

RECEIVED

DEC 13 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-14087 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Renee & Trond Bjornstad
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Matt & Kimberly Andrae
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or

3600 Cottontail Lane Moore ID 83255
Mailing address City State ZIP
209 256 5361 pebblecreek@usa.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: Nov. 15, 2021

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:

- 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: Matt Andrae owner 12/4/2021
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 12/13/2021 Receipt No. E0471026 Receipt Amt. \$25.-
Approved by JB Processed by JB Date 1/13/2021

261608
Custer County Req. of
Custer County Title
Time 4:20 PM Date 11/15/20 21
Lura H. Baker, Clerk
Deputy Walker \$15.00
Deputy

WARRANTY DEED

For Value Received, I, RENEE MARIE PHILLIPS (FKA RENEE MARIE BJORNARD), TRUSTEE OF THE RENEE MARIE BJORNARD TRUST, AN IDAHO REVOCABLE LIVING TRUST, DATED APRIL 30, 2020, do hereby grant, bargain, sell and convey unto MATTHEW W. ANDRAE AND KIMBERLY D. ANDRAE, husband and wife, whose address is:

Matthew Andrae, c/o Deadhorse Point State Park, P.O. Box 609, Moab, Utah 84532.

the following described premises in CUSTER County, Idaho, to-wit:

Lot 8, Big Lost River Subdivision, as shown by the Official Plat recorded July 25, 2007, as instrument No. 237105. Certificate of Owners recorded July 25, 2007, as instrument No. 237102. Affidavit of Correction recorded July 25, 2007, as instrument No. 237103, all records of Custer County, Idaho.

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 they are the owners of said premises; and that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: ^{RMP} Nov 15, 2021

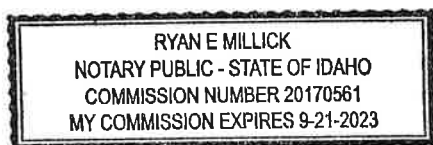
Renee Marie Phillips

RENEE MARIE PHILLIPS (FKA RENEE MARIE BJORNARD),
TRUSTEE OF THE RENEE MARIE BJORNARD TRUST,
AN IDAHO REVOCABLE LIVING TRUST, DATED APRIL 30, 2020

STATE OF IDAHO

COUNTY OF CUSTER

On this 15 day of November, in the year of 2021,
before me, a Notary Public, personally appeared, Renee Marie Phillips, FKA Renee Marie Bjornard, Trustee of the Renee Marie Bjornard Trust, an Idaho Revocable Living Trust, dated April 30, 2020, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and by her signature, has executed the same, on behalf of The Renee Marie Bjornard Trust.



R. E. Millick

Notary Public

Residing at CHALLIS, IDAHO

Commission Expires 9-21-23



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS
OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

JULY 2019
EDITION



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DATE October 22, 2021

1 ID# 10222021MI
2 LISTING AGENCY Idaho 1st Class Properties Office Phone # (208) 557-0500 Fax # (208) 557-0501
3 Listing Agent Maleah Ivie E-Mail lvemale@gmail.com Phone # 208-339-2715
4 SELLING AGENCY Idaho 1st Class Properties Office Phone # (208) 557-0500 Fax #
5 Selling Agent Maleah Ivie E-Mail lvemale@gmail.com Phone # 208-339-2715

1. BUYER: Matthew W Andrae & Kimberly D Andrae

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

"PROPERTY" COMMONLY KNOWN AS 3600 Cottontail Lane
City MOORE County Custer ID, Zip 83255 legally described as: Lot 8 Big Lost River Subdivision

OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. \$285000 PURCHASE PRICE: Two Hundred Eighty-five Thousand Dollars And Zero Cents

payable upon the following TERMS AND CONDITIONS (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No (N/A if left blank)

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A). \$3000 EARNEST MONEY: Three Thousand Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:

- ☐ Cash
☒ Personal Check
☐ Cashier's Check
☐ Wire Transfer
☐ Note
☐ See Section 4

Held By:

- ☐ Responsible Broker
☒ Closing Company
☐ See Section 4

Delivered:

- ☐ With Offer
☒ Within 5 business days (three [3] if left blank) of acceptance.
☐ See Section 4

Deposited:

- ☒ Upon Receipt and Acceptance
☐ Upon Receipt Regardless of Acceptance
☐ See Section 4

THE RESPONSIBLE BROKER SHALL BE: Jerilyn Rindfleisch

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within 8 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

(C). Cash proceeds from another sale: ☐ Yes ☒ No (N/A if left blank)

(D). \$n/a NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other

LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given

BUYER'S Initials (MWA/KDA) Date 0/22/2021

SELLER'S Initials (RMP) Date 10/23/2021

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JULY 2019 EDITION

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Serial#: 016079-800163-4945495

Prepared by: Maleah Ivie | Idaho 1st Class Properties | lvemale@gmail.com | 2085570500

Form
Simplicity

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PROPERTY ADDRESS: 3600 Cottontail Lane, MOORE, ID 83255

ID#: 10222021MI

44. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Matthew W AndraeBUYER (Print Name) Matthew W AndraeDate 10/22/2021 Time 6:35 PM MDT ☐ A.M. ☒ P.M.Phone # _____ Cell # 209-256-5361

Address _____

E-Mail pebblecreek@usa.com

City _____ State _____ Zip _____

Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature Kimberly D AndraeBUYER (Print Name) Kimberly D AndraeDate 10/22/2021 Time 6:30 PM MDT ☐ A.M. ☒ P.M.Phone # _____ Cell # 209-256-5361

Address _____

E-Mail pebblecreek@usa.com

City _____ State _____ Zip _____

Fax # _____

45. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature Renee Marie Bjornard FKA Renee Marie BjornardSELLER (Print Name) Renee Marie Bjornard TrustDate 10/23/2021 Time 8:05 ☐ A.M. ☒ P.M.Phone # 208-521-9229 Cell # 208-521-9229Address PO Box 393E-Mail cottontail3600@gmail.comCity Mackay State ID Zip 83251

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

E-Mail _____

City _____ State _____ Zip _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____
 If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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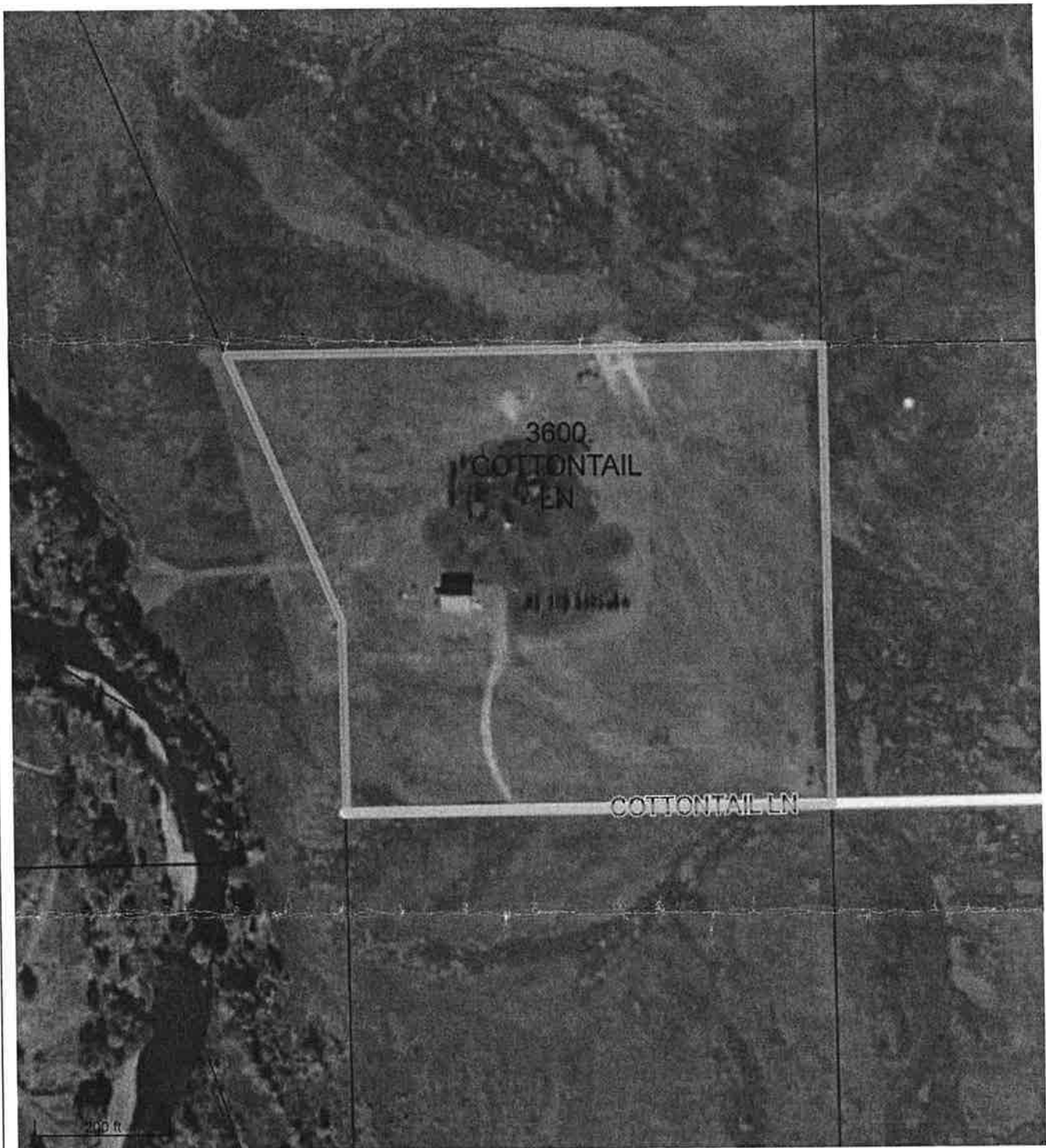
RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

Serial#: 016078-800163-4945495

Prepared by: Maleah Ivie | Idaho 1st Class Properties | IvieMaleah@gmail.com | 2085570600

Form
Simplicity

Custer County Idaho MapServer



-  Highways
 -  County Road
 -  Other Road
 -  Cities
- 2019 Aerial Photography

NORTH

This map/data is provided by Custer County, Idaho is for display purposes only. Custer County invokes its sovereign and governmental immunity in allowing access to or use of this data, and makes no warranties as to the validity, and assumes no liability associated with the use or misuse of this information.

printed 9/3/2021

11.41 Acres



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 13, 2022

MATT ANDRAE
KIMBERLY ANDRAE
3600 COTTONTAIL DR
MOORE ID 83255-4708

Re: Change in Ownership for Water Right No(s): 34-14087

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) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 34
BIG LOST RIVER GROUND WATER DISTRICT



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 14, 2021

MATT ANDRAE
KIMBERLY ANDRAE
3600 COTTONTAIL LN
MOORE ID 83255

RE: Change in Ownership Water Right No. 34-14087

Dear Sir/Madam:

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

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Ownership:** Please supply a full copy of the 'recorded' Warranty Deed or other legal document indicating your ownership in the property or the above-mentioned water right. The department received a partial copy of a purchase and sale agreement, however that document can not be used as evidence of ownership.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist