

RECEIVED

JUL 23 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see [page 3](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
84-10498	Yes ☐	Yes ☐		Yes ☐	Yes ☐
84-10499	Yes ☐	Yes ☐		Yes ☐	Yes ☐
84-10500	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Arthur B Johnson and Martha J Johnson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Travis Timothy Allen and Rolita Louise Allen
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2811 Harmony Heights Loop Orofino ID 83544
Mailing address City State ZIP
- (715) 627-7353 tallen.acres@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 05/01/2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per undivided water right.
☐ \$100 per split water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Title, if applicable _____ Date 19 July 2021
 Signature: [Signature] Title, if applicable _____ Date 19 July 2021
 Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 7-30-21 Receipt No. N037216 Receipt Amt. 5000
7-23-21 N037198 2500
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by [Signature] Date 8-2-21

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JUL 30 2021

IDWR / NORTH

PERSONAL REPRESENTATIVE'S DEED

Ty R. Johnson, Personal Representative of the estate of Martha J. Johnson, as evidenced in Letters Testamentary filed in Clearwater County, Idaho Case No.CV18-19-197, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to Travis Timothy Allen and Rolita Louise Allen, husband and wife, whose address is N2255 Maxwell Lake Road, Antigo, WI 54409 all right, title and interest in the following described real property:

SITUATE IN THE COUNTY OF CLEARWATER, STATE OF IDAHO, to-wit:

Township 36 North, Range 2 East, Boise Meridian:
Section 12: N1/2SW1/4

SUBJECT TO: Rights of the public in and to that portion of said premises lying within Harmony Heights Road.

SUBJECT TO: All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the record of Survey recorded May 14, 2007, as instrument number 205697, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

SUBJECT TO: Title as vested is subject to further administration upon the estate of Martha J. Johnson pending in the Magistrate Division of the Clearwater District Court, Case No. CV 18-19-197.

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantee and to the Grantee's heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful

PERSONAL REPRESENTATIVE'S DEED

Instrument # 237783
CLEARWATER COUNTY, OROFINO, IDAHO
06-01-2020 13:43:51 No. of Pages: 2
Recorded for: CLEARWATER COUNTY LAND TITLE COMP
CARRIE BIRD Fee: \$15.00
Ex-Officio Recorder Deputy *Lindy Ted Baker*
Index by: DEED, PERSONAL REPRESENTATIVE
Return to Sender Electronically

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PERSONAL REPRESENTATIVE'S DEED

claims and demands whatsoever.

DATED this 30TH day of April, 2020.



TY R. JOHNSON, PERSONAL
REPRESENTATIVE OF THE ESTATE OF
MARTHA J. JOHNSON

STATE OF IDAHO)
) ss.
County of Clearwater)

On this 30TH day of April, 2020, before me, the undersigned Notary Public, personally appeared Ty R. Johnson, Personal Representative of the Estate of Martha J. Johnson, as evidenced by the Letters Testamentary filed in Clearwater County, Idaho Case No. CV18-19-197, who executed the within instrument and acknowledged to me that he executed the same on behalf of said estate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)





NOTARY PUBLIC FOR IDAHO
Commission expires: 8/01/23

PERSONAL REPRESENTATIVE'S DEED

FD. 3/5" DIA. REBAR.
NO CAP. SEE C.P.T.
172641 & C.P.T. # 172675.



NET 29.20' 2690.68'

FD. 3/5" DIA. REBAR. CAPED
MONUMENT MKD. PLS. 1157
SEE C.P.T. # 172706

NET 29.20' 2691.31'

NW1/4-NW1/4

NE1/4-NW1/4

NW1/4-NE1/4

HARMONY HEIGHTS ROAD

SW1/4-NW1/4
R.O.S. 171506

SE1/4-NW1/4

SW1/4-NE1/4

N 1/2-S 1/2

NE1/4-SW1/4

NW1/4-SE1/4

SW1/4-SW1/4

FENCE

LOG CABIN

DRIVEWAY

NET 29.20' 2690.68'

HARMONY

HEIGHTS

SW1/4-SW1/4

SE1/4-SW1/4

SW1/4-SE1/4

NET 29.20' 2690.68'
FD. 3/5" DIA. REBAR. CAPED
MONUMENT MKD. PLS. 1157
SEE C.P.T. # 172706

NET 29.20' 2691.31'

RECORD OF SURVEY

PART OF THE
 N. 1/2 - S.W. 1/4
 SECTION 12, T 36 N , R 2 E
 BOISE MERIDIAN
 COUNTY OF CLEARWATER
 STATE OF IDAHO

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY DONE BY ME OR UNDER MY
 DIRECTION IN ACCORDANCE WITH THE SURVEY RECORDING ACT AT THE
 REQUEST OF MARTY JOHNSON IN JULY OF 2006.



Terry T. Golding DATE
 TERRY T. GOLDING
 IDAHO PROFESSIONAL LAND SURVEYOR # 7379

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE 1983 IDAHO STATE PLANE
 COORDINATE SYSTEM, WEST ZONE, AND WAS DEVELOPED FROM R.T.K.-G.P.S.
 OBSERVATIONS ON BOUNDARY AND SECTION CONTROLLING CORNERS SHOWN
 HEREON. DISTANCES SHOWN HEREON ARE IN TERMS OF THE GROUND.

SURVEYORS NOTES

1) NOT ALL OF THE EXISTING IMPROVEMENTS TO THIS PROPERTY HAVE BEEN
 SHOWN.

2) IT IS THE LAND OWNERS RESPONSIBILITY TO COMPLY WITH ANY STATE AND
 LOCAL REGULATIONS GOVERNING THE DIVISION OF LAND PRIOR TO ANY
 CONVEYANCE.

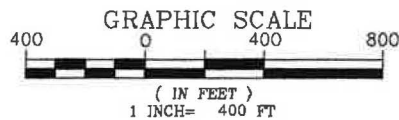
LEGEND

△ = CALCULATED POSITION ONLY, NO CORNER SET THIS SURVEY.

● = FOUND MONUMENT AS SHOWN.

○ = SET 5/8" DIA BY 24" LONG REBAR & CAP MK'D. "PLS 7379"
 UNLESS OTHERWISE STATED.

x x x x = EXISTING BARBED WIRE FENCE.



RECORDER'S CERTIFICATE

Filed and recorded at the request of _____
 at _____ o'clock, _____ M., this _____ day of _____, 20____
 By: _____

Ex-officio Auditor-Recorder
 Clearwater County, Idaho

Fee: \$ _____ Return: _____

INSTRUMENT NUMBER: _____

GOLDING
 SURVEYING & MAPPING

JN772EX

P.O. BOX 1818 • LEWISTON • IDAHO • 83501 • (208) 746-5720



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

JULY 2019 EDITION



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1 ID# 98740011-TC DATE 02/27/2020
 2 LISTING AGENCY Century 21 Price Right Office Phone # 208-799-2100 Fax #
 3 Listing Agent Tammy Carey E-Mail tcarey@21priceright.com Phone # 208-827-0714
 4 SELLING AGENCY CENTURY 21 Price Right Office Phone # 208-799-2100 Fax # 208-799-1017
 5 Selling Agent Tammy Carey E-Mail tcarey@21priceright.com Phone # 208-827-0714

7 1. BUYER: Travis T Allen & Rolita L Allen married
 8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as
 9 "PROPERTY" COMMONLY KNOWN AS 2811 Harmony Hts Loop
 10 City Orofino County Clearwater ID, Zip 83544 legally described as:
 11 Township 36 North, Range 2 EBM, SEC 12, N1/2, SW 1/4
 12 OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

14 2. \$ 550,000.00 PURCHASE PRICE: Five Hundred Fifty Thousand DOLLARS,
 15 payable upon the following TERMS AND CONDITIONS (not including closing costs):

16 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

18 3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

20 (A), \$ 10,000.00 EARNEST MONEY: Ten Thousand DOLLARS
 21 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
☐ Cash	☐ Responsible Broker	☐ With Offer	☒ Upon Receipt and Acceptance
☐ Personal Check	☒ Closing Company	☒ Within <u>7</u> business days (three [3] if left blank) of acceptance.	☐ Upon Receipt Regardless of Acceptance
☐ Cashier's Check	☐ See Section 4	☐ See Section 4	☐ See Section 4
☐ Wire Transfer			
☒ Note			
☐ See Section 4			

23 THE RESPONSIBLE BROKER SHALL BE:

Wendy Price

24 Tina Ro *Loan type: 30 year fixed conventional loan
 25 (B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH
 26 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
 27 within business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or
 28 proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

30 (C) Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank)

32 (D). \$ 0.00 NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is
 33 contingent upon BUYER obtaining the following financing:

34 FIRST LOAN OF \$ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ HFA, ☐ RURAL
 35 DEVELOPMENT, ☐ OTHER with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other
 36 In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
 37 SECOND LOAN OF \$ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ HFA, ☐ RURAL DEVELOPMENT, ☐ OTHER
 38 with interest not to exceed % for a period of year(s) at: ☐ Fixed Rate ☐ Other

39 LOAN APPLICATION: BUYER ☒ has applied OR ☐ shall apply for such loan(s). Within business days (ten [10] if left blank) of final acceptance
 40 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt
 41 ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject
 42 only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than
 43 PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce
 44 the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt
 45 thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all
 46 other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

48 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
 49 purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

51 BUYER'S Initials TJA RLA Date 2/29/20

SELLER'S Initials W P Date 03/05/20

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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This form was prepared by Tammy Carey | CENTURY 21 Price Right | tcarey@21priceright.com | 208-827-0714

InstantForm.com



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 02, 2021

TRAVIS TIMOTHY ALLEN
ROLITA LOUISE ALLEN
2811 HARMONY HEIGHTS LOOP
OROFINO ID 83544-6164

Re: Change in Ownership for Water Right No(s): 84-10498, 84-10499, & 84-10500

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact the Northern Region Office at (208) 762-2800.

Sincerely,

A handwritten signature in blue ink that reads "Tammy Alleman".

Tammy Alleman
Administrative Assistant 1

Enclosure(s)