

DEED RECORD 170 THURSTON COUNTY

STATUTORY WARRANTY DEED

THE GRANTOR THE SCHUYLER COMPANY, a Washington corporation, for and in consideration of TEN and no/100 Dollars (\$10.00), in hand paid, conveys and warrants to EARL McKENZIE and LAURA H. McKENZIE, his wife, the following described real estate, situate in the County of Thurston State of Washington:

Portion of Section 33, Township 20 North, Range 1 West, W.M., bounded and described as follows: Beginning at a point on the south line of said Section 33, North 88° 57' 25" east 1304.98 feet from the southwest corner thereof; thence north 2° 46' 01" west 251.76 feet; thence north 87° 08' 28" east 708.53 feet; thence south 20° 22' 30" east 25.22 feet to the true point of beginning; thence north 20° 22' 30" west 27.98 feet; thence north 11° 22' 30" west 62.36 feet; thence north 78° 37' 30" east 607.04 feet, more or less, to the meander line of Puget Sound: thence south 25° 16' 36" east along said meander line 31.65 feet; thence continuing along said meander line south 0° 46' 36" east 60.31 feet, more or less, to a point from which the true point of beginning bears south 78° 37' 30" west; thence south 78° 37' 30" west 599.16 feet, more or less, to the true point of beginning, (being known as Lot 68 and the north 30 feet of Lot 69, Johnson Point, according to the unrecorded plat thereof),

TOGETHER with tide lands of the second class lying adjacent to and abutting upon the tract of land above described, the northerly boundary line of said tide lands being identical with the northeasterly extension of the northwesterly boundary line of the tract above described as bearing "north 78° 37' 30" east" and the southerly boundary line of said tidelands being identical with the northeasterly extension of southeasterly boundary line of the tract above described as bearing "south 78° 37' 30" west",

SUBJECT to exceptions and reservations as contained in deed from the State of Washington under which title to said tide lands is claimed.

RESERVING for road purposes and for public utilities purposes a strip of land of uniform width of 30 feet along and contiguous to the southwesterly side of the tract of land first above described, the southwesterly boundary line of said strip being identical with the southwesterly boundary line of said tract of land above described as bearing "north 20° 22' 30" west and north 11° 22' 30" west " (the seller reserving the right to grant easements for such purposes to corporation or corporations selected by it).

SUBJECT TO:

- 1. Easement over said 30 foot strip of land above described as lying along and contiguous to the wouthwesterly side of the tract of land first above described, and other lands, being portions of roads in the unrecorded plat of Johnson Point, for construction, installation, alteration, renewal and maintenance of water pipes, mains, and connections, and operation of a water system, as granted by the Schuyler Company to Johnson Point Community Corporation, a corporation, by instrument dated September 29, 1936, recorded October 20, 1936, in volume 154 of deeds, at page 47, under auditor's file No. 235044, records of Thurston County, Washington.
- 2. The following restrictions, limitations and conditions imposed upon said lands and contained in deeds to other tracts in said Addition, and deemed to be covenants running with said lands and as a part of a general plan, as follows:
 - (a) No thing but a private residence, including a usual garage, boat house, wharf for private use, bulkhead, fences and other appurtenant outbuildings (but excluding barns, stables and other structures, intended to house live-stock or fowls) may be built upon said lands and when so built shall be used for private residential use only and shall not be rented for profit.

(b) All buildings and appurtenant structures shall be of neat architectural design.

(c) Said property, or any part thereof, shall not be owned, occupied, or let by or to any person other than of the white race, excepting that servants not of the white race but actually employed by a bona-fide owner or resident may reside on the property.

(d) Not more than one residence and appurtenant structures as defined in paragraph (a) shall be built upon any one numbered

lot according to said plat.

(e) Any violation of any of said limitations or restrictions shall work forfeiture of purchaser's right, title and interest in and to said premises and given an immediate right of re-entry to the seller, and upon exercise of said right of re-entry, all right, title and interest of the purchaser shall immediately revert to and vest in the seller.

This deed is given and accepted in fulfillment of that certain contract between the parties hereto dated September 21, 1937 and the covenants of warranty herein contained shall not be deemed to extend beyond the date of said contract.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 13th day of March 1942.

(CORPORATE SEAL)

THE SCHUYLER COMPANY H. F. Schroeppel Vice-President Ву

Вy C. W. Bryant Secretary