

631641

VOL 335

WARRANTY DEED

THIS INDENTURE WITNESSETH, That LARRABEE REAL ESTATE COMPANY, a Washington corporation, hereinafter called the "grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by TRAVERS J. BERGMAN, a divorced man, hereinafter called the "grantee," and the performance of the covenants and agreements hereinafter set forth to be performed by the grantee, his heirs and assigns, does by these presents convey and warrant to the grantee, his heirs and assigns, the following described premises situate in the County of Whatcom, State of Washington, to-wit:

Lots five (5) and six (6), Block eight (8) "Chuckanut Addition to the City of Bellingham, Division No. 3" Whatcom County, Washington, as per the map thereof recorded in Book 7 of Plats, Page 67 in the Auditor's office of said county and state.

TO HAVE AND TO HOLD the said premises with all appurtenances unto the grantee, his heirs and assigns forever. The grantor for itself and its successors does hereby covenant to and with the grantee that it is the owner in fee simple of said premises, that they are free and clear of all incumbrances except claims, if any, arising from the acts of the grantee and that it will warrant and defend the title thereto against all lawful claims whatsoever not based upon such incumbrances. A part of the consideration for the execution of this deed by the grantor are the covenants and agreements hereinafter made and entered into by the grantee by his acceptance of this deed for himself, his heirs and assigns, to-wit:

1. Said premises shall be used only for suburban residential or agricultural purposes as the private home of grantee and there shall be at no time erected^{or placed} on said premises more than two dwelling houses on each lot except with the written consent of the grantor or assigns.

2. The grantee hereby 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.

3. No noxious or offensive trade or activity shall be carried on upon said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No race or nationality other than the white race shall use or occupy any dwelling on said premises, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

5. Any dwelling placed or erected upon said premises shall be completed as to external appearance within 9 months from the date of commencement of construction, and the ground floor area of such structure shall be not less than 500 square feet.

6. Until such time as a sewer system may be installed serving the premises herein described, the grantee shall install a septic tank for the disposal of sewage said septic tank to conform to all of the rules and regulations of the State Department of Health.

7. All covenants on the part of the grantee herein contained shall run with the land hereby conveyed and shall 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.

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

IN WITNESS WHEREOF the 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 7th day of November, 1946.

LARRABEE REAL ESTATE COMPANY

By

J. Harold Stevenson
Vice President

By

James R. Deaton
Treasurer



STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this 7th day of November, 1946, before me personally appeared J. HAROLD STEVENSON and JAMES ROBERTSON, to me known to be the Vice President and Treasurer, respectively of LARRABEE REAL ESTATE COMPANY, 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.



Margaret D. Darbyshire
 Notary Public in and for the State of
 Washington, residing at Bellingham.

Received for record at 9:50 AM NOV 13 1946
 at request of Bellingham-Alberta Company
 Pm T. Auditor Whatcom Co., Wn.

CHUCKANUT ADDITION

SCALE: 200 feet to the inch

TO THE CITY OF BELLINGHAM

DIVISION NO. 3

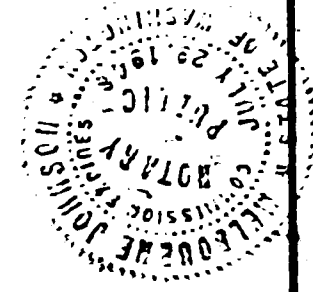
ACKNOWLEDGEMENT

State of Washington } S.S.
County of Whatcom }

This is to certify that on this 21st day of November A.D. 1944, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles F. Larrabee and Edward P. Larrabee, to me known to be the President and Secretary, respectively, of LARRABEE REAL ESTATE COMPANY, 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 the 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 in this certificate first above written.

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



CERTIFICATE

I hereby certify that the plat of "Chuckanut Addition to the City of Bellingham, Division No. 3," is based upon an actual survey and subdivision of Sections 25 and 36, Township 37 North, Range 2 East, W.M., that the monuments have been set and lot and block corners staked upon the ground, that I have fully complied with the provisions of the statute and platting regulations.

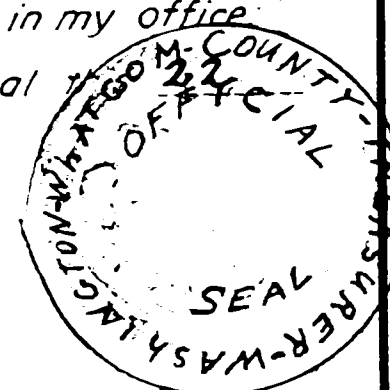
H. W. Rutherford
Certificate No. 673



I, Orland Iverson, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of the real estate embraced within this plat owned by the Larrabee Real Estate Company have been fully paid as shown by records in my office.

Witness my official signature and seal
day of November A.D. 1944.

Orland Iverson
Treasurer of Whatcom County,
Washington.



I hereby certify that the within plat of "Chuckanut Addition to the City of Bellingham, Division No. 3," is duly approved by Whatcom County Planning Commission this 21st day of November A.D. 1944.

Geo. Kopperdahl
Planning Engineer and Executive Officer

Approved by order of Board of Supervisors of Crescent Township, Whatcom County, Washington, this 21st day of November A.D. 1944.

C. Powell
Chairman of the Board of Supervisors of
Crescent Township, Whatcom County,
Washington.

Examined and approved this 21st day of November A.D. 1944.

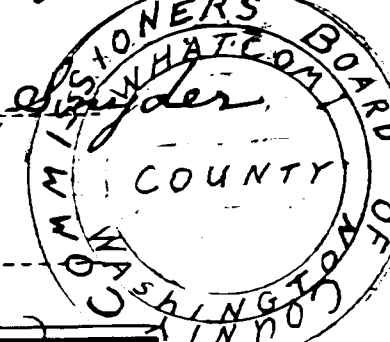
Carl McCre
County Road Engineer

Examined and approved this 21st day of November A.D. 1944.

B. G. Maxley
Chairman of the Board of County Commissioners.

Attest: *Pliny J. Snyder*
Clerk of Board

By _____ Deputy



Filed for record at the request of Whatcom County Planning Commission at 5 minutes past 2 P.M. Nov. 27 A.D. 1944, and recorded in Volume 7 of Plats, page 107, Records of Whatcom County, Washington.

Deputy

Pliny J. Snyder
County Auditor

H. W. RUTHERFORD, Engineer

DESCRIPTION

This plat of "CHUCKANUT ADDITION TO THE CITY OF BELLINGHAM, DIVISION NO. 3" covers and includes those portions of Sections Twenty-five (25) and Thirty-six (36), Township Thirty-seven (37) North, Range Two (2) East, W.M., lying southwesterly of Chuckanut Addition to the City of Bellingham, Division No. 2, as said plat is recorded in volume 7 of plats, pages 57 and 58, records of Whatcom County, Washington, and lying westerly of Pacific Highway (Chuckanut Drive), and lying easterly of the right of way of the Great Northern Railway Company, and northwesterly of the northwesterly boundary line of that certain tract of land in Section Thirty-six (36) situated westerly of said Pacific Highway which tract was heretofore conveyed to the State of Washington for park purposes, which boundary line is more particularly described as follows: "Beginning at a point on the west marginal line of the Pacific Highway (Chuckanut Drive) from which point the quarter section corner on the east boundary line of said Section Thirty-six (36) bears North 89° 48' 00" East 902.39 feet, and South 0° 12' 00" East 742.41 feet, measured respectively, at right angles to and along the east boundary line of the northeast quarter (N.E. 1/4) of said Section, running thence South 63° 45' 00" West 532.64 feet, more or less, to the northeasterly marginal line of the right of way of said Great Northern Railway Company; ALSO, a portion of Government Lot Two (2), said Section Thirty-six (36), and tide lands of the second class in front thereof or abutting thereon, lying southwesterly of said railway right of way, and northerly of that portion of said section lying westerly of said railway right of way which was heretofore conveyed to the State of Washington for park purposes by Pacific Realty Company by deed dated October 23, 1915, and recorded in Volume 137 of deeds, page 325, records of Whatcom County, Washington, said portion of said Government Lot Two (2) being more particularly described as follows: "Beginning at the intersection of the westerly line of said railway right of way with the north line of said tract heretofore conveyed to the State of Washington, from which point the quarter section corner on the east boundary line of said Section Thirty-six (36) bears North 89° 48' 00" East 1387.06 feet, and South 0° 12' 00" East 162.39 feet, measured, respectively, at right angles to and along the east boundary line of the northeast quarter (N.E. 1/4) of said section, running thence northwesterly along the westerly line of said railway right of way, to a point from which the said quarter section corner bears North 89° 48' 00" East 2592.51 feet, and South 0° 12' 00" East 1253.65 feet, measured, respectively, at right angles to and along the east boundary line of said northeast quarter (N.E. 1/4) of said section; thence South 45° 46' 05" West to the shore of Samish Bay; thence, in a southerly direction, following said shore line, to a point on the north line of said tract heretofore conveyed to the State of Washington; thence, along said line, South 69° 11' 30" East to the point of beginning, together with all tide lands of the second class in front thereof or abutting thereon, excepting therefrom the tract designated hereon as "Unplatted Lot 11" in Block 10 of this plat.

All dimensions and bearings are as shown upon the face of the plat.

DEDICATION

Know All Men By These Presents, that LARRABEE REAL ESTATE COMPANY, a corporation organized and existing under the laws of the State of Washington, owner in fee simple of the lands hereby platted, hereby declares this plat and dedicates to the use of the public forever all roads, lanes, drives and places shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public purposes, also the right to make all necessary slopes for cuts or fills upon the lots shown upon this plat in the reasonable original grading of all roads, lanes, drives and places shown hereon.

In Witness Whereof, the said corporation has caused these presents to be executed by its President and its Secretary, and has caused its corporate seal to be hereunto affixed this 21st day of November A.D. 1944.

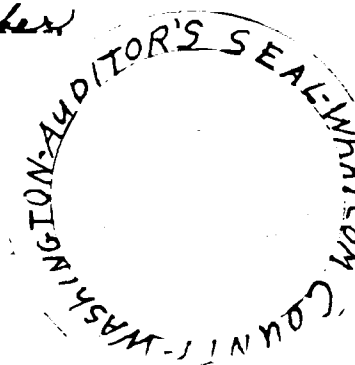
LARRABEE REAL ESTATE COMPANY

By *Charles F. Larrabee*

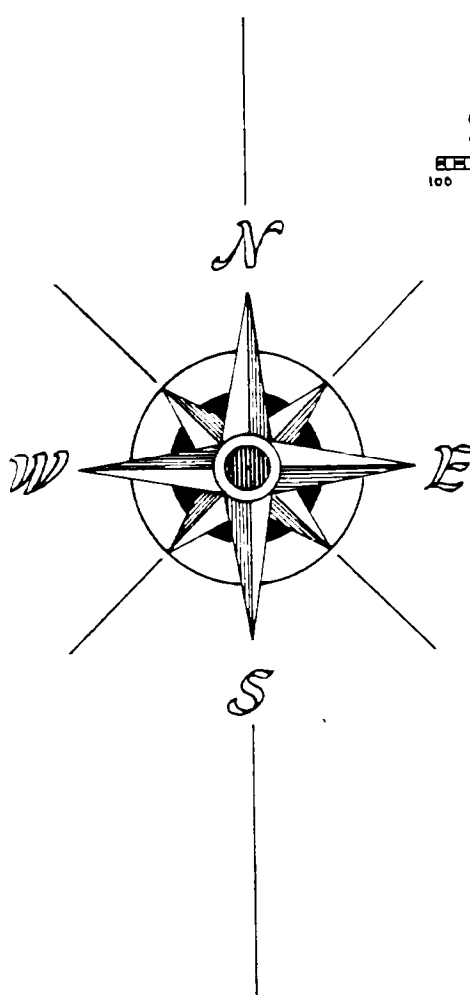
Its President

Attest: *Edward P. Larrabee*

Its Secretary



For vacation of "Lane" between lots
11 and 12 see Commissioners Proceedings
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Pleasant Bay

GOVT.

LOT

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