



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

August 14, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

TODD C MICKELSEN
HILLARY MICKELSEN
411 N 400 W
BLACKFOOT ID 83221

RE: Notice of Change of Ownership for Water Right: 35-7194

Dear Interested Party:

Our letter of June 14, 2007 (copy enclosed) requesting evidence of water right ownership for the above referenced water rights ownership change remain unanswered. Therefore, I am returning the Notice of Change in Water Right Ownership request. Copies of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

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

Sincerely,

A handwritten signature in black ink that reads "Brian Cox". The signature is written in a cursive, flowing style.

Brian Cox
Technical Reviewer

Enclosure

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

RECEIVED
 APR 11 2006
 Department of Water Resources
 Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 35-07194					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25-
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Craig & Patty Goodwin
1624 W 300 N Blackfoot ID, 83221
4. New Owner/Claimant(s) Todd C. Hillary Mickelsen
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 411 N. 400 W.
- City, State and ZIP Code Blackfoot ID, 83221
- New Telephone Number (208) 681-3684
5. Date you acquired the property 4-20-05



First American Title Company

CLOSING ESCROW INSTRUCTIONS PURCHASE

Escrow No.: **102955-B**

Officer: **Lori Day**

Date: **April 20, 2005**

Buyer: **Todd C. Mickelsen and Hillary Mickelsen, husband and wife**

To: **First American Title Company, 168 West Pacific, Blackfoot, ID 83221**

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. 102955-B situated in **Bingham County, Idaho** for a total consideration of **\$300,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit

\$-0-

Balance of Sales Price in the amount of

**\$100,000.00 Seller Carryback, \$117,000.00 Assumption
Balance and \$83,000.00 Lender Proceeds**

(closing costs and/or fees are additional)

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

Craig D. Goodwin and Patty V. Goodwin, husband and wife

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS EAGLE **\$n/a**

LENDERS EAGLE **\$n/a**

OWNERS STANDARD **\$300,000.00**

OWNERS EXTENDED **\$n/a**

LENDERS STANDARD **\$200,000.00**

LENDERS EXTENDED **\$n/a**

on the property described on attached Order No.: **102955-B**

Showing title vested in: **Todd C. Mickelsen and Hillary Mickelsen, husband and wife**

Subject to:

1. Paragraphs **1-11, 13 & 14** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **102955-B**, dated **November 08, 2004**, Revision No. **2nd**, a copy of which is attached hereto.

2. Additional documents creating exceptions that will be recorded at the time of closing:

Assumption Agreement with Farm Service Agency, Mortgage with Farm Service Agency, Mortgage with Craig D Goodwin and Patty V Goodwin, UCC Financing Statement with Farm Service Agency.

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

Buyers Initials: TM. HM

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated Approved and Accepted 4/20/2005 and addendums dated n/a, have been either satisfied or negotiated outside of this escrow.

Seller initials: CG P.S.

Buyer initials: IM HM

PRORATE AND/OR ADJUST THE FOLLOWING AS OF 04/20/2005
-CHECK THOSE WHICH APPLY-

- x 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: [x] Real Property 2005 [] Mobile Home [] Personal Property
- _____ 2. Rents/Security Deposits
- _____ 3. Condo or Homeowner's Association Dues
- _____ 4. City Water/Sewer
- _____ 5. City/County SID's (State Specific)
- _____ 6. Other

Seller initials: CG P.S.

Buyer initials: IM HM

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: CG P.S.

Buyer initials: IM HM

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller initials: CG P.S.

Buyer initials: IM HM

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

LEGAL ADVICE

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated as "First American Title Company") is not licensed to practice law and no legal advice has been offered by First American Title Company or any of its employees. I have been further informed that First American Title Company is acting only as escrow agent and that it is forbidden by law from offering advice to any party regarding the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American Title Company to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal council of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by First American Title Company, have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at my direction or request.

PERSONAL PROPERTY TAXES

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires First American Title Company to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES/ELECTRONIC DOCUMENT DELIVERY

In the event Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct First American Title Company to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. Seller and Buyer acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

AMENDMENTS TO ESCROW INSTRUCTIONS

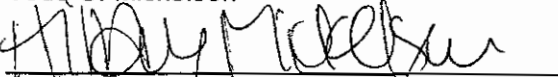
Any amendments of and/or supplements to any instructions must be in writing. If any "Earnest Money Agreements," "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Dated: April 20, 2005

BUYER(S):


Todd C. Mickelsen

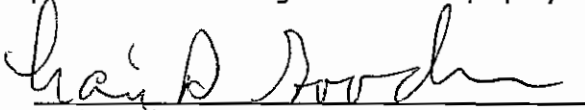

Hillary Mickelsen

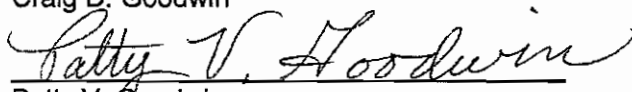
Address:

**411 North 400 West
Blackfoot, ID 83221**

SELLER(S): Craig D. Goodwin and Patty V. Goodwin

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.


Craig D. Goodwin


Patty V. Goodwin

Address:
1624 West 300 North
Blackfoot, ID 83221

**SECOND COMMITMENT
SCHEDULE A**

1. Commitment Date : **November 08, 2004 at 7:30 A.M.**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Owner's Policy	<i>300,000.00</i>	<i>1205.00</i>
Standard Owner's Policy (10/17/92) Form 1402-92	~~\$ 200,000.00~~	~~\$ 905.00~~
with applied credit of		\$ None
Proposed Insured:		
Todd C. Mickelsen and Hillary Mickelsen		
Loan Policy		
Standard Loan Policy (10-17-92) Form 1056-92	\$ 200,000.00	\$ 75.00
with applied credit of		\$ None
Proposed Insured:		
Farm Service Agency, its successors and/or assigns as their respective interests may appear.		
Endorsements:		\$

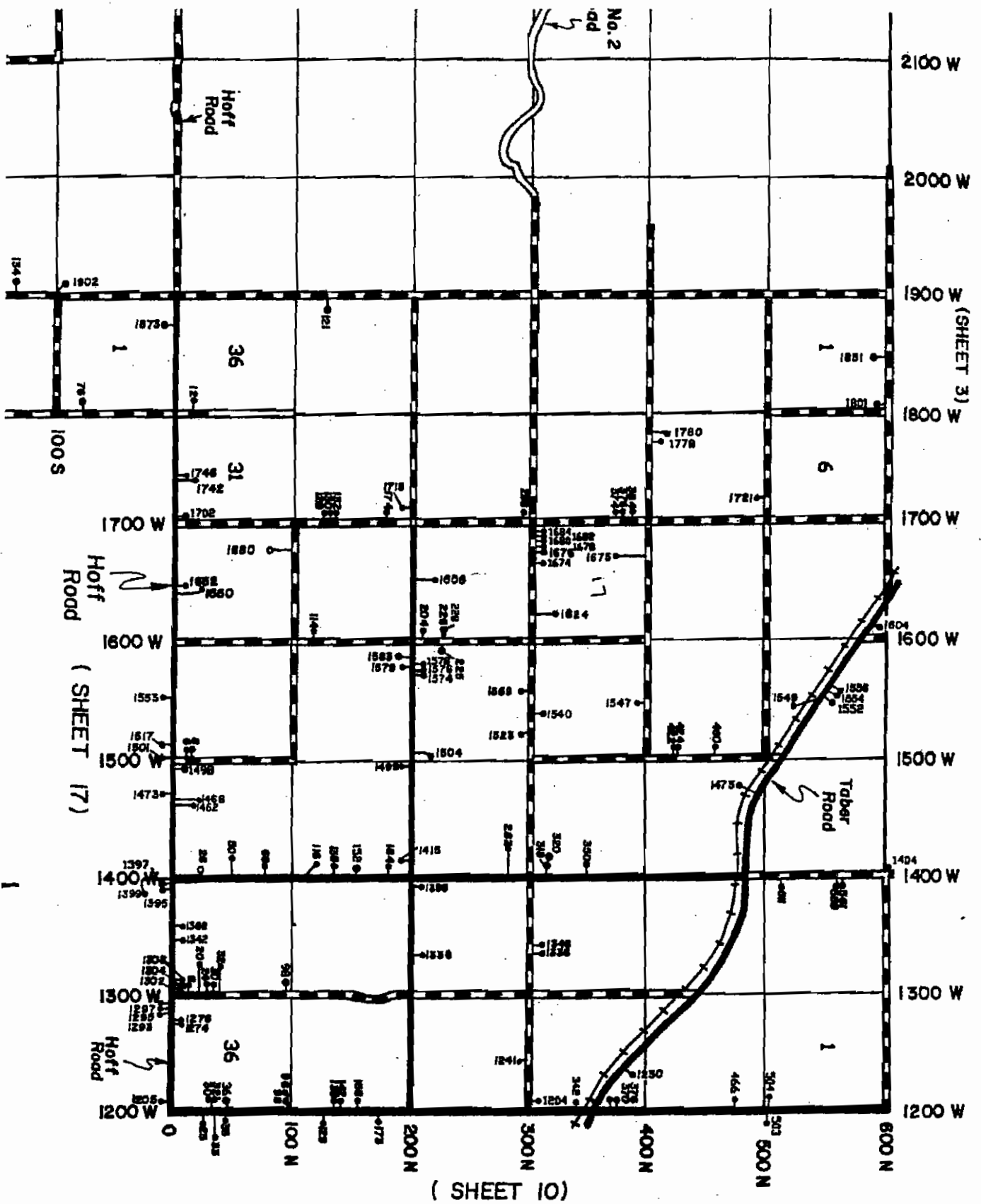
3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

Craig D. Goodwin and Patty V. Goodwin, husband and wife

4. The land referred to in this Commitment is described as follows:

**TOWNSHIP 2 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 17: E½ EXCEPTING THEREFROM the following described parcel:
Beginning at the SE corner of Section 17; thence West along the South line of Section 17, a distance of 1,384.15 feet; thence North 0°48'45" East a distance of 388.68 feet; thence North 40°22'01" East a distance of 76.22 feet; thence North 5°41'46" West a distance of 15.74 feet; thence North 87°04'41" West a distance of 18.36 feet; thence North 1°01'48" East a distance of 583.97 feet; thence East a distance of 100 feet; thence South 26°30'26" East a distance of 1122.78 feet; thence North 45°00'00" East a distance of 1043.09 feet, more or less, to the East line of Section 17; thence South along the East line of Section 17, a distance of 780.00 feet to the point of beginning.**

Commonly known as: 1624 West 300 North,
Blackfoot, Idaho 83221





First American Title Company

TAX AGREEMENT

Date: **April 20, 2005**

File No.: **102955-B (1d)**

Property: **1624 West 300 North, Blackfoot, ID 83221**

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that First American Title Company, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Bingham Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND FIRST AMERICAN TITLE COMPANY DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

Further, Buyer and Seller herein agrees to hold First American Title Company harmless from any loss, liability, or responsibility in the event the prorated tax figures are based on a Homeowner's Tax Exemption, (I.C. 63-105DD), do or do not apply for the year in which the sale occurs. It is agreed that it is the buyer's responsibility to investigate the status of and qualify for the Homeowner's Tax Exemption as it may apply to the property being purchased.

Dated: 20th day of April, 2005

Craig D. Goodwin
Craig D. Goodwin

Patty V. Goodwin
Patty V. Goodwin

Todd C. Mickelsen
Todd C. Mickelsen

Hillary Mickelsen
Hillary Mickelsen

2005 Estimated Real Property Tax(es) for Parcel No. RP0119800
Tax Amount \$686.82