-E279847 SPECIAL WARRANTY DEED

THE GRANTOR, THE JOHN WALTER ACKERSON MOME, a Washington corporation, for and in consideration of Eighty Thousand Dollars (\$80,000.00), in hand paid, grants, bargains, sells, conveys, and confirms to MERCERWOOD SHORE CLUB, a Washington corporation, the following described real estate, situated in the County of King, State of Washington:

That portion of the northeast quarter of the northeast quarter of Section 18, Township 24 North, Range 5 East, WM., lying East of East Mercer Way, EXCEPT that portion thereof lying North of the Westerly extension of South line of Lot 2, Lakeholm Addition, according to plat thereof recorded in Volume 12 of Plats, Page 52, Records of King County, Washington. South 60 feet of lot 14 and all of lots 15, 16 and 17 Plat of Lakeholm, according to plat thereof recorded in Volume 12 of Plats, Page 52, Records of said county; TOGETHER with second class shorelands adjoining and, TOGETHER with that portion of vacated street adjoining on west, less public roads and streets and subject to taxes, assessments and public charges, easements and rights-of-way of record, title and rights heretofore granted to King County Water District No. 91 for its water system, a right heretofore granted to White & Bollard, Inc., to maintain a sales office, the title and rights granted by deed and easement, to East Mercer Sewer District for inflow and outflow lines and a sewage treatment plant, reservations in patents, dedications and deeds, limitations and easements upon use and occupancy of record and the provisions of laws and of ordinances and regulations of public bodies pertaining to use and occupancy.

REVENUE ON REVERSE

It is understood that the grantor may retain possession and use of the structures now on the premises conveyed hereby and "accessory areas" convenient for use therewith for its corporate purposes for an extended period of occupancy hereafter until the grantor shall have a reasonable period necessary for the completion of architectural drawings and specifications and for the construction of a building upon premises which it now owns, which extended period shall not be for more than one year from the date hereof. During said extended period of occupancy the grantor agrees to proceed with reasonable diligence, but the grantor shall not be required to start construction when winter weather may interfere with construction.

"Accessory areas" as above provided are defined to be the premises conveyed hereby less the beach area heretofore occupied by the grantee herein as licensee and the roadway, path and stairs providing access thereto

2 additional sheets

from East Mercer Way together with the area lying southerly from said roadway, path and stairs, and less the area of the premises conveyed hereby heretofore platted as Mercerwood Addition No. 4 to King County, Washington and the two adjoining areas which have been delimited by survey as residence sites, the grantor and grantee to have a common right of user of the roadway lying easterly from said platted lots.

The grantor agrees to pay to the grantee during such period of extended occupancy rental at the rate of \$333.00 per month.

The grantee agrees that until the end of said extended period of occupancy the grantor in the conduct of its corporate activities shall have the right of access and egress to and from said structures and the "accessory areas" over existing roads and paths, which roads and paths shall be maintained by the grantor in good condition for use at the cost of the grantee. The grantee agrees to use its best efforts to the end that the grantor shall have the same privacy of use and occupancy that it has heretofore had until the end of said extended period of occupancy. The grantee agrees to cause the grantor to be furnished with water for domestic and irrigation purposes by King County Water District No. 91 and to cause sewage generated in the grantor's principal building to be received and treated by East Mercer Way Sewer District, all free of cost to the grantor, until the end of said extended period of occupancy.

The grantee admits advice that a portion of the premises conveyed hereby have been platted as Mercerwood Addition No. 4 to King County, Washington and accepts this conveyence subject to the plat and the dedication thereof.

The grantee agrees that this conveyance is accepted as full compliance with the real estate contract dated September 26, 1957 between the grantor herein as seller and the grantee herein as purchaser.

The grantor for itself and for its successors and assigns does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by 1953.3862

statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said grantor and not otherwise, it will forever warrant and defend the said described real estate.

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 8th day of October, A. D., 1958.

THE JOHN WALTER ACKERSON HOME

By D. Eury h - D. Harlingan
President

Attest: J. M. Sawager Assistant Secretary

STATE OF WASHINGTON ) SS COUNTY OF KING )

On this 8th day of October, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DWIGHT D. HARTMAN and S. M. SAWYER to me known to be the President and Assistant Secretary, respectively, of 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 they are 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.

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