

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: A47-07991
Date Received: 1/16/1989
Receipt No: S005949
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BONNEVILLE PACIFIC CORPORATION 801-363-2520
Address: 257 E. 200 S.
SUITE 800
SALT LAKE CITY, UT 84111

2. Date of Priority: DEC 27, 1984

3. Source: CEDAR DRAW CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	15E	23	SW	NE			TWIN FALLS

5. Description of diverting works:
CONCRETE CHECK, 60" PENSTOCK, 4 TURBINES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
POWER	01/01	12/31	40.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
P/4 TURBINES, COMBINED RATING 2914 KW, 267' HEAD.
GENERATING CAPACITY 2914.0 KILOWATTS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	14	NW	NE		POWER	

A47-07991

Page 1

Date: 01/16/89

MICROFILMED

MAR 11 1993

11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:

A47-07768

14. Remarks:

FEET OF HEAD = 267. HORSEPOWER = 978.

THIS PERMIT IS SUBJECT TO THE AGREEMENT REGARDING INSTREAM FLOW REQUIREMENTS, BETWEEN THE APPLICANT, IDF&G, & FERC, TO THE EXTENT SUCH AGREEMENT COVERS MATTERS WITHIN THE JURISDICTION OF IDWR.

BONNEVILLE PACIFIC IS THE OWNER'S AGENT AND OPERATOR FOR CRYSTAL SPRINGS HYDROELECTRIC CO. WHICH IS THE PROPERTY LEASEHOLDER AND HYDROELECTRIC PROJECT OWNER.

15. Basis of Claim: PERMIT

MICROFILMED

MAR 11 1993

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
_____, Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
_____, Title
_____ and that the statements contained in the
Organization
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 _____

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 A47-07991

Date Received

Receipt Number 5005949 SC

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

JAN 11 1989

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) BONNEVILLE PACIFIC CORP. Phone (801) 363-2520
Mailing Address 257 EAST 200 SOUTH, SUITE 800, SALT LAKE CITY UT Zip 84111

2. Date of Priority (Only one (1) per claim) 12-27-1984

3. Source of water supply (a) CEDAR DRAW CREEK
which is tributary to (b) SNAKE RIVER

4. a. Location of existing point of diversion is: Township 09S Range 15E Section 23,
1/4 of SW 1/4 of NE 1/4, Govt. Lot, B.M., County of TWIN FALLS

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of 1/4 of 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of 1/4 of

1/4, Govt. Lot B.M., County of

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

Water is diverted out of Cedar Draw Creek and into a 60 inch diameter steel penstock. The diversion consists of a concrete structure with a concrete weir wall across Cedar Draw Creek, two stop log channels and two self-cleaning trash racks. The penstock winds down the canyon for approximately 7800 feet until it reaches the powerhouse and manifolds to four turbine/generator units. The water exits the powerhouse and returns to Cedar Draw Creek via an open channel that is approximately 200 feet long.

MICROFILM

MAR 11 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For POWER purposes from 01-01 to 12-31 amount 40 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 40 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is N/A acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 267' of head. Four turbines with combined rating of 2914 KW. KW fee

10. Description of place of use: included with 47-07768.

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
09S	15E	14		P															N/A

Total number of acres irrigated N/A

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.
47-07768 or None ()

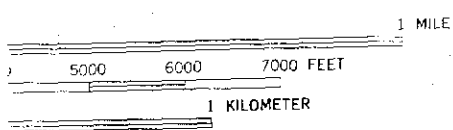
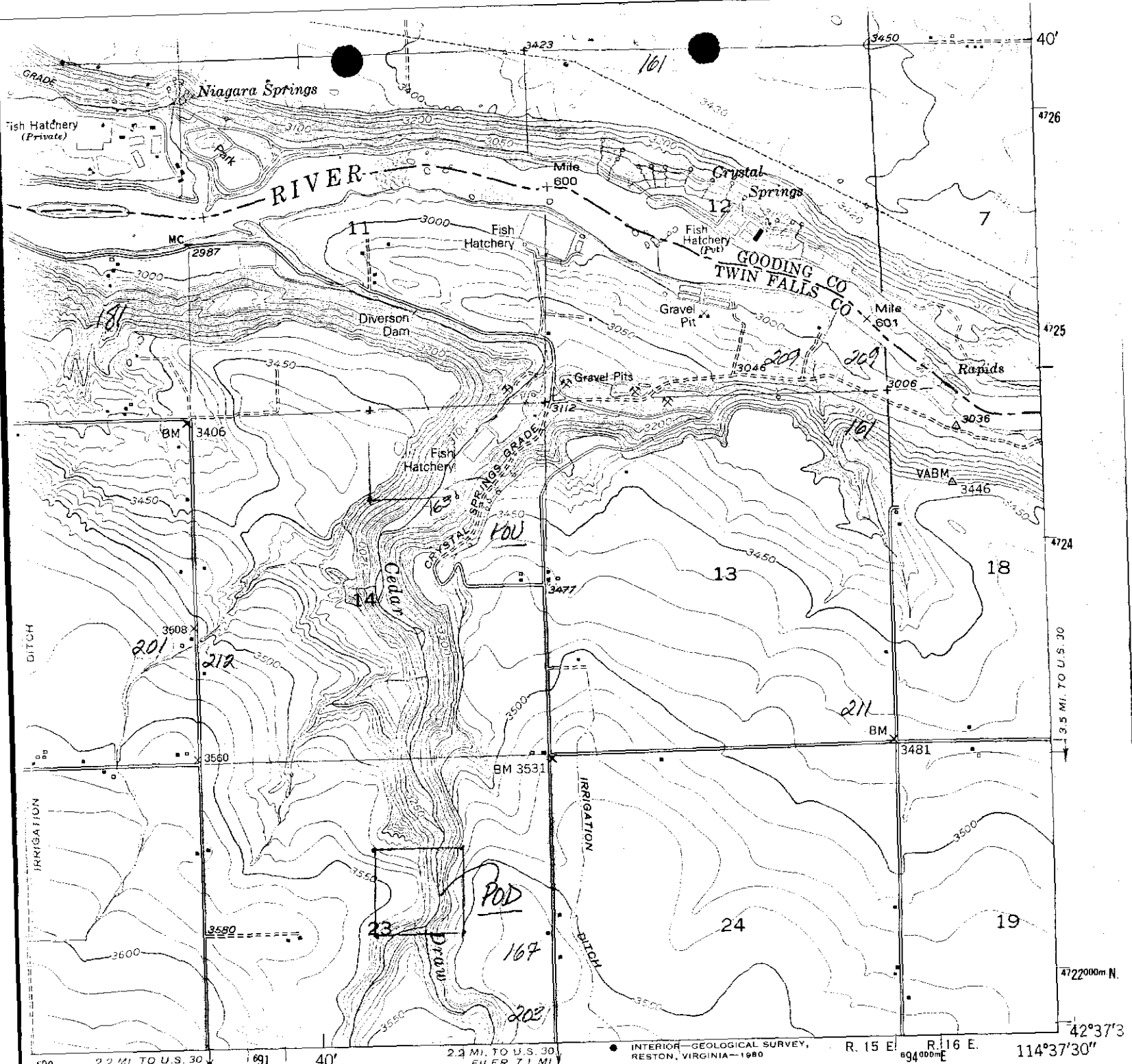
14. Remarks:
BONNEVILLE PACIFIC IS THE OWNER'S AGENT AND OPERATOR FOR CRYSTAL
SPRINGS HYDROELECTRIC CO. WHICH IS THE PROPERTY LEASEHOLDER AND
HYDROELECTRIC PROJECT OWNER.

MICROFILMED

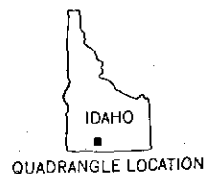
MAR 11 1993

Last Name BONNEVILLE Ident No. _____

Copies: White -State, Yellow-Claimant



FEET
SCALE 5 FEET
UM OF 1929



ACCURACY STANDARDS
DO 80225, OR RESTON, VIRGINIA 22092
90LS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION

Primary highway, hard surface	Light-duty road, hard or improved surface
Secondary highway, hard surface	Unimproved road

☐ Interstate Route
 ☐ U. S. Route
 ☐ State Route

NIAGARA SPRINGS, IDAHO
 NW/4 JEROME 15' QUADRANGLE
 N4237.5-W11437.5/7.5
MICROFILMED
 MAR 11 1993
 DMA 300 NW 1-1993 V893

CRYSTAL SPRING HYDROELECTRIC

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 Frank Hitchcock

May 3, 1996 8:13am

RE:
A47-07768, -07991

THIS MORNING'S TIMES-NEWS HAS A LEGAL NOTICE DATED 04-16, 1996, WITH A PUBLIXH DATE OF TODAY TITLED "USA FERC NOTICE OF REQUEST FOR AMENDMENT OF PROJECT LICENSE".

COPY OF LEGAL NOTICE ATTACHED WITH AJQ1 PRINT SHOWING CLAIMS OUT OF CEDAR DRAW CREEK IN THE SRBA. COPIES TO BOTH FILES AND COPY TO JIM STANTON, ALLOCATIONS, FOR REVIEW OF THE PERMIT STATUS AS A COURTESY FOR HIS INFORMATION.

NOV 28 1996

All bids shall be mailed or delivered to Magic Valley Regional Medical Center, ATTENTION: Marc Harrison, 650 Addison Avenue West, Twin Falls, ID 83301, or PO Box 409, Twin Falls, ID 83303. Said bids must be submitted no later than 2:00 p.m. MDT, June 3, 1996, at which time the bids will be publicly opened and read aloud in the Fifth West Conference Room at MVRMC. Bidders must provide bidder's security in accordance with Section 31-4005 Idaho Code. Magic Valley Regional Medical Center reserves the right to reject any and all bids.

Bids for interior drywall, ceilings, interior mechanical and interior electrical work will be bid at a later date.

Signed John Bingham,
Administrator
Date May 1, 1996

PUBLISH: May 3 and 24,
1996

**UNITED STATES OF
AMERICA FEDERAL
ENERGY REGULATORY
COMMISSION**
Notice of Request for
Amendment of Project
License

(April 16, 1996)
Take notice that the following hydroelectric application has been filed with the Commission and is available for public inspection:
a. Type of Application: Request for Amendment of

trols would be modified to allow smooth and continuous adjustment of powerhouse flows from a minimum of 5 cubic feet per second (cfs) to a maximum flow of 148 cfs.

The licensee's second amendment request concerned a reduction in the minimum flow requirement from 25 cfs to 10 cfs. The licensee stated that a reduction in the minimum flow would be more comparable with the upstream project's requirement of passing 5 cfs. The licensee stated that the installation of the new turbine equipment would provide more stable flows through the bypass reach of Cedar Draw. With a stabilized flow, stream bank vegetation would be enhanced, stream bank erosion reduced, water quality improved and possibly the food supply for fish improved. Further, the licensee proposed to mitigate for the reduction in the minimum flow by installing two fish ladders at two man-made barriers in Cedar Draw. The fish ladders would provide approximately 3.2 miles of additional habitat in Cedar Draw by allowing fish passage from the Snake River.

1: This notice also consists of the following standard paragraphs: B, C1, and D2. B. Comments, Protests, or Motions to Intervene -- Anyone may submit comments, a protest, or a motion to intervene in accordance with the provisions

D.C. 20426. A copy of any motion to intervene must also be served upon each representation of the Applicant specified in the particular application.

D2. Agency Comments-- Federal, state, and local agencies are invited to file comments on the described application. A copy of the application may be obtained by agencies directly from the Applicant. If an agency does not file comments within the time specified for filing comments, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives. Lois D. Cashell, Secretary.

PUBLISH: May 3, 1996

**NOTICE OF DECISION
USDA-FOREST SERVICE
INTERMOUNTAIN
REGION**

Sawtooth National Forest
Sawtooth National
Recreation Area
Custer County, Idaho

On May 1, 1996 Forest Supervisor William LeVere made a decision to modify recreation management along the Salmon River Corridor. This decision will be implemented after June 21, 1996.

The decision has three general points. Point 1: Amends the Forest Plan by establishing a carrying capacity for the corridor and setting priority use days for outfitter and guide use. Point 2: Increases the five-year

Star Route, Ketchum, ID 83340.

This decision is subject to appeal pursuant to 36 CFR 215.7. A written Notice of Appeal must be postmarked or received by the Appeal Deciding Officer, Dale N. Bosworth, USDA Forest Service, Intermountain Region, 324 25th St., Ogden, UT 84401, (801) 625-5605 within 45 days of the date of this legal notice. Appeals must meet the content requirements of Title 36 CFR 215.14.

For further information concerning this project, contact Tom Streit at the headquarters office of the Sawtooth National Recreation Area, Star Route, Ketchum, ID 83340 (208-727-5000).

PUBLISH: May 3, 1996

**PUBLIC MEETING
NOTICE**

Pursuant to Idaho Code §67-2343, notice is hereby given of an open public meeting of the Idaho Fish and Game Commission.

DATE OF NOTICE: April
15, 1996.

NOTICE OF TRUSTEE'S SALE

At 1:30 o'clock P.M. on July 31, 1996, in the Office of First American Title Company, 260 Third Ave. N., Twin Falls, Idaho, First American Title Company, as Trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property, situated in Twin Falls County, Idaho, and described as follows, to-wit:

Lots 15 and 16 in Block 111 of Buhl Townsite, Twin Falls

DATE OF MEETING: May 9, 1996, beginning at 1:00 pm; continuing May 10, 1996, beginning at 8:30 am
PLACE OF MEETING: Department of Fish and Game Trophy Room, 600 South Walnut, Boise, ID 83707. An open house for the public is scheduled for 7:30-9:00 pm on May 9 at the same location.

PERSONS ATTENDING: Commissioners, Director, Assistant Directors, Staff.

PURPOSE OF MEETING/AGENDA: Fish and Crustacea: Correction of Rules for Redfish Lake; Emergency Order: Closure for Sockeye Net Pens in Redfish Lake; Approval of Department's FY97 Budget.

The site will be accessible to the physically disabled. Interpreters for persons with hearing impairments and brailled or taped information for person with visual impairments can be provided upon five days' notice. For arrangements call the Director's office at (208) 334-5159.

PUBLISH: April 19, 26 and
May 3, 1996

\$818.12, and late March 19, 1996, are now due together to protect the security of this foreclosure. The said property to be:

DATED this 28th day of
FIRST AMERICAN
By: Darlene Diehl-N

PUBLISH: May 3, 1

NOTIC

At 10:00 o'clock A First American Title Company, Twin Falls, Idaho, as the highest bidder, 1 States, all payable for the real property in Idaho, and describe

Township 9 South, Section 30: A part of: County, Idaho. Corner 30, said point lies 5 NW corner of Section 30, said point lies 5 feet to the NW corner of the REAL POINT C W. 319.43 feet to the 2, Section 30; then the North boundary thence S. 00°22'55 W. 203.00 feet; the NE corner of "Three W. 383.10 feet to SUBJECT TO: a 2 ment parallel with a above described pe

Information concerning the sale may be obtained from the office of the Trustee at (208) 785-5511. the street address: 1500 E., Buhl, Idaho

Said sale will be regarding title, possession and obligations secured

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
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THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-07991
Date Received: 1/16/1989
Receipt No: S005949
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: CRYSTAL SPRINGS HYDROELECTRIC L P 206-637-1251
Address: SUITE 100 11225 SE 6TH
ATTEN: DELL E KEEHN
BELLEVUE WA 98004

2. Date of Priority: DEC 27, 1984

3. Source: CEDAR DRAW CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	15E	23	SW	NE			TWIN FALLS

5. Description of diverting works:
CONCRETE CHECK, 60" PENSTOCK, 4 TURBINES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
POWER	01/01	12/31	40.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
P/4 TURBINES, COMBINED RATING 2914 KW, 267' HEAD.
GENERATING CAPACITY 2914.0 KILOWATTS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	14	NW	NE		POWER	

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 _____



State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
***** Governor *****
PHIL BATT

R. KEITH HIGGINSON
Director

MAY 2, 1995

CRYSTAL SPRINGS HYDROELECTRIC L.P.
SUITE 100 11225 SE 6TH
BELLEVUE, WA 98004
ATTEN: DELL E KEEHN

RE: SRBA CLAIMS: A47-07768 & A47-07991
BONNEVILLE PACIFIC

DEAR CLAIMANT:

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

YOU HAVE ANY MORE QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

NOV 28 1996

NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

FEB 21 1995

Department of Water Resources

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 95 Range 15 E
Section 14, NW 1/4 of NE 1/4 of 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____, TWIN FALLS County
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s) Assigned by IDWR: A47-07768/07991/08009/08005

☐ Name and Address of Former Owner/Claimant(s)(Seller): CRYSTAL SPRINGS Hydroelectric Company
921 Executive Park Drive, Suite B
SALT LAKE CITY, UTAH 84117

☐ New Owner/Claimant (Purchaser): CRYSTAL SPRINGS Hydroelectric L.P.

☐ New Mailing Address: Suite 100 11225 SE 6th
Bellevue, WA 98004
ATTN DELL E. KEEHN

☒ New Telephone Number: (206) 637-1251

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner.

☐ Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s) [Signature] President General Partners Date 2-9-95
CRYSTAL SPRINGS Hydroelectric L.P.

☐ Signature of Former Owner/Claimant(s) _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 5-22-95 By: AB

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

RECEIVED

FEB 27 1995

Department of Water Resources

Southern Region
of Water Resources

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

NOV 28 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor PHIL BATT

R. KEITH HIGGINSON
Director

March 28, 1995

CRYSTAL SPRINGS HYDROELECTIC L.P.
ATTEN: DELL E KEEHN
SUITE 100 11225 S.E. 6TH
BELLEVUE, WA 98004

RE: SRBA CLAIMS A47-08009, A47-07991, & A47-07768

DEAR CLAIMANT:

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIMS, WE HAVE CHANGED THE DEPARTMENT'S RECORDS FOR A47-08009 AS YOU REQUESTED. A47-07991 AND A47-07768 NEED SOME FURTHER INFORMATION.

THESE CLAIMS ARE UNDER THE NAME OF BONNEVILLE PACIFIC CORPORATION. I NEED EITHER A SIGNATURE FROM B.P.C. OR A LEGAL DEED STATING OWNERSHIP CHANGING FROM B.P.C. TO CRYSTAL SPRINGS HYDRO. L.P. WITH A LEGAL DESCRIPTION.

I APOLOGIZE FOR THE INCONVENIENCE AND THANK YOU FOR YOUR TIME. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

NOV 28 1996

Far West Capital

VIA: FEDERAL EXPRESS

April 27, 1995

Tara L. Backlund
State of Idaho Department of Water Resources
Southern Region
222 Shoshone Street East
Twin Falls, ID 83301

RECEIVED

APR 28 1995

Department of Water Resources
Re: SRBA Claims A47-07991 and A47-07768 Southern Region

Dear Tara:

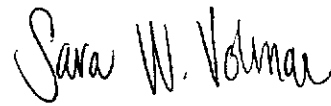
Pursuant to your letter dated March 28, 1995 to Dell E. Keehn and our conversation yesterday, please find enclosed the requested information regarding the ownership change of the above-referenced adjudication claims. I am enclosing herewith a copy of the signed Purchase Agreement between Bonneville Pacific Corporation, Far West Hydroelectric Fund, Ltd., and Far West Capital, Inc. which shows transfer of "all rights, interest, licenses, insurance policies, financing, improvements, equipment, engineering, lands, easements, rights of way, contracts, etc. necessary and prudent to construct and operate the Project."

I am also enclosing for your information the July 26, 1988 letter from Gary Spackman of the Idaho Department of Water Resources to James M. Dester of Bonneville Pacific Corporation. This letter states that the Department's records will show that First Security Bank of Idaho, N.A., as trustee under the Collateral Assignment of Water Rights, is the owner of the above mentioned permits and that "We will... attempt to accommodate the request to issue the licenses for the above mentioned permits to Crystal Springs Hydroelectric Company."

Please update your records to reflect this information and process the ownership change to Crystal Springs Hydroelectric, L.P.. Thank you for your assistance.

NOV 23 1996

Sincerely,

A handwritten signature in cursive script that reads "Sara W. Volmar".

Sara W. Volmar
Administrative Legal Assistant

Enclosures

cc: Dell E. Keehn
VIA FAX NO. (206) 455-0497

SWV:ms

NOV 28 1996

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") made and entered into effective as of the 26th day of June, 1925, by and among Bonneville Pacific Corporation ("Bonneville"), a Utah corporation, Far West Hydroelectric Fund Ltd. ("the Fund"), a Utah limited partnership, and Far West Capital, Inc., a Utah corporation.

RECEIVED

APR 28 1995

FOOTNOTES

Department of Water Resources
Southern Region

A. Bonneville owns sixty-two of the sixty-three partnership interests ("units") of Crystal Springs Hydroelectric Company, an Idaho partnership (the "Partnership").

B. Bonneville is in the process of causing the Partnership to construct a 2.881 kilowatt installed capacity hydroelectric plant at the confluence of Cedar Draw Creek and Desert Creek, approximately seven miles north and ten miles west of Twin Falls, Idaho, known as the Crystal Springs Hydroelectric Project (the "Project").

C. In connection with the construction of the Project, Bonneville has caused or will cause the Partnership to acquire all rights, interest, licenses, insurance policies, financing, improvements, equipment, engineering, lands, easements, rights of way, contracts, etc. necessary and prudent to construct and operate the Project.

D. Far West Capital, Inc. ("Far West"), the general partner of the Fund, has previously acquired and now owns the one remaining unit in the partnership not owned by Bonneville and has advanced certain funds towards construction of the Project and has thereby acquired certain interests in the Project and the Partnership.

NOV 28 1996

POOR ORIGINAL

D. Bonneville is desirous of selling to the Fund all of its rights, title, and interest in the Partnership and the Project upon the terms and conditions set forth herein for the consideration hereinafter specified, and Far West is desirous of accepting the Fund as a substitute general partner in the Partnership.

E. The Fund desires to purchase all of the units of the Partnership owned by Bonneville in accordance with the terms hereof and to continue together with Far West to operate the Partnership and the Project as an ongoing business for the purposes set forth in Article II of the Amended and Restated Partnership Agreement for Crystal Springs Hydroelectric Company dated as of June 1, 1925 (the "Partnership Agreement"), a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.

F. It is the purpose and intention of the Purchaser by acquiring seller's interest in the Partnership to acquire the Project as an operating Hydroelectric power generating facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and considerations recited herein, the parties hereto agree as follows:

1. PURCHASE AGREEMENT

1.1 The purchase and sale of Partnership units. Bonneville hereby represents and warrants to Far West that not more than sixty-three fully paid and non-assessible Partnership units have been sold in the Partnership or are otherwise outstanding. Sixty-two of those units are owned by Bonneville, and one is owned by Far West. Bonneville

POOR ORIGINAL

hereby sells, conveys, transfers, and assigns its sixty-two units to the Fund, and the Fund hereby purchases same.

1.2 Purchase and sale of ongoing business, rights, interests and contracts. In connection with the purchase and sale of the Partnership units described in paragraph 1.1 hereof, it is understood, acknowledged and agreed that the Fund is primarily interested in acquiring the Project as a complete and functioning hydroelectric co-generation facility on a turnkey basis. Therefore, it is further understood, acknowledged, and agreed that Bonneville is selling, conveying, transferring, and assigning to the Fund, and the Fund is purchasing, the ongoing business of the Partnership, including but not limited to, the name of the Partnership, the good will of the Partnership, the Partnership Agreement, and all assets, rights, interest, titles, leaseholds, permits, contracts, licenses, license applications, policies, warranties, improvements currently owned or enjoyed or hereafter acquired by the Partnership and all debts, liabilities, contracts, and other obligations of the Partnership existing as of the date of this Agreement, including the Project and those rights, titles, permits, leases, etc. necessary to the operation or prudently associated with the operation of the Project, all as more fully described in Exhibits A through C attached hereto, subject to the rights of and in association with Far West, the other general partner in the Partnership.

1.3 Construction of the Project. Bonneville agrees to provide for construction of the Project in accordance with engineering and feasibility studies attached hereto as Exhibit C, and by this reference made a part hereof, and the construction contract attached hereto

NOV 28 1996

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as Exhibit D and by this reference made a part hereof. The Project when constructed will consist of a power generating facility located at the confluence of the Desert and Cedar Draw Creeks, approximately seven miles north and ten miles west of Twin Falls, Idaho, capable of producing approximately 12.9 million kilowatt hours per year of electric power and capable of producing the stream of income set forth in Exhibit E attached hereto, and by this reference made a part hereof. Bonneville represents that the projected stream of income as set forth in Exhibit E hereto is based upon reasonable and competent engineering and hydrological studies, including studies concerning the capacity and efficiencies of equipment to be utilized in the Project.

1.4 Financing for the Project. Bonneville shall obtain all interim and permanent financing for the Project. Far West and the Fund, as parties in the Partnership, shall serve as co-obligors on the interim financing and agree to assign all of their rights, titles, and interest under this Agreement as partial security for the interim financing. The Fund, as a partner in the Partnership, further agrees to assume the obligations under the permanent financing obtained for the Project upon completion of construction and funding of the permanent financing. The permanent financing shall be in an amount not to exceed \$3,600,000, and not less than \$3,000,000, shall be non-recourse to the limited Partners, and shall bear interest at a rate not to exceed 13.75%.

1.5 Components of the Project. The components of the Project which shall be owned and acquired in the name of the Partnership and

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the control of which are thereby transferred and sold in connection with the sale of Bonneville's interest in the Partnership shall include:

- a. The real property rights and interest and obligations thereunto appertaining as described in Exhibit B attached hereto;
- b. The engineering, feasibility, and hydrologic studies attached hereto as Exhibit C (FERC Application);
- c. The construction contract and all plans, specifications, rights, interest, warrants, and obligations relating thereto all as appearing in Exhibit D attached hereto.
- d. The operation and maintenance agreement attached hereto as Exhibit E;
- e. All equipment to be purchased and installed as a part of the Project;
- f. All water rights as described in Exhibit G hereto;
- g. The Power Sales Contract with Idaho Power Company, copy of which is attached hereto as Exhibit H;
- h. The FERC License No. 8278-000 issued by the Federal Energy Regulatory Commission attached hereto as Exhibit I;
- i. The insurance policies acceptable to the institutional lender naming the Fund as an additional insured described in Exhibit J attached hereto; and
- j. A title insurance policy in an amount equal to the purchase price of the Project.

1.6 Purchase Price. The Fund agrees to pay to Bonneville as total purchase price for the Partnership units and the completed Project as described herein the sum of \$4,500,000, (a) \$3,000,000 of which will

FOOTNOTES

be provided from loan proceeds obtained by Bonneville, and \$1,500,000 of which will be provided directly by the Fund as an equity contribution, (b) unless permanent financing for the Project is obtained in a principal amount larger than \$3,000,000, upon occurrence of which the Fund's equity obligation will decrease one dollar for every dollar of such additional financing obtained. Payment shall be in accordance with the following schedule:

\$500,000	on	July 5, 1985
244,339	on	August 15, 1985
204,878	on	September 15, 1985
244,275	on	October 15, 1985
78,500	on	November 15, 1985
58,000	on	December 15, 1985
<u>175,000</u> by note	on	December 15, 1985 or upon
(See Exhibit Q)		certification of completion, whichever is earlier.
TOTAL		<u>\$1,500,000</u>

1.7 Closing. It is the intent and understanding of the parties that this transaction is closed as of the date hereof and that the assignments herein contained shall become effective as of the date hereof. The Fund shall pay the balance of the purchase price hereinbefore specified in cash or certified funds in accordance with the schedule contained in paragraph 1.6 hereof.

II. ASSIGNMENT AGREEMENT

2.1 Assignment of Instruments. For the consideration hereinbefore stated, Bonneville hereby assigns to or has caused or will cause the Partnership to acquire the rights, titles, interests, and obligations under the following:

a. All real property and real property rights described in Exhibit B;

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b. Certain water rights (the "Water Rights") more particularly described in Exhibit G;

c. The Equipment Sales Agreement attached hereto as Exhibit H;

d. The Power Sales Contract (the "Power Sales Contract") attached as Exhibit I;

e. The license issued by the Federal Energy Regulatory Commission, attached as Exhibit J;

f. The Engineering and Feasibility Studies attached hereto as Exhibit C;

g. The Construction Contract attached hereto as Exhibit D including, but not limited to the following:

(i) The Plans and Specifications referred to the Construction Contract;

(ii) The list of sub-contractors attached hereto as Exhibit O hereto;

(iii) The performance bonds, warranties, and insurance certificates referred to the Construction Contract;

h. The Operation and Maintenance Agreement attached hereto as Exhibit F, which Bonneville represents to be with an operator selected for the Project who is competent and prepared to operate and maintain the Project for the term of the Operation and Maintenance Agreement for the price specified therein;

i. Intertie Agreement relating to the use of the Cedar Draw Substation, attached hereto as Exhibit L;

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Water Management Agreement with the Twin Falls Canal Company to be attached as Exhibit P;

k. The insurance policies described in Exhibit J attached hereto; and

l. All equipment and personal property relating to the Project, a list of which is attached hereto as Exhibit M.

2.2 Additional Rights and Interests. Bonneville has or will assign to the Partnerships, all warranties, guarantees, contracts, and representations, if any, received or to be received from contractors, manufacturers, engineers, and suppliers of all designs, equipment, materials, labor, and workmanship used, employed, or to be used or employed, in connection with construction of the Project. All assignments have or will be made with warranties of title sufficient to create an effective assignment of such interests at such time as the same are perfected and fully acquired by Bonneville.

2.3 Intention to Assign All Rights and Interest. It is the express intention of the parties that Bonneville has caused or will cause the Partnership to acquire all of the documents and instruments referred to herein and all of Bonneville's present rights, titles, interests, and obligations arising out of or used or useful in connection with the Project whether presently owned by Bonneville or acquired hereafter, except as are specifically excluded hereunder. In the event additional documents are required to finalize such assignments, the parties agree that all such documents shall relate back to and insofar as possible shall be dated as of the date of this Agreement. The

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parties further agree to cooperate fully in the preparation, execution, and delivery of any such additional documents.

III. INDEMNIFICATION AND REPRESENTATIONS

3.1 Bonneville's Agreement to Indemnify. To induce the Fund to pay such sum of money and to purchase and accept this Agreement, and the rights and obligations transferred pursuant hereto, Bonneville agrees to indemnify, defend, and hold the Fund harmless from and against any and all claims, causes of action, liabilities, losses, expenses, damages, and costs, including reasonable attorneys' fees and legal expenses, which the Fund may incur or which may be imposed upon the Fund as a result of the failure of Bonneville to perform under this Agreement, the failure of Bonneville to deliver good title to the rights or interest conveyed pursuant to this Agreement or the failure of the Project to perform as represented (no guarantee of water flow is intended hereby). This is including, but not limited to defending the Partnership's right to the quiet enjoyment of all rights acquired in connection with the Project or Bonneville pursuant to this Agreement.

3.2 The Fund's Agreement to Indemnify. The parties hereto agree that to induce Bonneville to transfer, assign, and sell its interests and obligations relating to the Project specified herein, the Fund agrees to indemnify, defend, and hold Bonneville harmless from and against any and all claims, causes of action, liabilities, losses, expenses, damages, and costs, including reasonable attorneys' fees and legal expenses, which Bonneville may incur or may be imposed upon Bonneville as a result of the failure of the Fund to perform its obligations under this Agreement.

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3.3 Representations and Covenants by Bonneville. Bonneville hereby represents, covenants, and warrants the following:

a. Bonneville has acquired or has the ability and right to cause the Partnership to acquire good and sufficient leasehold interest and title to the Project and has the right and ability to deliver to the Fund good title to the Partnership units conveyed hereby and thereby to deliver to the Fund through its resulting interest in the Partnership the right to control and receive all income generated by the Project, subject to the right of Far West to receive its share of income based upon its Partnership Unit and subject further to the requirements of the leases and the lenders on the Project.

b. Bonneville waives any right to acquire Units in the Partnership in the future subject to the provisions of Article III hereof.

c. The rights to use the real property for the construction, maintenance, and operation of the project as described in Exhibit B are owned or held by the Partnership.

d. The Project and rights in real property being assigned hereunder will meet the requirements of the Power Contract attached hereto as Exhibit E.

e. The Project will meet all Federal, state, and local requirements and regulations, and all exemptions, licenses and permits required for the Project by said entities have or will be obtained by Bonneville.

f. The Project being acquired by the Fund through the purchase of the Partnership units is being delivered by Bonneville on a

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"turnkey" basis. Bonneville, at its expense, shall continue to do all acts necessary and desirable to ensure completion of the Project in accordance with the plans and specifications therefor, and shall deliver the Project to the Partnership free and clear of liens and encumbrances except as otherwise stated herein. The Project, when completed, shall be in accordance with said plans and specifications and shall be fully capable of producing electricity in accordance with the Power Contract without any additional work. Bonneville shall use its best efforts in pursuing the construction of the Project in accordance with the Schedule of Critical Dates attached hereto as Exhibit II and by this reference made a part hereof.

g. All obligations of the Fund and the Partnership under the Power Sales Contract will be completed, paid for, and accepted by Idaho Power Company.

h. The entering into this transaction by Bonneville and the Fund does not conflict with any other contracts or obligations of Bonneville or the Partnership, and to the best of Bonneville's knowledge, there is no pending or threatened litigation which could affect this transaction of the Project.

i. The projected stream of income, attached hereto as Exhibit I, is based upon the assumptions therein stated, and said projections and assumptions are true and correct to the best of Bonneville's knowledge and belief and the Project is reasonably capable of meeting those projections.

3.4 Representations, Agreements, and Covenants of the Fund. The Fund hereby represents and covenants as follows:

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The Fund is a limited partnership duly organized and in good standing under the laws of the State of Utah, and will become qualified to do business in Idaho, with full right and authority to enter into the transactions contemplated herein.

b. Far West, which is the General Partner of the Fund is authorized to execute this Agreement by the partnership agreement and the Persons executing the Agreement for Far West are duly authorized to execute the Agreement.

c. The Fund understands that the Project being sold and the rights and interests being assigned hereunder have not been constructed or perfected at the date of this Agreement.

d. The Fund agrees that it is purchasing partnership units and Bonneville's rights in the Project subject to the terms, conditions, and restrictions of the Lease Agreements described in Exhibit B, the Engineering and Feasibility Studies attached hereto as Exhibit C, the Proforma Statement of Income attached hereto as Exhibit E and the Operation and Maintenance Agreement attached hereto as Exhibit F.

IV. CHARGES AND LIENS

Bonneville shall pay all charges incurred for labor and materials used in the building of the Project when due. Should Bonneville fail to pay any such charge, the Fund may (but shall not be obligated to) pay the same on behalf of Bonneville and shall be reimbursed by Bonneville for such payment on request or shall deduct such payment from any sums owing to Bonneville. Bonneville agrees that the Project shall be kept free and clear of any and all mechanic's liens and charges

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and claims of any third person who has supplied materials or performed the construction of the Project and if any such third person asserts such a lien, charge, or claim on the Project, Bonneville will forthwith discharge the same or otherwise hold Far West harmless therefrom.

V. LIMITED WARRANTY

Bonneville warrants that: (a) the Project and all components thereof will be in good condition and all will be free of faults and defects (normal wear and tear excepting) at the date of delivery and will be covered by insurance in amounts and coverage standard in the industry.

VI. CERTIFICATE OF COMPLETION

Upon installation and final testing of the Project, Bonneville shall certify to the Fund and the Partnership that the Project is ready for operation as a hydroelectric power generating system and is ready to be "placed in service."

VII. CHARACTER AS PERSONAL PROPERTY

The parties agree that the Project is and shall remain as personal property and shall not become a part of any realty.

VIII. INDEMNIFICATION

Bonneville shall indemnify and hold the Fund and the Partnership free and harmless during the course of construction and testing from all claims, losses, damages, injuries, and liabilities arising from the death or injury of any persons or from the damage or destruction of any

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property or properties caused by or connected with the performance of this Agreement by Bonneville, its agents, sub-contractors and employees.

III. OPTION TO REPURCHASE

The Fund hereby grants to Bonneville an option to repurchase all Partnership Units sold hereunder and the ongoing business of the Partnership, the name of the Partnership, its good will and all assets of the Partnership, including all assets of the Partnership acquired during the time period which the Fund controls the Partnership, subject only to the rights of Far West as an owner of one Unit of the Partnership. This option may be exercised, if at all, within thirty (30) days in advance of May 14, 2020. Said option must be exercised by written notice to the Fund, which notice shall specify a time and date for closing of the repurchase, which date shall be within thirty (30) days of May 14, 2020. The total purchase price to be paid at the closing of said repurchase shall be \$1.00. At closing, the parties agree to execute such documents as may be necessary or desirable in reconveying all of the Partnership Units sold hereunder to Bonneville.

IV. MISCELLANEOUS

9.1 Costs and Fees in Event of Default. In the event either party hereto defaults in the obligations to be performed by such party hereunder, such defaulting party shall pay all costs and fees, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing this Agreement against such defaulting party.

9.2 Binding Agreement. This Agreement shall be binding upon and

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shall inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, and heirs.

9.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter covered herein and shall not be modified or amended except by written instrument duly executed by the parties hereto.

9.4 Survival of Covenants. The covenants, promises, obligations, and representations herein contained shall survive the closing of this transaction and the assignment of the documents and instruments contemplated herein.

9.5 Notices. All notices required or permitted hereunder shall be deemed delivered when sent by United States Mail, postage prepaid, registered, or certified mail with return receipt requested, and addressed to the parties at their respective addresses first above written.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
the day and year first above written.

the day and year first above written..

BONETVILLE PACIFIC CORPORATION
A Utah Corporation

A Utah Corporation.

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THE WEST ELECTRONIC LTD.
A Unit Limited Partnership

ה'תשנ"ח

Dr. The West Capital, Inc.
The General Insurance

The General Situation

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Acceptance of EAC WEST HYDROELECTRIC FUND, LTD., as a substituted General Partner of Crystal Springs Hydroelectric Company is hereby agreed to and acknowledged ^{as of} this 26th day of June, 1988.

Geometric Mean of the Squared Differences Between

Witness my hand and seal this 26th day of June, 1966.

22 JAN 22 1964, 11:00

45.

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

If applicable provide IDWR Water Right Number 47-07991

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am President

Title

of Bonneville Pacific Corporation, that I have signed the foregoing

Organization

document in the space below as President

Title

of Bonneville Pacific Corp.

Organization

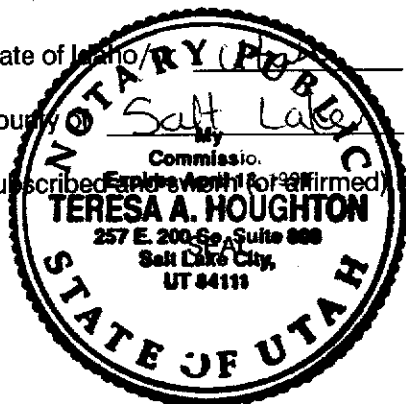
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature]

Title and Organization President, Bonneville Pacific Corp. Date January 6, 1989

State of Utah)
County of Salt Lake) SS.

Subscribed and sworn to before me this 6th day of January 19 89



Notary Public Teresa A. Houghton

Residing at Salt Lake City

My Commission Expires 4-13-91

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, David P. Hirschi will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

Address 257 East 200 South #800 Salt Lake City, Utah 84111

Date January 6, 1989

MICROFILMED

MAR 11 1993

Last Name BONNEVILLE Ident. Number _____

Copies White-State, Yellow-Claimant

CORNER

S.0°25'25"W.

2629.80'

13

24

1321.07'

S.0°15'05"W.

2642.14'

1321.07'

23

NE⁴SE⁴

SE⁴SE⁴

NE⁴NE⁴

MICROFILMED
MAR 11 1993

SE⁴NE⁴

PARCEL V

PARCEL III

PARCEL II

PARCEL IV

SION LINE

S.33°50'35"E.
397.96'

S.5°25'49"W. 2579.11'

TRANSMISSION LINE

60" PENSTOCK (20' ACCESS
ROAD ALONG W. SIDE)

DIVERSIC

NW⁴SE⁴

SW⁴SE⁴

NW⁴NE⁴

SW⁴NE⁴

C-4

C-5

C-6

C-7

C-8

C-9

S.28°18'55"W.
211.58'

S.39°55'52"E.
4.26'

S.0°34'03"E.
48.88'

S.45°33'54"E.
12.20'

S.2°20'42"W.
27.27'

N.89°45'45"W.
1082.29'

1.7°38'49"W.
197.06'

1.28°48'39"E.
91.30'

1.15°00'40"W.
185.32'

1.0°50'04"E.
206.02'

N.10°20'04"W.
345.61'

22°37'12"E.
65.00'

51°27'51"E.
144.46'

8"E.
8"

542.00'

1327.66'

514.00'

454.09'

N.89°44'43"W.
2655.33'

S.51°
S.57°
S.30°

S.50°41'23"W.
192.58'

S.0°43'47"W.
157.01'

S.19°02'58"E.
235.92'

S.7°56'37"W.
217.08'

S.38°18'31"W.
254.88'

S.0°21'40"W. 1320.67'

S.0°21'40"W. 965.00'

S.17°21'44"W. 232.96'

S.0°21'40"W. 40.00'

S.89°45'45"E. 1325.14'

