

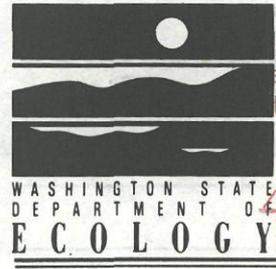
FEE PAID

#10.00 AS

RECEIVED
DEC 13 1994

DEPT. OF ECOLOGY

have examined this application and find it is: not an "action". SURFACE WATER GROUND WATER
\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION
DATE: 12/19/94 SIGNATURE: [Signature]



APPLICATION NO. <i>SI-27564</i>	W.R.I.A. <i>01</i>	COUNTY <i>Whatcom</i>	PRIORITY DATE <i>12-13-94</i>	TIME	ACCEPTED <i>PR</i>
APPLICANT'S NAME - PLEASE PRINT <i>Gary Lupo</i>				Bus. Tel. <i>206-733-2180</i>	Home Tel. <i>206-733-8467</i>
ADDRESS (STREET) <i>2201 Niagara</i>			(CITY) <i>Bellingham</i>	(STATE) <i>WA</i>	(ZIP CODE) <i>98226</i>
DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION					

1. SOURCE OF SUPPLY

IF SURFACE WATER	IF GROUND WATER
SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE) <i>Lake Whatcom</i>	SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)
TRIBUTARY <i>Whatcom Creek</i>	SIZE AND DEPTH

2. USE

USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)
Single Domestic Supply - year round as needed

ENTER QUANTITY OF WATER REQUESTED USING UNITS OF: CUBIC FEET PER SECOND (CFS) *0.1* OR GALLONS PER MINUTE (GPM) ACRE FEET PER YEAR *0.5*

TIMES DURING YEAR WATER WILL BE REQUIRED
Single Domestic Supply - continuously

IF IRRIGATION, NUMBER OF ACRES <i>N/A</i>	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, 1-MOBILE HOME, 2-CAMPSITES, ETC. <i>1</i>	IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
DATE PROJECT WAS OR WILL BE STARTED <i>Immediately</i>	DATE PROJECT WAS OR WILL BE COMPLETED	

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL

3A. IF IN PLATTED PROPERTY *See real estate contract*

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE	ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION
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3B. IF NOT IN PLATTED PROPERTY

ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER

ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	COUNTY
<i>Coast Lot 2</i>	<i>32</i>	<i>38</i>	<i>4E</i>	

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.

See attached.

FEE PAID

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

Property owner

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

YES NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

DEC 13 1997

6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

To be determined

REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

- 1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977. YES NO
- 2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY. YES NO
- 3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION. YES NO

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

GARY LUPO
LEGAL LANDOWNERS NAME
(PLEASE PRINT)

Gary Lupo
APPLICANT'S SIGNATURE

Gary Lupo
LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

2201 Niagara Dr Bellingham
LEGAL LANDOWNER'S ADDRESS
WA. 98226

FOR OFFICE USE ONLY

STATE OF WASHINGTON }
DEPARTMENT OF ECOLOGY } ss.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

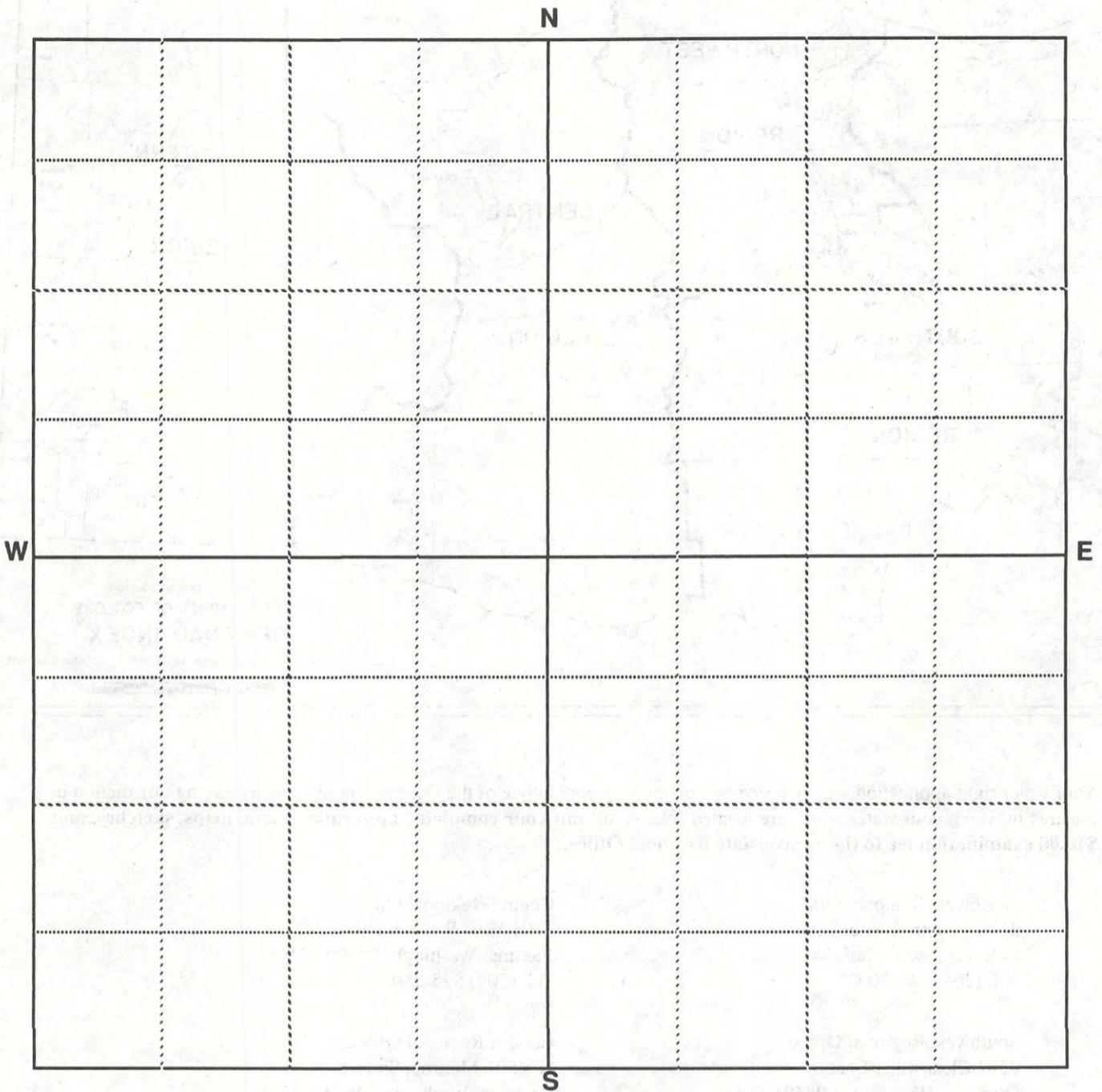
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In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before, 19.....

Witness my hand this day of, 19.....

SECTION MAP

Sec. 32 Twp. 38 N. R.



Scale: 1 inch = 800 feet (each small square = 10 acres)

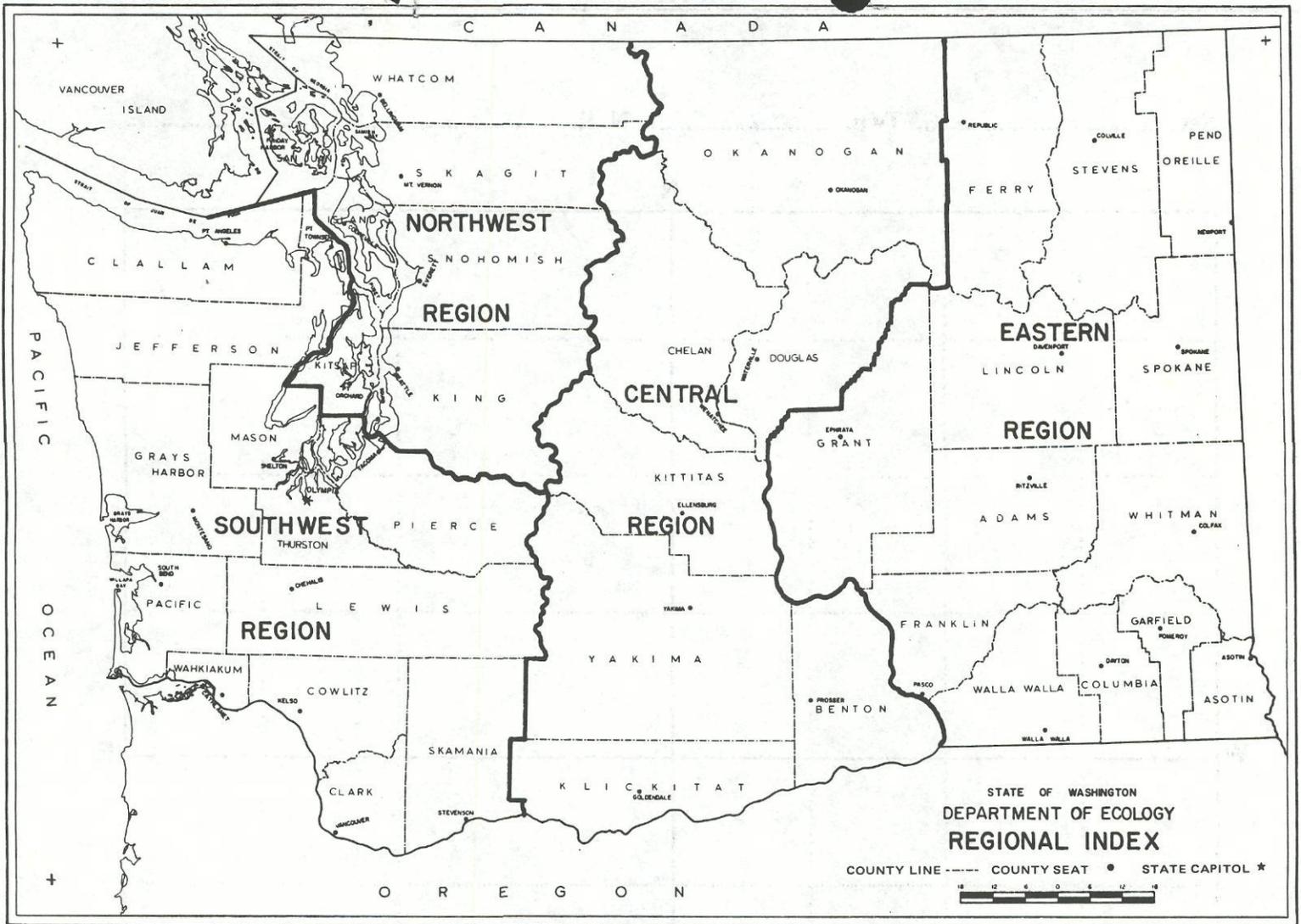
Show by a cross (X) the location of point of diversion (surface water source) or point of withdrawal (ground water source). For ground water applications, show by a circle (O) the locations of other wells or works within a quarter of a mile. Indicate traveling directions from nearest town in space below.

Detach here

Fold along scale



Detach this scale at the performance, fold excess paper under or cut off excess by cutting along the scale line. This scale corresponds to the SECTION MAP above. You can read feet directly from this scale to outline property and locate points of diversion or withdrawal on the SECTION MAP. Enclose this map along with the application and \$10.00 examination fee.



Your water right application will be processed by the Regional Office of the Department of Ecology having jurisdiction in the area in which your water works are located. **Please submit your completed application form, maps, sketches, and \$10.00 examination fee to the appropriate Regional Office.**

Northwest Regional Office
3190 - 160th Avenue S.E.
Bellevue, WA 98008-5452
Tel. (206) 649-7000

Central Regional Office
3601 West Washington
Yakima, Washington 98903-1164
Tel. (509) 575-2800

Southwest Regional Office
7272 Cleanwater Lane
Olympia, Washington 98504-6811
Tel. (206) 586-6380

Eastern Regional Office
N. 4601 Monroe, Suite 100
Spokane, Washington 99205-1295
Tel. (509) 456-2926

The appropriate Regional Office will be happy to answer any further questions you may have.

5-7-73

1137511



REAL ESTATE CONTRACT

(FORM A-1964)

THIS CONTRACT, made and entered into this 30th day of April, 1973

between ROBERT E. JOHNSON and MARY L. JOHNSON, his wife hereinafter called the "seller," and GARY F. LUPO and TAMNEY F. LUPO, his wife hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Whatcom County, State of Washington: A tract of land in Government Lot 2, Sec. 32, Twp. 36 North, Range 4 East of W.H. described as follows: Beginning at the intersection of the North Boundary of said Lot 2 and the centerline of Co. Rd. No. 148; thence North 75° 52' 15" East and following the North Boundary of said Lot 2, 42.92 feet to the Easterly boundary of said Co. Rd.; thence South 59° 47' 10" East and following the Easterly boundary of said Co. Rd. 643.72 feet; thence on a curve to the right having a central angle of 15° 37' 30" and a radius of 1,273.49 feet, N 34° 02' 30" East, 391.40 feet; thence on a curve to the left having a central angle of 0° 12' 00" and a radius of 2046.27 feet, S 8° 55' 00" East, 230.69 feet; thence North 44° 59' 10" East, 230.69 feet; thence South 40° 36' 40" East 230.00 feet; thence South 39° 44' 00" West to the high water line of Lake Whatcom; thence Northwesterly along the said high water line to the point that bears South 44° 59' 10" West from the true point of beginning; thence North 44° 59' 10" East to the true point of beginning, LESS County Rd. right of way and the Northern Pacific Railway.

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND and no/100 - - - - - (\$ 10,000.00) Dollars, of which TWO THOUSAND and no/100 - - - - - (\$ 2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: EIGHTY and no/100 - - - - - (\$ 80.00) Dollars, or more at purchaser's option, on or before the 4th day of June, 1973, and EIGHTY and no/100 - - - - - (\$ 80.00) Dollars, or more at purchaser's option, on or before the 4th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 per cent per annum from the 1st day of May, 1973, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or such other place as the seller may direct in writing before May 1, 1974 of an amount to reduce the balance remaining on the contract to \$5,000.00. Seller agrees to give purchaser a fulfillment deed when the purchaser is ready to build on the property, in return for a note for the balance remaining on the contract and a letter of instructions from the purchaser to the purchaser's finance company, financing the constructions, to pay the balance remaining on the note off in 3 equal payments from the 3 constructions draws. Interest on said note to be 7% and to be computed on the diminishing balance. Purchaser agrees not to request fulfillment deed for at least one year from date of closing.

As referred to in this contract, "date of closing" shall be May 1, 1973

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and at the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

Send checks payable to:

Whatcom County Treasurer
311 Grand Avenue
Bellingham, WA 98225-4083

Barbara J. Co

Whatcom County Treasurer

TR IN GOVT LOT 2 DAF-BEG AT INTERS OF N
BNDRY OF GOVT LOT 2-C/L OF CO RD 148-TH
N 75 DEG 52'15" E-FOL N BNDRY OF SD GOVT
LOT 2 42.92 FT TO ELY BNDRY OF SD CO RD-
TH S 59 DEG 47'10" E-FOL ELY BNDRY OF SD

1026 501 F4 W10
FC

LUPO3000

GARY F & TAWNEY F LUPO
2201 NIAGARA ST
BELLINGHAM

WA 98226-5909