

**The following documents refer to the deeding of the property on the Lagoon to Edgemoor Association in 1954 by 3 of the 4 Larrabee heirs.**

**File Name: Deed to Reserve.doc - Scanned by Sandie Koplowitz, 9-11-02.**

**Original documents are located in the Edgemoor Association Legal Documents File.**

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**779687**

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## **QUIT-CLAIM DEED**

THE GRANTORS, CONSUELO M. LARRABEE, GERALDINE L BRADY, MARY B. LARRABEE, individually and as executrix of the Last Will and Testament of CHARLES F. LARRABEE, deceased, and MARY L. BOURQUE, being all the stockholders of the LARRABEE REAL ESTATE COMPANY, a former Washington corporation, with all of its corporate debts fully paid, for and in consideration of ONE DOLLAR, convey and quit-claim to EDGEMOOR ASSOCIATION, a Washington corporation, the following described real estate situated in the County of Whatcom, State of Washington:

Tract RESERVE, Block 3, Edgemoor, an addition to the city of Bellingham, Division No.2, as per the map thereof, recorded in Vol. 7 of Plats page 75, records of the auditor of Whatcom County, Washington.

Said land is hereby conveyed for park, boat haven, beach and playground purposes or for anyone or more of the aforesaid purposes, but may be held in an undeveloped state by grantee, its successors or assigns.

IT IS HEREBY UNDERSTOOD AND STIPULATED that whenever said grantee allows taxes to become delinquent for more than three consecutive years or permits the property to be used for any other purpose than above set forth, or no longer desires to retain title to said property, title thereto shall vest in the city of Bellingham, a municipal corporation, for public park purposes.

Grantors hereby quit-claim, sell, assign and convey to said EDGEMOOR ASSOCIATION all rights and powers reserved or retained or jointly owned by the grantors as successors in interest to the said Larrabee Real Estate Company to enforce covenants and building restrictions held by Larrabee Real Estate Company, a Washington corporation, whose charter recently expired, on Edgemoor, an addition to the city of Bellingham, Whatcom County, Washington, as per the map thereof recorded in Book 7 of Plats, pages 49 and 50, in the auditor's office of Whatcom County, Washington, and on Edgemoor, an addition to the city of Bellingham, Division No.1-A and Divisions No. 2 and 3, Whatcom County, Washington, as per the map thereof recorded in the auditors office of said county and state; provided, however, that nothing herein shall operate to divest the right of the said grantors, either jointly or severally, to enforce the said covenants and building restrictions as long as the said grantors, either jointly or in their individual capacity, are the owners of property in the said addition.

DATED this 9<sup>th</sup> day of April, 1954.

Signed by Consuelo M. Larrabee on August 12, 1954

Unsigned by Geraldine L. Brady (Later granted by her surviving son, John Brady, 1981)

Signed by Mary B Larrabee on August 7, 1954

Signed by Mary L. Bourque on April 9, 1954

**KERR, McCORD, GREENLEAF & MOEN  
LAW OFFICES  
1309 HOGE BUILDING  
SEATTLE 4, WASHINGTON**

August 23, 1954

Mr. Robert B. Sherwood  
Attorney at Law  
Bellingham National Bank Bldg.  
Bellingham, Washington

Dear Mr. Sherwood:

Enclosed is a Quit-Claim Deed signed by Consuelo M. Larrabee, Mary B. Larrabee and Mary L. Bourque, conveying an undivided three-fourths interest to Edgemoor Association of the beach property described in the Deed. Mrs. Brady has declined to sign the Deed for the reasons stated in my letter to you dated July 15, 1954. She is, however, willing to meet with you or with the representatives of Edgemoor Association at any time in an effort to work out a mutually satisfactory solution. The next time I am in Bellingham, I am going to call you and see if we can't arrange a meeting for that purpose. I am sending a copy of this letter to each of the grantors, so that they may know that the deed with the three signators has now been delivered.

Very truly yours,  
KERR, McCord, GREENLEAF & MOEN  
BY R..M. Moen  
Encl.  
cc/ Consuelo M. Larrabee  
Geraldine L. Brady  
Mary B. Larrabee  
Mary L. Bourque  
Charles Horowitz

**KERR, McCORD, GREENLEAF & MOEN**  
**LAW OFFICES**  
**1309 HOGE BUILDING**  
**SEATTLE 4, WASHINGTON**

July 15 1951

Mr. Robert B. Sherwood  
Attorney at Law  
Bellingham National Bank Bldg.  
Bellingham, Washington

Dear Bob:

Charley Horowitz has sent me a copy of your letter of July 13 1954 in which you send him another deed or the beach tract to the Edgemoor Association.

It so happened that Jim and Jerry Brady were in my office this morning, at which time we had an opportunity to discuss her reasons for not having previously executed the deed. They have been spending the summer in Bellingham, which has made it somewhat inconvenient for us to get together, and this seems to be the principal reason for the delay in my advising you why the deed has not previously been signed.

In regard to the deed to the Edgemoor Association, Mrs. Brady feels that the eligibility for membership is limited to too restricted an area. She points out that membership is limited to Edgemoor 1,2 and 3, which includes only a small portion of the old Larrabee homestead which the beach was originally set aside to serve. She has therefore suggested that you increase the area so as to include the property within the following boundaries: South side of Lagoon Drive and Cowgill Avenue to Hawthorne Road, to Willow Street, thence east to the Pacific Highway, thence to View crest Road; including Viewcrest, and then west on to Fieldston and south on Fieldston to the Bay.

Her second objection to the Edgemoor Association set-up is the eligibility rules to membership as defined by sections 2 and 3 of the by-laws. She points out that section 2 limits charter members to those "who apply for membership at or prior to" the first meeting, and that regular membership is limited to those who are eligible "as determined by the membership committee." Mrs. Brady feels that the original intention was that all property owners within the geographical area should be eligible for membership, irrespective of when they applied for membership and without having to rely upon acceptance by a membership committee.

Mrs. Brady's third objection to the deed is the paragraph whereby the Edgemoor Association is given the right to enforce the restrictive covenants and building restrictions pertaining to the recorded plats.

I told Mrs. Brady that I would write to you about these matters and send a copy of the letter to Mr. Baldrey, whom I understand also has an interest. If you would give me the benefit of the attitude of those interested, toward these requests, I will be glad to submit it to Mrs. Brady and see if we can get this matter ironed out to everyone's satisfaction. I personally don't feel that I know enough about the situation to have a fixed opinion on

any of the matters, but I will say that in regard to the geographical area there appears to me to be much merit in Mrs. Brady's suggestion.

In regard to Chuckanut Beaches, her thoughts on membership are also applicable and she feels that the affected area should include the platted properties in Chuckanut, Chuckanut No.2, and Chuckanut K No. 3.

Please let me hear from you at your early convenience, or, if this letter is more properly answerable by Mr. Baldrey, have him write me direct.

Very truly yours,  
KERR McCORD, GREENLEAF & MOEN  
By RA MOEN  
Copy to Mr. Loomis Baldrey  
Copy to Geraldine Brady  
Copy to Charles k Horowitz

**PRESTON, THORGRIMSON & HOROWITZ  
ATTORNEYS AT LAW  
NORTHERN LIFE TOWER  
SEATTLE. I**

July 14, 1954

Mr. R. A. MoEn  
AttornEy at Law  
Hoge Building  
Seattle. Washington

Dear Gus:

I am in receipt of a letter from Mr. Robert B. Sherwood as per copy enclosed together with proposed Quit-Claim Deed.

It has been suggested that Mrs. Brady doesn't wish to sign the deed, that the other three do sign the deed so that the Beach Club will have the benefit of the beach through the ownership of a three-quarter undivided interest. I am informed that this is probably agreeable to Consuelo Larrabee and to Mrs. Charles. Larrabee. If it is, could you have your clients sign the enclosed Quit Claim Deed and return?

Yours very truly,  
PRESTON, THORGRIMSON &  
HOROWITZ  
By Charles Horowitz

cc: Nr. Robert B. Sherwood  
cc: Mrs. Bourque

July 13, 1954

**Preston, Thorgrimson & Horowitz**  
**Lawyers**  
**Northern Life Tower**  
**Seattle, Washington**

Attention Mr. Horowitz

Dear Mr. Horowitz ,

Enclosed is a re-typed quit-claim deed to be signed by Consuelo M. Larrabee, Mary B. Larrabee and Mary L. Bourque, whom I understand you represent. Mrs. Bourque was in Bellingham last Friday, where I met her in the office of attorney Loomis Baldrey. She advises me that she signed an exact replica of the enclosed quit-claim deed several months ago, and it was then sent to Geraldine L. Brady, who has declined to sign. As the next best thing, we thought that the remaining three grantors should execute the deed.

I suppose this deed will give Edgemoor Association an undivided three-fourth interest in the right to enforce such building restriction as Larrabee Real Estate Company formerly held. This, of course, is somewhat complicated and not as satisfactory as owning the entire interest.

Yours Sincerely

ROBERT SHERWOOD