

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 28 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
86-11927	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Rodney Pedekin

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Dominic + Angela Pomponio

New owner(s) as listed on the conveyance document

Name connector

☐ and☒ or☐ and/or

PO Box 1701

Mailing address

CROFNO

City

ID

State

83544

ZIP

208-476-0678

Telephone

angie.pomponio@yahoo.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur? N/A

☐ 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: 8/23/13

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary: N/A

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

8/23/13

- Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

8/23/13

For IDWR Office Use Only:

Received by MPDate 9-16-13Receipt No. 0097743Receipt Amt. 25.00

Approved by _____

Processed by CD

Date

9-16-13

READ AND APPROVED
BY: De
BY: ay

WARRANTY DEED

Rodney D. Pedrin and Kathleen M. Pedrin as Trustees of the Rodney D. Pedrin and Kathleen M. Pedrin Revocable Trust, dated June 8, 2009, 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 Dominic Pomponio and Angela ^P~~Pomoni~~ño, husband and wife, whose address is P.O. Box 1701, Orofino, ID 83544 all right, title and interest in the following described real property:

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

A parcel of land in the Northeast one-quarter of the Southeast one-quarter (NE1/4SE1/4), in the Southeast one-quarter of the Southeast one-quarter (SE1/4SE1/4), and the Southwest one-quarter of the Southeast one-quarter (SW1/4SE1/4) of Section 25, Township 37 North, Range 1 West, Boise Meridian, County of Clearwater, State of Idaho more particularly described as follows:

Commencing at the Southeast corner of said Section 25 marked by a brass capped iron pipe; thence North 39°12'32" West, a distance of 1,410.79 feet to a rebar being the True Point of Beginning; thence North 17°12'14" East, a distance of 242.30 feet to a rebar; thence North 22°51'56" East, a distance of 83.95 feet to a rebar; thence North 73°12'57" West, a distance of 192.82 feet to a rebar; thence South 85°02'12" West, a distance of 201.31 feet to a rebar; thence South 17°01'09" West, a distance of 50.43 feet to a rebar; thence South 00°14'13" East, a distance of 260.70 feet to a rebar; thence South 10°48'24" West, a distance of 376.02 feet to a rebar; thence North 49°03'30" West, a distance of 509.42 feet to a rebar; thence North 24°17'55" East, a distance of 236.98 feet to a rebar; thence North 89°47'54" East, a distance of 214.33 feet to a rebar; thence North 00°18'41" East, a distance of 660.25 feet to a rebar; thence North 89°52'05" East, a distance of 978.78 feet to a rebar; thence South 00°07'55" East, a distance of 350.92 feet to a rebar; thence South 15°50'39" West, a distance of 657.44 feet to a rebar; thence South 20°35'07" West, a distance of 240.00 feet to a rebar; thence North 56°18'29" West, a distance of 230.00 feet to a rebar; thence North 28°29'08" West, a distance of 150.00 feet to a rebar; thence North 15°22'21" West, a distance of 69.25 feet to the True Point of Beginning.

Also shown as Lot 2 on Record of Survey, recorded as Instrument No. 178215.

TOGETHER WITH and RESERVING: Easement "B", an easement for ingress, egress and utilities over a strip of land 30 feet in width, the centerline of which is more particularly described as follows:

Commencing at the Southeast corner of said Section 25 marked by a brass capped iron pipe; thence South 77°30'46" West, a distance of 1,221.39 feet to the TRUE POINT OF BEGINNING; thence North 41°02'58" West, a distance of 30.58 feet; thence North 70°25'32" West, a distance of 214.37 feet to a point of curve to the right having a radius of 243.31 feet and a central angle of 47°11'45"; thence northwesterly along the arc a distance of 200.42 feet; thence North 18°00'13" West, a distance of 129.73 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 95°10'15"; thence

WARRANTY DEED

northeasterly along the arc a distance of 166.10 feet; thence North 77°10'01" East, a distance of 63.66 feet to a point of curve to the left having a radius of 484.56 feet and a central angle of 27°07'04"; thence northeasterly along the arc a distance of 229.34 feet; thence North 57°05'42" West, a distance of 91.25 feet to a point of curve to the right having a radius of 120.00 feet and a central angle of 81°28'43"; thence northerly along the arc a distance of 170.65 feet; thence North 24°23'01" East, a distance of 197.01 feet to a point of curve to the left having a radius of 70.00 feet and a central angle of 25°17'38"; thence northerly along the arc a distance of 30.90 feet; thence North 00°54'38" West, a distance of 143.73 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 81°30'55"; thence northwesterly along the arc a distance of 142.27 feet; thence North 82°25'32" West, a distance of 118.64 feet to a point of curve to the right having a radius of 40.00 feet and a central angle of 119°57'33"; thence northerly along the arc a distance of 83.75 feet; thence North 37°32'01" East, a distance of 171.71 feet; thence North 51°29'33" East, a distance of 102.67 feet to a point of curve to the left having a radius of 213.00 feet and a central angle of 52°42'27"; thence northeasterly along the arc a distance of 196.85 feet; thence North 01°12'54" West, a distance of 107.23 feet to a point of curve to the right having a radius of 220.00 feet and a central angle of 35°07'57"; thence northerly along the arc a distance of 134.90 feet; thence North 33°55'03" East, a distance of 162.80 feet; thence North 29°05'29" East, a distance of 118.88 feet; thence North 38°27'15" East, a distance of 84.97 feet to the POINT OF TERMINUS.

SUBJECT TO: Easement granted to Clearwater Power Company, recorded November 11, 1993, as Instrument NO. 164132.

SUBJECT TO: Easement granted to Clearwater Power Company, recorded October 15, 1997, as Instrument No. 176232.

SUBJECT TO: Easement granted to Clearwater Power Company, recorded October 15, 1997, as Instrument No. 176315.

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 August 30, 2002, as Instrument Number 178215, 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: Terms, conditions and provisions of Road Maintenance Agreement, recorded June 24, 1998, as Instrument No. 178467.

SUBJECT TO: Terms, conditions and provisions of Amended Road Maintenance Agreement, recorded August 10, 1998, as Instrument No. 178884.

SUBJECT TO: Easement granted to Clearwater Power Company, recorded March 22, 1999, as Instrument No. 180743.

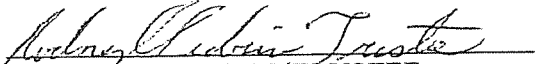
SUBJECT TO: Easement for ingress and egress as disclosed in an document, recorded August 20, 2004 as Instrument No. 196900.

SUBJECT TO: Easement granted to Clearwater Power Company, recorded November 12, 2004, as Instrument NO. 197607.

WARRANTY DEED

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 claims and demands whatsoever.

DATED this 22nd day of August, 2013.

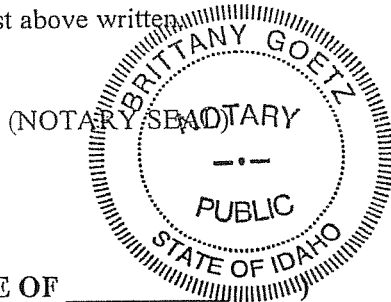

RODNEY D. PEDRIN, TRUSTEE
of the Rodney D. Pedrin and Kathleen M. Pedrin
Revocable Trust

KATHLEEN M. PEDRIN, TRUSTEE
of the Rodney D. Pedrin and Kathleen M. Pedrin
Revocable Trust

STATE OF IDAHO)
) ss.
County of Clearwater)

On this 22nd day of August, 2013, before me, the undersigned Notary Public, personally appeared RODNEY D. PEDRIN, Trustee of the Rodney D. Pedrin and Kathleen M. Pedrin Revocable Trust, known or identified to me to be the person who executed the within instrument and acknowledged to me that he executed the same on behalf of said Pedrin Revocable Trust, dated June 8, 2009.

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




NOTARY PUBLIC FOR IDAHO
Commission expires: 8/01/17

STATE OF _____
) ss.
County of _____)

On this ____ day of August, 2013, before me, the undersigned Notary Public, personally appeared KATHLEEN M. PEDRIN, Trustee of the Rodney D. Pedrin and Kathleen M. Pedrin Revocable Trust, known or identified to me to be the person who executed the within instrument and acknowledged to me that she executed the same on behalf of said Pedrin Revocable Trust, dated June 8, 2009.

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

WARRANTY DEED