claims for damages against Pierce County or King County that may arise or result from its efforts to control the Stuck River, as contained in instrument recorded June 30, 1914 under recording number 405370.  
Affects: Parcels A, B and C

-  8. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat recorded under recording number 8109170287.  
Affects: Parcel C

- 9. Zoning Agreement and the terms and conditions thereof:  
Between: City of Puyallup  
And: Stanley D. Morris and Mildred L. Morris, husband and wife  
Recording Information: 8204280160  
  
Modification and/or amendment by instrument:  
Recording Information: 9202200349  
Affects: Parcels A and B

-  10. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat recorded under recording number 8211150208.  
Affects: Parcel A

-  11. Terms, conditions, restrictions and provisions for the maintenance of roads, as contained in instruments recorded under recording numbers 8211220200 and 8211220204.

In this connection we note private road and utility Easements over and across portions of Short Plat 8211150208, as disclosed by above-said instruments.

Affects: Parcel A

- ◆ 12. Easement, including terms and provisions contained therein:  
 Recording Information: 8211220202  
 For: Ingress, egress and utilities to and from Lots 3 & 4 of Short Plat Number 8211150208  
 Affects: Lot 2 of Parcel A
- ◆ 13. Easement, including terms and provisions contained therein:  
 Recording Information: 8211220203  
 For: Ingress, egress and utilities to and from Lot 1 of Short Plat Number 8211150208  
 Affects: Lot 2 of Parcel A
- ◆ 14. Easement, including terms and provisions contained therein:  
 Recording Information: 8211220205  
 For: Ingress, egress and utilities to and from Lots 1 and 4 of Short Plat Number 8211150208  
 Affects: Lot 3 of Parcel A
- ◆ 15. Easement, including terms and provisions contained therein:  
 Recording Information: 9006200288  
 In Favor of: City of Puyallup  
 For: Water main pipe line  
 Affects: Parcel C
- ◆ 16. Easement, including terms and provisions contained therein:  
 Recording Information: 200008170648  
 In Favor of: Puget Sound Energy, Inc., a Washington corporation  
 For: One or more utility systems  
 Affects: Parcels A and B

**Informational Notes, if any**

- 1. Special taxes for the year 2022, which have been paid.

Tax Account No.:	4920000030
Code Area:	096
Amount:	\$ 9.65
Assessed Land Value:	\$ 1,137,800.00
Assessed Improvement Value:	\$ 676,800.00

Affects: Parcel D



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# Schedule C

## Subdivision Guarantee

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**3943235**

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

PARCEL A:

LOTS 1 TO 4, INCLUSIVE, PIERCE COUNTY SHORT PLAT NUMBER 8211150208, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1982, RECORDS OF THE PIERCE COUNTY AUDITOR.

EXCEPT 15TH STREET NORTHWEST ABUTTING ON THE WEST.

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

PARCEL B:

COMMENCING AT A POINT 52 FEET NORTH OF A STONE MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF 15TH STREET NORTHWEST AND THE LINE OF THE PUYALLUP INDIAN RESERVATION IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

THENCE AT A RIGHT ANGLE TO SAID CENTERLINE OF 15TH STREET NORTHWEST, EAST 15 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE CONTINUING EAST 274 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF STATE ROAD NUMBER 5;

THENCE ALONG SAID ROAD RIGHT OF WAY LINE NORTHWESTERLY 316.25 FEET, MORE OR LESS, TO A POINT 30 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID RIGHT OF WAY LINE AND A LINE THAT IS PARALLEL WITH AND 15 FEET EAST OF SAID CENTERLINE OF 15TH STREET NORTHWEST; THENCE SOUTHWESTERLY 26.6 FEET TO A POINT ON A LINE 15 FEET EAST OF SAID CENTERLINE OF 15TH STREET AND 30 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY LINE OF SAID STATE ROAD AND THE EAST LINE OF SAID 15TH STREET, EXTENDED NORTH;

THENCE ON SAID EAST LINE OF 15TH STREET SOUTH TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF PUYALLUP BY STATUTORY WARRANTY DEED RECORDED SEPTEMBER 15, 1999 UNDER RECORDING NUMBER 9909150369.

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

PARCEL C:

LOT 1, PIERCE COUNTY SHORT PLAT NUMBER 8109170287, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1981, RECORDS OF THE PIERCE COUNTY AUDITOR.

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

PARCEL D:

LOT 2 OF GEORGE O. KELLY'S 1ST SUBDIVISION OF PART OF THE B.F. WRIGHT D.L.C. #39 IN SECTIONS 20, 21, 28, 29, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN, ACCORDING TO PLAT RECORDED IN BOOK 7 OF PLATS AT PAGE 80, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE WEST 15 FEET CONVEYED TO THE CITY OF PUYALLUP FOR ROAD PURPOSES BY DEED

RECORDED UNDER AUDITOR'S NO. 2113963.

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT AS MONUMENT IN THE CENTER OF COTTER STREET, NOW 15TH STREET NORTHWEST, WHICH MARKS A SOUTHWEST CORNER OF LOT 2, GEORGE O. KELLEY'S 1ST SUBDIVISION;

THENCE EAST 15 FEET FOR THE POINT OF BEGINNING;

THENCE CONTINUE EAST ON THE SOUTH LINE OF SAID LOT, 175 FEET;

THENCE NORTH 135 FEET;

THENCE WEST 175 FEET TO THE EAST LINE OF SAID COTTER STREET;

THENCE SOUTH ON SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO CITY OF PUYALLUP FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 9901280666.



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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.