

800120

BELLAH JOHNSON

WARRANTY DEED TREASURER OF WHATCOM COUNTY, WASHINGTON

4735

May JUL 25 1955

REAL ESTATE
EXCISE TAX

EXEMPT

THIS INDENTURE WITNESSETH, that GERALDINE L. BRADY, a

married woman, the assignee of LARRABEE REAL ESTATE COMPANY, a Washington corporation, of the real property hereinafter described hereinafter called the "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to her in hand paid by WILLIAM F. BEARD and ELDORA M. BEARD, his wife, 6433 So. Eye St., Tacoma, Washington 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:

Lot 9, Block 3 "Edgemoor an Addition to the City of Bellingham, Division No. 3" Whatcom County, Washington, as per the map thereof recorded in Book 8 of Plats, page 6 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 herself and her successors does hereby covenant to and with the Grantee that she 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 she 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. Grantee for himself, his heirs and assigns 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.

2. Grantee for himself, his heirs and assigns, agrees that the minimum cost of any dwelling erected or placed upon the above described property shall be \$6,000.00.

3. Grantee for himself, his heirs and assigns agrees that any building erected or placed upon the above described property shall not exceed one story in height on the Easterly exposure.

4. Grantee for himself, his heirs and assigns agrees not to erect or permit to be erected on said premises any advertising signs or advertising structures of any nature whatsoever.

5. Grantee for himself, his heirs and assigns agrees that said premises are to be used only for single detached private residential purposes and that the building line shall be at least forty feet (40') from the nearest existing road boundaries and that said premises shall not be subdivided.

6. Grantee for himself, his heirs and assigns agrees that said premises shall be owned and occupied only by persons of the White Race except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

7. Grantee for himself, his heirs and assigns agrees that 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.

8. Grantee for himself, his heirs and assigns agrees that 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.

9. Grantee for himself, his heirs and assigns agrees that no animals, poultry or livestock shall be kept or harbored on or about said premises, except that this restriction shall not apply to dogs and cats kept as household pets.

VOL 408 PAGE 506

10. 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.

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

IN WITNESS WHEREOF the said grantor has hereunto set her hand this 18th day of July, 1955.

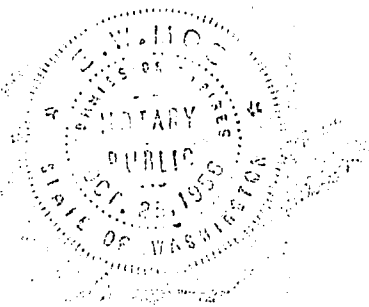
Geraldine L. Brady

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this day personally appeared before me GERALDINE L. BRADY, a married woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of July, 1955.

[Signature]
Notary Public in and for the
State of Washington residing at
Seattle



Received for record at 11:36 a.m. JUL 25 1955
at request of WHATCOM CO. TITLE CO.
Will D. Pratt, Auditor, Whatcom Co., Wash

EDGEMOOR

AN ADDITION TO THE CITY OF BELLINGHAM DIVISION NO. 3

SCALE 1" = 100'

Note —
© Indicates Concrete Monument

File # 643987

Filed for record at the request of the Larrabee Real Estate Company at 40 minutes past 1 P.M. A.D. 1947 and recorded in Volume 8 of Plats, page 6 Records of Whatcom County Washington.

Deputy

County Auditor

I, George F. Meixner, Treasurer of the City of Bellingham, Whatcom County, Washington, do hereby certify that I am the officer in charge of the collection of special assessments levied by the City of Bellingham on all land embraced in this Plat and that all delinquent special assessments for which the property embraced in this Plat may be liable at this date and that all special assessments assessed against the property in this Plat, which under said Plat becomes streets, alleys, and other public places have been paid.

JULY 21, 1947

Treasurer of the City of Bellingham, Washington

CERTIFICATE & DESCRIPTION

I, Fred W. McElmon, do hereby certify that this Plat of Edgemoor No. 3, an Addition to the City of Bellingham, Whatcom County, Washington, is based on an actual survey made by me of Section 11, Township 37 North, Range 2 East, W.M.; that the area covered and embraced in this Plat, the location of the Plat with respect to the East line of said Section 11 and the boundaries of Edgemoor No. 2, the location of Briar Road between Blocks 5 and 6 Edgemoor No. 2, and the replat of Lot 1 Block 6 Edgemoor No. 2, are fully shown by courses and distances; that Lot, Block, and Street dimensions are fully shown; and that monuments have been placed as shown on this Plat.

Fred W. McElmon
Registered Professional Engineer



ACKNOWLEDGMENT

State of Washington } ss
County of Whatcom }
This is to certify that on this 11th day of July, A.D. 1947 before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles F. Larrabee and E.S. McCord, 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.

Margaret R. Ransby
Notary Public in and for the State of Washington
Residing at Bellingham



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 and alleys shown on this Plat.

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 11th day of July, A.D. 1947.

LARRABEE REAL ESTATE COMPANY
By Charles F. Larrabee
Attest E.S. McCord
Pres.
Sec.



Examined and approved this 21 day of July, A.D. 1947.

City Engineer
Bellingham

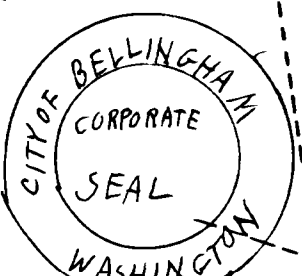
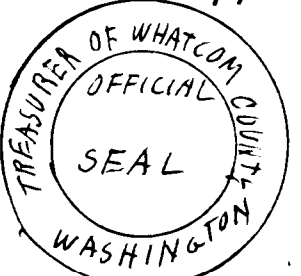
I hereby certify that the within Plat of Edgemoor No. 3, an Addition to the City of Bellingham, is duly approved by the Bellingham City Planning Commission this 6 day of July, A.D. 1947.

CHAIRMAN

I, Orland Ivarson, 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 and that all delinquent assessments have been fully paid as shown by records in this office.

Witness my official seal this 16 day of July, A.D. 1947.

Orland Ivarson
Treasurer of Whatcom County, Washington



Approved by the Mayor and City Council of Bellingham by resolution this 21 day of July, A.D. 1947.

City Clerk
Mayor