



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](mailto:northerninfo@idwr.idaho.gov) • Web: [idwr.idaho.gov](http://idwr.idaho.gov)

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**Governor Brad Little**

**Director Mathew Weaver**

October 22, 2024

VALENCIA WETLAND MANAGEMENT LLC  
PO BOX 1449  
PRIEST RIVER ID 83856

RE: Rejected Ownership change of Clark Fork-Pend Oreille River Basin Adjudication (CFPRBA)  
Water Right Claim No. 97-7440

Dear Claimant:

The Department of Water Resources has received your Notice of Change in Water Right Ownership for the Clark Fork-Pend Oreille River Basin Adjudication (CFPRBA) Water Right Claim referenced above. We are unable to make the requested ownership change of this claim for the following reason(s):

We cannot accept a Real Estate Purchase Agreement as a conveyance document. That is a preliminary document stating terms and conditions for the purchase of property and does not confirm that the property has been conveyed. A copy of the recorded, signed, and notarized Warranty Deed or Quit Claim Deed works best for this purpose. Please provide the additional conveyance documentation to prove the chain of ownership to our office at the address listed above.

I'm sorry for any inconvenience this may have caused you. If you have any questions, please feel free to call me at 208-762-2800.

Thank you,

Dawn R. Lenon  
Technical Records Specialist 1  
Northern Region

Enclosure: Original Change in Water Right Ownership 97-7440

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 17 2024

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 #7 of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 97-7440               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Donna Collier  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Valencia Wetland Management LLC  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

P.O. Box 1449 Priest River ID 83856  
Mailing address City State Zip  
208-610-0251 valenciawetland@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: 11/19/2004

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐  
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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):  
o \$25 per *undivided* water right.  
o \$100 per *split* water right.  
o 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: Donna Collier Owner/Manager 10/14/24  
Signature of new owner/claimant Title, if applicable Date  
Donna Collier  
Print name

Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date  
\_\_\_\_\_  
Print name

Received by N/A Date N/A For IDWR Office Use Only: Receipt No. N/A Receipt Amt. N/A  
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 \_\_\_\_\_ Date \_\_\_\_\_

775673

## REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice)

**1. PARTIES:**

- A. Seller: VWB LLC, a Washington limited liability company.
- B. Purchaser: Valencia Wetlands Management LLC, a Washington limited liability company.

**2. PROPERTY:**

- A. Tax Parcel Number(s): RP R00000194801 A, RP R00000302405 A, RP 56N04W303000 A
- B. Legal Description: See attached Exhibit "A".
- C. Street Address: Highway 2, Priest River, Idaho
- D. Included Items: All structures and improvements existing on the property as of the date of this agreement.

**3. PURCHASE PRICE:** TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$250,000.00), with ZERO DOLLARS and 00/100 (\$0.00) paid at closing. The balance to be paid according to the financing terms shown below.

**4. FINANCING:** Purchase price to be paid from purchaser's 50% profit distributions generated by business activities of that joint Venture Agreement between VWB LLC and Valencia Wetlands Management LLC, as follows:

FIFTY PERCENT (50%) of Purchaser's distributions are to be applied first to reimbursement of expenses paid by VWB LLC, on behalf of the Joint Venture Partnership. Any portion of that FIFTY PERCENT (50%) in excess of amounts needed to reimburse VWB for expenses will be applied as a principle payment against the purchase price. This formula will be used until the entire purchase price has been paid in full.

This Sale Contract will carry a ZERO PERCENT (0%) interest rate.

**5. JOINT VENTURE PARTNERSHIP:** Purchaser and Seller agree that this is strictly a sale of the real property, as per the Joint Venture Agreement, and all other terms of the Joint Venture Agreement remain unchanged.

conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the property. An Owner's Policy of Title Insurance in the amount of purchase price may be submitted with cost to be borne by Seller.

**7. PROPERTY STATUS:** Purchaser acknowledges that the property is occupied by a certified wetlands mitigation bank, and is in an unfinished construction/reclamation condition, and has also been placed into a conservation easement for perpetuity, and the property must be maintained as outlined in both governing documents. Purchaser agrees that they have inspected the property, and are buying "as is", and are waiving any and all inspections.

**8. PRORATIONS:** There will be no prorations at closing, as the Joint Venture Partnership is responsible for all property taxes, utilities, surcharges, liens, and any other costs that are tied to the property, as long as the wetlands mitigation bank is active. Upon sale of all allowable mitigation credits, the bank will discontinue operations, and the Purchaser will then be solely responsible for all property expenses not covered in the conservation easement. Should the Purchaser build on the 10-acre homesite, they agree to assume responsibility for any expenses of constructing and maintaining that property, including property taxes, liens, surcharges, utilities, and any other costs that might be associated with that site.

**9. CLOSING/POSSESSION:** Closing shall take place as soon as possible, but no later than June 30, 2009. Possession shall take place at the time of closing, unless otherwise agreed upon between the Seller and Purchaser. Seller and Purchaser agree that if early possession is given, and the sale does not close for any reason whatsoever, any improvements done, or hired done, by the Purchaser, will remain a part of the property without any obligation on the Seller's part.

**10. DEFAULT:** At closing, Purchaser will personally execute a Promissory Note and Deed of Trust. Seller shall have recourse against the collateral through foreclosure, but have no recourse against the Purchaser personally unless fraud is present.

**11. GENERAL PROVISIONS:**

**A. PARTIES:** Seller agrees to sell and Purchaser agrees to purchase the identified Property. Seller represents that Seller is the owner of or has full right and authority to sell the Property. Purchaser may assign his/her/their rights to an intermediary for purposes of completing this transaction as part of an IRC, Section 1031 tax deferred exchange, and all parties will reasonably cooperate so long as no additional cost is incurred by Seller. Otherwise, unless this Agreement states Purchaser is acting as a

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Thence North 00°20'00" East 271.05 feet to the true point of beginning.

AND that portion of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, described as follows:

assigned by Purchaser without Seller's prior written consent, which consent shall not be unreasonably withheld.

**B. SELLER TO MAINTAIN PROPERTY:** Seller shall make reasonable efforts to maintain the Property in its condition as of the date of acceptance of this offer by Seller as described in Seller's contingencies above and until Purchaser is entitled to Possession.

**C. RISK OF LOSS:** If improvements on the Property are destroyed or materially damaged by accidental fire or other accidental casualty prior to Closing, and if Closing has not occurred, then Purchaser may elect to terminate this Agreement and the earnest money shall be refunded to Purchaser.

**12. NOTICES:** Notice must be given in writing. Notices to Seller must be signed by Purchaser(s) and shall be deemed to be given when actually received by Seller. Notices to Purchaser must be signed by Seller's authorized designee and shall be deemed to be given when received by at least one Purchaser. Both parties must keep each other advised of their mailing address for the receipt of mail via U.S. Postal Service.

**13. INTEGRATION:** This Agreement represents the final integrated contract of the parties and supersedes any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussion, statements, representation or agreements, with the exception of the Joint Venture Agreement between VWB LLC and Valencia Wetlands Management LLC..

**14. TIME IS OF THE ESSENCE:** Time is of the essence as to all terms and conditions of this Agreement.

**15. ATTORNEY'S FEES:** If Purchaser, Seller involved in this transaction is involved in any dispute relating to any aspect of this transaction or this Agreement, each prevailing party shall recover their reasonable attorney's fees. This provision shall survive Closing.

**PURCHASER AND SELLER UNDERSTAND THAT THIS IS A LEGALLY BINDING DOCUMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY. BOTH PARTIES AGREE THAT THIS DOCUMENT HAS BEEN PREPARED IN COOPERATION BETWEEN BOTH PARTIES. BOTH PARTIES UNDERSTAND THAT THEY HAVE A RIGHT TO HAVE THIS**

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Thence North 00°20'00" East 271.05 feet to the true point of beginning.

AND that portion of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, described as follows:

THE OWN CHOICE AND AT THEIR OWN EXPENSE.

BOTH PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE  
OBTAINED SUCH LEGAL ADVISE AS THEY DEEM NECESSARY AND  
PRUDENT PRIOR TO SIGNING THIS DOCUMENT.

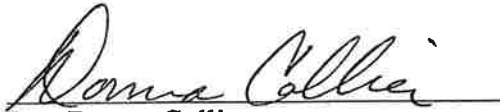
EXECUTED this 15<sup>th</sup> day of June, 2009.

Purchaser:

Seller:

VALENCIA WETLANDS  
MANAGEMENT LLC

VWB LLC



By: Donna Collier  
Title: Manager



By: Michael A. Kirk  
Title: Manager

Address: P. O. Box 1499  
Priest River, ID 83856

Address: 200 N. Mullan Rd., Suite 217  
Spokane Valley, WA 99206

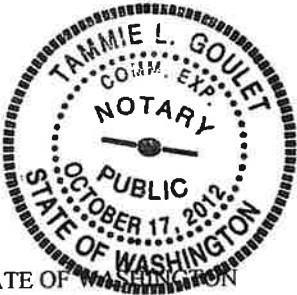
STATE OF WASHINGTON,

County of PENDORELLE

ss. (INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that DONNA COLLIER  
is/are the person(s) who appeared before me, and said person acknowledged that  
he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and  
purposes mentioned in the instrument.

Dated this 11 day of JUNE, 2009.



STATE OF WASHINGTON

TAMMIE GOULET  
Print Name Tammie Goulet  
Notary Public in and for the State of WA  
My appointment expires: 10.17.2012

Thence North 00°20'00" East 271.05 feet to the true point of beginning.

AND that portion of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho.  
described as follows

County of Spokane

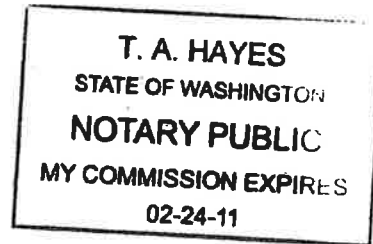
SS.

(CORPORATE ACKNOWLEDGEMENT)

On this 1<sup>st</sup> day of July, 2009 personally appeared before me, Michael A Kirk, Manager  
corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and  
voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he  
authorized to execute said instrument.

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

T. A. Hayes  
Print Name T. A. Hayes  
Notary Public in and for the State of Wt  
My appointment expires: 2/24/2011



Thence North 00°20'00" East 271.05 feet to the true point of beginning.

AND that portion of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho,  
described as follows:

## Exhibit "A"

Those portions of Section 19, in Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

The East half of the Southwest quarter, those portions of the Southwest quarter of the Southeast quarter, and the South 25 rods of the Northwest quarter of the Southeast quarter lying Southerly and Westerly of the county road right of way also known as the Settlement Road;

That part of Government Lot 4 lying East of the Coolin Road right of way and North of the right of way of U.S. Highway No. 2;

Government Lot 3 and that part of the Southeast quarter of the Northwest quarter lying South of the county road right of way, known as the Settlement Road, and East of the East Branch Road S-280 (1) Survey;

LESS the East Branch Road as shown in the S-280 (1) Road Survey on file in the office of the Department of Highways of the State of Idaho, filed August 11, 1951 in Book 82 of Deeds, Page 148, records of Bonner County, Idaho;

EXCEPT a tract described as follows:

A parcel of land in Government Lots 3 and 4 of Section 19, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at a 1 1/4 inch pipe marking the West quarter corner of said Section 19, from which a 5/8 inch rebar marked RLS 922, marking the Northwest corner of said Section 19 bears North 00° 32'51" East 2666.40 feet;

Thence South 02° 19'35" East 925.44 feet to a point which lies on the East right of way line of East Branch Road (County Road No. 280(1), said point being the true point of beginning;

Thence departing said right of way line South 89° 16'34" East 914.49 feet;

Thence South 00° 43'26" West 816.43 feet;

Thence North 89° 16'34" West 112.45 feet;

Thence South 45° 26'29" West 70.82 feet;

Thence South 26° 20'33" West 168.30 feet;

Thence South 00° 26'00" West 556.77 feet, more or less, to a point which lies on the North right of way line of U.S. Highway 2;

Thence along the North right of way line of U.S. Highway No. 2, to a point which represents the intersection of the North right of way line of U.S. Highway No. 2 and the Easterly right of way line of East Branch Road, said point bears North 87° 56'01" West 71.15 feet, more or less, from the previously described point;

Thence leaving said North right of way line of U.S. Highway No. 2 and along the East right of way line of East Branch Road, North 23° 27'11" West 553.56 feet;

Thence continuing along said right of way line and along the arc of a 2905.00 foot radius curve lying concave Southwesterly an arc distance of 334.01 feet through a central angle of 06° 35'16";

Thence along said right of way line North 30° 02'27" West 326.56 feet;

Thence continuing along said right of way line and along the arc of a 437.40 foot radius curve which lies concave Northeasterly an arc distance of 231.88 feet through a central angle of 30° 22'27";

Thence North 00°20'00" East 271.05 feet to the true point of beginning.

AND that portion of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, described as follows:

All that portion of the Northwest quarter of the Northeast quarter and Northeast quarter of the Northwest quarter, lying Northerly of the U.S. Highway No. 2 right of way line being described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 30, Township 56 North, Range 4 West, Boise Meridian;

## Exhibit "A" Con't

Thence leaving said parallel line, South 48° 41'47" East 165.06 feet to a point in the Northeasterly right of way line of existing U.S. Highway No. 2, which point bears North 42° 42'30" East 80.85 feet from Station 397+25.5 of said Highway Survey;

Thence Southeasterly along said existing U.S. Highway 2 right of way line 940.0 feet, more or less, to a point in the South line of the Northwest quarter of the Northeast quarter of said Section 30.

AND that portion of Lot 5, Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, situated North and East of State Highway #2, in Bonner County, State of Idaho.

AND that portion of Government Lots 8 and 9 and the Northeast quarter of the Northeast quarter of Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, lying Northeast of the Burlington Northern (Great Northern) Railway right of way and lying South and West of the following described line:

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of Said Section 30;

Thence South 0° 44'28" West along the West line of the Northeast quarter of the Northeast quarter a distance of 258.82 feet;

Thence South 37° 19'44" East a distance of 936.45 feet;

Thence North 87° 42'15" West to the West line of the Northeast quarter of the Northeast quarter of said Section 30 to the beginning point of the herein described line;

Thence South 87° 42'15" East to the Northwest corner of the State of Idaho Borrow Pit property;

Thence South 3° 20'42" West a distance of 120.30 feet, (records South 3° 08'45" West 119.88 feet);

Thence South 47° 22'02" East a distance of 170.86 feet, (record South 47° 09'45" East 171.26 feet);

Thence South 16° 29'02" East a distance of 108.06 feet, (record South 16° 25'45" East 108.10 feet);

Thence South 4° 51'41" West a distance of 403.28 feet, (record South 4° 51' East, 403.28 feet).

Said point being the Southwest corner of the State of Idaho Borrow Pit Property said corner also being the most Northerly corner of the access road to the Borrow Pit;

Thence Southwesterly along the Northwest right of way line of access road right of way to its intersection with the North right of way line of U.S. Highway No. 2;

Thence continuing along an extension of said access road right of way to the North right of way line of the Burlington Northern Railroad right of way;

LESS any portion thereof lying within U.S. Highway No. 2 right of way.

Excepting therefrom a tract in Section 30, Township 56 North, Range 4 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at the Easterly reference monument for the Northwest corner of said Section 30 which is a 2-1/2 inch diameter brass cap marked RLS 922 that lies on the North line of Section 30 and bears South 89°00'31" East 853.64 feet distant from said Section corner;

Thence South 66°54'55" East 726.87 feet to a point of intersection of the West line of the Northeast quarter of the Northwest quarter of said Section 30 and the South right-of-way line of U. S. Highway 2, said point marks the true point of beginning of Annexation Parcel B, hereinafter described:

Thence along said right-of-way line and along the arc of an 1860.00 foot radius curve which lies concave Southwesterly an arc distance of 274.93 feet through a central angle of 08°26'57" and whose chord bears South 51°51'20" East 274.68 feet to a point of tangency;

Thence along said right-of-way in generally a Southeasterly direction the following 4 courses:

1. South 47°37'16" East 352.54 feet
2. South 41°20'39" East 228.66 feet

## Exhibit "A" Con't

Thence along said right-of-way line North  $60^{\circ}23'51''$  West 183.48 feet to a point of curvature;

Thence continuing along said right-of-way line and along the arc of a 2914.93 foot radius curve which lies concave Southwesterly an arc distance of 1095.02 feet through a central angle of  $21^{\circ}23'25''$  to a point of intersection with the East line of Government Lot 5 of said Section 30;

Thence departing the Northerly right-of-way line of the Great Northern Railroad and along the East line of Government Lot 5 North  $00^{\circ}43'56''$  West 720.21 feet to the true point of beginning.