

3364950

# Warranty Deed

THE GRANTORS HENRY V. BENSON AND LUNA V. BENSON, his wife

Grant in consideration of Ten and no/100 Dollars in hand paid, convey 5 and

warrant to WILLIAM HENRY POSTON AND HILDA PAULINE POSTON, his wife the grantee the following described real estate

situated in the unrecorded plat of Beaconsfield-on-the-Sound ~~1300000000~~ in Township 22 North, Range 4, East W. M. in King County, Washington, to-wit:

Parcel "A" Beginning at the northeast corner of Section 7, Township 22, North, Range 4 East, W. M., and running thence along the section line, South 8°09'59" East, 1230.45 feet; thence South 81°50'01" West, 205.00 feet; thence North 8°09'59" West, 189.00 feet; to the true place of beginning of this description: thence continuing North 8°09'59" West 80.00 feet; thence North 81°50'01" East, 160.00 feet; thence South 8°09'59" East 80.00 feet; thence South 81°50'01" West, 160.00 feet to the true place of beginning. Being known as Tract 13, Beaconsfield-on-the-Sound, unrecorded.

Parcel "B" Beginning at the northeast corner of Section 7, Township 22 North, Range 4 East, W. M., and running thence along the section line, South 8°09'59" East 1230.45 feet; thence South 81°50'01" West, 939.81 feet to the southeasterly boundary of the Shank and Biggs Tract; thence along the said southeasterly boundary, South 35°02'00" West, 491.06 feet to a point in a large boulder marking the Southerly corner of said Shank and Biggs Tract; thence North 54°58'00" West, along the southeasterly boundary of said Shank and Biggs Tract 575.00 feet to the true place of beginning of this description; and running thence South 35°02'00" West, 130.92 feet to the meander line of Puget Sound; thence North 53°24'07" West, along said meander line, 25.01 feet; thence North 35°02'00" East, 130.25 feet to the above mentioned southwesterly boundary; thence along the said southwesterly boundary South 54°58'00" East, 25.00 feet to the true place of beginning. Being known as Tract 34-"A" Beaconsfield-on-the-Sound, unrecorded.

The Seller agrees to convey to Purchaser or to his successors in interest and assigns an easement or right-of-way upon or over all streets, sidewalks, and walks within the said Beaconsfield-on-the-Sound ~~1300000000~~ together with an easement or right-of-way upon and across the remainder of these tracts of said Beaconsfield-on-the-Sound, known and designated as waterfront tracts upon the blue-prints heretofore prepared by A. H. Fischer and Messrs. Gardner, Gardner and Fischer, Surveyors & Engineers, and over and across such other and additional roads, streets and trails as may hereafter be set apart, designated or dedicated by the Seller and his successors in interest, all for the purpose of securing to the Purchaser hereunder, his heirs, his successors in interest and assigns, free means of ingress to and egress from the respective parcels hereinabove described.

The property described as Parcel "B" of this contract, is subject to the right of the Seller and his successors in interest to grant rights-of-way, easements and permits for power and telephone lines to be erected thereon also for a road, but only along or within ~~100~~ 50 feet of the real boundary line of said Parcel "B" and subject further to grant right-of-way and easements for the common use of all the owners and purchasers of the tracts in said unrecorded plat shall be sold otherwise than with the identical reservations in this paragraph set forth.

The Purchaser covenants and agrees that the property hereinabove described shall not be sold, leased to or occupied or in any way used by persons and Beaconsfield-on-the-Sound Division No. 2.

It is understood by the Purchaser that the above described property, together with other property, has been platted by the Seller, but the plats thereof have not been approved by the County Commissioners of King County, Washington and that the same has not been recorded in the office of the Auditor for said County. In the event of the Seller, will execute and deliver such plat or other instrument as may be necessary or proper to perfect the platting and property and hereby irrevocably appoints and constitutes the Seller as his attorney in fact for said purpose. The provisions of this paragraph are hereby upon the heirs and assigns of the Seller.

The Seller shall construct and install prior to June 1, 1937 and maintain until June 1, 1943 (but not thereafter) at its own expense, a water distributing system consisting of a supply tank and a water main leading from said tank to and along the street adjacent to the tract described in Parcel "A" to furnish such water but shall not be responsible for interruption of service.

The Seller, on or about July, 1943 will cause to be incorporated a corporation for the purpose of taking over the above described water distributing system consisting of the above mentioned supply tank, the aforesaid water main and all other connections. The capital stock of said corporation shall consist of a number of shares equal to the total of the number of lots or tracts included in said plat of Parcel "A" and to the number of lots or tracts of approximately equal size which other property capable of being serviced by or of using said water distributing system, and shall have been surveyed, staked and placed, and capital stock to be fully paid for by the transfer of the aforesaid described water system and on or about June 1, 1943 the Seller will deliver to the then owner of each of said lots or tracts one (1) share of stock in said corporation and thereafter each share of stock in said corporation will be transferable with the lot or tract and no share of said stock will be transferable separate from the real property to which it shall be allotted.

The Seller shall construct at its own expense a serviceable road in the sixty foot street as shown upon the blue-print heretofore prepared by Fischer & Company prior to June 1, 1937.

Dated this 7th day of August, 1943.

STATE OF WASHINGTON, } ss.

County of King

*Henry V. Benson*  
*Luna V. Benson*

On this 7th day of August, 1943

193, before me, the undersigned, a Notary Public in

and for the State of Washington, duly commissioned and sworn, personally appeared HENRY V. BENSON AND LUNA V. BENSON

individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed.

For the benefit of a "property in said

Beaconsfield-on-the-Sound Div. #2"

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8/7/43

South of <sup>within corp limit.</sup>  
normandy

Marine View Dr SW -

park plat

211th St SW