

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Received 11/21/08
via e-mail

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

✓ database
updated
11-24-08

[] Water Right Number(s): APP. 63-32164, 63-32655 P.D.

[] Name(s): Shawn Mikelson

[] Old Mailing Address: 20755 Rodeo Ln.
Wilder, ID 83676

[] New Mailing Address: 2417 S. 10th
Caldwell, ID 83605

Telephone Number: (208) 880 - 0420

* [] Signature(s) of Owner(s) _____

(Include your title if on behalf of company or organization)

Date: _____

Send to:

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

* OK per email submitted from consultant { 63-32164 pending Appl.
63-32655 portion of "Mellin right" owned by M. Mikelson
SPF consultant handling both per docs & pending Appl.

-SZ 11/21/08

Lester, Steve 

From: Scott King [SKing@spfwater.com]
Sent: Friday, November 21, 2008 1:55 PM
To: Lester, Steve
Subject: RE: Whitney Elementary (+ Mikelson Application)
Attachments: Change in Address.pdf

OK for Address
 update from consultant:

- 63-32164
- 63-32655
- SEE Attached

Steve,
 Thanks on both. I'll let Whitney know.

Mikelson's correct address was listed on his "cc" on my letter, and also on the address change form attached.
 Many thanks,
 Scott

p.s. Who do I ask at IDWR to get our SPF address corrected? Do I need to submit a form, or can you use the address at the bottom of this message?

From: Lester, Steve [mailto:Steve.Lester@idwr.idaho.gov]
Sent: Friday, November 21, 2008 1:44 PM
To: Scott King
Subject: RE: Whitney Elementary (+ Mikelson Application)

Scott:

Should be able to mail an approval the week after Thanksgiving.

On another matter: Mikelson Application 63-32164:

Received your information about proceeding without mitigation plan so will do it that way. We still need to get official confirmation of his new address to update the database so we can run the legal notice. You can do that by submitting an address change form or simply be emailing it to me since you are still the consultant for the applicant.

Thanks.

Steve

From: Scott King [mailto:SKing@spfwater.com]
Sent: Thursday, November 20, 2008 12:41 PM
To: Lester, Steve
Cc: Lori Graves
Subject: Whitney Elementary

Hi Steve,

Sorry to bother you, but the Whitney Elementary folks are chomping for an update (63-33065, Independent School District of Boise City). Are we closer to having approved water right and drilling permits?

Thanks much,
 Scott

11/21/2008

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF APPLICATION)	
FOR PERMIT #63-32164 IN THE)	PRELIMINARY ORDER
NAME OF SHAWN MIKELSON)	VOIDING APPLICATION
_____)	

FINDINGS OF FACT

1. On June 16, 2005, SPF Water Engineering filed an application for permit on behalf of Shawn Mikelson, with the Idaho Department of Water Resources (IDWR). SPF Water Engineering is the consulting firm representing Shawn Mikelson.
2. On September 12, 2008, IDWR sent SPF Water Engineering a letter requesting additional information. A thirty (30) day deadline from the date of the letter was set.

To date, IDWR has received no response from SPF Water Engineering or Shawn Mikelson.

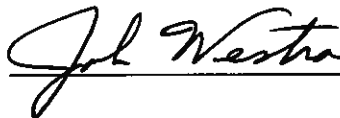
CONCLUSIONS OF LAW

1. Idaho Code (IC)§ 42-204 and the Rules and Regulations of IDWR state that if an applicant does not submit requested information to IDWR within allotted time given, IDWR may void the application.
2. SPF Water Engineering &/or Shawn Mikelson failed or refused to provide IDWR the requested information. The application should be voided.

ORDER

IT IS HEREBY ORDERED that Application for Permit #63-32164 in the name of Shawn Mikelson be VOIDED.

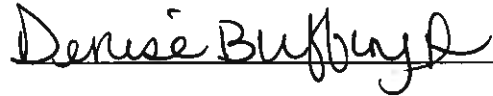
Dated this 5th day of November, 2008



John Westra
Manager, Western Regional Manager

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of November, 2008, I mailed a true and correct copy, of the foregoing **PRELIMINARY ORDER** to the person(s) listed below:

A handwritten signature in cursive script, reading "Denise Buffington", is written over a horizontal line.

Denise Buffington
Administrative Assistant

SHAWN MIKELSON
20755 RODEO LN
WILDER ID 83676

SPF WATER ENGINEERING
ATTN: SCOTT KING
300 E MALLARD DR, STE 350
BOISE ID 83706

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant SHAWN MIKELSON Phone (208) 482-7764

Mailing address 20755 RODEO LANE WILDER, IDAHO 83676

2. Source of water supply GROUNDWATER which is a tributary of

3. Location of point of diversion is Township 04N Range 05W Sec. 21, in the SE $\frac{1}{4}$, NW $\frac{1}{4}$,

Govt. Lot _____, B.M., ADA County;

additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.22 cfs / 6.48 afa for COMMERCIAL purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 0.22 cfs and/or (b) 6.48 afa
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source 10-hp submersible pump in existing well to truck washout facility.

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet

c. Proposed Existing well diameter is 12 inches; proposed depth of well is _____ feet

d. Is ground water with a temperature of greater than 85°F being sought? No

e. If well is already drilled, when? 1974; Drilling firm unknown;

Well was drilled for (well owner) _____; Drilling Permit No. _____

7. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year)

8. Description of proposed uses (if irrigation only, go to item 9):

a. Hydropower; show total feet of head and proposed capacity in kW.

b. Stockwatering; list number and kind of livestock.

c. Municipal; show name of municipality.

d. Domestic; show number of households.

Other; describe fully. COMMERCIAL USE FOR TRUCK WASHOUT AND DUST CONTROL

RECEIVED

JUN 16 2005

WATER RESOURCES
WESTERN REGION

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: *D* for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	05W	21			C														

Total number of acres to be irrigated N/A

10. Describe any other water rights used for the same purposes as described above. Water has previously been rented from the State Water Bank for this use.

- Who owns the property at the point of diversion? Applicant
- Who owns the land to be irrigated or place of use? Applicant
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

12. Remarks: Applicant proposes to mitigate this application through purchase and retirement of a 2-acre portion of Water Right #63-7194. A copy of the contract for sale of this water right is attached. The 2-acres identified to be retired and removed from irrigation are located at 1N 1W 21 NENE. The proposed mitigation is based upon retiring from irrigation lands with an average annual consumptive use volume of 3.24 acre-feet per acre. This consumptive use value is based on the average irrigation requirement of 987 mm per year from Allen Brockway (1983) Appendix E, Swan Falls Power House, using Alfalfa Hay, a typical crop grown on this property. Proposed water bearing zone from 70 to 250 feet.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

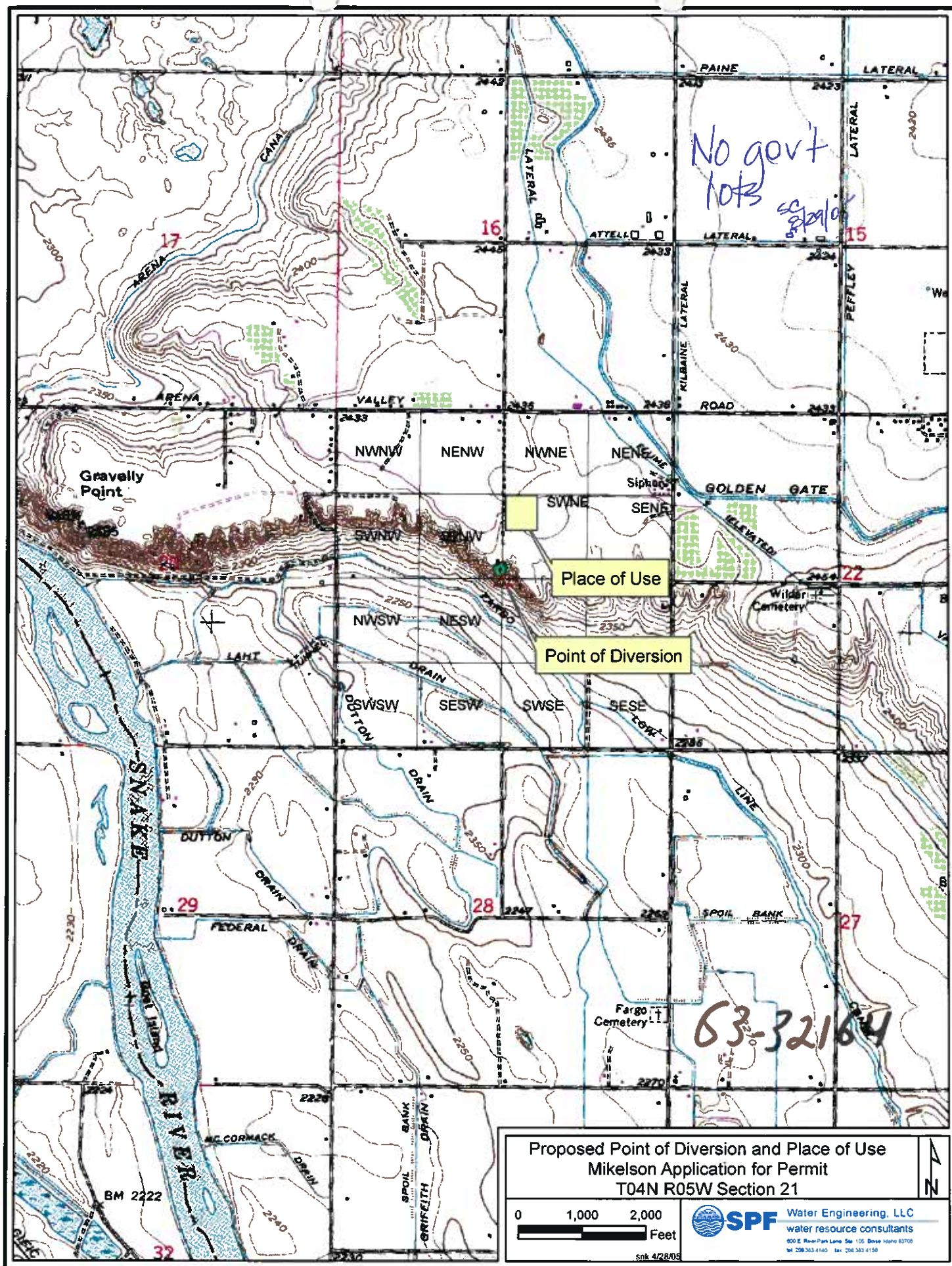
BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Sh W

Signature of Applicant (and title, if applicable)

Received by SK Date 6-16-05 Time 11:50 Preliminary check by SC
 Fee \$ 250.00 Received by SK # 10037063 Date 6-16-05
 Publication prepared by DB Date 11/26/2008 Published in PRESS TRIBUNE
 Publication approved _____ Date 7 DECEMBER 4 & 11, 2008

* Mitigation Plan withdrawn, see Attachment A - 11/21/08





NOV 13 2008

**WATER RESOURCES
WESTERN REGION**

November 11, 2008

*Rec'd 11-11-08
Via E-mail*

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Attention: Steve Lester

Subject: Petition for Reconsideration - Application for Permit 63-32164

Dear Steve,

In response to the Department's preliminary order regarding the above-referenced application for permit, we petition the department to reconsider voiding Application for Permit No 63-32164. Unbeknownst to SPF Water Engineering, our client Steve Mikelson has moved to a new address and has also been working in Nevada. Mr. Mikelson did not timely receive my communications and I have been unable to reach him until today. Due to these combined circumstances, we request that processing of the application continue. A change in address form is forthcoming.

In response to your September 12, 2008 letter seeking additional information regarding the permit application, I have discussed the options available with Steve Mikelson. This letter serves as a request to **withdraw the mitigation plan and proceed with Application 63-32164 without mitigation**. Please let me know if you have any further questions or require any additional information.

Sincerely,

Scott N. King, P.E.
Senior Project Engineer

cc: Shawn Mikelson (2417 S. 10th, Caldwell, ID 83605)

File: 338.0010

ATTACHMENT A: *Mitigation Plan
Withdrawn*

Buffington, Denise

From: Buffington, Denise
Sent: Wednesday, November 26, 2008 1:42 PM
To: legals@idahopress.com
Subject: Legal Notices
Attachments: Canyon County Ads - Cover Letter.RTF; 63-32108 Ad.RTF; 63-32164 Ad.RTF; 63-32234 Ad.RTF; 63-32236 Ad.RTF; 63-32237 Ad.RTF; 63-32275 Ad.RTF

Attached, please find (6) legal notices being submitted for publication. Please contact me if you have any questions, or if you are not able to run these ads on the dates listed.

Thank You,

Denise Buffington
Administrative Assistant
Dept of Water Resources
Western Region

11/26/2008

November 26, 2008

Legal Notice Department
PRESS-TRIBUNE
PO BOX 9399
NAMPA ID 83652

RE: Application for Permit No. 63-32108, 63-32164, 63-32234, 63-32236, 63-32237 & 63-32275

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 12/22/2008. Your cooperation is appreciated.

Sincerely,

Denise Buffington
Administrative Assistant

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-32164

SHAWN MIKELSON
2417 S 10TH
CALDWELL ID 83605

Point(s) of Diversion SENW S21 T04N R05W CANYON County Source GROUND WATER

Use: COMMERCIAL 01/01 To 12/31 0.22 CFS

Total Diversion: 0.22 CFS

Date Filed: 06/16/2005

Place Of Use: COMMERCIAL

T04N R05W S21 SWNE

Remark: Water bearing zone to be appropriated from an existing well is from 70 to 250 feet.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Western Region, 2735 Airport Wy, Boise ID 83705 together with a protest fee of \$25.00 for each application on or before 12/22/2008. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director

Published on December 4th & 11th, 2008

Lester, Steve

From: Lester, Steve
Sent: Friday, November 21, 2008 1:44 PM
To: 'Scott King'
Subject: RE: Whitney Elementary (+ Mikelson Application)

Scott:

Should be able to mail an approval the week after Thanksgiving.

On another matter: Mikelson Application 63-32164:

Received your information about proceeding without mitigation plan so will do it that way. We still need to get official confirmation of his new address to update the database so we can run the legal notice. You can do that by submitting an address change form or simply be emailing it to me since you are still the consultant for the applicant.

Thanks.

Steve

From: Scott King [mailto:SKing@spfwater.com]
Sent: Thursday, November 20, 2008 12:41 PM
To: Lester, Steve
Cc: Lori Graves
Subject: Whitney Elementary

Hi Steve,

Sorry to bother you, but the Whitney Elementary folks are chomping for an update (63-33065, Independent School District of Boise City). Are we closer to having approved water right and drilling permits?

Thanks much,
Scott

Scott N. King, P.E.
Supervising Engineer
SPF Water Engineering, LLC
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
phone: (208) 383-4140 ext. 209
fax: (208) 383-4156
email: sking@spfwater.com
www.spfwater.com

11/21/2008

Lester, Steve

From: Scott King [SKing@spfwater.com]
Sent: Tuesday, November 11, 2008 12:49 PM
To: Lester, Steve
Subject: 63-32164
Attachments: 63-32164 Petition for Reconsideration and Additional Information.pdf

Hello Steve,

The attached document will go into tomorrow's mail.
Please let me know if you have any questions or require further information.

Thank you,
Scott

Scott N. King, P.E.
Supervising Engineer
SPF Water Engineering, LLC
300 East Mallard Drive, Suite 350
Boise, Idaho 83706
phone: (208) 383-4140 ext. 209
fax: (208) 383-4156
email: sking@spfwater.com
www.spfwater.com

WE'VE MOVED -- PLEASE NOTE OUR NEW ADDRESS

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

11/12/2008



SPF WATER
ENGINEERING, LLC

Rec'd 11-11-08
via e-mail.

November 11, 2008

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Attention: Steve Lester

Subject: Petition for Reconsideration - Application for Permit 63-32164

Dear Steve,

In response to the Department's preliminary order regarding the above-referenced application for permit, we petition the department to reconsider voiding Application for Permit No 63-32164. Unbeknownst to SPF Water Engineering, our client Steve Mikelson has moved to a new address and has also been working in Nevada. Mr. Mikelson did not timely receive my communications and I have been unable to reach him until today. Due to these combined circumstances, we request that processing of the application continue. A change in address form is forthcoming.

In response to your September 12, 2008 letter seeking additional information regarding the permit application, I have discussed the options available with Steve Mikelson. This letter serves as a request to **withdraw the mitigation plan and proceed with Application 63-32164 without mitigation**. Please let me know if you have any further questions or require any additional information.

Sincerely,

Scott N. King, P.E.
Senior Project Engineer

cc: Shawn Mikelson (2417 S. 10th, Caldwell, ID 83605)

File: 338.0010



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

November 5, 2008

SHAWN MIKELSON
20755 RODEO LN
WILDER ID 83676

RE: Preliminary Order in the matter of Application for Permit No. 63-32164

Dear Applicant:

The accompanying order is a "**preliminary order**" issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as described in the enclosed yellow information sheet.

If you have any questions regarding this matter, please call me at 208-334-2190.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

for:

John Westra
Manager, Western Regional Office

Enclosures

JW:db

cc: Scott King, SPF Water Engineering

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
DAVID R. TUTHILL, JR., Director

September 12, 2008

SHAWN MIKELSON
C/O SCOTT KING P E
SPF WATER ENGINEERING LLC
300 E MALLARD DR STE 350
BOISE ID 83706

Re: Application for Permit No. 63-32164

Dear Scott:

The above referenced application was filed several years and remained on hold due to adjudication issues that are now resolved. Application processing can resume. The application was subject to mitigation requirements when filed in 2005. Mitigation is no longer required for the proposed use in the proposed location. However, the applicant can choose to mitigate the new use if he wants to for some reason.

The application apparently owns the portion of the "Mellin right" identified for mitigation. The applicant's portion of that older right is now identified as water right 63-32655. The latter was decreed earlier this year, confirming the validity of that right for at least five years following the date of the decree. This provides opportunities for the right owner to do something else with 63-32655 is so desired.

Please let me know how the applicant wants to proceed as follows:

1. Retain the mitigation plan, would include abandonment of right 63-32655 upon application approval; or
2. Withdraw the mitigation plan, proceed with Application 63-32164 without mitigation.

Please submit the requested information for application processing to continue. The applicant may seek additional time to provide the information by making a written request to interrupt processing for up to six months. A response including the requested information, or a request for more time to seek the information, must be received within thirty (30) days. The application will be voided without a timely written reply.

Please let me know if you need more information. Thank you for your attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Lester'.

Steve Lester
Water Rights Supervisor



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 26, 2005

SHAWN MIKELSON
C/O SCOTT KING P E
SPF WATER ENGINEERING LLC
600 E RIVER PARK LN STE 105
BOISE ID 83706

Re: Application for Permit

Dear Scott:

Your client filed an application for permit proposing a new consumptive use from ground water within the Boise River drainage. The proposed use would be mitigated by a reduction in use under existing water right no. 63-7194, the "Mellin right."

The Mellin right remains under review in the Snake River Basin Adjudication (SRBA). New water right activities based on rights pending in the SRBA cannot be processed until the "mitigation right" successfully completes adjudication review through the end of the SRBA objection process.

The SRBA objection period for the area in question is expected to conclude sometime during the latter half of next year. Based on that schedule and the above reasoning, your client's application cannot be processed at this time. The Idaho Department of Water Resources (IDWR) will hold the application until this situation changes. Delays related to department actions do not affect the date of priority or seniority of an application. You will be informed of any changes with respect to your client's application.

Please contact me at your convenience if you have any questions in this regard.

Sincerely,

Steve Lester
Water Rights Supervisor

RECEIVED

JUN 16 2005

WATER RESOURCES
WESTERN REGION

REQUEST TO PROCESS

COMPLETE REQUEST IF YOU WANT YOUR APPLICATION TO BE PROCESSED
USING ONE OF THE THREE ALTERNATIVES BELOW

Name of Applicant SHAWN MIKELSON
Mailing Address 20755 RODEO LANE
WILDER, IDAHO 83676
Application No. (if known) 63-32164

 IN LOCAL PUBLIC INTEREST

Yes, I want my application processed and before it is advertised, I will amend my application to demonstrate that the proposed appropriation is in the local public interest including the need to preserve flows in the Snake River during the migration periods of anadromous fish.

 X PROPOSE MITIGATION NOW

Yes, I want my application processed and before it is advertised, I will amend my application to include proposed mitigation to offset anticipated depletions in the Snake River during periods of anadromous fish migration.

 WILL AGREE TO MITIGATION IN THE FUTURE IF NECESSARY

Yes, I want my application processed at this time, and I will accept a condition of approval that will require mitigation should the Director of the Idaho Department of Water Resources determine that mitigation is necessary to offset depletions from this appropriation to flows in the Snake River during periods of anadromous fish migration. I understand that mitigation is not required now but may be needed in the future. I also understand that the Director will not require mitigation until I have an opportunity to review the process by which the need for mitigation is established and the amount of water required is quantified.

Signature

SL m

Date

5/2/05

Please return this form to:

Idaho Department of Water Resources Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Mitigation info withdrawn 11/11/08.
This info moved to right side of
file because of that action
-SL 11/21/08

CONTRACT FOR SALE OF A WATER RIGHT

THIS CONTRACT FOR SALE OF A WATER RIGHT ("Agreement") is made by and between MELLIN PROPERTIES LIMITED PARTNERSHIP ("Seller"), an Idaho limited partnership, and SHAWN MIKELSON ("Buyer"), an individual. Buyer and Seller may be referred to hereinafter as a "Party" or collectively as "Parties."

RECITALS

A. Seller owns a ground water right ("Water Right"), represented by license number 63-7194 in the records of the Idaho Department of Water Resources ("IDWR"), appropriated and used for irrigation purposes with a February 7, 1969 priority date. A copy of the Water Right license is attached hereto as Exhibit A. The Water Right authorizes a diversion rate of 2.38 cubic feet per second (cfs) and 642 acre-feet per year (afa). The Water Right is appurtenant to and has been beneficially used to irrigate 142.5 acres on Seller's property, also identified under the Water Right as the authorized place of use.

B. Seller desires to sell and Buyer desires to buy a portion of the Water Right that is appurtenant to 2.0 acres of the irrigated lands within the Water Right's authorized place of use, identified by Seller pursuant to Section 1.1 below.

COVENANTS

NOW THEREFORE, in consideration of the recitals, the mutual covenants, representations and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, a portion of Water Right #63-7194 appurtenant to 2.0 acres within the Water Right's authorized place of use described as follows (hereinafter referred to as the "Purchased Right"):

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
(0.03 cfs / 9.0 afa)	2.0 acres (NENE Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

2. Property Retained. Seller expressly reserves and retains, and is not conveying any part of the remaining portion of Water Right #63-7194 that will remain appurtenant to the 140.5 acres within the Water Right's authorized place of use owned by Seller, described as follows:

<u>Quantity:</u>	<u>Acres / Place of Use:</u>
(2.35 cfs / 633 afa)	140.5 acres (NENE, NWNE, SWNE, SENE, Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

3. Purchase Price. The Purchase Price for the relevant portion of Water Right #63-7194 identified above (.03 cfs / 9.0 afa / 2.0 acres) shall be payable as follows:

a. Down Payment. The sum of _____ which equals 20% of the purchase price, shall be paid down upon execution of this Agreement in current, certified funds, receipt of which is hereby acknowledged. This down payment shall be credited against the purchase price at Closing. Seller shall refund the money to Buyer in the event the Idaho Department of Water Resources (IDWR) denies the transfer contemplated in Section 5. The Parties acknowledge that the down payment may be deposited directly with an escrow agent or a qualified Section 1031 Exchange Intermediary.

b. Balance of Purchase Price. _____ dollars, ____ being the Purchase Price less the down payment, shall be due and payable to Seller at Closing.

4. Closing.

a. Closing Date. Within fourteen (14) days of IDWR's final approval of the transfer application, the Parties shall conclude and finalize the purchase and sale of the Purchased Right ("Closing"). The Closing shall take place at the office of Barker Rosholt & Simpson LLP, located at 205 North 10th St., Boise, Idaho, or at such other escrow agent designated by Buyer in writing ("Closing Agent") on a date mutually convenient for Buyer and Seller. Buyer and Seller shall work expeditiously to conclude the Closing.

b. Documents to be Delivered at Closing. Buyer and Seller shall execute (with acknowledgement, if needed) and deposit into escrow with Closing Agent all instruments, documents and the remaining balance _____ in current, certified funds) necessary to complete the purchase and sale in accordance with this Agreement, or reasonably requested by the Closing Agent. The documents that Seller shall deliver to Buyer at Closing shall include, but not be limited to: (i) a Water Right Grant Deed in the form of the specimen attached to this Agreement as Exhibit B; (ii) a Notice of Change of Ownership confirming Buyer's ownership of the Purchased Right and the assignment of the appropriate portion of the Snake River Basin Adjudication Claim for the Purchased Right, and (iii) any other documents reasonably requested to confirm the conveyance of the Purchased Right.

c. Actions of Closing Agent. The Closing Agent shall close the transaction as soon as it has received all instruments, documents and monies necessary to complete the purchase and sale of the Purchased Right in accordance with this Agreement, including receipt of a final transfer approval by IDWR. Upon Closing, the Closing Agent shall record the Water Right Grant Deed, disburse the funds owing to Seller, and provide all instruments and documents to the Party entitled thereto.

d. Fees and Costs of Closing. The cost of the Closing Agent's Closing fees and recording relating to the transaction contemplated herein shall be equally divided

between Seller and Buyer. All other expenses not specifically referenced in this Agreement and incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

e. Section 1031 Exchange. Seller and Buyer acknowledge that either Party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended. Each Party agrees to reasonably cooperate with the other Party to effect such an exchange; provided, however, that (i) the cooperating Party shall not be required to acquire or take title to any exchange property, (ii) the cooperating Party shall not be required to incur any cost, expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of the effectuating Party shall release said Party from any of its obligations, warranties or representations set forth in this Agreement, or from liability for any prior or subsequent default under this Agreement by the effectuating Party, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) the effectuating Party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense, and (v) the effectuating Party shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating Party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating Party's performance of the acts required hereby.

5. Transfer of Purchased Right.

a. Application to IDWR. It is understood and agreed, by and between the Parties, that Buyer intends to immediately file an application for transfer with IDWR. The Buyer shall have the right to file an application for transfer of the Purchased Right with IDWR. The application for transfer may entail a change to the place of use, nature of use, time of use, and point and means of diversion as Buyer determines; in the alternative, it may entail an application for a new water right permit in which the retirement or other approved use of the Purchased Right will be used for mitigation, or a similar purpose.

b. Cooperation with Transfer Efforts. Seller hereby grants to Buyer permission to make said transfer and agrees to sign any documentation to that effect required by IDWR, pertaining to said transfer. At Buyer's request, Seller shall cooperate with Buyer in Buyer's pursuit of any such transfer, and shall provide Buyer with any information that Seller has concerning the Water Right that Buyer may reasonably request in pursuit of the transfer. All matters pertaining to said transfer, including preparation of the application and all costs associated with the transfer proceeding, shall be the responsibility of Buyer. Buyer shall reimburse Seller for any attorney or consultant fees Seller incurs as a result of responding to such requests; however, Seller shall be entitled to receive such

reimbursement only if Seller provides written demand for it within thirty (30) days after such expenses are billed to Seller from such attorney or consultant. Buyer shall pay such fees within thirty (30) days after receiving a timely demand.

c. IDWR Approval or Denial of Transfer. Buyer shall request IDWR provide a notice of preliminary approval of the transfer to Buyer and Seller. Lacking any protests, the transfer should become effective fourteen (14) days after IDWR's final approval. If IDWR's preliminary approval notice indicates IDWR will grant said transfer as applied for, or if the approval should reduce the quantity of the said water right it would allow to be transferred, and Buyer should accept said reduction, and continue with the transfer, then the amount of the reduction of the water right will be borne by the Buyer, without any reimbursement by Seller to Buyer. If IDWR's preliminary approval notice indicates IDWR will deny said transfer, for any reason, the Parties shall not be obligated to close the sale pursuant to Section 4 of this Agreement.

d. Failure to Close After IDWR Final Approval. If Buyer fails to close the sale for any reason within fourteen (14) days of IDWR's final approval of the transfer application, Buyer hereby authorizes Seller to request IDWR to rescind the transfer. In that event, Buyer also agrees that the transfer is null and void. Buyer further agrees that Seller's presentation of a duly signed and executed copy of this Agreement to IDWR, along with Buyer's failure to present an executed Water Right Grant Deed from Seller, shall constitute irrefutable evidence of Buyer's failure to close.

6. Protection of Purchased Right / 2005 Irrigation Season and Thereafter. Until final approval of the transfer by IDWR, Seller is authorized to continue to use the Purchased Right on the Water Right's authorized place of use for irrigation purposes during the 2005 irrigation season or any time thereafter. However, should IDWR finally approve the transfer during the 2005 irrigation season or at any time thereafter, Seller shall immediately comply with all conditions of the transfer approval, including ceasing to divert the Purchased Right.

7. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, as of the effective date of this Agreement and again as of the closing for the Purchased Right, as follows:

a. Authority. Seller owns the Purchased Right in fee simple. Seller has the full legal right, power and authority to enter into and perform this Agreement.

b. Good Title. Seller has good and marketable title to the Purchased Right, and Seller shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Right on or before closing.

c. Appurtenance. The Purchased Right is appurtenant to and has been beneficially used as the sole water source to irrigate the authorized place of use on Seller's property.

d. Not Forfeited. To the best of Seller's knowledge, the Purchased Right has not been forfeited or abandoned in whole or in part, has been placed to continual beneficial

use on the Seller's property, and has never been subject to a continuous five-year period of non-use except as such non-use may have occurred while the Purchased Right was in an appropriate water bank, claimed in the Snake River Basin Adjudication, or the appurtenant place of use was enrolled in a government annual grain base or long-term crop land set-aside program, or such non-use may have occurred by reason of any other applicable defense set forth in Idaho Code § 42-223 that protected the Purchased Right from forfeiture.

e. Snake River Basin Adjudication Status. The Seller filed a water right claim for the Purchased Right in the Snake River Basin Adjudication (SRBA), but makes no representations or warranties regarding the outcome of that proceeding as it might affect the Purchased Right. A review of IDWR's electronic records presently reveals that IDWR will recommend to the SRBA District Court that the Water Right should be decreed as claimed by Seller. See Exhibit C. IDWR's formal recommendation of the Water Right, however, may change when it is ultimately forwarded to the Court.

f. Broker. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Purchased Right.

g. No Other Warranty. Seller makes no other guarantees or warranties as to the Purchased Right, its yield upon transfer, or its transferability. Seller further disclaims any warranty as to the Purchased Right's availability in times of shortage, including any curtailment that may be ordered by IDWR to satisfy other senior ground or surface water rights.

8. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder and has not engaged any broker or finder in connection with the purchase of the Purchased Right.

9. Termination / Remedies

a. IDWR's Failure to Approve Transfer. In the event IDWR does not approve Buyer's transfer application within eighteen (18) months from the effective date of this Agreement as defined in Section 17, for whatever reason, Buyer shall have the right to close on the sale of the Purchased Right as set forth in Section 4, within ten (10) days from that date (eighteen months after effective date). If Buyer elects not to close on the sale of the Purchased Right within ten (10) days, Seller shall have the right to immediately terminate the Agreement and retain the down payment identified in Section 3.a. Seller shall provide notice to Buyer of the intent to terminate.

b. Buyer's Termination for Default. Buyer may terminate this Agreement for material default by Seller. In the event of such default, Buyer shall provide a written demand to Seller and provide Seller with thirty (30) days to cure. If Seller fails to cure, Buyer may terminate this Agreement upon written notice to Seller.

c. Buyer's Remedy on Default. If Seller breaches this Agreement, Buyer's remedy for Seller's default, other than any default resulting from IDWR's reduction or rejection of the transfer application, shall be limited to: 1) ten percent (10%) of the total Purchase Price which equals _____ dollars (_____); 2) plus the return of the down payment (_____) identified in Section 3.a.

d. Seller's Termination for Default. Seller may terminate this Agreement for material default by Buyer. In the event of such default, Seller shall provide a written demand to Buyer and provide Buyer with thirty (30) days to cure.

e. Seller's Remedy on Default. If Buyer breaches this Agreement, Seller's remedy for Buyer's default, other than any default resulting from IDWR's reduction or rejection of the transfer application, shall be limited to: 1) the right to request IDWR to rescind the transfer; 2) plus the retention of the down payment (_____) identified in Section 3.a.

10. Attorneys' Fees. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing Party shall be entitled to recover all its costs reasonably incurred therein (and on appeal), including reasonable attorneys' fees.

11. Notices. Any notice under this Agreement shall be in writing and be delivered in person, by U.S. Mail, by private courier, or by facsimile. Notice shall be provided to the following:

Seller

Ralph Mellin
c/o Mellin Properties L.P.
4500 North Tumbleweed
Boise, Idaho 83713
Telephone: (208) 322-7500

Buyer

Shawn Mikelson
20755 Rodeo Lane
Wilder, Idaho 83676
Telephone: (208) 880-0420

Seller's Attorney

Travis L. Thompson
Barker Rosholt & Simpson LLP
113 Main Ave. West, Ste. 303
Twin Falls, Idaho 83301-6167
Telephone: (208) 733-0700
Facsimile: (208) 735-2444

Buyer's Representative

Terry Scanlan
SPF Water Engineering LLC
600 East River Park Lane, Ste. 105
Boise, Idaho 83706
Telephone: (208) 383-4140
Facsimile: (208) 383-4156

12. Entire Agreement. This is the entire agreement of Buyer and Seller with respect to matters covered hereby and supercedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller.

13. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.

14. Idaho Law. This agreement shall be governed by the laws of the State of Idaho.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

16. Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

17. Effective Date. The Effective Date of this Agreement shall be the date on which both Buyer and Seller executed this Agreement, if executed on the same day, or the later date, if executed on different days.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

DATED this 24 day of March, 2005

SELLER:

Mellin Properties Limited Partnership

Ralph Mellin
Ralph Mellin, General Partner

STATE OF IDAHO)
) ss.
County of Ada)

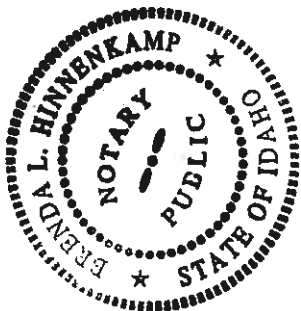
On this 24 day of May, 2005, before me, a Notary Public for said County and State, personally appeared Ralph Mellin, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

CONTRACT FOR SALE OF A WATER RIGHT

Page 7 of 8

Buyer's Initials: S.M.
Seller's Initials: R.M.



Brenda L. Hinnenkamp
NOTARY PUBLIC FOR IDAHO
Residing at: Borai Idaho
My commission expires: 9/2008

DATED this 20th day of April, 2005

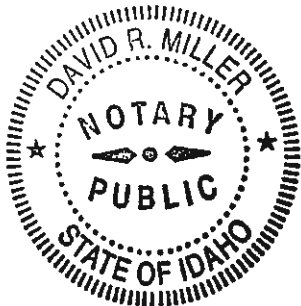
BUYER:

Sh M
Shawn Mikelson

STATE OF Idaho)
) ss.
County of Canyon)

On this 20 day of April, 2005, before me, a Notary Public for said County and State, personally appeared Shawn Mikelson, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



David Miller
NOTARY PUBLIC FOR Idaho
Residing at: Wilder, Id
My commission expires: 6/25/09

EXHIBIT "A"

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-7194 Priority Feb. 7, 1969 Amount 2.38 cfs

THIS IS TO CERTIFY, that RALPH MELLIN
of Kuna, Idaho, has complied with the terms and conditions of Permit
No. 63-7194 issued pursuant to Application for Permit dated February 7, 1969,
and has submitted proof to the Department of Water Resources on July 30, 1975,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.38 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>Nov. 1</u>	<u>2.38</u> cfs and	<u>642</u> acre feet or
	from _____	cfs and	<u>4.5</u> af per acre
	from _____	cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 2.38 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
642 acre feet per year, said waters to be diverted within the SW 1/4 NE 1/4 of Sec. 21,
Twp. 1 N, Rge. 1 W, B. M. in the County of Ada

Description and location of place of use:

Twp.	Range	Sec.	NEW				NWA				SWA				SEA				Totals
			NEW	NWA	SWA	SEA	NEW	NWA	SWA	SEA	NEW	NWA	SWA	SEA	NEW	NWA	SWA	SEA	
1 N	1 W	21	38	31	5	33	40												142.5

Total number of acres irrigated 142.5

A measuring device of a type approved by the Department shall be permanently
maintained as part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 15 day of
November, 19 76.

Director

EXHIBIT “B”

GRANT DEED

THIS INDENTURE, made this ____ day of _____, 2005, between Mellin Properties Limited Partnership, of 4500 North Tumbleweed, Boise, Idaho 83713 ("Grantor"), and Shawn Mikelson, whose address is 20755 Rodeo Lane, Wilder, Idaho 83676 ("Grantee").

WITNESSETH:

The Grantor for and in consideration of _____ dollars _____, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm unto the Grantee, and to the successors and assigns of Grantee forever, the right, title and interest in and to the following portion of Water Right #63-7194:

Quantity: 0.03 cubic feet per second / 9.0 acre feet per year

Acres: 2.0 acres (NENE Section 21, Township 1 North, Range 1 West, Ada County, Idaho)

TO HAVE AND TO HOLD, all and singular the above-mentioned and described portion of Water Right #63-7194, unto the Grantee and to the successors and assigns of Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

MELLIN PROPERTIES L.P.

By: _____
Its: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public for said County and State, personally appeared _____, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same

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

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My commission expires: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2005, before me, a Notary Public for said County and State, personally appeared _____, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

EXHIBIT “C”

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

02/04/2005

WATER RIGHT NO. 63-7194

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MELLIN PROPERTIES LIMITED PARTNERSHIP 4500 N TUMBLWEED BOISE, ID 83713 (208)322-7500

Original Owner	RALPH MELLIN 4500 N TUMBLEWEED BOISE, ID 83713-2500 (208)322-7500
----------------	--

Original Owner	MARION SCHMELZEL RT 1 NEW PLYMOUTH, ID 83655
----------------	--

Priority Date: 02/07/1969
Basis: License
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	2.38 CFS	642 AFA
Total Diversion			2.38 CFS	

Location of Point(s) of Diversion:

GROUND WATER SWNE Sec. 21 Township 01N Range 01W ADA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
01N	01W	21		NENE	38		NWNE	31.5		SWNE	33		SENE	40

Total Acres: 142.5

Conditions of Approval:

- This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient
1. C18 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.

Remarks:

1. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Dates:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Ralph Mellin
 ADA COUNTY RECORDER
 1120 N. HARRISON

2001 NOV 30 PM 4:55

RECORDED - INDEXED OF

FEE 3 DEPOSIT

101126945

QUITCLAIM DEED

For Value Received the MELLIN FAMILY LIMITED PARTNERSHIP hereby conveys, releases, remises and forever quit claims unto the MELLIN PROPERTIES LIMITED PARTNERSHIP whose address is: 4500 North Tumbleweed Lane, Boise, Idaho 83713-2500, the following described premises situated in Ada County, Idaho:

The NE 1/4 of Section 21, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho, together with all and singular the tenements, hereditaments, improvements, easements and appurtenances there unto belonging or in any ways appertaining, including all water and water rights, ditches and ditch rights owned or used in connection or appearing on the land, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

DATED this 30 day of November, 2001.

Ralph Mellin
 Ralph Mellin, General Partner
 Mellin Family Limited Partnership

STATE OF Idaho)
)ss.
 County of Ada)

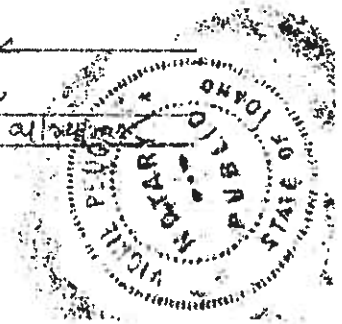
On this 30 day of November 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH MELLIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Vicki Leup
 NOTARY PUBLIC

Residence Boise, Idaho

My Commission Expires 12/31/2004



ADA COUNTY CONSOLIDATED PROPERTY TAX BILL

ADA COUNTY TREASURER -- TAX COLLECTOR FOR TAXING DISTRICTS OF ADA COUNTY

P.O. BOX 2368, BOISE, ID 83701 PH. #(208) 287-6800

REAL PROPERTY TAX BILL

LEGAL DESCRIPTION

NE4

SEC 21 1N 1W

DELINQUENT TAXESPHONE(208)
287-6800 FOR
AMOUNT
INCLUDING
CURRENT LATE
CHARGES AND
INTEREST.

YEAR

PARCEL NUMBER

52221110000

TAX YEAR

CODE AREA

BILL NUMBER

2004

208

863494

Mortgage Company Requesting Your Tax Bill:

PROPERTY ADDRESS: W KUNA CAVE RD

This is a listing of the total amount you pay each taxing district, including bonds, overrides, and certifications if applicable. Please individual taxing districts with questions regarding taxes.

% Levy Change	Name of Taxing District	Taxing District Phone Number	Taxing District Total Levy Amount	Tax Amount By Taxing District
-5.63	SCHOOL DIST. 136J	495-1141	.0039435	519.13
3.59	SCHOOL #136J BOND	495-1141	.0027359	221.06
2.13	ADA COUNTY	287-7000	.0028597	231.05
-0.99	KUNA FIRE	922-1144	.0009967	80.53
-11.55	KUNA FIRE BOND	922-1144	.0001463	11.93
2.08	ADA COUNTY HIGHWA	387-6120	.0010324	83.42
0.22	EMERGENCY MEDICAL	287-2950	.0001227	9.92
6.23	PEST EXTERMINATION	888 2316	.0001107	8.94
Total			.011955882	966.04

Tax # 393-4156

LESS PRE-ADJUSTMENTS**TOTAL PROPERTY TAX BILLED**

966.04

LESS PRE-PAYMENTS**LESS CIRCUIT BREAKER (SENIOR CITIZEN) EXEMPTION****LESS ADDITIONAL PAYMENTS****ADJUSTMENTS - CHARGES**

966.04

TOTAL TAXES DUE

0.00

CURRENT YEAR PROPERTY TAX	PRIOR YEAR PROPERTY TAX	CURRENT YEAR TAXABLE VALUE	PRIOR YEAR TAXABLE VALUE	ASSESSED VALUE	HOMEOWNERS EXEMPTION
966.04	949.84	80,800	78,900	80,800	0

MELIN PROPERTIES LIMITED PARTNERSHIP
4500 N TUMBLEWEED LN
BOISE ID 83713-2500**DUE DATE: Dec 20, 2004**



RECEIVED

June 14, 2005

JUN 16 2005

WATER RESOURCES
WESTERN REGION

Steve Lester
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Subject: Application for Permit – Shawn Mikelson

Dear Mr. Lester,

Enclosed on behalf of Shawn Mikelson is an Application for Permit, and accompanying Request to Process. The applicant proposes a new water right of 0.22 cfs, 6.48 afa, for commercial use specifically including a truck washout and dust control for an existing feedlot operation near Wilder, Idaho. The applicant proposes to mitigate this new appropriation by purchasing and retiring a 2-acre portion of water right #63-7194. The proposed mitigation is based on retiring from irrigation lands with an average annual consumptive use volume of 3.24 afa. This consumptive portion is based on the average irrigation requirement of 987 mm per year from Allen Brockway (1983) Appendix E, using the Swan Falls Power House climate station, and a crop of Alfalfa Hay, which is typically grown on property currently served by 63-7197. A copy of the purchase agreement is included.

A check for \$250 is enclosed to the cover filing fees for this application. Please contact Terry Scanlan or me with any questions or requests for additional information.

Sincerely,

Scott N. King, P.E.
Senior Project Engineer

cc: Shawn Mikelson

File: 338.0010