

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 14 2021

Notice of Change in Water Right Ownership IDWR/NORTH

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
81-7003A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: STEVEN R. PFAFF / NORMA L. PATTERSON
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): BRET E. & JENNIFER J. HOPKINS
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 822 ILWACO WA 98624
Mailing address City State ZIP
- 360-244-2318 HOPPY 97365@YAHOO.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: 5/3/2021
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] 6/10/21
Signature of new owner/claimant Title, if applicable Date
- Signature: Jennifer J. Hopkins 6/10/21
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by NS Date 6-14-21 Receipt No. N037071 Receipt Amt. \$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 NS Date 6.29.21

ATT. 2A

Page _____ of _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 81-7003A

Current Owner: STEVEN R PFAFF
NORMA L PATTERSON

Priority Date: 4/7/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source

MIDDLE FORK CLEARWATER RIVER

Tributary

CLEARWATER RIVER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

03/15 to 11/15

0.05 CFS

15 AF

Total Diversion

0.05 CFS

15 AF

Location of Point(s) of Diversion

MIDDLE FORK CLEARWATER RIVER

L5(SW1/4NW1/4SW1/4)

Sec. 2, Twp 32N, Rge 05E B.M.

IDAHO County

Place of Use

IRRIGATION Within IDAHO County

T32N R05E S2 Lot 5 NWSW 5.00

Total Acres: 5

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 5/18/2005

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this 12 day of October, 2001, by and between D. LIVONA ENGLE, of HCR 75, Box 111, Kooskia, Idaho 83539, hereinafter referred to as "ENGLE"; and JAMES H. MAY and RUTH ROARK MAY, husband and wife, of HCR 75, Box 32, Kooskia, Idaho 83539, hereinafter referred to as "MAYS".

RECITALS

WHEREAS, the parties own adjacent real estate as follows:

1. ENGLE PROPERTY: See attached Exhibit "A".
2. MAYS PROPERTY: See attached Exhibit "B"; and

WHEREAS, ENGLE desires to grant to the MAYS an easement for the use of the pumphouse, pump and water line presently located on their property, in order to allow the MAYS to irrigate the Looking Glass Ranch Property (Exhibit "B"), as has been done for the past several years.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein, the parties hereto agree as follows:

1. ENGLE hereby grants to the MAYS an appurtenant easement over and on the ENGLE property (Exhibit "A"), for the purpose of allowing the pumphouse, pump and pipeline to be used and to be maintained in their present location. All maintenance shall be done at the expense of the MAYS.

This easement is an appurtenance easement that shall run with the land and shall be a benefit to the dominant estate (Exhibit "B") and a burden on the servient estate (Exhibit "A").

DATED this 12 day of October, 2001.

435784

WATER AGREEMENT

THIS AGREEMENT, made and entered into on this 10th day of June, 2004, and between, Estate of D. LIVONA ENGLE, of P.O. Box 125, Kamiah, Idaho 83536, hereinafter referred to as ENGLE, and STEVEN R. PFAFF, a single person, and NORMA L. PATTERSON, a single person, of 442 N. Gold Creek Loop, Hamilton, MT 59840, hereinafter referred to as PFAFF/PATTERSON.

RECITALS

WHEREAS, it is the intent of the parties to this agreement to set forth the relationship of the parties with reference to certain irrigation facilities which jointly serve the parties' property described below; and,

WHEREAS, ENGLE is the owners of a certain parcel of property described in Exhibit "A" attached hereto and hereby incorporated by this reference; and,

WHEREAS, PFAFF/PATTERSON are owners of a certain parcel of real property described in Exhibit "B" attached hereto and hereby incorporated by this reference, located in Idaho County, Idaho; and,

WHEREAS, the ENGLE property is served by a certain existing underground water line, power pole and power line which are located on or cross the property of PFAFF/PATTERSON to an existing irrigation pipe and pump located on the Middlefork of the Clearwater River as depicted in Exhibit "C" attached hereto and hereby incorporated by this reference; and,

WHEREAS, the parties agree to jointly use the above depicted irrigation pump to provide irrigation water to their respective properties and PFAFF/PATTERSON has agreed to grant to ENGLE an easement for the existing power line, power pole and water lines depicted in Exhibit "C" and to provide an alternative easement for power line, power pole and water lines in the event the existing facilities fail and are required to be restored.

WHEREAS, the parties wish to place their agreement in writing.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The parties in consideration of the mutual covenants herein contained agree to equally share the cost of operating the existing irrigation pump

WATER AGREEMENT

1

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at	1:55 P.m. on 6-11-04
ROSE E. GEHRING	
By	2807 pm Recorder
Fees \$	21.00 Deputy

435784
3 their respective properties. The parties agree to share the irrigation water
4 produced by said pump and shall execute all necessary documents to modify the
5 existing water right to provide for said joint use. The cost of electrical power
6 used by said irrigation pump shall be shared proportionately with the parties'
7 respective use.

8 2. PFAFF/PATTERSON does hereby grant to ENGLE an easement and right of
9 ingress and egress across the property of PFAFF/PATTERSON described above to
10 maintain, operate and repair the existing water line, power line, and power pole
11 depicted on Exhibit "C" attached hereto and hereby incorporated by this reference.
12 In the event of failure of any portion of the water line, power line, and power
13 pole, described above which require excavation of the easement, ENGLE agrees to
14 relocate said facilities to a different location on the South 15 feet of the
15 property of PFAFF/PATTERSON described herein. PFAFF/PATTERSON hereby grant ENGLE
16 its heirs and assigns a 15 foot easement for water line, power line, and power
17 pole over and across the South 15 feet of their above described for relocation of
18 said facilities in the event of failure of the original facilities.
19 PFAFF/PATTERSON does hereby grant such easements for the benefit of the property
20 of ENGLE, its successors and assigns forever. The parties agree that the easement
21 for the power pole shall be only used to provide power for irrigation purposes.

22 3. This agreement shall be binding upon the heirs and assigns of all
23 parties hereto and the covenants and conditions set forth herein shall run with
24 the land described herein and are assignable to subsequent owners of Lot 4,
25 described herein

26 4. In the event that any of the parties breach this agreement or default in
27 his, her, or their performance hereof or thereof, they agree to pay to the other
28 party any costs and expenses of collection in suit or damages incurred by the
other parties in the enforcement of the terms, covenants and provisions of such
agreement, including reasonable attorney's fees and costs.

435-784

Donna R Johnson, Personal Representative
ESTATE OF D. LIVONA ENGLE
By: Donna Johnson
Personal Representative

Steven R. Pfaff
STEVEN R. PFAFF

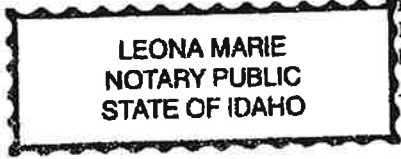
Norma L. Patterson
NORMA L. PATTERSON

STATE OF IDAHO)
County of IDAHO) ss.

On this 11th day of June, 2004, before me,
LEONA MARIE a Notary for the said County and State,
personally appeared DONNA JOHNSON, personal representative for the Estate of D.
LIVONA ENGLE, known or identified to me to be the person whose name is subscribed
to the within instrument, and she acknowledged to me that she freely executed the
same.

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

(NOTARY SEAL)



Leona Marie
Notary Public for State of Idaho,
Residing at Shangerville, therein.
My commission expires on 01 April, 2009.

STATE OF IDAHO)
County of IDAHO) ss.

On this 10th day of June, 2004, before me,
LEONA MARIE a Notary for the said County and State, personally
appeared STEVEN R. PFAFF, a single person, known or identified to me to be the
person whose name is subscribed to the within instrument, and he acknowledged to
me that he freely executed the same.

WATER AGREEMENT

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For value received, LORA E. PRITCHARD, as Trustee of the PRITCHARD FAMILY REVOCABLE TRUST, under declaration of trust dated April 5, 2012, ("Grantors"), do hereby grant, bargain, sell and convey to BRET E. HOPKINS and JENNIFER J. HOPKINS, husband and wife, ("Grantees"), whose mailing address is: PO Box 822, Ilwaco, WA 98624, and Grantees' heirs, successors and assigns forever, the following described real property situate in Idaho County, State of Idaho, ("subject premises"):

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho
Section 2: A parcel of land located in Government Lot 5 and in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 2, marked by an aluminum monument established by the Bureau of Land Management, and also the True Point of Beginning;

thence S 01°03'41" W along the Easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 661.13 feet to the Center South Northwest 1/64 corner marked by an aluminum monument established by the Bureau of Land Management;

thence S 00°52'34" W continuing along the Easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 276.87 feet;

thence S 32°09'46" W, 1365.44 feet (formerly S 32°27' W, 1358 feet), to the Northerly right of way boundary of U.S. Highway 12;

thence N 59°04'31" W along said right of way boundary, 316.47 feet;

thence N 27°43'21" E, 2181.53 feet to the True Point of Beginning.

Sometimes known as Assessor's Tax No. 124.

SUBJECT TO taxes and assessments for the current year, and all subsequent years, together with any and all existing easements, rights-of-way, reservations, covenants, restrictions and encumbrances of record, and the following matters:

1. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason of any Indian treaty or aboriginal rights, or by reason of any portion of the subject premises being situated within the reputed reservation of the Nez Perce Tribe of Indians.

2. Scenic Easement as set forth in Judgment on declaration of Taking and Order for Delivery of Possession, including the terms and provisions thereof, by and between UNITED STATES OF AMERICA, Plaintiff, vs. D. LIVONA ENGLE, as her sole and separate property, et al., Defendants, United States District Court for the District of Idaho, Civil No. 78-3025, recorded May 8, 1978, under Instrument No. 273424, records of Idaho County, Idaho.

3. Matters as shown in Survey No. S-378, including, but not limited to fence encroachment, recorded September 20, 1985, under Instrument No. 322500, records of Idaho County, Idaho.

4. Easement Agreement, including the terms and provisions thereof, by and between D. LIVONA ENGLE and JAMES H. MAY and RUTH ROARK MAY, husband and wife, recorded October 25, 2001, under Instrument No. 419386, records of Idaho County, Idaho.

5. Water Agreement, including the terms and provisions thereof, by and between ESTATE OF D. LIVONA ENGLE and STEVEN R. PFAFF, a single person and NORMAL. PATTERSON, a single person, recorded June 11, 2004, under Instrument No. 435784, records of Idaho County, Idaho.

6. Terms and provisions as contained in Quitclaim Deed, by and between IDAHO TRANSPORTATION DEPARTMENT, acting by and through the IDAHO TRANSPORTATION BOARD, Grantor and STEVEN R. PFAFF and NORMA L. PFAFF, husband and wife, Grantees, recorded June 27, 2005, under Instrument No. 442295, records of Idaho County, Idaho.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantees only as follows: that Grantor has not previously conveyed the same estate, or any portion thereof or interest therein, to any other person; that the real property is free from all encumbrances created by Grantor or those claiming through Grantor, excepting those as may be herein set forth, and excepting those of record; and that subject to the foregoing limitations, Grantor will warrant and defend the same from all lawful claims.

Except as otherwise expressly provided in this instrument, Grantor hereby declares pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event Grantor shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the subject premises, or any portion thereof, for any purpose, with or without the knowledge of Grantor, it was not the intent of Grantor, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

DATED this 30 day of April, 2021.

Lora E Pritchard Trustee
LORA E. PRITCHARD
Trustee

State of _____)
: ss.
County of _____)

This record was acknowledged before me on _____, 2021, by LORA E. PRITCHARD, as Trustee of the PRITCHARD FAMILY REVOCABLE TRUST, under declaration of trust dated April 5, 2012.

Notary Certificate Attached

R.M.M.

Signature of notary public

My commission expires: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California All-Purpose Acknowledgement

State of California }
County of Sonoma } ss.

On April 30, 2021 before me Rose Marie Mata Notary Public

personally appeared Lora E. Pritchard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rose Marie Mata (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of the Attached Document:

Title of Type of Document: Special Warranty Deed

Document Date: April 30, 2021 Number of Pages: 3

Signer(s) Other Than Named Above: _____

From: Ben Stowell bstowell@idahocounty.org
Subject: Address
Date: May 17, 2021 at 12:27:59 PM
To: Bret Hopkins hoppy97365@yahoo.com

Bret,

The address requested for parcel RP32N05E023601A is 6855 HIGHWAY 12

If you have any more questions please let me know.

Benjamin Stowell, GIS Technician
bstowell@idahocounty.org
Office: 208.983.2748
Cell: 208.935.8368



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

June 29, 2021

BRET E HOPKINS
JENNIFER J HOPKINS
PO BOX 822
ILWACO WA 98624-0822

Re: Change in Ownership for Water Right No(s): 81-7003A

Dear Water Right Holder(s):

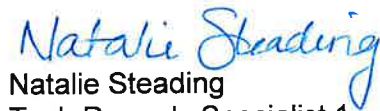
The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

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 me at (208) 762-2813.

Sincerely,



Natalie Steading
Tech Records Specialist 1

Enclosure(s)