

691830

VOL 365 PAGE 683

WARRANTY DEED

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 L. C. HOLCOMB, 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:

Lot Fourteen (14) "Northwest Baker View Tracts" Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, page 59, 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 January 21, 1941 and recorded in Volume 264 of deeds at page 404 of the records of the office of the Auditor of Whatcom County, Washington, and covering a tract of approximately Thirty (30) acres, 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 Three & 10/100 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.

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. Said lot shall be used only for suburban residential or agricultural purposes as the private home of purchaser and there shall be at no time erected or placed on said lot more than one dwelling house, and said lot shall not be resubdivided without the written consent of the grantor.

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

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

4. No building shall be erected or placed on said lot until the design, plans, specifications and location thereof have been approved in writing by the grantor.

5. No dwelling costing less than \$1,800.00 shall be permitted on said lot in Northwest Baker View Tracts. The ground floor area of the main structure exclusive of open porches and garages shall not be less than 550 square feet in the case of a one story structure nor less than 500 square feet in the case of a one-and-one-half or two story structure. Any dwelling placed or erected upon said lot shall be completed as to external appearance and external painting within 9 months from the date of commencement of construction.

6. No building shall be located or erected on said lot nearer than 40 feet to the front lot line or nearer than 15 feet to any side street line, or side lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 20,000 square feet or a width of less than 100 feet at the front building setback line.

8. Until such time as a sewer system may be installed serving the premises herein described, the purchaser 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. If the purchaser or his heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages for such violation.

10. These covenants and restrictions are to run with the land, and shall be binding upon all of the parties and all persons claiming under them until December 31, 1966, at which time said covenants and restrictions shall terminate.

11. 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, 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 28th day of January, 1946.



LARRABEE, GATES & MACKAY, INC.

By Charles F. Larrabee
Vice President

By James Robertson
Treasurer

STATE OF WASHINGTON)
COUNTY OF WHATCOM) SS.

On this 28th day of January, 1946, 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
Notary Public in and for the State
of Washington, residing at Bellingham.

Received for record at 2:30 PM FEB 14 1950

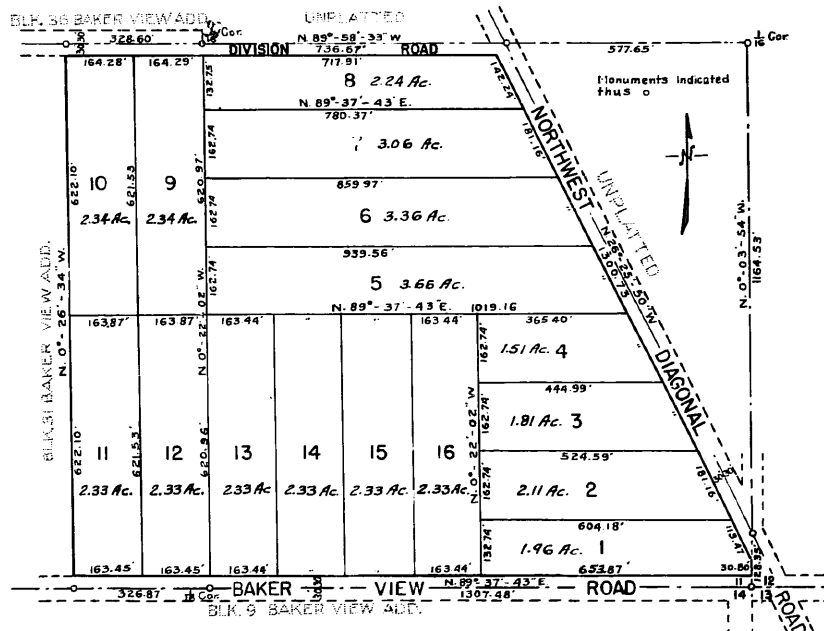
at request of L. C. Holcomb

Will D. Pratt, Auditor Whatcom Co., Wash.



NORTHWEST BAKER VIEW TRACTS

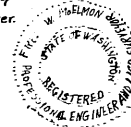
Scale - 1" = 200'



CERTIFICATE

I hereby certify that this Plat of NORTHWEST BAKER VIEW TRACTS is based upon an actual survey and subdivision made by me of Section 11, Township 38 North, Range 2 East, W.M., and that monuments have been set as indicated upon the Plat.

Fred W. M. Shurt
Registered Professional Engineer
State of Washington



I, R.C. Atwood, County Treasurer of Whatcom County, Washington, do hereby certify that all taxes required by law to be paid upon that portion of real estate embraced within this plat have been fully paid as shown by the records in my office.

R. C. Atwood
Treasurer of Whatcom County
Washington.



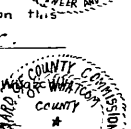
Examined and approved this 24th day of November, A.D. 1940.

P. J. Wiltse
County Engineer



Examined and approved by the Whatcom County Planning Commission this 22nd day of November, A.D. 1940.

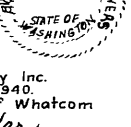
John J. Hubbell
Chairman



Approved by order of the Board of County Commissioners of Whatcom County, Washington, this 24th day of November, A.D. 1940.

Attest *Philly J. Snyder*
Clerk of Board

Albert J. Snyder
Chairman



Filed for record at the request of Larrabee, Gates and Mackay, Inc. at _____ minutes past _____ A.M. _____ A.D. 1940. and recorded in Volume _____ of Plats, Page 19, Records of Whatcom County, Washington.

By _____ Deputy

Philly J. Snyder
County Auditor



DEDICATION

Know All Men By These Presents that Larrabee, Gates and Mackay, Inc., a corporation organized and existing under the laws of State of Washington, owner in fee simple of the real estate embraced in the within plat, hereby execute and file this plat of NORTHWEST BAKER VIEW TRACTS and hereby dedicate to the use of the public forever the roads shown on this plat not heretofore dedicated as public highways. This plat covers and includes the following described tracts of land in Sections Eleven and Twelve, Township Thirty Eight North, Range Two East, W.M., to-wit: That part of the Southwest quarter of the Southwest quarter of Section Twelve and that part of the Southeast quarter of the Southeast quarter of Section Eleven, lying west of the Northwest Diagonal Road and the east half of the east half of the Southwest quarter of the Southeast quarter of Section Eleven. In Witness Whereof, the said Larrabee, Gates and Mackay, Inc. have caused this plat to be executed by its Vice President and Secretary and the corporate seal of said corporation to be hereunto affixed this 22nd day of November, A.D. 1940.

Larrabee, Gates and Mackay

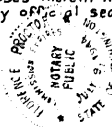
By *Charles F. Larrabee*
Vice President

Attest *Charles F. Larrabee*
Secretary

ACKNOWLEDGMENT

State of Washington) ss
County of Whatcom

This is to certify that on this 22nd day of November, A.D. 1940 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles F. Larrabee and Jack Templin, to me known to be the Vice President and Secretary, respectively, of Larrabee, Gates and 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. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Charles F. Larrabee
Notary Public in and for the State of Washington
Residing at Bellingham

