

250521

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REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into between PORT BLAKELY MILL COMPANY, a Washington corporation, with its principal office located at Seattle, Washington, and hereinafter called the "Seller," and
E. T. LUNDGREN, a single man, of Seattle, Washington,
hereinafter called the "Purchaser."

WITNESSETH:

That in consideration of the mutual covenants herein, the seller agrees to sell to the purchaser, and the purchaser agrees to purchase from the seller, the following described real property situate in the recorded Plat of BLAKELY BEACH,
SECTION NO. 2, located in Township 24 North, Range 2 E. W. M., together with the abutting tide lands, in
Clallam County, Washington, to-wit:

Lot eight (8), said addition, as per plat thereof recorded in Volume 5 of Plats,
on page 32, records of said county, EXCEPT a right of way for a public road to be
established by agreement between the Seller and Kitsap County Commissioners on and
across the Northerly portion of said property, TOGETHER WITH that portion of Section
2, Township 24 North, Range 2 E.W.M., lying between the Easterly and Westerly lines
of said lot extended Southerly; AND TOGETHER WITH second class tide lands adjacent
thereto. *J.W.*

with the appurtenances, and subject to the reservations and conditions hereinafter described, and to the reservations contained in any conveyance from the United States of America or the State of Washington, on the following terms and conditions:

3. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantees, hereafter become a lien upon the property.

2. The purchaser assumes all hazards of damage to, or destruction of, any improvements now or hereafter made by the seller, and if the purchaser shall fail to pay when due any of the taxes and assessments, as hereinbefore provided, the seller may make such payment and bill the same to the buyer by the seller, together with interest thereon from date of payment until repaid at the rate of 12 per cent per annum, shall be repaid by the purchaser to the seller, and the seller may sue for the same in any court of competent jurisdiction.

3. The purchaser agrees that full inspection of said premises has been made and that neither the seller nor assigns shall be held to any agreement or promise contained in any instrument of sale or otherwise, except as set forth in this contract, or to any agreement for alterations or improvements thereon, unless the covenant or agreement relied on be in writing and attached to this instrument.

4. The seller shall warrant and will accept a deed of said property containing same, to-wit:

5. The seller warrants that the property is free from all liens, encumbrances, and charges, other than those shown on the title insurance policy, no less than One Thousand Dollars (\$1,000.00) in amount.

The purchaser will comply with the following covenants and restrictions and will accept a deed of title reserving a part of this contract.

The purchaser shall be erected, maintained or permitted upon the above property, except a single detached residence, costing no less than One thousand dollars (\$1,000.00) per month, and excepting the other structures herein expressly permitted.

It shall be permitted to be erected and maintained upon the one-third of the aforesaid premises furthest from the shoreline as appurtenant to same, a detached private garage, servants' quarters, caretakers' cottage, and/or conservatory, for the sole and exclusive use of the owners or occupants of the residence, provided the residence be erected within three (3) years of the erection of any such structure.

It shall be permitted to be erected and maintained on the water front, in front of any property located on the water, a boat house, wharf, or dock for the exclusive use of the occupants of the residence thereon.

No residence or other structure, shall be constructed or permitted nearer than seven (7) feet to either sideline of the above property. No residence or other structure, shall be constructed or permitted on the said plat.

other or other structure, shall be constructed upon the land, except that no building shall exceed $\frac{1}{2}$ of the building line indicated on the said plat. No business or industry shall be carried on or conducted on the above property. No advertising signs, of any kind or character, shall be erected exposed or maintained upon the above property.

of the above property shall be sold, conveyed, leased to or otherwise disposed of by the seller, the said property shall be allowed thereon to the extent of the amount paid by the purchaser for the same.

The seller shall construct and install, prior to February 1, a supply tank (if deemed necessary) and a water meter, at the expense of the buyer, on existing or other lots or property, with a valve connection for three-fourths (¾) inch pipe, and will furnish such water as may be required with the above water main shall be furnished by the purchaser. The seller will furnish one thousand (1,000) gallons per day, for a period of one hundred (100) gallons of water per day in charge of Ten Dollars (\$10.00) per year per lot, payable semi-annually, in advance, on June 1st, August 1st, and December 1st, and January 1st, and will furnish to its other customers and at its water supply will permit during the months of June, July, August and September, all water used by the seller for its thousand (6000) gallons for any one month of said four months' period shall be furnished at a reasonable additional charge, it being understood that the seller reserves the right to refuse to furnish such water to any lot purchaser, or other water customer, who does not comply with reasonable rules and regulations formulated by the seller for the purposes of protecting its rights and the rights of other customers. The seller will use its best efforts to furnish water to all its customers, but shall not be responsible for interruption of service.

The seller, on or about February 1, 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 lots, tanks, aforesaid water main, and valve connections and meters. The capital stock of said corporation shall consist of shares having a par value equal to the total of the number of lots included in said plan and to the number of lots of approximately equal size into which each property capable of being serviced by or of using said water distributing system could be divided when surveyed, staked and platted, said capital stock to be fully paid by the transfer of the aforesaid described water distributing system. On or about February 1, 1943, the seller will deliver to the then owner of each lot one (1) share of stock in said corporation and thereafter all shares of stock in said corporation will be transferred with the lot, and no shares of said stock will be transferable separate from the real property upon which it shall be allotted. The seller will not be under any legal obligations to furnish the supply of water for said corporation, but such corporation may obtain water elsewhere.

12. Time is of the essence of this contract, and in case the purchaser shall fail to promptly make any payment required to be made hereunder, or promptly to perform any covenant contained herein, the seller may elect to declare a forfeiture and cancellation of this contract, and upon such election being made, all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Dated this 13th day of November, 1935.

PORT BLAKELY MILL COMPANY,

By *John W. Eddy*
Vice President "Seller"
R. T. Lundgren

R. T. LUNDREN "Purchaser"

250521

Contract



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STATE OF WASHINGTON, }
County of King } ss.

On this 20th day of November,

1935, before me, the undersigned, a Notary Public in

and for the State of Washington, duly commissioned and sworn, personally appeared *John W. Eddy*

to me known to be the

President of PORT BLAKELY MILL COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

W. H. Jones
Notary Public in and for the State of Washington,
residing at Seattle. Port Blakely

STATE OF WASHINGTON, }
County of King } ss.

On this 3rd day of November, 1936,

before me, the undersigned, a Notary Public in
and for the State of Washington, duly commissioned and sworn, personally appeared *R. T. Lundgren*

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.
Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Homer E. Bailey
Notary Public in and for the State of Washington,
residing at Seattle.

I hereby certify that the plot of Blakely Beach Division No. 2 is based upon an actual survey and subdivision of Sec. 2-Twp. 24 N-R2 E. W.M. starting from a point approximately 3493.2 South and 1550.1 West of Sec. corner between 35 and 36 T25N-R2E. thence in a Easterly direction approximately 1320' which comprises that portion of Sec. 2 known as Blakely Beach Division No. 2 as shown on the Plat.

M. E. Jones

Approved by the County Engineer of Kitsap County - Wash.
This 4th day of November A.D. 1935.

A. H. Wittine
County Engineer, R.T.S. of County.

Approved by the Board of County Commissioners This 4th day of November A.D. 1935.

R. L. Scott
Chairman of Board of County Commissioners of Kitsap County, Wash.

Filed for record at the request of Port Blakely Mill Co., on November 5th A.D. 1935 at 30 minutes past 1:00 P.M. and recorded in Volume 5 of Plots, page 32 records of Kitsap County, Wash.

Margaret McWheror
Deputy County Auditor - Kitsap County.

I hereby certify that all taxes have been paid on the property comprising the plot of Blakely Beach Division No. 2 up to and including the year 1935.

Fred. Clegg Jr.
County Treasurer - Kitsap County.



BLAKELY BEACH DIVISION NO. 2

BLAKELY BAY

DOCK

Dedication
Know all men by these present that the Port Blakely Mill Co. owners in fee simple of the tract of land comprising the Plot of Blakely Beach Division No. 2 hereby declare this Plot:-

Witnesses
Port Blakely Mill Co.
By John W. Eddy Jr.
W.H. Jones



Description
This plot of Blakely Beach Division No. 2 embraces that portion of Bainbridge Island situated in Kitsap County, Wash. described as follows - beginning at a point approximately 3493.2 south and 1550.1 West of Sec. Cor. between Sec. 35 - 36 T25N R2E. thence in a Easterly direction approx. 1320' which comprises that portion of Sec. 2 known as Blakely Beach Division No. 2 as shown on Plat, to gother with abutting Tide Lands.

Acknowledgment
State of Washington, County of Kitsap, This is to certify that on 1st day of November A.D. 1935 before me the undersigned a Notary Public in and for the State of Washington duly commissioned and sworn appeared John W. Eddy Jr. of Port Blakely Mill Co. and to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed by and for the Corporation for the uses and purposes herein mentioned.

In witness whereof I have hereunto set my hand and affixed the corporate seal this 1st day