

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
21-12914' <u>OK</u>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: PACIFICORP AN OREGON CORP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ST. ANTHONY LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------------|---|--------------|--------------|
| <u>5203 SOUTH 11TH EAST</u> | <u>IDAHO FALLS</u> | <u>IDAHO</u> | <u>83404</u> |
| Mailing address | City | State | ZIP |
| <u>208-529-2469</u> | <u>ted@tsorenson.net; gayle@tsorenson.net</u> | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: September 25, 2013
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

RECEIVED
OCT 29 2013

Department of Water Resources
Eastern Region

7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: *Gayle G. Soren* Member, 10/29/2013
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *JB* Date 10/29/2013 Receipt No. E039252 Receipt Amt. \$25.00
Approved by *JB* Processed by *JB* Date 11/8/2013

WHEN RECORDED, MAIL TO:
PacifiCorp
Attn: Transaction Services
825 NE Maltnomah St. Suite 1700
Portland, OR 97232

Instrument No. 546017
30 Day Sep 2013
At 04 O'Clock 14 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$37.00
JF Deputy
Recorded at Request of
First American Title - Rexburg

QUIT CLAIM DEED

For Value Received, PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company ("GRANTOR"), hereby QUITCLAIMS to St. Anthony Hydro LLC, whose address is 5203 South 11th East, Idaho Falls, ID 83404 "GRANTEE", the following described (i) premises situated in Fremont County, State of Idaho, to-wit and as depicted on Exhibit A and (ii) water rights, in each case, on an "AS-IS" basis as further described in the disclaimer set forth below:

I. Premises:

Parcel 1: ALL THAT PART OF LOTS 15, 16, 17, 18, 19 AND 20, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 2: BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 70, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE NORTH 87 FEET TO THE NORTH BANK OF EGIN CANAL; THENCE NORTHEASTERLY ALONG SAID NORTH BANK TO 1ST WEST STREET, THENCE S. 63 FEET, THENCE S. 83°44' W. 100.6 FEET, THENCE S. 37 FEET, THENCE W. 57 FEET TO THE POINT OF BEGINNING.

Parcel 3: ALL THAT PART OF LOTS 11, 12, 13 AND 14, BLOCK 70, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 4: THAT PORTION OF LAND LYING WEST OF THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET), ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET) ON THE SOUTH SIDE OF THE EGIN CANAL AND RUNNING THENCE S. 300 FEET, MORE OR LESS, TO THE NORTH BANK OF THE NORTH FORK OF SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE SAID NORTH BANK OF THE NORTH FORK OF

WHEN RECORDED, MAIL TO:
PacifiCorp
Attn: Transaction Services
825 NE Maltnomah St. Suite 1700
Portland, OR 97232

RECORDED ELECTRONICALLY	
ID <u>546017</u>	County <u>Fremont</u>
Date <u>9-30-13</u>	Time <u>4:14</u>
simplifile www.simplifile.com 800.420.5657	

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BEGINNING AT A POINT IN THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET) ON THE SOUTH SIDE OF THE EGIN CANAL AND RUNNING THENCE S. 300 FEET, MORE OR LESS, TO THE NORTH BANK OF THE NORTH FORK OF SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE SAID NORTH BANK OF THE NORTH FORK OF

SNAKE RIVER 275 FEET, MORE OR LESS; THENCE NORTHEASTERLY 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 6: ALL THAT TRACT OF LAND IN BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING SOUTH OF A LINE DRAWN 5 FEET NORTH OF SAID PARALLEL TO THE NORTH BANK OF THE EGIN CANAL FROM THE WEST LINE OF SAID BLOCK TO THE INTERSECTION OF SAID CANAL BANK WITH THE NORTH FORK OF THE SNAKE RIVER AND NORTH OF THE SOUTH BANK OF EGIN CANAL.

SAID TRACT OF LAND ALSO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 247.15 FEET SOUTH FROM THE NW CORNER OF BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE EASTERLY 218 FEET ALONG A LINE 5 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTH BANK OF THE EGIN CANAL TO THE WEST BANK OF THE SNAKE RIVER, THENCE SOUTH 70 FEET, THENCE WESTERLY 220 FEET, MORE OR LESS, ALONG THE SOUTH BANK OF SAID CANAL TO A POINT SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 7: LOTS 11, 12, 13 AND 14, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO AS SHOWN ON THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM: ALL THAT PART OF LOTS 11, 12, 13 & 14, BLOCK 69, ST. ANTHONY TOWNSITE, (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING 10 FEET SOUTH OF AND PARALLEL TO THE SOUTH BANK OF THE EGIN CANAL.

The following portion of Parcel 5 (as partitioned): LOT 1, ST. ANTHONY HYDRO PLANT AND SUBDIVISION AMENDING LOTS 1 THROUGH 10, BLOCK 90, SAINT ANTHONY TOWNSITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT RECORDED NOVEMBER 2, 2012, AS INSTRUMENT NUMBER 541160.

TOGETHER with (i) the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Seller, including, but not limited to, the prescriptive easement evidenced by that Notice of Prescriptive Easement recorded as instrument number 424599 in the Fremont Country, Idaho, Recorder's office on November 18, 1992, over real estate more particularly described as follows: (a) Tract 1: The North 40 feet of the East one-half of the vacated street

between Blocks 1 and 2 of the Townsite of South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and (b) Tract 2: The North 40 feet of the East 9.81 feet of the West one-half of the vacated street between Blocks 1 and 2 of the Townsite of South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and any easement the State of Idaho may have granted over and across the Henry's Fork of the Snake River; and (ii) all improvements and fixtures thereon, including (a) a concrete diversion with a spillway; (b) a reinforced-concrete canal intake structure; (c) a power and irrigation canal; (d) an irrigation canal headworks structure; (e) a screened and rubber-lined wooden-box flume with an overflow spillway and an ice chute; (f) a reinforced concrete powerhouse containing a generating unit rated at 560 kilowatts (kW); (g) a tail race; (h) the 2.3 reinforced kilovolt (kV) generator leads; (i) wooden shed; (j) office; and (k) house.

II. Water Rights

700 cfs, non-consumptive for hydro power generation – Idaho water right #21-12914, priority dated to 12/20/1913, subject to June 2007 Notice from Idaho Department of Water Resources to resume beneficial use of this water right by December 31, 2012, and subject further to its placement into the Idaho Water Supply Bank on March 13, 2012 for automatic release June 30, 2017 or such earlier release date as is submitted in writing.

III. Disclaimer; Waiver of Jury Trial

THE FOREGOING ASSETS ARE CONVEYED HEREBY TO GRANTEE "AS IS, WHERE IS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE GENERATING CAPABILITY OF THE ASSETS, THE ABILITY OF GRANTEE TO GENERATE OR SELL ELECTRICAL ENERGY, OR THE ABILITY OF GRANTEE TO OPERATE THE DEVELOPMENT ASSETS PROFITABLY. WITHOUT LIMITING THE FOREGOING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, USAGE OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE OF THE ASSETS WITH ANY LAWS, OR AS TO THE CONDITION OF THE ACQUIRED ASSETS, OR ANY PART THEREOF, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED. GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS HAD (I) THE RIGHT AND ABILITY TO FULLY INVESTIGATE AND INSPECT THE DEVELOPMENT AND TO REQUEST ANY INFORMATION REGARDING THE ASSETS THAT GRANTEE DEEMS NECESSARY; AND (II) THE OPPORTUNITY TO SEEK RELEVANT ADVICE FROM APPROPRIATE EXPERTS AND OTHER CONSULTANTS.

GRANTEE FURTHER AND SPECIFICALLY AGREES, SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, THAT IT SHALL TAKE THE

REAL PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO GRANTEE OR ITS CONSTITUENTS BY GRANTOR OR ANY OF GRANTOR'S AFFILIATES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES OF GRANTOR EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. GRANTEE SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, GRANTEE SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY CONVEYANCE DOCUMENT OR CERTIFICATION. GRANTEE ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY SUCH CONVEYANCE DOCUMENTS OR CERTIFICATIONS, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY INCLUDING WITHOUT LIMITATION ZONING, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE) HEREBY WAIVES, RELEASES AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST GRANTOR OR GRANTOR'S AFFILIATES BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY, OR (C) ANY

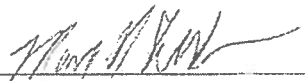
ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, EXCEPT FOR CLAIMS BASED UPON A BREACH OF ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. WITHOUT LIMITATION UPON GRANTEE'S RIGHT TO RELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO. GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE) ASSUMES THE RISK THAT ADVERSE MATTERS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE), UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN DESIGN OR CONSTRUCTION, OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, LIABILITIES EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR BREACHES BY GRANTOR OF THE EXPRESS PROVISIONS OF ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF GRANTOR AND GRANTEE WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED. EACH OF GRANTOR AND GRANTEE FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed

by its duly authorized officer this 25 day of September, 2013.

GRANTOR:
PacifiCorp, an Oregon corporation

By: 
Name: Mark R Tallman
Title: Vice President

ACKNOWLEDGED AND AGREED:

GRANTEE:
St. Anthony Hydro LLC, an Idaho limited liability company

By: BIRCH POWER COMPANY, Manager

By: _____
Name:
Title:

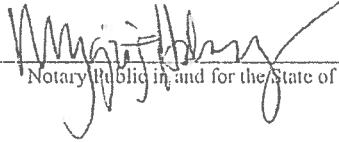
ACKNOWLEDGEMENT (GRANTOR)

STATE OF OREGON)

: ss.

COUNTY OF MULTNOMAH)

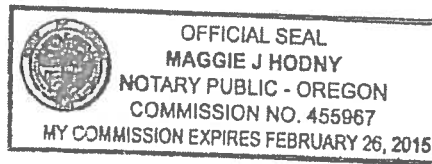
On this 25 day of September, in the year 2013, before me, a Notary Public in and for the State of Oregon, personally appeared Mark Talman, known or identified to me to be the Vice president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public in and for the State of Oregon

Residing at
My

825 NE Multnomah St, Portland OR 97232
Commission expires

02/26/2015



by its duly authorized officer this ____ day of _____, 2013.

GRANTOR:
PacifiCorp, an Oregon corporation

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

GRANTEE:
St. Anthony Hydro LLC, an Idaho limited liability company

By: BIRCH POWER COMPANY, Manager

By: 
Name:
Title:

ACKNOWLEDGEMENT (GRANTEE)

STATE OF IDAHO)
: ss.
COUNTY OF BONNEVILLE)

On this 27 day of September, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Dana Peck

Notary Public in and for the State of Idaho

Residing at Idaho Falls

My commission expires: 10/21/2019

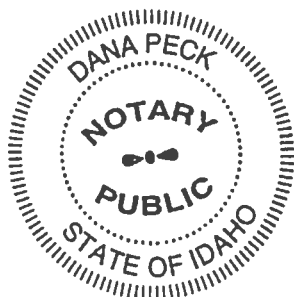
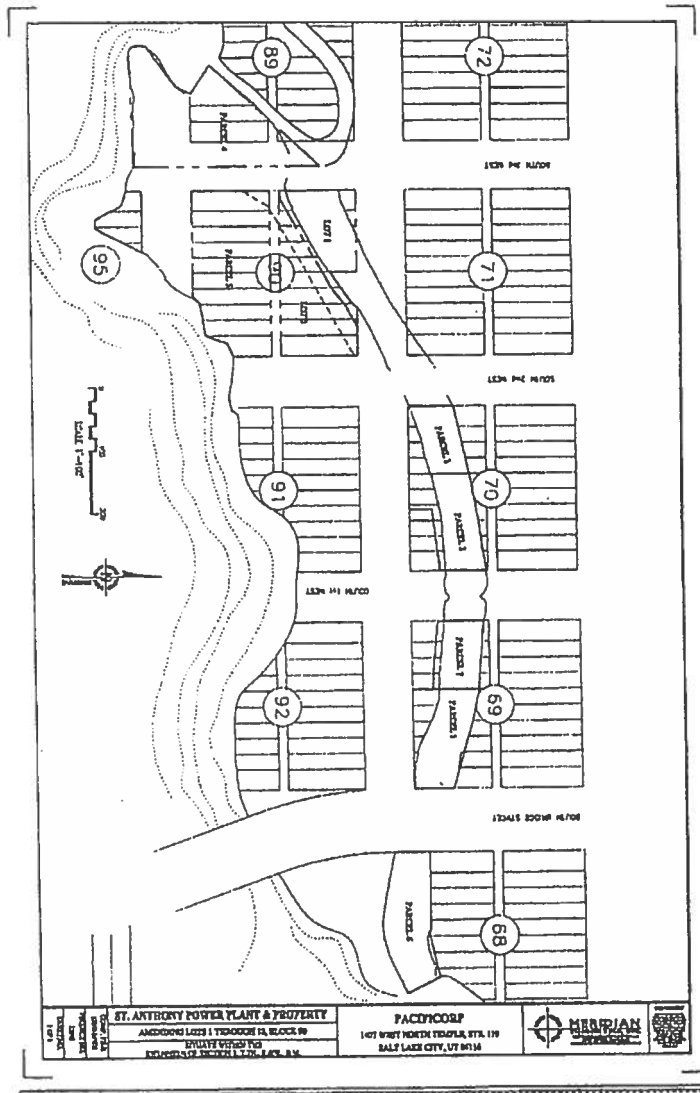
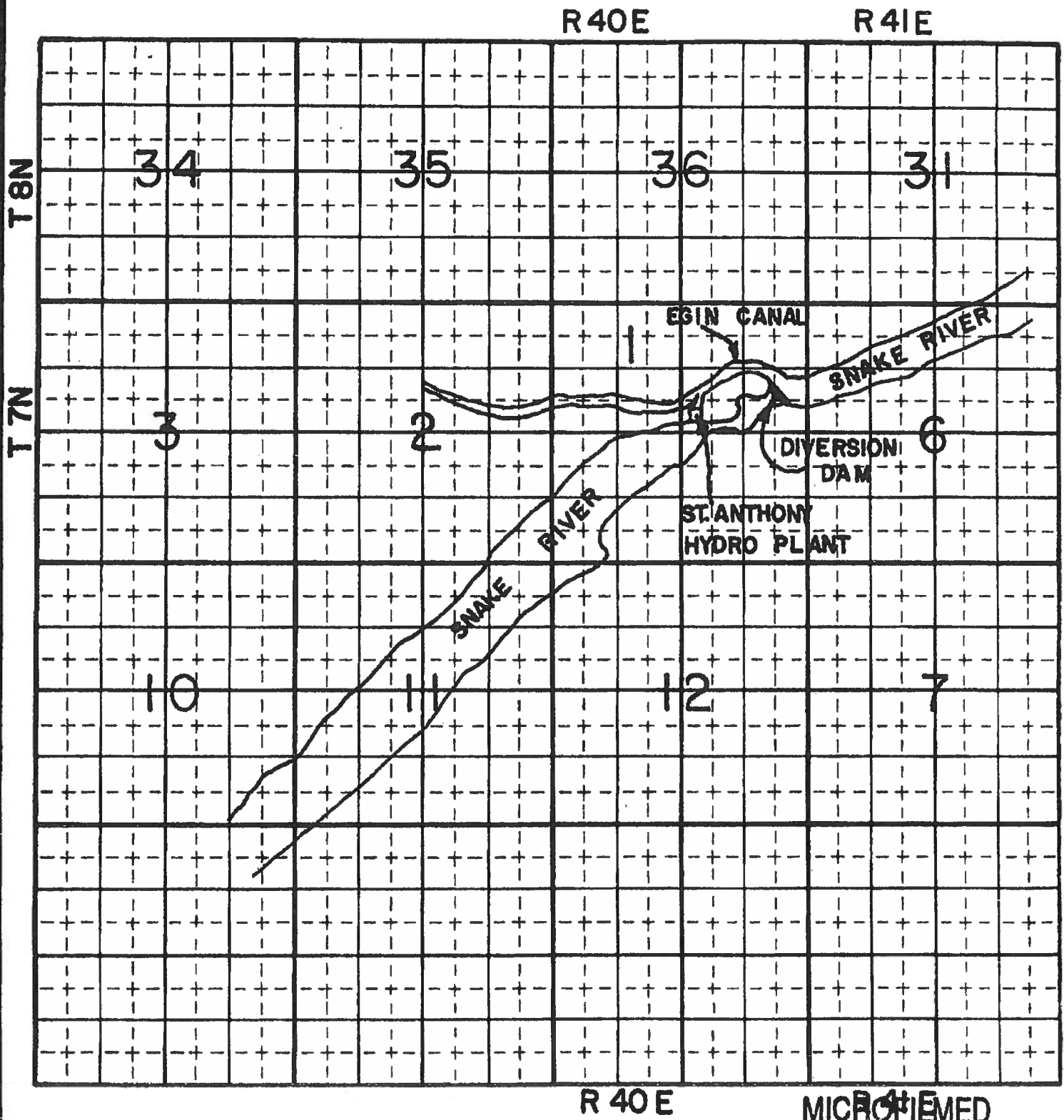


EXHIBIT A



Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 Inches equals 1 mile



R 40 E

MICROFILMED

OCT 19 1992

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claim.m