

# MINTER SUBDIVISION No. 1

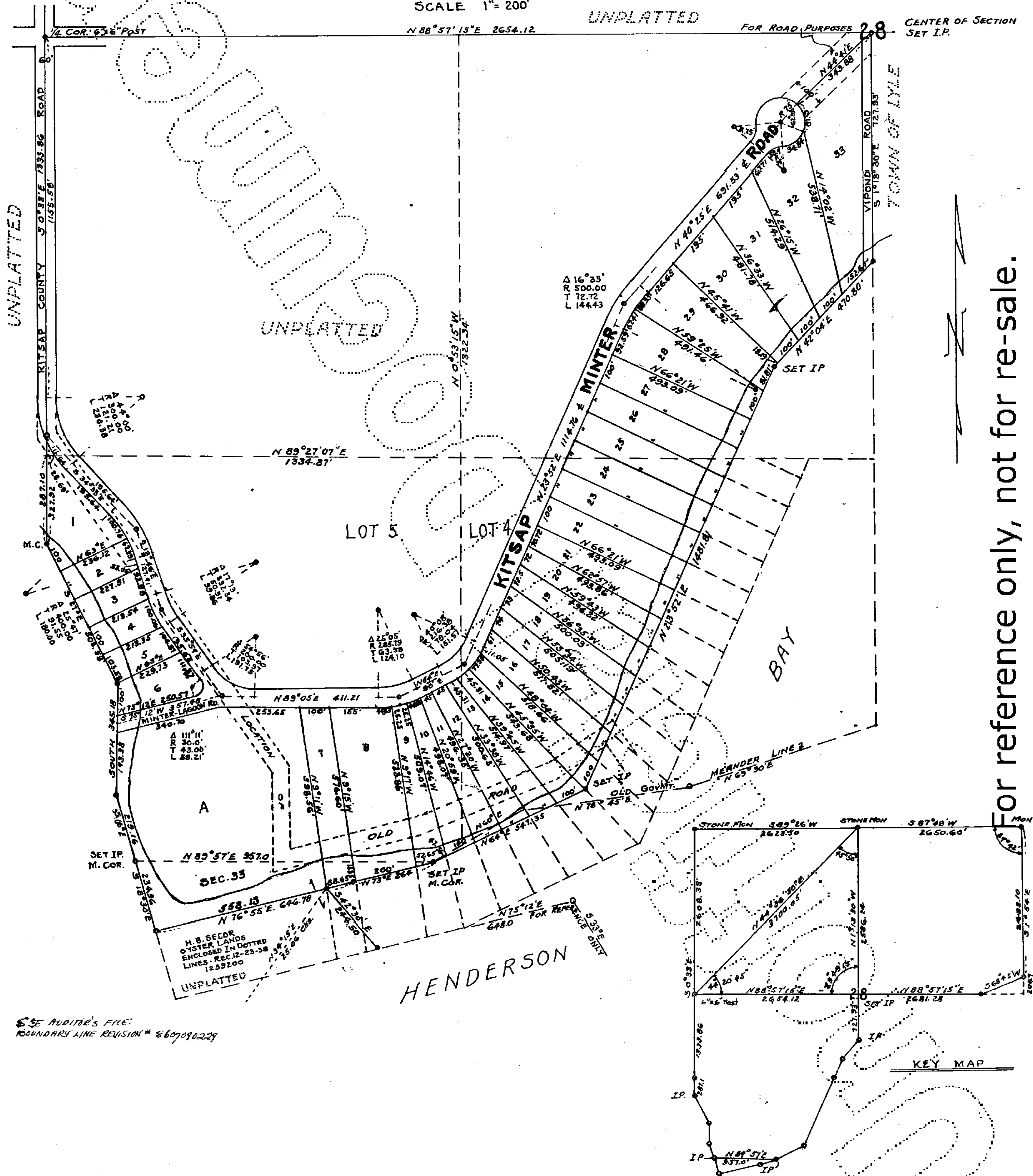
PIERCE COUNTY WASHINGTON

SCALE 1" = 200'

UNPLATTED

FOR ROAD PURPOSES

CENTER OF SECTION SET I.P.



SEE AUDITOR'S FILE:  
BOUNDARY LINE REVISION # 8607090229

COMPARED BY *F.K.*  
INDEXED BY *a.H.*

For reference only, not for re-sale.

DESCRIPTION

LOT 1 OF SECTION 33, AND PART OF LOTS 4 & 5 OF NE4 OF SW4 OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M. DESCRIBED AS FOLLOWS: ALL LAND LYING SOUTH AND EAST OF A ROAD OF WHICH IS AS FOLLOWS, BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28, THENCE SO 33° E 1155.58 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET A DISTANCE OF 230.38 FEET, THENCE S 44° 33' E 195.64 FEET, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 400 FEET A DISTANCE OF 180 FEET, THENCE S 18° 46' E 127.91 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 332.34 FEET A DISTANCE OF 92.86 FEET, THENCE S 35° 59' E 193.65 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET A DISTANCE OF 191.75 FEET, THENCE N 89° 05' E 411.21 FEET, THENCE ON A CURVE TO THE LEFT A DISTANCE OF 124.10 FEET, THENCE N 64° E 90 FEET, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 216.38 FEET A DISTANCE OF 191.57 FEET, THENCE N 22° 52' E 1114.76 FEET, THENCE ON A CURVE TO THE RIGHT A DISTANCE OF 144.43 FEET, THENCE N 40° 25' E 691.53 FEET TO THE RADIUS POINT OF A 75 FOOT RADIUS TURN AROUND AND END OF ROAD, THENCE CONTINUING N 40° 25' E 75 FEET, THENCE N 44° 53' E A DISTANCE OF 336.44 FEET TO CENTER OF SAID SECTION 28, LESS A 30 FOOT STRIP ALONG THE EAST SIDE OF LOT 33 FOR COUNTY ROAD. ALSO ALL 2ND CLASS TIDE LANDS LYING IN FRONT OF AND ADJUTING TO PORTION OF LOT "A", LOTS 7 TO 25 INCLUSIVE, AND A PORTION IN FRONT OF 26 AND 27.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED THOS MYERS & SOPHIA S. MYERS OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, AVENUES, AND ALLEYS SHOWN HEREON AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES.

REUBEN C. CARLSON, NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES MAY 16, 1949

THOS MYERS  
SOPHIA S. MYERS

REUBEN C. CARLSON  
THEBA REZEK  
WITNESSES TO SIGNATURES

ACKNOWLEDGEMENT

STATE OF WASHINGTON SS  
COUNTY OF PIERCE

THIS IS TO CERTIFY THAT ON THIS 6TH DAY OF DEC. A.D. 1945, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED THOS MYERS & SOPHIA S. MYERS TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN REUBEN C. CARLSON

NOTARY PUBLIC IN AND FOR STATE OF WASHINGTON, RESIDING AT TACOMA, WASHINGTON

RESTRICTIONS

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAYBE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. OWNERSHIP OR OCCUPANCY SHALL BE RESTRICTED TO MEMBERS OF THE CAUCASIAN RACE. THE RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1968, AT WHICH TIME SAID RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE SAID RESTRICTIONS IN WHOLE OR IN PART.

ENGINEERS CERTIFICATE

I HEREBY CERTIFY THE PLAT OF "WINTER SUBDIVISION NO. 1" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 28 TWP. 22 N., R. 1 E., W.M. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATTING.

LEO C. WILLEY  
LICENSED PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 1866  
RENEWAL NO. 654974  
DATE JAN. 1, 1946

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "WINTER SUBDIVISION NO 1" IS DULY APPROVED BY THE PIERCE COUNTY PLANNING COMMISSION THIS 13TH DAY OF DECEMBER A.D. 1945

G. A. PENNINGTON  
CHAIRMAN OR VICE CHAIRMAN

G. E. MCMASTER  
PLANNING ENGINEER AND EXECUTIVE OFFICER

G. E. MCMASTER PROFESSIONAL  
ENGINEER  
REGISTERED STATE OF WASHINGTON

EXAMINED AND APPROVED THIS 7TH DAY OF JAN. A.D. 1946

ATTEST: J. E. FORD  
CLERK, BOARD OF PIERCE  
COUNTY COMMISSIONERS

PAUL NEWMAN  
HARVEY O. SCOFIELD  
R. F. GLEASON  
CHAIRMAN BOARD OF PIERCE  
COUNTY COMMISSIONERS

COMMISSIONERS COURT  
PIERCE CO. WASHINGTON

EXAMINED AND APPROVED THIS 7TH DAY OF DEC. A.D. 1945

LESTER M. COREY  
PIERCE COUNTY ROAD ENGINEER

LESTER M. COREY PROFESSIONAL  
ENGINEER  
REGISTERED STATE OF WASHINGTON

APPROVED AS TO FORM THIS 7TH DAY OF JANUARY A.D. 1946

HARDY B. SOULE  
PROSECUTING ATTORNEY PIERCE COUNTY

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS HAVE BEEN FULLY PAID AND DISCHARGED. DATED THIS 18TH DAY OF DECEMBER A.D. 1945.

L. R. JOHNSON  
TREASURER PIERCE COUNTY, WASH.

SEAL  
TREASURER  
PIERCE COUNTY WASHINGTON

FILED FOR RECORD AT THE REQUEST OF THE PIERCE COUNTY PLANNING COMMISSION THIS 9TH DAY OF JAN. A.D. 1946 AT 56 MINUTES PAST 11 A.M., AND RECORDED IN VOL. 13 OF PLATS, PAGE 39, RECORDS OF PIERCE COUNTY WN.

CLARE RADEK  
BY DEPUTY COUNTY AUDITOR

J. E. FORD PIERCE CO. AUDITOR  
PIERCE COUNTY AUDITOR

COUNTY AUDITOR  
PIERCE COUNTY WASHINGTON  
SEAL

1393495

For reference only, not for re-sale.

136161 W

1788975

BOOK 1140 PAGE 19  
FORM 1957

WASHINGTON,  
TITLE INSURANCE  
COMPANY

## REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 28th day of May, 1957  
between A. E. VISELL and LILLIE V. VISELL, husband and wife

hereinafter called the "seller," and HOMER R. SEMON and ELIZABETH SEMON, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate, with the appurtenances, situate in the County of Pier

State of Washington, to-wit: Lot 28, Minter Subdivision No. 1, according to plat recorded in book 13 of plats at page 39. SUBJECT to restrictions contained in plat recorded January 9, 1946, under Auditor's Fee No. 1393495, records of Pierce County, Washington, as follows: "No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Ownership or occupancy shall be restricted to members of the Caucasian race. The restrictions are to run with the land and shall be binding on all parties and all persons, claiming under them until January 1, 1968, at which time said restrictions shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said restrictions in whole or in part." SUBJECT to right of way and easement 20 feet in width, with the right privilege and authority to construct, operate and maintain a high tension electric line, over, through and across said premises, also the right to cut or remove trees that are hazardous to the maintenance of said transmission line to a distance of 50 feet from each side of the easement granted herein, granted to the Peninsula Light Company, a corporation, by instrument recorded Mar. 27, 1947, under Auditor's Fee No. 1444 813 and also Auditor's Fee No. 1462252, records of Pierce Co. The terms and conditions of this contract are as follows: The purchase price is

-----Twenty nine hundred and no/100----- (\$ 2,900.00 ) Dollars, of which  
-----Seven hundred and no/100----- (\$ 700.00 ) Dollars  
has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Thirty five dollars (\$35.00), or more, including interest at 6% per annum, on the 1st day of July, 1957, and thirty five dollars (\$35.00), or more, including interest at 6% per annum, computed on the unpaid monthly balances, on the 1st day of each and every month thereafter until interest and principal shall have been paid in full.

EXCISE TAX PAID \$ 29.00  
REC. NO. 85775 DATE 6-6-57  
L. J. [Signature] Pierce Co. Treas.  
W. E. [Signature] Deputy

The purchaser is entitled to take possession of said premises on this date, May 28th, 1957

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

TAX  
SERVICE