Wilson LAKE

Form 217
11/91

OFFICE USE ONLY
Amt. of Fee $ 600
Date 8-31-93
Receipt No. CC28474
Receipt by CA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Wilson LAKE

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 01-7010 ~~X~~D Telephone No. 208-336-4254
2. Name(s) of Permit Holder(s): Hazelton Power Company
3. Mailing Address: 1199 Shoreline lane, Boise, ID 83702 Ste 310
4. Source of Water: Snake River

   If **GROUNDWATER**, Well Driller's Name: _____ Date Drilled: _____

   OPTIONAL:
   Pump horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft.): _____

5. Extent of Use (as authorized by the permit):

   Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

   Irrigation _____ (No. of acres) Other Hydro Power

6. Total rate and/or volume for which proof is submitted 3000 cfs **OR** _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

   Measuring device: Required? ~~✓~~Yes ___No Installed? ___ Yes ___ No
   OR **OR**
   Flow Measurement Port: Required? ~~✓~~Yes ___ No Installed? ___ Yes ___ No

8. Fee Enclosed: $ 600 00 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

   SHERRY R. HUBER 336-4254 (Ida-WEST ENERGY)
   Name Telephone No.

   1199 Shoreline Lane #310 Boise, Idaho
   Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

JUN 28 1994

6/30/93 _____ PRESIDENT
Date Signature (and title, if on behalf of a company or organization)

Form 2-4
7/80

Identification No. 01-7010C
(Alt. #2 -- original permit)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof of beneficial use on a water right permit.

RECEIVED
JUN - 7 1988
Department of Water Resources

NORTH SIDE CANAL COMPANY, LTD. (Name) of 921 N. Lincoln, Jerome ID 83338 (Address)

State of IDAHO, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Waters of the State of Idaho No. 01-7010 C (Alt. #2 -- original permit).

That under the terms and conditions of said permit, work thereunder was required to be completed on or before July 1, 1988.

That he has heretofore performed the following work described under said permit: The Bypass Project (Alt. 1 in Permit) has been built and is being tested. The cost exceeds $8 million. The Y-8 Project (Alt. #6 in Permit) has been constructed and is operating. The Y-8 cost was approximately $250,000.00. Preliminary engineering, legal and administrative costs for the Wilson Project exceed $20,000.00. Land acquisition from BLM required payments in excess of $10,000.00. Costing $ 30,000.00

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: Began January 17, 1986, to obtain FERC exemption for Wilson Lake Project. FERC changed regulations to require land ownership before applicat would be acceptable. Although process already initiated, took from May 22, 1986, to July 21, 1987, to get patent and rights-of-way. FERC application took from August 7, 1987, until April 22, 1988. (See chronology attached.)

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to October 1, 1990.

NORTH SIDE CANAL COMPANY, LTD.
BOARD OF DIRECTORS

O.J. Marshall
CHAIRMAN (Signature)*

IF OTHER THAN HOLDER, Power of Attorney must be supplied.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to September 1, 1993.

Signed this 10th day of October, 19 90.

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OCT 18 1990

L. Glen Saxton
Chief, Water Allocation Bureau

$15.00 fee received by [illegible] Date 6-9-88 Receipt # C0012

EXECUTION COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT (COLLATERAL ASSIGNMENT OF WATER PERMIT NOS. 01-7010D AND 01-7084C)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of October 16, 1997, is made by and between ALLSTATE LIFE INSURANCE COMPANY (the "Assignor") and NEW YORK LIFE INSURANCE COMPANY and NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION (each, together with its successors and permitted assigns, the "Assignee" and together "Assignees").

RECITALS

A. Hazelton/Wilson Joint Venture, a joint venture organized and validly existing under the laws of the state of Idaho (the "Company") and the Sumitomo Bank, Limited, acting through its Los Angeles Branch ("Sumitomo"), previously entered into that certain Credit Agreement dated as of May 23, 1991, as amended by that certain First Amendment to Credit Agreement dated as of March 13, 1992 (as amended, supplemented, modified and in effect, the "Credit Agreement"), pursuant to which Sumitomo agreed to make construction loans in the aggregate amount of up to Eighteen Million One Hundred Thirty-Four Thousand Dollars ($18,134,000), which construction loans are evidenced by a Secured Promissory Note dated May 23, 1991 (the "Original Note").

B. As an inducement to Sumitomo to make the loans, the Company, Land Title and Escrow, Inc., an Idaho corporation (the "Trustee"), and Sumitomo, previously entered into a Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C dated May 23, 1991 (the "Original Trust Agreement"), pursuant to which the Company granted and assigned to the Trustee, as trustee for the benefit of Sumitomo, a first priority security interest in all the Company's right, title, and interest in and to the Permit Nos. 01-7010D and 01-7084C and all amendments and supplements thereto as collateral security for the loans.

C. In connection with the purchase by the Assignor from Sumitomo of the Original Note, as amended and restated and substituted or exchanged for by certain notes (the "Notes"), the Company, the Assignor and the Trustee entered into the Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C ("Trust Agreement"), dated as of July 9, 1993, pursuant to which the Company granted and assigned to the Trustee, as Trustee for the benefit of the Note Purchaser, a first priority security interest in all of the Company's right, title and interest in and to the Permit Nos. 01-7010D and 01-7084 and all amendments and supplements thereto as collateral security for the payment obligations of the

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Company under that certain Note Purchase Agreement between the Company and the Assignor, dated as of July 9, 1993 (the "Note Purchase Agreement").

D. In connection with the sale by the Assignor to the Assignees of the Notes, the Assignor has agreed to transfer all of the related collateral security and lien rights securing the Notes to the Assignees, and the Assignees have agreed to purchase the Notes and assume the rights and obligations of the Assignor under the Trust Agreement.

E. Each term used but undefined in this Agreement shall have the meaning assigned to such term in the Note Purchase Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

Section 1. Assignment. The Assignor hereby assigns and conveys unto the Assignees all of its right, title and interest in and to the Trust Agreement. Each Assignee hereby assumes without recourse or warranty all of the Assignor's obligations and liabilities under the Trust Agreement and agrees to indemnify and hold harmless the Assignor with respect to such obligations and liabilities of the Assignor under the Trust Agreement.

Section 2. Assignor's Representation. The Assignor represents and warrants that it is a party to the Trust Agreement and that its right, title and interest is free and clear of any adverse claim.

Section 3. Governing Law and Construction. **THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK.**

Section 4. Binding Effect. This Agreement applies to, inures to the benefit of and binds all parties to this Agreement and their successors and assigns.

Section 5. Counterpart Signatures. The parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ALLSTATE LIFE INSURANCE COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name:
Title:

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By: _____
Name:
Title:

MICROFILMED
DEC 04 1997

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ALLSTATE LIFE INSURANCE COMPANY

By:_____
Name:
Title:

By:_____
Name:
Title:

NEW YORK LIFE INSURANCE COMPANY

By:_____
Name:
Title: JAMIE N. MANSON
DIRECTOR - PROJECT FINANCE

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

By:_____
Name:
Title: JAMIE N. MANSON
DIRECTOR - PROJECT FINANCE

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DEC 04 1997

The undersigned hereby acknowledges
and consents to the assignment
and assumption set forth above:

HAZELTON/WILSON JOINT VENTURE

By: HAZELTON POWER COMPANY

By: Randolph J. Hill
Name: Randolph J. Hill
Title: President

By: H.W. HYDRO PARTNERSHIP,
A LIMITED PARTNERSHIP

By: L.B. Development, Inc.,
its general partner

By:_____
Name:
Title:

LAND TITLE AND ESCROW, INC.

By:_____
Name:
Title:

MICROFILMED
DEC 04 1997

The undersigned hereby acknowledges
and consents to the assignment
and assumption set forth above:

HAZELTON/WILSON JOINT VENTURE

By: HAZELTON POWER COMPANY

By:_____
Name:
Title:

By: H.W. HYDRO PARTNERSHIP,
A LIMITED PARTNERSHIP

By: L.B. Development, Inc.,
its general partner

By: Christopher W. Clark
Name: Christopher W. Clark
Title: Corporate Secretary

LAND TITLE AND ESCROW, INC.

By:_____
Name:
Title:

MICROFILMED
DEC 0 4 1997

The undersigned hereby acknowledges and consents to the assignment and assumption set forth above:

HAZELTON/WILSON JOINT VENTURE

By: HAZELTON POWER COMPANY

By:_____
Name:
Title:

By: H.W. HYDRO PARTNERSHIP,
A LIMITED PARTNERSHIP

By: L.B. Development, Inc.,
its general partner

By:_____
Name:
Title:

LAND TITLE AND ESCROW, INC.

By:_____
Name: Rick Bernsen
Title: Executive Vice President

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DEC 04 1997

TRUST AGREEMENT AND COLLATERAL ASSIGNMENT OF
WATER PERMIT NOS. 01-7010D AND 01-7084C

THIS TRUST AGREEMENT AND COLLATERAL ASSIGNMENT dated this 23rd day of May, 1991, is made by and among HAZELTON/WILSON JOINT VENTURE, a joint venture organized and validly existing under the laws of the state of Idaho, with its principal office at 333 N. 13th Street, Boise, Idaho 83702 (the "Assignor"); LAND TITLE AND ESCROW, INC., an Idaho corporation with an office at P.O. Box 349, Jerome, Idaho 83338 (the "Trustee"); and THE SUMITOMO BANK, LIMITED, a foreign bank licensed to do business under California banking regulations, with its principal United States office at 611 West Sixth Street, Suite 3700, Los Angeles, California 90017 (the "Bank").

RECITALS:

A. The Assignor and the Bank have entered into a Credit Agreement dated as of the date hereof (the "Credit Agreement"), pursuant to which the Bank has agreed to make a loan to the Assignor in the aggregate principal amount of Eighteen Million One Hundred Thirty-four Thousand Dollars ($18,134,000) to finance the construction of certain hydroelectric generating facilities in Jerome County, Idaho (the "Projects").

B. As an inducement to the Bank to make the loan to the Assignor under the Credit Agreement IDA-WEST ENERGY COMPANY, an Idaho corporation, with its principal office at 333 N. 13th Street, Boise, Idaho 83702 (the "Guarantor"), has executed a Guaranty dated as of the date hereof (the "Guaranty") in favor of the Bank to guarantee the punctual performance and payment of each and every obligation of the Assignor to the Bank under the Credit Agreement and the other loan documents (as defined in the Credit Agreement) to which it is a party.

C. NORTH SIDE CANAL COMPANY ("NSCC") was issued Permits to Appropriate Public Waters Nos. 01-7010D and 01-7084C (the "Permits") by the Department of Water Resources of the state of Idaho (the "Department") on June 29, 1977, and May 15, 1991; copies of which are attached hereto as Exhibits A and B.

D. Pursuant to an Assignment of Permit dated May 15, 1991, the NSCC assigned to Wilson Power Company its entire right, title, and interest in and to Permit No. 01-7010D; a copy of which Assignment is attached hereto as Exhibit C.

E. Pursuant to an Assignment of Permit dated May 15, 1991, the NSCC assigned to the Hazelton Power Company its entire right, title, and interest in and to Permit No. 01-7084C; a copy of which Assignment is attached hereto as Exhibit D.

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F. Pursuant to an Assignment of Permit dated May 15, 1991, the Hazelton Power Company assigned to Assignor its entire right, title, and interest in and to the Permit No. 01-7084C; a copy of which Assignment is attached hereto as Exhibit F.

G. Pursuant to an Assignment of Permit dated May 15, 1991, the Wilson Power Company assigned to Assignor its entire right, title, and interest in and to the Permit No. 01-7010D; a copy of which Assignment is attached hereto as Exhibit G.

H. The Department has approved the assignments referred to in Recitals D, E, F, and G above; a copy of which approval is attached hereto as Exhibit E.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. The Assignor hereby represents and warrants to the Bank that:

(a) The Recitals are true and correct; and

(b) The Assignor is the lawful owner of the rights and interests granted pursuant to the Permits; the Permits are in full force and effect and have not been amended or modified; and the Assignor has not transferred, assigned, conveyed, or granted a security interest in its rights and interests under the Permits to any person or entity.

2. Subject to and specifically conditioned upon the written approval of this Assignment by the Department, the Assignor hereby grants and assigns to the Trustee, as trustee for the benefit of the Bank, a first priority security interest in all the Assignor's right, title, and interest in and to the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Bank arising under the Credit Agreement.

3. This Assignment is an assignment only of all right, title, and interest of the Assignor in and to the Permits, and the Assignor covenants and agrees with the Trustee faithfully to perform, observe, and comply with all obligations of the Assignor under the Permits and with all limitations and conditions imposed under the Permits, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Bank be deemed to have assumed any of the obligations of the Assignor under or with respect to the permits, unless and until the Bank has given the Assignor written notice that the Bank has affirmatively assumed such obligations as the result of an event of default existing

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under the Credit Agreement or the Guaranty (a "Default") and of the enforcement of the rights and remedies of the Trustee under this Assignment.

4. The Assignor agrees that it will not cancel, terminate, modify, or amend the Permits or surrender any of its water rights granted under the Permits and will not further assign the Permits to any party, without in each instance the prior written consent of the Bank. The Assignor further agrees that it shall deliver to the Trustee or the Bank copies of all written agreements, correspondence, and memoranda between the Assignor and the Department relating to the Permits and any water licenses issued by the Department to replace the Permits.

5. Upon the occurrence of any Default, the Trustee, at the request of the Bank, may without notice or demand and with or without entry upon the site of the Projects, at its option, take over and enjoy the benefits of the Permits to the same extent as the Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Bank under the Guaranty or under any other instrument securing the performance and payment of the obligations under the Credit Agreement or other Loan Documents. In addition, upon the occurrence of a Default, the Trustee shall have the right to exercise and enforce, subject to the direction of the Bank, any and all rights and remedies available after Default to a secured party under applicable law. Upon completion of the exercise of such remedies as Bank shall direct, the Trustee shall assign the Permits to such third-party transferee as Bank shall designate in writing. If notice to the Assignor of any intended disposition of collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Assignor at least ten (10) days prior to the intended disposition or other intended action.

6. The Trustee shall hold all right, title, and interest in and to the Permits for the benefit of the Bank subject to the limitations under this Assignment, pending issuance by the Department of water licenses to replace the Permits. Any water licenses issued to replace the Permits shall be issued to the Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all the Assignor's right, title, and interest in and to any such water licenses as collateral security for the punctual performance and payment of each and every obligation of the Assignor and the Guarantor to the Bank arising under the Credit Agreement and the Guaranty, and the rights and remedies of the Trustee with respect to any such water licenses shall be the same as those provided in this Assignment in respect to the Permits. In the event that any water licenses shall be issued to the Trustee instead of to the Assignor, the Trustee shall take all necessary steps to transfer ownership of such water licenses to the Assignor as promptly as possible, subject to the terms of this Assignment. In addition, the Assignor shall execute, acknowledge, and deliver to the

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Trustee, from time to time as requested by the Trustee, such other documents as shall be necessary or advisable in connection with the rights and remedies of the Trustee granted or provided for by this Assignment and to confirm the rights created now or hereafter intended to be created under this Assignment; to protect and further the validity, priority, and enforceability of this Assignment; to subject to this Assignment any property or rights intended by the terms hereof to be covered by this Assignment; or otherwise to carry out the purposes hereof and the transactions contemplated hereunder.

7. The Assignor agrees to indemnify and to hold the Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by the Trustee under this Assignment; provided, however, that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making the Trustee a mortgagee in possession or as constituting a waiver or suspension by the Bank of its right to enforce performance of the obligations under the terms of the Credit Agreement or the Guaranty. The Trustee is not the agent, partner, or joint venturer of either the Assignor or the Department.

9. The Bank hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees, or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee: (i) may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts; (ii) shall incur no liability under or in respect to this Assignment by acting upon any notice, certificate, or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor

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under this Assignment or to determine whether a default has occurred; and (iv) shall not be responsible to the Bank for the due execution, legality, validity, enforceability, sufficiency, or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

11. The Bank agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Bank shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least ninety (90) days' prior written notice thereof to the Bank and the Assignor and may be removed at any time with or without cause by the Bank. Upon any such resignation or removal, the Bank shall have the right to appoint a successor Trustee. If no successor Trustee shall have been so appointed by the Bank and shall have accepted such appointment within sixty (60) days after the retiring Trustee's giving of notice of resignation or the removal of the retiring Trustee, as the case may be, then the retiring Trustee may, on behalf of the Bank, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the state of Idaho having its principal office in the state of Idaho, and in the case of any bank having a combined capital and surplus of at least Twenty-five Million Dollars ($25,000,000). Upon acceptance of any appointment as Trustee hereunder by a successor Trustee, such successor Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the retiring Trustee, and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

13. The Trustee accepts the establishment of the trust arrangement set forth herein and agrees to perform the duties and obligations of the Trustee created herein for a fee of Two Hundred Fifty and No/100 Dollars ($250.00) payable by the Bank at closing.

14. The Assignor agrees that it will execute such other instruments and documents as the Bank or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing

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with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water licenses that replace the Permits to the Trustee.

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

16. This Assignment can be waived, modified, terminated, or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of the Assignor indicated below:

Hazelton/Wilson Joint Venture
333 N. 13th Street
Boise, Idaho 83702
Attention: President

18. The Trustee shall release all collateral granted hereunder when all amounts outstanding under the Guaranty, the Credit Agreement, and the other Loan Documents, including without limitation accrued and unpaid interest, have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by and construed in accordance with the laws of the state of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

HAZELTON/WILSON JOINT VENTURE
an Idaho joint venture

By: HAZELTON POWER COMPANY,
an Idaho corporation,

By _____
Title: PRESIDENT

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By: WILSON POWER COMPANY,
an Idaho corporation

By _____
Title: PRESIDENT

Address for Notices:

333 North 13th Street
Boise, Idaho 83702
Telex No.:
Telecopier No.: (208) 336-9795
Telephone No.: (208) 336-4254
Attention: President

LAND TITLE AND ESCROW, INC.
an Idaho corporation

By _____
Title: President

Address for Notices:

P.O. Box 349
Jerome, Idaho 83338
Telex No.:
Telecopier No.: 208-324-8961
Telephone No.: 208-324-3357
Attention: Rick Bernsen

THE SUMITOMO BANK, LIMITED,
Los Angeles Branch

By _____
Title:

Lending Office for Prime Rate Loans:

Lending Office for Loans other than Prime Rate Loans:

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Address for Notices:

611 West 6th Street
Los Angeles, California 90017
Telex No.:
Telecopier No.: (213) 623-6832
Telephone No.:
Attention:

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STATE OF Idaho)
) ss.
County of Ada)

On this 20th day of May, 1991, before me, [illegible], a notary public in and for said state, personally appeared [illegible], known or identified to me to be the [illegible] of Hazelton Power Company, an Idaho corporation and a joint venturer of Hazelton/Wilson Joint Venture, that executed the above instrument or the person who executed the instrument on behalf of Hazelton Power Company, and acknowledged to me that such corporation 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.

[illegible]
Notary Public in and for Idaho
Residing at Boise
Commission Expires July 1996

STATE OF Idaho)
) ss.
County of Ada)

On this 20th day of May, 1991, before me, [illegible], a notary public in and for said state, personally appeared [illegible], known or identified to me to be the [illegible] of Wilson Power Company, an Idaho corporation and a joint venturer of Hazelton/Wilson Joint Venture, that executed the above instrument or the person who executed the instrument on behalf of Wilson Power Company, and acknowledged to me that such corporation 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.

[illegible]
Notary Public in and for Idaho
Residing at Boise
Commission Expires July 1996

DEC 09 1991

STATE OF Idaho)
) ss.
County of Cassia)

On this 17th day of May, 1991, before me, William A. Parsons a notary public in and for said state, personally appeared Larry Roberts, known or identified to me to be the President of Land Title and Escrow, Inc. ("Corporation"), that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation 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.

OFFICIAL SEAL
WILLIAM A. PARSONS
NOTARY PUBLIC STATE OF IDAHO
PRINCIPAL OFFICE IN BURLEY
CASSIA COUNTY
My Commission Expires 7/1/92

William A Parsons
Notary Public in and for _____
Residing at _____
Commission Expires _____

STATE OF)
) ss.
County of)

On this _____ day of _____, 1991, before me, _____, a notary public in and for said state, personally appeared _____, known or identified to me to be the _____ of The Sumitomo Bank ("Bank") that executed the above instrument or the person who executed the instrument on behalf of the Bank and acknowledged to me that such Bank 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 in and for _____
Residing at _____
Commission Expires _____

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By: WILSON POWER COMPANY,
an Idaho corporation

By _____
Title:

Address for Notices:

333 North 13th Street
Boise, Idaho 83702
Telex No.:
Telecopier No.: (208) 336-9795
Telephone No.: (208) 336-4254
Attention: President

LAND TITLE AND ESCROW, INC.
an Idaho corporation

By _____
Title:

Address for Notices:

P.O. Box 349
Jerome, Idaho 83338
Telex No.:
Telecopier No.:
Telephone No.:
Attention:

THE SUMITOMO BANK, LIMITED,
Los Angeles Branch

By _____
Title: Joint General Manager

Lending Office for Prime Rate Loans:

Lending Office for Loans other than Prime Rate Loans:

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STATE OF)
) ss.
County of)

On this _____ day of _____, 1991, before me, _____, a notary public in and for said state, personally appeared _____, known or identified to me to be the _____ of Land Title and Escrow, Inc. ("Corporation"), that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation 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 in and for _____
Residing at _____
Commission Expires _____

STATE OF California)
) ss.
County of Los Angeles)

On this 21st day of May, 1991, before me, Ron A. Metzger, a notary public in and for said state, personally appeared Masami Sumi, known or identified to me to be the Joint General Manager of The Sumitomo Bank* ("Bank") that executed the above instrument or the person who executed the instrument on behalf of the Bank and acknowledged to me that such Bank 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.

* Limited, Las Angeles Branch

Ron A Metzger
Notary Public in and for California
Residing at Los Angeles, CA.
Commission Expires May 6, 1994

OFFICIAL SEAL
RON A. METZGER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. expires MAY 6, 1994

RECORDED
DEC 09 1991

State of Idaho

Department of Water Resources

ASSIGNMENT OF PERMIT

NORTH SIDE CANAL COMPANY, LTD., hereby assigns to WILSON POWER COMPANY, an Idaho joint venture, with offices at 333 North 13th Street, Boise, Idaho 83702

_X_ All its right, title, and interest in and to Permit No. 01-7010D to appropriate the public waters of the State of Idaho.

____ The following described portion of my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the Permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage.)

ASSIGNED IN FULL.

Made this 15th day of May, 1991.

NORTH SIDE CANAL COMPANY, LTD.

By: Russell Woolley
Its: President

State of Idaho)
) ss.
County of Jerome)

On this 15th day of May, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared RUSSELL WOOLLEY, personally known to me, who being duly sworn states that he is the PRESIDENT of NORTH SIDE CANAL COMPANY, LTD., the corporation that executed the same as a free act and deed of said corporation.

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

William Ted Keith
NOTARY PUBLIC FOR IDAHO
Residing at: JEROME
My commission expires: 1992

RETURNED
DEC 09 1991

I/assign.per

AFFIDAVIT

STATE OF IDAHO)
) ss.
County of Jerome)

I, RUSSELL WOOLLEY, after being first duly sworn, depose and state:

1. That I am the PRESIDENT of North Side Canal Company, Ltd., an Idaho corporation.

2. That North Side Canal Company, Ltd. and Wilson Power Company entered into a Lease and Assignment Agreement dated November 9, 1990, wherein North Side Canal Company agreed to assign all of its right, title and interest in and to Water Right No. 01-7010D as said permit applies to the Wilson Lake Hydroelectric Project to the Wilson Power Company.

3. That North Side Canal Company, Ltd. has consented to an assignment of said Lease and Assignment Agreement to Hazelton/Wilson Joint Venture, an Idaho joint venture.

4. That North Side Canal Company, Ltd. has given permission to Hazelton/Wilson Joint Venture to utilize North Side Canal Company's existing man-made irrigation facilities, specifically the new canal adjacent to the existing Main Canal of North Side Canal Company, Ltd., for purposes of operating the Wilson Lake Hydroelectric Project, as of the date of said Lease and Assignment Agreement, as assigned.

Further your affiant sayeth not.

Dated this 15th day of May, 1991.

NORTH SIDE CANAL COMPANY, LTD.

By: Russell Woolley
Its: President

SUBSCRIBED AND SWORN to before me this ____ day of May, 1991.

NOTARY PUBLIC FOR IDAHO
Residing at: JEROME
My commission expires: 1992

I/affidavi

RECORDED
DEC 09 1991

Ident. No. 01-7010D

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AFFIDAVIT FOR WATER RIGHTS TO BE USED
FOR POWER PURPOSES

A. Establishment of Residency:j

I, Ronald L. Williams of Boise, County of Ada, State of Idaho, being duly sworn, depose and say: That I am the designated registered agent of Wilson Power Company; that as such I am in charge of the registered office of the said corporation as required by Section 30-1-12, Idaho Code, at Boise, Idaho, wherein are kept the corporate records required by Section 30-1-52, Idaho Code; and that Wilson Power Company is a corporation qualified to do business in the State of Idaho under the laws of the State of Idaho.

B. Ownership of Facilities:

The hydropower facility to be developed pursuant to the attached Assignment of Permit will utilize existing man-made irrigation facilities such as a dam or a canal and permission of the owner is documented in an affidavit attached hereto.

WILSON POWER COMPANY
Ronald L Williams
Ronald L. Williams
Registered Agent

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of May, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Ronald L. Williams, personally known to me, who being duly sworn states that he is the Registered Agent of WILSON POWER COMPANY, the corporation that executed the same as a free act and deed of said corporation.

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

RECORDED
DEC 09 1991

NOTARY PUBLIC FOR IDAHO
Residing at: Boise Idaho
My commission expires: Aug 96

State of Idaho

Department of Water Resources

ASSIGNMENT OF PERMIT

WILSON POWER COMPANY, hereby assigns to HAZELTON/WILSON JOINT VENTURE, an Idaho joint venture, with offices at 333 North 13th Street, Boise, Idaho 83702

__X__ All its right, title, and interest in and to Permit No. 01-7010D to appropriate the public waters of the State of Idaho.

____ The following described portion of my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the Permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre fee for storage.)

ASSIGNED IN FULL

Made this 15th day of May, 1991.

WILSON POWER COMPANY

By: Kyle W. Swayze
Its: President

State of Idaho)
) ss.
County of Ida)

On this 15th day of May, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Kyle W. Swayze, personally known to me, who being duly sworn states that he is the President of WILSON POWER COMPANY, the corporation that executed the same as a free act and deed of said corporation.

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

MICROFILMED
DEC 09 1991

NOTARY PUBLIC FOR IDAHO
Residing at: Boise Idaho
My commission expires: June 96

ASSIGNMENT OF LEASE AND DEVELOPMENT AGREEMENTS

WILSON POWER COMPANY, an Idaho corporation, hereinafter referred to as the ("Assignor"), hereby assigns to HAZELTON/WILSON JOINT VENTURE, an Idaho joint venture ("Assignee"), all of its rights, titles, interests and obligations under that certain LEASE AND ASSIGNMENT AGREEMENT (the "Lease"), dated November 9, 1990, by and between Assignor and NORTH SIDE CANAL COMPANY, LTD. ("NSCC"), and that certain DEVELOPMENT AGREEMENT (the "Agreement"), dated November 9, 1990, by and between Assignor and NSCC, which Lease and Agreement affect certain real property located in Jerome County, State of Idaho, described in Exhibit "A", attached hereto and by this reference made a part hereof, and other rights, titles and interests.

Assignor hereby represents to Assignee that the Lease and Agreement are in full force and effect as of the date hereof, and that the Lease and Agreement are assignable upon the written consent of NSCC hereinafter set forth.

Assignee hereby accepts the assignments herein contained and agrees to fulfill all obligations under the Lease and Agreement from and after the date of this Assignment and to hold Assignor harmless therefrom.

FILMED
DEC 09 1991

REQUEST OF Land Title & Escrow, Inc.
APR 5 3 59 PM '91
JEROME COUNTY IDAHO
FEES 12.00

911094

IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be executed by their duly authorized officers or representatives as of the 2nd day of April, 1991.

Assignor:

WILSON POWER COMPANY

By: _____
Kip W. Runyan
President

Assignee:

HAZELTON/WILSON JOINT VENTURE

By: Hazelton Power Company,
its joint venture partner

By: _____
Kip W. Runyan
President

By: Wilson Power Company,
its joint venture partner

By: _____
Kip W. Runyan
President

The undersigned, NORTH SIDE CANAL COMPANY, LTD., an Idaho corporation, hereby consents to the Assignments herein contained.

DATED this 5 day of April, 1991.

NORTHSIDE CANAL COMPANY, LTD.

By: _____
Its Manager

MICROFILMED
DEC 09 1991

STATE OF IDAHO)
) ss.
County of Blaine)

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Kip W. Runyan, personally known to me, who being duly sworn states that he is the President of Hazelton Power Company, the corporation that executed the within instrument, and acknowledged to me that he executed the same as a free act and deed of said corporation.

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

ALTHEA FLEGEL NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: Dec. 1996

STATE OF IDAHO)
) ss.
County of Blaine)

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Kip W. Runyan, personally known to me, who being duly sworn states that he is the President of Wilson Power Company, the corporation that executed the within instrument, and acknowledged to me that he executed the same as a free act and deed of said corporation.

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

ALTHEA FLEGEL NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: Dec. 1996

MICROFILMED
DEC 09 1991

STATE OF IDAHO)
) ss.
County of Jerome)

On this 5 day of April, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Ted Diehl, personally known to me, who being duly sworn states that he is the Manager of North Side Canal Company, Ltd., the corporation that executed the within instrument, and acknowledged to me that he executed the same as a free act and deed of said corporation.

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

NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, Idaho
My commission expires: 1-15-97

I/assign.lea

MICROFILMED
DEC 09 1991

EXHIBIT "A"

To
Assignment of Lease and
Development Agreement
By and Between
Wilson Power Company
and
Hazelton/Wilson Joint Venture
Dated April 2, 1991

Parcel No. 1:

TOWNSHIP 9 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A parcel of land located in the SE¼NE¼, described as follows:

Beginning at the Southeast corner of said SE¼NE¼;
Thence North 0°04'49" East a distance of 1318.89 feet to the Northeast corner of said SE¼NE¼;
Thence North 89°53'01" West a distance of 1319.97 feet to the Northwest corner of said SE¼NE¼;
Thence South 0°05'54" West a distance of 340.00 feet along the Westerly boundary of said SE¼NE¼ to THE TRUE POINT OF BEGINNING;
Thence South 89°54'06" East a distance of 300.00 feet;
Thence South 0°05'54" West a distance of 230.00 feet;
Thence North 89°54'06" West a distance of 300.00 feet to the Westerly boundary of said SE¼NE¼;
Thence North 0°05'54" East a distance of 230.00 feet along the Westerly boundary of said SE¼NE¼ to THE TRUE POINT OF BEGINNING.

MICROFILMED
DEC 09 1991

(continued)

Parcel No. 2:

TOWNSHIP 9 SOUTH, RANGE 19, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 24: A parcel of land located in the SE¼NE¼, described as follows:

Beginning at the Southeast corner of said SE¼NE¼;
Thence North 0°04'49" East a distance of 708.89 feet along the Easterly boundary of said SE¼NE¼;
Thence South 53°20'26" West a distance of 190.00 feet to THE TRUE POINT OF BEGINNING;
Thence South 36°31'34" East a distance of 200.00 feet;
Thence South 53°20'26" West a distance of 361.99 feet;
Thence North 09°55'11" West a distance of 90.16 feet;
Thence North 0°04'49" East a distance of 200.00 feet;
Thence South 09°55'11" East a distance of 25.00 feet;
Thence North 53°20'26" East a distance of 295.83 feet to THE TRUE POINT OF BEGINNING.

MICROFILMED
DEC 09 1991

Ident. No. 01-7010D

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
AFFIDAVIT FOR WATER RIGHTS TO BE USED
FOR POWER PURPOSES

A. Establishment of Residency:

I, Ronald L. Williams of Boise, County of Ada, State of Idaho, being duly sworn, depose and say: That I am the designated agent of the Hazelton Power Company and the Wilson Power Company; that the Hazelton Power Company and Wilson Power Company have formed a joint venture known as the Hazelton/Wilson Joint Venture; that as such I am in charge of the registered offices of each Venturer as required by Section 30-1-12, Idaho Code, at Boise, Idaho, wherein are kept the records required by Section 30-1-52, Idaho Code; and that Hazelton/Wilson Joint Venture is a Joint Venture qualified to do business in the State of Idaho under the laws of the State of Idaho.

B. Ownership of Facilities:

The hydropower facility to be developed pursuant to the attached Assignment of Permit will utilize existing man-made irrigation facilities such as a dam or a canal and permission of the owner is documented in an affidavit attached hereto.

HAZELTON/WILSON JOINT VENTURE

By: HAZELTON POWER COMPANY

Ronald L Williams

Ronald L. Williams
Registered Agent

By: WILSON POWER COMPANY

Ronald L Williams

Ronald L. Williams
Registered Agent

RECORDED
DEC 09 1991

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of May, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Ronald L. Williams, personally known to me, who being duly sworn states that he is the Registered Agent of HAZELTON POWER COMPANY and WILSON POWER COMPANY, the corporations which are the joint venturers of HAZELTON/WILSON JOINT VENTURE, which corporations executed the same as a free act and deed of said corporations.

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

NOTARY PUBLIC FOR IDAHO
Residing at:
My commission expires: 9-96

MICROFILMED
DEC 09 1991

State of Idaho

Department of Water Resources

ASSIGNMENT OF PERMIT

WILSON POWER COMPANY, hereby assigns to HAZELTON/WILSON JOINT VENTURE, an Idaho joint venture, with offices at 333 North 13th Street, Boise, Idaho 83702

_X_ All its right, title, and interest in and to Permit No. 01-7010D to appropriate the public waters of the State of Idaho.

____ The following described portion of my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the Permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage.)

ASSIGNED IN FULL.

Made this 10th day of May, 1991.

WILSON POWER COMPANY

By: Kip W Runyon
Its: PRESIDENT

State of Idaho)
) ss.
County of Ada)

On this 10th day of May, 1991, before me, the undersigned, a Notary Public in and for the above named State and County, personally appeared Kip W. Runyon, personally known to me, who being duly sworn states that he is the President of WILSON POWER COMPANY, the corporation that executed the same as a free act and deed of said corporation.

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

NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My commission expires: June 96

RECORDED/MAILED
DEC 09 1991

I/assign.per

MEMORANDUM

Date: October 24, 2014

To: Water Right File 1-7010, 1-7010B, 1-7010C and 1-7010D

From: medl

Re: file documents

Documents in the root file 1-7010 dated 1987 or later, have been portioned out into parts A, B, C, D.

1-7010 A represents the undeveloped sites. This part has lapsed. See micro-film.

1-7010 B represents the Bypass Ltd project. A license has been issued.

1-7010 C represents the Y8 project. The hydroelectric project has been abandoned and the 1-7010 C permit has been voided.

1-7010 D represents the Wilson Lake project. Proof was filed in 1993. A beneficial use field exam is still needed.

2. TURBINE DESCRIPTION

2.A HAZELTON "B" AND WILSON LAKE GENERATING STATIONS

2A.1 **Kaplan Pit Turbine**	HAZELTON "B"	WILSON LAKE
Turbine Design Data		
Net head, rated	31 ft	40 ft
Discharge, rated	1447 ft^3/sec	1457 ft^3/sec
Generator output, rated	3420 KW	4468 KW
Turbine output at rated head & discharge	3568 KW	4660 KW
Speed	200 RPM	200 RPM
Runner diameter	2600 mm (102.36")	2600 mm (102.36")

MICROFILMED
OCT 2 9 1997

RIMS

IWOS
Ida-West Operating Services, Inc.

1199 Shoreline Lane, Suite 310
P.O. Box 7867
Boise, Idaho 83707
208 - 336-4254
Fax - 336-4120

FILED
OFFICE OF THE SECRETARY
94 JUN 22 AM 10: 39
FEDERAL ENERGY
REGULATORY
COMMISSION

June 10, 1994

Mr. Arthur Martin, Regional Director
Federal Energy Regulatory Commission
1120 S.W. 5th Avenue, Suite 1340
Portland, Oregon 97204

94 JUN 13 AM 10: 15
PORTLAND REGIONAL OFFICE

Reference: *Wilson Lake Hydro Project, FERC No. 10454*

Subject: Response to FERC letter dated May 10. 1994 Requesting Plan to Reduce Leakage Beneath Right Wingwall

Dear Mr. Martin:

We are in receipt of your letter to Sherry Huber dated May 10, 1994, concerning seepage beneath the right wingwall at the Wilson Lake Hydro Project. The following information is provided:

1. During the initial filling of the power canal during the spring of 1993, several seeps were observed. At that time, the seepage was estimated to be approximately 300 gpm.

2. H/WJV requested that the Project Engineers, Black and Veatch, make a site visit to evaluate and if necessary provide corrective action recommendations. As documented in Black and Veatch's memorandum dated April 27, 1993, their conclusions from onsite observations with regard to the Wilson Lake right wingwall were that:

   - "Seepage appeared to be flowing through the rock formation beneath the wingwall foundation and relieving itself on the downstream side of the wingwall foundation."
   - "The embankment sections do not appear to be leaking. Thus, the stability of the embankment sections is not in question."
   - "The stability of the wingwalls is also not in question."

FERC DOCKETED
JUN 22 1994

9504270344

In their memorandum, Black and Veatch also provided some recommendations. Those recommendations that pertain to the Wilson Lake right wingwall include:

- "Continue to monitor the situation. Over time, it is expected that the wingwall joints and the rock formation cracks and fissures that are leaking will seal themselves off."

3. Observations by project personnel during the initial filling were that the water flowing from beneath the wingwall foundations was clear and at no time showed any evidence that fines were being transported from the rock matrix beneath the foundation.

4. In accordance with Black and Veatch's first recommendation, we have been and will continue to monitor the seepage from beneath the right wingwall. This includes daily visual observations to check water clarity, and flowrate measurements taken approximately once a week. Black and Veatch's second recommendation was to install a french drain system to help with plant operations and maintenance. This suggestion was implemented last summer when a french drain system was installed in the parking area adjacent to the right wingwall foundation. Black and Veatch's third suggestion was to inspect and seal any noticeable areas during the non-irrigation season which would allow seepage. An inspection was made at the end of the last irrigation season in an attempt to find obvious areas which would allow seepage. None were found.

   While Black and Veatch was onsite during its spring of 1993 inspection, H/WJV had the construction contractor place several tons of cinders on the upstream side of the wingwalls. The method was effective as the seepage essentially stopped for the remainder of the irrigation season.

5. Upon filling the power canal this year, the seepage from beneath the right wingwall started again. The following table provides a summary of the seepage rates for this irrigation season:

Date	Seepage (gpm) from beneath Right Wingwall Foundation	Intake Channel Water Surface Elevation
3/22/94	200	
3/25/94	200	4007.84
3/31/94	150	4010.91
4/24/94	120	4008.5
6/8/94	120	4010.55

As with last year, the seepage continues to show no evidence of carrying any fine material. Additionally, flows continue to decrease, indicating that the seeps are sealing themselves off as Black and Veatch had predicted.

6. In response to your request for remedial actions, our plan is do the following:

- Continue to monitor the seepage. Daily inspections will be made to check the clarity of the water and to observe whether obvious fluctuations in seepage flowrates have occurred. Seepage flowrates will be measured once a week.

- Once the power canal has been dewatered at the end of the irrigation season, we will inspect the power canal intake channel to locate areas that might be allowing seepage.

- Areas found during the inspection that appear to have been allowing seepage will be sealed.

It is our opinion that Black and Veatch is correct in its conclusion that the stability of both the embankments and wingwall foundations are not in question, and that the seepage is not an issue of safety. We also believe a natural sealing of the seepage paths within the rock matrix is ongoing and is the preferred long term solution.

We hope this satisfies your needs. If you have any questions or if we can be of any other assistance, please contact me at (208) 336-4254.

Sincerely,

Robert A. Cline

Robert A. Cline, P.E.
Project Engineer

cc: Mr. Mark Jones - FERC, Portland

HAZELTON/WILSON JOINT VENTURE
Post Office Box 7867, Boise, Idaho 83707 (208) 395-8930
3380 Americana Terrace, Suite 300, Boise, Idaho 83706 - Fax (208) 395-8931

February 19, 1998

FILED
OFFICE OF THE SECRETARY
98 FEB 23 PM 4:4?
FEDERAL ENERGY
REGULATORY
COMMISSION

David P. Boergers, Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426
Attn: Rita Mastrorocco

Re: ***Change of Address - Hazelton/Wilson Joint Venture***
Project #10454 - Wilson Lake Hydroelectric Project

Dear Secretary:

The address for the administrative offices of the Licensee for the above referenced project has been changed to the following:

Ida-West Energy Company
3380 Americana Terrace, Suite 200
Boise, Idaho 83706

Our general mailing address remains the same as follows:

Ida-West Energy Company
P.O. Box 7867
Boise, ID 83707

The corporate telephone and fax numbers have changed to the following:

Telephone: (208) 395-8930
Fax: (208) 395-8931

Please change your records accordingly. If you need any additional information, please contact Sherry Huber at (208) 395-8930.

Sincerely,

980302-0430-3

Sherry Huber
Operations Manager

cc: Harry Hall, FERC-PRO

S:\TEMP\ALL-Project-Address_98.wpd

FERC DOCKET
FEB 23 1998

cc
13914D

UNITED STATES OF AMERICA 65 FERC ¶62,119
FEDERAL ENERGY REGULATORY COMMISSION

Hazelton/Wilson Joint Venture — Project No. 10454-003
Idaho

ORDER AMENDING EXEMPTION FROM LICENSING
FOR A CONDUIT HYDROELECTRIC PROJECT
Issued November 9, 1993

On September 24, 1993, Hazelton/Wilson Joint Venture, exemptee for the Wilson Lake Project, FERC No. 10454, filed an application to amend its exemption to show the as-built installed capacity of the project.

In the filing, the exemptee states that the project contains two generating units with a total installed capacity of 8,400 kW. The Order Granting Exemption from Licensing1 authorized a project containing 3 units with a total installed capacity of 6,300 kW.

The exemptee explained that, prior to construction, the project's engineer recommended installing larger generating units to best utilize the project's head and hydraulic capacity. Also, due to economical reasons, the exemptee purchased two units, instead of three units as originally proposed. The exemptee indicated that the hydraulic capacity of the project remains the same as proposed in the application for exemption filed on August 10, 1987.

The exemptee consulted with the United States Fish and Wildlife Service (FWS), and Idaho Fish and Game (IFG). Neither agency objected to the changes because they did not alter the amount of water diverted or change the operation of the project.

The Commission's staff finds that the increase in the project's installed capacity does not result in any additional adverse environmental effects other than those identified during processing of the exemption. Therefore, this order will amend the exemption to show that the project contains two units with a total installed capacity of 8,400 kW.

The Director orders:

(A) The exemption for the Wilson Lake Project, FERC No. 10454, is amended as provided by this order, effective the first day of the month in which this order is issued.

1 43 FERC ¶62,077, issued April 22, 1988.

(B) The total authorized installed capacity of the Wilson Lake Project, FERC No. 10454, is 8,400 kW.

(C) Appendix A, Subparagraph k, of the Order Granting Exemption from Licensing (Conduit), issued on April 22, 1988, is revised to read as follows:

> k. Description of Project: "... The powerhouse contains two generating units with a total installed capacity of 8,400 kW..."

(D) The exemptee shall report to the Commission any future proposed changes to the project prior to implementing them.

(E) This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant 18 C.F.R. 385.713.

J. Mark Robinson
Director, Division of Project
Compliance and Administration

MEMORANDUM

Date: May 27, 2011

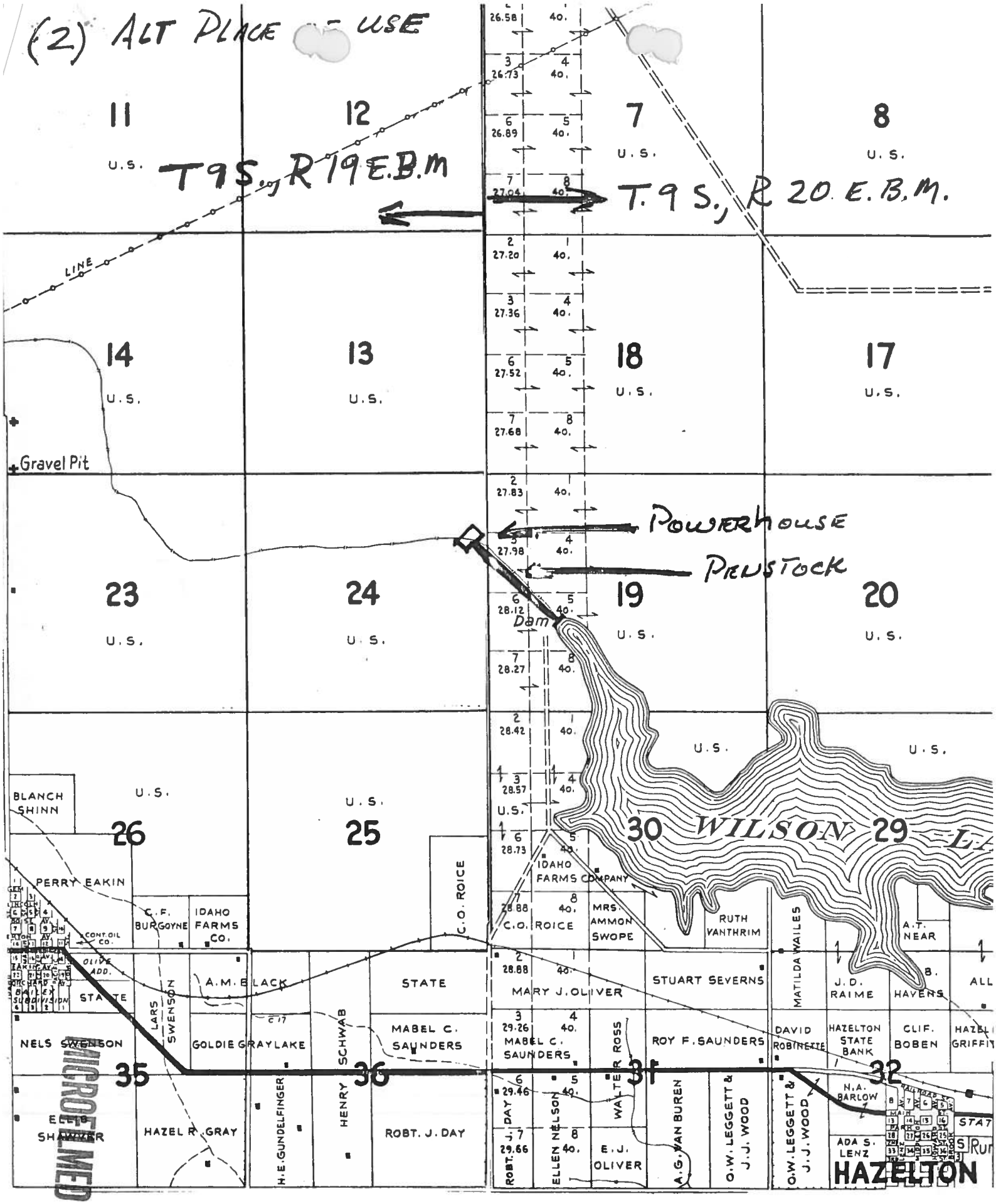
To: Water Right File 1-7010B, 1-7010C and 1-7010D

From: medl

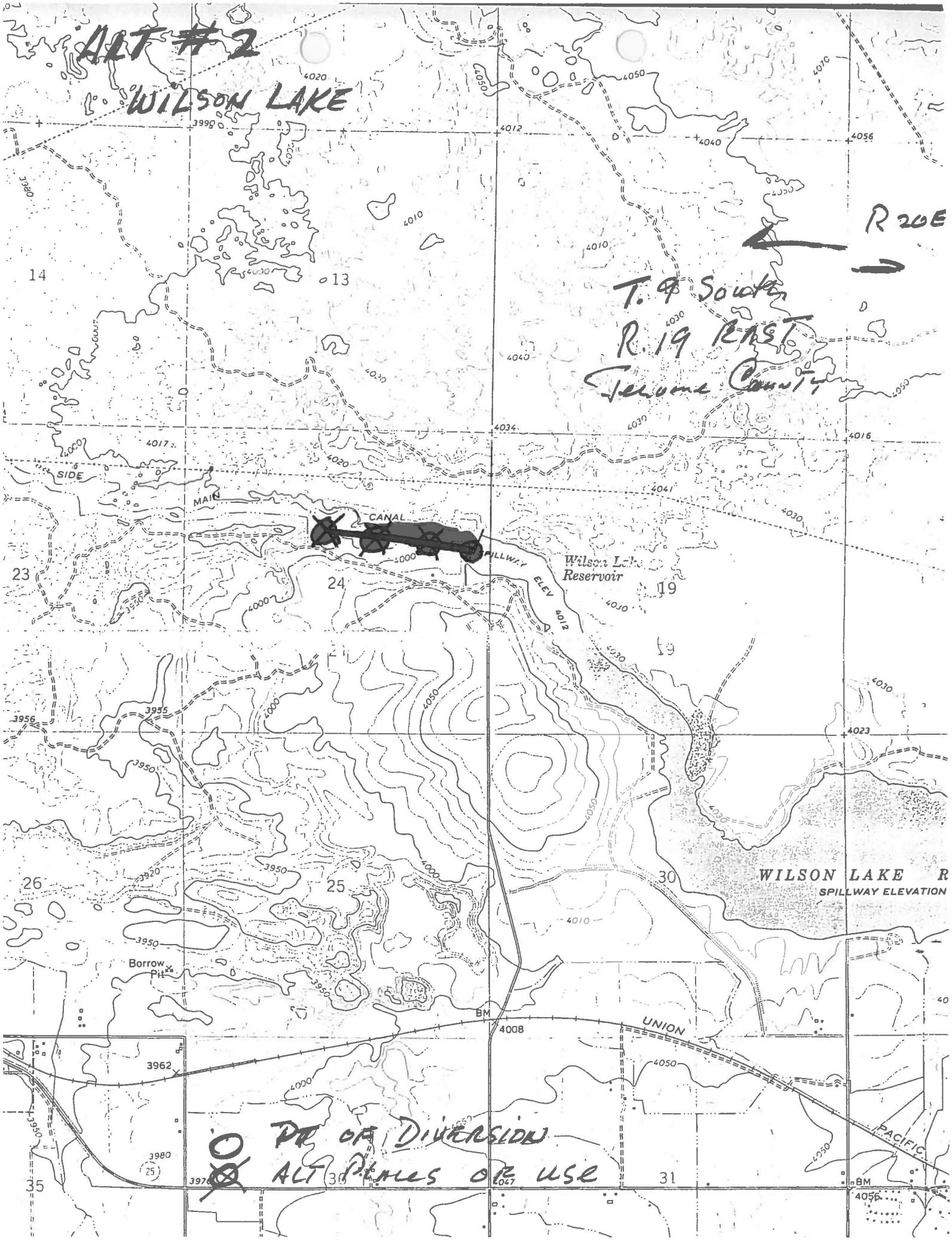
Re: Developed POUs

I have reviewed the POUs for root file 1-7010 and I have found
1-7010 B the Bypass Limited project is Alt #1 on the root permit
1-7010 C the Y 8 project is Alt #5 on the root permit (This site has been abandoned.)
1-7010 D the Wilson Lake project is Alt #2 on the root permit
The other Alternative POUs do not appear to have been developed as hydropower projects under this permit.

Scanned



Wilson Lake project
Map from Pool permit file MB


ALT #2
WILSON LAKE
R 20E
T. 4 South
R. 19 East
Yellowstone County
SIDE
MAIN
CANAL
SPILLWAY ELEV 4012
Wilson Lake
Reservoir
WILSON LAKE R
SPILLWAY ELEVATION
Borrow Pit
BM 4008
UNION
PACIFIC
PIPE OR DIVERSION
ALT PIPELINE OR USE
14
13
23
24
19
26
25
30
35
31

M E M O R A N D U M

DATE: December 1, 1997

TO: Files 01-07084C & 01-07010D

FROM: Kari Lynn Townsend

RE: Address Change

==========

The letter addressed to Randolph J Hill, c/o Hazelton/Wilson Joint Venture was returned with a yellow postoffice sticker showing a new addresws for Hazelton/Wilson Joint Venture.

I updated both files to reflect this new address for Hazelton/Wilson JV.

The letter to Mr. Hill was re-sent to the new address.

SCANNED
JUN 0 5 2003

MICROFILMED
DEC 0 4 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1[illegible]orth Orchard Street, P.O. Box 83720
Bo[illegible], Idaho 83720-0098

Return Service Requested

RECEIVED
NOV 28 1997
Department of Water Resources

PRESORTED FIRST CLASS

BOISE ID NOV 24 97 PB METER 7021178 U.S. POSTAGE 0.23 10

MICROFILMED DEC 04 1997

RANDOLPH J HILL
HAZELTON/WILSON JOINT VENTURE
1199 SHORELINE LANE, SUITE 310
BOISE

01-07084C
01-07010D

HAZE199* 837022015 1B97 05 11/26/97
RETURN TO SENDER
:HAZELTON WILSON JOINT VENTURE
3380 AMERICANA TER #300
BOISE ID 83706-2544

[illegible]

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 24, 1997

Randolph J. Hill
Hazelton/Wilson Joint Venture
1199 Shoreline Lane, Suite 310
Boise, ID 83702

Michael A. Watson
New York Life Insurance Company
New York Life Insurance and Annuity Corporation
51 Madison Avenue
New York, New York 10010-1603

Karen B. Wong, Esq.
Milbank, Tweed, Hadley & McCloy
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017

RE: Assignments of Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7084C and 01-7010D

Ladies and Gentlemen:

This office has received a copy of an Assignment and Assumption Agreement (Collateral Assignment of Water Permit Nos. 01-7084C and 01-701OD) dated as of October 16, 1997 (the "Collateral Assignment"), between Allstate Life Insurance Company, an Illinois insurance company ("Allstate"), and New York Life Insurance Company, a New York insurance company, and New York Life Insurance and Annuity Corporation, a New York insurance company (each a "Note Purchaser" and together "Note Purchasers"), as consented to and acknowledged by Hazelton/Wilson Joint Venture, an Idaho joint venture (the "Company") and Land Title and Escrow, Inc. ("Land Title"), transferring from Allstate to the Note Purchasers Allstate's right, title and interest in that certain Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C (the "Trust Agreement"). Pursuant to the Collateral Assignment, Allstate has assigned to the Note Purchasers a first priority security interest in all of its right, title and interest in and to the permits to the Note Purchasers. Permit no. 01-701OD is a portion of the original permit which authorizes the Wilson Lake project. Permit no. 01-7084C is a permit which authorizes the Hazelton B project.

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As of the date of this letter, the Company is listed in the records of this office as the current owner of the permits. This office has received a certificate from the office of the Secretary of State of the State of Idaho verifying that Land Title is organized under the laws of the State of Idaho.

This office understands that as a condition to entering into the Note Purchase Assignment, the Note Purchasers have required that this office acknowledge and consent to the transfer of the interests of Allstate in the Trust Agreement to the Note Purchasers under the Collateral Assignment.

We find that the Trust Agreement satisfies the requirements of Idaho Code Sections 42-206 through 42-210. Specifically, Land Title, as an Idaho corporation, is a qualified entity to continue to hold the permits, as trustee, as collateral security in accordance with the laws of the State of Idaho. Therefore, the Collateral Assignment is consented to and approved by the Idaho Department of Water Resources (the "Department"), as of the date of this letter.

As of the date of this letter, the permits are valid.

Please note that the Company will continue to be listed as the owner of record of the permits. It is the ultimate responsibility of the parties to the Collateral Assignment to ensure the terms thereof are properly enforced.

Sincerely,

Jim Johnson, Manager
Water Permits Section

/j

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DEC 04 1997

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 17, 1994

SHARON STRICKLAND
ROSHOLT, ROBERTONS, TOLMAN & TUCKER
PO BOX 1906
TWIN FALLS ID 83303-1906

RE: Permit No. 01-07010

Dear Ms. Strickland:

In follow-up to our telephone conversation today, the following is a short synopsis of the splits on this permit.

In 1977, the department approved this permit in the name of North Side Canal Co. Ltd. to develop the power use.
In 1987, North Side Canal Co. Ltd. assigned a portion (part B) of the permit to Bypass Ltd.; retaining the remainer as part A.
In 1990, North Side Canal Co. Ltd. assigned all of part A to Wilson Power Co.
In 1990, Wilson Power Co. assigned a portion (part C) of part A to Y-8 Hydro; retaining the remainer as part A.
In 1991, Wilson Power Co. assigned a portion (part D) of part A to Hazelton/Wilson Joint Venture; retaining the remainer as part A.

In conclusion, part A is the undeveloped portion of the original right, and it is for that portion that the lapse notice was sent. Proof of beneficial use has been received on parts B, C, and D.

I hope the above will clarify any confusion as to how this permit has been split.

If you have any further questions, please feel free to contact me directly at (208) 327-7944.

Sincerely,

Cindy Zimmerman

CINDY ZIMMERMAN
Water Resource Agent

JUN 28 1994

September 3, 1993

HAZELTON/WILSON JOINT VENTURE
1199 SHORELINE LN STE 310
BOISE ID 83702

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 01-07010D

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)736-3033.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

JUN 28 1994

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 01-07010D Reviewed by Clg Date 9/2/93

GENERAL CONSIDERATIONS

Yes Name same as permit?
Yes Address same as permit?
Yes Proof timely received?
If not, complete calculation below.

TYPES OF USE

hydro

Correct Uses? yes

SOURCE OF WATER

✓ Surface water source
Ground water source
NA Drilling permit required?
/ Copy in the file? Drilling Permit No.
/ Amount paid for permit Correct?
/ Well log in the file?

LICENSE EXAMINATION FEE

Yes Required?
1600 Amount Submitted
Yes Correct?

MEASURING DEVICE

yes Required?
no Installed?
no Waiver requested?

PRIORITY CALCULATION

Date proof received	NA		
Date proof due	/	-	
No. of days late	/	=	
Priority Date	/	+	
New Priority Date	/		

DEFICIENCIES OR ACTION ITEMS

proof acceptable

needs a flow

DATA ENTRY
New Address

Proof Made 8/3/93 9/3/93 Clg

Water Right Number - 01-07010D Prefix Translation: WATER RIGHT Old (D) Number -

Last Name	First Name	Address
*** C - CURRENT OWNER ***		
HAZELTON/WILSON JOINT VENTURE		1 - 1199 SHORELINE LN STE 310 2 - 3 - City- BOISE State- ID Zip- 83702 Phone - 208-000-0000
*** L - LEINHOLDER ***		
ALLSTATE LIFE INSURANCE CO		1 - ALLSTATE PLAZA S 2 - 3 - City- NORTHBROOK State- IL Zip- 60062 Phone - 208-000-0000
*** O - ORIGINAL OWNER ***		
NORTH SIDE CANAL CO LTD		1 - 921 N LINCOLN 2 - 3 - City- JEROME State- ID Zip- 83338 Phone - 208-000-0000
*** T - TRUSTEE ***		
LAND TITLE & ESCROW INC		1 - PO BOX 349 2 - 3 - City- JEROME State- ID Zip- 833380349 Phone - 208-000-0000

Priority Date	Region	Stage	Status
03/30/1977	17 SOUTHERN	P - PERMIT	

Source	Tributary
SNAKE RIVER	

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County	Diversion Name	Diversion Rate	Diversion No.
09S	19E	24	SE NE		(53)	JEROME			

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
28	POWER	01/01	12/31	3000.000	

Total Div. Rate	Total Div. Volume	Total Div. Capacity
3000.000		

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
09S	19E	24	SW NE			28	POWER	(53) JEROME
09S	19E	24	SE NE			28	POWER	(53) JEROME
09S	19E	24	SE NW			28	POWER	(53) JEROME

Water right number - 01-07010D Prefix Translation: WATER RIGHT

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County

Total Acres:

Diversion Means -

Non-Irrigation Use -

Other Rights for Same Use -

Remarks

Power use locally known as Wilson Lake project.

Conditions of Approval

001 - A measuring device of a type approved by the Department shall
- be permanently installed and maintained as part of the diverting
- works.
08A - This right is subject to the provisions of Sections 42-205
- through 42-210, Idaho Code, restricting the sale, transfer,
- assignment, or mortgage of this right. Failure to comply with
- these provisions is cause for immediate cancellation of this
- right.
09D - Water used under this right if discharged into a natural
- channel shall meet Idaho Water Quality Standards.
17K - The water right acquired under this permit for hydropower
- purposes shall be junior and subordinate to all rights to the use
- of water, other than hydropower, within the State of Idaho that
- are initiated later in time than the priority of this permit and
- shall not give rise to any right or claim against future rights
- to the use of water, other than hydropower, within the State of
- Idaho initiated later in time than the priority of this permit.
17G - The diversion and use of water under this right and any
- license subsequently issued is subject to review by the Director
- on the date(s) of expiration of any license issued by the
- Federal Energy Regulatory Commission. Upon appropriate findings
- relative to the interest of the public, the Director may cancel
- all or any part of the use authorized herein and may revise,
- delete or add conditions under which the right may be exercised.

Decree Plaintiff

Decree Defendant

Decree Date
00/00/0000

-Comments-

No comments Found

Audit Fields - 07/23/93 ZIMMERMA

Water right number - 01-07010D Prefix Translation: WATER RIGHT

Water Rights Dates and Flags Area

Proof Due Date	- 05/01/1994	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 06/29/1977	Protested Date	- 00/00/0000	Swan Falls	- 3
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 00/00/0000	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 01
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	- A
Decree Date	- 00/00/0000				

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 9, 1993

7/2/93
Randy Hill —
I trust you will hold this & not distribute it until the documents are signed and an original assignment is filed here.
Gary

Randolph J. Hill
Hazelton/Wilson Joint Venture
1199 Shoreline Lane, Suite 310
Boise, ID 83702

Elizabeth Jacobson Young
Allstate Life Insurance Company
c/o Allstate Project Finance
Allstate Plaza South, G3C
Northbrook, IL 60062

Karen B. Wong, Esq.
Milbank, Tweed, Hadley & McCloy
601 South Figueroa Street, 30th Floor
Los Angeles, CA 90017

RE: Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7084C and 01-7010D

Ladies and Gentlemen:

This office has received an executed copy of (i) an Assignment of Deed of Trust and Collateral Transfer Agreement dated as of July 9, 1993 (the "Transfer Agreement"), among Hazelton/Wilson Joint Venture, an Idaho joint venture (the "Company"), The Sumitomo Bank, Limited, Los Angeles Branch ("Sumitomo"), Allstate Life Insurance Company, an Illinois insurance corporation (the "Note Purchaser"), and Land Title and Escrow, Inc., and Idaho corporation ("Land Title"), pursuant to which Sumitomo has agreed to assign and transfer to the Note Purchaser its first priority security interest in Water Permit Nos. 01-7084C and 01-7010D (collectively, the "permits") in connection with an assignment of a secured promissory note and related first lien security interest and lien rights, and (ii) a Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7084C and 01-7010D dated as of July 9, 1993 (the "Collateral Assignment"), among the Company, the Note Purchaser and Land Title, pursuant to which the Company shall grant and assign a first priority security interest in all of its right, title and interest in and to the permits to Land Title, as trustee for the benefit of the Note Purchaser. Permit no. 01-7010D is a portion of the original permit which authorizes the Wilson Lake project. Permit no. 01-7084C is a permit which authorizes the Hazelton B project.

SCANNED
JUN 0 5 2003

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As of the date of this letter, the Company is listed in the records of this office as the current owner of the permits. I am unaware of any other assignments of the permits which would conflict with the assignment and collateral trust agreements, dated July 9, 1993. This office has received a certificate from the office of the Secretary of State of the State of Idaho verifying that Land Title is organized under the laws of the State of Idaho.

Based upon our understanding of the information contained in the Collateral Assignment, the Note Purchaser has agreed, pursuant to a Note Purchase Agreement dated as of July 9, 1993 (the "Note Purchase Agreement"), between the Company and the Note Purchaser, to provide financing to enable the Company to, among other things, refinance an existing loan secured by the Hazelton B and Wilson Lake Hydroelectric Projects provided by Sumitomo. This office also understands that, (i) as a condition to providing financing under the Note Purchase Agreement, the Note Purchaser has required that this office acknowledge and consent to the transfer of the interests of Sumitomo under the Original Collateral Assignment to the Note Purchaser under the Transfer Agreement and (ii) as part of the security for the obligations of the Company under the Note Purchase Agreement and related documents, the Note Purchaser has required that the permits be assigned to Land Title, as trustee for the benefit of the Note Purchaser, pursuant to the Collateral Assignment in order to protect the Note Purchaser's interest in the permits.

We recognize that, as of the date hereof, Sumitomo has released its rights to the permits under the Original Collateral Assignment pursuant to the Transfer Agreement. In addition, we find that the Collateral Assignment satisfies the requirements of Idaho Code Sections 42-206 through 42-210. Specifically, Land Title, as an Idaho corporation, is a qualified entity to hold the permits, as trustee, as collateral security in accordance with the laws of the State of Idaho. Therefore, the Collateral Assignment is consented to and approved by the Idaho Department of Water Resources (the "Department"), as of the date of this letter.

As of the date of this letter, the permits are valid.

Please note that the Company will continue to be listed as the owner of record of the permits. It is the ultimate responsibility of the parties to the Collateral Assignment to ensure the terms thereof are properly enforced.

Sincerely,

Gary Spackman

Gary Spackman, Manager
Water Right Permits Section

GS:cjk

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DEC 04 1997

TRUST AGREEMENT AND COLLATERAL ASSIGNMENT OF
WATER PERMIT NOS. 01-7010D AND 01-7084C

THIS TRUST AGREEMENT AND COLLATERAL ASSIGNMENT (this "Assignment") dated as of July 9, 1993, is made by and among HAZELTON/WILSON JOINT VENTURE, a joint venture organized and validly existing under the laws of the state of Idaho, with its principal office at 1199 Shoreline Lane, Suite 310, Boise, Idaho 83702 (the "Company" or "Assignor"); LAND TITLE AND ESCROW, INC., an Idaho corporation with an office at P.O. Box 349, Jerome, Idaho 83338 (the "Trustee"); and ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation, with its principal office at Allstate Plaza South, Northbrook, Illinois 60062 (the "Note Purchaser").

RECITALS:

A. The Company and the Sumitomo Bank, Limited, acting through its Los Angeles Branch ("Sumitomo"), previously entered into that certain Credit Agreement dated as of May 23, 1991, as amended by that certain First Amendment to Credit Agreement dated as of March 13, 1992 (as amended, supplemented, modified and in effect, the "Credit Agreement"), pursuant to which Sumitomo has agreed to make construction loans in the aggregate amount of up to Eighteen Million One Hundred Thirty-Four Thousand Dollars ($18,134,000), which construction loans are evidenced by a Secured Promissory Note dated May 23, 1991 (the "Original Note").

B. As an inducement to Sumitomo to make the construction loans, the Company, Trustee, and Sumitomo, previously entered into a Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C dated May 23, 1991 (the "Original Trust Agreement"), pursuant to which the Company granted and assigned to the Trustee, as trustee for the benefit of Sumitomo, a first priority security interest in all the Company's right, title, and interest in and to the Permit Nos. 01-7010D and 01-7084C and all amendments and supplements thereto as collateral security for the loans.

C. Sumitomo intends to sell and the Note Purchaser intends to buy the Original Note and all of the rights, title and interest in the security interests and liens created in favor of Sumitomo pursuant to the loan documents executed in connection with the transactions contemplated under the Credit Agreement, including without limitation, all of Sumitomo's rights and benefits under the Original Trust Agreement.

D. The Company and the Note Purchaser have entered into that certain Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") to set forth the terms and conditions pursuant to which the Note Purchaser will purchase the Original Note and to provide the term financing to the Company for certain hydroelectric facilities constructed by the Company in Jerome County, Idaho (the "Projects").

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E. It is one of the conditions to the obligation of the Note Purchaser to purchase the Original Note that the parties hereto shall have entered into this Assignment, pursuant to which the Company shall grant and assign to the Trustee, as trustee for the benefit of the Note Purchaser, a first priority security interest in all the Company's right, title, and interest in and to the Permit Nos. 01-7010D and 01-7084C and all amendments and supplements thereto as collateral security for the payment obligations of the Company under the Note Purchase Agreement.

F. NORTH SIDE CANAL COMPANY (the "NSCC") was issued Permits to Appropriate Public Waters Nos. 01-7010D and 01-7084C (the "Permits") by the Department of Water Resources of the state of Idaho (the "Department") on June 29, 1977, and May 15, 1991.

G. Pursuant to an Assignment of Permit dated May 15, 1991, the NSCC assigned to WILSON POWER COMPANY, an Idaho corporation ("Wilson") its entire right, title, and interest in and to Permit No. 01-7010D.

H. Pursuant to an Assignment of Permit dated May 15, 1991, the NSCC assigned to the HAZELTON POWER COMPANY, an Idaho corporation ("Hazelton") its entire right, title, and interest in and to Permit No. 01-7084C.

I. Pursuant to an Assignment dated May 15, 1991, Hazelton assigned to Assignor its entire right, title, and interest in and to the Permit No. 01-7084C.

J. Pursuant to an Assignment dated May 15, 1991, Wilson assigned to Assignor its entire right, title, and interest in and to the Permit No. 01-7010D.

K. The Department has approved the assignments referred to in Recitals B, G, H, I and J above.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby represents and warrants to the Note Purchaser that:

a. The Recitals are true and correct; and

b. The Assignor is the lawful owner of the rights and interests granted pursuant to the Permits; the Permits are in full force and effect and have not been amended or modified; and the Assignor has not transferred, assigned, conveyed, or granted a security interest in its rights and interests under the Permits to any person or entity.

2. Subject to and specifically conditioned upon the written approval of this Assignment by the Department, the Assignor hereby grants and assigns to the Trustee, as trustee

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for the benefit of the Note Purchaser, a first priority security interest in all the Assignor's right, title, and interest in and to the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Note Purchaser arising under the Note Purchase Agreement.

3. This Assignment is an assignment only of all right, title, and interest of the Assignor in and to the Permits, and the Assignor covenants and agrees with the Trustee faithfully to perform, observe, and comply with all obligations of the Assignor under the Permits and with all limitations and conditions imposed under the Permits, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Note Purchaser be deemed to have assumed any of the obligations of the Assignor under or with respect to the permits, unless and until the Note Purchaser has given the Assignor written notice that the Note Purchaser has affirmatively assumed such obligations as the result of an event of default existing under the Note Purchase Agreement (a "Default") and of the enforcement of the rights and remedies of the Trustee under this Assignment.

4. The Assignor agrees that it will not cancel, terminate, modify, or amend the Permits or surrender any of its water rights granted under the Permits and will not further assign the Permits to any party, without in each instance the prior written consent of the Note Purchaser. The Assignor further agrees that it shall deliver to the Trustee or the Note Purchaser copies of all written agreements, correspondence, and memoranda between the Assignor and the Department relating to the Permits and any water licenses issued by the Department to replace the Permits.

5. Upon the occurrence of any Default, the Trustee, at the request of the Note Purchaser, may without notice or demand and with or without entry upon the site of the Projects, at its option, take over and enjoy the benefits of the Permits to the same extent as the Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Note Purchaser or under the Security Documents or any other instrument securing the performance and payment of the obligations under the Note Purchase Agreement or other Project Documents. In addition, upon the occurrence of a Default, the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Assignor at least ten (10) days prior to the intended disposition or other intended action.

6. The Trustee shall hold all right, title, and interest in and to the Permits for the benefit of the Note Purchaser subject to the limitations under this Assignment, pending issuance by the Department of water licenses to replace the Permits. Any water licenses issued to replace the Permits shall be issued to the Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all the Assignor's right, title, and interest in and to any such water licenses as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Note Purchaser arising under the Note Purchase Agreement, and the rights and remedies of the Trustee with respect to any such water licenses

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shall be the same as those provided in this Assignment in respect to the Permits. In the event that any water licenses shall be issued to the Trustee instead of to the Assignor, the Trustee shall take all necessary steps to transfer ownership of such water licenses to the Assignor as promptly as possible, subject to the terms of this Assignment. In addition, the Assignor shall execute, acknowledge, and deliver to the Trustee, from time to time as requested by the Trustee, such other documents as shall be necessary or advisable in connection with the rights and remedies of the Trustee granted or provided for by this Assignment and to confirm the rights created now or hereafter intended to be created under this Assignment; to protect and further the validity, priority, and enforceability of this Assignment; to subject to this Assignment any property or rights intended by the terms hereof to be covered by this Assignment; or otherwise to carry out the purposes hereof and the transactions contemplated hereunder.

7. The Assignor agrees to indemnify and to hold the Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by the Trustee under this Assignment; provided, however, that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making the Trustee a mortgagee in possession or as constituting a waiver or suspension by the Note Purchaser of its right to enforce performance of the obligations under the terms of the Note Purchase Agreement. The Trustee is not the agent, partner, or joint venturer of either the Assignor or the Department.

9. The Note Purchaser hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees, or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee: (i) may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts; (ii) shall incur no liability under or in respect to this Assignment by acting upon any notice, certificate, or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor under this Assignment or to determine whether a default has occurred; and (iv) shall not be responsible to the Note Purchaser for the due execution, legality, validity, enforceability, sufficiency, or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

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11. The Note Purchaser agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Note Purchaser shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least ninety (90) days' prior written notice thereof to the Note Purchaser and the Assignor and may be removed at any time with or without cause by the Note Purchaser. Upon any such resignation or removal, the Note Purchaser shall have the right to appoint a successor Trustee. If no successor Trustee shall have been so appointed by the Note Purchaser and shall have accepted such appointment within sixty (60) days after the retiring Trustee's giving of notice of resignation or the removal of the retiring Trustee, as the case may be, then the retiring Trustee may, on behalf of the Note Purchaser, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the state of Idaho having its principal office in the state of Idaho, and in the case of any bank having a combined capital and surplus of at least Twenty-five Million Dollars ($25,000,000). Upon acceptance of any appointment as Trustee hereunder by a successor Trustee, such successor Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the retiring Trustee, and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under the Assignment.

13. The Trustee accepts the establishment of the trust arrangement set forth herein and agrees to perform the duties and obligations of the Trustee created herein.

14. The Assignor agrees that it will execute such other instruments and documents as the Note Purchaser or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water licenses that replace the Permits to the Trustee.

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

16. This Assignment can be waived, modified, terminated, or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

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17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of the Assignor indicated below:

Hazelton/Wilson Joint Venture
1199 Shoreline Lane, Suite 310
Boise, Idaho 83702
Attention: President

18. The Trustee shall release all collateral granted hereunder when all amounts outstanding under the Note Purchase Agreement, and the other Project Documents, including without limitation accrued and unpaid interest, have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

HAZELTON/WILSON JOINT VENTURE,
an Idaho joint venture

By: HAZELTON POWER COMPANY,
an Idaho corporation

By: _____
Name: Kip W. Runyan
Title: President

By: H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership

By: L. B. Development, Inc.,
its general partner

By: _____
Name: Joe D. Davis
Title: Vice President

MICROFILMED
DEC 04 1997

LAND TITLE AND ESCROW, INC.,
an Idaho corporation

By _____
Name: Rick Bernsen
Title: Executive Vice President

ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

MICROFILMED
DEC 04 1997

LAND TITLE AND ESCROW, INC.,
an Idaho corporation

By_____
Name:
Title:

ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance corporation

By:_____
Name: John F. Podjasek, Jr.
Title: Authorized Signatory

By:_____
Name: Paul R. Knachel
Title: Authorized Signatory

MICROFILMED
DEC 04 1997

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 8th day of July, 1993, before me, Nanci D. Smith, a notary public, personally appeared Kip W. Runyan, known or identified to me to be the President of HAZELTON POWER COMPANY, a joint venturer of HAZELTON/WILSON JOINT VENTURE ("Joint Venturer"), that executed the above instrument or the person who executed the instrument on behalf of the Joint Venture and acknowledged to me that such Joint Venture 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.

Nanci D. Smith
Notary Public
Residing at Boise, ID
My commission expires 12/18, 19 98

STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 8th day of July, 1993, before me, Nanci D. Smith, a notary public, personally appeared Joe D. Davis, known or identified to me to be the Vice President of L.B. DEVELOPMENT, INC., a general partner of H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership and a joint venturer of HAZELTON/WILSON JOINT VENTURE ("Joint Venture"), that executed the above instrument or the person who executed the instrument on behalf of the Joint Venture and acknowledged to me that such Joint Venture 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.

Nanci D. Smith
Notary Public
Residing at Boise, ID
My commission expires 12/18, 19 98

MICROFILMED
DEC 04 1997

STATE OF _____,)
) ss.
COUNTY OF _____.)

On this ___ day of _____, 1993, before me, _____, a notary public, personally appeared _____, known or identified to me to be the _____ of L. B. DEVELOPMENT, INC., a general partner of H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership and a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Joint Venture"), that executed the above instrument or the person who executed the instrument on behalf of the Joint Venture and acknowledged to me that the Joint Venture 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
Residing at _____
My commission expires _____, 19 __

STATE OF IDAHO.)
) ss.
COUNTY OF JEROME.)

On this 8th day of July, 1993, before me, the undersigned, a notary pubic, personally appeared RICK BERNSEN, known or identified to me to be the Executive Vice President of LAND TITLE AND ESCROW, INC., an Idaho corporation (the "Company"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Company, and acknowledged to me that the Company executed the same.

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

Karen J. Jackson
Notary Public
Residing at Jerome
My commission expires 3-1-98, ~~1993~~.

MICROFILMED
DEC 04 1997

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1993, before me, _____, personally appeared _____, (__) personally known to me - OR - (__) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF ILLINOIS .)
) ss.
COUNTY OF COOK .)

On this 8th day of July, 1993, before me, Bette Jane Olmsted, a notary pubic, personally appeared John F. Podjasek, Jr., known or identified to me to be the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Assignee, and acknowledged to me that the Assignee executed the same.

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

Bette Jane Olmsted
Notary Public
Residing at Deerfield, IL
My commission expires July 9, 1993.

"OFFICIAL SEAL"
BETTE JANE OLMSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-9-93

MICROFILMED
DEC 04 1997

STATE OF ILLINOIS,)
) ss.
COUNTY OF COOK.)

On this 8th day of July, 1993, before me, Bette Jane Olmsted, a notary pubic, personally appeared Paul R. Knachel, known or identified to me to be the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Assignee, and acknowledged to me that the Assignee executed the same.

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

"OFFICIAL SEAL"
BETTE JANE OLMSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-9-93

Bette Jane Olmsted
Notary Public
Residing at Deerfield, IL
My commission expires July 9, 1993.

STATE OF _____,)
) ss.
COUNTY OF _____.)

On this _____ day of _____, 1993, before me, _____, a notary pubic, personally appeared _____, known or identified to me to be the _____ of HAZELTON POWER COMPANY, a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Joint Venture"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Joint Venture, and acknowledged to me that such Joint Venture executed the same.

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

_____
Notary Public
Residing at _____
My commission expires _____, 1993.

MICROFILMED
DEC 04 1997

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

MILBANK, TWEED, HADLEY & McCLOY
601 South Figueroa Street
Thirtieth Floor
Los Angeles, California 90017
Attn: Edwin F. Feo, Esq.

ASSIGNMENT OF DEED OF TRUST AND COLLATERAL TRANSFER AGREEMENT

THIS ASSIGNMENT OF DEED OF TRUST AND COLLATERAL TRANSFER AGREEMENT (this "Agreement") is made as of July 9, 1993 by THE SUMITOMO BANK, LIMITED, LOS ANGELES BRANCH (the "Assignor") for the benefit of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation, as beneficiary (the "Assignee").

The Assignor is the beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of May 23, 1991 (the "Deed of Trust"), executed by HAZELTON/WILSON JOINT VENTURE, a joint venture organized and validly existing under the laws of the State of Idaho, as trustor (the "Company") to LAND TITLE AND ESCROW, INC., an Idaho corporation, as trustee (the "Trustee"), recorded on May 24, 1991 as Instrument No. 911781 of the Record of Mortgages for Jerome County, Idaho, given to secure the payment of that certain Secured Promissory Note dated May 23, 1991 executed by the Company for the benefit of the Assignor in the aggregate principal amount not to exceed $18,134,000.00 plus interest accrued thereon (the "Note").

The Assignor, the Assignee and the Company have executed that certain Assignment of Note dated as of even date herewith pursuant to which the Assignor has agreed to assign the Note and all of the conditions to the effectiveness of the assignment set forth therein have been satisfied and the Assignor has endorsed the Note and does hereby assign and transfer to the Assignee all right, title and interest in the Note, all rights accrued or to accrue under the Deed of Trust and all other Security Documents set forth on Schedule 1 attached hereto and the "Mortgaged Property" (as defined in the Deed of Trust) and the "Assigned Agreements" and the "Collateral" (as such terms are defined in the Security Documents). The assignment of the Deed of Trust and all Security Documents and Collateral is made hereby without recourse to the Assignor and without any representation or warranty of any kind to the Assignee.

MICROFILMED
DEC 0 4 1997

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

THE ASSIGNOR: THE SUMITOMO BANK, LIMITED,
Los Angeles Branch

By:_____
Name: Jun Ogata
Title: Joint General Manager

THE ASSIGNEE: ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

THE COMPANY: HAZELTON/WILSON JOINT VENTURE,
an Idaho joint venture

By: HAZELTON POWER COMPANY,
an Idaho corporation

By:_____
Name:
Title:

By: H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership

By: L. B. Development, Inc.
its general partner

By: _____
Name:
Title:

MICROFILMED
DEC 04 1997

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

THE ASSIGNOR: THE SUMITOMO BANK, LIMITED,
Los Angeles Branch

By:_____
Name:
Title:

THE ASSIGNEE: ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance corporation

By:_____
Name: John F. Pokjasek, Jr.
Title: Authorized Signatory

By:_____
Name: Paul R. Knachel
Title: Authorized Signatory

THE COMPANY: HAZELTON/WILSON JOINT VENTURE,
an Idaho joint venture

By: HAZELTON POWER COMPANY,
an Idaho corporation

By:_____
Name:
Title:

By: H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership

By: L. B. Development, Inc.
its general partner

By: _____
Name:
Title:

MICROFILMED
DEC 04 1997

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

THE ASSIGNOR: THE SUMITOMO BANK, LIMITED,
Los Angeles Branch

By:_____
Name:
Title:

THE ASSIGNEE: ALLSTATE LIFE INSURANCE COMPANY,
an Illinois insurance corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

THE COMPANY: HAZELTON/WILSON JOINT VENTURE,
an Idaho joint venture

By: HAZELTON POWER COMPANY,
an Idaho corporation

By:_____
Name: Kip W. Runyan
Title: President

By: H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership

By: L. B. Development, Inc.
its general partner

By:_____
Name: Joe D. Davis
Title: Vice President

MICROFILMED
DEC 04 1997

The undersigned hereby
acknowledges and agrees to
the foregoing assignment.

LAND TITLE AND ESCROW, INC.,
an Idaho corporation

By: _____
Name: Rick Bernsen
Title: Executive Vice President

MICROFILMED
DEC 04 1997

SCHEDULE 1

List of Security Documents

1. Security Agreement, dated as of May 23, 1991 made by and between Hazelton/Wilson Joint Venture, a joint venture organized and validly existing under the laws of the State of Idaho (the "Company"), and The Sumitomo Bank, Limited, acting through its Los Angeles Branch ("Sumitomo").

2. Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of May 23, 1991, made by the Company, as trustor, to Land Title and Escrow, Inc., an Idaho corporation, as trustee (the "Trustee") for the benefit of Sumitomo, as beneficiary, recorded on May 24, 1991 as Instrument No. 911781 of the Record of Mortgages for Jerome County, Idaho, given to secure the payment of that certain Secured Promissory Note dated May 23, 1991 executed by the Company for the benefit of Sumitomo.

3. Consent to Assignment and Subordination Agreement, dated as of May 23, 1991, made by Idaho Power Company, an Idaho corporation ("Idaho Power") and the Company, for the benefit of Sumitomo.

4. Consent and Agreement, dated as of May 23, 1991, made by Ida-West Operating Services, Inc., a corporation organized under the laws of the State of Idaho, for the benefit of Sumitomo.

5. Consent and Agreement, dated as of May 23, 1991, made by the State of Idaho, Department of Water Resources, for the benefit of Sumitomo.

6. Consent and Agreement, dated as of May 23, 1991, made by North Side Canal Company, a corporation organized under the laws of the State of Idaho, for the benefit of Sumitomo.

7. Consent and Agreement, dated as of May 23, 1991, made by Concrete Placing Company, Inc., a corporation organized under the laws of the State of Idaho, for the benefit of Sumitomo.

8. Consent and Agreement, dated as of May 23, 1991, made by DBS Escher Wyss, Inc., a corporation organized under the laws of Canada, for the benefit of Sumitomo.

9. Consent and Agreement, dated as of May 23, 1991, made by Black & Veatch, a corporation organized under the laws of the State of Missouri, for the benefit of Sumitomo.

10. Consent and Agreement, dated as of September 18, 1992, made by Yanke Machine Shop, Inc., a corporation organized under the laws of the State of Idaho, for the benefit of Sumitomo.

MICROFILMED
DEC 04 1997

11. Consent and Agreement, dated as of September 25, 1992, made by Shotwell's, Inc., a corporation organized under the laws of the State of Idaho, for the benefit of Sumitomo.

12. Debt Service Reserve Account Agency Agreement, dated as of April 30, 1992, made and entered into by and among the Company, First Security Bank of Idaho, N.A. (the "Account Agent"), Sumitomo, and Idaho Power.

13. Maintenance Reserve Account Agency Agreement, dated as of April 30, 1992, made and entered into by and among the Company, the Account Agent, Sumitomo, and Idaho Power.

14. Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C, dated as of May 23, 1991, made by and among the Company, the Trustee, and Sumitomo.

15. UCC-1 financing statement for Hazelton Power Company filed with the Idaho Secretary of State on May 24, 1991 as Instrument No. 2-01-0468843.

16. UCC-1 financing statement for Wilson Power Company filed with the Idaho Secretary of State on May 24, 1991 as Instrument No. 2-01-0468842.

17. UCC-1 financing statement for the Company filed with the Idaho Secretary of State on May 24, 1991 as Instrument No. 2-01-0468841.

MICROFILMED
DEC 04 1997

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 7th day of July, 1993, before me, Karen B. Wong, personally appeared Jun Ogata, (__) personally known to me - OR - (XX) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
KAREN B. WONG
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
November 14, 1995

Notary Public

STATE OF _____.)
) ss.
COUNTY OF _____.)

On this _____ day of _____, 1993, before me, _____, a notary pubic, personally appeared _____, known or identified to me to be the _____ of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Assignee, and acknowledged to me that the Assignee executed the same.

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

_____
Notary Public
Residing at _____
My commission expires _____, 1993.

MICROFILMED
DEC 04 1997

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1993, before me, _____, personally appeared _____, (__) personally known to me - OR - (__) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF ILLINOIS .)
) ss.
COUNTY OF COOK .)

On this 8th day of July, 1993, before me, Bette Jane Olmsted, a notary pubic, personally appeared John F. Podjasek, Jr., known or identified to me to be the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Assignee, and acknowledged to me that the Assignee executed the same.

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

"OFFICIAL SEAL"
BETTE JANE OLMSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-9-93

Bette Jane Olmsted
Notary Public
Residing at Deerfield, IL
My commission expires July 9, 1993.

MICROFILMED
DEC 04 1997

STATE OF ILLINOIS,)
) ss.
COUNTY OF COOK.)

On this 8th day of July, 1993, before me, Bette Jane Olmsted, a notary pubic, personally appeared Paul R. Knachel, known or identified to me to be the Authorized Signatory of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Assignee, and acknowledged to me that the Assignee executed the same.

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

"OFFICIAL SEAL"
BETTE JANE OLMSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-9-93

Bette Jane Olmsted
Notary Public
Residing at Deerfield, IL
My commission expires July 9, 1993.

STATE OF _____,)
) ss.
COUNTY OF _____.)

On this _____ day of _____, 1993, before me, _____, a notary pubic, personally appeared _____, known or identified to me to be the _____ of HAZELTON POWER COMPANY, a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Joint Venture"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Joint Venture, and acknowledged to me that such Joint Venture executed the same.

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

_____
Notary Public
Residing at _____
My commission expires _____, 1993.

MICROFILMED
DEC 04 1997

STATE OF _____,)
) ss.
COUNTY OF _____.)

On this _____ day of _____, 1993, before me, _____, a notary pubic, personally appeared _____, known or identified to me to be the _____ of ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Note Purchaser, and acknowledged to me that the Assignee executed the same.

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

_____
Notary Public
Residing at _____
My commission expires _____, 1993.

STATE OF Idaho,)
) ss.
COUNTY OF Ada.)

On this 8th day of July, 1993, before me, Nanci D. Smith, a notary pubic, personally appeared Kip W. Runyan, known or identified to me to be the President of HAZELTON POWER COMPANY, a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Company"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Company, and acknowledged to me that such Company executed the same.

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

Nanci D. Smith
Notary Public
Residing at Boise ID
My commission expires 6/18, 1993.

MICROFILMED
DEC 0 4 1997

STATE OF Idaho,)
) ss.
COUNTY OF Ada.)

On this 8th day of July, 1993, before me, Nanci D. Smith, a notary public, personally appeared Joe D. Davis, known or identified to me to be the Vice President of L. B. DEVELOPMENT, INC., a general partner of H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership and a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Company"), that executed the above instrument or the person who executed the instrument on behalf of the Trustor and acknowledged to me that the Company 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.

Nanci D. Smith
Notary Public
Residing at Boise, ID
My commission expires 12/18, 1998

STATE OF _____.)
) ss.
COUNTY OF _____.)

On this _____ day of _____, 1993, before me, _____, a notary pubic, personally appeared _____, known or identified to me to be the _____ of LAND TITLE AND ESCROW, INC., an Idaho corporation (the "Company"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Note Purchaser, and acknowledged to me that the Company executed the same.

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

_____
Notary Public
Residing at _____
My commission expires _____, 1993.

MICROFILMED
DEC 04 1997

STATE OF _____,)
) ss.
COUNTY OF _____.)

On this ___ day of _____, 1993, before me, _____, a notary public, personally appeared _____, known or identified to me to be the _____ of L. B. DEVELOPMENT, INC., a general partner of H. W. HYDRO PARTNERSHIP, A LIMITED PARTNERSHIP, an Idaho limited partnership and a joint venturer of HAZELTON/WILSON JOINT VENTURE (the "Joint Venture"), that executed the above instrument or the person who executed the instrument on behalf of the Joint Venture and acknowledged to me that the Joint Venture 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
Residing at _____
My commission expires _____, 19 __

STATE OF IDAHO.)
) ss.
COUNTY OF JEROME.)

On this 8th day of July, 1993, before me, the undersigned, a notary pubic, personally appeared RICK BERNSEN, known or identified to me to be the Executive Vice President of LAND TITLE AND ESCROW, INC., an Idaho corporation (the "Company"), that executed the foregoing instrument or the person who executed the instrument on behalf of the Company, and acknowledged to me that the Company executed the same.

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

Harvey J. Jackson
Notary Public
Residing at Jerome
My commission expires 3-1-98, ~~1993~~.

MICROFILMED
DEC 04 1997

IDA-WEST ENERGY COMPANY P.O. Box 7867, Boise, Idaho 83707 • 1199 Shoreline Lane, Suite 310, Boise, Idaho 83702 • (208) 336-4254 FAX (208) 336-9795

July 2, 1993

Gary Spackman
Idaho Department of Water Resources
1301 N. Orchard
Boise, ID 83704

RE: *Certificate of Good Standing*

Dear Mr. Spackman:

Per request of Randolph Hill of Ida-West Energy Company, I am hand delivering to you today, July 2, 1993 an original Good Standing Certificate for Land Title and Escrow Company.

If you have any questions, please call Randy Hill.

Sincerely,

Nanci D. Smith
Executive Secretary

cc: Randy Hill

c:\docs\nanci\spackman.702

MICROFILMED
DEC 04 1997

State of Idaho

Department of State

CERTIFICATE OF CORPORATE STATUS

OF

LAND TITLE AND ESCROW, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the records of this office show that the above named corporation was incorporated under the laws of Idaho and was issued a certificate of incorporation in Idaho on March 26, 1959.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: July 2, 1993

GREAT SEAL OF THE STATE OF IDAHO ☆ ESTO PERPETUA

Pete T. Cenarrusa

SECRETARY OF STATE

By Sheryl Reeves

MICROFILMED

DEC 0 4 1997

ELAM, BURKE AND BOYD
ATTORNEYS AND COUNSELORS AT LAW

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454
TELECOPIER
208-384-5844

SCOTT L. CAMPBELL

May 22, 1991

RECEIVED
MAY 23 1991
Department of Water Resources

Kent M. Clayton, Esquire
MILBANK, TWEED, HADLEY & McCLOY
Suite 300
601 South Figueroa Street
Los Angeles, California 90017

RE: Hazelton/Wilson Joint Venture

Dear Kent:

Pursuant to our telephone conversation of May 22, 1991, I have enclosed six originals of the consent letter of the Idaho Department of Water Resources, executed by Mr. Gary Spackman. The distribution of the originals should be made to all of the parties listed on the correspondence.

Additionally, please make certain that a fully executed original of the Trust Agreement and Collateral Assignment of Water Permit Numbers 01-7084C and 01-7010D is provided to Mr. Gary Spackman, Idaho Department of Water Resources, following the closing of this transaction.

Please contact me if you have any questions.

Very truly yours,

ELAM, BURKE AND BOYD

Scott L. Campbell

SLC:jm
Enclosures

cc: Gary Spackman, w/out enclosures

Via Federal Express Delivery

DISCARDED
DEC 09 1991

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

May 22, 1991

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

<name>

RE: Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7084C and 01-7010D

Dear <sal>:

This office has received an executed copy of a Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7084C and 01-7010D dated as of May 23, 1991, (the "Collateral Assignment"), among Hazelton/Wilson Joint Venture, an Idaho joint venture (the "Company"), The Sumitomo Bank, Limited, Los Angeles Branch (the "Lender"), and Land Title and Escrow Inc., an Idaho corporation ("Land Title"), pursuant to which the Company shall grant and assign a first priority security interest in all of its right, title and interest in and to the above-referenced permits (the "Permits") to Land Title, as trustee for the benefit of the Lender.

This office has also received an executed copy of (i) the Assignment of Permit between North Side Canal Company, an Idaho corporation ("NSCC"), and Wilson Power Company, an Idaho corporation ("Wilson"), pursuant to which NSCC has assigned all of its right, title and interest in and to Permit No. 01-7010D to Wilson (the "NSCC/Wilson Assignment"); (ii) the Assignment of Permit between NSCC and Hazelton Power Company, an Idaho corporation ("Hazelton"), pursuant to which NSCC has assigned all of its right, title and interest in and to Permit No. 01-7084C to Hazelton (the "NSCC/Hazelton Assignment"); (iii) the Assignment of Permit between Wilson and the Company, pursuant to which Wilson has assigned all of its right, title and interest in and to Permit No. 01-7010D to the Company (the "Wilson/Company Assignment"); and (iv) the Assignment of Permit between Hazelton and the Company, pursuant to which Hazelton has assigned all of its right, title and interest in and to Permit No. 01-7084C to the Company (the "Hazelton/Company Assignment," together with the NSCC/Hazelton Assignment, the NSCC/Wilson Assignment and the Wilson/Company Assignment, collectively, the "Assignments"). In addition, this office has received certificates from the office of the Secretary of State of the State of Idaho verifying that each of Hazelton, Wilson, the Company, NSCC and Land Title are qualified to do business in Idaho.

Post-It™ brand fax transmittal memo 7671	# of pages ▸
To Mary	From Sharla
Co.	Co.
Dept.	Phone #
Fax #	Fax #

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Based upon our understanding of the information contained in the Collateral Assignment, the Lender has agreed to provide financing to enable the Company to, among other things, finance the cost of construction of the Hazelton B Hydroelectric Project and the Wilson Lake Hydroelectric Project (collectively, the "Projects"), pursuant to the Credit Agreement dated as of May 23, 1991 (the "Credit Agreement"), between the Company and the Lender. This office also understands that, (i) as a condition to the making of loans under the Credit Agreement, the Lender has required that the Assignments be executed and delivered and (ii) as part of the security for the Obligations (as defined in the Credit Agreement), the Lender has required that the Permits be assigned to Land Title, as trustee for the benefit of the Lender, pursuant to the Collateral Assignment in order to protect the Lender's interest in the Permits.

We find that the Assignments and the Collateral Assignment satisfy the requirements of Idaho Code Sections 42-206 through 42-210. Specifically, Land Title is qualified entity to hold the Permits, as trustee, as collateral security, in accordance with the laws of the State of Idaho. Therefore, the Assignments and the Collateral Assignment are consented to and approved by the Idaho Department of Water Resources, as of the date of this letter.

As of the date of this letter, (i) the Permits are in full force and effect, (ii) all conditions contained in the Permits have, to the Department's best knowledge, been complied with, and (iii) the Department has no knowledge of any fact or circumstance that could result in a modification, suspension, termination, revocation or cancellation of any of the Permits.

Please note that the company will continue to be listed as the owner of record of the Permits. The Department acknowledges the collateral assignment to and security interest of Land Title as trustee on behalf of the Lender, the first secured party with respect to the Permits. It is the ultimate responsibility of the parties to the Collateral Assignment to insure that the terms thereof are properly enforced.

Sincerely,

GARY SPACKMAN, Manager
Water Right Permits Section

DEC 09 1991

Edwin F. Foo, Esq.
Milbank, Tweed, Hadley & McCloy
601 South Figueroa Street, 30th Floor
Los Angeles. CA 90017

Randolph J. Hill, Esq.
Hawley Troxell Ennis & Hawley
P.O. Box 1617
First Interstate Center, Suite 1000
877 Main Street
Boise, ID 83701

Project Finance Group
The Sumitomo Bank, Limited, Los Angeles Branch
611 West 6th Street
Los Angeles, CA 90017

David Lincoln, Esq.
Elam, Burke & Boyd
P.O. Box 1539
702 West Idaho Street
Boise, ID 83701

John A. Rosholt, Esq.
Rosholt, Robertson, Tolman & Tucker
142 3rd Avenue North
P.O. Box 1906
Twin Falls, ID 83303-1906

Hazelton/Wilson Joint Venture
333 North 13th Street
Boise, ID 83702

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CERTIFICATE OF MAILING

I hereby certify that on the 22nd day of May, 1991, I prepared a true and correct copy of the following letter; the originals were hand delivered to a representative of Elam, Burke & Boyd, Scott Campbell, who then distributed the letter to the following individuals:

Jennifer Seifert

JENNIFER SEIFERT
Clerical Assistant

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DEC 09 1991.

ELAM, BURKE AND BOYD
ATTORNEYS AND COUNSELORS AT LAW

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454
TELECOPIER
208-384-5844

DAVID B. LINCOLN

May 21, 1991

Mr. Gary Spackman
DEPARTMENT OF WATER RESOURCES
1301 North Orchard
Boise, Idaho 83720

RE: Hazelton/Wilson Joint Venture

Dear Mr. Spackman:

Enclosed, pursuant to your conversations with Scott Campbell of this office, is a copy of Trust Agreement and Collateral Assignment of Water Permit Nos. 01-7010D and 01-7084C. This copy was made by me from an original of such document bearing the original signatures of all parties thereto with the exception of our client, The Sumitomo Bank, Ltd. A co-original of this document is in the possession of lead counsel for The Sumitomo Bank in Los Angeles, California, Mr. Kent M. Clayton, and he has, this date, faxed to me a copy of the signature provision relating to our client's execution of such document. A copy of this fax is included herewith.

It is our understanding that upon your receipt and review of the enclosed you are prepared to sign and release, today, the letter approving the enclosed document. Please call either me or Randy Hill of Hawley Troxell at 344-6000 when such letter, signed by you, may be picked up today.

Again, all parties to this transaction wish to thank you for your prompt and efficient assistance in this transaction.

Very truly yours,

ELAM, BURKE AND BOYD

David B. Lincoln

DBL:jm
Enclosures
cc: Randolph Hill, Esquire, w/out enclosures
(via FAX delivery)

VIA HAND DELIVERY

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DEC 09 1991

ROSHOLT, ROBERTSON & TUCKER
Chartered
ATTORNEYS AT LAW

JOHN A. ROSHOLT
J. EVAN ROBERTSON
JAMES C. TUCKER
TERRY R. McDANIEL
GARY D. SLETTE
JERRY V. JENSEN
F. BRUCE COVINGTON
BRUCE M. SMITH
GARY L. QUIGLEY
JUSTIN R. SEAMONS
JOHN O. FITZGERALD

142 3rd AVENUE NORTH
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041

Boise Office
1020 MAIN ST., SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

VIA FEDERAL EXPRESS MAIL

April 29, 1991

Gary Spackman
Water Rights Permit Section
Idaho Department of Water Resources
1301 N. Orchard
Statehouse Mail
Boise ID 83720

RE: North Side Canal Company -- Wilson Lake
Permit No. 01-7010

Dear Gary:

I've asked Kip Runyan and Dave Hirschi to bring you current plans, specifications and designs for the Wilson Lake Project.

There are no irrigation diversions between the Hazelton A Project and the Wilson Lake site. The loss would be seepage and evaporation. If we cured the seepage, it would be possible to get 3200 cfs through the Wilson Plant. Note on Exhibit "A" that a cooperative effort with Ida-West will result in better data soon.

As to the "readvertise" issue, the matter was the subject of our concern after IDWR's 7/30/85 letter on the subject. We filed a petition for declaratory ruling dated June 26, 1986, resulting in the August 25, 1986, letter that we thought disposed of the matter.

Please advise if you need additional information.

Respectfully submitted,

John A. Rosholt

JOHN A. ROSHOLT

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DEC 09 1991

JAR:dcb
95741

Enclosures

RECEIVED JUN 14 1990

Copy - Ida West file

IDA-WEST ENERGY COMPANY 333 N. 13th, Boise, Idaho 83702

June 12, 1990

Mr. Vince Alberdi
North Side Canal Company
921 N. Lincoln
Jerome, Idaho 83338

Reference: Hazelton B and Wilson Lake Hydroelectric Projects

Subject: *Water Loss Measurement Documentation*

Dear Vince:

As discussed during our telephone conversation of June 7th, Ida-West Energy Company's project development studies are progressing on Hazelton B, Wilson Lake and the remainder of the potential projects on the NSCC system. To further support Ida-West's commitment to the NSCC's Board to develop the potential projects in a manner that does not increase water loss of the system, Ida-West agrees to pay $7,752.00 towards the installation of two additional automated gaging stations.

The new gaging stations, along with stations now in operation, will provide a water record for the upstream and downstream limits of both the Hazelton B and Wilson Lake projects. This record will provide positive control for determination of water loss through these areas for the periods before and after construction.

As we discussed it will be very important to start the water records this irrigation season so establishment of pre-project records are complete.

Please submit an invoice for Ida-West's share of the installation costs for our processing and payment. Feel free to call me if you have any further questions or comments.

Respectfully yours,

IDA-WEST ENERGY COMPANY

Henry Huber

Henry Huber
Project Manager

HH/ja

cc: John Rosholt

ENDORSED DEC 09 1990

ROSHOLT, ROBERTSON, TOLMAN & TUCKER
Chartered
ATTORNEYS AT LAW
142 3rd AVENUE NORTH
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
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JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER
TERRY R. McDANIEL
GARY D. SLETTE
JERRY JENSEN
F. BRUCE COVINGTON
CAROLYN M. MINDER
BRUCE M. SMITH
G. RICHARD BEVAN
GARY L. QUIGLEY
TIM J. WILLIAMS
JUSTIN R. SEAMONS
JOHN O. FITZGERALD

Boise Office
1020 MAIN ST., SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

December 20, 1990

Lois D. Cashell, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington D.C. 20426

RE: Wilson Lake Hydroelectric Project
Project No. 10454-000
North Side Canal Company, Ltd.

Dear Ms. Cashell:

Enclosed for filing please find the original and 14 copies of the following:

1. An Assignment of FERC Exemption.

2. Notice of Transfer.

Please acknowledge receipt of these documents by stamping "received" on the additional copies of the above described documents which are enclosed, and returning such to this office in the envelope provided.

Thank you for your attention in this matter.

Respectfully submitted,

John A. Rosholt

JOHN A. ROSHOLT

JAR:dcb

Enclosures

cc: Arthur C. Matlin
FERC Regional Office
Portland, Oregon
Kip W. Runyan
Ted Diehl
North Side Canal Company
w/enclosures

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ASSIGNMENT OF FERC EXEMPTION

This Assignment is made this 19 day of December, 1990, by NORTH SIDE CANAL COMPANY, LTD. (hereinafter "NSCC").

WITNESSETH

WHEREAS, NSCC has applied for and has received Exemption No. 10454-000 (hereinafter the "Exemption") from the Federal Energy Regulatory Commission to construct a hydroelectric project known as "Wilson Lake," a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, NSCC desires to assign all of its right, title and interest in said Exemption to Wilson Power Company, an Idaho corporation, to construct the Wilson Lake Hydropower Project;

NOW, THEREFORE:

NSCC hereby assigns unto Wilson Power Company all its right, title and interest in the FERC Exemption identified as No. 10454-000 for the construction and operation of a small conduit hydroelectric facility known as "Wilson Lake." Said Assignment is in accordance with the Lease and Assignment Agreement Wilson Lake Hydroelectric Project dated November 9, 1990, between NSCC and Wilson Power Company, an Idaho corporation.

IN WITNESS WHEREOF, Assignor has caused this Assignment of FERC Exemption to be executed the date and year first above written.

NORTH SIDE CANAL COMPANY, LTD.

By: Russell Woolley
PRESIDENT

ATTEST:

By: Ted Diehl
SECRETARY

RECORDED
DEC 09 1991

STATE OF IDAHO)
) ss.
County of Jerome)

On this 19th day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared Russell Woodell and Ted Dick, known or identified to me to be the President and Secretary, respectively, of NORTH SIDE CANAL COMPANY, LTD., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.

Patricia Hansen
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, Idaho
My commission expires: 7-15-91

4762m

RECLAIMED
DEC 09 1991

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

North Side Canal Company, Ltd. Project No. 10454-000

ORDER GRANTING EXEMPTION FROM LICENSING
(CONDUIT)

(Issued April 22, 1988)

On August 10, 1987, North Side Canal Company, Ltd. filed an application to exempt the Wilson Lake Project from the licensing requirements set forth in Part I of the Federal Power Act. The proposed small hydropower project is described in the attached public notice. The comments of interested agencies and individuals, including the U.S. Fish and Wildlife Service and the state fish and wildlife agency, have been fully considered in determining whether to issue this exemption from licensing.

Article 2 of this exemption requires compliance with the terms and conditions prepared by federal or state fish and wildlife agencies to protect fish and wildlife resources. These mandatory terms and conditions are contained in any attached letters commenting on the exemption application. If contested, the Commission will determine whether any mandatory term or condition is outside the scope of article 2.

After considering the mandatory terms and conditions designed to protect fish and wildlife resources, the environmental information in the exemption application, the staff's independent assessment, and other public comments, the Director finds that issuance of this order is not a major federal action significantly affecting the quality of the human environment.

The Director orders:

(A) The Wilson Lake Project is exempted from the licensing requirements of Part I of the Federal Power Act, subject to the attached standard articles. See section 4.94 of the Commission's regulations.

(B) Article 2 of this exemption is amended to include the National Marine Fisheries Service as a fish and wildlife agency that can provide terms and conditions.

(C) The Commission reserves the right to assess the exemptee fees pursuant to section 30(e) of the Federal Power Act.

EXHIBIT A

DOCUMENTS MICROFILMED
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(D) The exemptee shall serve copies of any Commission filing required by this order on any entity specified in this order to be consulted on matters related to that filing. Proof of service on these entities must accompany the filing with the Commission.

(E) This order is issued under authority delegated to the Director and is final unless appealed to the Commission within 30 days from the date of this order.

Dean L. Shumway
Acting Director, Division
of Project Review

DEC 09 1991

ATTACHMENT
E-1 Form

§ 4.94 Standard terms and conditions of exemption

Any exemption granted under §4.93 for a small conduit hydroelectric facility is subject to the following standard terms and conditions:

(a) Article 1. The Commission reserves the right to conduct investigations under sections 4(g), 306, 307, and 311 of the Federal Power Act with respect to any acts, complaints, facts, conditions, practices, or other matters related to the construction, operation, or maintenance of the exempt facility. If any term or condition of the exemption is violated, the Commission may revoke the exemption, issue a suitable order under section 4(g) of the Federal Power Act, or take appropriate action for enforcement, forfeiture, or penalties under Part III of the Federal Power Act.

(b) Article 2. The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that the United States Fish and Wildlife Service and any state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit E of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

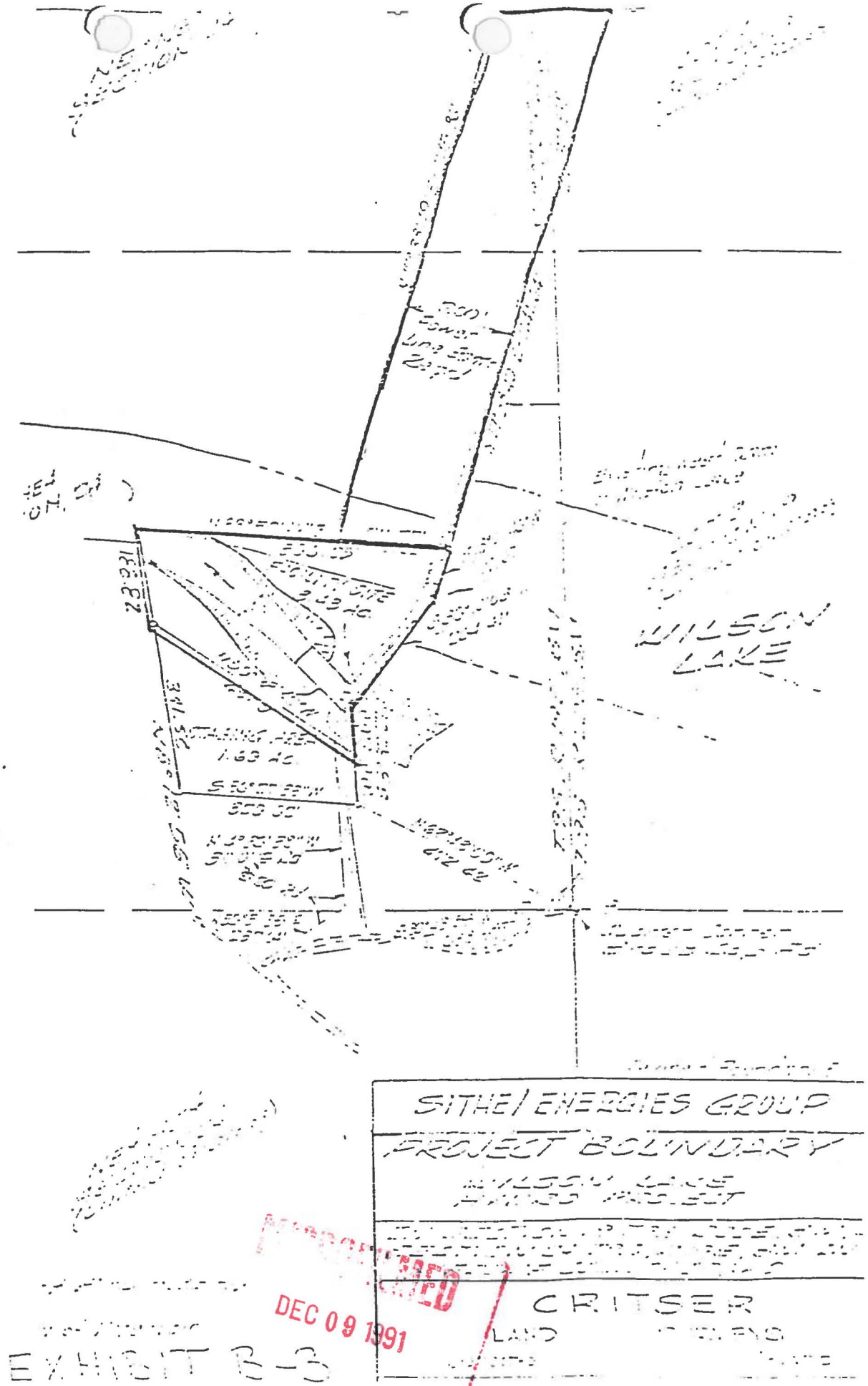
(c) Article 3. The Commission may revoke this exemption if actual construction of any proposed generating facilities has not begun within two years or has not been completed within four years from the effective date of this exemption. If an exemption is revoked under this article, the Commission will not accept from the prior exemption holder a subsequent application for exemption from licensing or a notice of exemption from licensing for the same project within two years of the revocation.

(d) Article 4. In order to best develop, conserve, and utilize in the public interest the water resources of the region, the Commission may require that the exempt facilities be modified in structure or operation or may revoke this exemption.

(e) Article 5. The Commission may revoke this exemption if, in the application process, material discrepancies, inaccuracies, or falsehoods were made by or on behalf of the applicant.

(f) Article 6. Before transferring any property interests in the exempt project, the exemption holder must inform the transferee of the terms and conditions of the exemption. Within 30 days of transferring the property interests, the exemption holder must inform the Commission of the indentity and address of the transferee.

DISCONTINUED
DEC 09 1991


WILSON LAKE
SITHE/ENERGIES GROUP
PROJECT BOUNDARY
CRITSER
LAND
DEC 09 1991
EXHIBIT B-3

a. Type of Application: Conduit Exemption

b. Project No.: 10454-000

c. Date Filed: August 10, 1987

d. Applicant: North Side Canal Company, Ltd.

e. Name of Project: Wilson Lake

f. Location: On Wilson Lake in Section 24, T9S, R19E, near Hazelton in Jerome County, Idaho.

g. Filed Pursuant to: Section 408 of the Energy Security Act of 1980 (16 U.S.C. §2705 and 2708 as amended)

h. Applicant Contact: Mr. John Rosholt
P.O. Box 1906
Twin Falls, ID 83303-1906
(208) 734-0700

i. FERC Contact: Ms. Julie Bernt, (202) 376-9812

j. Comment Date: [illegible]

k. Description of Project: The proposed project would utilize an existing reservoir and masonry dam which are used for irrigation and stockwater and would consist of a powerhouse located at the toe of West Dam containing three generating units with a total rated capacity of 6,300 kW. The average annual energy production would be 17.78 GWh.

l. Purpose of Project: Project power would be sold to the local power company.

m. This notice also consists of the following standard paragraphs: A3, A9 B, C, and D3b.

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600 South Walnut • Box 25
Boise, Idaho 83707

March 7, 1988

Ms. Lois D. Cashell
Acting Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, DC 20426

RE: Wilson Lake Hydro, FERC No. 10454, Application for Conduit Exemption

Dear Ms. Cashell:

The Idaho Department of Fish and Game (Department) has reviewed the referenced application and submits the following terms and conditions for the purposes set forth in Section 408 of the Energy Security Act of 1980.

1. During project construction, every reasonable care is to be taken to minimize water quality degradation, short- and long-term erosion, and disturbance of riparian habitat. Replacement of vegetation may be required.

2. Transmission lines, if above ground, are to be designed and constructed to prevent mortalities to raptors. Design criteria are available from the Department to the applicant. Final design is subject to approval by the Department.

3. Project construction schedule must be approved by the Department.

4. Project construction shall not start until items requiring Department approval under these terms and conditions have been submitted by the applicant and approved by the Department.

5. If project design is changed from that shown in the application, the above terms and conditions may be revised to take into account the design changes.

6. The applicant will notify the Department when power goes on line.

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7. The project shall operate only during the period March 1 through December 5. Future provisions for operation during the period December 6 through February 28 may be made only after completion by FERC of an assessment of cumulative impacts associated with diverting Snake River waters for hydroelectric generation during the non-irrigation season. This stipulation is set to restrict operation of the project to generation from historical irrigation diversion. The intent is to restrict diversion of additional water from the Snake River solely for hydro generation until such time potential impacts are assessed on a comprehensive scale.

Sincerely,

for Jerry M. Conley
Director

cc: USFWS (Boise)
FERC (Portland)
John Rosholt
BLM (Shoshone)
Region 4

JMC:WDH:mw

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DEC 09 1991

IDAHO FISH & GAME
600 South Walnut / Box 25
Boise, Idaho 83707

April 12, 1988

Mr. John Rosholt
P.O. Box 1906
Twin Falls, Id 83303-1906

RE: Wilson Lake Hydro, FERC No. 10454

Dear Mr. Rosholt:

The Idaho Department of Fish and Game received the exemption application for Wilson Lake Hydro and set terms and conditions in a letter to the Acting Secretary, FERC on March 7, 1988. Ms. Sherry Huber asked me to clarify a couple of points so interpretation will be the same by different entities.

Condition One is a standard condition warning construction supervisors to be prudent in construction activities. We realize that most construction on an irrigation canal will have to occur when the canal is dry, so water quality concerns will be minimal. Likewise, the land is mostly in private ownership and the Department does not dictate how a farmer works his fields or how a canal company runs its business. Our concern on reducing erosion and riparian habitat loss is in the spirit of keeping projects benign to fish and wildlife in the area.

There is no intent by the Department to control the construction schedule with Condition Three. It is included in case conflict might arise with nesting birds, or some other important wildlife activity. we want to be able to inform the developers of our concerns and, if need be, accelerate or delay project activities to accommodate critical wildlife needs.

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Cecil D. Andrus / Governor
Jerry M. Conley / Director

Condition Four only affects conditions Two and Three. We feel, with your previous experience on similar projects, that you could deliver power pole design criteria next week. So Condition Two will be easily met. Condition Three, as previously discussed, should cause no objections.

Sincerely,

William D. Horton

William D. Horton
Staff Biologist

cc: Ms. Sherry Huber
Ms. Julie Bernt
FERC (Portland)
BLM (Shoshone)
USFWS (Boise)
Region 4

WDH:mw
R7FS050MW

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DEC 09 1991

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

North Side Canal Company, Ltd. Project No. 10454-000

ERRATA NOTICE
(May 25, 1988)

ORDER GRANTING EXEMPTION FROM LICENSING
(CONDUIT)
(Issued April 22, 1988)

Page 3, Change "Description of Project" to read: The proposed project would consist of an intake, a powerhouse and a tailrace in an existing irrigation reservoir with the powerhouse and tailrace returning water to a canal below the reservoir. The powerhouse would contain three generating units with a total rated capacity of 6,300 kW. The average annual energy production would be 17.78 GWh.

Lois D. Cashell,
Acting Secretary

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DEC 09 1991

RECEIVED MAY 1 4 1990

Cal/NCB

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Northside Canal Company, Ltd. Project No. 10454-001
Idaho

ORDER GRANTING EXTENSION OF TIME
(Issued May 7, 1990)

The exemptee for the Wilson Lake Project has requested an extension of the deadline for commencing project construction. The reasons advanced by the exemptee in support of the requested extension of time are reasonable and justify the extension. The deadline for completion of construction will be similarly extended.

The Director orders:

(A) The deadline for commencing project construction is extended to April 21, 1992.

(B) The deadline for completing project construction is extended to April 21, 1994.

(C) This order is issued under authority delegated to the Director and is final unless appealed to the Commission under Rule 1902 within 30 days from the date of its issuance.

J. Mark Robinson
Director, Division of Project
Compliance and Administration

DC-A-7

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DEC 09 1991

John A. Rosholt
NELSON, ROSHOLT, ROBERTSON,
TOLMAN & TUCKER
P. O. Box 1906
Twin Falls, Idaho 83303-1906
Telephone: (208) 734-0700
4763m/dcb/11-12-90

Attorneys for Applicant

UNITED STATES OF AMERICA

FEDERAL ENERGY REGULATORY COMMISSION

* * * * * * * * * * *

IN RE:	)	
	)	
WILSON LAKE HYDROELECTRIC PROJECT	)	NOTICE AND ACCEPTANCE
	)	OF TRANSFER OF EXEMPTION
PROJECT NO. 10454-000	)	OWNERSHIP
NORTH SIDE CANAL COMPANY, LTD.	)	
	)	
Applicant.	)	

* * * * * * * * * * *

NOTICE OF TRANSFER

COMES NOW North Side Canal Company, Ltd., Exemptee in small hydroelectric Project No. 10454-000 located on Wilson Lake in Section 24, T. 9 S., R. 19 E, near Hazelton in Jerome County, Idaho, and gives notice to the Commission and all persons that all rights and responsibilities under Exemption No. 10454-000 have been transferred to Wilson Power Company, an Idaho corporation, effective the 9th day of November, 1990.

FILED
DEC 09 1991

DATED: December 19, 1990.

NORTH SIDE CANAL COMPANY, LTD.

By: Russell Woolley

ACCEPTANCE OF TRANSFER

COMES NOW, Kip W Runyan, President, for Wilson Power Company, an Idaho corporation, and hereby gives notice that Wilson Power Company as of this date has received all title and interest in and accepts all responsibilities under Exemption No. 10454-000.

DATED: November 15, 1990.

WILSON POWER COMPANY

By: Kip W Runyan
PRESIDENT

STATE OF Idaho)
) ss.
County of Ada)

On this 15th day of November, 1990, before me, a Notary Public, in and for said County and State, personally appeared Kip W Runyan, known or identified to me to be the PRESIDENT of WILSON POWER COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

MICROFILMED
DEC 09 1991

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: Boise
My commission expires: 8/96

STATE OF IDAHO)
) ss.
County of Jerome)

On this 19 day of December, 1990, before me, a Notary Public, in and for said County and State, personally appeared Russell Woolley, known or identified to me to be the President of NORTH SIDE CANAL COMPANY, LTD., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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: Jerome
My commission expires: 6-28-91

4763m

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DEC 09 1991

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER
Chartered
ATTORNEYS AT LAW

THOMAS G. NELSON
JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER
TERRY R. McDANIEL
GARY D. SLETTE
JERRY JENSEN
F. BRUCE COVINGTON
CAROLYN M. MINDER
BRUCE M. SMITH
G. RICHARD BEVAN
GARY L. QUIGLEY
TIM J. WILLIAMS
JUSTIN R. SEAMONS
JOHN O. FITZGERALD

142 3rd AVENUE NORTH
P.O. BOX 1906
TWIN FALLS, IDAHO 83303-1906
TELEPHONE (208) 734-0700
FAX (208) 736-0041

Boise Office
1020 MAIN ST., SUITE 400
P.O. BOX 2139
BOISE, IDAHO 83701-2139
TELEPHONE (208) 336-0700
FAX (208) 344-6034

October 17, 1990

RECEIVED
OCT 18 1990
Department of Water Resources

Ms. Rita Fleck
Secretary/Records Manager
Idaho Department of Water Resources
1301 N. Orchard Street
Statehouse Mail
Boise ID 83702

RE: Permit No. 01-7010 -- Parts A, B and C

Dear Rita:

Thanks for your help as usual in confirming the alphabetical subportions of this power generating water right. We are happy to have the subparts clearly identified. You mentioned in our conversation yesterday that you had sent another letter out regarding this permit and I noticed in Mr. Rosholt's mail this morning that we have one regarding the Wilson Lake or A portion.

I enclose a copy of a Request for Extension of Time form date stamped June 7, 1988, with Identification No. 01-7010C. The status of the A portion is permit with extension of time to May 1, 1994. The B portion had proof made July 1, 1988, and a field exam of June 9, 1988, It appears that the C portion or the Y-8 Power Project still has the extension of time request pending for the noted date on the form. Would you let me know the status of the C portion please? This appears to be the last step in finalizing the status of these subparts.

It is not too hard to see why the Department doesn't do multi-site applications any more.

Thank you for your attention to this one remaining detail.

Very truly yours,

FRANCIS G. HITCHCOCK
LEGAL ASSISTANT

FILMED
JAN 03 1991

FGH/dcb
73811

Enclosure

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August 8, 1990

RECEIVED
AUG 10 1990
Department of Water Resources

Department of Water Resources
State of Idaho
1301 N. Orchard
Statehouse Mail
Boise ID 83720

COPY

ATTENTION: Water Rights Division

RE: Permit No. 01-7010(C)

Dear Sir or Ms.:

Please find enclosed an original Assignment concerning Permit No. 01-7010(C) pertaining to the Y-8 Project herein assigned by North Side Canal Company to Y-8 Hydro, an Idaho general partnership.

I attach an Affidavit executed by the president of Y-8 Power Company, the managing general partner of Y-8 Hydro. If there are questions as to Y-8 Hydro, contact Mr. Kip W. Runyan at 333 N. 13th, Boise, Idaho 83702. His telephone number is 336-4254.

If there are questions as to North Side Canal Company, don't hesitate to contact me. Thank you for your consideration in this matter.

Respectfully submitted,

John A. Rosholt

JOHN A. ROSHOLT

JAR:dcb

Enclosures

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WILSON LAKE POWER PROJECT CHRONOLOGY

PERMIT NO. 01-7010C (See Part D)

January 17, 1986	Initiated consultation with wildlife and health and welfare agencies. (Exhibit "A")
May 22, 1986	We had initiated application to buy the needed lands from BLM with filing on May 22, 1986, but FERC sent application back.
May 29, 1986	FERC exemption application filed with consultation letter responses. (Exhibit "B")
June 11, 1986	Sat Goel of FERC calls and says application rejected -- CFR's and exemption rules changed to require land ownership prior to filing even though only land ownership NSCC needed was from BLM.
May 27, 1986	$490.00 processing fee paid to BLM.
July 25, 1986	BLM advised could not issue rights-of-way until FERC exemption received. We advised of the catch 22 in the regulations. (Exhibit "C")
July 1, 1986	Paid BLM required fees.
January 13, 1987	BLM then took under advisement. Published notice. We asked Governor to review promptly.
January 27, 1987	Governor responded. (Exhibit "D")

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July 21, 1987	Obtained patent and rights-of-way from BLM. (Exhibit "E")

Could not get county zoning approval until owned land. Applied when we got patent. Hearing and approval October 1987.

August 7, 1987	Resubmitted application for exemption to FERC with evidence of land ownership. (Exhibit "F")
October 23, 1987	FERC acknowledged filing and noted two deficiencies. (Exhibit "G")
December 3, 1987	Applicant supplied information to remove deficiencies. (Exhibit "H")
December 17, 1987	Notified by FERC that application accepted for filing effective August 10, 1987. (Exhibit "I")
April 22, 1988	FERC issued exemption for Wilson Lake Project. (Exhibit "J")
May 9, 1988	Additional letters sent to IF&G and National Marine Fisheries as required by exemption.

Power sales contract negotiations have been ongoing with Idaho Power Company since summer of 1987.

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RECEIVED
JUN 14 1990
Department of Water Resources

June 13, 1990

Idaho Department of Water Resources
1301 North Orchard, Statehouse Mail
Boise, ID 83720

ATTENTION: GARY SPACKMAN

Re: NORTH SIDE CANAL COMPANY HYDRO POWER PERMITS 01-7084A--HAZELTON B AND 01-7010--WILSON LAKE

Dear Gary:

I am enclosing copies of the extentions of time obtained by North Side Canal Company from the Federal Energy Regulatory Commission allowing a delay in the initiation of construction for the Hazelton B and Wilson Lake hydroelectric projects.

Both projects are presently subject to a development agreement, but the developer must start construction before July 31, 1990, or he must get an extention from the North Side Canal Company. Our best information is he will not initiate construction before July 31 or ask for an extention.

North Side Canal Company expects an offer from another developer as soon as the present rights expire on July 31, 1990.

Be also advised that a developer is also presently evaluating the other sites listed in Permit No. 01-7084A. It is hoped that some could be combined during the construction phase to effect economics of joint construction. Such an

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evaluation will be available to the North Side Canal Company in 60 days. At that point, we should be able to advise which projects will be pursued.

Respectfully,

John A. Rosholt

JOHN A. ROSHOLT
Attorney, North Side Canal Co.

JAR:cc
58561

Enclosure

cc: Ted Diehl

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OCT 18 1990

March 13, 1990

Frank Hitchcock
Nelson, Rosholt, Robertson, Tolman and Tucker
P. O. Box 1906
Twin Falls, ID 83303

Dear Mr. Hitchcock:

Re: Permit No. 01-7010 - Parts A, B and C

I apologize for not getting this letter to you sooner, but I later remembered that I wanted to discuss the numbering scheme with an employee who was not in the office on Friday. I hope the delay hasn't caused you any inconvenience.

The permit has been divided by the following action. The filing was split into parts A and B with an assignment. The A portion being retained by the North Side Canal Co., Ltd. The B portion assigned to the Bypass Limited. In a letter dated June 2, 1988, Gary Spackman states that the two projects under part A will be split. He designates the Y-8 Project has Part C. This leaves the the Wilson Lake Project still under Part A. The purpose of this reiteration is to further document the file and clarify our understanding of the numbering scheme.

As a result of our conversation on Friday, I was to send you copies of the pending extensions of time for Parts A and C. Enclosed are those copies.

If I can be of further assistance, please call.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

SCANNED
JUN 0 5 2003

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OCT 1 8 1990