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Greetings

Congratulations on your home purchase!

We know the home buying process can be both exciting and overwhelming at times. There are a number of steps between when you make the offer and when you get the keys. To help you navigate the title and escrow portion of your purchase journey, we've compiled this booklet of information that explains the process.

We are here for you each step of the way, so please let us know if you have any questions or concerns.

Best wishes,

Your CW Title and Escrow Team

title and escrow terms you should know

Affidavit A written statement made under oath before a notary public or other judicial officer.

Appraisal A report from an independent third party detailing the estimated value of real estate.

Closing A Purchase and Sale Agreement defines closing as when recording numbers have been provided by the county and funds are available to the seller.

Closing Disclosure A five-page form that provides final details about the mortgage loan you have selected. It includes the loan terms, your projected monthly payments, and how much you will pay in fees and other costs to get your mortgage (closing costs). It is given three (business) days before closing.

Consummation The point when the buyer becomes contractually obligated to the creditor on the home loan (not when the buyer becomes contractually obligated to the seller on a real estate transaction).

Deed A document through which a conveyance of property is effected. This is the document the seller will sign.

Deed of Trust This is the document that makes the home collateral for a loan. It discloses the original loan amount, other terms and conditions for the loan set by the lender. When recorded, it provides public notice of the debt.

Disbursement date The date funds are paid out to each party involved in the purchase and sale of a home.

Earnest money A deposit of funds by the purchaser as evidence of good faith in the contract (Purchase and Sale Agreement).

Easement A right to use all or part of the land owned by another for a specific purpose. An easement may, for example, entitle its holder to install and maintain sewer or utility lines.

Encroachment Any building, improvement or structure located on one property (such as a wall, fence or driveway) that intrudes upon the property of another.

Exception Exceptions on a title report are information that a future homeowner will need to know about their rights and responsibilities as owner of that property. Examples are covenants, agreements, easements and other items that run with the land (i.e., are in perpetuity). Other exceptions are items that must be cleared to close. That includes loans or liens that need to be paid off, estate or divorce info that needs to be cleared, and legal matters that need to be resolved.

Excise tax In Washington state, the cities and counties collect excise tax from the seller based on the sales price of the home. The typical rate is 1.78 percent of the sales price, but this can vary by city.

Judgment The determination of a court regarding the rights of parties in an action. A judgment on a property owner can create a lien on all of that owner's land within a certain jurisdiction.

Legal Description The legal way to describe a property based on the location as recorded in the official plat maps of the county in which it's located.

Lien A monetary charge imposed on a property, usually arising from some debt or obligation.

Loan Estimate A form that provides you

with important information, including the estimated interest rate, monthly payment and total closing costs for the loan. The lender must provide a Loan Estimate within three business days of receiving an application.

Recording The noting in a public office of the details of a legal document (such as a deed or mortgage) affecting the title to real estate. When such an instrument is properly recorded, it is considered to be a matter of public record. Legally, that means that all subsequent purchasers are deemed to have constructive knowledge of that information.

Title Commitment Also called the title report, this is a document issued by a title insurance company that contains the conditions under which a policy of title insurance will be issued.

Title insurance policy A contract of title insurance under which the insurer, in keeping with the terms of the policy, agrees to indemnify the insured against loss arising from claims against the insured's interest in the property.

what is title insurance? And why do I need it?



A title insurance policy is a contract insuring the insured's "ownership" or "interest" in a specific piece of real property. A title insurance policy insures the owner or others having an interest in the property against loss due to encumbrance, defective title or adverse claims against the title. This includes "hidden hazards," explained below as well as later in this guide.

How long does title insurance last?

Coverage lasts as long as you or your heirs retain an interest in the real property and, in some cases, even longer.

Who pays for title insurance?

Typically, the seller pays for the ALTA (American Land Title Association) Homeowner Policy. This is the policy that protects the buyer. The buyer pays for a policy that protects their lender, which of course isn't needed if they are paying cash and not using a lender. While these items are negotiable, the typical Purchase and Sale Agreement used in the Puget Sound area has this typical scenario built into it.

What is a title search?

A title search is a detailed examination of the historical records concerning the real property. These records include deeds, court records, property indexes, name indexes and tax records. The purpose of the search is to verify the seller's right to transfer ownership and to discover any claims, defects, rights or burdens affecting the property.

What problems can be revealed?

A title search can show defects, liens, encumbrances and restrictions, such as unpaid taxes, unsatisfied mortgages, judgments against the seller and restrictions limiting the use of the land.

Are there problems that can be missed?

Yes. There are some "hidden hazards" that even the most diligent title search may never reveal. For instance, the previous owner could have incorrectly stated his marital status, resulting in a possible claim by his legal spouse. Other "hidden hazards" include fraud, forgery, defective deeds, mental incompetence, confusion due to similar names and clerical errors in the records.

HOW ONE CAN HOLD TITLE

	COMMUNITY PROPERTY / DOMESTIC PARTNERSHIP	TENANCY IN COMMON	TRUST	
WHO CAN TAKE TITLE?	Only married spouses or domestic partners.	Any number of persons. May involve husband and wife or domestic partner.	The trustee holds title on behalf of the beneficiaries, which can be individuals, groups of persons, or other entities.	
HOW IS OWNERSHIP DIVIDED?	Each spouse/partner is presumed to own a community interest in the real property after marriage or registration of domestic partnership.	Ownership can be divided into any number of interests, which may be equal or unequal.	The trustee holds legal title; the beneficiary(ies) hold equitable title.	
WHO HOLDS THE TITLE?	Title is usually vested as: John and Jane Doe, husband and wife; or John Doe and Jane Doe, domestic partners; or John Doe and Jim Smith, married spouses.	Title may be vested as: Amy, Barb and Curt, tenants in common, each as to an undivided one-third interest.	The trustee holds legal title. Title is usually vested as; Jane Doe, Trustee of the John Doe Family Trust.	
WHO HAS POSSESSION?	Each spouse/partner has the right to manage and control the property.	Tenants in common have an equal right of possession.	Right of possession as specified in the trust agreement.	
HOW DO OWNERS CONVEY THEIR INTEREST?	Both spouses/partners must convey by a single written deed. In limited circumstances, one spouse/ partner may convey the real property associated with a family business.	Each tenant in common may convey his or her interest separately.	Pursuant to the trust agreement, the trustee conveys the trust property on behalf of the beneficiary(ies).	
WHAT IS THE PURCHASER'S STATUS?	Purchaser may acquire an interest, if the interest is conveyed by a deed signed and acknowledged by both spouses/partners.	Purchaser of a tenancy in common interest will become a tenant in common with the other co-owners of the property.	Purchaser may acquire legal and equitable title to the real property if the trustee executes a deed consistent with the trust agreement.	
WHAT HAPPENS IN CASE OF DEATH?	If a spouse/partner dies intestate (without a will), the decedent's community interest vests in the surviving spouse/partner.	Each tenancy in common interest may be devised by will.	If the trustee dies, a successor trustee may be named in the trust agreement, chosen by the trustor and beneficiaries, or appointed by the court.	
WHAT IS THE SUCCESSOR'S STATUS?	A spouse/partner may devise by will one-half of the community property. If so, a tenancy in common between devisee and survivor results.	Heirs or devisees become tenants in common with the other co-owners.	The successor trustee's status is defined by the trust agreement.	



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AS A SEPARATE ESTATE

Any number of persons.
May involve husband and wife
or domestic partner.

Any individual may take title as his or her separate estate.

Joint tenants must own equal undivided interests, acquire title by the same deed, and have equal rights to possess.

An individual owns a 100% interest in property held as his or her separate estate.

Title may be vested as: Andy, Bob and Carol, all as joint tenants with right of survivorship. If married or in a domestic partnership, title will be vested as: Amy, a married person as her separate estate. If in a domestic partnership, title may be vested as: Amy, a domestic partner as her separate estate. If single, title may be vested as: Bob, as his separate estate; or, Bob, a single person.

Joint tenants have an equal right of possession.

If single, the individual in title has the right to possession. If married or a domestic partner, the non-owning spouse or domestic partner who resides on the land will have a homestead interest.

Conveyance by one joint tenant alone severs his/her joint tenancy.

In many cases, the owner of the separate estate conveys his/her interest separately. If the owner of the separate estate is married or in a domestic partnership, in some circumstances a title company will require the owner's spouse or domestic partner to join in the deed.

Purchaser of a joint tenant's interest will become a tenant in common with the other co-owners of the property.

If the seller is single, the purchaser may acquire an interest, if the interest is conveyed by a deed signed and acknowledged by the seller. If the seller has a spouse or domestic partner and the seller's spouse/domestic partner does not join in the deed, the purchaser may take title presumptively subject to a community interest of the seller's spouse/partner.

On one joint tenant's death, his/ her interest vests immediately in the surviving joint tenant(s). Separate interests may be devised by will. If the decedent was single and died intestate, the decedent's separate interest passes first to children, if any, then to parents, siblings, grandparents or cousins. If the decedent was married or in a domestic partnership and died intestate, the spouse or domestic partner takes one-half, three-quarters or all of the separate estate, depending upon whether the decedent was survived by children, parents or siblings.

The last survivor owns the property as his or her property alone.

Heirs or devisees become tenants in common with other co-owners, if any.



So now you're probably asking "Does title insurance really protect me?"

Yes. If your claim is accepted, the title insurance company may defend your title in court if necessary, at the company's expense. Alternately, the title insurance company will indemnify you against monetary loss or damage due to covered title defects, according to the terms of your title insurance policy.

What problems can be revealed?

A title search can show defects, liens, encumbrances and restrictions, such as unpaid taxes, unsatisfied mortgages, judgments against the seller and restrictions limiting the use of the land. Other examples include:

- A forged signature or a false deed altogether, which means the property wasn't really transferred to you.
- Inaccurate public records (often human error) may show property lines in the wrong location. For instance, a public easement for utilities really runs six feet farther into your backyard than shown in public records. This not only affects your expectations for how much property is yours but may also affect what you're able to do with that property, not to mention your property value.
- A previous owner's heir (who was unknown at the time of the sale) is now claiming ownership of the property, which puts the legality of the transaction in question.
- Part of the selling process was conducted under an expired or invalid power of attorney. If a party to the transaction isn't legally recognized as able to perform a role, then the transaction isn't considered valid.

This is just the tip of the iceberg when it comes to what could potentially be in the hidden history of your home's past ownership.

Most issues with title can be fixed with a few phone calls, sign-offs on legal documents or some other mechanism for resolving the issue relatively easily. Hidden hazards may arise after closing—sometimes years after you've purchased the property.

That's why you have title insurance.

What to expect on your title commitment:

After the Purchase and Sale Agreement (PSA) has been signed by all parties to the transaction and sent to escrow, title will email you a preliminary title commitment. This is also referred to as the CW Title Snapshot.

The Snapshot has supporting documents hyperlinked in blue. It's imperative to thoroughly read this commitment and ALL supporting documents. Just click to open and read. Reading through them in a timely manner ensures you will have time to ask questions if there is something you didn't understand.

The next two pages detail exceptions you may find on your title commitment. Many exceptions on title "run with the land"—meaning they are attached to the property and will stay there. Other exceptions are brought up as they are issues on title and need to be corrected.

IMPORTANT ITEMS YOU MAY FIND ON

While a broad variety of items may be included in a title report, here are some of the most common, along with descriptions of what they mean.

VESTING — On the front page of a title report, you'll see the name of who is vested in title. In the majority of cases, this will be the seller. Typically it's an individual person, a combination of people, a trust or a business. This usually tells you who can sign the contract on behalf of the sale. Sometimes a title company will need to gather more details to verify who can sign, such as information on an estate, divorce or marriage, or documents from a trust or business.

LEGAL DESCRIPTION — This is the legal way to describe the property as approved by the county. All legal documents use the legal description (whereas the post office would use the mailing address). It's used on the deed transferring title to the new owner, on the deed of trust if there's a loan on the property, and in other official documents to describe the location and legal parameters of the property.

PROPERTY TAXES AND ASSESSMENT — The assessed value is the value the county places on the property for taxation purposes. This is often different from the market value. The annual tax obligation is based on the approved tax rate for that area (varying by county, city, school district) as applied to the assessed value. For detailed information, you can go to the website of the tax assessor for the county in which the property is located.

EASEMENTS — Easements are the rights granted to others to use the property for specific purposes. Typically the homeowner cannot block access to the person who's been granted the easement, so it's important to understand where the easements are if there are plans to expand the property. Typical easements are for utilities and shared sewers, but they may also be for a driveway shared with a neighbor, a view easement or other reasons.

MAINTENANCE AGREEMENT — You may see this on an easement or other shared amenity (private road, sewer or driveway, for example). This will outline the financial or other obligations for maintenance.

DEED OF TRUST — A deed of trust is the document that makes the home collateral for a loan. It does not show the current balance of the loan; it just reflects the original loan amount. There can be more than one loan on a home. If a home is paid off or was purchased without a loan, typically there will be no deed of trust on the title report.

PROBATE — If a seller has passed away, there may be a probate on the title report. This is a court case to take care of the financial affairs of the deceased. The probate info will typically say who can sign on behalf of the estate. An estate may choose not to go through the probate process, in which case the title company will work with the heirs to determine who can sign on behalf of the deceased party's estate.

JUDGMENTS AND LIENS — These are monetary items that attach to the subject property. These can include federal tax liens, DSHS liens, labor liens (for work done on the property), divorce judgments and more. These can often be taken care of out of the proceeds of the sale. If there is a dispute about a payoff, it needs to be taken care of prior to closing. NOTE: In some cases, the judgment or lien is for someone else with the same common name. This is usually cleared up with an ID Affidavit, a form that is filled out to correctly identify the person in question.

CC&Rs — This stands for "covenants, conditions and restrictions." They can range from dozens of pages or more for a condominium to a mention of a small item on an old deed. CC&Rs are not necessarily red flags on a title report, but if there is anything in them that interferes with the way a buyer intends to use a property, then that would be important to know up front.

PLAT OR SHORT PLAT — A plat is the way a larger piece of property is broken into smaller lots for development. A plat can be very old (such as older neighborhoods in the area) or very new (such as a new town house development). It is basic information the developer recorded with the county in order to get the plat approved. Sometimes those plats contain CC&Rs, easements, parking information and other important details.

the title commitment

COMMON RED FLAGS ON TITLE

IDENTITY MATTERS — Judgments and liens may be eliminated with an Identity Affidavit if they do not affect the vested owner, or purchaser. If they do affect our party but have been paid and not satisfied, a release may be recorded or filed to eliminate these matters from the record.

PENDING LEGAL ACTIONS — A civil action affecting real property will generally need to be dismissed or settled before title to the land can be insured without showing the action as an exception. A pending divorce may not need to be finalized for a sale or loan to close; however, there may be special requirements.

JOINT USE MATTERS — If it is not already recorded, the lender may require a joint maintenance agreement for driveways, party walls and access easements. The preliminary commitment will show an exception for a maintenance agreement if one is recorded. Often a signed and notarized statement from all parties involved is required to satisfy title.

EXTENDED COVERAGE — If an extended coverage owner's policy is requested, an ALTA/ACSM survey of the property is required on most sales.





key items to look for on the title commitment

11	Is your name (as the buyer) and the way you want to take title reflected correctly on the report?
2	Is the price correct?
3	Do you have questions about the seller? Who signed the contract? Does the name match who's on title as the seller? If not, you have every right to check with title or escrow and get clarification on that.
4	Are there covenants, agreements or other information on the title commitment that can impact the way the you, the buyer, intend to use the property? For instance, does an easement run right over the spot where you hope to pour a lovely patio? Is there a height restriction that will prevent you from adding another story to capture that view? The full documents are hyperlinked in blue in CW's Title Snapshot.
5	Are there liens, judgments or other issues that could impact your ability to close on time? Ask your escrow officer what the game plan is and if it will delay closing.
6	If you are reviewing the report prior to making an offer, be sure and check the date of the report. If it's more than a few weeks old, call the title company and see if there are any updates or supplements. Also, be sure that you have all of the supporting documents. (For example, if you see a mention of an easement, be sure you have the recorded document that has the details of that easement.) CW's Title Snapshot hyperlinks these documents in blue for your convenient access.
7	If you have questions on other items (surveys, easements, agreements, housing code violations, landslide covenants, geo-hazard warnings, bankruptcies, divorces, probates, on-site inspections, septic systems, etc.) when reviewing the report, just contact your CW Title Unit at 1.800.441.7701 to ask. That's what we are here for.

what is escrow?

And how does it work?



What is escrow?

Escrow is an impartial third-party process in which documents and funds are deposited by buyers, sellers and lenders to facilitate the closing for a real estate transaction. Escrow is required to follow mutual written instructions from all parties. We cannot follow transaction instructions that have been provided by only one party.

Escrow will coordinate with you (the buyer), the seller and lenders to obtain required signatures on all documents. Escrow works closely with the title officer to clear liens and encumbrances against the property, and record the documents with the county.

Why do I need escrow?

Escrow assures all parties to a transaction that no funds are delivered and no documents are recorded until all conditions in the transaction have been met.

How do I open escrow?

Opening escrow is the first step in the closing process. Generally, to open escrow, the parties to a transaction deliver to an escrow company the earnest money check and the Purchase and Sale Agreement, which outlines the transaction and provides the closing date, contingencies and financing details. Anyone involved in a transaction can "open escrow," but generally your real estate agent will do so. In the case of a for-sale-by-owner (FSBO), the buyer, the seller or both may open escrow.



Who sets the closing date?

The buyer or seller may select the closing date, but both must agree to it. The Purchase and Sale Agreement may state the closing date as "Closing to occur on or before October 20th, 2019." In most cases, closing occurs 30, 60 or 90 days from the date a Purchase and Sale Agreement is signed.

What do closing costs include?

The closing costs will include title search fees, taxes, notary fees, loan fees, escrow fees, recording fees, reconveyance fees, the real estate sales commission and other charges.

Who selects the escrow company?

The parties involved in the transaction decide which escrow company will close the transaction. Although it is very common for your real estate agent to recommend an escrow closer, the parties have the right to choose an escrow closer they feel is competent and experienced. The law prohibits escrow companies from paying referral fees to real estate agents, to protect the parties' right to select their own escrow closer.

what you can do to ensure a

To expedite the processing your transaction, CW Escrow will send you a package containing documents critical to closing on your home. This is typically sent via email, but hard copies can be mailed by request.

Please carefully read all documents before signing and returning them promptly. It is extremely important to get these documents back as soon as possible to keep the transaction moving forward.

Title commitment review

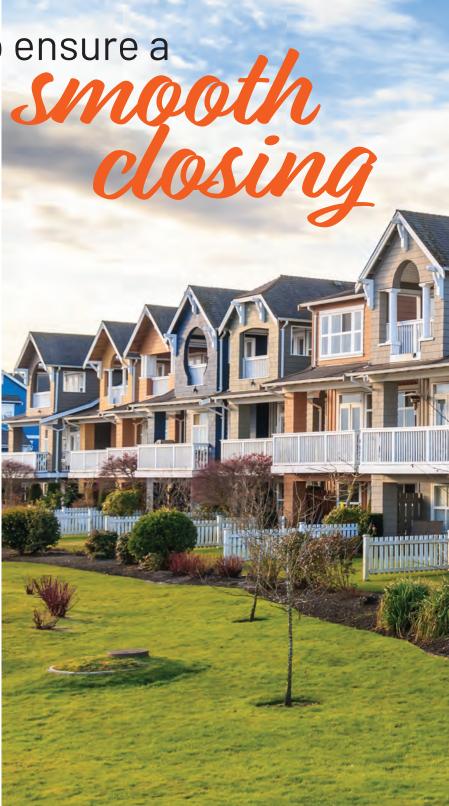
A copy of the Preliminary Commitment for Title Insurance will be sent to you under separate cover for your review. The title premiums shown are costs that will be paid by the appropriate party through the escrow.

Next steps

Escrow works with the lender to finalize numbers and balance the Closing Disclosure. Until this happens, we cannot set up a signing appointment.

It's important that you know and expect getting final numbers can happen within two days before closing. This means we might contact you one to two days prior to closing to set a signing appointment for the following day or later that same day.

For your convenience, our mobile notaries allow us to be flexible and accommodate you where and when it is best for you on signing day. They will come to you! We realize this can be a stressful time, but we will work with you to find a place and time that works best for you.





more tips for a smooth closing

Funds to close

Washington State Collected Funds law requires money to be timely deposited into escrow 24 hours in advance of your closing date for closing, recording and disbursement to happen.

Wire fraud is epidemic in real estate transactions. Millions of dollars in hard-earned funds are lost each year to scammers posing as parties to the real estate transaction. For this reason, we urge you to proceed with the utmost care when providing funds to close.





Good funds for closing monies are as follows:

- Cashier's check: Drawn only on a Washington state financial institution, deposited into escrow 24 hours prior to your closing date and recording. Cashier's checks must be made payable to CW Title.
- When circumstances require, CW Title and Escrow may accept wire transfers. Call your CW escrow closer at a known and verified phone number to be provided with our most current wire transfer procedures.



2-3 DAYS PRIOR TO CLOSING

CW Escrow works with lender to get numbers for final closing statements.

Two or so days before closing, Escrow will "balance the transaction" with the lender. Escrow will then contact you (buyer) with the amount they need to close and coordinate receipt of funds.

They will also set up a signing appointment at this time. The appointment may be for the next day (one day before closing).*

*Note: Federal guidelines specify the day the buyer can sign based on the date the lender's Closing Disclosure was delivered to the buyer.

THE NEXT BUSINESS DAY

Buyer signs documents.

CW offers complimentary mobile notaries so you can sign at a time and location most convenient for you.

DAY OF CLOSING

CW Escrow confirms lender and buyer funds have been deposited and sends the documents to the county to record.

In the afternoon of closing day, CW Escrow receives recording numbers from the county, and the transaction is officially closed.

Keep in mind this can happen late in the afternoon. During this exciting time, we know waiting can be hard!

CW Escrow will contact all parties with the good news, and the broker will arrange for you to receive keys.

what to expect on

signing day and closing day

Signing day

When closing documents are ready for you to sign, we will contact you to schedule an appointment with a mobile notary.

Our mobile notaries are experienced in escrow, and they go through a rigorous vetting process before we bring them on board. CW Escrow contracts with the same mobile notaries so they are familiar with our processes.

Bring the following to your signing appointment:

- Photo identification Since some of the closing documents may require notary acknowledgment, it will be necessary for you to provide picture identification (such as a valid driver's license or passport).
- Any additional supporting documents CW Escrow has requested.

Closing day

Escrow will confirm monies are received and will then release the documents to be recorded with the county. Regardless of what time escrow releases documents, it could be late into the afternoon before recording numbers are made available to us from the county. Once escrow has all the numbers, they will call all parties and let them know. Then your broker can deliver the keys!





The typical fees paid by a buyer and seller in a real estate transaction:

Seller is responsible for:	Buyer is responsible for:		
Owner's title insurance policy*	Lender's title insurance policy*		
1/2 escrow fee*	1/2 escrow fee*		
Excise tax*	Recording fees		
Real estate commissions*	Surveys		
Utility payoffs	1st year fire insurance		
Loan balances	1st year flood insurance (if applicable)		
Doc preparation fees—power of attorney, etc.	Doc preparation fees—quit claim deed, etc.		
Misc. fees (i.e., wire, courier, signing fees)	Misc. fees (i.e., wire, courier, signing fees)		
Prorated property taxes	Prorated property taxes		
Home warranty (depends on contract)	Home warranty (depends on contract)		
Homeowners Association Fees including: Prorated association duesResale certificate / miscellaneous fees	Homeowner's Association Fees including: • Prorated association dues • Resale certificate/miscellaneous fees		
FHA/VA financing other seller fees may apply	Property inspection		
	Pest inspection		
	Lender fees including: appraisal credit report loan origination fee* loan interest* private mortgage insurance* 		

^{*}Fees determined by sales price and/or loan amount.
Payment of fees above can be negotiated within contract.

the CW Title and Escrow Difference

Founded in 2001, we are a Northwest-based title and escrow company serving King, Pierce and Snohomish counties. We also work with our affiliates to service out-of-county title needs, and we offer escrow services for all counties in the State of Washington.

We pride ourselves on providing the best service available while ensuring the experience is seamless and timely.

We are headquartered in Bellevue, Washington, so our decisions are made locally. Our in-house underwriting, legal counsel and title examiners are experts in Puget Sound properties. Because there is little delay, CW Title is able to quickly respond to underwriting concerns.

CW Escrow offers courtesy mobile signings on all escrow closings at a time and location most convenient for you.

Our team is fun and energetic; we believe in doing what's right and we are serious about providing the highest level of customer service to you.



BELLEVUE | HEADQUARTERS

11201 SE 8th St, Suite 200 | Bellevue, WA 98004 p. 425.451.7301 | f. 888.484.2358

SEATTLE | BALLARD

8746 Mary Ave NW | Seattle, WA 98117 p. 206.781.1002 | f. 206.781.1025

SEATTLE | NORTHGATE

301 NE 100th St, Ste 100 | Seattle, WA 98125 p. 206.639.6500 | f. 206.639.6598

SOUTH KING COUNTY | KENT

841 Central Ave N, Ste 109 | Kent, WA 98032 p. 253.246.4900 | f. 253.246.4950

PIERCE COUNTY | PUYALLUP

1002 39th Ave SW, Ste 101 | Puyallup, WA 98373 p. 253.200.2700 | f. 877.346.3402

PIERCE COUNTY | TACOMA

3315 S 23rd St, Suite 104 | Tacoma, WA 98405 p. 253.284.5959 | f. 253.284.5969

SNOHOMISH COUNTY | LYNNWOOD

19401 40th Ave W, Ste 140 | Lynnwood, WA 98036 p. 425.563.1600 | f. 425.672.1020

