

The J. M. COLMAN COMPANY  
Colman Building  
Seattle 4, Washington

421818  
SEABECK DEED

VOL 402 PAGE 139

The GRANTOR, The J. M. COLMAN COMPANY, a Washington corporation, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, conveys and warrants to the GRANTEE:

PHILLIP EDWARD SIEDLER and LUELLA SIEDLER, his wife,  
subject to conditions, reservations and exceptions in government grants, the following described real property situate in Kitsap County, State of Washington, to-wit:

Lot 34 of the unrecorded plat of Point Misery, described as follows:

The north 100 feet of the south 770 feet of government lot 2, in section 17, township 25 North, Range 1 West, W. M., less the west 700 feet thereof, together with the oysterlands in front thereof which lie between lines running southeasterly at right angles to the intersections of said meander line with the north boundary line and the south boundary line of said tract, also all tide lands of the second class which lie in front of or abutting upon said oysterlands, also together with an easement for road and public utility purposes over and across the following described land: "a strip of land 30 feet in width across government lot 3, in section 20, township 25 north, range 1 west W. M., and 60 feet in width across the SW $\frac{1}{2}$  of the NW $\frac{1}{2}$ , the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and government lots 1 and 2, in said section 20, and across government lots 1 and 2, section 17, said township and range, the center line of which strip is described as follows - Beginning at a point on the west line of government lot 3, said section 20, from which point the quarter corner on the west line of said section bears north 0° 00' 47" west 1186.41 feet, running thence north 19° 54' 25" east 120.43 feet; thence along a curve to the right having a radius of 100 feet a distance of 106.84 feet; thence along a line tangent to said curve north 81° 07' 16" east 245.40 feet; thence along a curve to the left having a radius of 100 feet a distance of 109.25 feet; thence along a line tangent to said curve north 18° 31' 33" east 953.41 feet to a point on the north line of said government lot 3; thence north 24° 00' 25" east 1161.82 feet; thence north 27° 17' 20" east 2323.51 feet; thence north 40° 00' 20" east 770.00 feet; thence along a curve to the left having a radius of 153.58 feet a distance of 445.32 feet; thence along a line tangent to said curve south 53° 52' 20" west 1130.17 feet; thence south 41° 15' 50" west 496.29 feet to a point on the west line of government lot 2 in said section 17; thence along said west line and the west line of the northwest quarter of the northwest quarter of section 20, said township and range, south 0° 11' 00" west 322.84 feet; thence south 35° 23' 46" west 510.5 feet more or less, to station P.C. 25+91.07 of the Miami Beach Road, less county road right of way", the above described tract of land being subject, however, to that portion of the aforesaid easement which crosses said tract.



The above-described property is conveyed subject to the following covenants, conditions and restrictions, hereinafter referred to as restrictions, all of which shall run with the land described herein and shall bind the parties here-  
to and their respective successors, heirs, executors, administrators and assigns:



(1) Only one single and detached dwelling to be used as a residence for a single family, together with outbuildings reasonably appurtenant thereto, such as boathouse, garage, servant's quarters, tool house, or greenhouse, may be maintained upon that portion of said property which lies between the water upon which the same abuts and the established roadway.

(2) No building, or any portion of any building, shall be erected upon said property lying between said water and said established roadway at a distance of less than ten (10) feet from the side lines thereof, save and except that any outbuilding of the type mentioned in the preceding paragraph hereof, may be built within said ten (10) feet of such side lines, provided the written consent of the owners of all property within a radius of one hundred (100) feet from the boundaries of the property hereby conveyed is first had and obtained

(3) Said property shall not be conveyed, sold, rented or otherwise disposed of, in whole or in part, or be occupied by any person or persons except of a white race; provided, however, that this provision shall not prevent a servant of any lawful owner or occupant of said property from residing therein as an incident to his employment.

(4) Any breach of these restrictions, or any of them, shall have the effect of forfeiting the title to said property, and thereupon said title shall revert to the Grantor, its successors or assigns, subject, however, to the lien of any bona fide first mortgage then outstanding upon said property; provided, however, that this shall not be deemed a waiver of any of these restrictions, and that in case any mortgagee of said property, or his or its assigns, acquires title thereto by foreclosure or otherwise, he, it or they shall have ninety (90) days after written notice of the violation of any such restriction within which to cure the same.

(5) In the event the Grantee, or any successor in interest to or assignee of the Grantee, shall suffer or permit taxes, assessments or other liens to become and remain delinquent and unpaid, the Grantor, its successors and assigns, may pay and discharge the same, and the amount so paid, together with interest thereon from date of payment thereof at the rate of six per cent (6%) per annum, shall attach to and become a lien upon the property, and may be foreclosed by the payor in the same manner as provided by law for the foreclosure of real estate mortgages.

(6) The acceptance of this deed shall have the same effect and binding force upon the Grantee, and upon any successor in interest to or assignee of the Grantee, as if the same were signed and sealed by said Grantee, and any person acquiring said property or any interest therein, whether by deed, lease, contract or by process of law, shall be bound thereby.

(7) Substantially identical restrictions as herein contained shall be inserted by the Grantor in all deeds hereafter made by the Grantor with respect to any other properties owned by the Grantor on September 1, 1945, in Government Lots 1 and 2, Section 20, and Government Lot 2 in Section 17, Township 25 North, Range 1 W.W.M., Kitsap County, Washington; save and except that the distance from the side lines of any such properties hereafter conveyed, within which construction is prohibited, may be modified, altered or changed in the discretion of the Grantor; and provided further, however, that the Grantor may, in its discretion, convey the following described property without any or all of the foregoing restrictions and upon such terms as the Grantor may deem fit:

A portion of government lot two in section seventeen, township 25 north, range 1 west, W. M., described as follows: Beginning at the intersection of the government meander line with a line 770 feet north of and parallel to the south line of said government lot two, running thence west along said parallel line, to a point on a line which is 1100 feet east of and parallel to the west line of said government lot two; thence north, parallel to said west line, 200



feet; thence east, parallel to the south line of said government lot two, 200 feet; thence north, along a line parallel to and 1300 feet east of the west line of said government lot two, to the government meander line; thence, along said meander line to the place of beginning; ALSO, all those certain oyster lands heretofore conveyed to May Miebus by deed recorded in volume 33 of deeds, page 414, records of Kitsap County, Washington, under Auditor's File No. 21058, lying northeasterly of a line described as follows: Beginning at the intersection of the government meander line with a line 770 feet north of and parallel to the south line of said government lot two, and running thence southeasterly, at right angles to said meander line, to the southeasterly line of said oyster lands; TOGETHER WITH all tide lands of the second class in front of or abutting upon the above described lands.

(8) These restrictions may be amended or modified upon the written agreement of the owners of not less than 75% of the area of the property owned by the Grantor on September 1, 1945 in said Government Lots 1 and 2 in said Section, and said Government Lot 2 in said Section 17. These restrictions, together with any such modifications and amendments, shall be and remain in full force and effect until November 1, 1970, and thereafter may be extended for additional successive periods of not to exceed twenty-five (25) years each, upon the written agreement of persons then owning not less than 75% of said area owned by the Grantor on September 1, 1945 in said Government Lots 1 and 2 in said Section 20 and said Government Lot 2 in said Section 17. Should any of these restrictions or portion thereof, be held to be unlawful or contrary to public policy, or to have been waived or abandoned, the remaining restrictions shall, nevertheless, continue to remain in full force and effect for the period, or any extended periods, hereinbefore stated.

(9) If the Grantor, its successors in interest or assigns, shall at any future time prepare for recordation a plat of any area, inclusive of the property hereby conveyed, the Grantee, or any successor in interest to or assignee of the Grantee, shall join in the making, signing and execution of such plat, to the end that the property hereby conveyed shall be included in such recorded plat.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 24th day of November, 1945.

The J. M. COLMAN COMPANY

By Samuel B. Colman  
President

By Lawrence J. Fine  
Vice-President  
Secretary

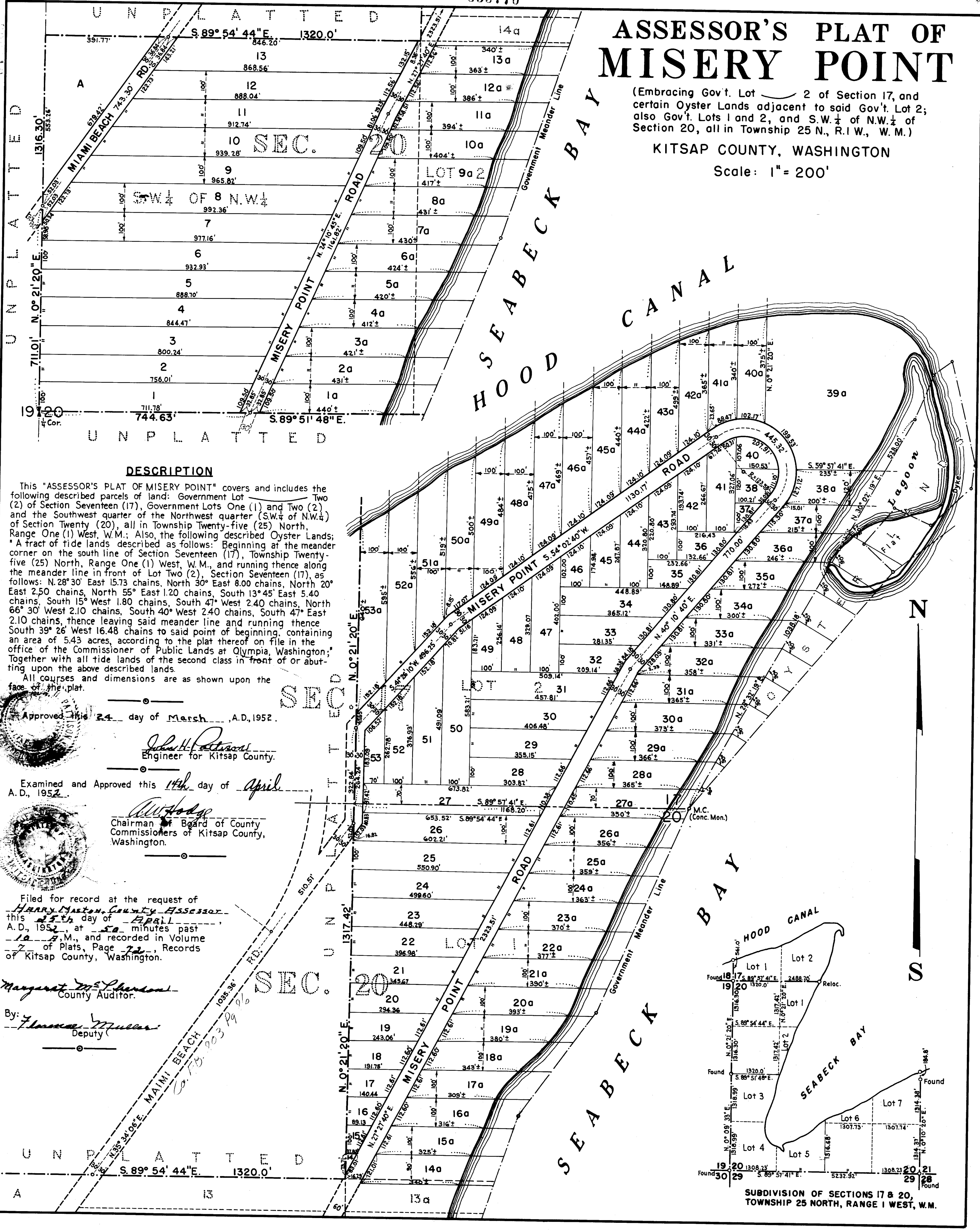


# ASSESSOR'S PLAT OF MISERY POINT

(Embracing Gov't. Lot 2 of Section 17, and certain Oyster Lands adjacent to said Gov't. Lot 2; also Gov't. Lots 1 and 2, and S.W. 1/4 of N.W. 1/4 of Section 20, all in Township 25 N., R. 1 W., W. M.)

KITSAP COUNTY, WASHINGTON

Scale: 1" = 200'



## DESCRIPTION

This "ASSESSOR'S PLAT OF MISERY POINT" covers and includes the following described parcels of land: Government Lot 2 of Section Seventeen (17), Government Lots One (1) and Two (2) of Section Twenty (20), all in Township Twenty-five (25) North, Range One (1) West, W.M.; Also, the following described Oyster Lands; "A tract of tide lands described as follows: Beginning at the meander corner on the south line of Section Seventeen (17), Township Twenty-five (25) North, Range One (1) West, W.M., and running thence along the meander line in front of Lot Two (2), Section Seventeen (17), as follows: N. 28° 30' East 15.73 chains, North 30° East 8.00 chains, North 20° East 2.50 chains, North 55° East 1.20 chains, South 13° 45' East 5.40 chains, South 15° West 1.80 chains, South 47° West 2.40 chains, North 66° 30' West 2.10 chains, South 40° West 2.40 chains, South 47° East 2.10 chains, thence leaving said meander line and running thence South 39° 26' West 16.48 chains to said point of beginning, containing an area of 5.43 acres, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington; Together with all tide lands of the second class in front of or abutting upon the above described lands.

All courses and dimensions are as shown upon the face of the plat.

Approved this 24 day of March, A.D., 1952.

*John H. Peterson*  
Engineer for Kitsap County.

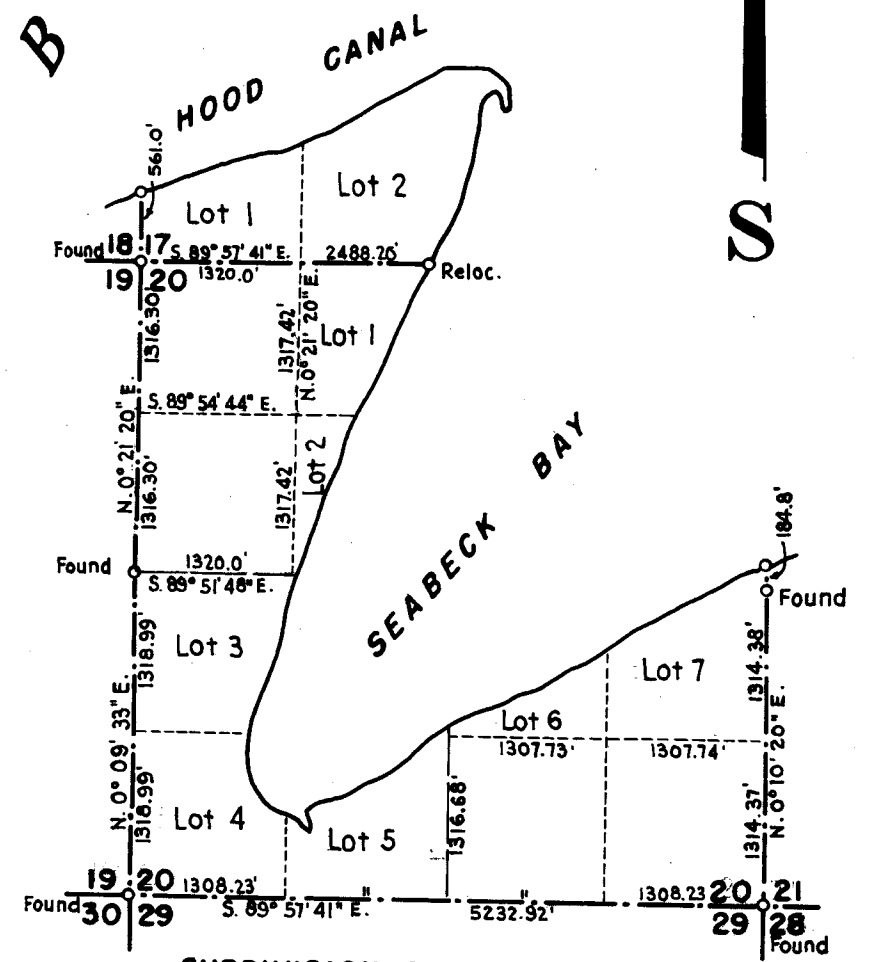
Examined and Approved this 14th day of April, A.D., 1952.

*Al Hodge*  
Chairman of Board of County Commissioners of Kitsap County, Washington.

Filed for record at the request of *HARRY MARTIN, County Assessor* this 25th day of April, A.D., 1952, at 10 minutes past 12 P.M., and recorded in Volume 7 of Plats, Page 72, Records of Kitsap County, Washington.

*Margaret McPherson*  
County Auditor.

By: *Flannery M. Mullen*  
Deputy



SUBDIVISION OF SECTIONS 17 & 20, TOWNSHIP 25 NORTH, RANGE 1 WEST, W.M.