

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: A47-07080
Date Received: 1/11/1989
Receipt No: M002531
Received By: *QC RB*

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: MZGA 208-735-8890
Address: 158 BLAKE STREET NORTH
TWIN FALLS ID 83301
2. Date of Priority: SEP 24, 1969
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|------------|
| 16S | 17E | 30 | NE | SW | NE | | TWIN FALLS |
5. Description of diverting works:
WELL
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| INDUSTRIAL | 01/01 | 12/31 | 0.025 | | |
| DOMESTIC | 01/01 | 12/31 | 0.025 | | |
7. Total Quantity Appropriated is:
0.025 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
I/HEATING CABINS & GREENHOUSE.
10. Place of Use:
- | Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 16S | 17E | 30 | SW | NE | | INDUST | |
| | | | SW | NE | | DOMEST | |

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE CLAIMANT CLAIMS THE POD & POU FOR THIS CLAIM WHERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

OWNERSHIP CHANGE MADE 6/9/97 BY TLB.

15. Basis of Claim: LICENSE



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

JUN 11, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MZGA

158 BLAKE STREET NORTH
TWIN FALLS ID 83301

RE: SRBA CLAIM(S): A47-04004, 07080, & 02455A
CALVARY CHAPEL

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S), WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THESE COPIES ARE FOR YOUR RECORDS.** PLEASE REVIEW THESE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

A handwritten signature in cursive script that reads "Tara L. Backlund".

TARA L. BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/tlb
ENCLOSURES

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 23 1996

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right Number(s) A 47-07080
Adjudication Claim Number(s) _____

2. 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 on file with the county.)

OR

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

3. Name and Address of Former Owner/Claimant(s) CALVARY CHAPEL

P.O. BOX 271, TWIN FALLS, ID 83301

4. New Owner/Claimant(s) MZGA

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address 158 BLAKE STREET NORTH

City, State and ZIP Code TWIN FALLS ID 83301

New Telephone Number (208) 735-8890

5. Date you acquired the property 4/15/96

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) [Signature] Date 9/23/96

Date _____

(Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



**FIRST
FEDERAL
SAVINGS BANK**

November 7, 1996

NOV 12 1996

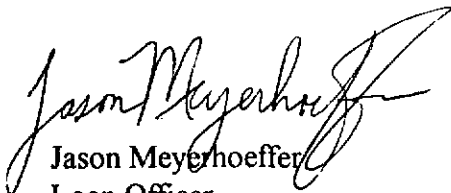
Department of Water Resources

Idaho Department of Water Resources
222 Shoshone Ave. E
Twin Falls, ID 83301

Attn: Trish

Please be advised that with regards to Magic Hot Springs, Twin Falls County, owned by MZGA, L.L.C. (formerly owned by Calvary Chapel), First Federal Savings Bank is the lender and lienholder. In addition, First Federal Savings Bank has taken an assignment of all water rights and adjudication claims appurtenant to the above mentioned property.

Sincerely,


Jason Meyerhoeffer
Loan Officer

GERALD R. BOWDEN, ASSESSOR
TWIN FALLS COUNTY
P.O. BOX 265
TWIN FALLS, ID 83303-0265

ADDRESS CORRECTION REQUESTED

IMPORTANT NOTICE-PLEASE READ

PARCEL NO. RP 16S17E300600 A
PAGE 1 OF 1
TAX CODE 52-00

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
5 DRY GRAZING	145.780 AC	1,968
13 RURAL COM TR	5.000 AC	8,438
19 WASTE	2.020 AC	9,350
32 RURAL IMP ON AG		7,510
35 BLDG COM TR		
	152.800	27,266*

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
TWIN FALLS, ID 83301
PERMIT NO. 5

1996
TAXPAYER'S
VALUATION

ASSESSMENT NOTICE

TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT
IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE
JUNE 24, 1996

PROPERTY ADDRESS

PREVIOUS NUMBER RP16S17E300600A

Mail To:

SEC 30 T 16 R 17
W1/2 NE EXC N 3.6A; E1/2 NW
EXC N 3.6A
(63-105B)

MAGIC HOT SPRINGS LTD
% LINDLEY ZANE ET UX
& HUTCHINGS J MIKE ET UX
3627 E 3950 N
KIMBERLY ID 83341

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORD

GERALD R. BOWDEN, ASSESSOR
TWIN FALLS COUNTY
P.O. BOX 265
TWIN FALLS, ID 83303-0265

ADDRESS CORRECTION REQUESTED

IMPORTANT NOTICE-PLEASE READ

PARCEL NO. RP 16S17E300610 A
PAGE 1 OF 1
TAX CODE 52-00

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
5 DRY GRAZING	7.200 AC	98
	7.200	98*

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
TWIN FALLS, ID 83301
PERMIT NO. 5

1996
TAXPAYER'S
VALUATION

ASSESSMENT NOTICE

TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT
IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE
JUNE 24, 1996

PROPERTY ADDRESS

PREVIOUS NUMBER RP16S17E300610A

Mail To:

SEC 30 T 16 R 17
NW 3.6A OF W1/2 NE; NE 3.6A OF
E1/2 NW
(63-105B)

MAGIC HOT SPRINGS LTD
% LINDLEY ZANE ET UX
& HUTCHINGS J MIKE ET UX
3627 E 3950 N
KIMBERLY ID 83341

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORD

COPY

TWIN FALLS COUNTY, IDAHO
RECORDED FOR:

TITLEFACT, Inc.

1996 AUG 29 P 2:30

19960151871

39060

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 3.00 DEPUTY: S/W

**** SPACE ABOVE FOR RECORDER ****

QUITCLAIM DEED

For Value Received ZANE LINDLEY AND SARA JOHNSON, husband and wife AND J. MIKE HUTCHINGS AND DIANE S. HUTCHINGS, husband and wife, does hereby convey, remise and forever quit claim unto MZGA, L.L.C., an Idaho Limited Liability Company, whose address is: 158 BLAKE ST NORTH, TWIN FALLS, ID 83304, the following described premises, to-wit:

Township 16 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 30: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way -

together with their appurtenances.

Dated: August 28, 1996

Lane Lindley
ZANE LINDLEY

Sara Johnson
SARA JOHNSON

James M. Hutchings
J. MIKE HUTCHINGS

Diane S. Hutchings
DIANE S. HUTCHINGS

STATE OF IDAHO
County of Twin Falls

On this 29th day of August, 1996, before me, a Notary Public in and for said State, personally appeared ZANE LINDLEY AND SARA JOHNSON, husband and wife AND J. MIKE HUTCHINGS AND DIANE S. HUTCHINGS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Marta R. Longene
Notary Public for Idaho
Residing in: Buhl
Commission Expires: 9-8-97





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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JUNE 19, 1997

JASON MEYERHOEFFER
FIRST FEDERAL SAVINGS BANK
PO BOX 249
TWIN FALLS ID 83303

RE: LIENHOLDER FOR MZGA (WATER RIGHTS)

DEAR JASON:

FIRST FEDERAL SAVINGS HAS BEEN ENTERED AS LIENHOLDER FOR MZGA. THIS IS FOR WATER RIGHT CLAIMS A47-02455A, A47-04004, & A47-07080.

I HAVE ENCLOSED PROOFS OF THE THESE CLAIMS. IF YOU HAVE ANY QUESTIONS, PLEASE CALL THIS OFFICE.

SINCERELY,

A handwritten signature in cursive script that reads 'Tara L. Backlund'.

TARA L. BACKLUND
S.R.B.A. RECORDS CLERK

ENCLOSURES

E



**FIRST
FEDERAL
SAVINGS BANK**

June 10, 1997

Tara L. Backlund
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

RECEIVED

JUN 11 1997

Department of Water Resources
Southern Region

RE: Assignment of MZGA Water Rights

A47-02455A + 04004 + 07080

Dear Ms. Backlund,

Please find enclosed a Mortgage dated August 29, 1996 in which MZGA, L.L.C. grants an assignment of the water rights associated with the real property identified in Schedule A to First Federal Savings Bank. Accordingly, First Federal Savings Bank is the lienholder with authorization from MZGA, L.L.C.

Thank you for your assistance in this matter. If you have any questions, please call me at the number below.

Sincerely,


Jason Meyerhoeffel
Loan Officer



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JUNE 9, 1997

JASON MEYERHOEFFER
FIRST FEDERAL SAVINGS BANK
PO BOX 249
TWIN FALLS ID 83303

RE: MZGA WATER RIGHT CLAIMS

DEAR MR. MEYERHOEFFER:

I HAVE RECEIVED THE NOTICE OF OWNERSHIP CHANGE THAT YOU SENT ON NOVEMBER 12, 1996. I COMPLETED THE CHANGE TO MZGA. I CAN'T PUT FIRST FEDERAL AS LIENHOLDER WITHOUT LEGAL DOCUMENTATION. IT NEEDS TO STATE THAT FIRST FEDERAL AS LIENHOLDER WITH AUTHORIZATION FROM MZGA.

IF YOU COULD SEND ME THE DOCUMENTATION REQUESTED, I WILL FINISH THIS PROCESS. IF YOU HAVE ANY QUESTIONS, CALL ME AT THIS OFFICE.

SINCERELY,

TARA L. BACKLUND
S.R.B.A. RECORDS CLERK



MORTGAGE

39060 ^{MM} ML			
BORROWER		MORTGAGOR	
MEGA, L.L.C.		MZGA, L.L.C.	
ADDRESS		ADDRESS	
158 BLAKE STREET NORTH TWIN FALLS, ID 83301		158 BLAKE STREET NORTH TWIN FALLS, ID 83301	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
208-734-2322	82-0493151	208-734-2322	82-0493151

1. **GRANT.** Mortgagor hereby mortgages, grants, assigns and conveys to Lender, identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower's and Mortgagor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender, plus all accrued and unpaid interest and all additional amounts owing to Lender under this Mortgage, pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$480,000.00	08/29/96	12/01/11	82-0493151	1-700227-0

(b) ☒ If checked, all other present or future, written or oral, agreements between Borrower or Mortgagor and Lender (whether incurred for the same or different purposes than the foregoing);

(c) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. **FUTURE ADVANCES AND EXPENSES.** This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or made at the option of Lender or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$ 480,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by or described in this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future advances made by Lender to Borrower or Mortgagor under this future advance clause.

4. **CONSTRUCTION PURPOSE.** ☒ If checked, this Mortgage secures an indebtedness for construction purposes.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage; and

(g) Mortgagor is the owner of the Property and there are no defenses or offsets to this Mortgage.

6. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER OR MORTGAGOR.** On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law. At Lender's request, Mortgagor shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

7. **INQUIRES AND NOTIFICATION TO THIRD PARTIES.** Mortgagor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Mortgagor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

21. DEFAULT. Mortgagor shall be in default of this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
- (c) allows the Property to be damaged or destroyed in any material respect; lost or stolen, or subjected to seizure or confiscation;
- (d) seeks to revoke, terminate or otherwise limit its liability under any debt instrument or guaranty to Lender;
- (e) becomes insolvent, makes an assignment for the benefit of creditors, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower, or any guarantor is named or has property taken under any writ or process of court;
- (f) allows the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal; or
- (g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
- (h) causes Lender to deem itself insecure due to a significant decline in the value of the Property.

22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Mortgagor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Mortgagor and Lender;
- (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (e) to take immediate possession, management and control of the Property without seeking appointment of a receiver;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Mortgagor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (g) to foreclose this Mortgage;
- (h) to set-off the Obligations against any amounts held by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required.

23. APPOINTMENT OF RECEIVER. Lender in any action to foreclose this Mortgage shall be entitled, without notice and as a matter of right and without regard to the adequacy of any security of the indebtedness or the solvency of Mortgagor, upon application to any court having jurisdiction, to the appointment of a receiver of the rents, income and profits of the mortgaged Property. Upon and following a default, as a matter of right and without regard to the adequacy of any security for the Obligations, Mortgagor, upon demand of Lender, shall surrender the possession of, and it shall be lawful for Lender, by such officer or agent as it may appoint, to take possession, of all or any part of the mortgaged Property together with the books, papers, and accounts of the Mortgagor pertaining thereto, and to hold, operate and manage the same, and from time to time to make all needed repairs and improvements as Lender shall deem wise; and, if Lender deems it necessary or desirable, to complete construction and equipping of any improvements and in the course of such construction or equipping to make such changes to the same as it may deem desirable; and Lender may sell the mortgaged Property or any part thereof, or institute proceedings for the complete or partial foreclosure of the lien of this Mortgage on the mortgaged Property, or lease the Property or any part thereof in the name and for the account of Lender and collect, receive and sequester the rents, revenues, earnings, income, products and profits therefrom, and out of the same and any other monies received hereunder pay or provide for the payment of, all proper costs and expenses of taking, holding, leasing, selling and managing the same, including reasonable compensation to Lender, its agents and counsel, and any charges Lender hereunder, and any taxes and other charges prior to the lien of this Mortgage which Lender may deem it wise to pay.

24. WAIVER OF HOMESTEAD AND OTHER EXEMPTIONS. Mortgagor hereby waives all homestead or other exemptions to which Mortgagor would otherwise be entitled under any applicable law.

25. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in accordance with applicable statutes regarding foreclosure sales.

26. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Mortgagor shall immediately reimburse Lender for all amounts and costs (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Mortgagor or in an action to enforce any right or remedy of Lender under this Mortgage, including, but not limited to, any foreclosure proceedings, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

27. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

28. COLLECTION COSTS. Mortgagor agrees to pay to Lender, to the extent permitted by law, all costs and expenses incurred in collecting any amount due or enforcing any right or remedy under this Mortgage, including reasonable attorneys' fees (including representation in any bankruptcy proceedings) and collection costs.

29. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all Instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

30. RELEASES. Lender may, at its option, release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. Mortgagor shall be responsible for payment of all costs of any release, including recording fees.

31. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Should any agreement be hereafter entered into modifying or changing the terms of this Mortgage or the Obligations secured hereby in any manner the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien. Lender may perform any of Mortgagor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, third party or any of its rights against any Mortgagor, third party or any of the Property.

32. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

33. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and, in the case of any other means of delivery, such notice shall be deemed given when received by the person to whom such notice is being given.

34. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

35. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Mortgagor consents to the jurisdiction and venue of any court located in such state.

36. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage and any related documents represent the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions of those documents.

37. JURY TRIAL WAIVER. MORTGAGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE OR THE PROPERTY SECURING THIS MORTGAGE.

STATE OF IDAHO
County of Twin Falls

On this 29TH day of August, 1996, before me, a Notary Public in and for said State, personally appeared J. MICHAEL HUTCHINGS* AND SARA L. JOHNSON, M.D., known or identified to me to be members of the limited liability company of MZGA, L.L.C., and the members who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that they executed the same in said limited liability company name.

* also known as JAMES M. HUTCHINGS

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Marta R. Lemoine
Notary Public for Idaho
Residing in Buhl
Commission Expires 9-8-99

Commission expires:

CORPORATE NOTARY

STATE OF IDAHO

County of _____) ss.

On this _____ day of _____, before me, the undersigned notary public in and for said state, personally appeared _____, known or identified to me to be the _____,

and the _____, of _____, the corporation that executed the within instrument or the person who executed the same on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at:

Commission expires:

SCHEDULE A

The street address of the Property (if applicable) is: **158 BLAKE STREET NORTH
TWIN FALLS, ID 83301**

The legal description of the Property is:

**TOWNSHIP 16 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
SECTION 30: W1/2 NE 1/4; E1/2 NW1/4
SUBJECT TO: TWIN FALLS COUNTY HIGHWAY RIGHT OF WAY.**

TWIN FALLS COUNTY, IDAHO
RECORDED FOR:

1996 OCT -1 A 11:08

ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 15.00 DEPUTY: *UF*

TITLEFACT, Inc.

19960170101

SCHEDULE B

TWIN FALLS COUNTY, IDAHO
RECORDED FOR:

1996 AUG 29 P 2:35

ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 15.00 DEPUTY: *Shp*

TITLEFACT, Inc.

19960151681

This instrument was prepared by: **L. GAITAN**

After recording return to Lender.

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: **A47-07080**
Date Received: 1/11/1989
Receipt No: M002531
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CALVARY CHAPEL
Address: P.O. BOX 271
TWIN FALLS, ID 83301 208-733-3133

2. Date of Priority: SEP 24, 1969

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16S	17E	30	NE	SW	NE		TWIN FALLS

5. Description of diverting works:
WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
INDUSTRIAL	01/01	12/31	0.025		
DOMESTIC	01/01	12/31	0.025		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
I/HEATING CABINS & GREENHOUSE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16S	17E	30	SW	NE		INDUST	
			SW	NE		DOMEST	

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE CLAIMANT CLAIMS THE POD & POU FOR THIS CLAIM WHERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

15. Basis of Claim: LICENSE

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 Organizations:

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

Signature of Authorized Agent

Title and Organization

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 _____

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

[] Water Right Number(s): A47-02455A, -04004, -07080

[] Name and Address of
Former Claimant: PETE LINIC

P.O. BOX 271

HANSEN ID 83334

[] New Claimant(s): CALVARY CHAPEL

P.O. BOX 271, TWIN FALLS 83301

[] New Mailing Address: _____

New Telephone Number: () _____

[] Does the change in ownership result in a splitting of the
water right claimed? yes / no

If yes, then describe the portion of the water right that is
now claimed by the new owner:

[] Attach proof of ownership

Describe proof attached: DEED

[] Signature of New Claimant(s): Mike Hester for Calvary Chapel

Date: 12/26/90

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 12/26/90 By: lw

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

Pete Linic
original owner

MICROFILMED

MAR 11 1993

980309

DEC 21 1990

Calvary Chapel
3/12

For \$ 1.500 return to

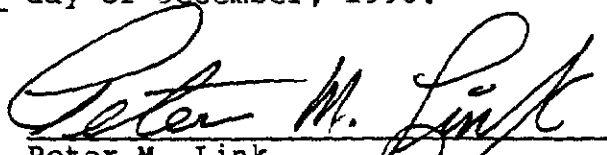
DEED OF GIFT

Grantor, Peter M. Link, a single man, of Twin Falls County, Idaho for and in consideration of the regard he holds for the Grantee, Calvary Chapel of Twin Falls, Inc. an Idaho nonprofit corporation, does give, grant, and convey to Grantee, Calvary Chapel of Twin Falls, Inc. an Idaho nonprofit corporation whose current address is 241 Main Avenue West, P.O. Box 271, Twin Falls, Idaho 83303 the following described real estate situated in Twin Falls County, Idaho, to wit:

The West half of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 30, Township 16 South, Range 17 E.B.M. including all water rights, permits, appurtenant power rights, mineral rights, geothermal rights, grazing rights, dwellings, buildings, outbuildings appurtenant thereto in which grantor has an interest therein.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

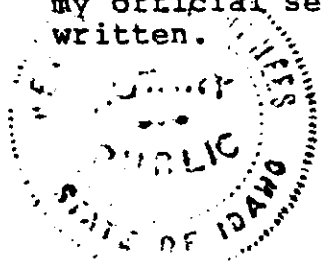
IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this 20 day of December, 1990.

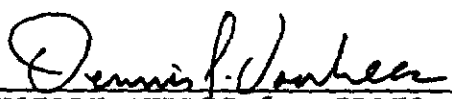

Peter M. Link
Grantor

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 20th day of December, 1990, before me, the undersigned, a Notary Public for Idaho, personally appeared PETER M. LINK, known to me to be the person whose name is subscribed to in 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.




NOTARY PUBLIC for IDAHO
Residing at Twin Falls
My Com. Exp. 4-22-94
MICROFILMED
MAR 11 1993

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: A47-07080
Date Received: 1/11/1989
Receipt No: M002531
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PETE LINK 208-423-5206
Address: P.O. BOX 271
HANSEN, ID 83334

2. Date of Priority: SEP 24, 1969

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	17E	30	NE	SW	NE		TWIN FALLS

5. Description of diverting works:
WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
INDUSTRIAL	01/01	12/31	0.025		
DOMESTIC	01/01	12/31	0.025		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
I/HEATING CABINS & GREENHOUSE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
16S	17E	30	SW	NE		INDUST	
			SW	NE		DOMEST	

A47-07080

Page 1

Date: 01/11/89

MICROFILMED
MAR 11 1993

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE CLAIMANT CLAIMS THE POD & POU FOR THIS CLAIM WHERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

15. Basis of Claim: LICENSE

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):

Pete Link

Date:

Jan 11, 1989

Date:

State of Idaho)

County of *Twin Falls*)

SS.

Subscribed and sworn (or affirmed) before me this *11th* day

of *Jan* 19 *89*

Seal

Melvin Gene Gibson
Notary Public

Melvin Gene Gibson, Notary Public
Residing at Boise, Idaho

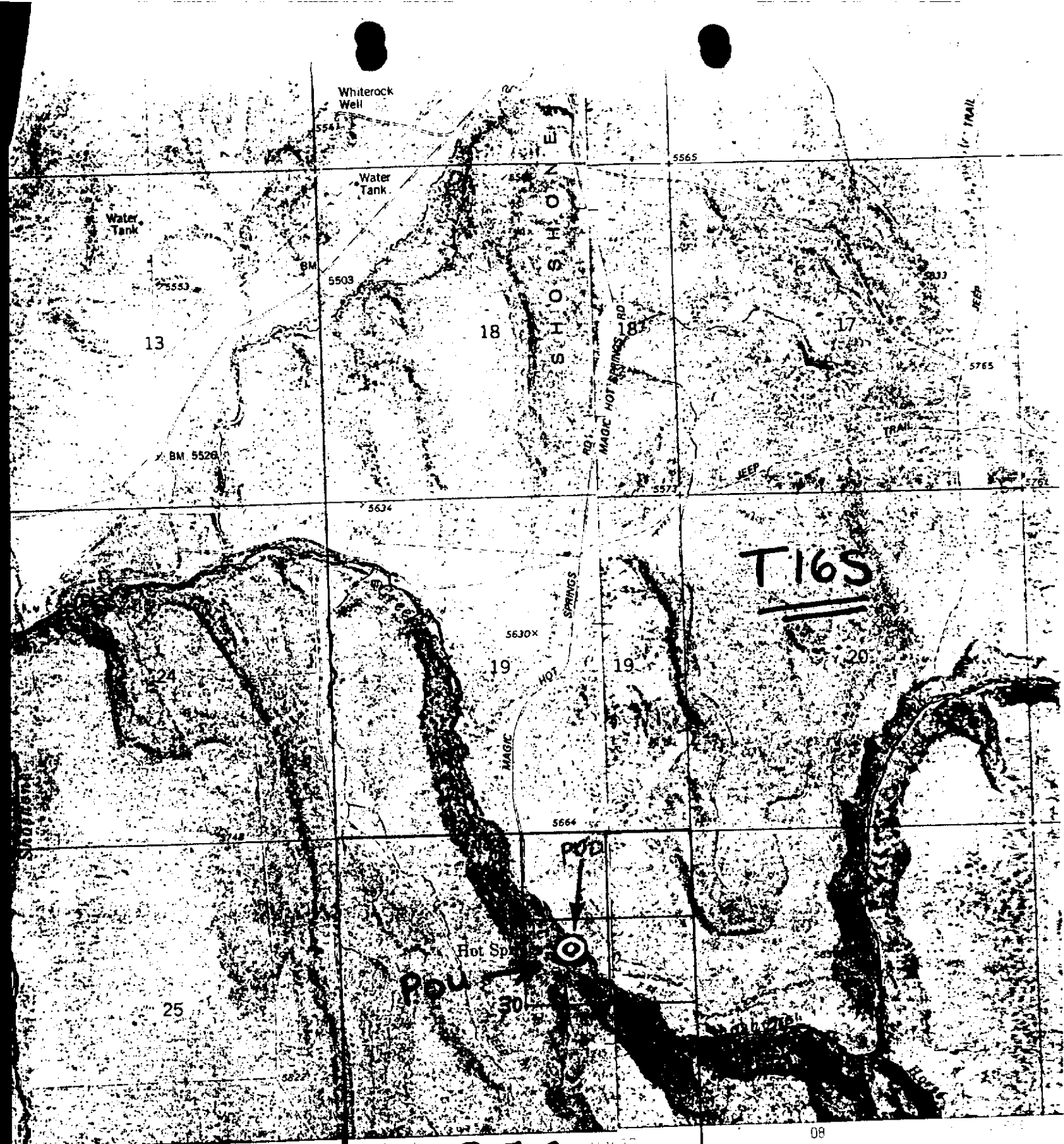
Residing at My Commission Expires September 2, 1994

My Commission Expires _____

T16S R17E SECTION 30 NESW NE



MICROFILMED
MAR 11 1993



R16E

R17E

CLAIM A47-07080 INIT SCU
 T. R. S. Q/Q 7/3/17
 P/D 16S 17E 30 NESWNE
 PHOTO DD 72 OPQ + DD73
 DT.&ID. 8/20/1976

DD72

MAGIC HOT SPRINGS, IDAHO

Produced by the Geological Survey
 in cooperation with the Soil Conservation Service

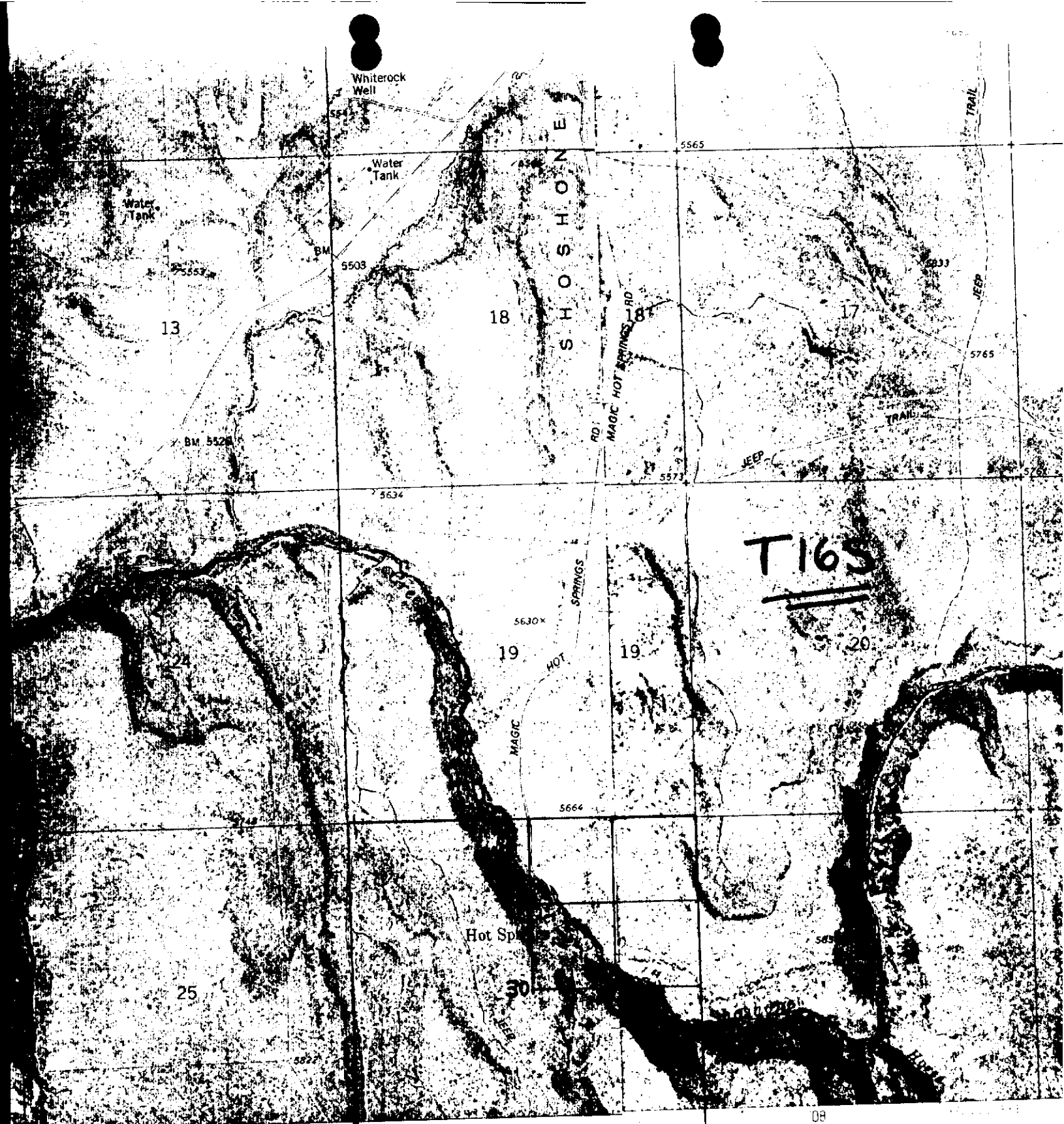
Aerial photograph prepared from 1:78,000-scale
 aerial photographs taken August 20, 1976

Projection and 10,000-foot grid ticks. Idaho coordinate
 system, central zone (transverse Mercator)

1000-meter Universal Transverse Mercator grid ticks.
 Zone 11 1927 North American datum

Aerial images transformed by scanning techniques
 which may produce double or mismatched images.
 Use the main image positions for map point

DD73



R16E

R17E

MASTER
PHOTO

CLAIM A47-07080 INIT SL
T. R. S. Q/Q 7/3/77
P/D DD72 OPQ + DD73
PHOTO DD72 OPQ + DD73
DT.&ID. 8/20/1976

DD72

MAGIC HOT SPRINGS, IDAHO

Produced by the Geological Survey
in cooperation with the Soil Conservation Service

Aerial photograph prepared from 1:78,000-scale
aerial photographs taken August 20, 1976
Projection and 10,000-foot grid ticks: Idaho coordinate
system, central zone (transverse Mercator)
1000 meter Universal Transverse Mercator grid ticks,
zone 11 - 1927 North American datum

Photomaps transformed by scanning techniques
which may produce double or mismatched images.
Use the mean of image positions for map point.

DD73



6-5-96 SC

Field notes: Magic Hot Springs 11:10 Am
- clear sky

GPS of artesian well site - @ well casing
R060516A

Tag# A0002728

As per Gary Burkette,
- Well is 170' deep
observed small flow, 1-2 gpm

GPS of Dam site at small headgate opening
R060516B

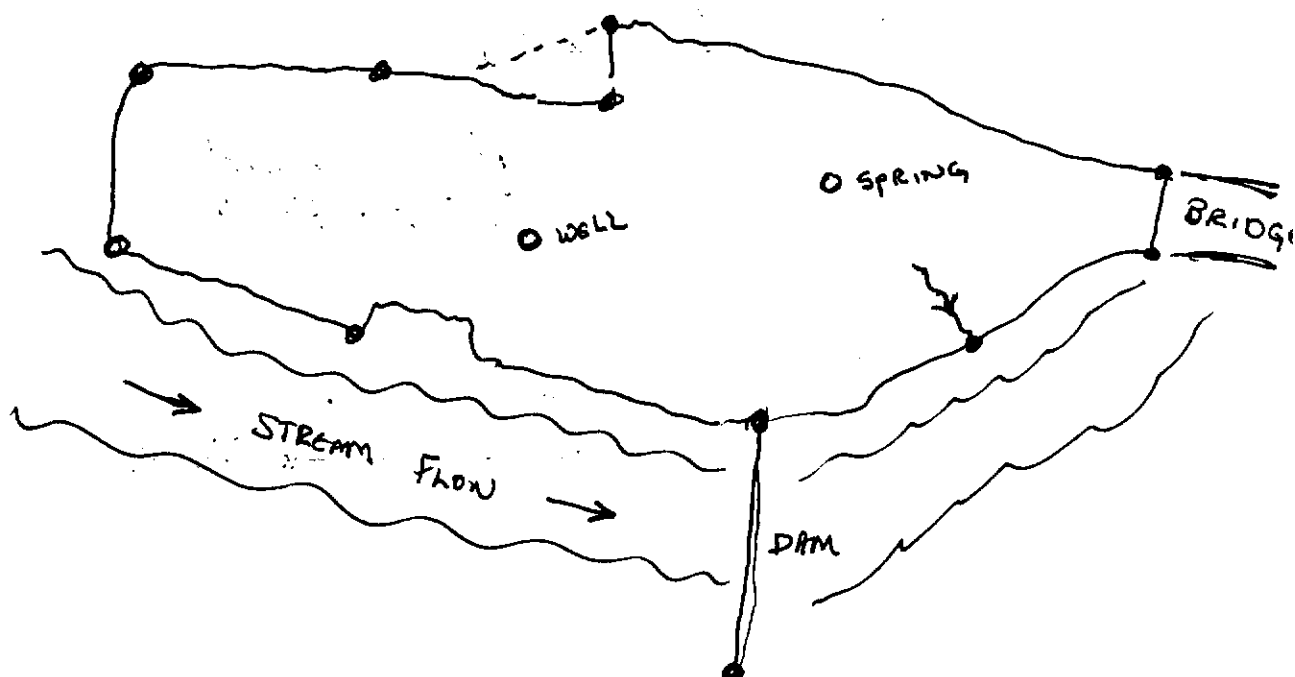
Tag# A0002729

GPS of Main Spring - south end of open
R060516C Concrete Box
(Tag 40' from GPS site.)

GPS of perimeter of area
R060516D

Tag# A0002730

(Tag on East side of
Concrete Box)



A47-07080

Hydro power site is observed in severe
disrepair. no signs of any generation
capability.

Well test : @ 11:40 am
100° F
70 gpm
pumped down to 55'
pump at 110' from top of casing

@ 12:30
100° F
25 gpm
H₂O pumping level 60'

Holding Steady —

→ get survey map of exist structures
from Gary Burkette

EHM ENGINEERS
734-4888

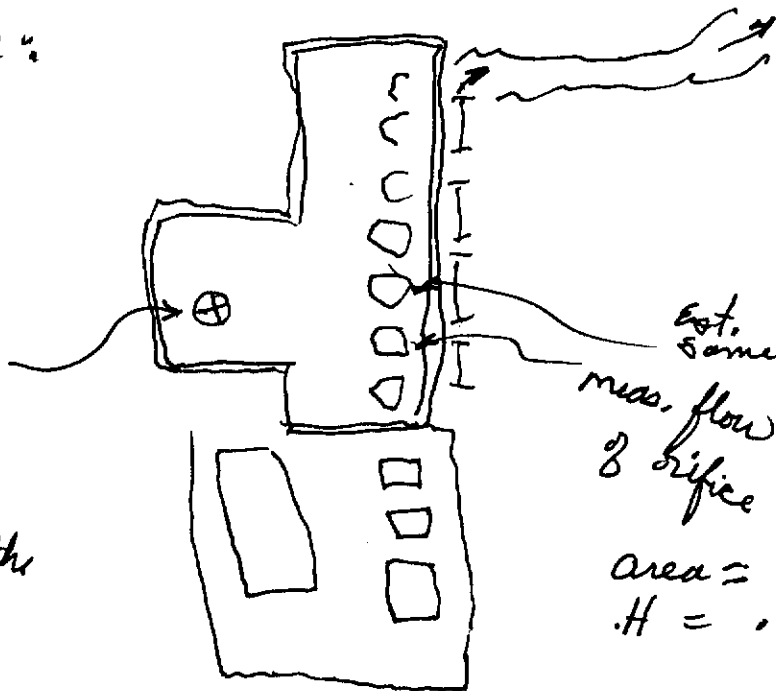
Floyd Lilly Pump Co.
— performed pump TEST.

A47-07080

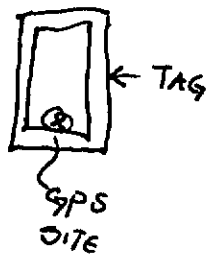
6-5-96 Magic Hot Springs

Bath house:

I believe
a spring
rises in this
bath house
separate from the
Main Spring
A0002730



Est. same flow as below
meas. flow
3 orifice
area = .1 x .4
.H = .9



A47-07080

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:30:12
06/04/96

PAGE: 12
QUICKLOOK INFORMATION

50
CLAIM NUMBER: A47-07080

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE			6/5/96 SCW	N	SCW 7/15/97	SCW 7/15/97	SCW 7/15/97	
POINT OF DIV			/	N	/	/	/	
SOURCE		N						
PLACE OF USE		N						
DIV. AMOUNT CFS/VOLUME		N						
CONSUMPTIVE USE		(Y) <i>nd</i>						
PURPOSES OF USE		N/A						
PERIOD OF USE		N						
BASIS OF CLAIM		N						
REMARKS	Y			(Y)				

BARCODE UPDATED
WHOM/DATE

SCW 7/15/97

RR -72

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
☒ ORTHOPHOTOQUAD	DATE OF PHOTO <u>8-20-1976</u> IDWR ID NO. <u>DD72/DD73</u>	Y(☒) N(☐)
☐ TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y(☐) N(☐)
☐ NAPP	DATE OF PHOTO _____ IDWR ID NO. _____	Y(☐) N(☐)
☐ ASCS AERIAL PHOTO	DATE OF PHOTO _____	Y(☐) N(☐)
☐ ASCS COLOR SLIDE	DATE OF PHOTO _____	Y(☐) N(☐)
☐ BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y(☐) N(☐)
☐ TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y(☐) N(☐)
☐ SCS SOIL SURVEY MAP	DATE ISSUED _____	Y(☐) N(☐)
☐ SUBDIVISION PLAT MAP	DATE OF MAP _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
☐ LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
☐ WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
☐ IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
☐ SYSTEM DESCRIPTION	DATE DRAWN _____	_____	_____
☒ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN <u>6-5-96</u>	<u>2</u>	_____
☐ SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
☐ HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
☒ OTHER <u>WELL LOG</u>	DATE <u>?</u>	_____	_____
☒ OTHER <u>FIELD Notes by SDC</u>	DATE <u>6/5/96</u>	<u>3</u>	_____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:35:38
06/04/96
51

PAGE: 13
PROFILE REPORT

CLAIM NUMBER: A47-07080

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CALVARY CHAPEL	09/24/1969	INDUSTRIAL DOMESTIC	01-01 12-31 01-01 12-31	0.02 CFS 0.02 CFS	
TOTAL DIVERSION:					0.02 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T16S R17E S30

NESWNE

TWIN FALLS County

Place of use Legal Description for: INDUSTRIAL

				NE				NW				SW				SE									
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
16S	17E	30	:					I																	

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	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
16S	17E	30	:					D																	

POU County: TWIN FALLS

Non-Irrigation Uses: I/HEATING CABINS & GREENHOUSE.

Other Rights: NONE

Remarks: GEN THE CLAIMANT CLAIMS THE POD & POU FOR THIS CLAIM WHERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

22:30:12
06/04/96

PAGE: 1
GENERAL INFORMATION

39
CLAIM NUMBER: A47-07080

LAST: LINK
ADDRESS: PO BOX 271
CITY: HANSEN
PHONE NUMBER: 208-423-5206

FIRST: PETE

STATE: ID ZIP: 83334

OWNER CODE: O

LAST: CALVARY CHAPEL
ADDRESS: PO BOX 271
CITY: TWIN FALLS
PHONE NUMBER: 208-733-3133

FIRST:

STATE: ID ZIP: 83301

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
Y() N()

CLAIM REMARKS: GEN THE CLAIMANT CLAIMS THE POD & POU FOR THIS CLAIM WHERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: () -

DATE OF FIELD EXAM: __/__/__

APPOINTMENT MADE: Y() N()

TIME: __:__ A() P()

ACCOMPANIED BY: GARY Burkett

PHONE NUMBER: () 734-4888

RELATIONSHIP TO CLAIMANT: test pumping well

DIRECTIONS TO PROPERTY / NOTES:

EHM ENGINEERS

A. AJ CLAIM: # A47-07080 PRIORITY DATE: 09-24-1969 STAGE: L

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(☐) N(☒)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW) Y(☒) N(☐)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(☒) Y(☐) N(☐)

FIELD EXAM COMPLETED N/A(☒) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE N/A(☒) Y(☐) N(☐)

LICENSE ISSUED N/A(☒) Y(☐) N(☐)

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A(☒) Y(☐) N(☐)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(☒) N(☐)

NOTES:

E. POSSIBLE 5 yr NON-USE but EVIDENCE IS NOT AVAILABLE.

RECOMMENDED PRIORITY DATE:

9-24-1969

REVIEWED BY

su

DATE

7/15/97

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A47-07080	16S 17E	30	NE	SW	NE			TWIN FALLS		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A47-02455A NONE
A47-04004

WR RECORDS IN SAME 40 ACRE TRACT
47-04004

SOURCE: GROUNDWATER

TRIB:

NOTES:

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (✓)

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
16S	17E	30	NE	SW	NE			TWIN FALLS	GPS TAG # A000 2728	

SOURCE:

TRIB:

REVIEWED BY: DATE:

SYSTEM DESCRIPTION: DESCRIBED BELOW (✓), SEE LICENSE FILE (✓), OR SEE ATTACHMENT ()

AT THE TIME OF EXAM (6-5-96) THIS WELL WAS NOT IN USE ACCORDING TO LICENSED USES.
NO DIVERSION OF THE WATER IS BEING MADE. WATER IS FREE FLOWING FROM THE WELL CASING.

SW 7/15/97

A. ROOT WATER RIGHT NUMBERS: A47-07080

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
16S	17E	30	SW	NE		CALVARY CHAPEL	A47-07080 /	- /			
16S	17E	30	SW	NE		CALVARY CHAPEL	A47-07080 /	- /			

ADDITIONAL POU FOUND

↓
LICENSED
IN SENW
WHICH IS INCORRECT.

TOTAL ACRES A47-07080

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N(X)

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A47-07080	INDUSTRIAL	CALVARY CHAPEL	FROM 01-01 TO 12-31	0.025 CFS	
A47-07080	DOMESTIC	CALVARY CHAPEL	FROM 01-01 TO 12-31	0.025 CFS	
A47-11668	STOCKWATER	NELSON FARMS	FROM 05-15 TO 10-01	0.090 CFS	
A47-02455A	POWER	CALVARY CHAPEL	FROM 01-01 TO 12-31	17.370 CFS	
A47-04004	RECREATION	CALVARY CHAPEL	FROM 01-01 TO 12-31	3.000 CFS	
A47-04004	COMMERCIAL	CALVARY CHAPEL	FROM 01-01 TO 12-31	3.000 CFS	
A47-04004	INDUSTRIAL	CALVARY CHAPEL	FROM 01-01 TO 12-31	3.000 CFS	

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N(X)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: NONE

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N(☒)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y(☒) N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y(☒) N()

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y(☒) N() → (See p. 2 cvr)

E. Legal Descriptions on the License ARE INCORRECT.
CLAIM HAS LISTED CORRECT LEGALS FOR BOTH POD & POU.
sw 7/15/97

CHECK DOCUMENTS USED TO VERIFY POI: ☒ ORTHOPHOTOQUAD, IDWR NO. DD72/DD73 () TOPOGRAPHIC QUAD, IDWR NO. _____;
() NAPP, IDWR NO. _____; () ASCS PHOTO; () OTHER _____

NOTES:

GPS RECORDS ARE TAKEN ALSO.
They will be processed AT A LATER DATE to CONFIRM.

RECOMMENDATIONS:

TOTAL ACRES: _____

N/A (X)

REVIEWED BY: SM

DATE: 7/15/96

A. AJ CLAIMED USES:

	PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A47-07080	INDUSTRIAL	FROM 01-01 TO 12-31	0.025 CFS	
A47-07080	DOMESTIC	FROM 01-01 TO 12-31	0.025 CFS	
	TOTAL DIVERSION RATE/VOLUME		0.025 CFS	

NOTES:

Questionable use of the INDUSTRIAL USE. This is because the greenhouse has been completely removed from the site. Clear & convincing evidence of the forfeiture of all or part of this right is not available at this time.

SEN 7/15/97

- AJ CLAIM TOTAL DIVERSION RATE: 0.025 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.025 CFS
- A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()
B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A() Y(☒) N()
- * ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.
- C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y(☒) N() → (see previous page)
* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.
- D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y(☒) N()

E. FLOW MEASUREMENT
MEASUREMENT METHOD MANOMETER, SEE ATTACHED CALCULATIONS. — IN FIELD

MEASUREMENTS TAKEN BY FLOYD LILLY PUMP CO. } see field Notes.
6/5/96

15 gpm pumped at 12:30 pm on 6/5/96.

water temp. = 100° F

Water Level steady at 60'.

Pump set at 110'.

15 gpm = 0.167 cfs

Estimate Licensed Amount of 0.025 cfs
is the Flow of the ARTESIAN pressure.

see 7/15/97

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO		REC. DIV RATE CFS		REC. DIV VOL. AF/A		REC. CONS. USE	
			DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
INDUSTRIAL	01-01	12-31	0.025				0.0	
DOMESTIC	01-01	12-31	0.025				0.0	
TOTAL FOR THIS RIGHT			0.025			18.20	0.0	

NON-IRRIGATION USES CLAIMED: I/HEATING CABINS & GREENHOUSE.

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED (X)

REVIEWED BY: SW

DATE: 7/15/97

FLAG: C

STANDARD CONDITIONS (CODE):

C03 - C05

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	(✓)	()
FORFEIT/ABANDON _____	()	(X) — Needs Proof
ADDITIONAL DIV. AMOUNT _____	N/A ()	()

AUTHENTICATION:

SIGNATURE: Steve Clelland DATE: 3/15/97
NAME OF FIELD EXAMINER: STEVE CLELLAND TITLE: SR. Agent

BHAM Engineers, Inc.
ENGINEERS / SURVEYORS / PLANNERS

621 North College Road, Suite 100
Twin Falls, Idaho 83301
Phone: (208) 734-4888
Fax: (208) 734-6049

TO Gary Funderberg
IDWR

☐ FAX TRANSMITTAL
☐ LETTER OF TRANSMITTAL

DATE	7-23-96	JOB NO.
ATTENTION		
RE: Magic Hot Springs		

FAX NO. _____

NO. OF PAGES (INCL. COVER): _____

ORIGINAL TO FOLLOW VIA:

☐ MAIL ☐ OVERNIGHT ☐ NOT SENT

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____

☐ Disk ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples
☐ Record of Survey ☐ Copy of letter ☐ Change Order ☐ Specifications
☐ Check / Amount _____ ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	7-23-96		WELL LOG For Magic Hot Springs

RECEIVED

JUL 24 1996

Department of Water Resources
Southern Region

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 ____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: Found it!

COPY TO: _____
If enclosures are not as noted, kindly notify us at once.

SIGNED: Gary R. Bunker

WELL LOG *Johnnie Kuint*
00424

EUGENE W. WALKER

RECEIVED

JUL 24 1996

Name: *Maggie Hot Springs* Address: *Twin Falls*

Location: $\frac{1}{4}$ SW $\frac{1}{4}$ NE Sec. 30 T 16S R 17E

County: *TWIN FALLS*

Type:

Size: *10 to 170 ft* Date: *22 Oct 1969* New *6 to 7 lb. 5 ft* Old *in PSI*

Depth: *240* Water Level: *Flows* Temp: *103*

Casing Size: *8 in* Thickness: *250* G.P.M. *45*

Casing Length: *170 ft* Surface Complete Drawdown:

Perforated: *yes* Remarks: *Has gate Valve &*

Commented: *yes* *Cap, Casing in Bottom*

Formation: *Need casing to get deeper, mostly pump*
dirty

FORMATIONS

From	To	Kind of Material	Hard	Water	Per.
0	9	Loose Rock & Clay		7 ft	
9	63	Clay - Tan gravel		no	
63	166	Shale - fine gravel		no	
166	170	White clay		no	
170	178	Water 178			
178	181	Dark gray gravel		yes	
181	190	Unknown Rock 100' water		yes	
190	195	Rock believed to be Rhyolite		no	
195	210	" "		no	
210	236	Blue Talc with small gravel			
236	240	Grunk off talc & Rock water 102		yes	

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE

December 23, 1997 2:56pm

CUSTOMER

Dale Arroway

SUBJECT: A47-04004,-02455A,-07080

phone call (.) walk-in (x)

He wanted to know the status of the above claims; Because the data base is down for software update, I copied the claims out of the files. He'll be in after 1 p.m. to pick them up.

I copied the "A" and "R" records and stamped all w/ DRAFT.

All claims are pending the director's report(s) for that basin.

After discussing the above claims w/ SCC and Dale Arroway, it appears Mr. Arroway would like to file an Application for a Water Right for fish propogation. I gave him my card and he will be back at a later date to fill out application for permit.

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. SEE BELOW

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Steve Clelland

November 7, 1995 4:19pm

NAME:
ED SMITH

CAMEIN

RE:
QUESTIONS ON MAGIC HOT SPR.

HE CAME IN TO DISCUSS THE RIGHTS AT MAGIC HOT SPRINGS. I GAVE HIM PROOFS OF THE RIGHTS: A47-04004, A47-02455A, A47-02455 & A47-0780. WE DISCUSSED THE POSSIBLE FORFEITURE OF THIS RIGHT AND WHAT EVIDENCE MAY BE NEEDED TO OVERCOME IT. I REMINDED HIM THERE IS NO GUARANTEE ON RIGHTS IN THE AJ PROCESS SINCE IT IS AN ONGOING COURT ACTION; THINGS CAN BE CHANGED BY THE JUDGE AT THE FINAL MOMENTS.

HE WILL REVIEW THE INFO AND GET BACK WITH ME IF NEEDED.

A47-07080

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE

October 9, 1996 8:37am

CUSTOMER

Crystal, Peggy

SUBJECT: Magic Hot Springs (A)47-04004, (A)47-02455(A),
(A)47-07080

phone call (.) walk-in (.)

SEE 8October96 communication document. Claim #47-07080 is for industrial/domestic(heating cabins & *greenhouse). Claim #47-02455 has a use of *power. SCC says the uses w/ "*" are no longer in existence. Claim #47-04004 has uses of recreation, commercial, industrial. After discussing the 08 October telephone conversation with SCC, he said a new water right for the fish pond is appropriate.

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Georgia Satterlee

DATE

October 8, 1996 4:32pm

CUSTOMER

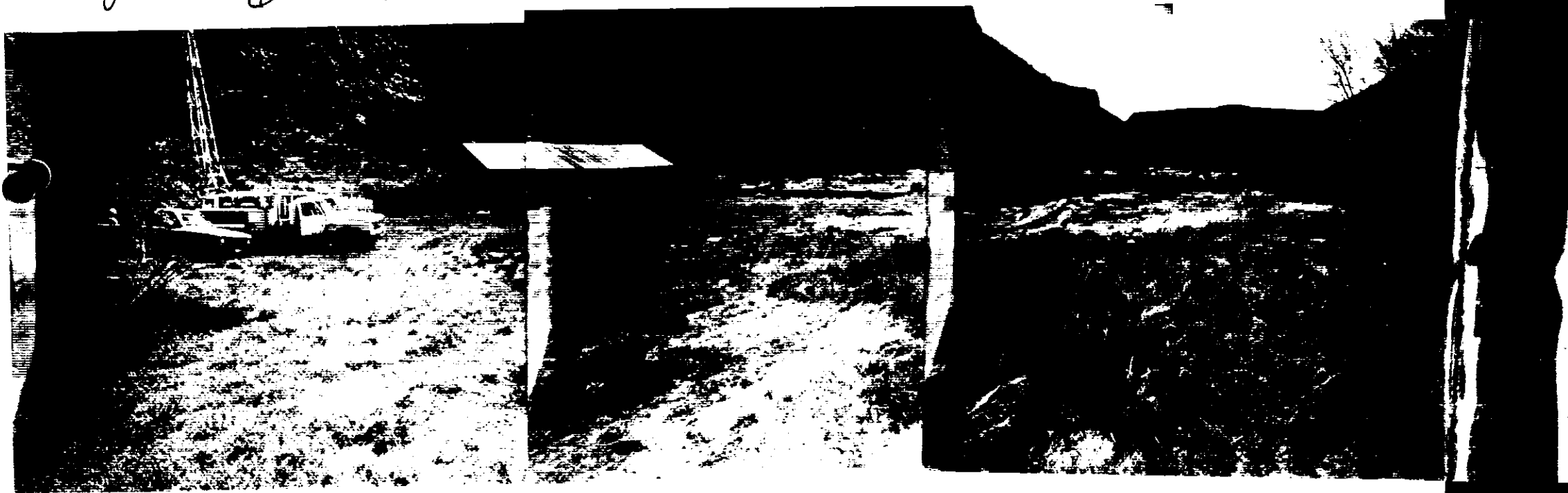
Crystal, Peggy

SUBJECT: Magic Hot Springs (A)47-04004, (A)47-02455(A),
(A)47-07080

phone call (x) walk-in (.)

She wants to know if they can utilize the existing water rights for a pond to put fish. Since it is a proposed new use, I sent her an application for permit/instructions. Doug said SCC did the verification on Magic Hot Springs. I will discuss this w/ SCC tomorrow.

Photo: R47-3
by sec 6-5-96



WELL SITE ABOVE
DURING EHM ENGINEERS
WELL TESTING.

CONCRETE FOUNDATION
VISIBLE ABOVE ARE THE
SITE OF AN OLD GREENHOUSE.
NOTE: VEGETATION HAS RETURNED
TO THAT FOUND IN NATURAL STATE.
(WITHIN THE FOUNDATION AREA)

A47-07080

Photos: R47-3
by sec

6/5/96



MAIN House
centered in photo
at Left.

Concrete Box is site
of MAIN Spring (#1).



View of CABIN AREAS.
View NW.

A47-07080

AJ0749NP
No. R47-07080

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

VERIFIED BY *Sen*

DATE: 07/15/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MZGA	09/24/1969	INDUSTRIAL	01-01 12-31	0.02 CFS	18.20 AFA
	158 BLAKE STREET NORTH		DOMESTIC	01-01 12-31	0.02 CFS	18.20 AFA
	TWIN FALLS ID 83301					
	(208) 735-8890					
				TOTAL DIVERSION:	0.02 CFS	18.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T16S R17E S30 NESWNE

TWIN FALLS County

Place of use Legal Description for: INDUSTRIAL

	NE	NW	SW	SE
T R S	NENE NWNE SWNE SENE	NENW NWNW SWNW SENW	NESW NWSW SWSW SESW	NESE NWSE SWSE SESE
16S 17E 30	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac

Place of use Legal Description for: DOMESTIC

	NE	NW	SW	SE
T R S	NENE NWNE SWNE SENE	NENW NWNW SWNW SENW	NESW NWSW SWSW SESW	NESE NWSE SWSE SESE
16S 17E 30	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac

POU County: TWIN FALLS

Non-Irrigation Uses: HEATING CABINS

Other Rights: NONE

Conditions of Approval:

- C03 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
- PURSUANT TO SECTION 42-1425, IDAHO CODE.
- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
- SECTION 42-1425, IDAHO CODE.

Dates: Exam Made Date: 06/05/1996 Verified Date: 07/15/1997 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag: C

AJ0749NP
No. R47-07080

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

DATE: 07/15/97
PAGE: 2

Comments: Date: 07/15/1997 User-ID: SCLELLAN Subject: COPIED FROM REMARKS
THE CLAIMANT CLAIMS THE POD & POI FOR THIS CLAIM WERE NOT FILED
CORRECTLY, AND WANTS TO CORRECT THEM AT THIS TIME...

OWNERSHIP CHANGE MADE 6/9/97 BY TLB.
FIRST SECURITY PUT ON AS LIEN HOLDER. TLB 6/13/97

Date: 07/15/1997 User-ID: SCLELLAN Subject: RECOMMENDATION
THERE IS A POSSIBILITY THIS USE HAS BEEN ABANDONED OR FORFEITED
BY NON-USE OVER 5 YEARS, HOWEVER, THE EVIDENCE TO PROVE THIS IS
NOT AVAILABLE AT THIS TIME.

Audit: 07/15/97 SCLELLAN



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

June 24, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

Kari Warlock
First Federal Savings Bank
PO Box 249
Twin Falls, Idaho 83303

RE: Corrected Name of Lien Holder
A47-02455A, A47-04004, A47-07080

Dear Ms. Warlock:

Enclosed please find corrected proof reports of the above referenced Snake River Basin Adjudication Claims, showing First Federal Savings Bank as current lien holder. We apologize for any inconvenience caused by this error.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Vikie Hancock'.

Vikie Hancock
SRBA Records Clerk



RECEIVED

June 19, 1998

JUN 22 1998

State of Idaho
Department of Water Resources
Attn Tara Backlund
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Department of Water
Southern Region

RE: Lienholder for MZGA (Water Rights)

Dear Tara,

According to your letter dated 6/19/97, First Federal Savings Bank was listed as lienholder for MZGA. Upon reviewing our file it was noted that First Security Savings Bank is listed as lienholder. The address and phone number for First Federal Savings Bank is correct, the name of the lienholder needs to be corrected though. It should be First Federal Savings Bank and not First Security.

Please correct and send us the corrected proofs. I have enclosed copies of the proofs that we received in June of 1997. Thanks for your help. If you have any questions please call me at 733-4222.

Sincerely,

A handwritten signature in cursive script that reads 'Kari Walock'.

Kari Walock
Commercial Loans

Enclosures

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

06/04/96 22:36:51
Page 1

Water Right Number - 47-07080

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

KUEST

JOHNNIE

1 - P.O. BOX 1254

2 -

3 -

City- TWIN FALLS

State- ID Zip- 83301

Phone -

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +

09/24/1969

17 SOUTHERN

L - LICENSE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +

GROUNDWATER

+ - - - - - Point of Diversion - - - - - +

Twn Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.

16S 17E 30 SE NW (83) TWIN FALLS

+ - - - - - Water Use - - - - - +

Code Description Period From Period To Diversion Rate Diversion Volume

07 - INDUSTRIAL

01/01

12/31

0.025

43 - DOMESTIC

01/01

12/31

0.025

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +

0.025

18.20

+ - - - - - Place of Use - - - - - +

Twn Rng Sec Tract Lot Acres Code Description County

16S 17E 30 SE NW 07 INDUSTRIAL (83) TWIN FALLS

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - Remarks - - - - - +

No Remarks found.

+ - - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers found.

+ - - - - - Conditions of Approval - - - - - +

No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +

00/00/0000

WR5808NP
(00-26)

**IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT**

06/04/96 22:36:51

Page 2

Water right number - 47-07080

Prefix Translation: WATER RIGHT

+ -Comments- +
No Comments Found

+ - - Audit Fields - 02/26/85 05/28/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 02/26/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 06/21/1979	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 00/00/0000	Name Connector	-	POU Ownership Flag	-
Presumption Flag	-				