

APPLICATION FOR PERMIT

FEE PAID 0.00
5/26/98

have examined this application and find that it is: not an "action". TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

SURFACE WATER GROUND WATER

WASHINGTON STATE DEPARTMENT OF ECOLOGY

DATE: 6/12/98 SIGNATURE: Betty Baker \$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

APPLICATION NO. 5127955	W.R.I.A. 1	COUNTY Whatcom	PRIORITY DATE 5-26-98	TIME	ACCEPTED JB
APPLICANT'S NAME - PLEASE PRINT Betty Allsop IVOR J. ALLSOP					Bus. Tel. 360-734-9090 Home Tel. 360 734 6269 Other Tel.
ADDRESS (STREET) 8079 No Shore Rd.		(CITY) Bellingham	(STATE) WA	(ZIP CODE) 98226	

1. SOURCE OF SUPPLY

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

2. USE

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

ENTER QUANTITY OF WATER REQUESTED USING UNITS OF: CUBIC FEET PER SECOND (CFS) 0.02	OR	GALLONS PER MINUTE (GPM) 20 GPM	ACRE FEET PER YEAR 0.5
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TIMES DURING YEAR WATER WILL BE REQUIRED
All Time

IF IRRIGATION, NUMBER OF ACRES	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, 1-MOBILE HOME, 2-CAMPSITES, ETC. 1 Homes + out buildings	MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
DATE PROJECT WAS OR WILL BE STARTED IN USE	DATE PROJECT WAS OR WILL BE COMPLETED	

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL

3A. IF IN PLATTED PROPERTY

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
5	4	PLAT of AGATE BAY	25	38	3E	

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

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.

ENCLOSED

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

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 Granted by land offices of OLYMPIA-

WASHINGTON TERRITORY CERTIFICATE # 5004. PROOF OF SALE TO DANIEL JACKSON FROM U.S. GOVERNMENT

IN 1874 WITH WATER RIGHTS AS STATED. SEE ADDITIONAL 1974 WATER RIGHTS CLAIM

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.)

2 hp pump - 2" pipe

REMARKS

7. Legal description enclosed - excluding flat water

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

Beig alsop
IVOR I. ALSOP (deceased)
LEGAL LANDOWNERS NAME (PLEASE PRINT)

Beig alsop
Ivor I. Alsop
APPLICANT'S SIGNATURE
Ivor I. Alsop
LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

2079 No. Shore Rd
BELLINGHAM, WA. 98226
LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON }
DEPARATMENT 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:

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.....

1080774

1080774

REAL ESTATE CONTRACT

07739

THIS CONTRACT, made and entered into this 14 day of August, 1970,

between PAUL W. LISTON, unmarried

hereinafter called the "seller," and IVOR J. ALLSOP and BETTY J. ALLSOP, 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:

PARCEL A: All that part of Government Lots 4 and 5, in Section 25, Township 38 North, Range 3 East of W.M., lying Southerly of Whatcom County Road No. 486 and Northerly of the right of way of the Northern Pacific Railway and Westerly and Southerly of a strip of land 60 feet wide, the center line of said 60 foot strip being described as follows, to-wit: Beginning at a point on the Northerly line of Lot 18, Block J, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, 39.57 feet Northeasterly of the Northwest corner of the said Lot 18; thence North 33° 13' 20" West, 100 feet to the Northerly

line of the right of way of the Northern Pacific Railway and to the true point of beginning; thence North 33° 13' 20" West, 190 feet; thence North 5° 17' East, 90 feet, more or less, to the Southerly line of the right of way of County Road No. 486, LESS roads, situate in Whatcom County, Washington.

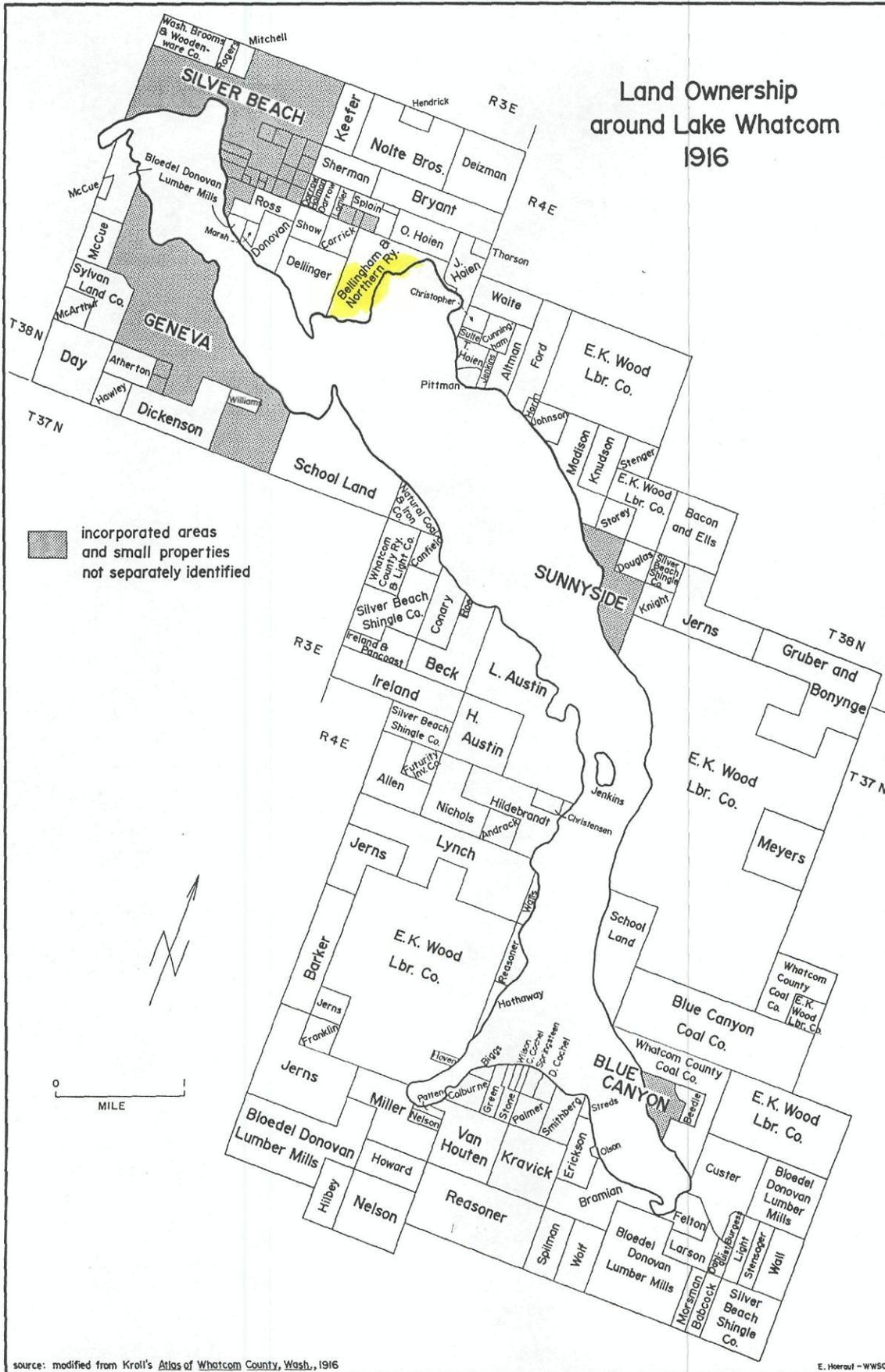
PARCEL B: All of Lots 1 to 13 inclusive, Block 4, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state.

SUBJECT, HOWEVER, to Reservations contained in deed from Chicago, Milwaukee St. Paul and Pacific Railroad Company, a Wisconsin corporation, dated August 10, 1929, recorded August 23, 1929, under Whatcom County Auditor's File No. 366909; and to the Reservation of minerals, etc., as provided by Chapter 255 of the Session laws of 1927, as contained in deed from the State of Washington to Archie W. Shiels, dated October 28, 1929, recorded January 3, 1930, under Whatcom County Auditor's File No. 373547; and further subject to Reservation of minerals, etc., as provided by Chapter 312 of the Session Laws of 1927, as contained in deed from the State of Washington to Archie W. Shiels, dated November 19, 1929, recorded January 3, 1930, under Whatcom County Auditor's File No. 373548.

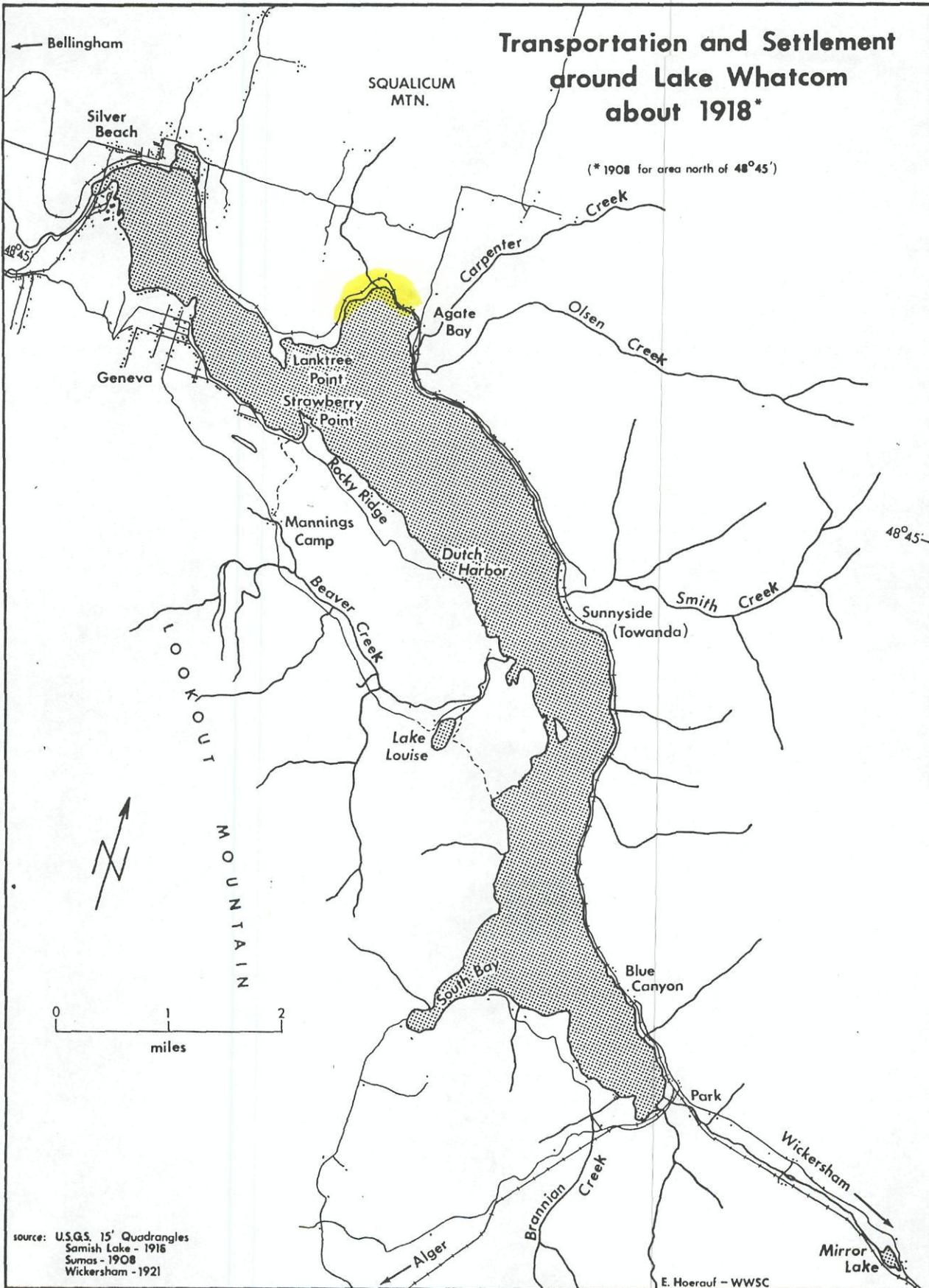
AUG-14-70 45379 664111110 300.00

VOL 122 PAGE 152

Land Ownership around Lake Whatcom 1916



Map III--Map of Land Ownership around Lake Whatcom, 1916



Map IV--Map of Transportation and Settlement around Lake Whatcom about 1918

Pat Fld June 1 1900
Dtd Nov 15 1870
Cert 2466

53198

2 Pat 358

U S A
to
R E Meyers

*o.k. at court house
"Meyers" in
other instruments*

copy

*1
166*

-----Form 6 -----

The Lots 1, 3 & 4, Sec 13 in Tp 37 N of R 2-E in the District
of Lands subject to sale at Olympia, Washington Territory, cont
160.75 acres
108.

GLO SEAL
Rec Vol 5 Page 75

U S Grant
By J Parrish Secretary
I N Granger Rec GLO

Pat Fld June 29 1900
Dtd June 13 1875
Cert 5004

53610

2 Pat 359

U S A
to
Daniel Jackson

----- Form 7 -----

Lots 3, 4, 5 & 6 & the NW 1/4 of the NW 1/4 of Sec 25 in Tp
38 N of R 3 E in the District of Lands subject to sale at
Olympia, Washington Territory, cont 154.35 acres .

GLO SEAL
Rec Vol 9 Page 476

U S Grant
By D D Cone secretary
L K Lippincott Rec GLO

Pat Fld July 30 1900
Dtd Jan 30 1899
Cert 17463

53959

2 Pat 359

U S A
to
Christian F Peterson

----- Form 14 -----

The NW 1/4 of the SW 1/4 & the E 1/4 of the SW 1/4 of Sec 27 & the

*2
61*

*3
62
40*

6299

20 D 182

D Fld July 11, 1890
Dtd Dec 12, 1874 \$300

Daniel Jackson of WCWT
to
William Price Jones of sm place

Ep d GBSCC unto sp ha the folg land sit in C of W, T of W

All those lots, pieces or tracts of land as aforesaid desc as being the lots 3, 4, 5 and 6 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 25 in Tp 38 N of R 3 E, cont 154.35 acres being the Preemption no 3211 of the said Daniel Jackson proved up on this --

Cov: GW Sig seal

Ackd in Thrston Co, WT Dec 12, 1874 by DJ and the sd grantor declared himself to be single and unmarried bef Elwood Evans Np in and for WT NS

6301

20 D 183

D Fld July 11, 1890
Dtd July 3, 1890 \$1000

Harriet Smith Peterson (formerly Harriet Smith) and John Peterson wf and husband
to

Bellingham Bay and British Columbia Railroad Company

Ep d GBSCC unto sp ha the folg land sit in C of W S of W

That pt of lot 4 in Blk 3 in the Tn of Sehome, com at a pt on Mason St 32 ft from the cor of Front St and running Wly along Mason St 50 ft; thence at rt angles in a Nly direction 60 ft; thence at rt angles in an Ely direction 50 ft; thence at rt angles to the pl of beg. Being the same prop conveyed by Betsey Jones to Harriet Smith by deed of March 24, 1862 rec in Book G on page 23 thereof of deeds of sd WC records

Cov: GW
2 wit

Harriet Smith Peterson seal
her x mark
John Peterson seal

Ackd in Wc S of W July 3, 1890 by HSP and JP (sep ex of Husband) bef C W Dorr, NP in and for S of W res New Whatcom NS

6367

20 D 184

D Fld July 14, 1890
Dtd July 11, 1890 \$5000

14 Deeds 3999

#6300

D fld July 11 1890

Dtd Aug 26 1876

\$600

William Price Jones of WC,WT

To

The Bellingham Bay Coal company a corp und the lws of the St of Calif

For d gbs and convey to sp ha all the foll descd land sit in WCWT:

Lots 3,45 & 6 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 25 in Twp 38 N R 3 E cont 154.35 a

(No Covs)

2w

Wm P Jones Seal

Ack in WCWT Aug 26 1876 by William P Jones bef Jas Power NP inf WT NS.

.....

14 Deeds 400

#6312

D fld July 11 1890

Dtd June 28 1890

\$125

M E Chesnut and M F Chesnut wf and husb of WC,Wash

To

Olaf Larsen

For d gbs and convey to sp ha foll descd prem sit in WC,Wash:

All of Lot 11 in Blck 5 in Valley park Add to New Whatcom and Bellingham as shown upon the recd plat of sd Add on file in the off of the Aud of WC,Wash ref being had to the survey of A R Campbell.

Covs: Owners in fee; f f i; GW except taxes of 1890

M E Chesnut by her attorney in fact

Seal M F Chesnut Seal

M F Chesnut Seal

2w

Ack in St of Wn, WC June 28 1890 by MEC by her Atty in fact MFC and MFC bef J M Miller NP inf sd St NS.

.....

14 Deeds 401

#6321

D fld July 11 1890

Dtd July 10 1890

\$5.00

James W Reynolds of Fairhaven WC,Wash

To

John Huntington of Tacoma, Pierce Co,Wash

1080774

FORM A-1964
IND-WO

1080774

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14 day of August, 1970,
between PAUL W. LISTON, unmarried

hereinafter called the "seller," and IVOR J. ALLSOP and BETTY J. ALLSOP, 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:

PARCEL A: All that part of Government Lots 4 and 5, in Section 25, Township 38 North, Range 3 East of W.M., lying Southerly of Whatcom County Road No. 486 and Northerly of the right of way of the Northern Pacific Railway and Westerly and Southerly of a strip of land 60 feet wide, the center line of said 60 foot strip being described as follows, to-wit: Beginning at a point on the Northerly line of Lot 18, Block 3, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, 39.57 feet Northeasterly of the Northwest corner of the said Lot 18; thence North 33° 13' 20" West, 100 feet to the Northerly

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42
61

36

AUG-14-70
+ 3 3 7 9
Ls-A Exclax S 300.00

B

AUG. 14, 70

4420811

THIS CONTRACT IS MADE THIS 14th day of August, 1970, between the undersigned parties, the grantor and the grantee, who are of legal age and of sound mind and memory, and who are duly qualified to execute this instrument.

WHEREAS the grantor has agreed to sell to the grantee the real estate described in the attached plat, and the grantee has agreed to purchase the same for the sum of thirty thousand and no/100 dollars, of which six thousand and no/100 dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THIRTY THOUSAND AND NO/100 ----- (\$ 30,000.00) Dollars, of which
SIX THOUSAND AND NO/100 ----- (\$ 6,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

\$2,400.00 per year, or more at the option of purchasers, plus interest at 9%, which payments shall be made in amounts of at least \$1,200.00, or more at the option of purchasers, plus accrued interest, semi-annually-- the first payment to be made not later than February 15, 1971; and the remaining semi-annual payments on the 15th day of each sixth month thereafter, plus interest at the aforesaid rate.

All payments to be made hereunder shall be made at 20442 2nd South, Seattle, Wash. or at such other place as the seller may direct in writing. 8-14-70
As referred to in this contract, "date of closing" shall be _____

- (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 of 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 Transamerica Title Insurance Company, 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.

B

AUG. 14, 1970

1080771

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(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.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: **Reservations hereinbefore set forth.**

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Paul W. Liston (SEAL)
[Signature] (SEAL)
Betty J. Alsop (SEAL)
_____ (SEAL)

STATE OF WASHINGTON, }
County of _____

On this day personally appeared before me **PAUL W. LISTON,**
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
he signed the same as **his** free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 14 day of August, 1970.

J. DeWald
Notary Public in and for the State of Washington
residing at Bow



 **TRANSAMERICA TITLE**
INSURANCE COMPANY OF WASHINGTON

THIS SPACE RESERVED FOR RECORDER'S USE
RECORDED
B
BELLINGHAM TITLE CO.
1970 AUG 14 PM 3:36
VCL PAGE _____
REQUEST OF
WELLA HANSEN, DIRECTOR
WHATCOM COUNTY, WASH.
DEPUTY

Filed for Record at Request of
Name _____
Address _____
City and State _____

1080771

AUG. 14, 70
L. J. Alsop
2194 Bayview
Bellingham, Wash. 400