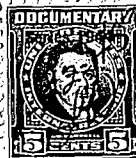
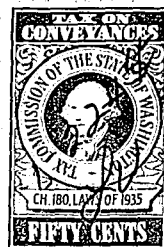


31200

600210



WARRANTY DEED

VOL 306 PAGE 21

THIS INDENTURE WITNESSETH, That LARRABEE, GATES & MACKAY, INC., a corporation organized under and existing by virtue of the laws of the State of Washington, party of the first part, hereinafter called the "grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by HARRY S. JOHNSON a single man, party of the second part, hereinafter called the "grantee", and the performance of the covenants and agreements hereinafter set out to be performed by the grantee, his heirs and assigns, has conveyed and warranted, and by these presents does convey and warrant unto the grantee, his heirs and assigns, the following described premises situate and lying in the County of Whatcom, State of Washington, to-wit:

The north 154 feet of Lots 9, 10, 11, and 12, Block 42, "Baker View Addition to the City of Bellingham" Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 40 to 45, inclusive, in the Auditor's office of said county and state.

Provided, however, that there is expressly excepted and reserved to the grantor, its successors and assigns, title to all minerals, including coal, natural gas and oil, in or upon said lands, together with the privilege to use such of the surface as may be necessary for exploring and for mining or otherwise extracting the same, and for transporting the same through or over said lands, whether such minerals transported are contained in said lands or in other lands owned or leased by the grantor, its successors or assigns. In the event the grantor, its successors or assigns shall use any of the surface, or shall sink wells or shafts, withdraw the subjacent support, or otherwise impair the value of the property, it shall compensate the grantee his heirs

or assigns, for the damage so done to said property. If there is any dispute as to the damages and the parties cannot agree upon the same, then such damages shall be determined by arbitration, the grantor, its successors or assigns to select one arbitrator, and the grantee, his heirs or assigns, one arbitrator and the two shall select a third. If the two cannot agree upon the third arbitrator, then the third arbitrator shall be selected by the senior judge of the Superior Court of Whatcom County, Washington, and the decision of any two of the three arbitrators shall be binding and conclusive upon the parties hereto.

This conveyance is subject to that certain oil and gas lease from the grantor herein to KING MOUNTAIN COMPANY, dated July 2, 1936 and recorded in Volume 234 of Deeds, at page 7, of the records of the office of the Auditor of Whatcom County, Washington, and covering a tract of approximately Forty acres (40) of which the above described land is a part. There is included herein and subject hereto as a part of and going with the above-described property, a Two and 25/100 per cent interest in the net proceeds, if any, hereafter received by the grantor, its successors or assigns, arising from and as a part of the actual production of oil and gas under the oil and gas lease hereinabove mentioned from the tract specifically covered by said lease and of which the property covered by this conveyance is a part. The said share in the said proceeds of such production shall follow the ownership of the land itself and shall be payable to the owner of such land at the time it is received by the grantor, its successors or assigns. The grantor makes no representations, whatsoever, as to when, if at all, operations shall be commenced under said lease.

600210

There is expressly reserved to the grantor, its successors and assigns, an easement or easements, now in being or hereafter constructed over and across the lands herein described for water pipes, electric light and power lines and telephone lines, and the right to enter in and upon said lands to construct and maintain the same. This easement is, however, specifically limited to a strip of land ten (10) feet in width adjoining the road or roads abutting upon said property and shall not be construed as imposing upon the grantor, its successors or assigns, any obligation to construct any such utilities or any other improvements whatsoever. The grantee agrees that he has inspected said premises and accepts the same in their present condition.

A part of the consideration for the execution of this deed by the grantor, is the covenants and agreements hereinafter contained, made and entered into by the grantee by his acceptance of this deed, for himself, his heirs and assigns.

1. The grantee agrees that all lines of natural or artificial drainage now existing or hereafter lawfully established upon or across said premises shall be and remain open and unobstructed.

2. The grantee agrees that said property shall not be owned or occupied by any person other than one of the white race; that said property shall not be used for any illegal purpose whatsoever; that said property shall be used only for suburban residential or agricultural purposes and that there shall be at no time erected or placed upon said premises more than two dwelling houses except with the written consent of the grantor or assigns.

3. The grantee agrees that no building shall be erected or placed upon the above-described property until the design, plans, specifications, and location thereof have been approved in writing by the grantor and further agrees that in the construction of said buildings that he will construct the same in accordance with the plans and specifications as approved by said grantor.

4. The grantee agrees not to erect or permit to be erected on said premises any advertising signs or structures of any nature whatsoever without the prior written consent of grantor.

5. In the event of the violation of any of the provisions herein contained, it is agreed that the grantor, its successors or assigns, shall be entitled to an injunction in addition to any other remedy which it may elect.

6. All of the covenants on the part of the grantee herein contained shall run with the land hereby conveyed and bind all subsequent owners and occupants thereof in like manner as though the provisions of this instrument were recited and stipulated at length in each and every future deed or other instrument of grant or conveyance.

7. It is understood and agreed that the placing of the foregoing restrictions and conditions on the land hereby conveyed entails no obligations, express or implied, upon the grantor, its successors or assigns, to place the same restrictions or conditions upon any other land owned by it.

IN WITNESS WHEREOF said grantor has caused this instrument to be subscribed in its behalf by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 11th day of January, 1945.

LARRABEE, GATES & MACKAY, INC.

By Charles F. Larrabee
Vice President

By James Robertson
Treasurer

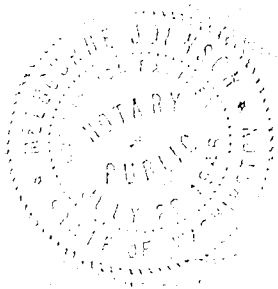


STATE OF WASHINGTON)
COUNTY OF WHATCOM } ss.

On this 16th day of January, 1945 before me, personally appeared CHARLES F. LARRABEE and JAMES ROBERTSON, to me known to be the vice president and treasurer, respectively of LARRABEE, GATES & MACKAY, INC., the corporation that executed the within and 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written..

Melbourne Reasoner, formerly
Melbourne Johnson
Notary Public in and for the State of Washington
residing at Bellingham.



Received for record at 1:07 PM FEB 1 1945.
at request of Harry D. Johnson
Flint T. Snyder, Auditor Whatcom Co., Wn.

Approved by Council on 10/5/12

Final order: Locality STOKAST RD
 Lot # 1453686 7-12-83
 Lot # 1458294 7-12-83
 Lot # 1459228 7-12-83

R/Consolidation H 1546279 & 18 1541690 7/12/83

BAKER VIEW ADDITION

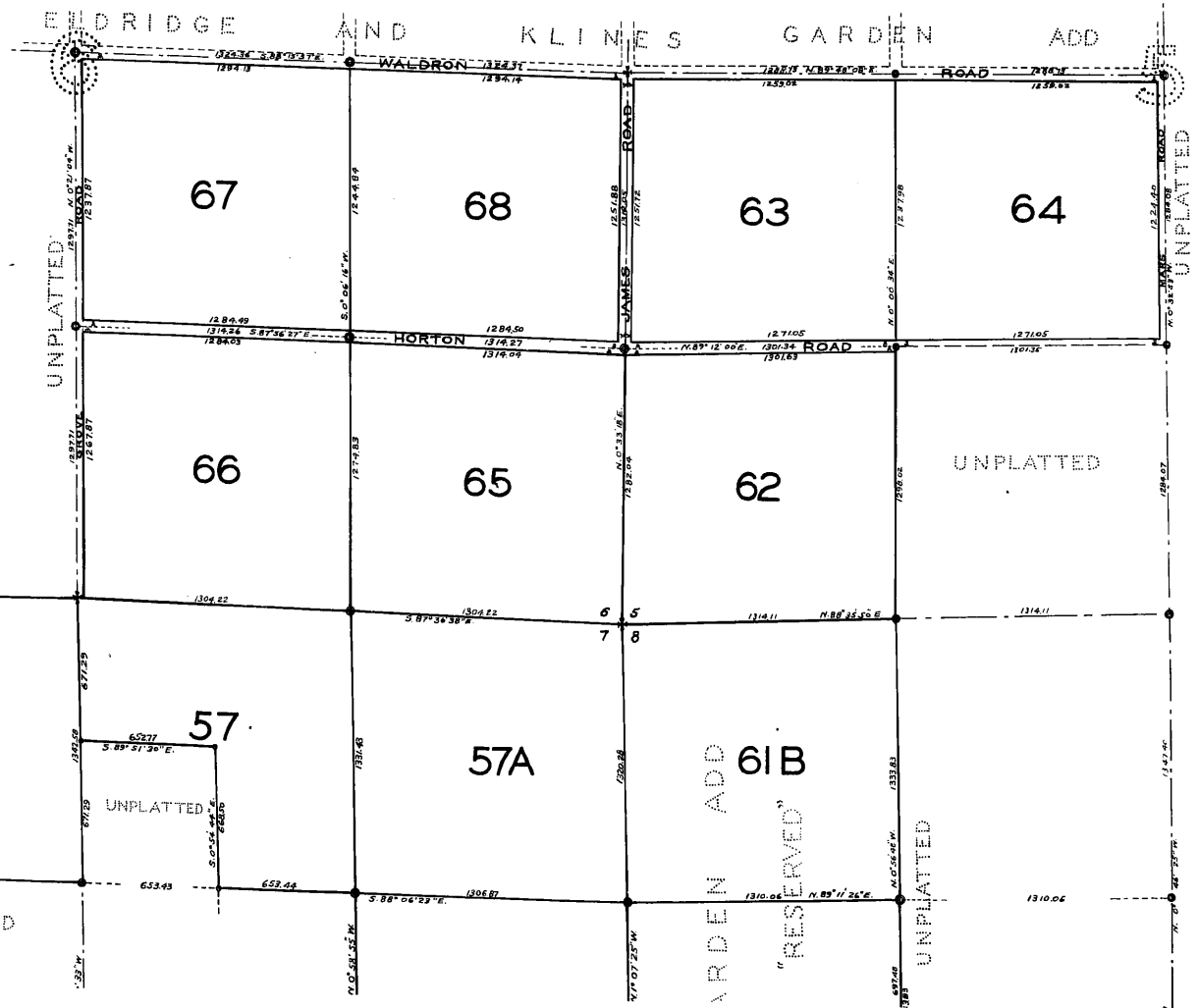
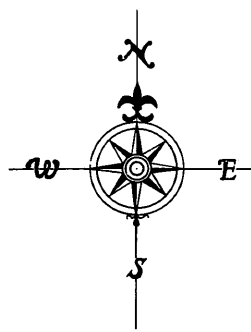
TO THE CITY OF BELLINGHAM

SCALE: 1 INCH = 400 FEET.

H.W. RUTHERFORD
ENGINEER

Consolidation H 1546279 & 18 1541690 7/12/83

Release of L. in 1661265 H 166426 4-26-83



Commissioner of Public Works, City of Bellingham, Washington

Amended Re Conv. see Vol 674 Pg 538 10/5/12

Final order vacating STUART RD
see # 1453686 7-18-83

locating portion of STUART RD
see # 1458294 9/6/83

order vacating STUART RD
see # 1459228 9/16/83

R/conv # 1546279 R 18 Rd 1690 8/13/80

BAKER VIEW ADDITION

TO THE CITY OF BELLINGHAM

conv. to bind prop
see Vol 807 Pg 153 7/6/81

Conv see Vol 806 Pg 148 11-22-85

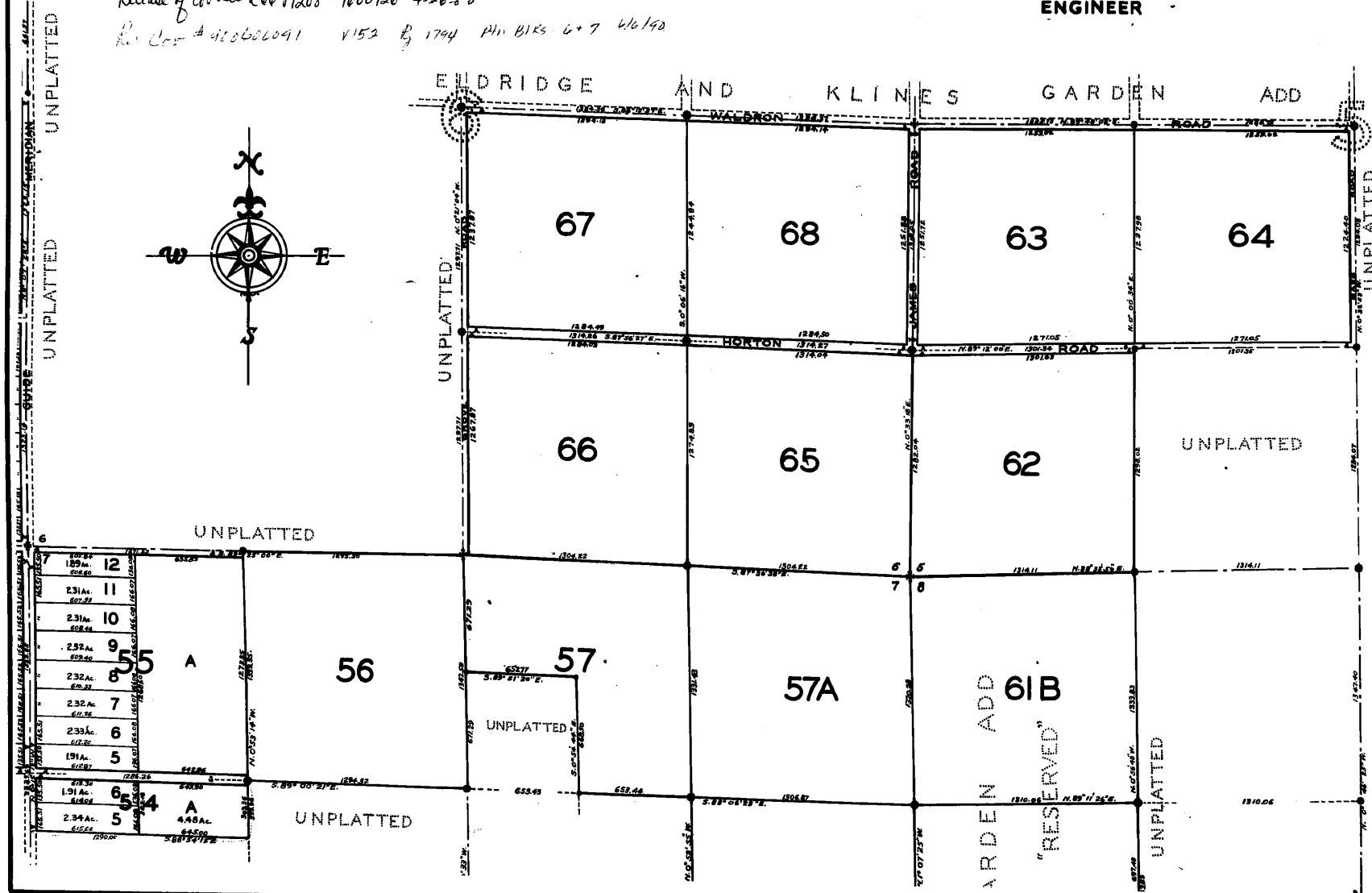
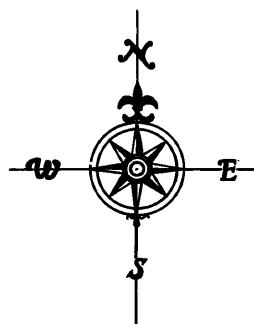
conv. to bind prop # 1512417 Rd 15 P 928 7/12/86
1588392 R 55 P 935

SCALE: 1 INCH = 400 FEET.

Release of C/L see R 66 #1600426 4-26-88

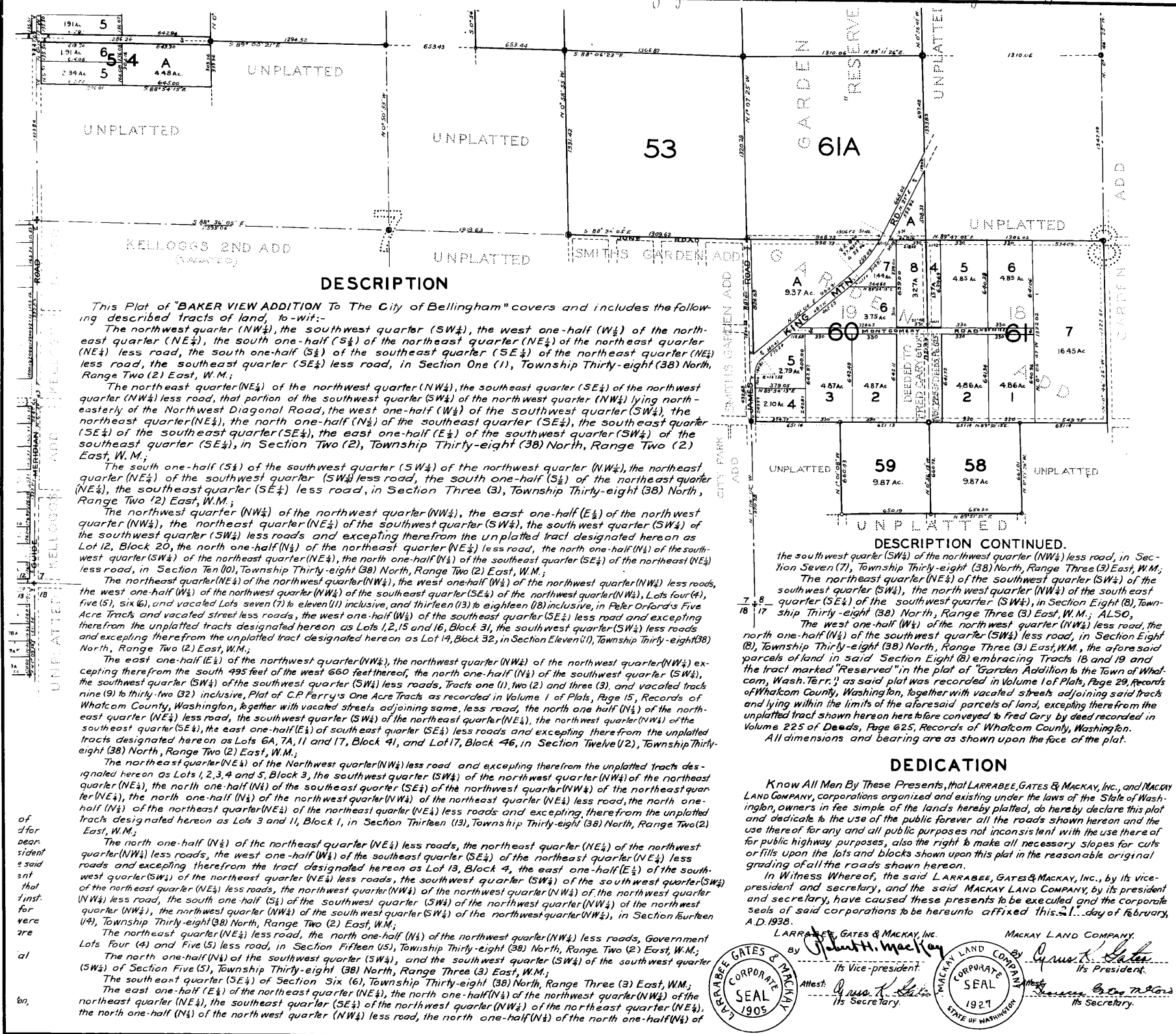
R/conv # 40060091 1552 B 1794 P/BKS 6+7 4/6/90

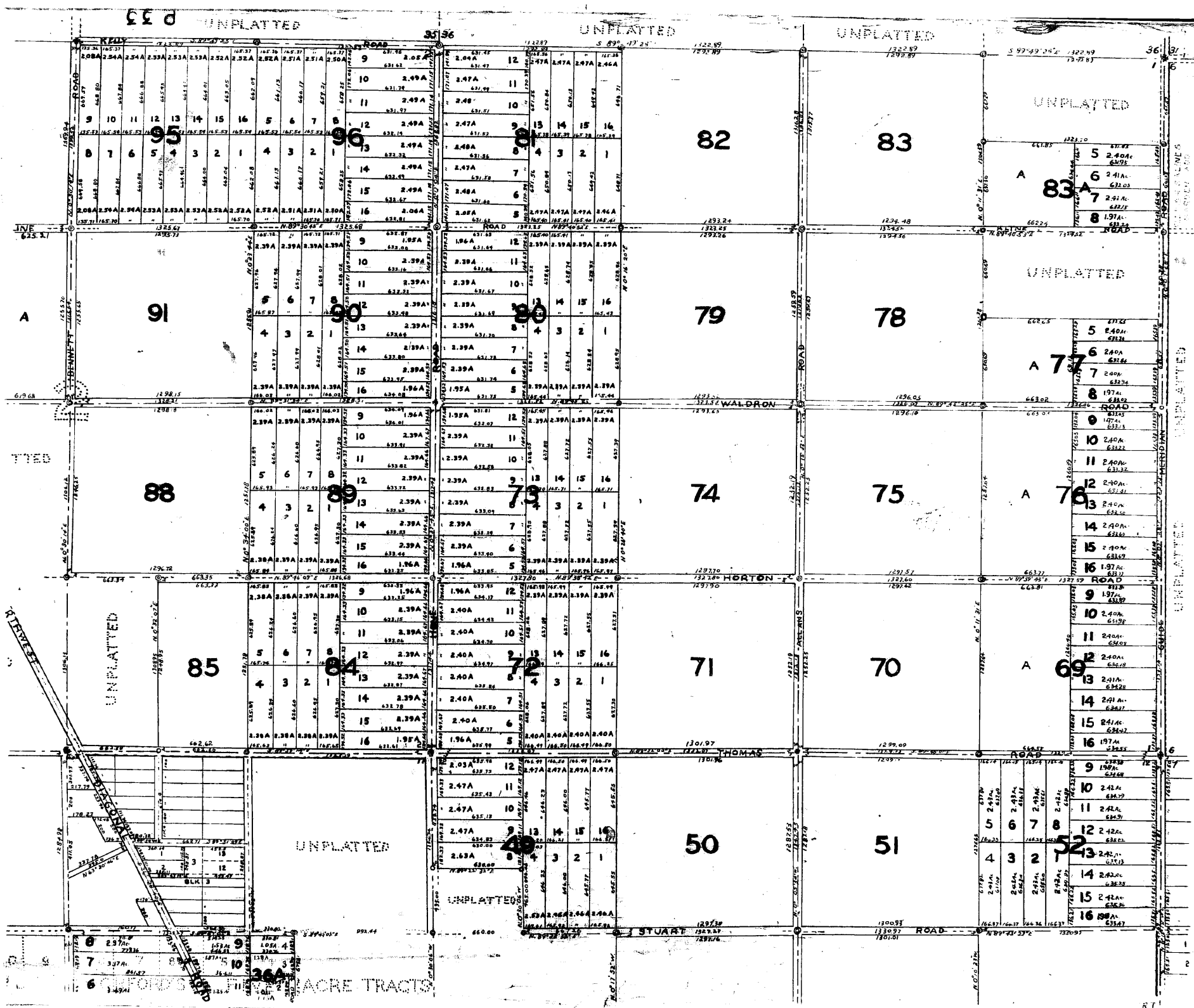
H.W. RUTHERFORD
ENGINEER

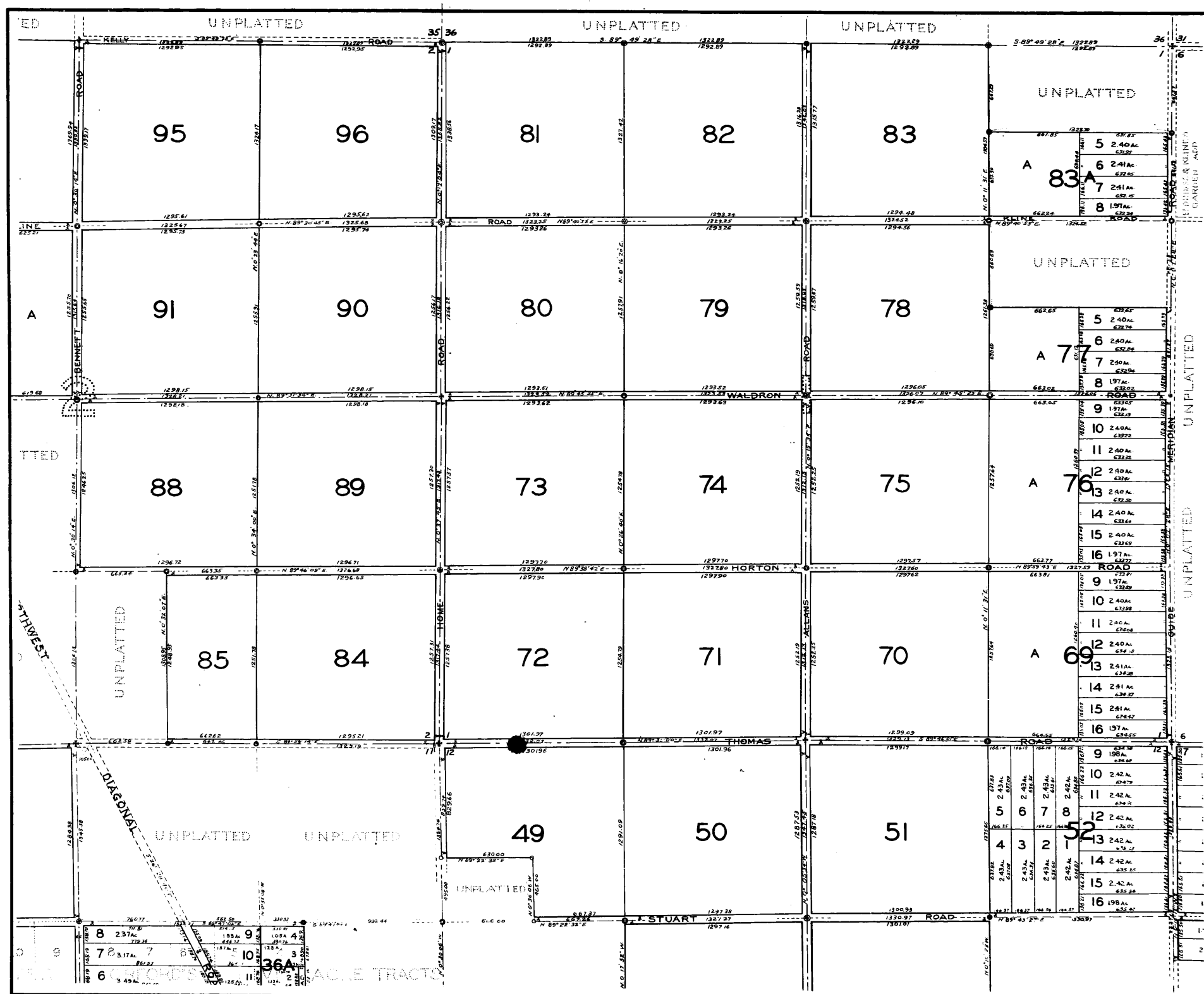


For Vacation of Portion of Block 60 (W. side of Block 60) see Vol 30 Page 386 Commissioner Proceedings 12-1-75

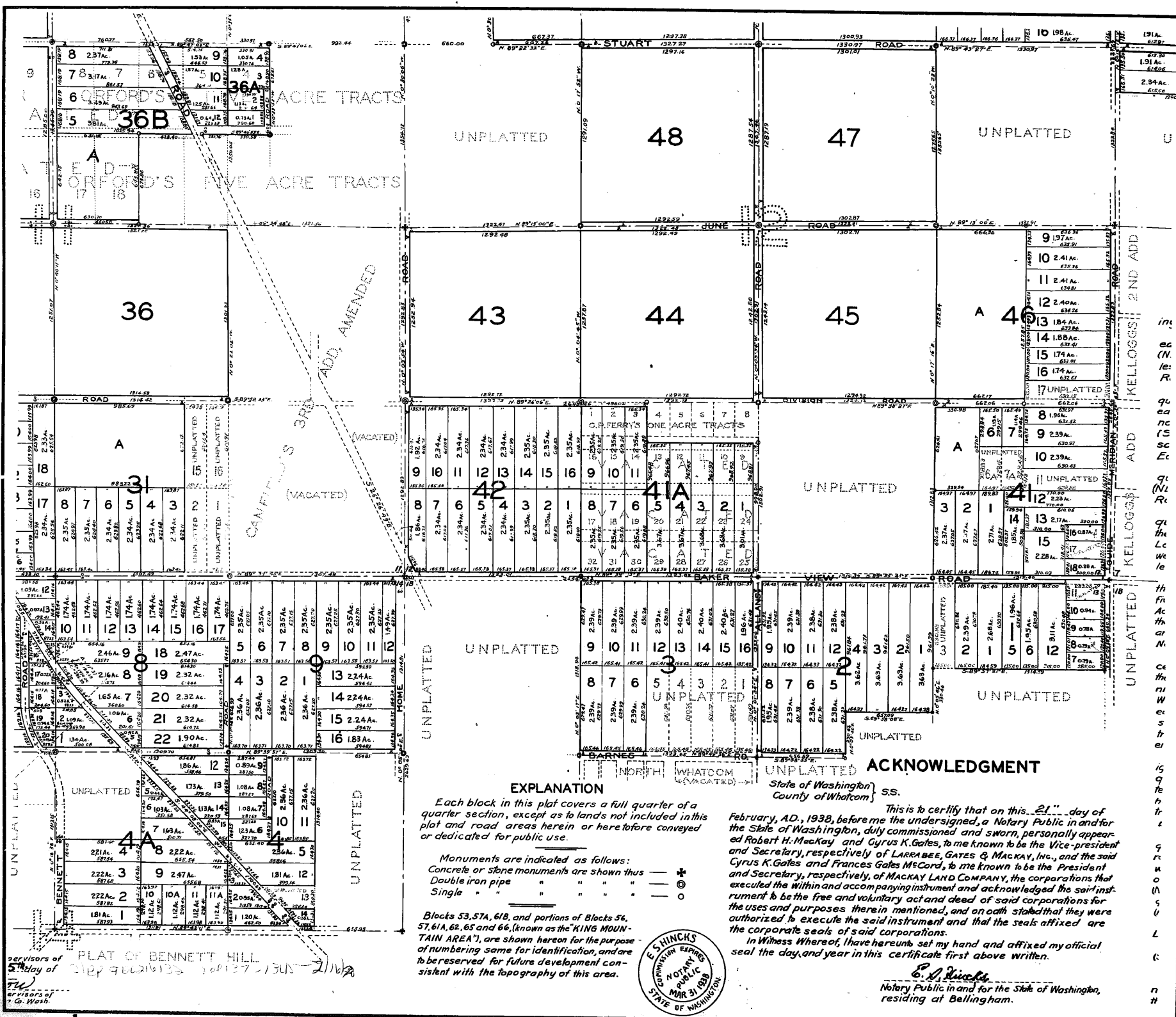
For location of 1st of George St. lying bet. of Montgomery Rd. & No. of St. 53 & 54 and lying bet. of Montgomery Rd. & Union St. bet. 60 & 61 see Comm. Proc. Vol. 53 Page 26 1-31-79



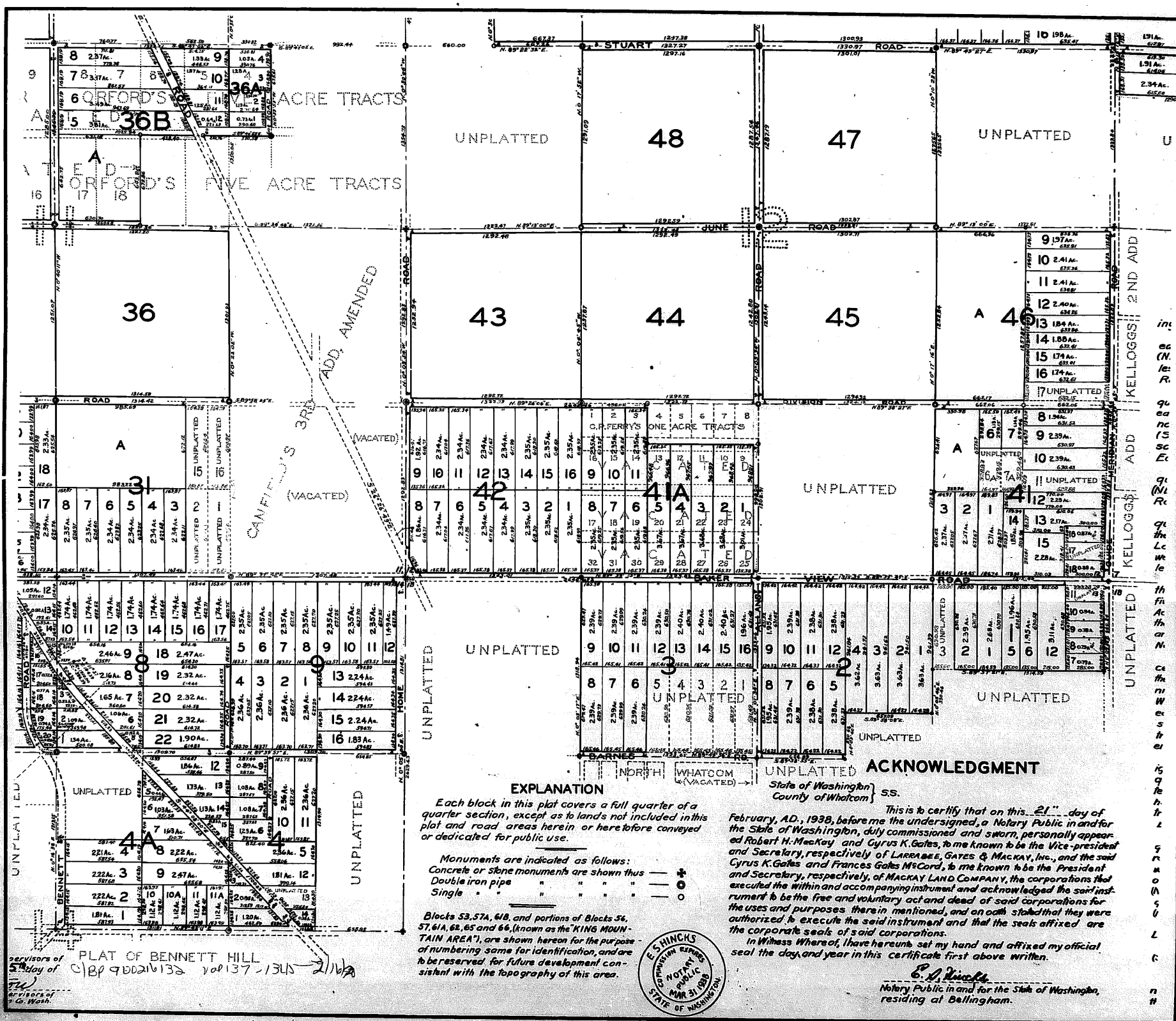




See location of NW E. 1/4 Sec 9 and W. 1/4 Sec 21-23 Bl. 8
See Comm. Rec. Vol. 53 page 378 12-7-79



For Order varying June Road between Blocks 44+48 except W 30' + between Blocks 47+48 except E 30' also that portion of Allen Road between South line of Stuart Road + North line of Division Road see Vol 53 Page 333 of Comm Rec
For Order varying that portion of William Ave North of Block 44 see Vol 37 Page 44 of Comm Rec
For Order varying that portion of William Ave South of Block 44 see Vol 50 Page 9 of Comm Rec

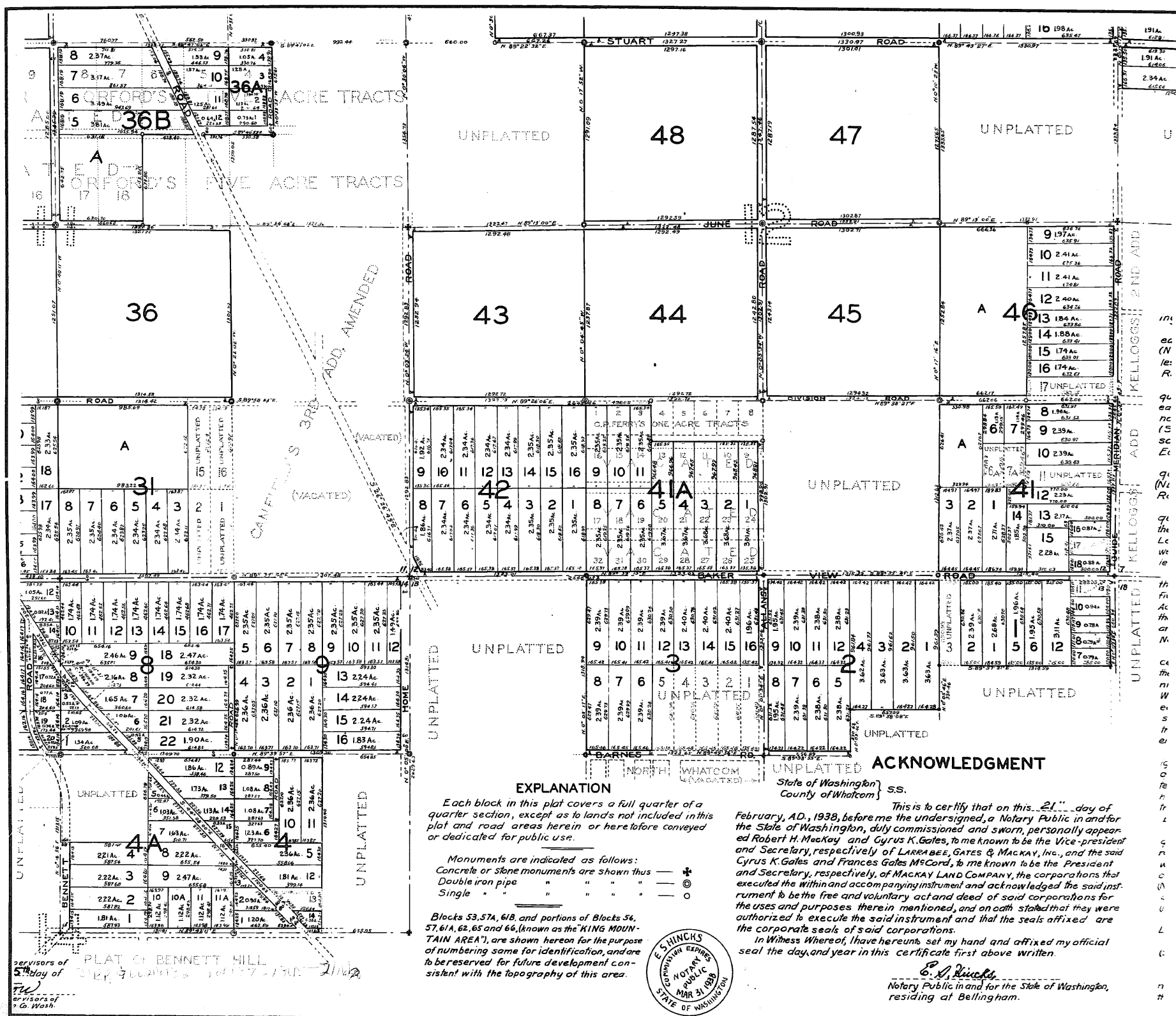


70 Order varying June Road between blocks 44+48 except w 30' + between blocks 47+49 except E 30'. also that portion of Allen Road between south line of Stuart Road + north line of Division Road see vol 33 page 333 of Can. Pro Aug 16, 1940.

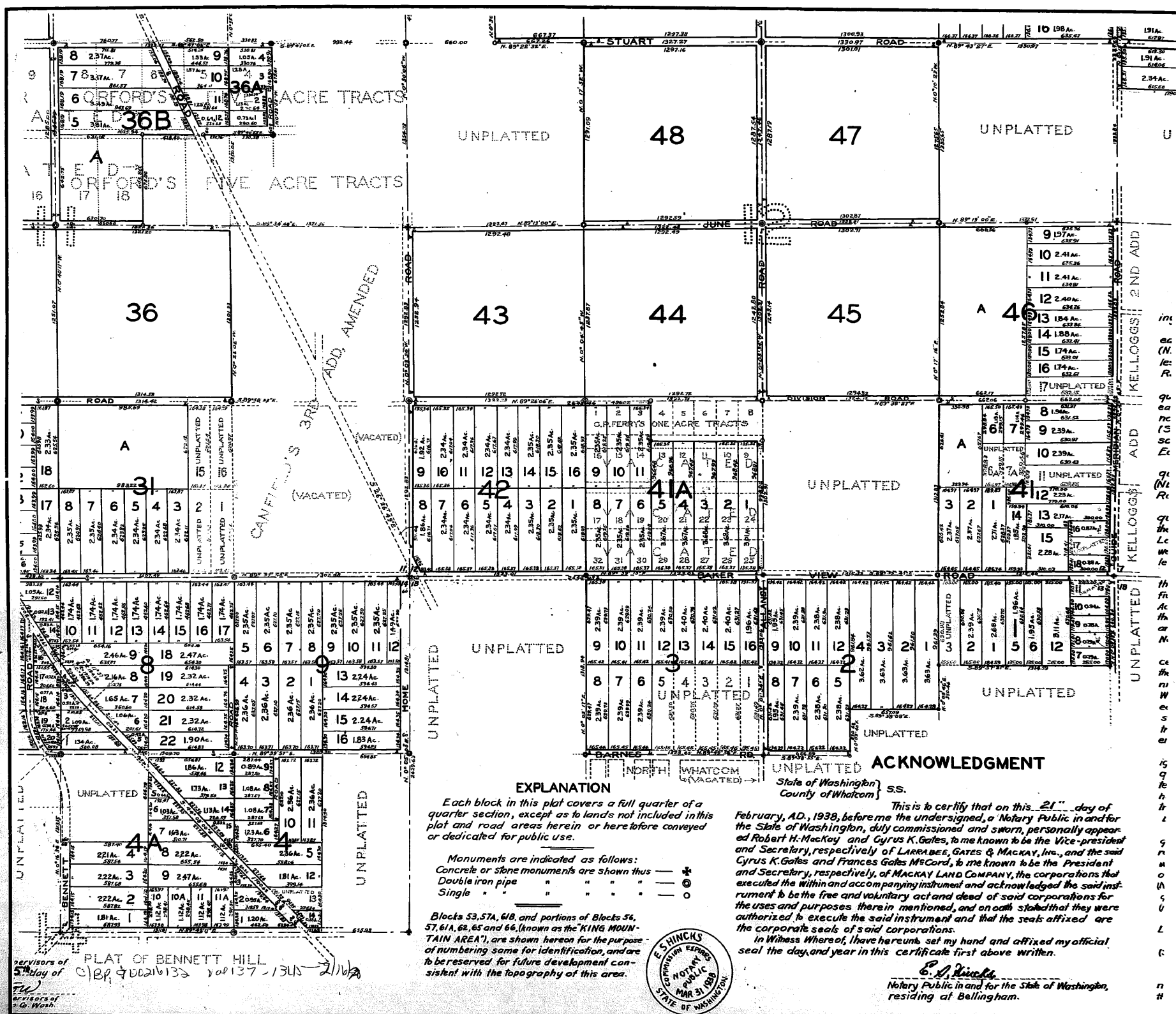
71 Order Varying that portion of Willden Ave north of Block 94 see vol 37 of Can. Pro pgs 404 & 426 1950

72 Variation between 1st Ave + 2nd Ave see Vol 49 Page 398 1950

73 Variation of the line between 1st Ave + 2nd Ave see Vol 50 Page 9 1950



2) Under burning shed portion of addition over kitchen on Block 44 still in place. The shed is 10' x 10' and is made of wood. It is in good condition and is used for storage.



For Order varying June road between blocks 44+48 except w/ 30' + between blocks 47+45 except to 30' also that portion of Illinois Ave. between south line of Stuart road + north line of Division road. See vol 33 Page 333 of Case No. Aug 16, 1948.

740 Order Vacating that portion of William one north of Block 94 sell Vol 37 # 401 p. 4.4 Sub 21 1950

1948-1949

I hereby certify that the within plat of "BAKER VIEW ADDITION To The City of Bellingham" is duly approved by the Whatcom County Planning Commission this 25th day of February, A.D., 1938.



Walter F. Winters
Planning Engineer and Executive Officer
25th day of February, A.D., 1938.

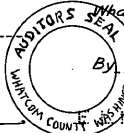
Filed for record at the request of Whatcom County Planning Commission at 15 minutes past 11 A.M., Feb. 26 A.D. 1938, and recorded in Volume 7 of Plats, Page 1, Records of

Whatcom County, Washington.

Walter F. Winters
County Road Engineer.



Examined and Approved this 25th day of February, A.D., 1938.

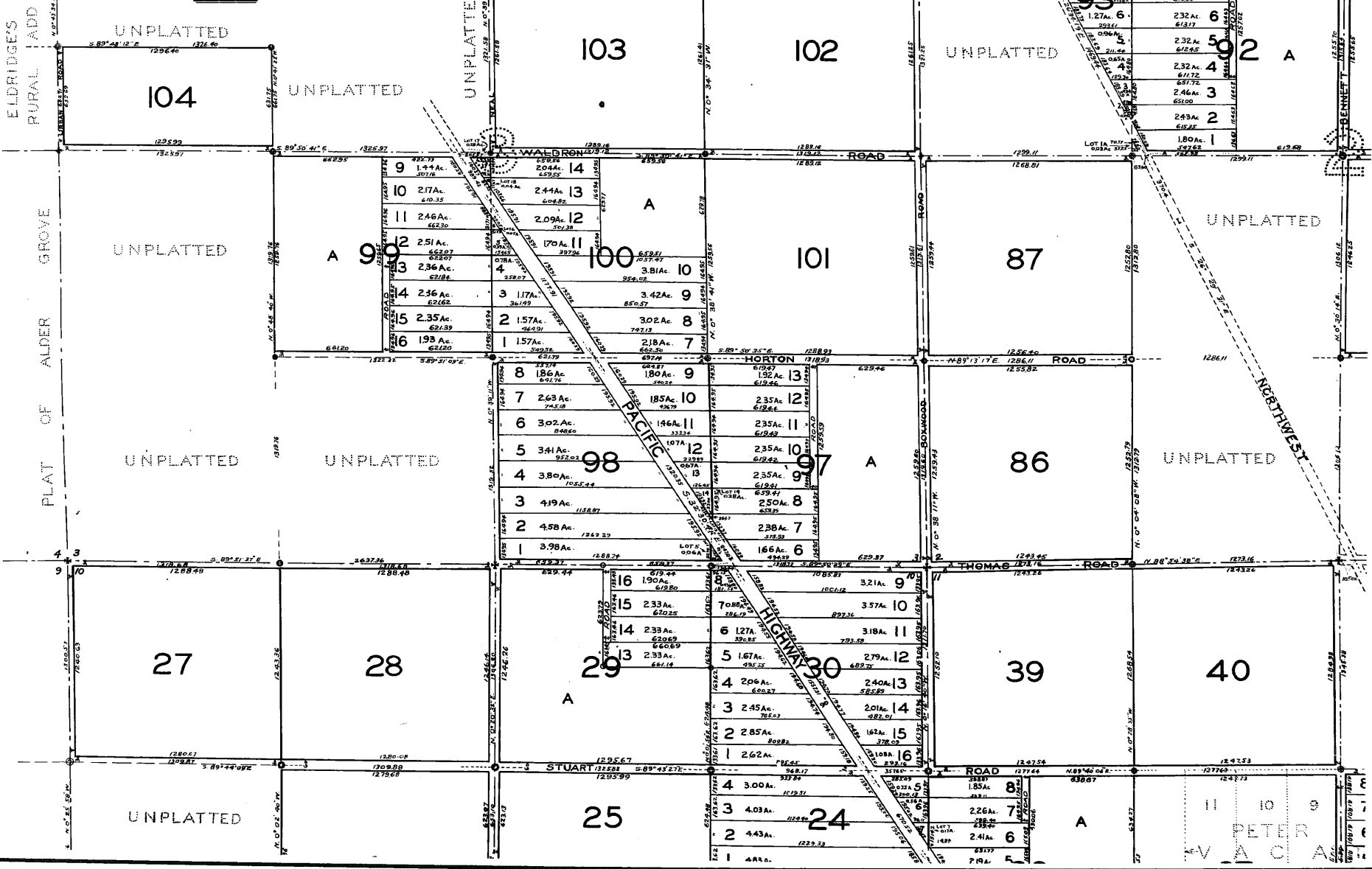


By *C. A. Lindsay*
Deputy

C. C. Baughman
County Auditor.

Walter F. Winters
Chairman of the Board of County Commissioners.

By *Walter F. Winters*
Deputy



For vacation of Bennett Ave from Thomas Street to Stuart Street Block 40 see Vol 4 Page 563 of Commissioners proceedings 1937

I hereby certify that the within plat of "BAKERVUE ADDITION To The City of Bellingham," is duly approved by the Whatcom County Planning Commission this 25th day of February, A.D., 1938.



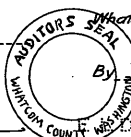
Walter F. Winters
Planning Engineer and Executive Officer
of the Whatcom County Planning Commission

491482
Filed for record at the request of Whatcom County Planning Commission at 15 minutes past 11 A.M., Feb. 26, A.D. 1938, and recorded in Volume 7 of Plats, Page _____, Records of



and Approved this 25th day of February, A.D., 1938.

Walter F. Winters
County Road Engineer.



Whatcom County, Washington.

By *C. A. Lindsay*
Deputy

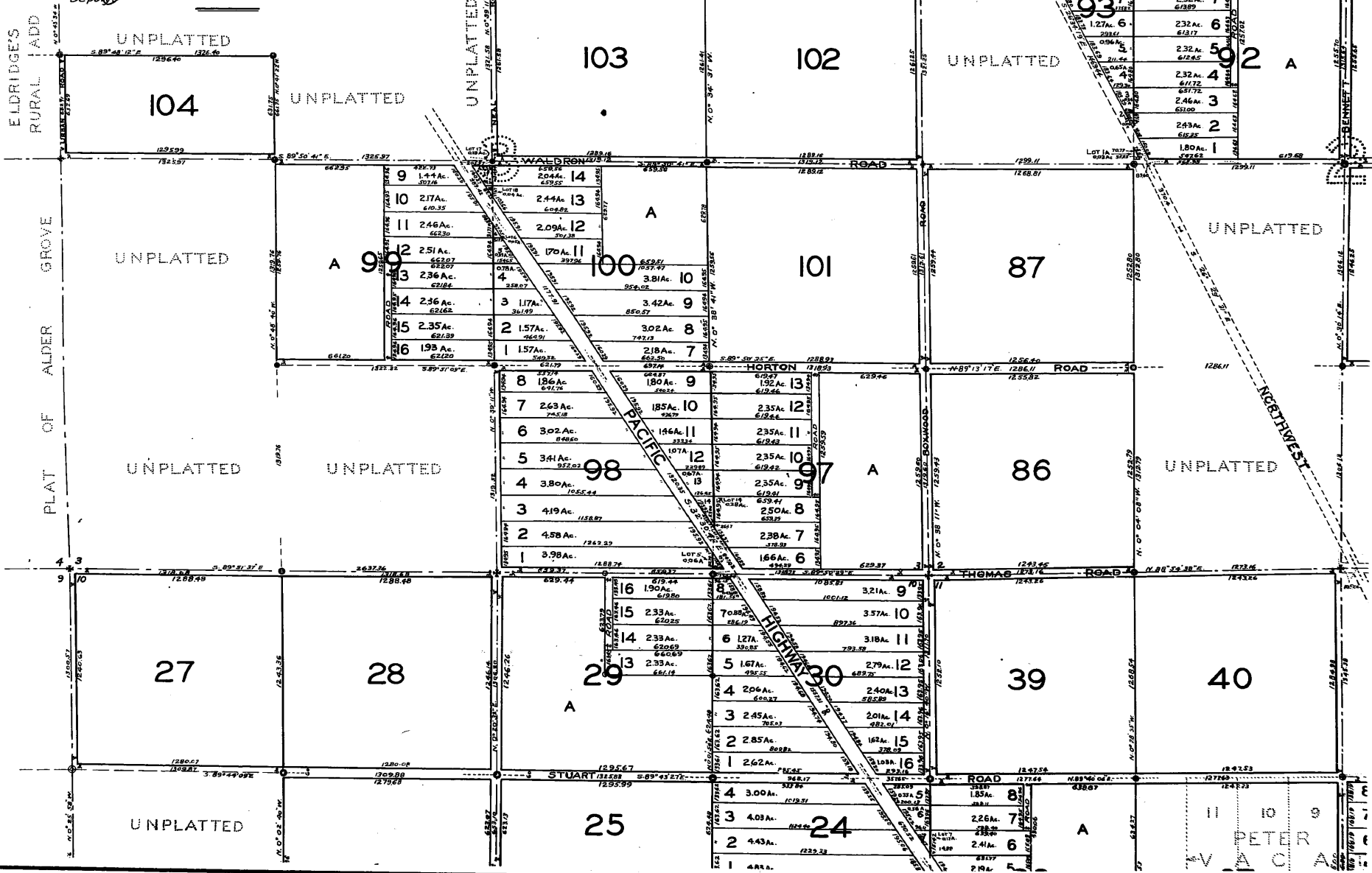
C. C. Baughman
County Auditor.

and Approved this 28th day of February, A.D., 1938.

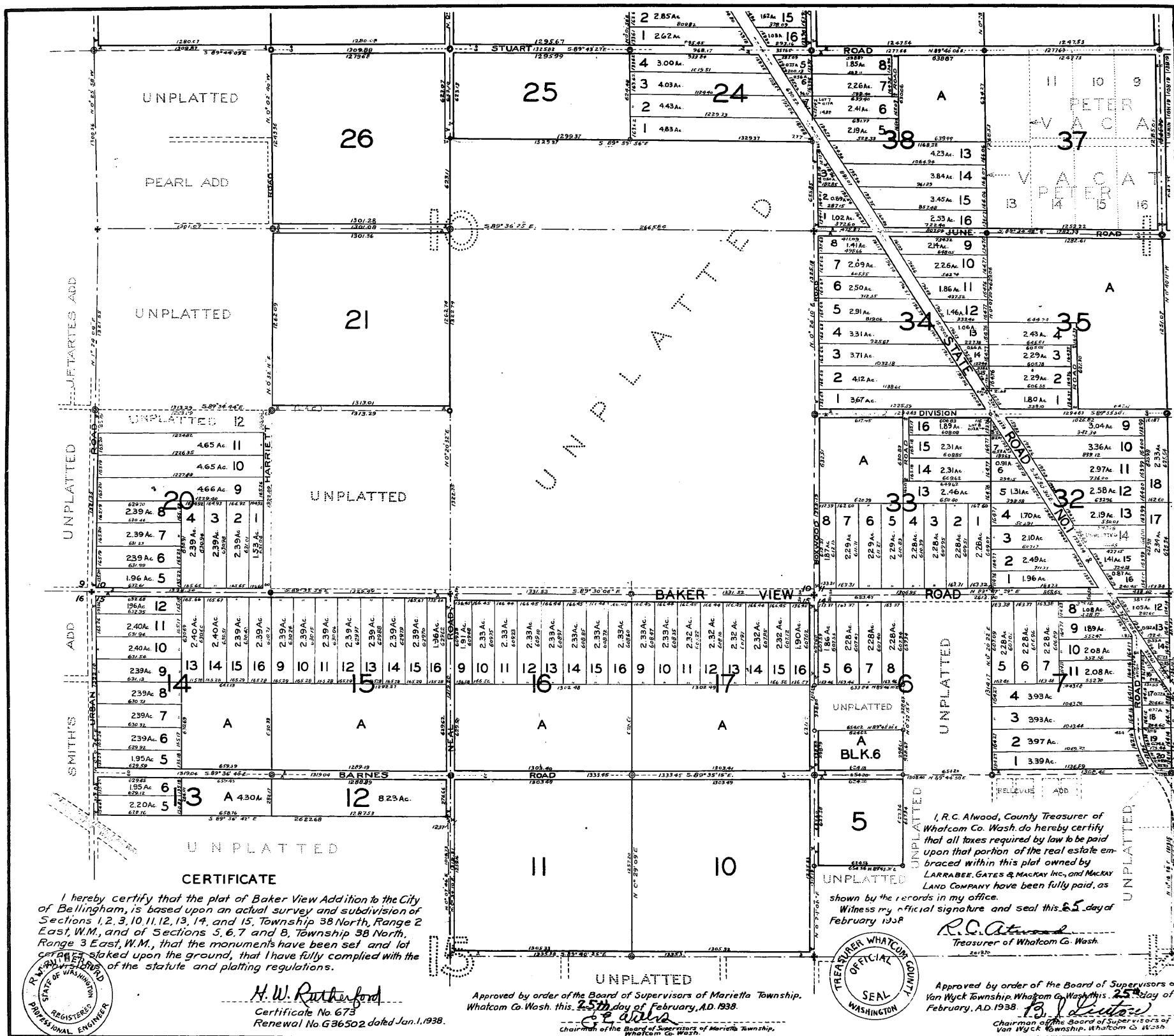
John C. Smith
Chairman of the Board of County Commissioners.

C. C. Baughman
Clerk of Board.

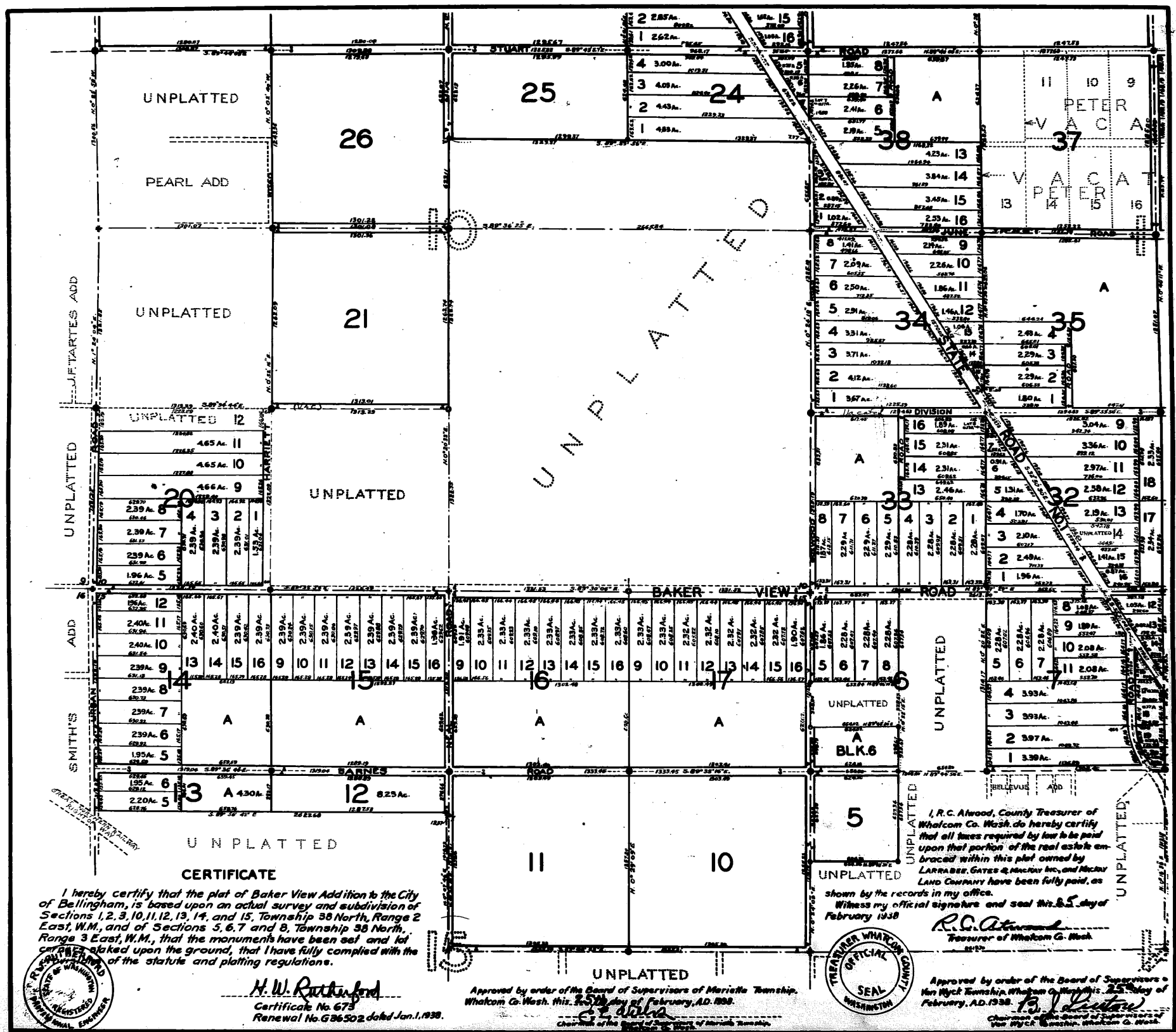
By *Walter F. Winters*
Depot



For vacation of Bennett Ave.
from Thomas Street to Stuart Street
Block to see Vol 4 Page 563 Sec. 14 1960
Commissioners proceeding



For location of Bennett Ave from Thomas Street
to Stuart St Block 40 see Commission proceedings
Vol 42 Page 563. Set 14th 1960



For location of June road from Harriet St to center line of Sec. 10; an unnamed road from Harriet St to center line of Sec. 10; June being 550 ft of NE 1/4 Sec. 10;
Division road from east line of Sec. 10 to east line of lot 4, 800 ft; Baker View road from Valine lot 4 to east line of lot 5, 800 ft;
Barnes road from east line of lot 4 to east line of lot 5, 800 ft; Baker View road from east line of lot 4 to east line of lot 5, 800 ft;
Harriet St from N. line Baker View road to north line of lot 11, 820 ft; Barnes road from south line of lot 5, 800 ft to north line of lot 11, 820 ft;
June road from N. line of lot 11, 820 ft to N. line of Thomas road; an unnamed Co. road from the north line of Baker View St to south line of Barnes Road;
an unnamed Co. Road from south line of lot 11, 820 ft to south line Thomas road; an unnamed Co. road in NE 1/4 Sec. 10 from Baker View St to south line NE 1/4 Sec. 10;
June road extension from west end of June road then west 152.4 feet, thence south 89 degrees 55 minutes east 504.5 feet to an intersection with the Barnes Road.