

$$\rightarrow 1-1V \text{ or } 0V$$

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDINGS
Case No. 39576)
) Water Right 37-10280

IDWR has completed the following Administrative Proceeding:

☐	Change of Address
☒	Substitution of Party
☐	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 37-10280

From (Claimant/Seller):

Name of Claimant: HEART LAZY S RANCH PARTNERSHIP
Address: 464 WEST 4 MILE ROAD NORTH
SHOSHONE ID 83352
Phone: (208) 886-7566

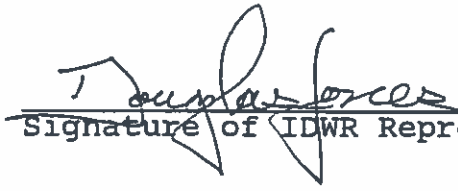
To (Claimant/Purchaser):

Name of Claimant: MICHAEL SANT
SANDRA SANT
Address: HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352
Phone: (208) 886-7566

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 4/22/99



Signature of IDWR Representative

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/20/1999

37-10280

PAGE 2

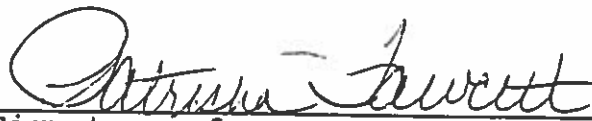
CERTIFICATE OF MAILING

I certify that on 4/26/99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

HEART LAZY S RANCH PARTNERSHIP
464 WEST 4 MILE ROAD NORTH
SHOSHONE ID 83352
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

MICHAEL SANT
SANDRA SANT
HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: APR-20-1999

PAGE: A-6

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 37-10280

NAME & ADDRESS: MICHAEL SANT
SANDRA SANT
HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/18/1929

POINT OF DIVERSION: T05S R16E S12 SESWNE Within LINCOLN County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.06 CFS
	DOMESTIC 2 HOUSES	01-01 12-31	0.06 CFS

PLACE OF USE:	STOCKWATER	Within LINCOLN County
	T05S R16E S12	SWNE
	DOMESTIC	Within LINCOLN County
	T05S R16E S12	SWNE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
STOCKWATER 30 DAIRY, 125 RANGE
PARCEL NO. RP 05S16E121201



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

April 26, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MICHAEL SANT
SANDRA SANT
HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352

RE: SRBA Claim(s) 37-10280

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

AJ0749NP
No. 37-10280

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 03/31/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MICHAEL SANT	04/18/1929	STOCKWATER	01-01 12-31	0.06 CFS	
C	SANDRA SANT		DOMESTIC	01-01 12-31	0.06 CFS	
	HEART LAZY S RANCH					
	464 W 4 MILE RD					
	SHOSHONE ID 83352					
	(208) 886-7566					
				TOTAL DIVERSION:	0.06 CFS	
D	HEART LAZY S RANCH PARTNERSHIP					
	464 WEST 4 MILE ROAD NORTH					
	SHOSHONE ID 83352					
	(208) 886-7566					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T05S R16E S12

SESWNE

LINCOLN County

Place of use Legal Description for: STOCKWATER

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05S 16E 12	:				:				:				:			
			S													

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
05S 16E 12	:				:				:				:			
			D													

POU County: LINCOLN

Non-Irrigation Uses: 2 HOUSES

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER 30 DAIRY, 125 RANGE
PARCEL NO. RP 05S16E121201

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

NCAP
RECEIVED

AUG 17 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

AUG 20 1998

Department of Water Resources
Southern Region1. Water Right or Adjudication Claim No(s): A37-102802. The following **REQUIRED** information must be submitted with this form:A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

Heart Lazy S Ranch Partnership

4. New Owner/Claimant(s)

Heart Lazy S Ranch (Mike or Sandra Sant)Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

464 W 4 mile Rd

City, State and ZIP Code

Shoshone, Id 83352

New Telephone Number

(208) 886 7566

5. Date you acquired the property

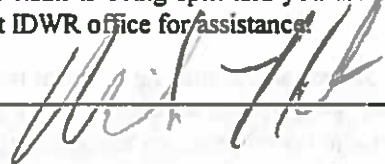
June 94

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 92 Number and type of stock 30 Dairy and Beef 140 HogsDiversion rate in CFS _____ Number of homes 1 Other uses + trailer space

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

The Ranch never
change hands, just
Bought out the 2 partners

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

RECEIVED

AUG 17 1998

Department of Water Resources

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A37-10280
Date Received: 6/27/1988
Receipt No: S000552
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: HEART LAZY S RANCH PARTNERSHIP
Address: 464 WEST 4 MILE ROAD NORTH
SHOSHONE ID 83352 208-886-7566

2. Date of Priority: APR 18, 1929

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	16E	12	SE	SW	NE		LINCOLN

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		
STOCKWATER	01/01	12/31	0.060		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/2 HOUSES WITH YARD S/30 DAIRY, 125 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	16E	12	SW	NE		STOCK DOMEST	

11. Place of use in counties: LINCOLN

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

FEB 25 1999

FURNISHED BY *Land Title and Escrow, Inc.*Department of Water Resources
Southern Region

WARRANTY DEED

For Value Received WANDA RACE, who acquired title as Wanda Sant, a married woman and CLINT L. SANT, an unmarried man, as to any interest they may have

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
MICHAEL L. SANT AND SANDRA SANT, husband and wife
whose address is: 400 West 3rd, Jerome, Idaho 83338

Hereinafter called the Grantee, the following described premises situated in Lincoln County, Idaho, to-wit:

See attached EXHIBIT "A"

158174

STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at the request of
Land Title & Escrow

MAY 23 1994

at 48 minutes past 11:00 A.M.
recorded by *Helen Jackson Dep.*
Fee: 2.00 Return to: *J.L. & E.*

By hand

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 12, 1994

Wanda Race
WANDA RACE

Clint L. Sant
CLINT L. SANT

STATE OF IDAHO, COUNTY OF Jerome
On this 19th day of May, 1994,
before me, a notary public in and for said State, personally appeared Wanda Race

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged
to me that she executed the same.

Becky Shubert

Residing at Jerome
Commission expires: 02-05-99

BECKY SHUBERT
★ NOTARY PUBLIC ★
STATE OF IDAHO

RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 02-05-99

STATE OF IDAHO, COUNTY OF JEROME

On this 20th day of May, 1994, before
me, a notary public in and for said State
personally appeared Clint L. Sant known
to me to be the person whose name is
subscribed to the within instrument, and
acknowledged to me that he executed the
same.

Becky Shubert
Notary Public

Residing at:
Commission expires

BECKY SHUBERT
★ NOTARY PUBLIC ★
STATE OF IDAHO

RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 02-05-99

EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 12: E $\frac{1}{2}$ NW $\frac{1}{4}$;

PARCEL NO. 2:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 12: SW $\frac{1}{4}$ NE $\frac{1}{4}$;

PARCEL NO. 3:

TOWNSHIP 5 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 12: NW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM that part of the
NW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the Southwest corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence East along the South boundary line of said
NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 126 feet;
Thence North a distance of approximately 600 feet
on a line parallel with the West boundary line of
said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Charles Smiley Wilcox ditch;
Thence following the said Charles Smiley Wilcox
ditch in a Southwesterly direction to the West
line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South along the West boundary line of said
NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Southwest corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$,
THE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches and
ditch rights used thereon or appurtenant thereto, ⁶⁵62.1 acres Am Falls wate
acres of american falls supplemental and decree #370533, priority
date 5/1/1896 for 80 inches and American falls supplemental, 39.7 inche

SUBJECT TO THE FOLLOWING:

All reservations in patents or deeds in the chain of title.

Taxes for 1991, 1992 and first one-half of 1993 are unpaid and
delinquent.

Second one-half of 1993 taxes are due and payable, but not yet
delinquent.

Taxes for 1994 and subsequent years, a lien, but not yet due and
payable.

Assessments of the Big Wood Canal Company and the rights and powers
of said Company as by law provided.

Assessments of the American Falls Reservoir District No. 2 and the
rights and powers of said District as by law provided.

Right of way for canals, laterals and waste ditches of Big Wood
Canal Company.

Terms, conditions and provisions set forth in that certain Ditch
Contract by and between Clinton Sheep Company, Ltd., a corporation,
and T. E. Painter and R. W. Houston and J. F. Lecker as recorded
March 28, 1918 as Instrument Number 14294, Lincoln County records.

Power Line Easement given by T. E. Thompson and Mabel M. Thompson,
husband and wife, to Idaho Power Company, a corporation, dated June
12, 1940, recorded September 6, 1940 as Instrument Number 79329,

Lincoln County records, affecting the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, Township 5 South, Range 15, East Boise Meridian. (PARCEL NO. 3)

Power Line Easement given by Nelson E. Galloway and Rosamond A. Galloway, husband and wife, to Idaho Power Company, a corporation, dated January 12, 1982, recorded April 26, 1982 as Instrument Number 142674, Lincoln County records, affecting the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 5 South, Range 16, East Boise Meridian. (PARCEL NO. 1)

Financing Statement No. 11645 from Heart Lazy S Ranch, Michael L. Sant, Donna J. Sant, Wanda L. Sant, Clint L. Sant, as Debtors, to United States of America, acting through the Farmers Home Administration, as Secured Party, filed May 7, 1984 as Instrument Number 146143, Lincoln County records.
Continuation filed May 3, 1989 as Instrument Number 153021, Lincoln County records. (PARCEL NO. 1, 2 AND 3)

Additional Mortgage given by Heart Lazy S Ranch consisting of Michael L. Sant, Wanda L. Sant, Clint L. Sant, to the United States of America, acting through the Farmers Home Administration, dated May 15, 1985, recorded May 15, 1985 as Instrument Number 147883, Lincoln County records, TO SECURE: ~~\$78,000.00~~
(Said Mortgage secured the original principal amount of ~~\$78,000.00~~, however, no representation is made as to the present outstanding balance thereof.) (PARCEL NO. 1, 2 AND 3)



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. **IMPORTANT - AGENCY DISCLOSURE.** At the time of signing this agreement the agent working with the buyer represented N/A and the agent working with the seller represented N/A. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 228385 Jerome March 8, 1994
MICHAEL AND SANDRA SANT, husband and wife,

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Wanda Race's & Clint Sant's respective interests in Heart Lazy S Ranch
City of Lincoln County of Idaho, legally described as: Township 5 S, R 16 E, B.M.

Section 12: E1/2NW1/4, SW1/4NE1/4, NW1/4SE1/4 (approx. 160 acres)
(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of _____ dollars (\$ _____) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or _____

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☒ Other closing agent for the benefit of the parties hereto, and N/A (Broker)

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

(d) The parties agree that Land Title & Escrow Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Land Title & Escrow. If a long-term escrow / collection is involved, then the escrow holder shall be Land Title & Escrow

3. TOTAL PURCHASE PRICE IS appraised value per bona fide appraiser of farmland DOLLARS (\$ _____) with appraisal to be completed within 60 days of acceptance

Payable as follows:

(a) \$ 10% of purchase price Cash down, including above Earnest Money (Closing costs are additional).

(b) \$ 90% of purchase price Balance of the purchase price (M.I.P. not included).

4. FINANCING

This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conv., ☐ JHA, ☐ FmHA, ☐ Assumption of existing loan(s), ☐ Other _____
(a) ☐ NEW FINANCING. Purchase loan balance as noted above for a period of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally.

(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ at no more than _____ % with monthly payments of approximately \$ _____ Including ☐ P ☐ I ☐ T ☐

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan _____

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS: See addendum

6. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS.

This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of _____ on or before _____

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify) _____

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer _____ calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addressee shown on this agreement.

7. ITEMS SPECIFICALLY INCLUDED IN THIS SALE

(if FHA / VA financing is sought see Item # 17 on reverse side): Barn, house, all improvements, fixtures, milking equipment, and water rights appurtenant

8. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Personal property & furniture of Sellers

9. COSTS PAID BY:

Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☐ Yes ☒ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____ See Item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Prep	Tax Service	Closing Agent's Fee	Long Term Escrow Fees	Title Ins.
BUYER	X										
N/A		X	X	X	X	X		X		X	
SELLER											X
SHARE EQUALLY							X		X		

Cost of lender or code repairs not to exceed \$ N/A

10. CLOSING.

On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than May 15, 1994

11. POSSESSION.

Buyer shall be entitled to possession on ☒ closing ☐ other _____

"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of _____

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

12. ACCEPTANCE.

Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of March 14, 1994

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: N/A MLS# _____ Selling Agency: N/A MLS# _____

By: _____ By: _____

Buyer: X Buyer's Address 400 W. 3rd, Jerome, ID 83338

Buyer: X Buyer's Phone: Residence _____ Business _____

☒ See attached Addendum(s). ☐ See attached Counter Offer(s)

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: _____ Seller's Address: _____ Phone: Res: _____ Work: _____

Seller: X Date _____ City _____ State _____ Zip _____

Seller: _____ Seller's Address: _____

Seller: X Date _____ City _____ State _____ Zip _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

Buyer: _____ Buyer: _____

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Buyer's Initial _____ Seller's Initial _____ RE21 REV. 6/93

BROKER'S COPY



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 8, 1999

HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-10280

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without copies of the deed(s) that convey the former partners portion of the ranch to you.

I will set your ownership change form aside while you secure the necessary documentation. Please return it in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

Dear Lisk

I hope this is sufficient - by not please let us know

Sandra Smith

208-886-7566



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

February 8, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

HEART LAZY S RANCH
464 W 4 MILE RD
SHOSHONE ID 83352

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-10280

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without copies of the deed(s) that convey the former partners portion of the ranch to you.

I will set your ownership change form aside while you secure the necessary documentation. Please return it in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A37-10280
Date Received: 6/27/1988
Receipt No: S000552
Received By: ES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HEART LAZY S RANCH, PARTNERSHIP 208-886-7566
Address: 464 WEST 4 MILE ROAD NORTH
SHOSHONE, ID 83352

2. Date of Priority: APR 18, 1929

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	16E	12	SE	SW	NE		LINCOLN

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.060		
STOCKWATER	01/01	12/31	0.060		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/2 HOUSES WITH YARD S/30 DAIRY, 125 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	16E	12	SW	NE		STOCK DOMEST	

A37-10280

Page 1

Date: 06/27/88

MICROFILMED
FEB 24 1993

11. Place of use in counties: LINCOLN

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

Water Right Number:

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A37-10280

Date Received _____

Receipt Number 5000552

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

Please type or print clearly Heart Lazy S Ranch, Partnership1. Name of Claimant (s) _____ Phone (208) 886-7566Mailing Address 464 West 4 Mile Road North, Shoshone Zip 83352
Idaho2. Date of Priority (Only one (1) per claim) 4/18 /19293. Source of water supply (a) Groundwater
which is tributary to (b) _____4. Location of point of diversion is: Township 5 S. Range 16 E.Section 12, SE 1/4 of SW 1/4 of NE 1/4, Govt. Lot _____, B.M.,County of Lincoln

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. well & Pump

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

For Domestic purposes from 1/1 to 12/31 amount 0.06 (cfs)
(Both dates are inclusive)For Stock purposes from 1/1 to 12/31 amount 0.067. Total quantity claimed 0.06 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) D/2 houses with 5/30 dairy, 125 Range
yard

MICROFILMED

FEB 24 1993

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
5S.	16E	12			D/S													

11. In which county (ies) are lands listed above as place of use located? Lincoln

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (4)

14. Remarks: _____

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice ☐ License ☐ Permit ☐
Decree ☐

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ☒ do not ☐
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Wanda Sant (PARTNER) Date 6-24-88
Mike Sant (PARTNER) Date 6-24-88
Clint Sant (PARTNER) Date 6-24-88

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of T.F.) SS.

Subscribed and sworn (or affirmed) before me this 24th day of June 19 88

SEAL

Notary Public Lois White

Residing at T.F.

My Commission Expires 5/95

Last Name _____ Ident No. _____
Copies White-State, Yellow-Claimant

MICROFILMED

FEB 24 1993

AJ0749NP
No. R37-10280

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 08/18/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HEART LAZY S RANCH PARTNERSHIP 464 WEST 4 MILE ROAD NORTH SHOSHONE ID 83352 (208) 886-7566	04/18/1929	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.06 CFS 0.06 CFS	
TOTAL DIVERSION:					0.06 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T05S R16E S12 SESWNE

LINCOLN County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		
05S	16E	12	:																

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		
05S	16E	12	:																

POU County: LINCOLN

Non-Irrigation Uses: 2 HOUSES

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER 30 DAIRY, 125 RANGE
PARCEL NO. RP 05S16E121201

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 08/18/98 SEGBERT

OK
KKC
2-8-99

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-5-1997
PAGE: A-33

RIGHT NUMBER: 37-10280

NAME & ADDRESS: HEART LAZY S RANCH PARTNERSHIP
464 WEST 4 MILE ROAD NORTH ✓
SHOSHONE ID 83352

Michael & Sandra Sand

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

PRIORITY DATE: 04/18/1929

POINT OF DIVERSION: T05S R16E S12 ✓ SESWNE ✓ Within LINCOLN County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.06 CFS
	DOMESTIC D/2 HOUSES WITH YARD S/3	01-01 12-31	0.06 CFS

PLACE OF USE: STOCKWATER Within LINCOLN County
T05S R16E S12 ✓

DOMESTIC Within LINCOLN County
T05S R16E S12 ✓ SWNE ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 05S16E121201

Verified by *sk* Date: 7-15-98

Verification Source: *Alphon, map*

July 23, 1998

MICHAEL & SANDRA SAND
464 W 4 MILE RD N
SHOSHONE ID 83352

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-10280

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 10, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

*No response
8-18-98*

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-10280 water right filing