

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 27 2026

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
85-11716	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: WITTMAN FARMS LTD

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Peter J. & Julie K. Wittman

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

19658 Webb Rd
Mailing address

Lapwai TO 83540
City State Zip

208-816-8871
Telephone

pete.wittman@gmail.com
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: 5/11/2021 & 11/4/2021

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:

— see WD + Correction Deed

- ☒ 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. N/A
- ☐ 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. N/A

8. Signature: Pete J. Wittman

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: Julie K. Wittman

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by MO Date 8/27/26

Receipt No. N046286

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 8-31-26

Instrument # 888648

NEZ PERCE COUNTY

6-11-2021 03:13:52 PM No. of Pages: 3

Recorded for : COX & WAGNER *

PATTY WEEKS

Fee: 15.00

Ex-Officio Recorder Deputy

Index to WRNTY/QCD

R. Lewis

WARRANTY DEED

FOR VALUE RECEIVED, the Grantor, **WITTMAN FARMS, LTD**, an Idaho partnership, does hereby grant, bargain, sell and convey unto **PETER J. WITTMAN** and **JULIE K. WITTMAN**, husband and wife, the Grantees, whose address is: 19658 Webb Road, Lapwai, ID 83540, the following described premises situate in Nez Perce County, State of Idaho, to wit:

A portion of Sections 5, Township 34 North, Range 4 West of the Boise Meridian. More particularly described as follow:

Commencing at the Northwest corner of Section 5; thence South 63°29'36" East 2892.86 feet to a point on the centerline of the Webb-Tammany Road and the Point of Beginning; thence South 1°04'10" West 247.97 feet along a fence line; thence South 44°56'56" East 531.02 feet; thence North 67°19'57" East 78.03 feet to the centerline of new Lewiston Orchards Irrigation District's Canal; thence North 5°44'57" East 581.07 feet to the centerline of Webb-Tammany Road; thence North 88°13'23" West 500.98 feet to the Point of Beginning,

Commencing at the Northwest corner of Section 5; thence South 63°29'36" East, 2892.86 feet to a point on the centerline of the Webb-Tammany Road, said point being the Point of Beginning; thence North 1°46'37" East, 200 feet; thence South 88°13'23" East, 677 feet; thence South 1°46'37" West, 197 feet to the centerline at the Webb-Tammany Road; thence along the centerline 677 feet more or less to the Point of Beginning.

The Grantor reserves a right of first refusal on the following terms and conditions. In the event the Grantees shall receive an offer from any third party for the purchase of all or any portion of the above-described real property which said offer shall be acceptable to the Grantees, then Grantees shall give written notice to the Grantor that the Grantees have received an acceptable offer. The written notice shall set forth the name of the

third-party purchaser, the amount of the purchase price offered and the terms for the payment of the purchase price. The Grantor shall then have a period of thirty (30) days to exercise its right of first refusal to purchase the real property at the purchase price and on the terms and conditions set forth in the written notice. In the event the Grantor shall exercise its right of first refusal, then the Grantor must complete the purchase within sixty (60) days after it shall have exercised its right of first refusal. In the event the Grantor shall fail to exercise its right of first refusal within said thirty (30) day time period or if it shall fail to complete the purchase within sixty (60) days after it has exercised its right of first refusal, then the Grantees may complete the sale to the third party at the purchase price and on the terms and conditions set forth in the written notice. In the event Grantees shall fail to complete the sale to the third party within six (6) months after the Grantor has failed to exercise its right of first refusal or after the Grantor has failed to complete the closing in a timely manner, then the Grantor shall have the right of first refusal reinstated. This right of first refusal shall terminate if the Grantees shall sell the property to a third party in the manner referenced above. This right of first refusal shall be binding upon the Grantor and the Grantees, their successors, heirs and assigns.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises; that the premises are free from all encumbrances, and that it will warrant and defend the same from all lawful claims whatsoever except general taxes and assessments for the year 2021, and easements, reservations, restrictions and rights-of-way of record or in use.

DATED this 30th day of April, 2021.

WITTMAN FARMS, LTD.
An Idaho partnership

CORI ANN WITTMAN STITT, Partner

STATE OF IDAHO)
 : ss.
County of Nez Perce)

On this 30th day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **CORI ANN WITTMAN STITT**, known or identified to me to be one of the partners in the partnership of **Wittman Farms, Ltd**, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Notary Public in and for the State of Idaho,
residing at Lewiston therein.
My Commission Expires: 5-14-22

Instrument # 894403

NEZ PERCE COUNTY

11-4-2021 10:03:10 AM No. of Pages: 4

Recorded for : COX & WAGNER

PATTY WEEKS

Ex-Officio Recorder Deputy

Index to ALL OTHER DEEDS

Fee: 15.00

J. Uberhardt

CORRECTION DEED

FOR VALUE RECEIVED, the Grantor, **WITTMAN FARMS, LTD**, an Idaho partnership, does hereby grant, bargain, sell and convey unto **PETER J. WITTMAN** and **JULIE K. WITTMAN**, husband and wife, the Grantees, whose address is: 19658 Webb Road, Lapwai, ID 83540, the following described premises situate in Nez Perce County, State of Idaho, to wit:

A portion of Sections 5, Township 34 North, Range 4 West of the Boise Meridian. More particularly described as follow:

Commencing at the Northwest corner of Section 5; thence South 63°29'36" East 2892.86 feet to a point on the centerline of the Webb-Tammany Road and the Point of Beginning; thence South 1°04'10" West 247.97 feet along a fence line; thence South 44°56'56" East 531.02 feet; thence North 67°19'57" East 78.03 feet to the centerline of new Lewiston Orchards Irrigation District's Canal; thence North 5°44'57" East 581.07 feet to the centerline of Webb-Tammany Road; thence North 88°13'23" West 500.98 feet to the Point of Beginning,

EXCEPTING THEREFROM a Parcel of land being on the South side of the centerline of Webb Road, Project No. A011(228) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of the SW¼NE¼ of Section 5 of Township 34 North, Range 4 West, Boise Meridian, Nez Perce County, Idaho, more particularly described as follows:

Commencing at the Northeast Corner of Section 5 of said Township 34 North, Range 4 West, Boise Meridian.

Thence S.63°38'05"W. a distance of 3074.79 feet to a point on the existing right-of-way line of Webb Road lying 30.00 feet right of Station 64+50.39 of Project No. A011(228) said point being the true place of beginning; thence S.1°04'00"W., 10.02 feet; thence S.86°21'35"E., 99.51 feet; thence S.88°04'41"E., 75.00 feet; thence N.88°06'28"E., 75.17 feet; thence S.88°04'41"E., 140.00 feet; thence N.1°55'19"E., 2.00 feet; thence S. .88°04'41"E., 108.76 feet; thence

N.5°44'57"E., 6.01 feet to a point on existing right-of-way line of Webb Road, lying 30.00 feet right of Station 69+49.16; thence N.05°44'57"E., 30.07 feet to a point on the centerline of Webb Road at Sta. 69+51.17; thence N.88°04'41"W., 501.22 feet along said centerline to Sta. 64+49.94; thence S.01°04'00"W., 30.00 feet to the true place of beginning.

EXCEPTING from the above described parcel that portion deeded to Nez Perce County, Idaho, for the Webb-Tammany Road right-of-way as described in the Quitclaim Deed in Book 190, page 597, on record in the Recorder's Office.

This is given as a Correction Deed to that certain Warranty Deed between the parties hereto and recorded in the office of the Nez Perce County Recorder recorded May 11, 2021, as Instrument No. 888648.

Except as herein modified, the original Warranty Deed recorded as Instrument No. 888648, records of Nez Perce County, Idaho, is in full force and effect.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, and to their heirs, successors and assigns forever.

DATED this _____ day of October, 2021.

WITTMAN FARMS, LTD.
An Idaho partnership

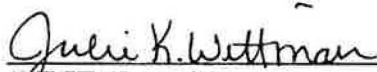


CORI ANN WITTMAN STITT, Partner

Consented to and Approved by:



PETER J. WITTMAN

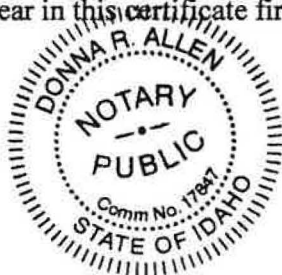


JULIE K. WITTMAN

STATE OF IDAHO)
 : ss.
 County of Nez Perce)

On this 27th day of October, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **CORI ANN WITTMAN STITT**, known or identified to me to be one of the partners in the partnership of **Wittman Farms, Ltd**, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Donna R Allen
 Notary Public in and for the State of Idaho,
 residing at Lewiston therein.
 My Commission Expires: 8/15/27

STATE OF IDAHO)
 : ss.
 County of Nez Perce)

On this 29 day of October, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **PETER J. WITTMAN**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lora L. Trout
 Notary Public in and for the State of Idaho
 residing at Lewiston therein.
 My Commission Expires: 9-23-2023

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this 2nd day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULIE K. WITTMAN**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Donna R Allen
Notary Public in and for the State of Idaho
residing at Lewiston therein.
My Commission Expires: 8/15/27



Legend & Layers Menu



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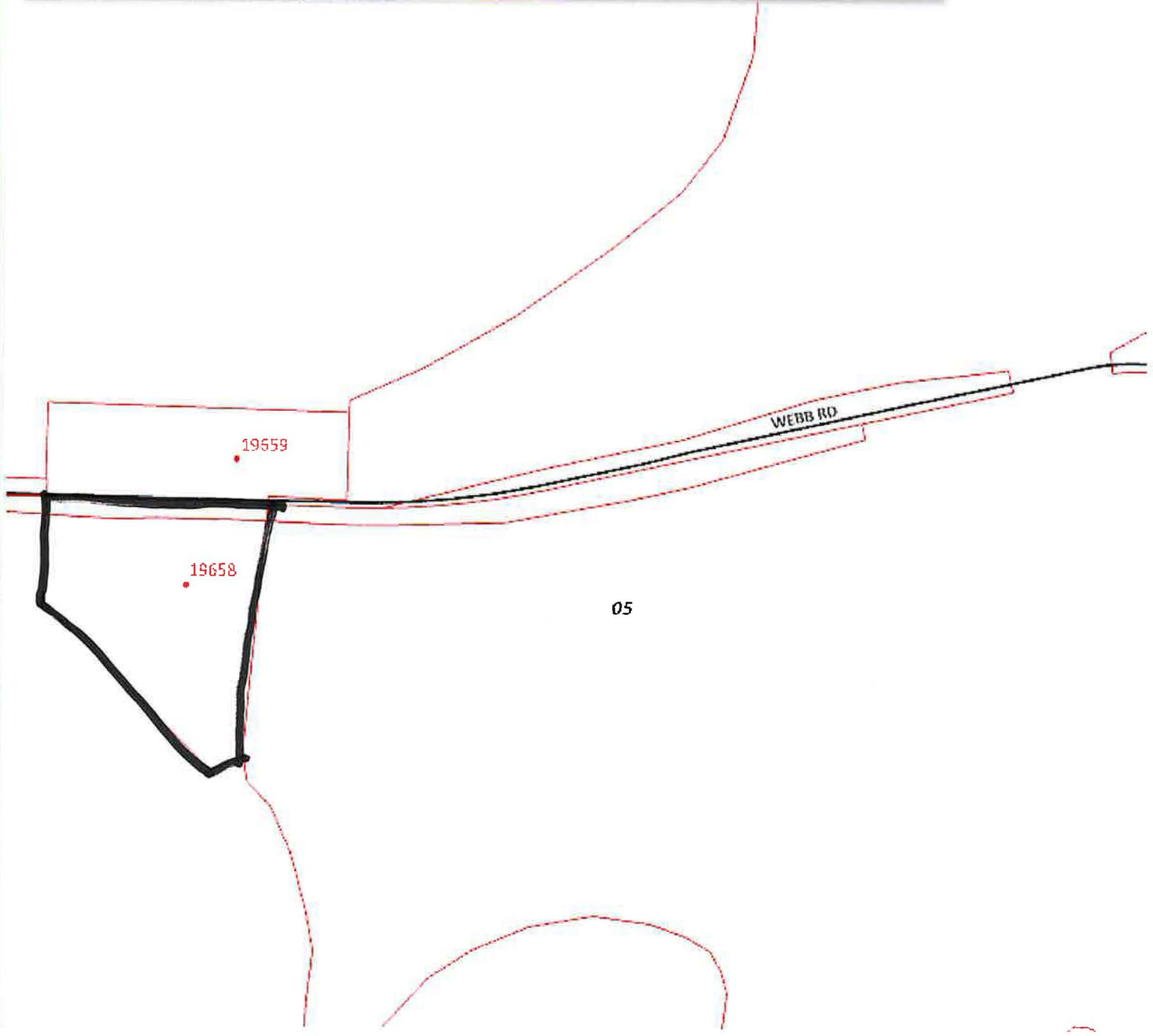
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IDAHO DEPARTMENT OF
WATER RESOURCES

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 Mathew Weaver

August 31, 2026

PETER J WITTMAN
JULIE K WITTMAN
19658 WEBB RD
LAPWAI ID 83540-6146

Re: Change in Ownership for Water Right No(s): 85-11716

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

Enclosure(s)