

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 4th day of May, 1942 between CLIFFORD-TULLOCH COMPANY, Inc. hereinafter called the "seller" and CLYDE O. LLOYD and MARTHA LLOYD hereinafter called the "purchaser,"

WITNESSETH: 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 Pierce County, Washington:

Lots 77 and 77A, of the plat of OHOP LAKE SKI PARK. ALSO, a 1/121st interest in and to Tract "B" of said addition, which is reserved for the use of the purchasers in the plat as a community water supply.

SUBJECT TO the following reservations and restrictions: This property shall not be used for manufacturing, public amusements, public resorts, boat houses, business, lodges, or group organizations. The purchaser shall comply with all reasonable regulations to keep the lake sanitary and beautiful, and shall comply with the Pierce County Planning Commission regulations to install inside toilets and septic tank when pressure free of incumbrances, except: water is available. Said property shall not be sold, leased or rented to any person not of the Caucasian race. Waterfront lots and corresponding upland located in rear are to be sold jointly and shall remain inseparable, and the purchasers are bound by these regulations. No dwelling shall be built within ten feet of the lake shore and no buildings shall be placed within five feet of the property line. All outside toilets shall be a sanitary privy and built in the rear in order to safeguard the sanitation of the lake.

On the following terms and conditions: The purchase price is FIVE HUNDRED TWENTY and no/100 - - - - - (\$ 520.00 ) dollars, of which TWENTY and no/100- - - - - (\$ 20.00 ) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The sum of \$8.00 to be paid on the 4th day of June, 1942, and the sum of \$8.00 or more, on or before the 4th day of each month thereafter until the purchase price has been fully paid; with interest on deferred payments at the rate of six percent (6%) per annum. Interest to be paid monthly.

Contract to be delivered to the purchaser when the sum of \$100.00 has been paid on principal.

One 12-foot row boat is included in the purchase price and is to be furnished the purchaser when the sum of \$100.00 has been paid on principal.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

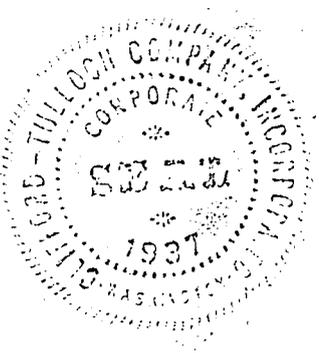
deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Puget Sound Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.



CLIFFORD-TULLOCH COMPANY, Inc. (Seal)

By Stuart S. Tulloch (Seal) President

By Edward Clifford (Seal) Secretary

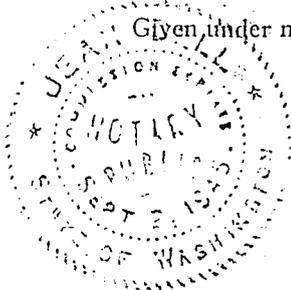
Clyde O Lloyd (Seal)

Martha Lloyd

STATE OF WASHINGTON, }  
COUNTY OF KING } ss.

On this 15<sup>th</sup> day of August, 1942  
STUART S. TULLOCH and EDWARD CLIFFORD  
to me known to be the President and Secretary  
respectively, of the corporation that executed the foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.



Jean Bell  
Notary Public in and for the State of Washington,  
residing at Seattle

1326659



REAL ESTATE CONTRACT  
For Unimproved Property

FROM

CLIFFORD-TULLOCH  
COMPANY, Inc.

TO

CLYDE O. LLOYD  
et ux

RECORDED  
VOL. \_\_\_\_\_ OF \_\_\_\_\_  
PAGE \_\_\_\_\_ REQUEST OF

Martha Lloyd  
AUG 9 AM 10 56

J. E. FORD, AUDITOR  
FRANCE COUNTY, WASH.  
DEPUTY

C. C. Conroy

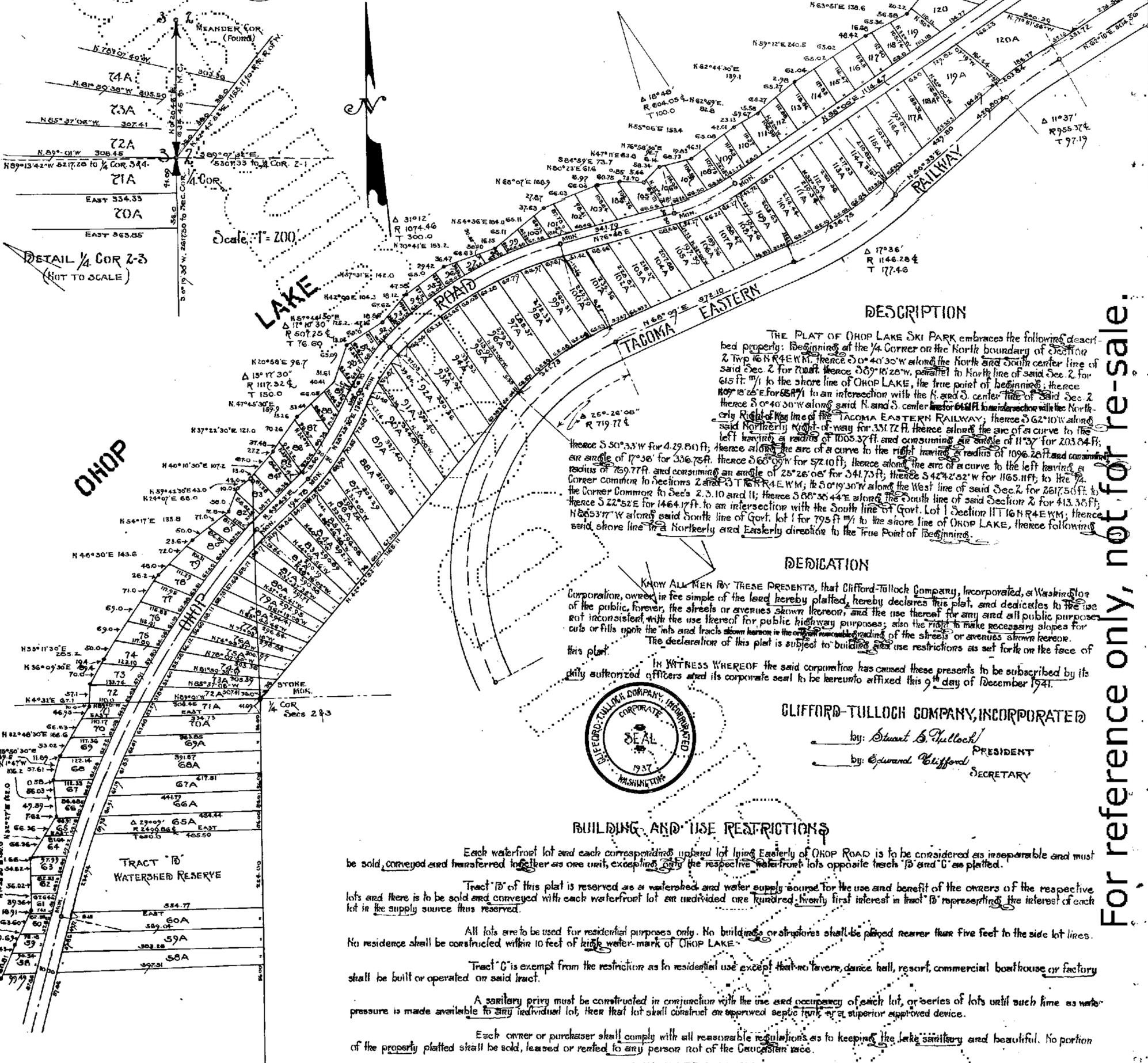
MAIL TO  
R76 BX 304

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# PLAT OF OHOP LAKE SKI PARK

CLIFFORD TULLOCH CO. INC.  
Sierers & Huey - Civil Engineers

PIERCE COUNTY, WASHINGTON



**DESCRIPTION**

THE PLAT OF OHOP LAKE SKI PARK embraces the following described property: Beginning at the 1/4 Corner on the North boundary of Section 2 Twp 16 N R 4 E W, thence S 0° 40' 30" W along the North and South center line of said Sec 2 for 700 ft. thence S 87° 16' 20" W parallel to North line of said Sec 2 for 615 ft. to the shore line of OHOP LAKE, the true point of beginning; thence N 07° 15' 25" E for 658.71 ft. to an intersection with the N. and S. center line of said Sec 2 thence S 0° 40' 30" W along said N. and S. center line for 642 ft. to an intersection with the North and South center line of the TACOMA EASTERN RAILWAY; thence S 62° 10' W along said Northern Right-of-way for 331.72 ft. thence along the arc of a curve to the left having a radius of 1005.37 ft. and consuming an angle of 11° 37' for 203.04 ft.; thence along the arc of a curve to the right having a radius of 1096.26 ft. and consuming an angle of 17° 36' for 336.75 ft.; thence S 65° 09' W for 572.10 ft.; thence along the arc of a curve to the left having a radius of 769.77 ft. and consuming an angle of 25° 26' 05" for 341.73 ft.; thence S 42° 42' 52" W for 1165.11 ft. to the Corner Common to Sections 2 and 3 T 16 N R 4 E W; thence S 0° 19' 30" W along the West line of said Section 2 for 2617.50 ft. to the Corner Common to Sections 2, 3, 10 and 11; thence S 88° 30' 44" E along the South line of said Section 2 for 413.38 ft.; thence S 22° 52' E for 1464.17 ft. to an intersection with the South line of Govt. Lot 1 Section 11 T 16 N R 4 E W; thence N 86° 53' 17" W along said South line of Govt. Lot 1 for 795 ft. to the shore line of OHOP LAKE, thence following said shore line in a Northerly and Easterly direction to the True Point of Beginning.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that Clifford-Tulloch Company, Incorporated, a Washington Corporation, owner in fee simple of the land hereby platted, hereby dedicates this plat, and dedicates to the use of the public, forever, the streets or avenues shown hereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make necessary slopes for cuts or fills upon the lots and tracts shown hereon in the original platting of the streets or avenues shown hereon. The dedication of this plat is subject to building and use restrictions as set forth on the face of this plat.

IN WITNESS WHEREOF the said corporation has caused these presents to be subscribed by its duly authorized officers and its corporate seal to be hereunto affixed this 9th day of December 1941.



CLIFFORD-TULLOCH COMPANY, INCORPORATED

by: Stuart S. Tulloch PRESIDENT

by: Edward Clifford SECRETARY

**BUILDING AND USE RESTRICTIONS**

Each waterfront lot and each corresponding upland lot lying Easterly of OHOP ROAD is to be considered as inseparable and must be sold, conveyed and transferred together as one unit, excepting only the respective waterfront lots opposite tracts 'B' and 'C' as platted.

Tract 'B' of this plat is reserved as a watershed and water supply source for the use and benefit of the owners of the respective lots and there is to be sold and conveyed with each waterfront lot an undivided one hundred-thirty first interest in tract 'B' representing the interest of each lot in the supply source thus reserved.

All lots are to be used for residential purposes only. No buildings or structures shall be placed nearer than five feet to the side lot lines. No residence shall be constructed within 10 feet of high water-mark of OHOP LAKE.

Tract 'C' is exempt from the restriction as to residential use except that no tavern, dance hall, resort, commercial boat house or factory shall be built or operated on said tract.

A sanitary privy must be constructed in conjunction with the use and occupancy of each lot, or series of lots until such time as water pressure is made available to any individual lot, then that lot shall construct an approved septic tank or a superior approved device.

Each owner or purchaser shall comply with all reasonable regulations as to keeping the lake sanitary and beautiful. No portion of the property platted shall be sold, leased or rented to any person not of the Caucasian race.

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON } ss  
COUNTY OF PIERCE }

This is to certify that on this 9th day of December A.D. 1941 before me the undersigned, a Notary Public, personally appeared before me Stuart S. Tulloch and Edward Clifford to me known to be the President and Secretary respectively of the Clifford-Tulloch Company, a Corporation that executed the within and foregoing dedication and who acknowledged to me that they signed and sealed the same as a free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized by said corporation to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Approved as to form this 30th day of DECEMBER A.D. 1941.

PIERCE COUNTY ATTORNEY  
THOR TOLLEFSON  
by L. E. Peterson DEPUTY



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

Indexed by D.  
Compared by and

For reference only, not for re-sale.

