



IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763

Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

May 08, 2023

MICHAEL F ALLEN
CONNIE E ALLEN
328 E AUGUSTA AVE
SPOKANE WA 99207-2411

RE: Water Right Change in Ownership No(s): 95-13670

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

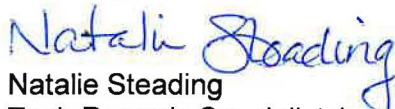
The Notice cannot be processed at this time because the conveyance documents are unacceptable for filing. Per item number seven in the instructions, Purchase & Sale Agreements are not considered conveyance documents, and a quitclaim deed must match the name of the current water right holder on file. If the quitclaim deed does not match the current water right holder on file, a chain of title going back to the water right holder is required. **All deeds must be signed and notarized.**

Because the Department cannot process the Notice without proper documentation, we will hold any action pending receipt of the necessary information for 30 days. If we do not receive the necessary information within 30 days of the date of this letter, we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)

**REAL ESTATE PURCHASE & SALE AGREEMENT WITH EARNEST MONEY PROVISION
THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF REAL PROPERTY
THIS IS A LEGAL AND BINDING DOCUMENT**

(Please read carefully before signing)

Date May 11, 2022

Received from Michael Francis Allen and Connie Elizabeth Allen (Purchasers), the sum of One and NO/Dollar, (\$1.00), in the form of: cash, which has been tendered directly to Seller as earnest money. This Agreement covers the following described real estate which Purchaser agrees to buy and Kathleen Allen, Successor Trustee of the Allen Family Trust under Trust Agreement dated the 1st day of January, 2004, (Seller) agrees to sell, located in Kootenai County, State of Idaho, commonly known as 20788 S. West Point Rd., Worley, ID 83876 and legally described as follows:

**Tract Seven (7) of WEST-POINT TRACTS, Kootenai County, Idaho,
according to the Plat as recorded in Book D of plats on page 102, records of
Kootenai County, Idaho.**

Situated in WEST-POINT Tracts, County of Kootenai, State of ID

referred to below as the "Property."

- 1. PURCHASE PRICE: Three Hundred Ninety-One Thousand Seven Hundred and NO/Dollars (\$391,700.00), payable in cash at closing.**
- 2. PURCHASER'S REPRESENTATION:** Purchaser represents that Purchaser has sufficient funds available to close this sale according to this Agreement, and is not relying on any contingent source of funds unless expressly stated in this Agreement.
- 3. CONTINGENCIES:** None.
- 4. TITLE:** Omitted. Parties desire to close without title insurance.
- 6. TITLE INSURANCE:** Omitted. Parties desire to close without title insurance.
- 7. CONVEYANCE:** Conveyance of fee title, title shall be conveyed by Quit Claim Deed.
- 8. SELLER'S STATEMENT REGARDING PROPERTY:** Omitted.
- 9. RADON GAS AND LEAD BASED PAINT:** Omitted.
- 10. PURCHASER'S INVESTIGATION/INSPECTION:** Omitted.
- 11. LIMITED WARRANTY PLAN:** Omitted
- 12. CLOSING AND POSSESSION:** Omitted.
- 13. CLOSING COSTS AND PRORATION:** Omitted.

14. **MATERIAL ALTERATION AND CASUALTY LOSSES:** Seller shall maintain the Property in its present condition until Purchaser is entitled to possession. If improvements on the Property are destroyed or materially damaged by fire or other accidental casualty prior to closing, or if Seller permits material adverse changes to occur in the Property for other reasons prior to change of possession, then Purchaser may elect to terminate this Agreement and the earnest money shall be refunded to Purchaser.

15. **ASSIGNMENT:** Omitted.

16. **DEFAULT/TERMINATION:** Omitted.

17. **ATTORNEY DISCLOSURE:** Hogan Law Grp has been requested to act as Attorney Closing Agent and to prepare this Agreement and a deed for recording. Joe Hogan is to be neutral and objective as possible in representing both parties to the transaction. This situation, the representation by a single lawyer of a seller and buyer to a transaction, necessitates acknowledgment and consent by the parties to have Joe Hogan draft the documentation for the transaction contemplated by them.

Ethical rules for attorneys prohibit a lawyer from representing a client if the representation of that client may be materially limited by the lawyer's responsibility to another client unless:

- a) The lawyer reasonably believes the representation will not be adversely affected; and
- b) The client consents in writing; and
- c) The client acknowledges a full disclosure of material facts and an explanation of the implications of common representation and the advantages and risks involved.

JOE HOGAN does not believe that in this real estate transaction his representation will adversely affect the parties. However, because of the potential for conflict between the parties, the parties may wish to seek independent legal counsel of their own choosing before signing this Agreement. With a full understanding of the right that each of you has to independent counsel, and the advantages that such counsel would provide, each of you has asked me to represent you in connection with this real estate Agreement.

EACH OF THE UNDERSIGNED HAS READ THIS ENTIRE AGREEMENT
AND AGREES TO BE BOUND BY ITS TERMS.

 5/11/22
Purchaser Date

 5-11-2022
Purchaser Date

18. **ACCEPTANCE OR COUNTEROFFER:**

A. **ACCEPTANCE:** Seller agrees to sell the Property on the terms and conditions specified herein. Seller acknowledges receipt of a copy of this Agreement signed by both parties.

Seller Date

QUIT CLAIM DEED

KATHLEEN M. ALLEN (FORMERLY KNOWN AS KATHLEEN M. O'CONNOR), SUCCESSOR TRUSTEE OF THE ALLEN FAMILY TRUST UNDER TRUST AGREEMENT DATED THE 1ST DAY OF JANUARY, 2004, the Grantor, whose current address is 10705 N Fairview Rd., Spokane, WA 99217, for valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **MICHAEL FRANCIS ALLEN AND CONNIE ELIZABETH ALLEN, HUSBAND AND WIFE**, the Grantees, whose current address is 328 E. Augusta, Spokane, WA 99207, the following described premises, situated in WEST-POINT Tracts, County of Kootenai, State of Idaho, and more practically described as follows:

Tract Seven (7) of WEST-POINT TRACTS, Kootenai County, Idaho, according to the Plat as recorded in Book D of plats on page 102, records of Kootenai County, Idaho.

SUBJECT TO easements and restrictions of record and to the further covenant that this property shall be used for residence purposes only and no commercial buildings shall be placed on this property or commercial enterprises conducted thereon.

SUBJECT TO a roadway beginning at the South-westerly corner of Tract Seven (7) and extending North-easterly across Tract seven (7), to a point 30 feet Easterly from the North-westerly corner of Tract seven (7), connecting at that point with proposed lower access road as disclosed by plat recorded in Book D of plats Page 102, Kootenai County, Idaho.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances thereto, unto the said Grantees, their heirs and assigns forever.

DATED this _____ day of _____, 2022.

GRANTOR:

Allen Family Trust under Trust Agreement
dated the 1st day of January, 2004

BY: KATHLEEN M. ALLEN (O'CONNOR)
SUCCESSOR TRUSTEE

STATE OF _____)
) ss.
County of _____)

On this day personally appeared before me Kathleen M. Allen, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed as the Successor Trustee for the Allen Family Trust under Trust Agreement dated the 1st day of January, 2004 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of May 2022.

Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

Read and Approved:


Michael Francis Allen

Connie Elizabeth Allen