

**STARTING
LEFT
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FILE**

WATER RIGHT SPLIT

SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Permit	37-7922	Vernon F. Ravenscroft	50.0 cfs
Full Assignment	37-7922	Bonneville Pacific Corporation and Vernon F. Ravenscroft and Harriett B. Ravenscroft	50.0 cfs
Full Assignment of Security Interest. Permit Remains in the name of Bonneville Pac Corp & Vernon F. & Harriet B. Ravenscroft	37-7922	Prudential Leasing Company	50.0 cfs
Full Assignment	37-7922	Ravenscroft, Vernon F. Harriett B. Bonneville Pacific Corp.	50.0

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JAN 26 1987

State of Idaho
Department of Water Resources

ASSIGNMENT OF PERMIT

Department of Water Resources

Vernon F. Ravenscroft and Harriett B.

I, Prudential Leasing Company,, hereby assign to Ravenscroft, husband and wife,
a Utah corporation and Bonneville Pacific Corporation, a Delaware corporation
of c/o Vernon F. Ravenscroft, P.O. Box 893, Boise, Idaho 83701
Address

CHECK ONE



All my right, title, and interest in and to Permits No. 37-7857, 37-7865 and 37-7922
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)

Made this 23rd day of January, 19 87.

PRUDENTIAL LEASING COMPANY, a Utah corporation

By

Kathy L. Dale

Permit Holder

Its

President

Spouse of Permit Holder

State of ~~Idaho~~ Utah)

County of Salt Lake)

ss.

On this 23rd day of January, 19 87, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that ~~he~~ (she) ~~(they)~~ executed the same.

seal

[Signature]
Notary Public residing at

519 1st
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My commission expires:

6/28/87

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State of Idaho
Department of Water Resources

37-7865
37-7922
Water Right No.

**AFFIDAVIT FOR WATER RIGHTS TO BE USED
FOR POWER PURPOSES**

Department of Water Resources

A. Establishment of Residency: (Complete either 1, or 2).

1. Individual Applicant or Individual Members of a Partnership:

I, _____ of _____
(name) (city)

County of _____, State of Idaho, being duly sworn, do hereby
certify that I am a bona fide resident of the State of Idaho.

2. Corporation:

I, Kathy K. Hale of Salt Lake City
(name) (city)

County of Salt Lake, State of Utah, being duly sworn, depose

and say: That I am the designated registered agent of ~~XXX~~ Prudential Federal Savings and Loan
Association, a federally chartered corporation: ("Prudential")
(name of corporation)

of the said corporation as required by Section 30-1-12, Idaho Code, at _____
(city)

Idaho, wherein are kept the corporate records required by Section 30-1-52, Idaho Code, and that _____

Prudential is a corporation qualified to do business in the State of Idaho under the laws
(name of corporation)
of the State of Idaho.

B. Ownership of Facilities: (To be completed for hydropower projects only)

The hydropower facility to be developed pursuant to the attached Application for Permit:

- (check one)
- ☐ Will not utilize existing man-made irrigation facilities such as a dam or a canal.
- ☒ 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.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal, and the owner of the facilities is the signee of this affidavit.

PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION

By Kathy K. Hale
Applicant
Its SR. VICE PRESIDENT

State of Idaho-- Utah)
County of Salt Lake) ss.

On this 25th day of January, 19 87, personally appeared before me
the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Samuel Butler
Notary Public residing at

seal

My commission expires:

6/28/87

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ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT is executed as of the 1st day of February, 1986, by VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife (the "Ravenscrofts"), whose address is P. O. Box 893, Boise, Idaho 83701, and BONNEVILLE PACIFIC CORPORATION, a Utah corporation ("Bonneville"), whose address is 200 East South Temple, Suite 300, Salt Lake City, Utah 84111 (the Ravenscrofts and Bonneville are hereinafter sometimes collectively referred to as "Borrower"), in favor of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation chartered under the laws of the United States of America, whose address is 127 East 3300 South, Salt Lake City, Utah 84115 (hereinafter referred to as "Prudential").

Recitals:

A. As of the date hereof, Prudential has loaned to the Ravenscrofts the aggregate principal amount of \$1,170,000.00 (the "Loan") and, as evidence of the Loan, the Ravenscrofts have executed and delivered to Prudential the Note (as herein defined).

B. Bonneville will receive substantial economic benefit as a result of the Loan.

C. Prudential has made the Loan to the Ravenscrofts on the condition that Borrower assign to Prudential, as security for the Note, certain Contracts (as herein defined) held by Borrower, together with the interests of Borrower in the Equipment (as herein defined).

Agreement:

In consideration of the covenants, promises and agreements set forth herein and in the Note, Borrower and Prudential do hereby agree as follows:

SECTION 1. DEFINITIONS

The following terms, when used herein, shall have the meanings indicated:

1.1 Agreement. This Assignment and Security Agreement.

1.2 Contracts. The agreements, instruments and documents which are listed or described in Exhibit "A" attached

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EXHIBIT A

to

ASSIGNMENT AND SECURITY AGREEMENT

CONTRACTS

The Contracts referred to in the foregoing Assignment and Security Agreement (the "Agreement") are as follows:

- (1) Power Sales Agreement dated September 2, 1982, between Vernon F. Ravenscroft and Idaho Power Company, identified as Idaho Power Company Facility No. 31515009, amended by Amendment No. 1 dated March 7, 1984.
- (2) Water Permit Nos. 37-7857, 37-7865 and 37-7922, as amended on November 22, 1982, granted by the State of Idaho, Department of Water Resources, to Vernon F. Ravenscroft.
- (3) Federal Energy Regulatory Commission Order Granting Exemptions from Licensing issued to Vernon F. Ravenscroft on February 5, 1982, at 18 FERC paragraph 62,161.
- (4) Bureau of Land Management Right-of Way 1-17053 granted March 5, 1982 to Vernon F. Ravenscroft.
- (5) Lease Agreement dated November 8, 1982 between Vernon F. Ravenscroft and Dean Shaffer and Eileen Shaffer for certain real property located in Gooding County, Idaho, described as Tract IV on Exhibit D attached to the Agreement, as amended by an Addendum to Lease dated December 1, 1982.
- (6) Lease Agreement dated November 3, 1982, from Ben and Fae Slatter to Vernon F. Ravenscroft, for certain real property located in Gooding County, Idaho, described as Tract III on Exhibit D attached to the Agreement.
- (7) Assignment and/or Sublease of Real Property, Leases and Easements dated November 30, 1982, between Vernon F. Ravenscroft and Harriett B. Ravenscroft (the "Ravenscrofts") and the Ravenscrofts and Bonneville Pacific Corporation, a Utah corporation, recorded on December 21, 1982 as Instrument No. 98427 in the Records of Gooding County, Idaho.

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hereto and by this reference made a part hereof, and any other agreement, instrument or document in which Borrower has an interest which relates to or is connected with the Real Property.

1.3 Note. The Promissory Note dated as of the date hereof executed by the Ravenscrofts and payable to Prudential in the principal amount of One Million One Hundred Seventy Thousand Dollars (\$1,170,000.00), together with interest thereon at the rate specified in the Note. A copy of the Note is attached hereto as Exhibit "B" and by this reference made a part hereof.

1.4 Event of Default. As defined in Section V hereof.

1.5 Equipment. The equipment, inventory, machinery, fixtures and improvements which are described or referred to in Exhibit "C" attached hereto and by this reference made a part hereof, and any other equipment, inventory, machinery, fixtures and improvements located on the Real Property in which Borrower has an interest.

1.6 Mortgage. The Real Estate Mortgage dated as of the date hereof executed by Borrower, as mortgagor, to and in favor of Prudential, as mortgagee, covering the Real Property. The Mortgage is additional security for the Obligations.

1.7 Obligations. The payment and performance of each and every obligation of Borrower evidenced by the Note, this Agreement and the Mortgage, together with any extensions, renewals or modifications of the Note, this Agreement or the Mortgage or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal or modification, and all sums expended or advanced by Prudential pursuant to the terms of the Note, this Agreement or the Mortgage, or any instrument further evidencing or securing any obligations secured hereby, together with interest and/or costs thereon as herein and therein provided.

1.8 Real Property. The Real Property located in the County of Gooding, State of Idaho, described in Exhibit "D" attached hereto and by this reference made a part hereof.

1.9 Security Property. The property and interests described in Sections II and III hereof, including all proceeds thereof or income or receipts therefrom.

SECTION II. ASSIGNMENT OF CONTRACTS

Borrower hereby assigns, transfers and conveys to Prudential, as security for the Obligations, all of the right, title

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and interest of Borrower in and to the Contracts, including, but not limited to the right, title and interest of Borrower in and to any and all real property, personal property, fixtures, licenses or other rights covered by or relating to the Contracts. By accepting this assignment, Prudential does not assume any obligations or liabilities of Borrower under the Contracts. The security interests and the assignments hereby granted in this Section II are to secure the payment and performance by Borrower of the Obligations. At any time from and after the date hereof during which all or any portion of the Obligations is outstanding, Prudential shall have the right, at its option, without notice, if an Event of Default has occurred, and without regard to the adequacy of security for the Obligations, to collect from the parties to any one or more of the Contracts any payments to be made to Borrower thereunder. In the event of any such collection, Prudential shall have the right to apply the amount collected either to payments of interest and/or principal on the Note, or to cause such amounts to be remitted to Borrower. Borrower agrees that at the request of Prudential, Borrower will cause such notices to be given to the parties to the Contracts with respect to the assignment to Prudential as Prudential may deem appropriate and will take such other actions with regard thereto as Prudential may request.

SECTION III. THE SECURITY AGREEMENT

Borrower hereby grants to Prudential a security interest in the Contracts and in the Equipment, together with all future increases, replacements and substitutions for, betterments of and accessions and additions thereto, and all cash and non-cash proceeds thereof. The security interest hereby granted in this Section III is to secure the payment and performance by borrower of the Obligations.

SECTION IV. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants to Prudential as follows:

4.1 All information furnished by Borrower to Prudential in connection with the Obligations and/or this Agreement is accurate and complete in all material respects.

4.2 Borrower will pay promptly when due all taxes, assessments and governmental charges imposed upon the Security Property.

4.3 Borrower owns the Security Property, and the same is free and clear from all security interests and encumbrances of every nature superior to Prudential. Borrower will not permit or

suffer to exist any other security interest in or lien upon the Security Property nor any other financing statement covering the Security Property to be on file in any public office.

4.4 Borrower shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Prudential may reasonably require for the purpose of more completely vesting in and assuring to Prudential its rights hereunder and in or to the Security Property.

4.5 Borrower agrees to comply with any governmental regulations affecting the use of the Security Property and will not use or permit the use of the Security Property in any unlawful manner.

4.6 Borrower will not permit the Security Property to be misused or abused, wasted or allowed to deteriorate, and Borrower will keep the Security Property in good condition and repair. Prudential may inspect the Security Property at reasonable times and intervals and upon reasonable notice and may, for this purpose, enter the premises upon which any of the Security Property is located.

4.7 Any or all of the Obligations shall, at the option of Prudential and notwithstanding any time or credit allowed by any instrument evidencing a liability, be immediately due and payable without notice or demand upon the occurrence of any of the Events of Default as specified in Section V hereof.

4.8 Borrower will make joint application with Prudential to the Federal Energy Regulatory Commission or otherwise do whatever is necessary to transfer any rights or permits with respect to the Real Property or Equipment to Prudential if it ever becomes necessary to do so in order to carry out the intention of this Agreement.

4.9 Borrower acknowledges that a principal purpose of this Agreement is to assure that Prudential has the right to be substituted for Borrower to operate the Equipment if Borrower does not pay the Note or, in the alternative, to arrange to remove the Equipment and terminate all obligations of Borrower with respect thereto.

SECTION V. EVENTS OF DEFAULT; REMEDIES

5.1 Any of the following events shall constitute an "Event of Default" hereunder:

(a) Any failure to pay or perform any of the

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Obligations:

(b) The falsity of any representation or warranty by Borrower herein or the making by Borrower of any misrepresentation to Prudential;

(c) Issuance of an injunction or attachment against any of the Security Property;

(d) Calling of a meeting of creditors, appointment of a committee of creditors or liquidating agents or offering of a composition or extension to creditors by, for or against Borrower which action, if involuntary, is not rescinded or dismissed within forty-five (45) days;

(e) The insolvency of Borrower, or Borrower is the subject of a voluntary petition in bankruptcy, is in any other proceeding under the federal bankruptcy laws, or is the subject of an involuntary petition in bankruptcy or in any other proceeding under the federal bankruptcy laws which is not dismissed within forty-five (45) days, or Borrower makes an assignment for the benefit of creditors, or Borrower is named in, or the Security Property is subjected to, a suit for the appointment of a receiver which is not dismissed within forty-five (45) days; or

(f) Such a change in the condition or affairs (financial or otherwise) of Borrower as in the reasonable opinion of Prudential materially impairs Prudential's security or increases its risks.

5.2 Upon the occurrence of an Event of Default, Prudential shall have all remedies provided by law and, without limiting the generality of the foregoing, shall be entitled as follows:

(a) Borrower agrees to put Prudential in possession of the Security Property on demand.

(b) Prudential is authorized to enter any premises where the Security Property is situated and take possession of said Security Property without notice or demand and without legal proceedings. Prudential is further authorized to:

(i) Negotiate with prospective buyers for the sale of Security Property;

(ii) Compromise and satisfy priority lien claims of other creditors out of the sale proceeds

or otherwise;

(iii) Sell or otherwise dispose of all or part of the Security Property at private or public sale, through bidding or at negotiated sales prices; and

(iv) Otherwise manage and dispose of the Security Property, in whole or in part, in a manner which, in the judgment of Prudential, will minimize the indebtedness to Prudential after sale or other disposition of the Security Property.

(c) Borrower agrees that a period of thirty (30) days from the time a notice is sent, by first-class mail (or by airmail or certified mail, if Prudential deems it proper), shall be a reasonable notification of the time and place after which any private sale or other intended disposition is to be made.

(d) The Ravenscrofts agree to pay on demand the amount of all expenses reasonably incurred by Prudential in protecting or realizing on the Security Property. In the event that this Agreement or any Obligations secured hereby is referred to an attorney for protecting or defending the priority of Prudential's interest or for collection or realization procedures, the Ravenscrofts agree to pay a reasonable attorney's fee, including fees incurred in both trial and appellate court, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby.

(e) If Prudential disposes of the Security Property, the Ravenscrofts agree to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

(f) Any payment made by Borrower and any sum received by Prudential through the disposition of the Security Property may be applied as Prudential may elect to any Obligation, whether matured or not matured.

SECTION VI. NOTICE

As used in this Agreement, notice includes but is not limited to the communication of notice, request, approval, statement, report, acceptance, consent, waiver and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. All notices must be in writing; provided that

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no writing other than a check or other instrument representing a payment itself is expressly required by the terms hereof. Notice is considered given either (a) on the date when such notice is delivered in person to the recipient named below, or (b) on the date when such notice is deposited in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the person intended as set forth above. Either borrower or Prudential may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of such change shall not be invalidated by the change. If more than one such recipient is named, delivery of notice to any one such recipient is sufficient.

SECTION VII. MISCELLANEOUS

7.1 All Section titles or captions of this Agreement are for convenience only and shall not be deemed to define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

7.2 Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

7.3 Borrower shall execute and deliver all documents, provide all information and take or forebear from all such action as may be reasonably necessary to achieve the purposes of this Agreement.

7.4 Borrower will join with Prudential in executing one or more financing statements, pursuant to the Uniform Commercial Code, in form satisfactory to Prudential and will pay the costs of filing the same or recording this Agreement in all public offices whenever filing or recording is deemed by Prudential to be necessary or desirable.

7.5 Prudential is not required to, but may at its option, pay any tax, assessment, insurance premium, expense or other charge payable by Borrower, and any filing or recording fee; and any amount so paid, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment until repaid, shall be secured by and shall be repayable by

the Ravenscrofts on demand. The rights granted by this paragraph are not a waiver of any other rights of Prudential arising from the breach of any covenants hereof by Borrower.

7.6 Any payment made by Borrower and any sum received by Prudential through the disposition of the Security Property may be applied as Prudential may elect to any Obligations secured by this Agreement, whether matured or not matured.

7.7 This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

7.8 The rights and interests of Borrower under this Agreement shall not be sold, assigned, conveyed or otherwise transferred, except as permitted by the Mortgage, and the duties and obligations of Borrower hereunder shall not be assigned or delegated without the express written consent of Prudential. This Agreement shall be binding upon Borrower and inure to the benefit of Prudential and their respective heirs, executors, administrators, successors, legal representatives and assigns; provided, that this provision shall not be construed as permitting assignment, substitution, delegation or other transfer of rights or obligations except strictly in accordance with the provisions of the other Sections of this Agreement.

7.9 No failure by Prudential to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Prudential may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its Obligations hereunder, or any duty, obligation or covenant of Borrower. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

7.10 The rights and remedies of Prudential hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions.

7.11 In the event that any condition, covenant or other provisions herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such

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condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

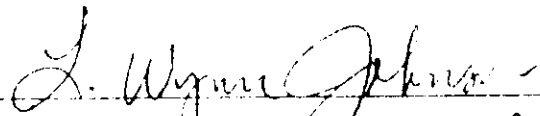
7.12 In the event there is a default under this Agreement and it becomes necessary for Prudential to employ the services of an attorney in connection therewith, either with or without litigation, Borrower shall pay to Prudential a reasonable attorney's fee and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

IN WITNESS WHEREOF, Borrower has executed this Agreement on the date first set forth above.


VERNON F. RAVENSCROFT


HARRIETT B. RAVENSCROFT

BONNEVILLE PACIFIC CORPORATION,
a Utah corporation

By 
Its L. Wynn Johnson - Vice President

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State of Idaho
Department of Water Resources

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ASSIGNMENT OF PERMIT

Vernon F. Ravenscroft

Harriett B. Ravenscroft and

I, Bonneville Pacific Corporation hereby assign to Prudential Leasing Company

of 155 East 3300 South, Salt Lake City, Utah 84115
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 37-7857, 37-7865, 37-7922
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)

Made this 1st day of May, 19 84.

Vernon F. Ravenscroft
Vernon F. Ravenscroft
Harriett B. Ravenscroft
Harriett B. Ravenscroft
Attorney in fact.

BONNEVILLE PACIFIC CORPORATION

State of Utah
County of Salt Lake

By: L. Wynne Johnson
ss.

On this 1st day of May, 19 84, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that ~~he~~ she (they) executed the same.

seal

Jackie Peterson
Notary Public residing at
Centerville, Utah

My commission expires:
September 22, 1987

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

A. Establishment of Residency: (Complete either 1, or 2).

1. Individual Applicant or Individual Members of a Partnership:

I, _____ of _____,
(name) (city)
county of _____, State of Idaho, being duly sworn, do
hereby certify that I am a bona fide resident of the State of Idaho.

2. Corporation:

I, Larry R. Stevens of Salt Lake City,
(name) (city)
County of Salt Lake, State of Utah, being duly sworn, depose
and say: That CT Corporation System is
Prudential Leasing
Company: that it is in charge of the registered
(name of corporation)
office of the said corporation as required by Section 30-1-12, Idaho Code, at
Boise Idaho, wherein are kept the corporate records required
(city)
by Section 30-1-52, Idaho Code: and that Prudential Leasing Company
(name of corporation)

is a corporation qualified to do business in the State of Idaho under the laws of
the State of Idaho.

B. Ownership of Facilities: (To be completed for hydropower projects only)

The hydropower facility to be developed pursuant to the attached Application for
Permit:

- (check one)
- ☐ Will not utilize existing man-made irrigation facilities such as a dam or a
canal.
- ☐ 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.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal
and the owner of the facilities is the signee of this affidavit.

Utah
State of Idaho
County of Salt Lake } ss.

Prudential Leasing Company
By Larry R. Stevens
Applicant President

On this 5th day of June, 19 84, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that he (she) (they) executed the same.

Larry R. Stevens
Notary Public residing at
Salt Lake

seal

My commission expires:

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ASSIGNMENT OF WATER RIGHTS AND PERMITS

This Assignment, made and entered into this 30th day of November, 1982, by and between VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife, hereinafter referred to as "Assignors", and BONNEVILLE PACIFIC CORPORATION, a Utah corporation qualified to do business in the State of Idaho, and VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, as "Assignees,"

W I T N E S S E T H:

WHEREAS, Assignors have obtained approved Permits for the use of water resources in the State of Idaho, Permit Nos. 37-7857, 37-7865 and 37-7922, hereinafter referred to as "Permits," copies of which are attached hereto as Schedule I and by this reference made a part hereof; and

WHEREAS, in connection with that certain Joint Venture Agreement between Assignors and Assignees, of even date herewith and incorporated herein by this reference, Assignors desire hereby to assign to Assignees all of their right, title and interest in and to said Permits for the purpose of holding said Permits for and on behalf of said Joint Venture.

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1777-10-30

1. Assignors hereby assign to Assignees all of their right, title and interest in and to said Permits as contained in Schedule I attached hereto to hold for and on behalf of the said Joint Venture during the entire term of the Joint Venture.

2. Assignees hereby accept the assignment of said Permits as contained in Schedule I attached hereto in accordance with the terms hereof.

3. Assignees agree to allow the rights and interests referred to in said Permits to be used in connection with that certain Joint Venture Agreement, of even date herewith, between Assignors and Assignees.

4. That to induce the Assignees to accept this Assignment and the rights and obligations pursuant thereto, the Assignors hereby represent to the Assignees as follows:

(a) That the Assignors have duly performed all of the conditions presently required under said Permits;

(b) That said Permits are in full force and effect;

(c) That upon approval by the Department of Water Resources, State of Idaho, said Permits are assignable; and

(d) That Assignors agree to defend, indemnify and hold Assignees harmless from and against any loss, cost, expense, cause of action, claim or fee, including reasonable attorneys fees, which may be incurred by Assignees in connection with this Assignment provided any such loss or fee is not the result of and breach or negligence on the part of Assignees.

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5. That in consideration of the Assignors' executing and delivering this Assignment, the Assignees covenant with the Assignors as follows:

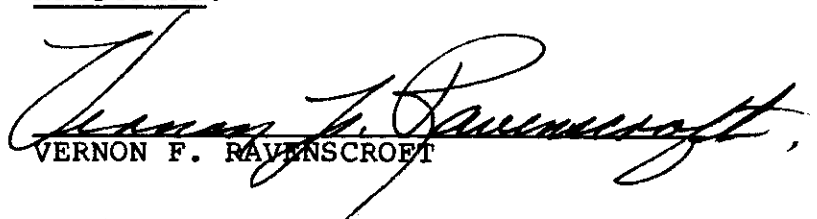
(a) That the Assignees will duly keep, observe and perform all of the terms, conditions and provisions of said Permits that are to be kept, observed and performed by the Assignors;

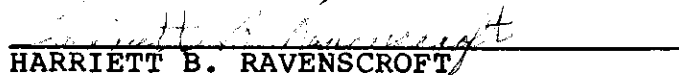
(b) That Assignees will not further assign the rights or Permits conveyed hereunder without the prior written consent of Assignors and the prior written consent of the Director or Administrator of the Department of Water Resources, State of Idaho; and

(c) That at the end of the Joint Venture Term as defined in the Joint Venture Agreement, Assignees will assign the Permits to Assignors and this Agreement shall thereafter be null and void.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first above written.

ASSIGNORS:


VERNON F. RAVENSCROFT


HARRIETT B. RAVENSCROFT

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ASSIGNEES:

BONNEVILLE PACIFIC CORPORATION

By L. Wynn Johnson
Its Vice President

Vernon F. Ravenscroft
VERNON F. RAVENSCROFT

Harriett B. Ravenscroft
HARRIETT B. RAVENSCROFT

MICROFILMED

STATE OF IDAHO

APPROVED

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use.

Comes now Vernon Ravenscroft Phone _____
of (address) P.O. Box 893 Boise, ID 83701 , and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho
No. 37-7922 , and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW ¼ SW ¼, Section 28 , Township 6S , Range 14E , B.M.,
County of Gooding . Other points of diversion: _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)
NO CHANGE
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
6S	14E	29										X	X						

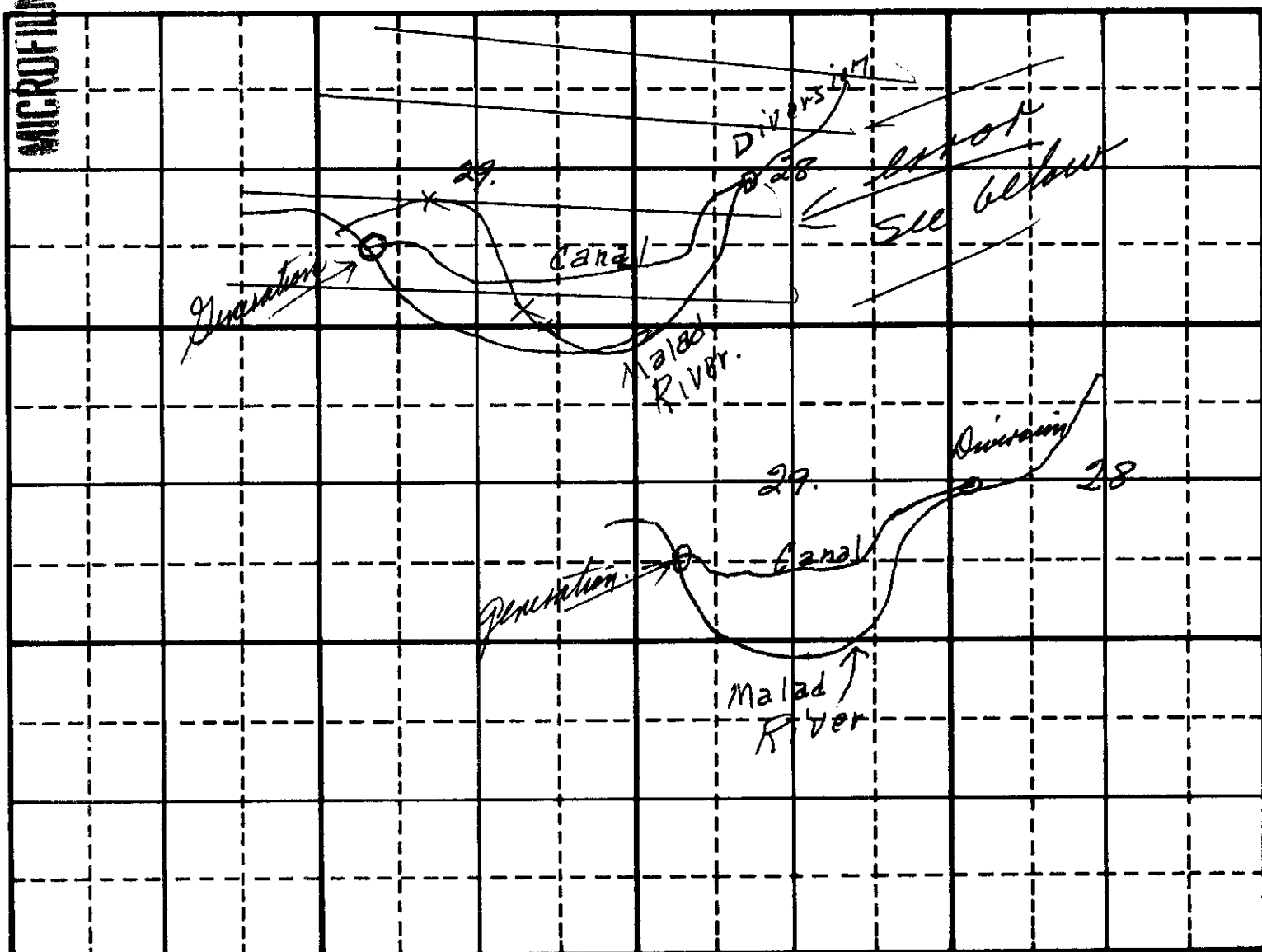
Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? Dean Shaeffer
b. Who owns the land to be irrigated or the place of use? Ben Slater
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the
applicant to make this filing: Applicant has leases on both P/D & P/U.

RECORDED

Complete the following map by showing land and point of diversion as proposed by this amendment.

show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Boise Idaho, this 19th day of November, 1982
Thomas J. Ravenscroft.
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by DET Fee = \$20.00 # 25280 Receipted by 19 Date 11-19-82
Publication prepared by _____ Date _____ Published in _____
Publication dates NOT REQ'D PER CONV w/ REG SUPV DET 11-19-82

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, L. Glen Saxton, of the Department of Water Resources hereby

APPROVE THE ABOVE APPLICATION FOR AMENDMENT FOR PERMIT NO. 37-7922.

Witness my hand this 22nd day of Nov., 1982
L. Glen Saxton

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED
JUL 9 1981

To appropriate the public waters of the State of Idaho

Department of Water Resources

1. Name of applicant Vernon F. Ravenscroft Phone 345-2670

Post office address (Business Address) P.O. Box 893, Boise, ID 83701
and wastewater tributary of Malad River JJ 3/17/82

2. Source of water supply Malad River which is a tributary of Snake River

3. Location of point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29 Township 6-S

Range 14E B.M. Gooding County, additional points of diversion if any: _____

Waste water drain North Side Canal Co. in SE $\frac{1}{4}$ - NE $\frac{1}{4}$ Section 32
Township 6-S, Range 14E

4. Water will be used for the following purposes:

Amount 50 cfs for Electric generation purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 50 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works: Natural channel to be cleaned to take the flow from present river.

a. Description of ditches, flumes, pumps, headgates, etc. This is a supplemental filing to
complete the feasible development initiated in two earlier
filing #37-7857 and #37-7865 the diversion will be identical to
that described in those filing.

b. Height of storage dam none feet, active reservoir capacity _____
acre-feet; total reservoir capacity none acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is no inches; proposed depth of well is _____ feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 3 years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 29 Township 6S
Range 14E B.M.

(2) Amount of power to be generated: 150 KW horsepower under 43 feet of head.
(Total combined installed capacity - 600 KW.)

(3) List number of each kind of livestock to be watered _____
no

(4) Name of municipality to be served no, or number of families to be
supplied with domestic water _____.

(5) If water is to be used for other purposes describe: no

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

Not irrigation

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. Two earlier
filings described in #6A previous.

9. a. Who owns the property at the point of diversion Mr. Dean Shaffer

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing I have negotiated an option for a
permanent easement for right-of-way at point of diversion.

10. Remarks Check for \$ 725⁰⁰ attached

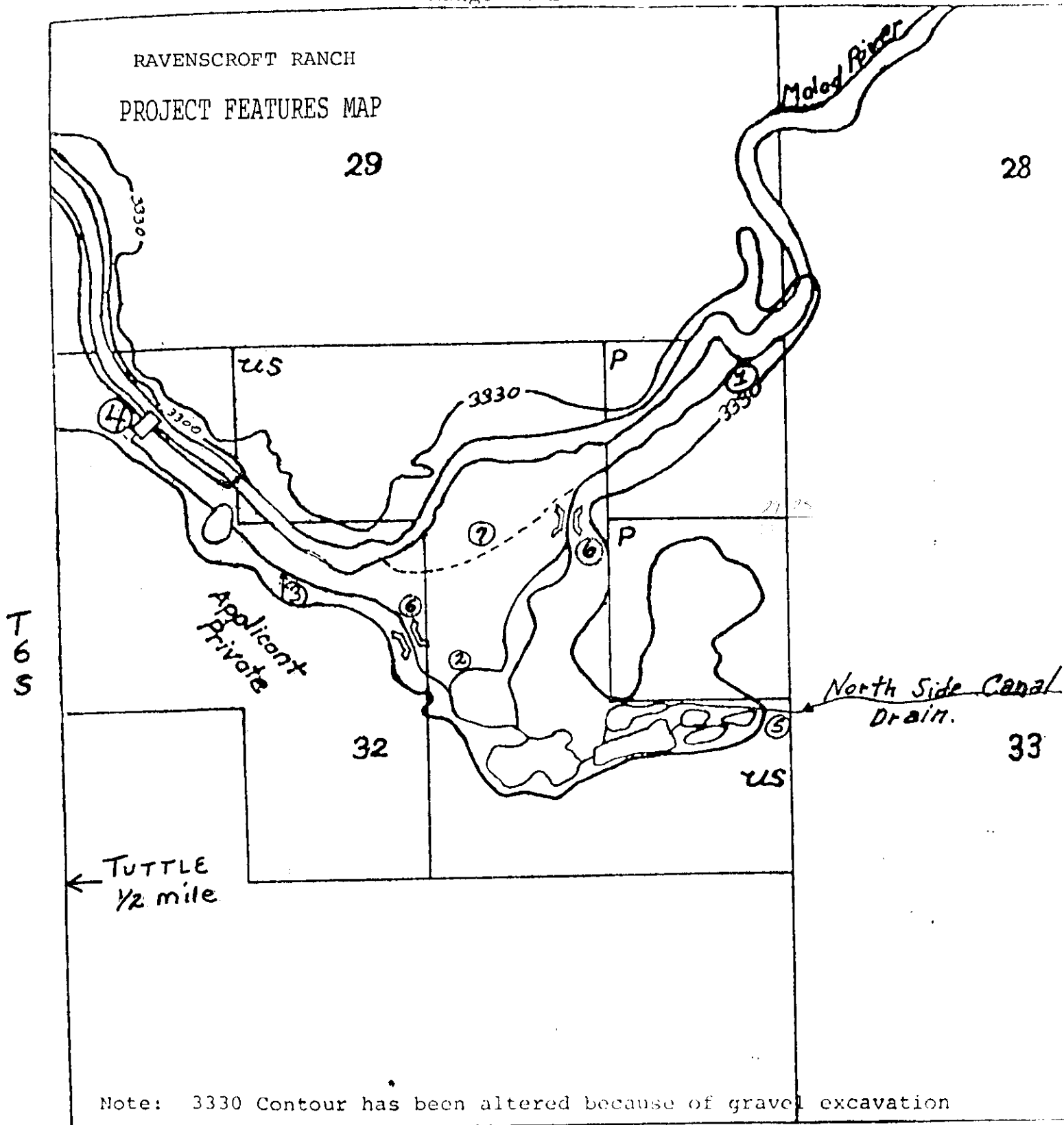
20 C.F.S. --- \$ 425.00

30 extra C.F.S. -- 300.00

\$ 725.00

11-2-2011

Range 14 E



1. Point of diversion - approximately 333~~3~~'.
2. Settling pond, approximately 10 acres - 1 to 15 feet deep - enlarged by dykes to hold maximum elevation.
3. Canal to power site.
4. Power drop - turbine level approximately 32~~88~~' elevation.
5. North Side Canal drain through old gravel pits to be improved and sealed to gain flow and improve wildlife habitat.
6. Culverts under county road
7. Natural drain to river.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Vernon J. Savinacraft.
(Applicant)

Proposed Priority 7/10/1981

Received by marpa Date 7/10/81 Time 3:00 pm
Preliminary check by LH Fee \$ 1.25⁰⁰
Receipted by marpa Date 7/14/81 # 18692
Publication prepared by marpa Date 7/20/81
Published in gooding county leader
Publication dates 7/29 & 8/5/81
Publication approved marpa Date 8/3/81
Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by ADM JK

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 37-7922, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 85.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.

Use of water under this permit is subject to control by the watermaster of State Water District No. 37, Big Wood River.

This permit is subject to the provisions of Sections 42-205 through 42-210, Idaho Code, restricting the sale, transfer, assignment, or mortgage of this permit. Failure to comply with these provisions is cause for immediate cancellation of this permit.

This project shall be operated in a manner that will not conflict or interfere with the future diversion of water for irrigation or other beneficial consumption.

This permit does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

The issuance of this permit in no way grants any right-of-way or easement across the land of another.

The proposed rock blasting in the stream should be conducted during low flow periods when the flow of the river does not exceed 50 cfs.

Witness my hand this 9th day of August, 1982.

J. Glen Saxton
Chief, Operations Bureau



Consulting Associates, Incorporated

BOISE OFFICE
VERNON RAVENSCROFT
HELEN CHENOWETH

PHONE (208) 345-2670
P.O. BOX 893
BOISE, IDAHO 83701

July 22, 1981

Mr. Loren O. Holmes
Southern Region Supervisor
Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

Dear Mr. Holmes,

Please find enclosed an affidavit of residence as per your request in a letter dated July 20, 1981.

Best Regards,

Vernon F. Ravenscroft

VFR:tm

Enc.

MICROFILMED

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

RECEIVED
JUL 17 1981
Department of Water Resources
Southern District Office

A. Establishment of Residency: (Complete either 1, or 2).

1. Individual Applicant or Individual Members of a Partnership:

I, Leon J. Ravenscroft of Tuttle Butte, Blaine, Ida.
(name) (city)

county of Gooding, State of Idaho, being duly sworn, do
hereby certify that I am a bona fide resident of the State of Idaho.

2. Corporation:

I, _____ of _____,
(name) (city)

County of _____, State of Idaho, being duly sworn, depose
and say: That I am the designated registered agent of the _____

_____ : that as such I am in charge of the registered
(name of corporation)

office of the said corporation as required by Section 30-1-12, Idaho Code, at

_____ Idaho, wherein are kept the corporate records required
(city)

by Section 30-1-52, Idaho Code: and that _____
(name of corporation)

is a corporation qualified to do business in the State of Idaho under the laws of
the State of Idaho.

B. Ownership of Facilities: (To be completed for hydropower projects only)

The hydropower facility to be developed pursuant to the attached Application for
Permit:

(check one)

- ☒ Will not utilize existing man-made irrigation facilities such as a dam or a canal.
- ☐ 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.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal and the owner of the facilities is the signee of this affidavit.

State of Idaho _____)
County of Ada) ss.

Leon J. Ravenscroft
Applicant

On this 22nd day of July, 19 81, personally
appeared before me the signer of the above instrument, who duly acknowledged
to me that he (~~she~~) (~~they~~) executed the same.

Nancy J. Beriales
Notary Public residing at Eagle, Idaho

seal

commission expires:

Perpetual

AFFIDAVIT of PUBLICATION

State of Idaho,

SS.

County of Gooding

Barry Frank, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 29 day of July

19 81, and the date of the last publication was on the 5

day of August, 19 81.

Subscribed and sworn to before me this 5

day of August, 19 81.
(SEAL)

Cindy Davis
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 28

Number of Insertions 2

Lines tabular at .42

Lines straight at 28 .32 8.96

Subsequent lines at 28 .21 5.88

TOTAL COST 14.84

COPY OF NOTICE

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

37-7922

RAVENSCROFT, VERNON F.

P. O. BOX 893, BOISE, ID 83701

Source: MALAD RIVER tributary to SNAKE RIVER WASTE WATER tributary to MALAD RIVER

Date Filed: 07/10/1981

Amount: 50.00 CFS

Diversion Point: SESE Sec 29 T 06S R 14E SENE Sec 32 T 06S R 14E, GOODING Co.

Use: POWER (50.00 CFS) from 01/01 to 12/31

Place of Use: SWSW Sec 29 T 06S R 14E

Diversion Means: DITCHES & TURBINES

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight 21c

7 pt. per line, tabular 315c

7 pt. per line, successive insertions 15c

Nº 2351

36910

**STARTING
RIGHT
SIDE OF
FILE**

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

NOTICE OF AMENDMENT OF EXEMPTION

(January 30, 1998)

Take notice that the following hydroelectric application has been filed with the Commission and is available for public inspection:

- a. Type of Application: Amendment of Exemption
- b. Project No.: 4055-024
- c. Date Filed: October 7, 1996, March 3, 1997, and December 29, 1997
- d. Applicant: Vernon F. Ravenscroft
- e. Name of Project: Ravenscroft Ranch Project
- f. Location: On the Malad River in Gooding County, Idaho.
- g. Filed Pursuant to: Federal Power Act, 16 U.S.C. §791(a)-825(r)
- h. Applicant Contact: Mr. Vernon Ravenscroft
HC60, Box 1469
Bliss, ID 83314
(208) 837-4936
- i. FERC Contact: Paul Shannon, (202) 219-2866
- j. Comment Date: MARCH 16, 1998
- k. Description of Filing: Vernon F. Ravenscroft filed an application for amendment of exemption to increase the height of the project's penstock intake structure by two feet to help prevent ice build-up near the intake. The exemptee also proposes to increase the height of the project's spillway by six inches to increase the operating water surface level in the project's canal and stabilize river bypass flows during low flows. The exemptee states the increased spillway height will not affect high water levels at the upstream diversion dam. The higher water levels in the canal will affect lands owned or leased by the exemptee and lands on a right-of-way obtained from the U.S. Bureau of Land Management.

DC-A-30

Project No. 4055-024

- 2 -

1. This notice also consists of the following standard paragraphs: B, C1, and D2.

B. Comments, Protests, or Motions to Intervene -- Anyone may submit comments, a protest, or a motion to intervene in accordance with the requirements of Rules of Practice and Procedure, 18 CFR 385.210, .211, .214. In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but only those who file a motion to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, or motions to intervene must be received on or before the specified comment date for the particular application.

C1. Filing and Service of Responsive Documents -- Any filings must bear in all capital letters the title "COMMENTS", "RECOMMENDATIONS FOR TERMS AND CONDITIONS", "PROTEST", OR "MOTION TO INTERVENE", as applicable, and the Project Number of the particular application to which the filing refers. Any of the above-named documents must be filed by providing the original and the number of copies provided by the Commission's regulations to: The Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426. A copy of any motion to intervene must also be served upon each representative of the Applicant specified in the particular application.

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

Linwood A. Watson, Jr.
Acting Secretary

RECEIVED
FEB 06 1998

Department of Water Resources

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE. \$300



U.S. OFFICIAL MAIL

PENALTY
FOR
PRIVATE
USE \$300

0.32

PB METER
7250412

U.S. POSTAGE

P-4055 101465
LOREN HOLMES DISTRICT MGR
IDAHO DEPARTMENT OF WATER RESOURCES
1301 NORTH ORCHARD ST. (ZIP 83706-2237)
POST OFFICE BOX 83720-0098
BOISE, ID 83720-0098

83720-0098



37-7857-7955
78287
7865

FEDERAL ENERGY REGULATORY COMMISSION

WASHINGTON, D. C. 20426

Project No. 4055-020--Idaho
Ravenscroft Ranch Project
Vernon F. Ravenscroft

DEC 20 1994

Tim Luce *TL*

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED

DEC 27 1994

Department of Water Resources

Mr. Vernon F. Ravenscroft
Consulting Associates, Inc.
1843 Broadway, Suite 102
Boise, ID 83706

Dear Mr. Ravenscroft:

We received your report, dated November 15, 1994, and your supplement to that report, dated November 22, 1994. Your November 15 report provided your proposal for making modifications to the project in order to correct the project's minimum flow and operational compliance problems. The report requested approval of the proposed actions and also requested that you be allowed to start generation. The November 22 supplement transmitted your consultant's recommendations to you on the needed changes at the project.

Request to Restart Operation

The project is currently not generating because the Commission's letter of October 13, 1994 required you, pursuant to the September 2, 1994 Compliance Order, to cease project operation by October 19, 1994. The order indicated that you are not to resume project operation until you provide the Commission with evidence that changes have been implemented at the project that ensure that it can be operated in compliance with article 2, and the evidence has been approved by the Commission.

We currently cannot approve project operation because the information you have filed does not indicate that the project can, at this time, be operated in compliance with article 2.

Status of Exemptee's Efforts

Your November 15 report indicated that you plan to install a weir immediately below the diversion, with instrumentation that will allow the powerhouse to generate only while minimum flows are being passed. Your consultant's recommendations expanded on the plan you described in your November 15 report. He described the use of a comfortable safety margin in the bypass flow that would control the powerhouse. He also indicated a failure of the bypass level recording system would cause the powerhouse to shut down, as an additional measure of protection for bypass flows.

However, your consultant noted that the water level at the powerhouse does not effectively control the bypass flow. Similarly, we noted in our letter of October 13, 1994 that you should consider automation of the diversion structure in order to prevent the diversion of water to the powerhouse when there is not sufficient inflow to satisfy both the minimum flow requirement and generation demand.

The measures included in your report dated November 15, 1994 may not protect flows in the bypass reach when decreases in inflow approach the required flow. Water may continue to flow into the power canal after the powerhouse is turned off. In addition, it is unclear whether, at certain times, the powerhouse bypass valve will affect minimum flow maintenance in the bypass reach.

Requested Actions

After reviewing your November 15 report and your consultant's November 22 supplement, we conclude that you need to file a more detailed operation plan which includes the following elements.

1. The weir and gage you described in your November 15 report will need to record the flow in the bypass reach and the status of generation at the powerhouse. The powerhouse must be controlled by the gage's reading so that the powerhouse is shut off if the flow decreases to a predetermined level greater than that corresponding to the minimum flow. The powerhouse bypass valve must operate in a manner that precludes endangerment of downstream water rights.
2. The installation of an automated bypass control system that ensures minimum flow, or inflow, release to the bypass reach under foreseeable conditions. Foreseeable conditions include, for example, fluctuation of inflow and clogging of the existing bypass tubes with debris or icing.
3. A provision whereby, after the project has automatically shut off due to low flows, it can only be manually restarted from the project site.
4. Provisions describing operating scenarios illustrating how the project will respond to fluctuating inflows while maintaining minimum flows, and how the installed equipment will release all inflow to the bypass reach should inflow drop below the minimum flows that you are required to release.
5. A provision indicating that the planned alterations will not endanger compliance with the other terms and conditions of article 2. For example, agreements regarding water storage, side

channel flow, and maintenance of riparian vegetation must be observed.

6. A plan and schedule for regular inspection and maintenance for flow gaging, flow recording, and flow maintenance equipment.

Any of these elements may be waived by the Commission if sufficient evidence is offered in the plan that indicates that the element is unnecessary.

It may be possible to receive Commission approval to resume generation before the changes identified in an approved operation plan are completed. Given the current facility arrangement, the only operational modification that would ensure that the minimum bypass flows are maintained would be to increase the flow released to the bypass reach. This margin must be large enough to ensure the continuous release of the required minimum flows. These interim flows, or inflow to the project, will need to be released until the changes approved in the operation plan are complete and documented with the Commission. If you chose this interim option, you must file a proposal that clearly identifies the quantity of additional flows you propose, as well as calculations sufficient to indicate that the proposed flow would, given varying inflow and operational constraints, ensure that the minimum is continuously maintained.

We request that you file monthly status reports with the Commission so that we may follow your progress in designing and implementing changes that will ensure project compliance. The first report is due February 1, 1995, and subsequent reports will be due on the first day of the months that follow.

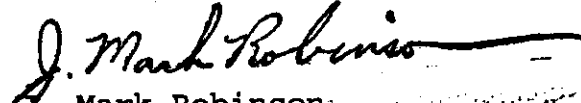
Please note that, in addition to approval of the revised operation plan, you may also need approval from the appropriate state and federal agencies before undertaking any construction. Any construction should also be coordinated through the Commission's Portland Regional Office.

Additional filings made with the Commission should include one original and eight copies, and should be filed with:

The Secretary
Federal Energy Regulatory Commission
Mail Code: DPCA, HL-21.1
825 N. Capitol Street, N.E.
Washington, D.C. 20426

If you have any questions, contact Pete Yarrington at (202) 219-2939. If you request, we will schedule a meeting in Washington, D.C. with you or your representative.

Sincerely,

A handwritten signature in dark ink, reading "J. Mark Robinson", with a long horizontal flourish extending to the right.

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

cc: Jerry M. Conley, Director
Idaho Department of Fish and Game
600 S. Walnut
Boise, ID 83707-0025

Mr. Norman C. Young
Idaho Department of Water Resources
1301 N. Orchard Street
Statehouse Mail
Boise, ID 83720-9000

U.S. Department of Interior
Bureau of Land Management
P.O. Box 2B
Shoshone, ID 83352

MEMORANDUM

TO: FILE 37-7857, -7865, -7922, -8287

FROM: DOUGLAS JONES

DATE: 27-Feb-1992

RE: MULTI-AGENCY FIELD REVIEW OF PROJECT

ON 2-24-92 I VISITED THE "RIVER RANCH" POWER PROJECT INVOLVING THE ABOVE REFERENCED WATER RIGHT PERMITS AND PROTESTED APP 37-8287. ACCOMPANYING ME WERE BRIAN RAVENSCROFT; MIKE MCMASTERS, GREG MISBACH, TIM LITKE (DEQ); LEE PETERSON (WM-37); DICK ONEIDA (BWCC); BRIAN MILLER (SCS); AND COUNTY COMMISSIONER TUPPER. ABSENT WERE FISH & GAME AND BLM REPRESENTATIVES.

PARTICIPANTS MET AT TUPPER, A CROSSROADS EAST OF THE INTERSTATE, WHERE WE WERE BRIEFED ON RAVENSCROFT'S PLANS. IN SUMMARY, RAVENSCROFT WANTS TO INCREASE THE HEIGHT OF THE ENTIRE SYSTEM BY ABOUT 1 FOOT, PLUS ADD TWO OR THREE 5-10 ACRE BY 1-15 FOOT DEEP PONDS TO THE CANAL SYSTEM. REASONS FOR THE PLAN, AS STATED BY RAVENSCROFT, INCLUDE IMPROVED SEDIMENT SETTLING, IMPROVED WATER FLOW MANAGEMENT, AND IMPROVED WILDLIFE AND FISHERY OPPORTUNITIES. RAVENSCROFT HAS SAID THAT THERE IS A LARGE AMOUNT OF SILT THAT SETTLES OUT IN THE POND(S). A LARGE WATER FOWL POPULATION WAS OBSERVED TO BE USING THE SYSTEM AND A NEW WARM WATER FISHERY HAS DEVELOPED. WATER MANAGEMENT WILL BE IMPROVED BY ENLARGEMENT OF STORAGE BECAUSE FLOWS PRESENTLY FLUCTUATE SEASONALLY AND DAILY LEADING TO GENERATOR SHUTOFF.

NUMEROUS COMPLAINTS TO THE WATERMASTER AND CANAL COMPANY FROM DOWNSTREAM USERS ASSERT THAT OPERATION OF THE POWER PLANT CAUSES EXTREME FLOW FLUCTUATIONS. APPARENTLY, WHEN THE GENERATORS GO OFF-LINE THE MILE LONG POND/CANAL SYSTEM HAS TO BACKFILL BEFORE SPILLING. USERS ALSO COMPLAIN THAT SEEPAGE LOSSES IN THE CANAL SYSTEM ARE LARGE AND INJURE SENIOR RIGHTS.

RESEARCH OF THE WATER RIGHTS INDICATES THAT 37-7857, FILED ON 9-25-80, DID NOT MENTION PONDS. RIGHT 37-7865, FILED 11-4-80, DID NOT MENTION PONDING EITHER. RIGHT 37-7922, FILED 7-10-81, INDICATED A 10 ACRE BY 15' MAX DEPTH SETTLING POND, THE DIVERSION WAS NOT TO BE A DAM IN THE RIVER. ON 11-19-1982 AMENDMENTS WERE FILED TO MOVE THE CANAL AND POWER FACILITIES TO THE NORTH SIDE OF THE MALAD RIVER. THE AMENDMENT DID NOT INDICATE A RIVER DAM, PONDING OR STORAGE. TOTAL GENERATING CAPACITY WAS SAID IN 37-7922 TO BE 600 KW. PROOF OF BENEFICIAL USE WAS FILED TIMELY, BUT EXAMINATION FEE INFORMATION SHEETS WERE NOT. ULTIMATELY INFORMATION WAS FILED AND AN INDEPENDENT CERTIFIED EXAMINER, CECIL THOMAS, DID AN EXAM (6-86). PRIORITY DATES

PAGE 2
2-27 MEMO
37-7857,-7865,-7922

FOR THE FILINGS WERE ADVANCED ACCORDINGLY. APPLICATION 37-8287 PROPOSES A ROCK FILL DAM ACROSS THE MALAD AND A GENERATING CAPACITY OF 1060 KW. APPLICATION 37-8287 HAS BEEN PROTESTED AND INITIAL ATTEMPTS TO BRING IT TO HEARING HAVE FAILED.

DURING THE FIELD TOUR I OBSERVED SEVERAL IRREGULARITIES AND DEVIATIONS FROM THE CONDITIONED PERMITS. RAVENSCROFT HAS INSTALLED ALL BUT THE TURBINE AND GENERATOR ON A NEW FOURTH GENERATION SYSTEM - WHICH APPARENTLY IS NOT COVERED BY IDWR PERMIT, BUT POSSIBLY APP. 37-08287. RAVENSCROFT DID NOT SAY WHETHER HE INTENDED TO RUN ALL THE GENERATORS AT ONCE OR NOT. THERE WERE STATEMENTS MADE DURING THE TRIP THAT THEY HAVE A "LICENSE" TO DO IT - PRESUMABLY A F.E.R.C. LICENSE. AT THE HEADGATE THERE IS A VERY LARGE POND FORMED BY DAMMING THE MALAD RIVER WITH A ROCK OVERFLOW DAM. THIS POND MAY BE 20+ ACRES, BASED ON NAPP AIRPHOTO COVERAGE FROM 1988, AND INUNDATES A SAND AND GRAVEL DEPOSIT. THE "HEADGATE" IS A RADIAL GATE STRUCTURE, FULLY SUBMERGED, AND WITHOUT ADEQUATE MEASURING CAPABILITY. THIS IS IN VIOLATION OF A CONDITION OF APPROVAL ON THE PERMIT. BASED ON THE STATEMENTS OF PETERSON AND ONEIDA THERE APPEARS TO HAVE BEEN INTERFERENCE IN THE DELIVERY OF SENIOR RIGHTS DUE TO THE WAY THE SYSTEM WAS BUILT AND IS OPERATED. INTERFERENCE WAS NOT OBSERVED DURING THE REVIEW BECAUSE THERE WERE NO IRRIGATION DELIVERIES BEING MADE. INTERFERENCE WITH THE DELIVERY OF WATER TO IRRIGATION OR OTHER BENEFICIAL USES IS A VIOLATION OF PERMIT CONDITIONS.

AN OVERFLOW SPILLWAY AT THE FOREBAY WAS OBSERVED TO BE IN POOR CONDITION. THE CONCRETE WALL IS SERIOUSLY TIPPED AND CRACKED. A DAM APPURTENANCE IN THIS CONDITION WOULD NECESSITATE AN IMMEDIATE ORDER FROM THE DAM SAFETY SECTION TO REPAIR IT. THERE IS A HIGH PROBABILITY THAT THE SPILLWAY WALL WILL FAIL, AT LEAST PARTIALLY, AND THAT SEDIMENT AND OTHER DEBRIS WILL BE WASHED INTO THE MALAD RIVER. I TOLD BRIAN RAVENSCROFT THAT THE WALL NEEDS REPAIR AND HE SAID THEY WEREN'T PLANNING TO DO IT ANY TIME SOON. BRIAN SAID THAT THEY PLAN TO ALTER THE FOREBAY IN A FEW YEARS AND ENLARGE IT SIGNIFICANTLY, THEY WOULD DO SOMETHING WITH THE WALL THEN. IN MY OPINION THAT IS TOO LONG TO LEAVE THE WALL IN THAT CONDITION.

ON 2-27-92 I SPOKE WITH BRIAN RAVENSCROFT ABOUT THE WATER RIGHT RESEARCH AND INFORMED HIM THAT THE THREE PERMITS WERE APPROVED FOR UP TO 200 CFS, THAT EXAMINATIONS WERE DONE ON THEM AND THAT ADDITIONAL GENERATING CAPACITY IS NOT AUTHORIZED. BRIAN TOLD ME THAT THE SOUTH GENERATOR HAS A FIXED RATE CAPACITY (FRC) TURBINE OF 35 CFS, THE MIDDLE GENERATOR HAS A VARIABLE RATE CAPACITY (VRC) TURBINE OF 80-140 CFS, AND THE NORTH GENERATOR HAS A FRC TURBINE OF 63 CFS. AS STATED ABOVE, A NEW PENSTOCK AND GENERATOR HOUSING HAS BEEN INSTALLED AND IT IS INTENDED THAT THE VRC TURBINE BE INSTALLED THERE WITH A NEW GENERATOR. A NEW FRC 110 CFS TURBINE IS TO BE INSTALLED IN THE MIDDLE HOUSING WITH THE OLD GENERATOR AFFIXED.

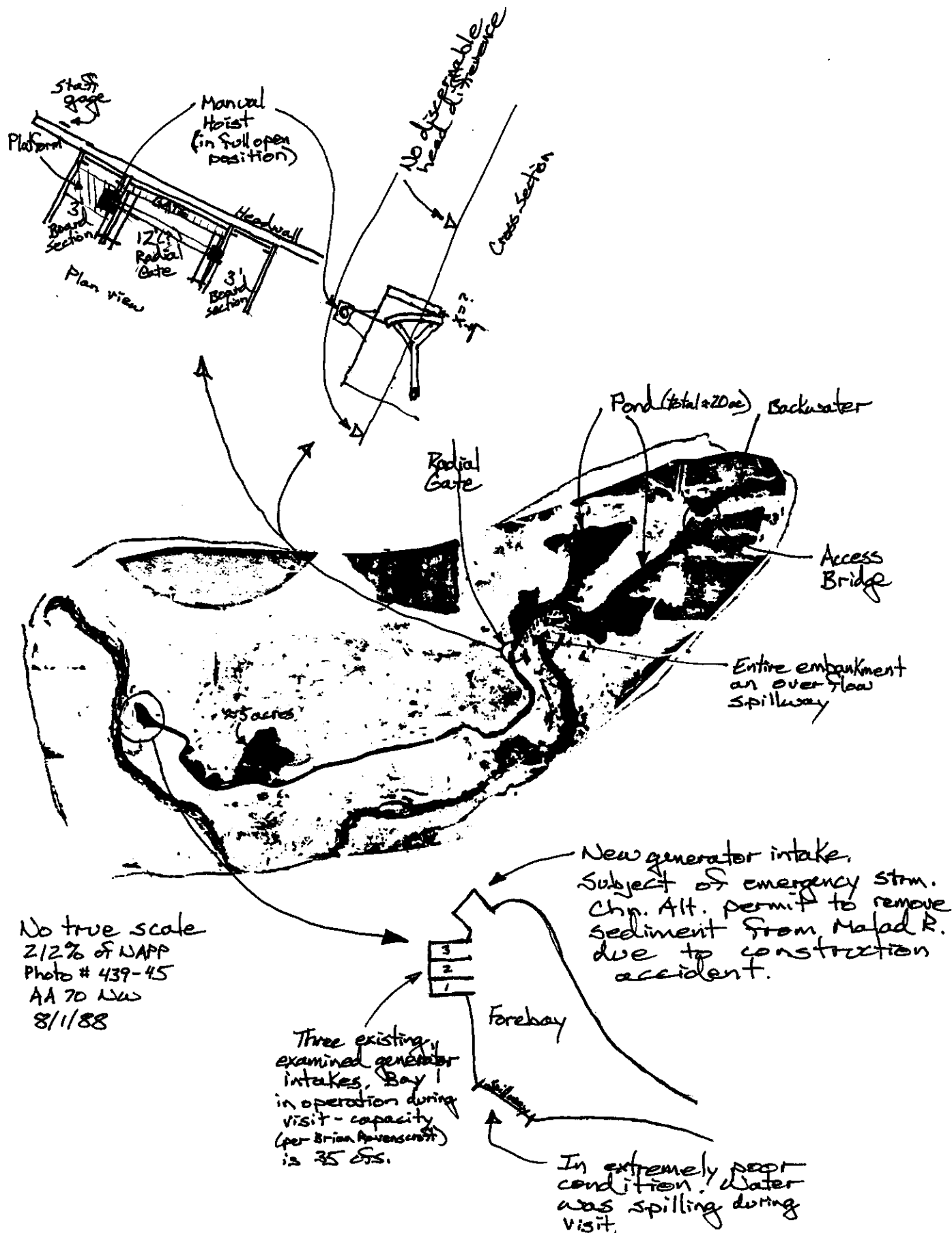
PAGE 3
2-27 MEMO
37-7857,-7865,-7922

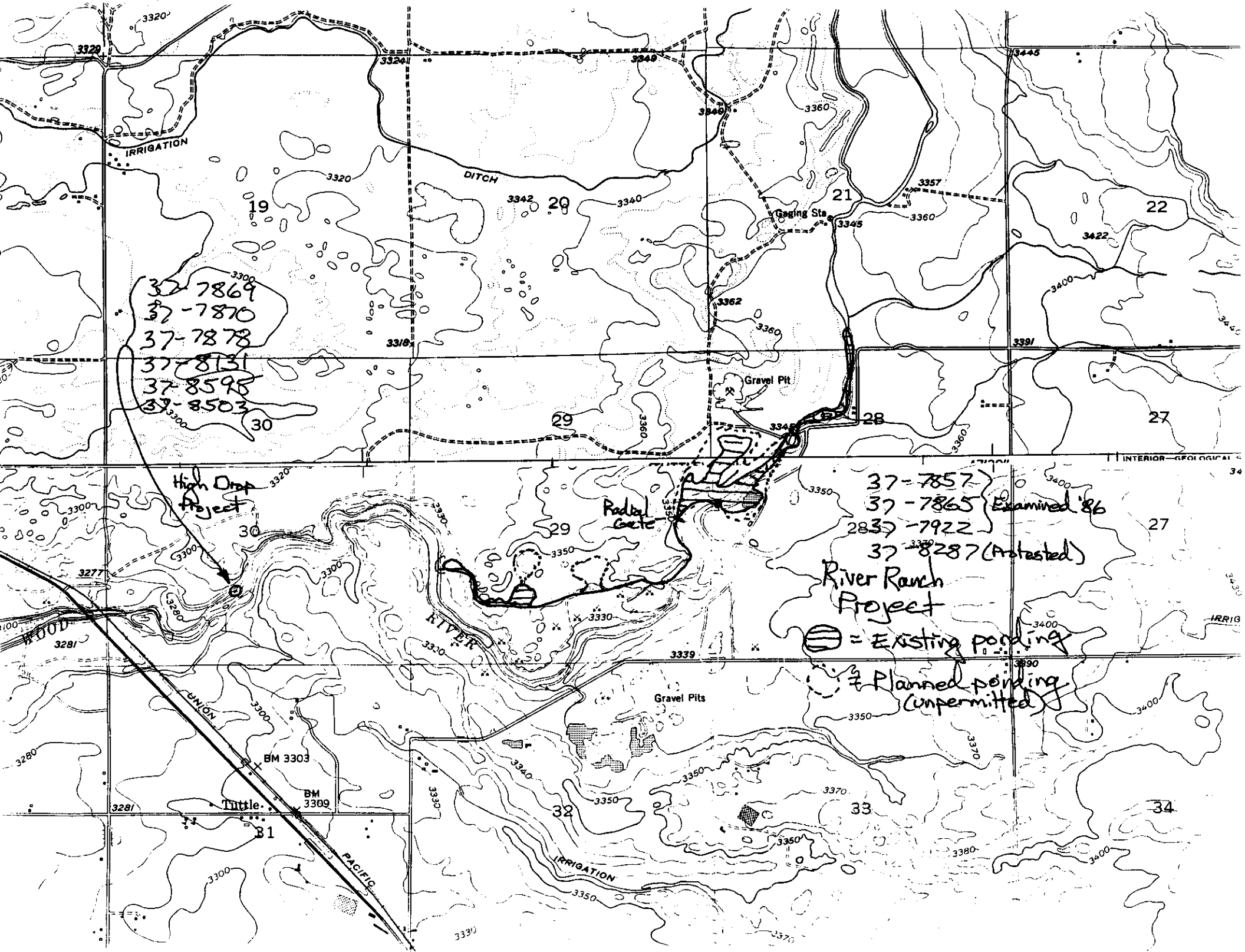
DURING THE FIELD VISIT RAVENSCROFT SAID THAT HE WANTS TO REGULATE THE DIVERSION RATES AT THE TURBINES WITH A MALAD RIVER MEASUREMENT JUST ABOVE THE TAILRACE TO ESTABLISH BYPASS COMPLIANCE. RAVENSCROFT'S PROPOSAL IS LUDICROUS BECAUSE SEEPAGE LOSSES THROUGH THE CANAL AND PONDS IS NOT MEASURED AND IS PROBABLY VERY SIGNIFICANT THROUGH GRAVEL AND SAND DEPOSITS, AS WELL AS THROUGH FRACTURED BASALT FLOWS AND BLOW-OUTS, AND IS LOST FROM THE RIVER.

IN MY OPINION, IDWR SHOULD STRIVE TO ACHIEVE THE FOLLOWING GOALS:

- 1) CAUSE CHANGES AT THE UPSTREAM END TO DECREASE THE POND SIZE TO MINIMIZE SEEPAGE LOSS NOT ACCOUNTED AGAINST PERMITTED DIVERSION RATE.
- 2) CHANGE THE HEADGATE STRUCTURE OR TAKE OTHER STEPS TO DEVELOP A PROPER MEASURING DEVICE AT THE DIVERSION, E.G. A RATED CANAL SECTION WITH A GAGING STATION DOWNSTREAM OF THE RADIAL GATE.
- 3) NOT TO ALLOW INSTALLATION OF A FOURTH GENERATING UNIT WITHOUT WATER RIGHT RESOLUTION.
- 4) REPAIR THE EXISTING SPILLWAY AT THE FOREBAY.
- 5) PROVIDE CAPABILITY TO PREVENT FLOW FLUCTUATIONS IN THE EVENT OF GENERATOR SHUTDOWN, E.G. HAVE MIDDLE GENERATOR BAY OF ORIGINAL INTAKE PASS WATER AUTOMATICALLY WHEN INTERRUPTIONS OCCUR.
- 6) FORBID DEVELOPMENT OF ADDITIONAL POND(S) OR RAISING THE ROCK DAM ELEVATION.

A LETTER NEEDS TO BE WRITTEN TO VERN RAVENSCROFT AS SOON AS POSSIBLE TO PREVENT ADDITIONAL DEVELOPMENT AND CHANGES TO THE SYSTEM. LICENSING MUST NOT HAPPEN UNTIL THE CONDITIONS OF APPROVAL ON THE PERMITS ARE MET. THE WATERMASTER HAS REQUESTED, AT LEAST VERBALLY, DIRECTION ON HOW TO MANAGE THE DELIVERY OF THIS RIGHT IN LIGHT OF ABSENCE OF MEASURING DEVICES, ETC.





32-7869
37-7870
37-7878
37-8131
37-8598
37-8503

High Drop
Project

Radial
Gate

River Ranch
Project

⊖ = Existing ponding
⊕ = Planned ponding
(unpermitted)

37-7857
37-7865 Examined '86
2837-7922
37-8287 (Arrested)



Consulting Associates, Incorporated

BOISE OFFICE -
VERNON RAVENSCROFT
HELEN CHENOWETH

PHONE (208) 345-2670
1843 BROADWAY, SUITE 102
BOISE, IDAHO 83706

September 18, 1991

RECEIVED
SEP 20 1991

J. Mark Robinson, Director
Division of Project Compliance & Administration
FEDERAL ENERGY REGULATORY COMMISSION
Mail Code DPCA, HL-21.1
825 N. Capital Street, N.E.
Washington, D.C. 20426

Department of Water Resources

Reference: Project 4055
Your letter received July 23, 1991 concerning By-pass
and inflow gaging system. Design and administrative
problems attendant thereto.

Dear Mr. Robinson:

This letter will provide additional material in compliance
with the above referenced correspondence from your office.

I have previously provided to you and to the germane agencies
a recalibration of the mid-reach gaging station. That corrected
calibration indicated changes which clarified the flows in the
range of 80 C.F.S. and greatly reduced the discrepancies which were
known to exist in the original tables.

There is an official U.S.G.S. gaging station (#13152500)
approximately one (1) mile upstream above the project 4055
diversion point. That station is situated on a very stable section
of the river. The station is recalibrated on a routine schedule.
The instant flow values can be determined by anyone who has
possession of the conversion table. Spot readings are available
daily from the local ditch rider and the mean average daily values
are available monthly and published annually by the Idaho State
U.S.G.S. office. There is no intervening diversion between this
gage and the project 4055 diversion. There are three minor
irrigation waste water inflows between the gage and the project
4055 diversion. These inflows (in combination) vary from zero to
approximately 6 C.F.S. For project 4055 scheduling purposes, I
have instructed the project operators to use the recorded inflow at
the gage and to disregard any minor inflow from irrigation waste
water sources. I respectfully petition that this gage, this
policy, and this procedure be accepted by all germane agencies.
The daily mean flow summary (April, May and June to the 19th) for
the current year (1991) is attached as Exhibit I to this letter.

September 18, 1991

Engineer Carl Myers made a special inspection of the project. His report (attached - Exhibit II) is self-explanatory. The facility improvements, the changes of procedure and the time schedules which he suggests are acceptable to the project and will be implemented.

In addition to the Fish and Wildlife agencies and the B.L.M., this report is also being routed to the Wood River Watermaster and to the Idaho Water Resources Department. These two entities are responsible for the administration of Idaho Water law. They need to be informed and provided an opportunity to intervene on any water administrative matters. Unfortunately, they were not involved in the decisions which established the original stipulations for project 4055. As a result the project, on occasion, finds itself between two authorities, one of which says yes and the other says no. Hopefully that awkward position can be minimized by involving the state officers at this time.

Sincerely,



Vernon Ravenscroft

enclosures

VR/cg

CERTIFICATE OF MAILING

I hereby certify that on September 18th, 1991 I have mailed true and correct copies of the attached letter with two exhibits all pertaining to Project 4055 and addressed to J. Mark Robinson of the Federal Energy Regulatory Commission, to the following:

J. Mark Robinson, Director
Div. of Project Compliance
& Administration
FEDERAL ENERGY REGULATORY COMMISSION
Mail Code DPCA, HL-21.1
825 N. Capital Street, N.E.
Washington, D.C. 20426

(Original + 7 copies)

Mr. Robert Grieve
FEDERAL ENERGY REGULATORY COMMISSION
Mail Code DPCA, HL-21.1
825 N. Capital Street, N.E.
Washington, D.C. 20426

Will Reid
Idaho Dept. of Fish & Game
Statehouse Mail
Boise, Idaho 83720

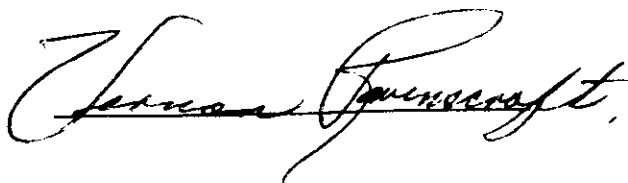
Region 4 Supervisor
Idaho Dept. of Fish & Game
P.O. Box 428
Jerome, Idaho 83338

Robert Cordell
Bureau of Land Management
P.O. Box 2B
Shoshone, Idaho 83352

Jim Esch
U.S. Fish & Wildlife Service
4696 Overland Rd., Room 576
Boise, Idaho 83705

Lee Peterson, Watermaster
WATER DISTRICT NO. 37 & 37M
P.O. Box T
Shoshone, Idaho 83352

~~Idaho Dept. of Water Resources~~
Statehouse Mail
Boise, Idaho 83720



STATION NUMBER 13152500 MALAD RIVER NR GOODING ID STREAM SOURCE AGENCY USGS
LATITUDE 425312 LONGITUDE 1144808 DRAINAGE AREA 2990 DATUM 3345.00 STATE 16 COUNTY 047
PROVISIONAL DATA SUBJECT TO REVISION
DISCHARGE, CUBIC FEET PER SECOND, CLIMATIC YEAR APRIL 1991 TO MARCH 1992
MEAN VALUES

RECEIVED P 17 1991

MYERS ENGINEERING COMPANY, P.A.
Consulting Engineers

750 Warm Springs Avenue
Boise, Idaho 83712
Telephone: (208) 336-1425
Fax # 208-342-5245

September 17, 1991

Mr. Vern Ravenscroft
1843 Broadway Avenue
Boise, ID 83706

Re: Tuttle Project - Bypass flows

Dear Vern:

After our visit to the Tuttle Project on August 30, 1991, and a review of the water control system, I have the following comments and recommendations.

At the present time the project is required to bypass 80 cfs into the Malad River during the months of April through June, and 5 cfs during July through March. This bypass will be increased to 20 cfs when the project enlargement now underway is completed. Diversion into the power canal is by means of a low rock and earth fill dam across the Malad River, so constructed that frequent overtapping by flood water does not seriously damage the structure. There is no gated outlet to the river. Minor seepage occurring in many places along the length of the dam serves to create and maintain significant areas of wetland habitat in contiguous overflow channels and riparian zones that otherwise would be dry at low river stages.

The power canal, an open, low gradient channel, is fed by a gated headworks from the pond created by the diversion dam. Water is bypassed through the dam, for prior downstream irrigation rights and stream maintenance between the diversion and the tailrace of the power plant by means of 4 ungated culvert pipes installed in the dam. There are 2-15" pipes, 1-24", and 1-30". Flow through these pipes is determined by the water level in the pond behind the dam. The invert elevation of these pipes is approximately equal to the operating elevation of the water in the forebay of the power plant at the downstream end of the canal.

The suggestion has been made that bypassed water could be better controlled, especially at the 80 cfs level, by a new structure inserted into the existing dam, and equipped with automatic gates. Technically this might be possible. Practically, it would be a mistake, both economically and environmentally. This project, in operation for several years, has created and stabilized a very substantial enhancement of the desert environment that existed before the project was built. There are now many acres of open water, in ponds along the canal route and behind the diversion dam, including the canal itself, all bordered by well-established zones of riparian vegetation. The ponds provide aquatic and riparian habitat and recreational fishing that never before existed.

Installation of a new bypass structure now would require removal of part of the existing dam, draining the pond behind it, shutdown of the power plant during construction, with a consequent drawdown of the canal and all its dependent ponds. This would have a negative impact on fish, wildlife, recreation and other environmental values that on a new project would be vigorously challenged by all resource agencies. Further, automatic bypass control would be accompanied by a noticeable time lag before this intercepted water could reach the tailrace where it had been before interception, with consequent fluctuations of downstream irrigation supplies. This would be a ramping of flow that could be damaging to downstream irrigators and contrary to the provisions of Idaho Water law.

The use of ungated pipes to pass and control water flow through an embankment is neither unique nor new. Water flow is controlled by the height of water over the pipes and does not depend on mechanical/electrical devices which can fail at crucial times. This is a decided advantage. The pipes cannot however be used alone to maintain a predetermined flow regardless of the water depth over the pipes. This is apparently the condition that generated the suggestion for a new automatically controlled bypass structure. It is my opinion that this would create more problems than it solves, for the following reasons:

- 1) Ramping rates would be increased.
- 2) Failure of the controls could leave the gates fully closed and thus dry up the bypassed reach. Conversely, failure with the gates at full open could deprive the power plant of its legal water rights.
- 3) There would be severe negative environmental impacts during construction, and some permanent damage from disruption of the established enhancements.

- 4) Cost of a new structure would seriously damage the economics of the project.
- 5) The ungated bypass pipes and the diversion pond provide automatic damping of fluctuating stream flows of low volume but high rates, a characteristic of the Malad River.

The objective of providing bypass facilities at any run-of-river hydroelectric project is to maintain adequate instream flows in the bypassed reach. Determining the proper volume of such flows is not an exact or simple procedure; fishery science, hydraulics, professional judgment, legalities, and negotiation are all involved. There are also many options to achieve the desired results. One of the simplest and most fail-safe, is use of ungated pipes through a diversion structure, that are not subject to mechanical failure or operating errors. Discharge through the pipes responds to stream flow and the consequent depth of water this flow creates over the pipes. Also, the depth of water over the pipes can be adjusted by controlling the hydraulic capacity of the turbines at the power plant. This in turn will regulate the flow and hydraulic gradient of the supply conduit - in this case an open canal. This is accomplished on this project by a skimming weir spillway which limits the water surface elevation of the forebay, which in turn determines the flow through the turbines. Due to the low gradient of the power canal, changes in the elevation of the weir would be reflected quickly at the diversion pond. It appears that an increase in the height of the existing weir blade of 0.83 feet (say 1.0 foot) would guarantee at least 80 cfs through the pipes now installed through the diversion dam. I recommend this be done and operated through at least one season before further consideration be given to constructing a new bypass structure.

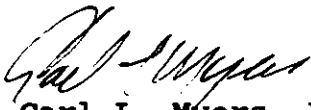
Bypassed flows are now measured by a staff gage located about midway on the bypassed reach. The river section has been rated so that gage readings can be converted to cfs. Given the regulating affect of the ungated pipes through the diversion dam, and the damping affect of the ponding above the dam, staff gage readings should give a reasonably accurate indication of the bypassed flow provided they are re-rated at reasonable intervals. It is my understanding that this referenced section was re-rated in June of this year by a well known and qualified hydrologist, Dr. Charles Brockway from the University of Idaho experimental station in Kimberly, Idaho.

I do not see any merit in attempting to automate any of the current facilities or operating procedures on this project. Raising the height of the skimming weir as discussed above will help insure against drastic reductions in bypassed flows. It does not seem rational nor practical to risk damage to the established environmental benefits resulting from the project by attempting to impose instantaneous responses to water control.

I therefore recommend to all parties:

1. That the staff gage on the diversion headgate be moved to the up river side of that structure. This would provide a new reference to determine pond level in relation to the discharge pipes. This action to be taken with the advent of low water in mid-October 1991.
2. That the project record the pond level at least once each day and correlate that level with the mid-section gage at least once each week until winter ice renders that action impractical.
3. That the project make the water records and the reconciliation with the mid-stream gage available upon request to both BLM and Idaho Fish & Game authorities.
4. That the project rebuild the skimmer weir and canal banks so as to have an additional one foot (1.0 foot) of head above the bypass tubes on or before April 15, 1992.
5. That all interested parties participate in an on-site meeting on or before June 15, 1992 to determine the success of the improvements and the need and/or time frame for automating the gage on the upstream face of the diversion headgate. Any self-recording gage at any other site would be difficult to maintain. Below the dam and at the power house flood flows would frequently wipe out such a structure.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carl L. Myers', is written over the typed name.

Carl L. Myers, P.E.

MEMORANDUM

TO: Files Nos. 37-7865 and 37-7922

FROM: Gary Spackman *Gary*

DATE: August 14, 1987

RE: Advancement of Priority for Failure to Submit Exam Fee Information

On April 30, 1986, the Department sent an examination fee notice letter to Vernon Ravenscroft for Permit Nos. 37-7865 and 37-7922. Mr. Ravenscroft returned the examination fee information sheet within 60 days, and indicated that Cecil Thomas of Meridian, Idaho had been retained to conduct the examinations. Our records at the time showed that Cecil Thomas was not a certified field examiner.

By letter dated July 2, 1986, Glen Saxton informed Mr. Ravenscroft that Cecil Thomas was not a certified field examiner, and also informed Mr. Ravenscroft that he would lose one day of priority on the permits for each day after June 29, 1986, that the application for appointment of Mr. Thomas was late.

On July 10, 1986, the Department received the application of Cecil Thomas for appointment as a certified water right examiner. The number of days between June 29th and July 10 is 10 days when one ignores the 29th of June, and the 10th of July, the day the application was received. Therefore, the priority of Permit Nos. 37-7865 and 37-7922 should both be advanced 10 days. With respect to the requirement that a letter from the certified examiner accompany the examination fee information sheet, I do not believe that the letter is required to toll the advancement of priority. We had sufficient information in our file to confirm that Cecil Thomas had been retained.



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

June 15, 1987

RE: Permit Nos. 37-7857, 37-7865 & 37-7922

Vernon F. Ravenscroft
1843 Broadway, Suite 102
Boise, ID 83706

Dear Mr. Ravenscroft:

I have reviewed the Beneficial Use Field Reports submitted for the above referenced permits. In this review, I find that more information is needed to address the requirements of the Department's Beneficial Use Examination Rules and Regulations, particularly Rule 5.

Enclosed are the original beneficial use field reports. Please be sure to provide information for each of the items listed in Rule 5,1,2 through 5,1,16. Some rules may not apply to these rights and can be so noted.

Also, please be aware that Rule 5,2,3. requires that you supply the requested information within 30 days of this request.

Enclosed for your information is a copy of the Beneficial Use Examination Rules and Regulations. If you have any questions or if I can be of any assistance, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosures

NAME AND
ADDRESS
OF SENDERDEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

Indicate type of mail

☐ Registered
☐ Insured
☐ COD
☒ Certified ☐ Express MailCheck appropriate block for
Registered Mail:☐ With Postal Insurance
☐ Without Postal InsuranceAffix stamp here if issued as
certificate of mailing or for
additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R. R. Fee	S. O. Fee	S. H. Fee	Rest. Del. Fee Remarks
1	138506	Bonneville Pacific Corp. c/o David Hirschi 185 S. State St. P.O. Box 11898 Salt Lake City, UT 84147 37-7889 & 37-7916	22	7								
2												
3												
4	138507	Geobon II Assoc. Ltd. Partnership 1200 Quail St., Suite 260 Newport Beach, CA 92660 37-8096 & 37-8251										
5												
7	138508	Bonneville Pacific Corp. c/o Vernon F. Ravenscroft P.O. Box 983 Boise, ID 83701 37-7857, 37-7865, 37-7922										
8												
9												
10	138509	Shorock Hydro, Inc. Box 1787 Twin Falls, ID 83303-1787 37-7911 & 37-7863										
11												
12												
13	138510	Bill and/or Karen Arkoosh Route 2 Box 50 Gooding, ID 83330 37-7943										
14												
15												
Total Number of Places Listed by Sender		Total Number of Places Received at Post Office	POSTMASTER, PER (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$400 for COD and \$400 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.							
5		5	K. E. [Signature]									

FORM MUST BE COMPLETED BY TYPEWRITER, INK OR BALL POINT PEN

U.S. G.P.O. 1985-47A-R03

CONVERSATION MEMORANDUM

DATE May 11, 1987FILE 37-7857, 37-7865
and 37-7922.NAME OF PARTY Vern RavenscroftEMPLOYEE Gary Spackman

RE: Today I spoke with Vern Ravenscroft about field exams for the above files which he represented were submitted toward the end of April. I told Vern that we received copies of the field exams on April 29, 1987, but that we required submittal of the original documents. He stated that he would request that Mr. Thomas submit the original documents. I told Vern that the exams needed to be filed prior to the lapsing of the permits on approximately June 29, 1987.



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

May 7, 1987

Bonneville Pacific Corp.
c/o Vernon F. Ravenscroft
P. O. Box 983
Boise, ID 83701

CERTIFIED

Dear Mr. Ravenscroft:

Re: Permit No. 37-7857, 37-7865 & 37-7922

Department records show that the above referenced permits were issued to you for the purpose of hydropower generation purposes. One of the conditions of approval of the permits was that the use of water be non-consumptive. The assumption that hydropower uses are non-consumptive in nature is the very reason the department could justify approving late in time appropriations on stream systems which essentially have been fully appropriated in most cases for many years.

The department has been advised by watermasters in several water districts that substantial loss is occurring in some of the conveyance systems, particularly those where water is delivered to the power generating facility through a non-enclosed conduit, and the only use being made of the water is power generation.

You are hereby required to determine the loss occurring within your hydropower project and to provide the information to the department within twenty (20) days of the date of this letter. The determination must be made by a professional engineer licensed to practice in Idaho or by a certified water right examiner using procedures acceptable to the department. In the interim, if the watermaster has measurements indicating that water is being lost within your project and that the water is needed by holders of prior rights, he has been instructed to regulate your diversion as needed to protect the prior rights, even though the herein required loss measurement has not been completed.

The runoff from surface water sources in 1987 is by far less than a normal year, so it is very likely any diversion for hydropower use experiencing a loss will be shut off by the duly authorized water master.

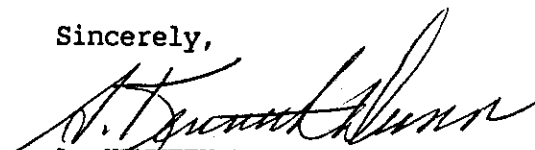
Authority for regulation of diversions by the watermaster is provided in Section 42-607, Idaho Code.

Hydropower users subject to being shut off may want to augment the stream system through acquisition of stored water or non-tributary water from some external source of supply in exchange for the water being lost in their conveyance system. Such arrangements may require approval under Section 42-222, Idaho Code.

Prior notice of the watermaster's action to regulate diversions cannot always be provided. If your generating equipment is subject to damage by the reduction of water flows, it is your responsibility to contact the watermaster to arrange a procedure to provide for regulation of the diversion without damage to your facilities.

Please feel free to contact the department if you have questions.

Sincerely,



A. KENNETH DUNN,
Director

c: Regional office
Watermaster



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

37-7922

RAVENSCHEFF, VERNOR F.
RAVENSCHEFF, HARRIET H.
P.O. BOX 693
BOISE, ID 83701

April 30, 1987

Dear Permit Holder:

LAPSE NOTICE License Examination Fee

You are hereby notified that under the provisions of Section 42-217 and 42-218a, Idaho Code, the above referenced permit will lapse and be of no further force nor effect on June 30, 1987, for failure of the permit holder to submit either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Provisions of § 42-217, Idaho Code, and the Beneficial Use Examination Rules and Regulations provide that failure of the permit holder to submit either the fee or an acceptable field examination report within one (1) year and sixty (60) days after notification by the director that the submittal is due is cause for the director to reject the proof of beneficial use and lapse the permit. The Department notified you of the required submittal on April 30, 1986.

The lapsed permit can be reinstated upon a showing of reasonable cause for late submittal of proof of beneficial use, if you submit to the Department on or before August 28, 1987, either the license examination fee or an acceptable field examination report prepared by or under the supervision of a certified water right examiner.

Enclosed is a fee information sheet that must be completed and submitted to the Department to keep the permit in good standing. If you have questions, please contact any office of the Department.

Sincerely,

L. GLEN SAXTON, Chief
Operations Bureau

Enclosure

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Bonneville Pacific Corp.
c/o Vernon F. Ravenscroft
P.O. Box 983
Boise, ID 83701

4. Type of Service:

- | | |
|---------------------------------------|----------------------------------|
| ☐ Registered | ☐ Insured |
| ☐ Certified | ☐ COD |
| ☐ Express Mail | |

Article Number

138508

**Always obtain signature of addressee or agent and
DATE DELIVERED.**

5. Signature - Addressee

X

6. Signature - Agent

X

John E. Bicker

7. Date of Delivery

5-13-87

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

37-7857, 37-7865, 37-7922

MEMORANDUM

TO: Files Nos. 37-7857, 37-7865, & 37-7922

FROM: Gary Spackman *Gary*

DATE: January 27, 1987

RE: Affidavit of authorization to do business in the State of Idaho.

The affidavit for water rights to be used for power purposes for the above permits received on January 26, 1987, indicated that the project common to the above permits would utilize existing man-made irrigation facilities. My discussions with Vernon Ravenscroft regarding the marking of this particular option in sub section B reveals that the statement is not correct. I believe, however, that the marking was a misunderstanding on the part of the signer of the document. Furthermore, it is my opinion that we are not concerned about the ownership of the facilities at this point in the development, since the project has already been completed. As a result, I have not required that the affidavit be amended.

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APR 13 1987



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 27, 1987

Victor A. Taylor, Attorney at Law
185 South State Street, Suite 1300
Salt Lake City, UT 84111

Re: Ravenscroft hydropower project; Water Permits Nos. 37-7857,
37-7865, & 37-7922.

Dear Mr. Taylor:

On January 26, 1987, Vernon Ravenscroft delivered to me an affidavit of qualification to do business in the State of Idaho submitted by Prudential Federal Savings and Loan Association and an assignment of the water right permits listed above executed by Prudential Leasing Company to Vernon F. Ravenscroft, Harriett B. Ravenscroft, and Bonneville Pacific Corporation. Based on our previous discussion, the Department recognizes the assignment from Prudential Leasing Company to the Ravenscrofts and Bonneville Pacific Corporation, which assignment also effectuates the previous assignment executed by the Ravenscrofts and Bonneville Pacific in favor of Prudential Federal Savings and Loan Association. Our records will show Prudential Federal Savings and Loan Association as the owner of the water right permits.

This letter also acknowledges the affidavit of qualification to do business in the State of Idaho. Please note that the affidavit is somewhat erroneous in sub part B, in that it states that the hydropower facility will "utilize existing man-made irrigation facilities" for delivery of the water. Vernon Ravenscroft has represented to me that the diversion works are not an existing man-made irrigation facility, and option number 1 which states that the facility will "not utilize existing man-made irrigation facilities" should have been marked. Our concern, however, is directed towards ownership of the diversion works at the time the project is being initially proposed. As a result, there is no necessity for a new affidavit, but I will place a memorandum in the file explaining the circumstances.

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With the submittal of the above documents, it appears that the provisions of Idaho Code § 42-207 have been complied with, in that Prudential Federal is authorized to do business in the State

of Idaho, and the permits are not being assigned for purposes of bad faith, speculation, or delay.

As I mentioned in a previous letter to Mr. Ravenscroft, this letter expressly excludes approval of certain contracts in developments alluded to in the amendment to loan documents:

1. This letter does not recognize the validity of the construction referred to in paragraph B of the recitals portion of the amendment to loan documents, nor does it authorize additional water over and above the diversion amount approved in the original permits.
2. This letter does not recognize the validity of the supplemental water agreement with the Big Wood Canal Company referred to in paragraph 3.1 in the agreement section of the amendment to loan documents.

Should you have further questions regarding this letter, please contact me at your earliest convenience.

Sincerely,


GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

CC: Vernon Ravenscroft

State of Idaho
County of Ada) ss.

On this 27th day of January, 1987, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.


Notary Public residing at
Boise, Idaho

seal

My commission expires:

11-25-92

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State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 21, 1987

Victor A. Taylor, Attorney at Law
185 South State Street, Suite 1300
Salt Lake City, UT 84111

Re: Ravenscroft hydropower project; Water Permit's Nos. 37-7857,
37-7865, & 37-7922.

Dear Mr. Taylor:

In response to our telephone conversation on January 20, 1987, enclosed you will find an assignment form and an affidavit of authority to conduct business in the State of Idaho. The affidavit should be completed by an officer of Prudential Federal Savings & Loan.

I understand that Prudential Leasing Company will assign its interest in the water rights listed above to Vernon F. Ravenscroft, Harriett B. Ravenscroft, and Bonneville Pacific Corporation. After the assignment, the principle of after acquired title will apply, and the assignment previously executed in February, 1986, will take affect, and the assignment and security interest given by the Ravenscrofts and Bonneville Pacific to Prudential Federal Savings & Loan will become effective.

If you have further questions don't hesitate to call.

Sincerely,

GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

Enclosures

RECEIVED

MAR 06 1987



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 16, 1987

Vernon F. Ravenscroft
P.O. Box 893
Boise, ID 83701

Re: Approval of Real Estate Mortgage and First Amendment to Loan Documents.

Dear Mr. Ravenscroft:

The Department has reviewed a real estate mortgage dated in January or February, 1986, an assignment and security agreement dated in January or February, 1986, and a proposed first amendment to loan documents which has not fully been executed. The Department finds that the documents partially satisfy the requirement of Section 42-207, Idaho Code, in that it appears that the proposed first amendment to loan documents which amends the previous real estate mortgage is in proper form, except for references to the Assignment and Security Agreement.

Ownership of Water Permits Nos. 37-7857, 37-7865, and 37-7922 is vested in the name of Prudential Leasing Company, pursuant to an assignment of permit executed by Vernon F. Ravenscroft, Harriett B. Ravenscroft, and Bonneville Pacific Corporation on May 1, 1984. The Assignment and Security Agreement executed by Vernon F. Ravenscroft, Harriett B. Ravenscroft, and Bonneville Pacific Corporation in favor of Prudential Federal Savings and Loan Association cannot be recognized because of the previous assignment to Prudential Leasing Company. Although the Department suspects that Prudential Leasing Company and Prudential Federal Savings and Loan may have some common ties, the independent integrity of the organizations must be maintained in Department files.

As of the date of this letter I am unable to determine that Prudential Federal Savings and Loan Association is currently licensed to do business in the State of Idaho. The files of the Department contain an affidavit executed in 1984, stating that Prudential Leasing Company was licensed to do business in the State at that time. There is no reference in the file to Prudential Federal Savings and Loan. Prior to final approval of the mortgage documents mentioned above, proof of authority to do business in the State of Idaho must be submitted to the Department of Water Resources.

This letter expressly excludes approval of certain contracts and developments alluded to in the amendment to loan documents.

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MAR 06 1987

1. This letter does not recognize the validity of construction referred to in paragraph B of the recitals portion of the amendment to loan documents, nor does it authorize additional water over and above the diversion amount approved in the original permits.
2. This letter does not recognize the validity of the supplemental water agreement with the Big Wood Canal Company referred to in paragraph 3.1 in the agreement section of the amendment to loan documents.

Should you have further questions regarding this letter, please contact me at your earliest convenience.

Sincerely,



GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

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MAR 06 1987

AFTER RECORDING, PLEASE RETURN TO:

PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION
c/o LARSEN, KIMBALL, PARK & CROCKETT
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Victor A. Taylor, Esq.

REAL ESTATE MORTGAGE

[Idaho]

THIS MORTGAGE is executed as of the 1st day of February, 1986, by VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife (the "Ravenscrofts"), whose address is P. O. Box 893, Boise, Idaho 83701, and BONNEVILLE PACIFIC CORPORATION, a Utah corporation ("Bonneville"), whose address is 200 East South Temple, Suite 300, Salt Lake City, Utah 84111 (the Ravenscrofts and Bonneville are sometimes hereinafter collectively referred to as "Mortgagor"), in favor of PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation chartered under the laws of the United States of America, whose address is 127 East 3300 South, Salt Lake City, Utah 84115 (hereinafter referred to as "Mortgagee").

Recitals:

I. Mortgagor holds an interest in the real property situated in Gooding County, State of Idaho, which is described in Exhibit "A" attached hereto and by this reference made a part hereof. The interest of Mortgagor in said real property is more specifically described in Exhibit "A".

II. The Ravenscrofts have certain obligations to Mortgagee under a certain Promissory Note (hereinafter the "Note") of even date herewith in the principal sum of One Million One Hundred Seventy Thousand Dollars (\$1,170,000.00), maturing on February 1, 1991, made by the Ravenscrofts and payable to Mortgagee at the times and in the manner set forth in the Note.

III. Bonneville will benefit economically from the loan made by Mortgagee to the Ravenscrofts, evidenced by the Note, and Mortgagee has, as a condition to making such loan, required the execution hereof by Bonneville.

NOW, THEREFORE, IN ORDER TO SECURE: (A) The payment and performance of each and every obligation of the Ravenscrofts

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evidenced by the Note; (B) any extensions, renewals or modifications of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal or modification; (C) the payment and performance of each and every agreement and obligation of Mortgagor under this Mortgage and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby, including, but not limited to, an Assignment and Security Agreement of even date herewith executed by Mortgagor for the benefit of Mortgagee covering certain personal property and fixtures situated on the above-described real property (the "Security Agreement"); (D) the payment of all sums expended or advanced by Mortgagee pursuant to the terms of this Mortgage, the Note, the Security Agreement or any other instrument further evidencing or securing any obligation secured hereby, together with interest thereon as herein and therein provided; and (E) all awards and payments, including interest thereon and the right to receive the same, which may be made with respect to the Property as the result of (i) the exercise or threat of exercise of the right of eminent domain or condemnation, or (ii) any other injury to or decrease in the value of the Property (the foregoing items (A) through (E) and the matters referred to therein being hereinafter collectively referred to as the "Obligations");

Mortgagor hereby GRANTS, BARGAINS, SELLS, CONVEYS, WARRANTS and MORTGAGES unto Mortgagee, its successors and assigns, WITH POWER OF SALE, the Gooding County, Idaho tract of real property described in Paragraph I above, TOGETHER WITH all improvements located therein or thereon or appurtenant thereto, and all additions, replacements and improvements hereafter made thereto or placed therein or thereon; all fixtures and equipment now or hereafter attached to and used in connection therewith; all water and water rights belonging to or used upon or in connection with said real property, however represented, including all shares of stock representing any such water or water rights, and also including the water rights and permits described in Exhibit "B" attached hereto and by this reference made a part hereof; all condemnation and similar awards or payments made in lieu thereof; all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed with said real property or belonging to the same or which hereafter may be acquired and so used or enjoyed, all of which real property, together with the rights and interests in this Paragraph described (which said tract of real property, rights and interests, are hereinafter collectively referred to as the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the

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performance of the obligations evidenced and secured hereby.

IN CONNECTION WITH THIS MORTGAGE, THE PARTIES AGREE AS FOLLOWS:

1. Warranties of Title and Authority. Mortgagor hereby represents and warrants that it is lawfully seized of an interest in the Property as described in Exhibit "A" attached hereto, that it has the authority and right to execute and deliver this Mortgage, that the Property is free and clear of any and all liens, encumbrances and interest of third parties (except for those referred to or described in Exhibit "C") and that any and all obligations it may have incurred in connection with the Property are current and without default. Mortgagor hereby releases, waives and relinquishes all exemptions and homestead rights which may exist with respect to the Property, including all rights under or by virtue of the homestead exemption or similar laws of the State of Idaho.

2. Obligations Mandatory. Mortgagor shall promptly pay or cause to be paid to Mortgagee, or order, and shall promptly perform or cause to be performed each and every payment and obligation on the part of Mortgagor provided to be paid or performed in connection with any of the Obligations. All of such payments and obligations are mandatory, and Mortgagor's failure to accomplish any of the same shall constitute a default under this Mortgage.

3. Payments Protecting Against Liens. Mortgagor shall pay, at least ten (10) days before delinquent, all taxes, assessments and governmental, municipal or other charges or impositions levied against or affecting the Property, or which might become a lien thereon, and shall promptly deliver all receipts for such payments to Mortgagee upon request. Mortgagor shall also pay and keep current any and all sums constituting an encumbrance, charge or lien upon the Property, or any part thereof, which may be prior or superior to the interest of Mortgagee hereunder.

4. Maintenance and Use of Property. Mortgagor agrees to maintain the Property at all times in good condition and repair; to keep and maintain all improvements which may be or become part of the Property in good order and repair and to allow no nuisances to exist or be maintained; to keep and maintain abutting grounds, sidewalks, roads and parking areas in good order and repair; to comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Property or any condition or activity respecting the Property, including but not limited to, any and

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all laws, rules, regulations, orders and agreements affecting the Property by, with or from the Federal Energy Regulatory Commission, the Bureau of Land Management of the Department of Interior, the State of Idaho Department of Water Resources and the State of Idaho Public Services or Utilities Commission; to comply with the terms, provisions and conditions of any and all leases, agreements and other instruments affecting the Property, including, but not limited to, the Lease dated November 3, 1982 executed by Ben Slatter and Fae Slatter, husband and wife, as lessor, and Vernon F. Ravenscroft, as lessee, the Lease dated November 8, 1982 executed by Dean Shaffer and Eileen Shaffer, husband and wife, as lessor, and Vernon F. Ravenscroft and Harriett B. Ravenscroft, as lessee, the Bureau of Land Management right of way No. I-17053 granted March 5, 1982 to Vernon F. Ravenscroft, and the instruments listed or described in Exhibit "C" attached hereto; not to commit or permit waste upon the Property; to commence any necessary construction on the Property promptly and to pursue the same to completion with reasonable diligence; to restore promptly and in a good and workmanlike manner any improvement which may for any reason be damaged or destroyed; to allow Mortgagee to inspect the Property at all reasonable times during the term hereof; and to comply with all provisions of law concerning maintenance, use or improvement of the Property.

5. Insurance Coverage. Except and to the extent specifically waived in writing by Mortgagee, Mortgagor shall secure and at all times maintain an insurance policy or policies reasonably satisfactory to Mortgagee providing: (a) hazard insurance with coverage in an aggregate amount reasonably acceptable to Mortgagee, upon the fixtures and improvements now existing or hereafter erected or placed upon the Property, insuring against the perils of fire, extended coverage, vandalism and malicious mischief, and such other perils as Mortgagee may reasonably require; and (b) coverage against business interruption and loss of income resulting from any casualty, or resulting from the inability of Mortgagor to generate and sell electricity from the Property for any reason whatsoever, including low water, with the amount of coverage afforded at least sufficient to cover the monthly payments required to be made to Mortgagee under the Note for a period of six months. Also, said policies shall include the standard loss payable mortgagee clause in favor of and in a form acceptable to Mortgagee. None of the insurance policies or coverage obtained by Mortgagor pursuant hereto shall be such as result in either Mortgagor or Mortgagee being a co-insurer in the event of any loss. Each policy shall include a waiver of subrogation clause. Mortgagee shall have the right to review the forms, coverages, amounts and duration of all such insurance policies from time to

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time and to require, upon thirty (30) days advance written notice thereof, that forms, coverages, amounts or duration of such policies be changed or modified so as reasonably to protect Mortgagee's interest in the Property. Such insurance shall be carried with companies approved by Mortgagee with loss payable clauses in favor of and in a form acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates duly executed by the insurers evidencing such insurance coverage.

In the event that the improvements on the Property are so damaged by fire or other casualty as to be unable to produce commercially marketable quantities of electricity for a term which Mortgagee reasonably estimates will be in excess of six months, then Mortgagee shall have the right to cause the obligations to become immediately due and payable upon sixty (60) days' written notice to Mortgagor. In such event, any and all proceeds of insurance shall be applied first to the payment of the Obligations and the remainder, if any, shall be available to Mortgagor.

6. Appearance in Proceedings Affecting Security. Mortgagor shall appear in and defend any action or proceeding purporting to or which might in any way affect the title to the Property or the security hereof. (The phrase "the security hereof" when used in this Mortgage shall mean the interest of Mortgagor and Mortgagee in the Property, the rights, powers, duties, covenants, representations, warranties and authority of Mortgagor and Mortgagee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability and binding effect hereof and of any instrument further evidencing or securing the Obligations.) Should Mortgagee elect to appear in or defend any such action or proceeding, Mortgagor shall pay all costs and expenses incurred by Mortgagee in connection therewith, including costs of evidence of title, court costs and reasonable attorneys' fees.

7. Mortgagee's Performance in Mortgagor's Stead. Should Mortgagor fail to make any payment, to do any act or thing, or to perform any obligation herein provided to be paid, done or performed, at the time and in the manner so provided, Mortgagee may, but without any obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereunder or thereunder, make, do, pay or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee, Mortgagee for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security

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hereof.

8. Repayment of Advances. The Ravenscrofts shall immediately repay to Mortgagee all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Mortgagee for the payment of insurance, taxes, assessments, governmental, municipal or other charges or impositions, title searches, title reports or abstracts, any delinquent obligation secured by a prior lien upon or prior interest in the Property, and any other advances made by Mortgagee which are or appear to be necessary or desirable, in Mortgagee's discretion, to maintain this Mortgage as a valid and subsisting lien upon the Property, to preserve and protect Mortgagee's or Mortgagor's interest therein or hereunder, or to preserve, repair or maintain the Property. All such advances shall be wholly optional on the part of Mortgagee, and the Ravenscrofts' obligation to repay the same, with interest, to Mortgagee shall be secured by the lien of this Mortgage. The amount of each such advance shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the rate of eighteen percent (18%) per annum.

9. Assignment of Rents and Profits. As additional security for the Obligations, Mortgagor hereby assigns to Mortgagee, for the term of this Mortgage, all rents, issues, royalties, income and profits derived from the Property, and all right, title and interest of Mortgagor under any lease covering any part of the Property. Until Mortgagor defaults in the Obligations, and except as otherwise provided in any instrument or document which constitutes a part of or is included in the Obligations, Mortgagor shall have the right to collect and use all rents, issues, royalties, income and profits derived from the Property. Upon any such default, Mortgagor's right to collect or use any of such proceeds shall cease, and Mortgagee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Mortgagor hereby consenting to the appointment of Mortgagee as such receiver) to sue for or otherwise collect all such rents, issues, royalties, income and profits, including those past due and unpaid. Any sums so collected shall, after the deduction of all costs and expenses of operation and collection, including reasonable attorneys' fees, be applied toward payment of the Obligations.

10. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Property or the collection of rents, issues, royalty, income, profits, proceeds or compensation or awards for any taking or damaging of the Property or the application or release thereof shall not cure or waive any default or notice of default hereunder, shall not

invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend any of the Obligations.

11. Application of Payments. If at any time during the term hereof Mortgagee receives or obtains a payment, installment or sum which is less than the entire amount then due in connection with the Obligations and in connection with all other instruments and transactions to which Mortgagor and Mortgagee are parties, Mortgagee shall, notwithstanding any instructions which may be given by Mortgagor, have the right to apply such payment, installment or sum or any part thereof, to such of the items or Obligations then due as Mortgagee may in its sole discretion determine.

12. Tax on Mortgage or Debt. Mortgagor shall pay to Mortgagee the amounts of all taxes, assessments or charges which may be levied by any governmental authority upon this Mortgage, upon the Obligations or upon Mortgagee, by reason of its interest under this Mortgage or in the Obligations; provided that no such payment shall be required with respect to any federal or state income tax paid by Mortgagee on any interest received under the Note.

13. Acceleration and Foreclosure. Time is of the essence hereof. In the event a payment or installment provided for herein or in the Note is not paid in full on or before its scheduled due date, or in the event Mortgagee discovers that any representation or warranty contained herein or in any other instrument evidencing or securing the Obligations is untrue in any material respect, or in the event of the occurrence of any other default hereunder or otherwise in connection with the Obligations, then, in such event, all of the Obligations shall, at the option of Mortgagee and without further notice or demand, immediately become due and payable and Mortgagee may proceed to foreclose this Mortgage in the manner provided by law for the foreclosure through judicial proceedings of mortgages covering real property. In connection with any such acceleration and foreclosure, Mortgagee shall have the right to appoint a receiver to take charge of the Property, collect the profits therefrom and otherwise use and utilize the Property. Mortgagor specifically agrees that the receiver may be appointed without any notice to Mortgagor whatsoever, and the court may appoint a receiver without any reference to the adequacy or inadequacy of security, or the solvency or insolvency of Mortgagor, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of Mortgagor to hereby authorize the appointment of a receiver when Mortgagor is in default and Mortgagee has requested the appointment of a receiver. Mortgagor hereby agrees and consents

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to the appointment of the particular person or firm designated by Mortgagee as the receiver and hereby waives its rights to suggest or nominate any person as receiver in opposition to that designated by Mortgagee.

14. Foreclosure Through Judicial Proceedings. In any judicial proceeding brought to foreclose this Mortgage, Mortgagee shall be entitled to recover all costs and expenses incident to the realization of its rights hereunder, including attorneys' fees actually and reasonably incurred. Mortgagee shall be entitled to possession of the Property during any period of redemption. In the event of sale on foreclosure of this Mortgage, should the Property sell for less than the sum required to satisfy the entire indebtedness and all costs, the deficiency shall stand as a judgment against the Ravenscrofts and be collectible in the manner provided by law, and the Ravenscrofts further agree that the amount for which the Property may sell at foreclosure sale upon lawful notice shall be conclusively deemed in any foreclosure suit to be the reasonable value of such Property. The Ravenscrofts shall pay the deficiency immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of eighteen percent (18%) per annum.

15. Rights Cumulative and Not Waived. The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

16. Nonassumption Provisions. Mortgagor agrees that, without the prior written consent of Mortgagee, Mortgagor will not sell, contract to sell, assign or convey the Property or any interest therein. Mortgagee's consent to one or more of the transactions described in the foregoing sentence shall not be deemed to be a waiver of the right to require such consent with respect to any future or successive transaction.

17. Binding on Successors. This Mortgage shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns of the parties hereto. The term "Mortgagee" as used here shall mean the owner and holder,

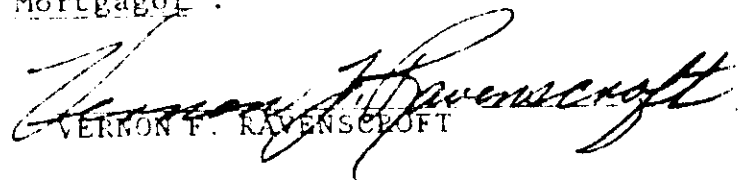
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MAR 06 1987

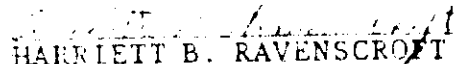
including any pledgee, of the Obligations.

18. Interpretation. The captions which precede the Paragraphs of this Mortgage are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The liability of each of the undersigned shall be joint and several. The invalidity or unenforceability of any portion or provision of this Mortgage shall in no way affect the validity or enforceability of the remainder hereof. This instrument shall be governed by and be construed in accordance with the laws of the State of Idaho.

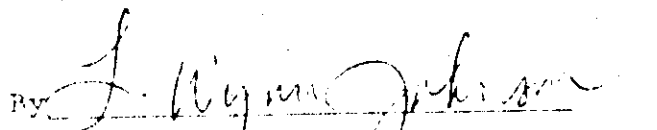
DATED the day and year first above written.

"Mortgagor":


VERNON F. RAVENSCROFT


HARRIETT B. RAVENSCROFT

BONNEVILLE PACIFIC
CORPORATION,
a Utah corporation

BY 
L. Wayne Johnson Vice President

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MAR 06 1981

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01/23/86

SECURITY THIS CO
COPIED 1 11 1982

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 27 day of June, in the year 1986, before me, [Signature], personally appeared VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 [Signature]

My Commission Expires:

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 31st day of January, 1986, personally appeared before me, L. Wynn Johnson, the signer of the foregoing instrument, who being by me duly sworn, did say that he is the Vice President of BONNEVILLE PACIFIC CORPORATION, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said L. Wynn Johnson acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing at Charlottesville, Utah

My Commission Expires:

8-20-87

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MAR 06 1986

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01/23/86

Victor A. Taylor, E. . .
Kimball, Parr, Crockett & Waddoups
P. O. Box 11019
Salt Lake City, Utah 84147

FIRST AMENDMENT TO LOAN DOCUMENTS

THIS FIRST AMENDMENT TO LOAN DOCUMENTS (the "Amendment") is entered into as of the _____ day of January, 1987, between PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation chartered under the laws of the United States of America ("Lender"), whose address is 127 East 3300 South, Salt Lake City, Utah 84115, and VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife (collectively, the "Ravenscrofts"), whose address is P. O. Box 893, Boise, Idaho 83701, and BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("Bonneville"), whose address is 257 East 200 South, Suite 800, Salt Lake City, Utah 84111. (The Ravenscrofts and Bonneville are hereinafter collectively referred to as "Borrower.")

RECITALS:

A. On or about February 1, 1986, Lender made a loan (the "Loan") to the Ravenscrofts in the original principal amount of One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00), which was evidenced and secured by the following documents, instruments and agreements (collectively, the "Loan Documents"):

(i) Promissory Note (the "Note"), in the principal amount of One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00), dated February 1, 1986, executed by the Ravenscrofts, collectively as maker, and payable to the order of Lender, as holder, evidencing the obligation of the Ravenscrofts to repay the Loan;

(ii) Real Estate Mortgage, dated February 1, 1986, recorded in the Official Records of Gooding County, State of Idaho on February 4, 1986 as microfilm instrument No. 119483, executed by Borrower, as mortgagor, in favor of Lender, as mortgagee, securing repayment of the Note and encumbering certain real property (the "Property") located in Gooding County, State of Idaho, more particularly described on the attached Exhibit A, incorporated herein by this reference; and

(iii) Assignment and Security Agreement, dated February 1, 1986, executed by Borrower, as assignor, in favor of Lender, as assignee, assigning to Lender for security purposes certain contracts, equipment and other personalty and fixtures related to the Property.

B. Borrower desires for Lender to increase the amount of the Loan by an additional Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) (or to an aggregate amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)), to provide financing which will be used to add a fourth production unit by rebuilding and reinstalling a presently owned turbine, acquiring the necessary related accessories and making certain improvements to the tailrace access and canal systems related to the hydroelectric power generation facility located on the Property, and to retire certain short-term debt. In connection therewith, Lender's lien position will improve and Borrower will grant to Lender a security interest in certain collateral which will provide additional security for repayment of the Loan.

C. Lender is willing to increase the Loan for such purposes if, but only if, Borrower, among other things, enters into this Amendment, which is intended to modify and amend the Loan Documents to reflect the increased amount of the Loan and the additional collateral to serve as security therefor.

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MAR 06 1987

D. Borrower desires to enter into this Amendment in order to induce Lender to so increase the Loan.

AGREEMENT:

NOW, THEREFORE, for the above purposes and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows, and the Loan Documents are hereby amended to the extent necessary to reflect all of the matters set forth herein:

1. Outstanding Principal. As of the date hereof, the total outstanding principal balance due under the Loan Documents is One Million Four Hundred Seventy-Three Thousand Seven Hundred Eighty-Three and 65/100 Dollars (\$1,473,783.65). All references to the principal amount of the Loan in the Loan Documents are hereby revised to read "One Million Four Hundred Seventy-Three Thousand Seven Hundred Eighty-Three and 65/100 Dollars (\$1,473,783.65)."

2. Interest; Monthly Payments. The outstanding balance of the original principal amount of One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00) shall continue to bear interest at the rate of twelve and 36/100 percent (12.36%) per annum, both before and after judgment, and shall, with all accrued interest thereon and all other amounts due in connection therewith, be payable in full on February 1, 1991. The additional principal amount of Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) being loaned by Lender to the Ravenscrofts in connection herewith shall bear interest at the rate of eleven and one-quarter percent (11.25%) per annum, both before and after judgment, and shall, with all accrued interest thereon and all other amounts due in connection therewith, be payable in full on February 1, 1991. Borrower shall make a monthly payment to Lender on February 1, 1987 of Fourteen Thousand Three Hundred Fourteen and 08/100 Dollars (\$14,314.08). Thereafter, until repaid in full, principal of and interest on the Loan shall be paid in equal monthly installments of Eighteen Thousand Two Hundred Forty-Two and 45/100 Dollars (\$18,242.45) on the first day of each month, commencing on March 1, 1987 and continuing until and including February 1, 1991, at which time the remaining principal balance of the Loan, all accrued interest thereon and all other amounts due in connection therewith shall be paid in full. All interest payable on the Loan shall accrue daily and shall be calculated on the basis of a three hundred sixty (360) day year and the actual number of days elapsed in any partial calendar month. The foregoing provisions with respect to payment of principal and interest due under the Loan shall be in substitution of and not in addition to similar provisions contained in the Note.

3. Additional Collateral.

3.1 Contracts. Exhibit A to the Assignment is hereby amended as follows:

(a) Paragraph (1) of said Exhibit A is hereby deleted in its entirety and is replaced with the following new Paragraph (1):

(1) Power Sales Agreement, dated September 2, 1982, entered into between Vernon F. Ravenscroft and Harriett B. Ravenscroft, husband and wife (the "Ravenscrofts"), and Idaho Power Company, a Maine corporation ("Idaho Power"), relating to Idaho Power Company Facility No. 31515009, as amended by Amendment No. 1, dated March 1, 1987, and incorporated by reference into

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MAR 06 1987

between the Ravenscrofts and Bonneville Pacific Corporation, a Delaware corporation ("Bonneville"), and Idaho Power, and as further amended by Amendment No. 2, dated July 10, 1986, entered into between the Ravenscrofts and Bonneville and Idaho Power.

(b) The following new Paragraph (8) is hereby added to said Exhibit A:

(8) Supplemental Water Agreement, Contract No. 1986-001(A), dated December 5, 1986, entered into between Big Wood Canal Company, an Idaho corporation, and American Falls Reservoir District No. 2, an Irrigation District created under Idaho law, and the Ravenscrofts.

3.2 Equipment. Exhibit C to the Assignment is hereby amended by adding to said Exhibit C the equipment listed below in items 1 through 3, inclusive, and by deleting from said Exhibit C the equipment listed below in item 4:

	<u>Model Number</u>	<u>Serial Number</u>
1.	U.S. 450 KW Generator HV4 (Frame No. 5808P)	Pending
2.	450 KW Capacitor Pending	Pending
3.	1500 KVA Transformer Pending	Pending
4.	G. E. Transformer 750/840 KVA	AN N64885-3

4. Ratification. Except as expressly set forth in this Amendment, the Loan Documents and each provision thereof are hereby ratified and affirmed in their entirety. This Amendment modifies and amends, but does not in any manner cancel, repeal, extinguish, replace, satisfy or release, the obligations evidenced and secured by the Loan Documents. Except as specifically set forth herein, (a) the terms and conditions of this Amendment shall in no manner impair, limit, restrict or otherwise affect the liens, security interests, assignments or other rights, benefits, remedies or prerogatives created and evidenced by the Loan Documents; and (b) such liens, security interests, assignments and other rights, benefits, remedies and prerogatives are valid and subsisting and shall continue with their original priority until all of the obligations under the Loan Documents, as modified and amended hereby, are paid and performed in full. Borrower covenants, represents and warrants that the Loan Documents, as modified and amended hereby, are valid and binding obligations of Borrower, enforceable in accordance with their respective terms, and that there are no claims, defenses or offsets against any of the obligations of Borrower thereunder.

5. Miscellaneous. In the event that either Lender or Borrower brings suit to enforce or interpret this Amendment or for damages on account of the breach of a covenant, representation or warranty contained herein, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which such prevailing party is entitled. If any provision of this Amendment is determined by a court to be void, voidable or unenforceable, such determination shall have no effect on the Loan Documents as heretofore executed, or on any other provision of this Amendment. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Amendment shall be governed by and construed in accordance with the laws of the State of Idaho. This Amendment may be amended from time to time by several

MICROFILMED

MAR 06 1987

counterparts, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lender and Borrower have entered into this Amendment as of the date first set forth above.

MICROFILMED
MAR 06 1987

EXECUTED this _____ day of January, 1987, by PRUDENTIAL
FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation chartered
under the laws of the United States of America.

LENDER:

PRUDENTIAL FEDERAL SAVINGS AND LOAN
ASSOCIATION, a corporation chartered
under the laws of the United States of
America

By _____

Its _____

STATE OF UTAH

)

: ss.

COUNTY OF SALT LAKE

)

On this _____ day of January, in the year 1987, before me,
the undersigned, a Notary Public in and for said State,
personally appeared _____, known or identified to
me to be the _____ of Prudential Federal
Savings and Loan Association, a corporation chartered under the
laws of the United States of America, the corporation that
executed the above instrument or the person who executed the
instrument on behalf of said 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
Residing at _____

My Commission Expires:

[Seal]

MICROFILMED

MAR 06 1987

EXECUTED this 15th day of January, 1987, by VERNON F. RAVENSCROFT and HARRIETT B. RAVENSCROFT, husband and wife.

THE RAVENSCROFTS:

Vernon F. Ravenscroft
VERNON F. RAVENSCROFT

Harriett B. Ravenscroft
HARRIETT B. RAVENSCROFT

STATE OF IDAHO)
COUNTY OF _____) ss.

On this _____ day of January, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Vernon F. Ravenscroft and Harriett B. Ravenscroft, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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:

[Seal]

SIGNATURE

MICROFILMED
MAR 06 1987

RECEIVED

Form 219
6/86

JUL 20 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

BENEFICIAL USE FIELD REPORT

RECEIVED

MAY 20 1987

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 37-7922

1. Owner: Vern Ravenscroft (Prudential Federal S & L)

Phone No. (208) 345 2670

Current Address: 1843 Broadway Suite 102, Boise, Idaho 83706

2. Accompanied by: Cecil A. Thomas

EXAM. DATE: Sept. 24, 1986

Address: 3775 N. Locust Grove, Meridian, Id. 83642

Phone No. (208) 888 3087

Relationship to Permit Holder: Consulting Engineer

3. Source: Big Wood (Malad) River tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 377857, 377865

☒ Copies Attached

2. Other water rights with same point of diversion: 377857, 377865

☒ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

Scale: 1" = _____

2. ☐ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

- ☐ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater.

- ☐ Aerial Photo Attached

(required for irrigation of 10 acres or more).

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

The system consists of a canal 1.3 miles long in earth and rock on the right (north) bank of Big Wood River, a diversion structure of concrete and steel, a forebay formed by a steel and concrete dam from which 3 penstocks divert to 3 turbines which actuate 3 generators. Name plate flow for #3 is 63 cfs and name plate output is 213 kilowatts. Head from forebay to tailrace at normal output is 46 feet. See generator 3 and other features on figure 2A and 2B.

☐ See Remarks on page 4 for continuation

Generator Identification No.*	Turbine Make	KW Hp	Motor Serial No.	Pump Make	Turbine Pump Capacity or Discharge Size
③	Ingersoll Rand	213	30 WTA	Westinghouse	63

Note: - One of 3 generators served by the same canal.

*Code to correspond with No. on map and aerial photo to figure 2B

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		SW	SW	NW	28	6S	14E	Gooding	7 1/2 minute U.S.G.S. Tuttle Quad

6. Place(s) of Use: Power Plant

Indicate Method of Determination ^{7 1/2 minute U.S.G.S} Tuttle Quad

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
			1/4	1/4	1/4														
6S	14E	29	SW	NW	SW														

Do not use this space

D. FLOW MEASUREMENTS

☒ Additional Data Sheets Attached

1. *See figure 3*

Measurement ^{by} ~~Equipment~~	Type	Make	Model No.	Serial No.	Size	Calib. Date
R Newby	Type AA	Price	on 8' rod			
C. Thomas	"	"	on 30C weight			

Spin tests and maintenance adequate.

2. Measurements:

7 current meter measurements made from the measuring bridge at site shown on figure 3 using type AA current meters suspended on an 8' rod or a 30C weight, measuring depths and velocities at 0.2 and 0.8 depths at near 25 sections, taking widths from a tape as recommended by U.S. Geological Survey. Flows are for all 3 water rights served by this diversion.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

- Measured Method: *Results of 7 measurements shown on figure 3 plot on a curve except for minor shifting. Measurement # 7 shows effect of raising the level of the spillway at Power Plant. Continuing measurements will be required to determine*
- Alternate Method for Checking Purposes: *discharge from staff gage readings at diversion. See Figure 3.*

Turbine

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7)

Efficiency: (5)/(7) x 100 = _____ %

Composite efficiency of system 9/24/86

Meas'd. discharge through 3 turbines = 287-52 spill = 235 cfs

Head = 46 ft; theoretical KW for 1 cfs = 3.89, for 235 cfs = 914 KW

Meas'd. output at meter = 695 KW; Efficiency = 695/914 = 0.76; x 100 = 76%

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

- Volume Calculations for Other Uses: *Assuming 50 cfs is available for power use, volume would be 50 x 365 x 1.9835 = 36 200 acre feet per year.*

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Discharge as measured at measuring bridge is the total of the flow for water rights 377865, 377922, and 377857.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
50 cfs	Oct. 1	Sept. 30	50	36,200 when available
Totals:				

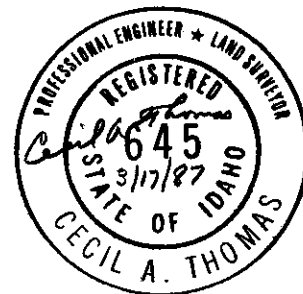
2. Recommended Amendments

- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

- ☐ None
☐ Other

J. AUTHENTICATION

Field Examiner's Name Cecil A Thomas
Signature Cecil A Thomas
Certification Date March 18, 1987
Field Report Preparation Date Sept. 24, 1986

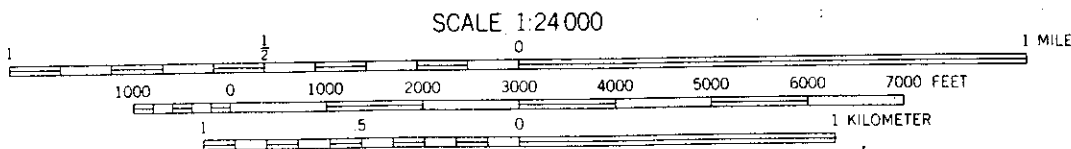
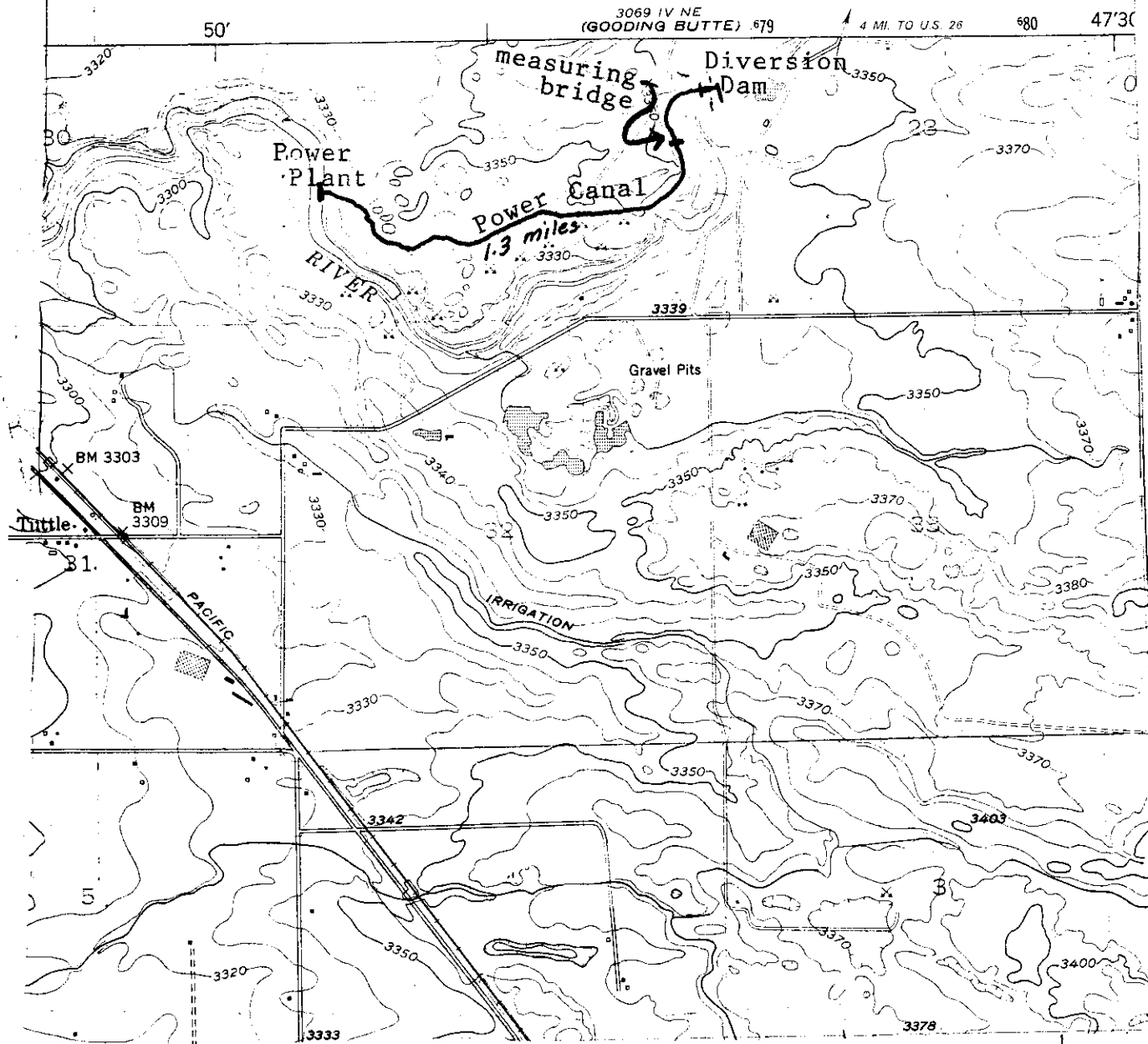


CONSULTANT SEAL

- K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

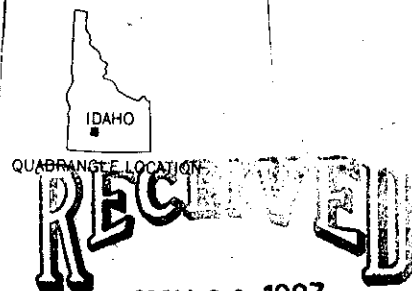
Map showing location of Ravenscroft Hydroelectric Project

UNITED STATES
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

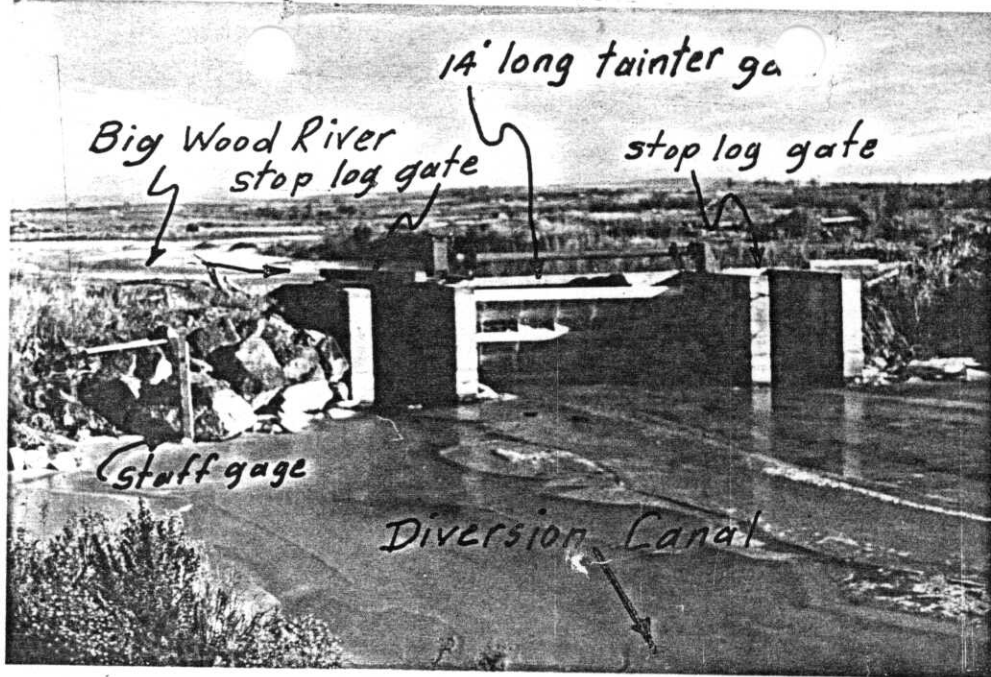
Base from
TUTTLE QUADRANGLE
IDAHO
7.5 MINUTE SERIES (TOPOGRAPHIC)



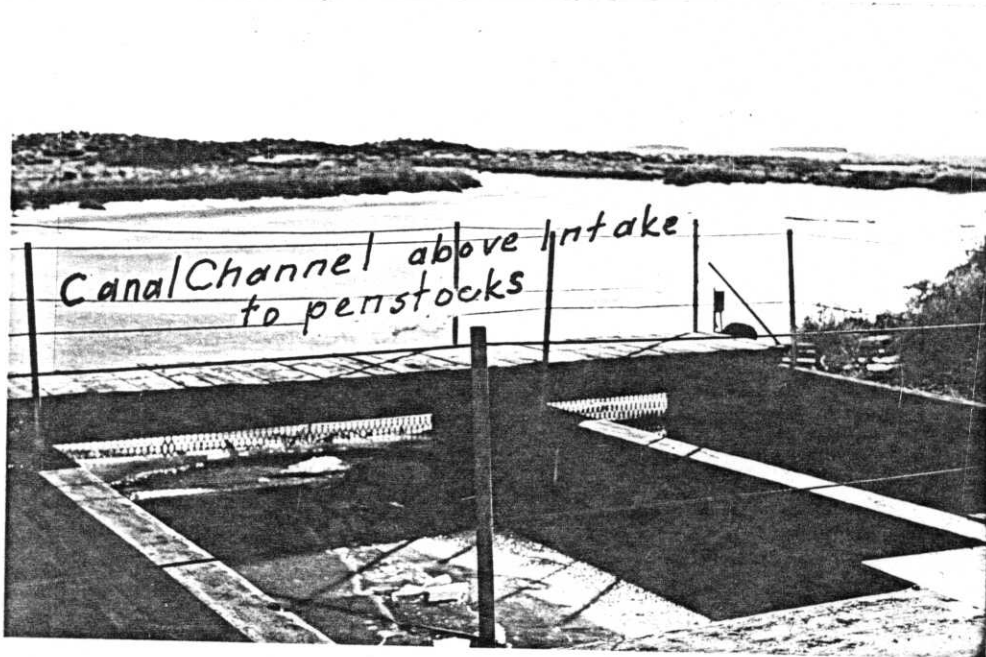
MAY 20 1987

FIGURE 1

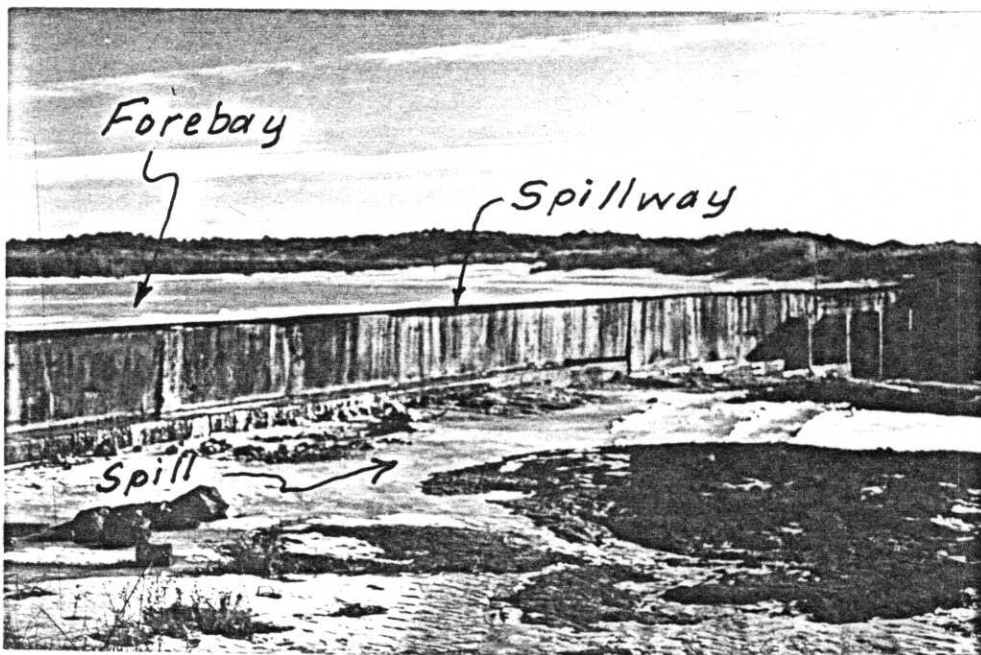
Department of Water Resources



Diversion



Canal above Penstocks



Forebay at Spillway

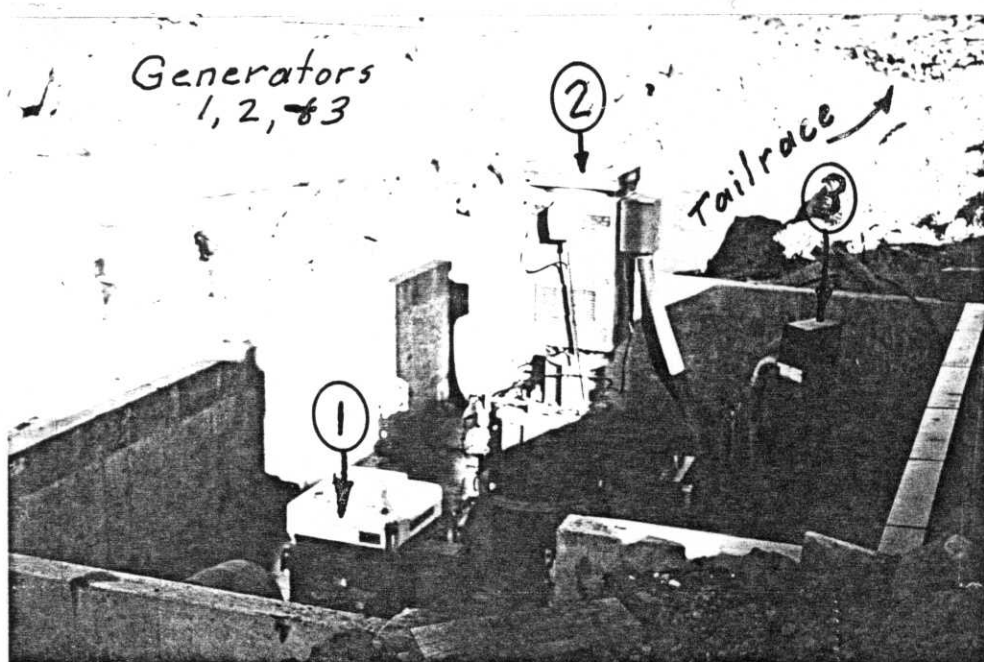
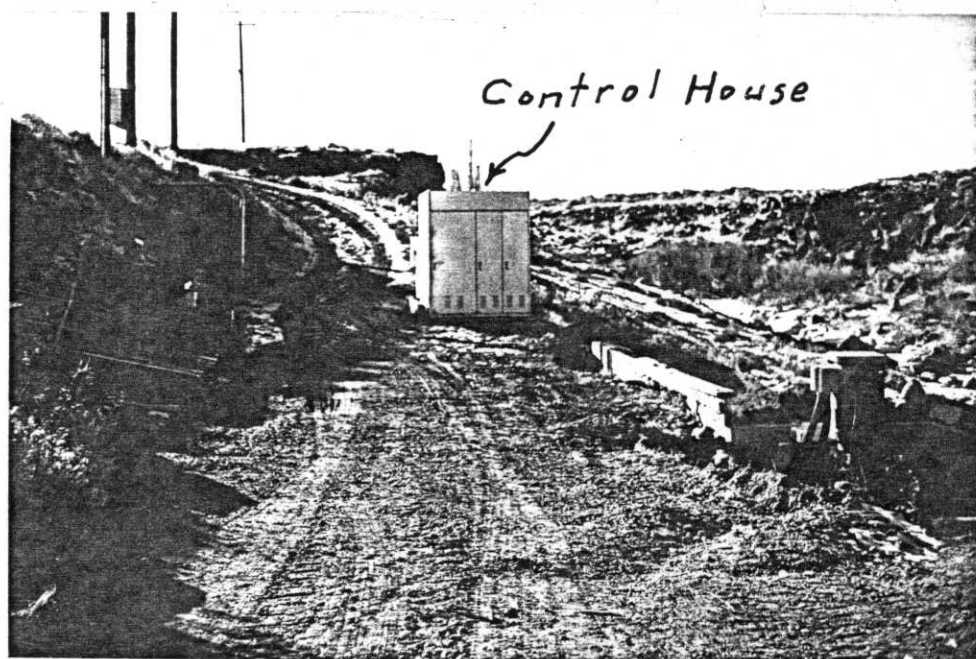
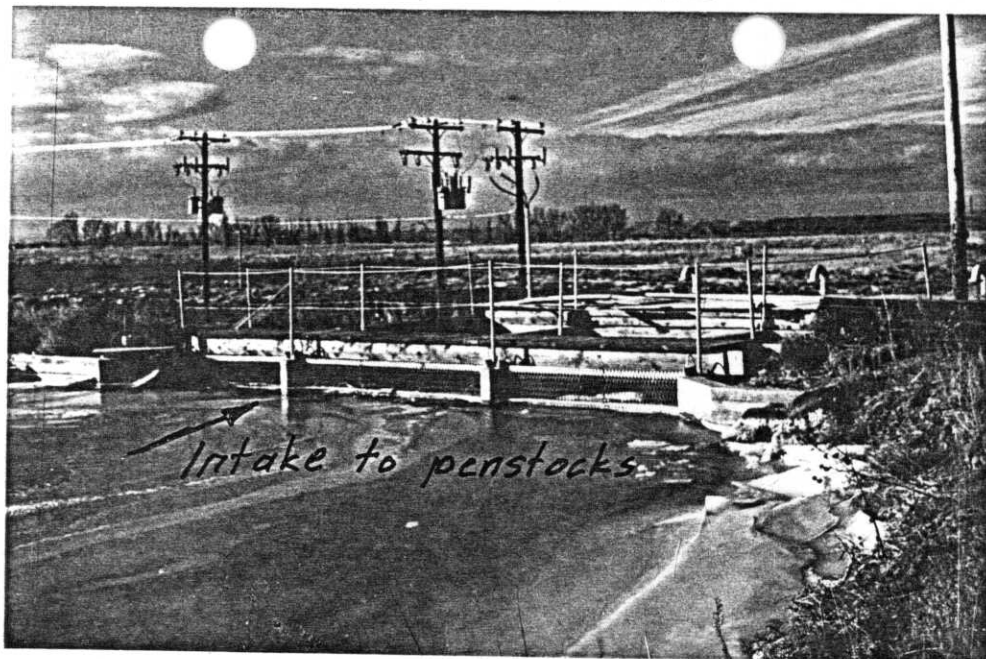
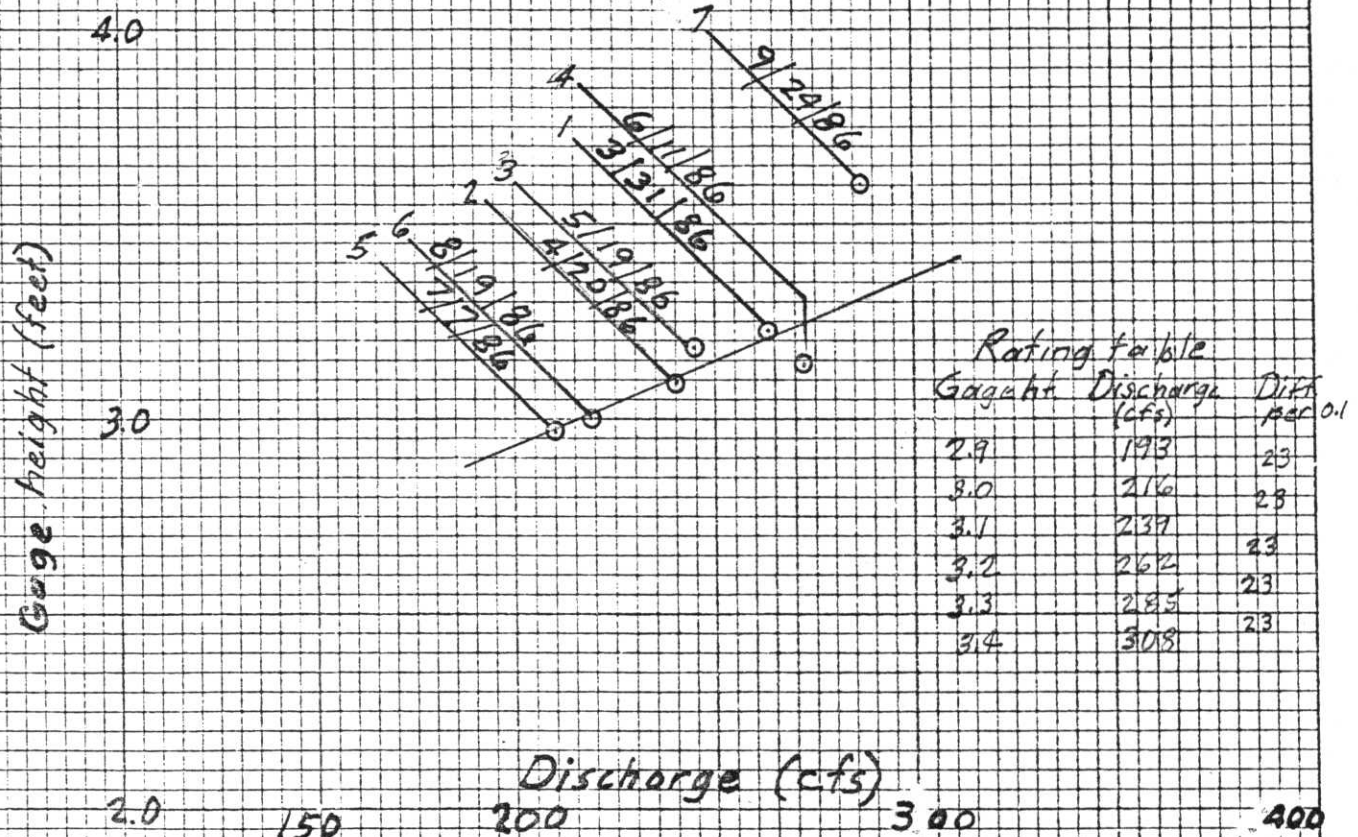


FIGURE 2 B

FIGURE 3

Ravenscroft Power Diversion Canal near Tuttle, Idaho Stage-Discharge Relation



DISCHARGE MEASUREMENTS

No.	Date	Gage height	Discharge (cfs)	% difference made by	made by
1	3/31/86	3.23	264	-3.7	R.J. Newby
2	4/20/86	3.09	240	+0.8	"
3	5/19/86	3.18	244	-5.1	" shift +.06
4	6/11/86	3.13	272	+10.6	" shift +.11
5	7/7/86	2.96	210	+7.5	"
6	8/19/86	3.00	218	-1.4	"
7	9/24/86	3.60	5287	* shift +.29	C.A. Thomas shift +.29

5 Spill of 52 cfs above penstocks

* Measurement made after forebay spillway was raised.

More measurements are needed for new relation.

Note: Small shifts evidently occur from channel shifts and moss.

9-275G
(Mar. 1972)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

WATER RESOURCES DIVISION

Meas. No. _____

Comp. by _____

DISCHARGE MEASUREMENT NOTES

Checked by _____

Sta. No. _____

Rainwater at Diversion Canal on T.H. 16
Date *Sept. 27*, 19*86* Party *CA Thomas & Vico Raimondo*

Width _____ Area _____ Vel. _____ G. H. _____ Disch. _____

Method _____ No. secs. _____ G. H. change _____ in _____ hrs. Susp. _____

Method coef. _____ Hor. ang. coef. _____ Susp. coef. _____ Meter No. _____

GAGE READINGS

Time	Recorder	Inside	Outside
Weighted M. G. H.			
G. H. correction			
Correct M. G. H.			

Type of meter _____

Date rated _____ for _____ ther.

Meter _____ ft. above bottom of weight.

Spin before meas. _____ after _____

Meas. plots _____ % diff. from rating _____

Wading, cable, ice, boat, upstr., downstr., side
bridge _____ feet, mile, above, below
gage, and _____

Check-bar, found _____

changed to _____ at _____

Correct _____

Levels obtained _____

Measurement rated excellent (2%), good (5%), fair (8%), poor (over 8%), based on following
conditions: Cross section _____

Flow _____ Weather _____

Other _____ Air _____ °F(_____

Gage _____ Water _____ °F@ _____

Record removed _____ Intake flushed ^U _____

Observer _____

Control _____

Remarks _____

G. H. of zero flow _____ ft.

Sheet 2 of 2

River at—

Angle and Point	Dist. from initial point	Width	Depth	Current day depth	Revo- lu- tion	Time in sec- onds	VELOCITY		Adjusted for hor. angle or -----	Area	Discharge
							At point	Mean in ver- tical			
	32	2	4.5	10	30	49	1.51	1.57		9.6	12.8
				5	30	42	1.58				
	34	2	4.6		20	44	1.51	1.49		9.6	14.3
					30	45	1.47				
	36	2	4.8		20	46	1.44	1.38		9.6	13.2
					25	42	1.32				
	38	2	4.8		30	47	1.41	1.28		9.6	12.3
					25	48	1.16				
	40	2	4.7		15	43	1.29	1.15		9.4	10.8
					20	40	1.01				
	42	2	3.3	10	25	43	1.29	1.04		6.6	6.86
				6	15	43	.78				
	44	1.75	0.2	10	20	27	.95	.93		3.85	3.66
•	42.5	1.25	1.1	10	20	44	.93	.93		1.38	1.28
	46	.5	0				FW 111610 4 p			0	0
	~~201.93 287.19~~										
	Gage 3.2 C d 10										

.0 .10 .20 .30 .40 .50 .60 .70 .75

16-82085p-1 GPO

[illegible][illegible]



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

July 2, 1986

Vernon Ravenscroft
P.O. Box 893
Boise, ID 83701

Re: Field Exam for Permit Nos. 37-7865 and 37-7922

Dear Mr. Ravenscroft:

On June 5, 1986, you advised this office that Cecil Thomas had been retained as a certified water right examiner to conduct the field examinations in connection with the above-referenced permits. To date, Cecil Thomas has called this office a couple of times, but has not applied for appointment as a certified water right examiner.

The purpose of this ^{late} letter is to follow-up my phone call to your office on July 26, 1986, which advised that beginning on June 29, 1986, the permits would lapse one day of priority for each day after June 29, 1986 that the application for appointment of Mr. Thomas is late. On June 26, 1986, your office advised me that Mr. Thomas would be contacted relative to the matter.

Appointment as a certified water right examiner should be coordinated through Bob Fleenor of this office.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

1s

cc: Bob Fleenor

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MAR 06 1987



te of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

June 12, 1986

Cecil Thomas
3775 N. Locust Grove
Meridian, ID 83642

Dear Mr. Thomas:

Enclosed is an application for appointment as a certified water right examiner which needs to be completed and returned to the department with a filing fee in the amount of \$200.00

Also enclosed is a copy of the Beneficial Use rules and regulations for your use.

If you have any questions, please contact Bob Fleenor at 334-4407.

Sincerely,

L. Glen Saxton
L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

Enclosure

MICROFILMED
MAR 06 1987

4/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EXAMINATION FEE INFORMATION

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by _____
Sent to S.O. _____

RECEIVED

JUN 9 1986

no end. ds

1. Permit No. 138754 327922

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE Department of Water Resources

☐ I choose to have the department make the field examination of this permit; attached is the examination fee. (If this box is marked, complete items 1 thru 8.)

2. Permit Holder: Turner Powercraft - (assignment to Bonneville Pwr Corp)

3. Post Office Address: P.O. 893 - Boise, Idaho 83701

Telephone No. 345-2670

4. Source of Water: Malah River

5. Extent of Use:

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

Irrigation _____ (acres) Other/Remark Hydro Generation

6. Total rate &/or volume for which proof is submitted *1 cfs _____ acre-feet

7. Show the date water was first diverted and beneficially used under this permit:

Dec. 1, 1983

8. Person to contact to accompany the department representative during the field examination:

MICROFILMED

MAR 06 1987

(Name)

(Address)

(Telephone Number)

☒ I choose to have the field examination conducted by a certified water right examiner. Attached is a statement from the certified examiner I have selected verifying that he has been retained to conduct the examination. (If this box is marked, complete items 1 thru 7.) *2

6/5/86
Date

Turner J. Powercraft
Signature of Permit Holder (and title, if appropriate)

*1 This permit combined with two (2) others total 200 C.F.S.
Any new permit will add another 50 C.F.S. for a grand
total of 250 C.F.S.

Carol Thomas - Supervisor is being notified and will mail a verification direct to Mr. Sargent



Consulting Associates, Incorporated

BOISE OFFICE
VERNON RAVENSCROFT
HELEN CHENOWETH

PHONE (208) 345-2670
P.O. BOX 883
BOISE, IDAHO 83701

RECEIVED

JUN 9 1986

June 5, 1986

Department of Water Resources

L. Glen Saxton
Chief, Operations Bureau
State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

37-7865
37-7922

Dear Mr. Saxton,

I have arranged with Cecil Thomas to make a private inspection and certification of the Water Rights for the Ravenscroft project.

You will find attached, the two forms of the Water Permit pertaining to the project.

I have asked Cecil Thomas to send you a verification of his employment.

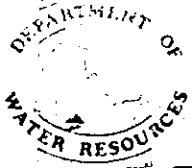
Sincere Regards,

Vernon Ravenscroft
Vernon Ravenscroft

VFR:di
attachments

MICROFILMED

MAR 06 1987



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720

Bonneville Pacific Corp. &
Vernon F. Ravenscroft
200 S. Temple, Suite 300
Salt Lake City, UT 84111

138754

April 30, 1986

CERTIFIED MAIL

EXAMINATION FEE NOTICE

138754

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted for the above-referenced permit, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

Certified water right examiners are licensed engineers, geologists, or land surveyors certified by the department to conduct water right examinations. The procedure for certifying examiners, results from the recently enacted HB 671 and is being developed at this time. A listing

MAR 06 1987

of certified water right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD, THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region

Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region

Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region

Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region

Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,



L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

MICROFILMED

MAR 06 1987

November 20, 1985

Bonneville Pacific Corporation and
Vernon F. Ravenscroft
200 S. Temple, Suite 300
Salt Lake City, UT 84111

Gentlemen:

Re: Permit No. 37-7857, 37-7865 and 37-7922

Returned are three proof of beneficial use forms submitted on the above referenced permits.

Please be advised that proof has been submitted previously by Prudential Leasing Company in September of 1984. It is not necessary to submit proof again even though the permits have changed ownership.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

MICROFILMED

MAR 06 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd. N.
Twin Falls, Idaho 83301
(208) 734-3578

OCTOBER 30, 1984

PRUDENTIAL LEASING CO.
155 EAST 3300 SOUTH
SALT LAKE CITY UT 84115

RE: Permit No. 37-7922

Dear Permit Holder:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this department.

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office by phone at 734-3578 or in person at our office at 1041 Blue Lakes Blvd. N. Twin Falls, Idaho.

Sincerely,
s/Mary A. Newby
Secretary

MICROFILMED

MAR 06 1987

DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has committed development to the extent shown below of Permit No. 37-7922.

Name(s) of Permit Holder: Prudential Leasing Co.

Post Office Address: 155 East 3300 South, Salt Lake City, UT 84115

contact V. Ravenscroft for field inspection. Tel. No. 208-345-2670

Source of Water: Malad River other permits- 37-7865

Extent of Use: ☐ Domestic (number of households) 37-7857

☐ Stockwater (number and type of stock)

☐ Irrigation (acres)

☒ Other power

Measuring Device: Required? ☒ Yes ☐ No Installed? ☒ Yes ☐ No

Access Port: Required? ☐ Yes ☒ No Installed? ☐ Yes ☐ No

The above information is a true statement of the extent to which the above numbered permit has been developed.

SPT 4/1484
Date

MICROFILMED

[Signature]
Signature of Permit Holder P225

PLACE
13 CENT
STAMP
HERE

RECEIVED



RECEIVED

SFP 2 1984

IDAHO DEPARTMENT OF WATER RESOURCES

STATEHOUSE

Department of Water Resources

BOISE, IDAHO 83720



Prudential Leasing Company

Larry R. Stevens
President

155 East 33rd South
Salt Lake City, Utah 84115
(801) 487-8951

an affiliate of

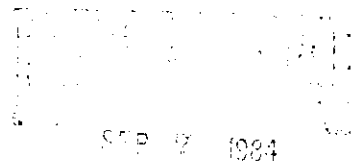


Prudential Financial Services Corporation

and affiliates

- Prudential Federal Savings
- Prudential Commercial Lending Company
- Prudential Mortgage Company
- Prudential Leasing Company
- Prudential Risk Management Company
- Prudential Development Company
- Prudential Securities Company
- Prudential Contract Administration Company
- Olympus Capital Corporation
- Wasatch Management Corporation

September 6, 1984



Department of Water Resources

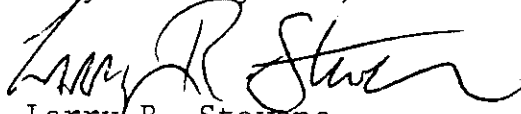
Idaho Water Resources Department
450 West State
Boise, Idaho 83720

Gentlemen:

Enclosed please find 3 executed cards for water permit 37-7857, 37-7865, 37-7922 indicating that we have completed the development indicated.

If you have any questions concerning these, please contact the undersigned.

Very truly yours,


Larry R. Stevens

LRS/tb

Enclosures

CC: Consulting Associates, Inc.

RECORDED

June 15, 1984

RE: Permit Nos. 37-7857, 37-7865 & 37-7922

Prudential Leasing Co.
155 East 3300 South
Salt Lake City, UT 84115

Dear Permit Holder:

This office acknowledges receipt of the Assignment of the above referenced permits to you.

Enclosed for your records are copies of the permits. Be sure to note the special conditions of approval on the fourth pages that identify requirements necessary for developing the permits into licensed water rights.

If you have any questions on this matter, please feel free to contact us.

Sincerely,

KAY WALKER
Chief Clerk

KW:sc
Enclosures

MICROFILMED

LAW OFFICES OF
ROOKER, LARSEN, KIMBALL & PARR
A PROFESSIONAL CORPORATION

SUITE 1300
185 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
TELEPHONE (801) 532-7840

OF COUNSEL
MAAK & MAAK
CHARLES L. MAAK
BRUCE A. MAAK

C. KEITH ROOKER
KENT W. LARSEN
DALE A. KIMBALL
CLAYTON J. PARR
STEPHEN G. CROCKETT
DOUGLAS J. PARRY
DAVID E. GEE
CLARK WADDUPS
ROBERT J. GROW
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SCOTT W. LOVELESS
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BRIAN C. JOHNSON
ROBERT S. CLARK
THOMAS B. GREEN
RICHARD D. CLAYTON
PAUL D. ELLSWORTH
JONATHAN M. RUGA
MICHAEL M. LATER
CAROLYN B. MCHUGH
VICTOR A. TAYLOR

RECEIVED
JUN 8 1984

June 5, 1984

Department of Water Resources

Mr. Jim Johnson
Water Distribution Supervisor
State of Idaho
Department of Water Resources
State House
Boise, ID 83720

RE: Permit Nos. 37-7857, 37-7865 and 37-7922

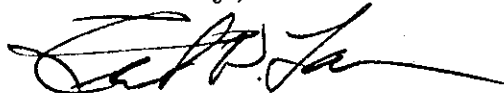
Dear Mr. Johnson:

Pursuant to your letter of May 25, 1984 concerning the above mentioned Permits, I am enclosing the following:

1. The copy of the Assignment of Permits which you sent to us.
2. Three Affidavits for Water Rights which have been executed on behalf of Prudential Leasing Company.
3. A copy of a Certificate of Authority issued by the Idaho Secretary of State concerning the authority of Prudential Leasing Company to transact business in Idaho.

If you require any additional information or documents with respect to the Agreements or the Permits, I would appreciate your calling me.

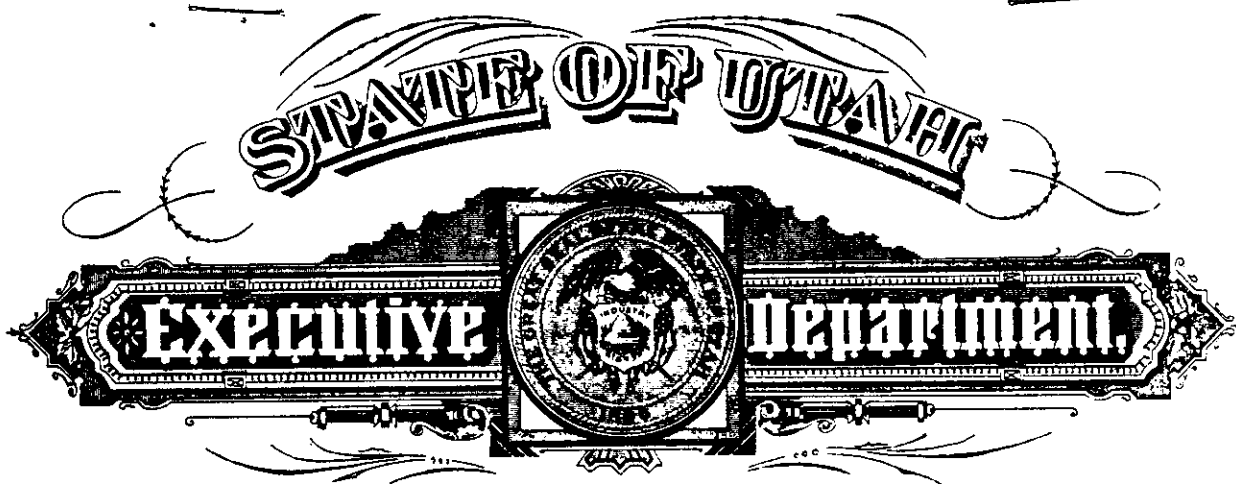
Sincerely,



Kent W. Larsen

KWL:kh
Enclosures: 7

RECEIVED



Office of the Lieutenant Governor

CERTIFICATE OF INCORPORATION

OF

PRUDENTIAL LEASING COMPANY

I, DAVID S. MONSON, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION FOR THE INCORPORATION OF

PRUDENTIAL LEASING COMPANY

DULY SIGNED AND VERIFIED PURSUANT TO THE PROVISION OF THE UTAH BUSINESS CORPORATION ACT, HAVE BEEN RECEIVED IN MY OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, I HEREBY ISSUE THIS CERTIFICATE OF INCORPORATION OF

PRUDENTIAL LEASING COMPANY

AND ATTACH HERETO A DUPLICATE ORIGINAL OF THE ARTICLES OF INCORPORATION. 103530.



IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed the Great Seal of the
State of Utah, at Salt Lake City, this 25 day
of APRIL, 19 83

David S. Monson

MICROFILMED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

May 25, 1984

RE: Permit Nos. 37-7857, 37-7865 & 37-7922

Kent W. Larsen
185 S. State Street, Suite 1300
Salt Lake City, UT 84111

Dear Mr. Larsen:

We are in receipt of the Assignment of Permit form whereby Vernon S. Ravenscroft, Harriet B. Ravenscroft and Bonneville Pacific Corp. assigned to Prudential Leasing Company their right, title and interest in the above referenced permits.

Please be advised, however, that this assignment has not fulfilled the requirements of Sections 42-207 through 42-210, Idaho Code. The provisions of Section 42-207, Idaho Code, require that the Director of the Department of Water Resources receive the assignment together with a statement that the assignee is a bonafide resident of the State of Idaho or a statement that a corporation is qualified to do business in and under the laws of the State of Idaho.

This statement was not received with the assignment document and therefore, the Department cannot yet accept the assignment as a document changing the ownership of the above mentioned permits from Vernon Ravenscroft and Bonneville Pacific Corp. to Prudential Leasing Company.

The said assignments are being returned for each of the permits and enclosed are three blank affidavit of residency forms which should be filled out by a representative of Prudential Leasing Company.

Once these forms have been completed, please return them with the assignment of permit forms and the Department will then be able to formally acknowledge that all requirements for changing ownership of said permits have been fulfilled.

MICROFILMED

Kent W. Larsen
May 25, 1984
Page 2

If you have any questions on this matter, please let us know.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:sc

Enclosures

MICROFILMED

LAW OFFICES OF
ROOKER, LARSEN, KIMBALL & PARR

A PROFESSIONAL CORPORATION

SUITE 1300

185 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
TELEPHONE (801) 532-7840

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PAUL D. ELLSWORTH
JONATHAN M. RUGA
MICHAEL M. LATER
CAROLYN B. McHUGH
VICTOR A. TAYLOR

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MAY 21 1984

Department of Water Resources

May 17, 1984

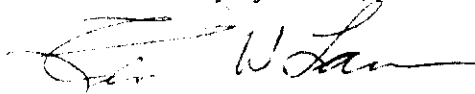
State of Idaho
Department of Water Resources
State Office
450 West State Street
Bosie, Idaho 83720

re: Water Permit No.'s 37-7857, 37-7865, 37-7922

Gentlemen:

Enclosed is an original executed copy of an Assignment of Permit whereby Vernon S. Ravenscroft, Harriet B. Ravenscroft and Bonneville Pacific Corporation assigned to Prudential Leasing Company their interest in Permit No.'s 37-7857, 37-7865, 37-7922. This Assignment has been made solely for security purposes to secure payment of a loan made by Prudential Leasing Company to the assignors. Please note in your records the interest of Prudential Leasing Company in these Permits.

Sincerely yours,



Kent W. Larsen

cc: Craig B. Terry Esq.

KL/mbk



April 19, 1984

Consulting Associates, Inc.
P. O. Box 893
Boise, ID 83701

Dear Mr. Ravenscroft:

Re: Permit Nos. 37-7857, 37-7865 and 37-7922

This office acknowledges receipt of your letter dated April 18, 1984 in which you advise that construction of the diverting works under the above-referenced permits was started in compliance with provisions of Section 42-204, Idaho Code. A copy of your letter will be made a part of each of the above-referenced water right files.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

cc: Bonneville Pacific Corp.

MICROFILMED



Consulting Associates, Incorporated

BOISE OFFICE
VERNON RAVENSCROFT
HELEN CHENOWETH

PHONE (208) 345-2670
P.O. BOX 883
BOISE, IDAHO 83701

April 18, 1984

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APR 19 1984

Mr. Glen Saxton
IDAHO DEPT. OF WATER RESOURCES
Statehouse Mail
Boise, ID 83720

Department of Water Resources

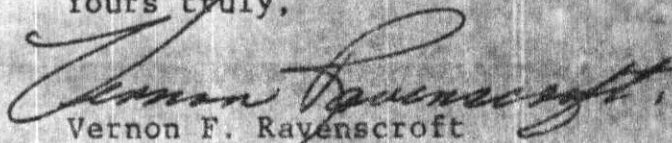
RE: Water Permit No. 37-7857, 7865, 7922

Dear Mr. Saxton:

The purpose of this letter is to advise the State of Idaho Department of Water Resources that construction of the diverting works contemplated by Permit Nos. 37-7857, 37-7865, and 37-7922 was commenced on January 12, 1983, and was substantially completed on December 23, 1983. As you can see, the commencement of construction occurred prior to the deadline of August 9, 1983, contemplated by Section 42-204 of the Idaho Statutes.

I request that you send to me a letter acknowledging your receipt of this letter. Please indicate in such letter that Mr. & Mrs. Ravenscroft and Bonneville Pacific Corporation have now complied with the requirements of Permit No. 37-7857, 7865, and 7922.

Yours truly,


Vernon F. Ravenscroft

VFR:sh

cc: Bonneville Pacific

MICROFILMED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Storehouse
Boise, Idaho 83720
(208) 334-4440

February 13, 1984

Prudential Leasing Co.
155 East 3300 South
Salt Lake City, UT 84115

Attention: Larry Stevens

RE: Assignment of Water Permit Nos. 37-7857, 37-7865 & 37-7922

Gentlemen:

The purpose of this letter is to clarify the first paragraph of the Department's February 7, 1984 letter in connection with the above referenced permits.

The first paragraph of the February 7, 1984 letter should read as follows:

"The purpose of this letter is to confirm that the State of Idaho Department of Water Resources has previously approved the assignment of Water Permit Nos. 37-7857, 37-7865 and 37-7922 (hereafter referred to as the "permits") from Vernon Ravenscroft to Vernon F. Ravenscroft and Harriett B. Ravenscroft and Bonneville Pacific Corporation. Such assignment is valid and has been confirmed as reflected in the attached letter dated January 28, 1983."

Also, enclosed is a copy of my February 7, 1984 letter to Vernon F. Ravenscroft, Harriett B. Ravenscroft and Bonneville Pacific Corp. clarifying the season of use for permit 37-7865.

If this office can be of further assistance, please contact us.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:sc

Enclosure

cc: Craig B. Terry

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

February 7, 1984

Vernon F. Ravenscroft
Harriett B. Ravenscroft
Bonneville Pacific Corporation
200 East South Temple, Suite 310
Salt Lake City, UT 84111

Gentlemen:

Re: Water Permit No. 37-7865

The purpose of this letter is to confirm that Permit No. 37-7865, a copy of which is attached hereto, permits the use of water from January 1 to December 31 (both dates inclusive). A typographical error appears on the face of Permit No. 37-7865, which incorrectly indicates that the water may be used from January 1 to December 1 (both dates inclusive).

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

Enclosure

MICROFILMED

February 7, 1984

Prudential Leasing Company
155 East 3300 South
Salt Lake City, UT 84115

Attention: Larry Stevens

Gentlemen:

Re: Assignment of Water Permit Nos. 37-7857, 37-7865 and 37-7922

The purpose of this letter is to confirm that the State of Idaho Department of Water Resources has previously approved the assignment of Water Permit Nos. 37-7857, 37-7865 and 37-7922 (hereinafter referred to as the "permits") from Vernon Ravenscroft and Bonneville Pacific Corporation. Such assignment is valid and has been confirmed as reflected in the attached letter dated January 28, 1983.

This office has been advised that in connection with certain financing to be obtained by Vernon Ravenscroft, Harriet B. Ravenscroft and Bonneville Pacific Corporation, Mr. and Mrs. Ravenscroft and Bonneville Pacific Corporation intend to assign to Prudential Leasing Company as collateral security their rights under the permits. This letter shall confirm to Prudential Leasing Company that the collateral assignment by Mr. and Mrs. Ravenscroft and Bonneville Pacific Corporation to Prudential Leasing Company of their rights under the permits will not affect the validity of the permits for the continued use thereof by Mr. and Mrs. Ravenscroft and Bonneville Pacific Corporation assuming Prudential Leasing Company is qualified to do business under the laws of the State of Idaho. An original of the assignment together with evidence showing Prudential's qualifications to do business in Idaho should be filed with the Department of Water Resources before the Department will consider Prudential Leasing Company to be the owner of the permit.

I would like to point out that Permit No. 37-7857 is subject to the provisions of Section 42-204, amended in 1982, which requires the start of construction of the diverting works within one (1) year of permit issuance unless the permit holder is interrupted by circumstances over which he has no control. Since Permit No. 37-7857 was issued on August 9, 1982 and the file

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FEB 14 1984

February 7, 1984

does not show that construction work has started, a letter for the Department's file addressing this issue is appropriate. I have enclosed a copy of Section 42-204 for your information.

Please feel free to contact this office if you have questions.

Sincerely,

NORMAN C. YOUNG

Enclosures 2

cc: Craig B. Terry

MICROFILMED

LAW OFFICES OF
PARSONS, BEHLE & LATIMER

A PROFESSIONAL CORPORATION

185 SOUTH STATE STREET, SUITE 700
POST OFFICE BOX 11898
SALT LAKE CITY, UTAH 84147
TELEPHONE (801) 532-1234
TELECOPIER (801) 521-9868

1101 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 659-0862

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

OF COUNSEL
GEORGE W. LATIMER
CONSTANCE K. LUNDBERG

KEITH E. TAYLOR
JAMES B. LEE
JOHN A. DAHLSTROM
GORDON L. ROBERTS
F. ROBERT REEDER
WILLIAM L. CRAWFORD
LAWRENCE E. STEVENS
DANIEL M. ALLRED
HOWARD J. MARSH
YAN M. ROSS
ERIE V. BOORMAN
DAVID S. DOLOWITZ
KENT W. WINTERHOLLER
KATHLENE W. LOWE
BARBARA K. POLICH
RANDY L. DRYER
CHARLES H. THRONSON
DAVID R. BIRD
RAYMOND J. ETCHEVERRY
FRANCIS M. WIKSTROM
DAVID W. TUNDERMANN
KREGE B. CHRISTENSEN
JAMES M. ELEGANTE
DAVID P. HIRSCHI

C.C. PARSONS
1907-1968

CALVIN A. BEHLE
1947-

VAL R. ANTCHAK
PATRICK J. GARVER
SPENCER E. AUSTIN
JOHN B. WILSON
ROBERT C. HYDE
CRAIG B. TERRY
DAVID A. ANDERSON
KENT O. ROCHE
PATRICIA J. WINMILL
JAN P. BENSON
RANDY M. GRIMSHAW
J. STEPHEN RUSSELL
T. PATRICK CASEY
ALICE L. HEARST
HENRY D. MARSH
D. R. CHAMBERS
BYRON W. MILSTEAD
LOIS A. BAAR
JAMES E. MORTON
MICHAEL L. LARSEN
JONATHAN K. BUTLER
SUSAN R. POULTER

January 27, 1984

Mr. Norman C. Young,
Administrator
Resources Administration Division
State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

Re: Water Permits Nos. 37-7857, 37-7865 and 37-7922

Dear Mr. Young:

Pursuant to our telephone conversation, I am enclosing a draft of a letter requested by Vernon F. Ravenscroft, Harriett B. Ravenscroft and Bonneville Pacific Corporation in connection with certain financing being obtained by said parties from Prudential Leasing Company. Please return to me at your earliest convenience a letter in the form attached hereto on State of Idaho, Department of Water Resources letterhead. If you have any problems with any of the statements contained in the attached letter, please telephone me so that we may discuss them.

Also enclosed is a draft of a letter regarding the typographical error that appears on Permit No. 37-7865. If you find this letter to be acceptable, please cause it to be prepared on State of Idaho, Department of Water Resources letterhead and return it to me.

363-1900
MICROFILMED

State of Idaho
Department of Water Resources
January 27, 1984
Page 2

Thank you very much for your cooperation in connection
with this request.

Very truly yours,

Craig B. Terry

Craig B. Terry
of and for
PARSONS, BEHLE & LATIMER

CBT/mp
enc
4422M

MICROFILMED



34274365

CONSIGNEE

FORWARDER AIRBILL NO.

SHIPPER'S ACCOUNT NO.	SHIPPER'S REFERENCE	ORIGIN
093401110	0972.2	



DESTIN.	DATE
B01	1/27
PIECES	WEIGHT
1	0.1

FROM (SHIPPER) SENT BY:
CRAIG H. TERRY
SALT LAKE CITY, UT
84111

TO (CONSIGNEE) ATTN. OF:
Mr. Norman C. Young, Administrator
Resources Administration Division
Idaho State Dept. of Water Resources
Statehouse

PLEASE USE FULL ADDRESSES
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TELEX/PHONE
17011501234

ZIP CODE, Idaho
83720

TELEX/PHONE

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INSURANCE: DO YOU REQUIRE
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* NOT TO EXCEED \$10,000 OR EQUIVALENT

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1/30/81

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MICROFILMED

January 28, 1983

David P. Hirschi
Parsons, Behle & Latimer
185 S. State St.
Box 11898
Salt Lake City, UT 84147

Re: Assignment of Permits Nos. 37-7857, 37-7865 and 37-7922

Dear Mr. Hirschi:

The purpose of this letter is to confirm our telephone conversation of this date in which I indicated that we have indeed received all the documentation that we need to process the assignment of the above-referenced permits from Vernon Ravenscroft to Vernon Ravenscroft and Harriett B. Ravenscroft and Bonneville Pacific Corporation. Please consider the assignment to be valid and confirmed.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:sc

cc: Vernon Ravenscroft

MICROFILMED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

January 19, 1983

David P. Hirschi
Parsons, Behle & Latimer
185 S. State St.
Box 11898
Salt Lake City, UT 84147

Re: Assignment of Permits Nos. 37-7857, 37-7865 and 37-7922 in the name
of Vernon Ravenscroft

Dear Mr. Hirschi:

This office has reviewed your letter dated November 23, 1982, and the associated proposed Assignment of Water Rights, relating to the above-referenced permits.

At this time, the proposed assignment as drafted appears to be acceptable. Our file contains evidence that the Bonneville Pacific Corporation has registered with the office of the Secretary of State. Therefore, the corporation is qualified to do business in Idaho, and as such can complete and return the enclosed Form 205/206 when the assignment is submitted. If the Assignment has not yet been signed, you may want to consider modification of item 4(a) on page 2, which appears to prematurely state that all conditions of the permit have already been met.

If you wish to discuss the assignment procedure, please feel free to contact me.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:sc

Enclosure

cc: Vernon Ravenscroft

MICROFILMED

November 30, 1982

Ravenscroft Ranch Hydro Electric Project
c/o Vernon F. Ravenscroft
P. O. Box 893
Boise, ID 83701

Bonneville Pacific Corporation
200 East South Temple, Suite 310
Salt Lake City, UT 84111

Gentlemen:

The Department of Water Resources has reviewed the proposed Assignment of Water Rights and Permits pertaining to Permit Nos. 37-7857, 37-7865 and 37-7922, as amended, relating to the Ravenscroft Ranch Hydro Electric Project in Gooding County, Idaho.

You have filed the information required under Sections 42-206 and 42-207, Idaho Code, and the Director of the Department of Water Resources is satisfied that you have complied with the requirements of said sections.

Very truly yours,

NORMAN C. YOUNG
Administrator
Resources Administration Division

NCY:alw

MICROFILMED

State of Idaho



Department of State.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcript of the articles of incorporation of BONNEVILLE PACIFIC CORPORATION, a Utah corporation, received and filed in this office on the 30th day of November, 1982, as appears of record in this office as of this date.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

Done at Boise, Idaho, this 30th day of
November A.D., 19 82.

Pete T. Cenarrusa
Pete T. Cenarrusa

Secretary of State

Marilyn Johnson

Corporation Clerk

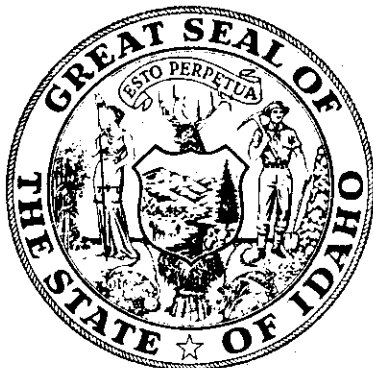


CERTIFICATE OF AUTHORITY
OF
BONNEVILLE PACIFIC CORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of BONNEVILLE PACIFIC CORPORATION for a Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to BONNEVILLE PACIFIC CORPORATION to transact business in this State under the name BONNEVILLE PACIFIC CORPORATION and attach hereto a duplicate original of the Application for such Certificate.

Dated November 30, 1982.



Pete T. Cenarrusa

SECRETARY OF STATE

Marilyn Johnson
Corporation Clerk

APPLICATION FOR CERTIFICATE OF AUTHORITY

To the Secretary of State of Idaho.

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is BONNEVILLE PACIFIC CORPORATION
2. *The name which it shall use in Idaho is BONNEVILLE PACIFIC CORPORATION
3. It is incorporated under the laws of UTAH
4. The date of its incorporation is March 28, 1980 and the period of its duration is Perpetual
5. The address of its principal office in the state or country under the laws of which it is incorporated is 200 East South Temple, #300, Salt Lake City, Utah 84111
6. The street address of its proposed registered office in Idaho is 3585 Twilight Drive, Boise, Idaho 83703, and the name of its proposed registered agent in Idaho at that address is Leon Blaser
7. The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are:
To engage in and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Idaho Business Corporation Act.
8. The names and respective addresses of its directors and officers are:

Name	Office	Address
<u>Raymond L. Hixson</u>	<u>President/Director</u>	<u>200 East South Temple</u>
<u>L. Wynn Johnson</u>	<u>Vice President/"</u>	<u>"</u>
<u>Robert L. Wood</u>	<u>Sec/Tres./"</u>	<u>"</u>
<u>John T. Dunlop</u>	<u>Director</u>	<u>"</u>

9. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>50,000</u>	<u>Common</u>	<u>\$1.00/share</u>

(continued on reverse)

10. The aggregate number of its issued shares, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
<u>1,000</u>	<u>Common</u>	<u>\$1.00/share</u>

11. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

12. This Application is accompanied by a copy of its articles of incorporation and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated November 16, 19 82.

BONNEVILLE PACIFIC CORPORATION

By

Raymond L. Hixson

Its

President

and

Robert L. Wood

Its

Secretary

STATE OF UTAH)

)ss:

COUNTY OF SALT LAKE)

I, Wickie G. Souwall, a notary public, do hereby certify that on this 16th day of November, 19 82, personally appeared before me Raymond L. Hixson,

who being by me first duly sworn, declared that he

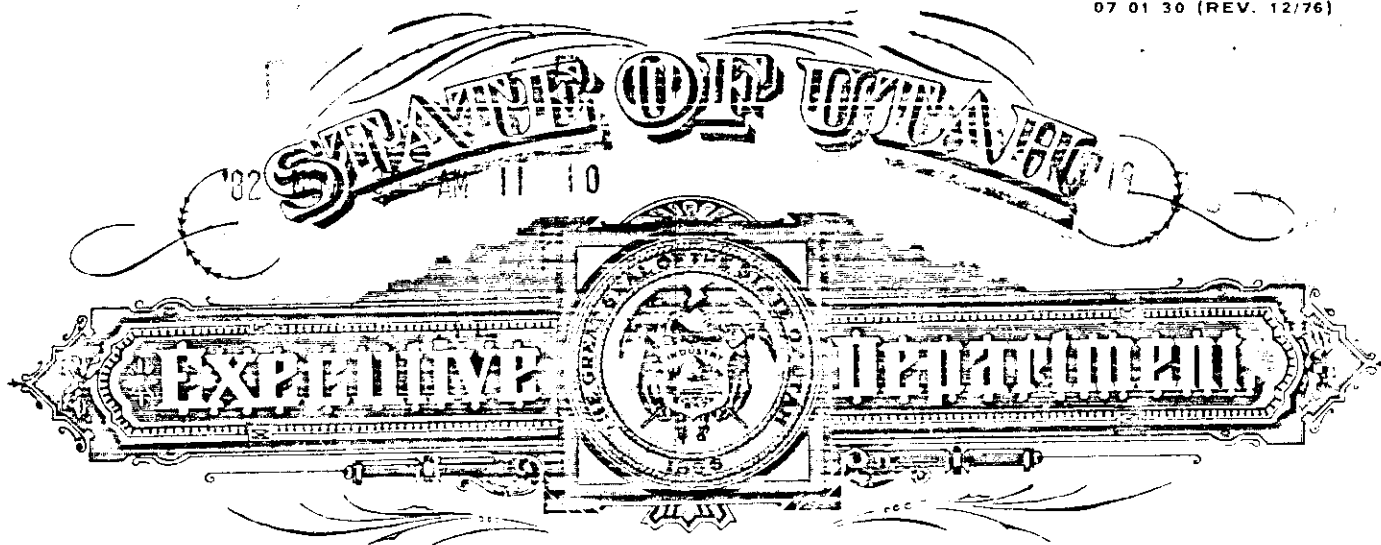
is the President of BONNEVILLE PACIFIC CORPORATION and

Robert L. Wood, who being by me first duly sworn, declared that

^{they} he is the Secretary/Treasurer of BONNEVILLE PACIFIC CORPORATION that ~~he~~ signed the foregoing document as President & Secretary of the corporation and that the statements therein contained are true.

Wickie G. Souwall
Notary Public

*Pursuant to section 30-1-108(b)(1), Idaho Code, if the corporation assumes a name other than its true name, this application must be accompanied by a resolution of the Board of Directors to that effect.



Office of Lt. Governor/Secretary of State
 CERTIFICATE OF AMENDMENT

OF

BONNEVILLE PACIFIC CORPORATION

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, hereby certify that duplicate originals of Articles of Amendment to the Articles of Incorporation of

BONNEVILLE PACIFIC CORPORATION
 HIXSON PACIFIC CORPORATION

formerly

duly signed and verified pursuant to the provisions of the Utah Business Corporation Act, have been received in my office and are found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation of

BONNEVILLE PACIFIC CORPORATION

and attach hereto a duplicate original of the Articles of Amendment.

File No. #86113

IN TESTIMONY WHEREOF, I have
 hereunto set my hand and affixed the
 Great Seal of the State of Utah at Salt
 Lake City, this 6th day of
 August 19 81 A.D.

MICROFILMED

David S. Monson
 LT. GOVERNOR/SECRETARY OF STATE

FILED IN THE OFFICE OF THE CLERK OF THE
STATE, OF THE COUNTY OF SALT LAKE, ON AUGUST 11, 1981
BY _____

DAVID C. WENTZ
CLERK OF THE STATE

NOTARIAL FEE \$25.00
ARTICLES OF AMENDMENT

HIXSON & COMPANY

Pursuant to the provisions of the Utah Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST

The name of the Corporation is Hixson & Company.

SECOND

The following amendment to the Articles of Incorporation was adopted by the Directors of the Corporation on August 5, 1981 and by all of the stockholders of the Corporation in the manner prescribed by the laws of the State of Utah and the Articles of Incorporation of the Corporation:

BE IT RESOLVED, that Article I of the Corporation be amended as follows:

The name of the Corporation is Bonneville Pacific Corporation.

THIRD

1,000 shares of the capital stock of the Corporation are now outstanding, all of which are held by the following named individuals:

<u>Name</u>	<u>Address</u>	<u>Number of Shares</u>
Raymond L. Hixson	3985 Prospector Drive Salt Lake City, UT 84121	100
Kingdom Corporation	200 East South Temple Salt Lake City, UT 84111	900

Said stockholders, by their signatures hereto annexed, do hereby ratify and approve this amendment.

Executed by the undersigned at 200 East South Temple, Salt Lake City, Utah on August _____, 1981.

RECORDED

Raymond L. Hixson
Raymond L. Hixson

KINGDOM CORPORATION

by: John T. Dunlop
John T. Dunlop

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Wickie L. Scurall, a Notary Public hereby
certify on the 6th day of August, 1981, Raymond L. Hixson and
John T. Dunlop personally appeared before me who, being by me
first duly sworn, severally declared that they are the persons
who signed the foregoing document and that the statements therein
contained are true.

Dated this 6th day of August, 1981.

Wickie L. Scurall
NOTARY PUBLIC

Residing at:

Salt Lake City, Utah

My Commission Expires:

11-1-84

MICROFILMED

RECEIVED

07 01 32 (REV. 12/76)

CERTIFICATE OF INCORPORATION
'82 NOV 30 AM 11 10
OF

FILE
HIXSON & COMPANY, INC.

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of

HIXSON & COMPANY, INC.

duly signed and verified pursuant to the provisions of the Utah Business Corporation Act, have been received in my office and are found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation of

HIXSON & COMPANY, INC.

and attach hereto a duplicate original of the Articles of Incorporation.

FILE #86113

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the
Great Seal of the State of Utah, at
Salt Lake City, this 28th day of
March, 1980.*

David S. Monson

LT. GOVERNOR/SECRETARY OF STATE

MICROFILMED

ARTICLES OF INCORPORATION
OF

March ^{28th}/₈₀ HIXSON & COMPANY, INC.

BS 50.00

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Utah Business Corporation Act, adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is Hixson & Company, Inc.

ARTICLE II

The duration of the corporation is perpetual.

ARTICLE III

The corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be organized under said Act, including but not limited to the following:

(a) To conduct, participate, consult in and promote all types of business research and the management of any business or business related enterprise, and to engage in all forms of commercial promotion and advertising.

(b) To engage in the business of buying, selling, dealing in or with, in any manner whatsoever all manners of property, real or personal, and any interest therein.

(c) To acquire by purchase, exchange, give, bequest, subscription or otherwise, and to hold, own, mortgage, pledge, hypothecate, sell, assign, transfer, exchange, or otherwise dispose of or deal in or with its own corporate securities to the extent permitted by law or stock or other securities, including without limitations any shares of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates, receipts or other instruments representing rights or interests

MICROFILMED

therein or any property or assets created or issued by any person, firm association, or corporation, or any government or subdivision, agencies or instrumentalities thereof; to make payment therefor in any lawful manner or to issue in exchange therefor its own securities or to use its unrestricted and unreserved earned surplus for the purchase of any securities, any and all rights, powers and privileges in respect thereof.

(d) To enter into any lawful arrangement for sharing profits, union of interest, reciprocal association or cooperative association with any corporation, association, partnership, individual or other legal entity for the carrying on of any business and to enter into any general or limited partnership for the carrying on of any business.

(e) To do each and every thing necessary, suitable, or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or which may at any time appear conducive to or expedient for protection or benefit of this corporation, and to do said acts as fully and to the same extent as natural persons might or could do in any part of the world as principals, agents, partners, trustees or otherwise, either along or in conjunction with any other person, association or corporation.

The foregoing provisions shall be construed both as purposes and powers and shall not limit or restrict in any manner the general powers of this corporation and the enjoyment and exercise thereof as conferred by the laws of the State of Utah.

ARTICLE IV

The principal place of business of said corporation shall be at Salt Lake City, Utah, but the corporation shall be authorized to do business at any place or places in the State

of Utah, and elsewhere in the United States, as shall be deemed advisable or to the best interest of the corporation.

ARTICLE V

The total number of shares of all classes which the corporation shall have authority to issue is fifty thousand (50,000) shares, divided into forty-five thousand (45,000) Class A Shares of the par value of one dollar (\$1.00) each herein called "Class A Shares") and five thousand (5,000) Class B Shares of the par value of one dollar (\$1.00) each (herein called "Class B Shares").

The following is a statement of the designation, preferences, and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the classes of shares of the corporation:

1. 45,000 Class A Shares, which Shares shall possess all of the rights provided under the laws of the State of Utah except, however, in the event of any voluntary or involuntary dissolution, liquidation or winding up of Shares shall be entitled to receive or be paid, as may be the case, \$1.00 per share plus an amount equal to all declared and unpaid dividends thereon, and no more (in the case of voluntary or involuntary dissolution, liquidation or winding up as aforesaid, the holders of Class A Shares shall be entitled to receive from the net assets of the corporation, \$1.00 per share, plus an amount equal to all declared and unpaid dividends thereon, if any, and no more, before any distribution shall be made to the holders of Class B Shares). Any and all net assets of the corporation that shall remain after the aforementioned payment shall have been made to the holders of Class A Shares shall be distributed solely to the holders of Class B Shares on the basis provided for herein.

2. 5,000 Class B Shares which Shares shall possess all of the rights provided for by the laws of the State of Utah except as follows:

(a) In the event of any voluntary or involuntary dissolution, liquidation or winding up of the affairs of the corporation, the holders of Class B Shares shall be entitled to receive a distribution only after the preference payments to the holders of Class A Shares have been made as provided for herein and any net assets of the corporation remaining thereafter shall be distributed pro rata to the holders of Common Shares.

ARTICLE VI

These Articles of Incorporation may be amended by the affirmative vote of a majority of the shares entitled to vote on each such amendment.

ARTICLE VII

The shareholders shall have no pre-emptive rights to acquire additional securities of the corporation; and there shall be no cumulative voting by shareholders at any election or directors of the corporation.

ARTICLE VIII

The authorized and treasury stock of the corporation may be issued at such time, upon such terms and conditions and for such consideration but not less than the par value thereof as the Board of Directors shall determine.

ARTICLE IX

The corporation will not commence business until consideration of a value of at least \$1,000.00 has been received for the issuance of shares.

ARTICLE X

The address of the corporation's initial registered office and the name of its original registered agent at such address is:

John T. Dunlop
200 East South Temple #300
Salt Lake City, Utah 84111

ARTICLE XI

The number of directors constituting the Board of Directors of the corporation shall be no more than five and no less than three. The number of directors may be changed within said minimum limits as may be determined from time to time by resolution of the Board of Directors. The names and addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are elected and qualify are:

UNRECORDED

John T. Dunlop

1016 N. Bonneville
Salt Lake City, Utah 84103

Joe L. Logan

10707 Dimple Dell Road
Sandy, Utah 84070

Raymond L. Hixson

3985 Prospector Drive
Salt Lake City, Utah 84121

The name and address of each incorporator is:

Robert L. Wood

2427 E. Okeson Circle
Salt Lake City, Utah 84117

Craig Liske

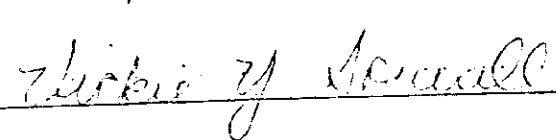
811 Third Avenue
Salt Lake City, Utah 84103

Vickie Y. Souvall

1462 Sherman Avenue
Salt Lake City, Utah 84105

Executed this 28th day of March, 1980.





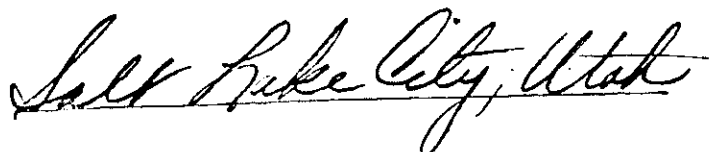
STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

I, Barbara E. Walton, a Notary Public, hereby certify on the 28th day of March, 1980, Robert L. Wood, Craig Liske, and Vickie Y. Souvall personally appeared before me who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

Dated this 28th day of March, 1980.


Barbara E. Walton

Residing at:



My Commission Expires:

May 10, 1982

MICROFILMED

No. 71423

Foreign-Utah

-Articles of Incorporation-
of

BONNEVILLE PACIFIC CORPORATION

Duration: Perpetual

Stock: \$50,000.00

Registered Agent:

STATE OF IDAHO
Department of State
Boise, Idaho

Leon Blaser
3585 Twilight Drive
Boise, Idaho 83703

Approved, filed and admitted to the
corporation records of the State
of Idaho

Date November 30, 1982

Time 11:10 a.m.

FEES PAID

Filing \$ 60.00

Tax \$ 15.00

Pete T. Cenarrusa

SECRETARY OF STATE

By: *Marilyn Johnson*

Filed by: Bonneville Pacific Corporation
200 East South Temple, Suite 300
Salt Lake City, Utah 84111

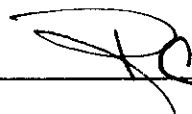
MICROFILMED

INTER-DEPARTMENT MEMO — 1

FROM *Ray Carlson*DATE *11/22/82*TO *Files*SUBJECT *37-7922, 37-7857 & 37-7865*

A representative from Vernon Ravenscroft's office picked up the approved copies of the Amendment For Permit. Therefore no cover letter was done.

MICROFILMED


SIGNATURE



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

October 29, 1982

RE: Water Permit Nos. 37-7857
37-7865
37-7922

Vernon F. Ravenscroft
P. O. Box 893
Boise, ID 83701

Dear Vern:

This letter is in response to your question of the need for a stream alteration permit to cover the removal of rock reefs and gravel down stream from the proposed project. A separate stream channel alteration permit is not required by the department. The water permits condition the blasting to low flow periods.

I would recommend that when you have determined the extent of work to be done that you contact the Twin Falls office for a field review.

Sincerely,

A. KENNETH DUNN
Director

AKD:alw

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

August 18, 1982

RE: Permit Nos. 37-7857, 37-7865 and 37-7922

Vernon Ravenscroft
P.O. Box 893
Boise, ID 83701

Dear Mr. Ravenscroft:

Enclosed are copies of your approved applications for permit. We direct your attention to the conditions of approval on the fourth pages.

Be sure to note the special condition requiring you to install a measuring device and lockable controlling works that will enable the watermaster to control your rate of diversion.

The 1982 Idaho Legislature added a requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and must proceed diligently until the project is completed. The enclosed blue cards must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Making Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop these permits into licenses.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

kw
Enclosures

RECEIVED
AUG 22 1982
WATER RESOURCES

RECEIVED

INTER-DEPARTMENT MEMO — 1

FROM Loken Holmes
TO Glen Saxton

JUL 17 1982

Department of Forest Resources

DATE

7/16/82

put copy of letter in file.

SUBJECT 37-7857, 7865, 7922 - Ravenscroft

I Called Peter Bowler in regard to his late Protest.
I explained that a Conference had already been held prior
to my response to his late Protest, & I asked if he had
any other concerns with the project.

He said he did not object to the project, provided
that the FERC Approval had been granted & the stream was protected
from complete dewatering.

LH

SIGNATURE

MICROFILMED

RECEIVED

INTER-DEPARTMENT MEMO — 1

FROM Loten Holmes

JUL 8 1982

DATE 7/2/82

TO Glenn Saxton

Department of Water Resources

SUBJECT Ravenscroft 37-7857, 7865, 7922

Attached are Agency Comments.

Alex Schaefer indicated by phone that he had no comments

LH

SIGNATURE

MICROFILMED



STATE OF IDAHO

DEPARTMENT OF LANDS

STATEHOUSE, BOISE, IDAHO 83720

GORDON C. TROMBLEY
DIRECTOR

RECEIVED

APR 14 1982

Department of Water Resources
Southern District Office

April 12, 1982

Department of Water Resources
Southern Region
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

STATE BOARD OF LAND COMMISSIONERS

JOHN V. EVANS
GOVERNOR AND PRESIDENT
PETE T. CENARRUSA
SECRETARY OF STATE
DAVID H. LEROY
ATTORNEY GENERAL
JOE R. WILLIAMS
STATE AUDITOR
JERRY L. EVANS
SUP'T OF PUBLIC INSTRUCTION

RE: Ravenscroft, Vernon
37-7865, 37-7857,
37-7922

Gentlemen:

The work proposed in the above numbered applications will not affect state land or a navigable stream. A permit from this Department will not be required.

Thank you for sending the applications for our review.

Very truly yours,

William A. Scribner
WILLIAM A. SCRIBNER, Chief
Bureau of Navigable Waters

WAS:bv

MICROFILMED

EQUAL OPPORTUNITY EMPLOYER

IDAHO DEPARTMENT OF FISH AND GAME
REGION 4
868 East Main • Box 428
Jerome • Idaho • 83338

RECEIVED

July 1, 1982

JUL 2 1982

Department of Water Resources
Southern District Office

Mr. Loren O. Holmes
Southern Region Supervisor
Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Re: Application for Permit #'s 37-7865, 37-7857 and 37-7922
Big Wood River, Vernon Ravenscroft

Dear Loren:

The Department of Fish and Game has reviewed the above described project. We have no objection to the proposed work provided blasting in the stream is conducted during a low flow period. Our recommendation is work should be done at flows not exceeding 50 cfs.

Sincerely,



William E. Webb
Regional Supervisor

cc: Bureau of Program Coordination

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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. West
Twin Falls, Idaho 83301
(208) 734-3570

April 6, 1982

Mr. Bill Scribner
Idaho Department of Lands
Statehouse
Boise, Idaho 83720

Re: Application for Permit 37-7866 - 37-7857 - 37-7922

Dear Mr. Scribner:

The attached material describes a stream alteration proposed for the Malheur River in the SW1, Sec. 29, T6S, R14E.

The alteration is proposed by Vernon F. Ravenscroft, P. O. Box 891, Boise, Idaho 83701, and is associated with water right applications 37-7857, 37-7866, and 37-7922, copies of which are attached.

The Department has determined that a permit to make the alteration is required under the Stream Channel Protection Act. (IDAHO CODE, Title 42, Chapter 6).

Following the required review under the Stream Channel Act, the Department proposes to incorporate any approval given into the conditions of approval on the associated water right permit.

Please review the proposed stream alteration and submit comments to the office within 30 days.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

April 6, 1982

Mr. Alex Schaefer
Idaho Department Health & Welfare
Division of Environment
P. O. Box 1626
Twin Falls, Idaho 83301

Re: Application for Permit 37-7065 - 37-7857 - 37-7922

Dear Mr. Schaefer:

The attached material describes a stream alteration proposed for the Malheur River in the SW1, Sec. 29, T6S, R14E.

The alteration is proposed by Vernon F. Ravenscroft, P. O. Box 891, Jordan, Idaho 83301, and is associated with water right applications 37-7407, 37-7665 and 37-7922, copies of which are attached.

The Department has determined that a permit to make the alteration is required under the Stream Channel Protection Act. (IDAHO CODE, Title 42, Chapter 301).

Following the required review under the Stream Channel Act, the Department proposes to incorporate any approval given into the conditions of approval on the associated water right permit.

Please review the proposed stream alteration and submit comments to this office within 30 days.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Enc

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83201
(208) 734-3578

April 6, 1982

Mr. Bob Bell,
Regional Fisheries Biologist
Idaho Department Fish & Game
Region 4
P.O. Box 428
Jerome, Idaho 83338

Re: Application for Permit 37-7865 - 37-7857 - 37-7922

Dear Mr. Bell:

The attached material describes a stream alteration proposed for the Snake River in the SW1, Sec. 29, T6S, R16E.

The alteration is proposed by Vernon F. Ravenscroft, P. O. Box 614, Boise, Idaho 83701, and is associated with water right applications 37-7865, 37-7857, and 37-7922, copies of which are attached.

The Department has determined that a permit to make the alteration is required under the Stream Channel Protection Act. (IDAHO CODE, Title 17, Chapter 18).

Following the required review under the Stream Channel Act, the Department proposes to incorporate any approval given into the conditions of approval on the associated water right permit.

Please review the proposed stream alteration and submit comments to this office within 30 days.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl

MICROFILMED

RECEIVED

UNITED STATES
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

MAR 27 1982

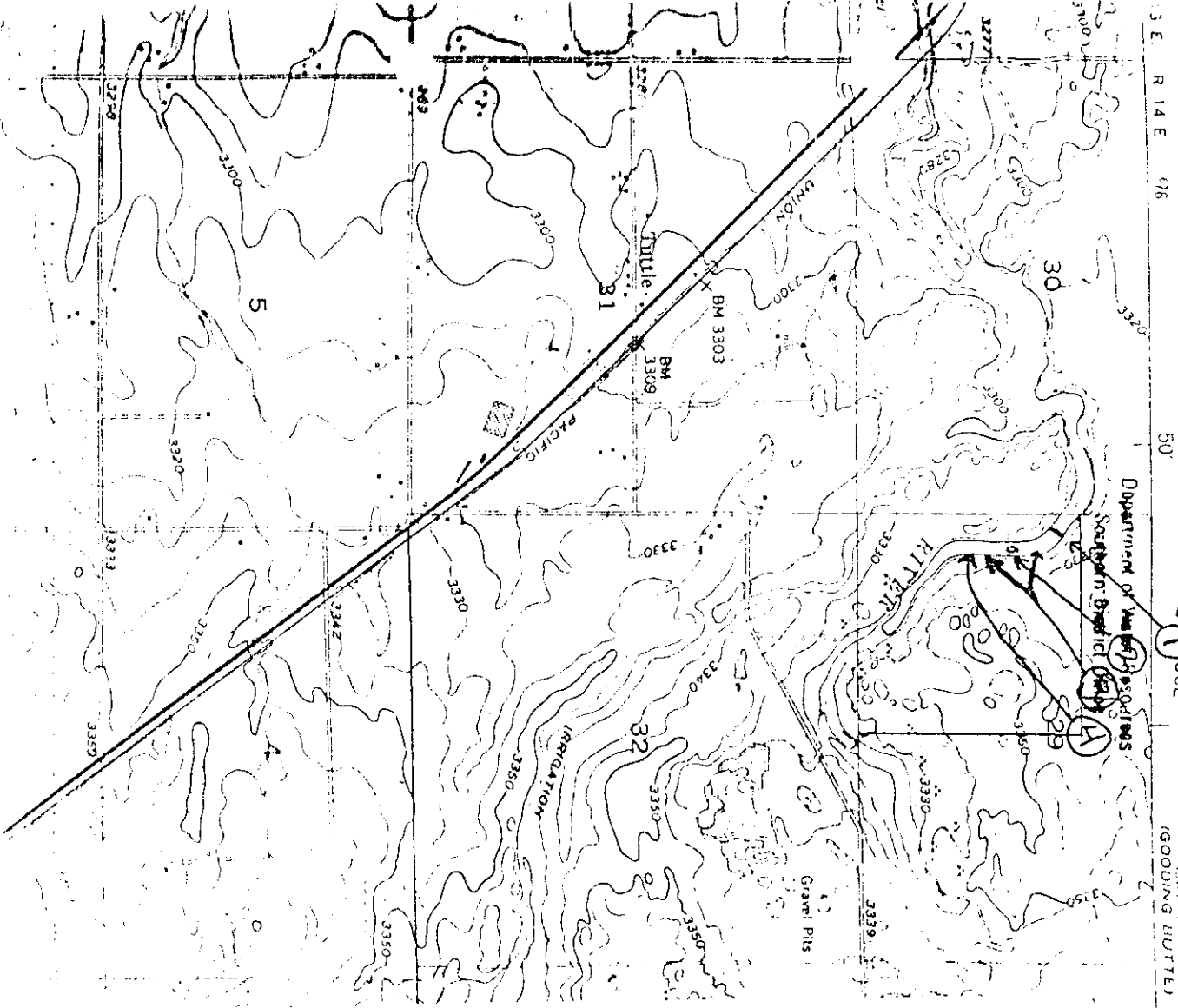
1000' (1 MI)
(GOODING BUTTE) 729

Wetzel Rigsby 37-7857, 37-7865, 37-7922

TUTTLE QUADRANGLE

IDAHO

7.5 MINUTE SERIES (TOPOGRAPHIC)



LEGEND - Stream channel cleaning at Ravenscroft Ranch hydro project.

1. Rock reef - blast and drag line residual rock:
Approx. 3' x 20' x 60' - 135 yards.
2. Gravel accumulation:
Approx. 3' x 5' x 20' - 15 yards.
3. Scattered large tumble rocks:
4 to 8 in number.
4. Potential if property acquisition is not possible:
Approx. 3' x 30' x 150' - 465 yards.

It is anticipated that the necessary work will be done with blasting and a drag line used for the removal of the rock. That equipment will work from the bank and not within the high water marks of the stream.

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

MEMORANDUM

TO: 37-7857, 37-7865, 37-7922

FROM: Dave Tuthill *DT*

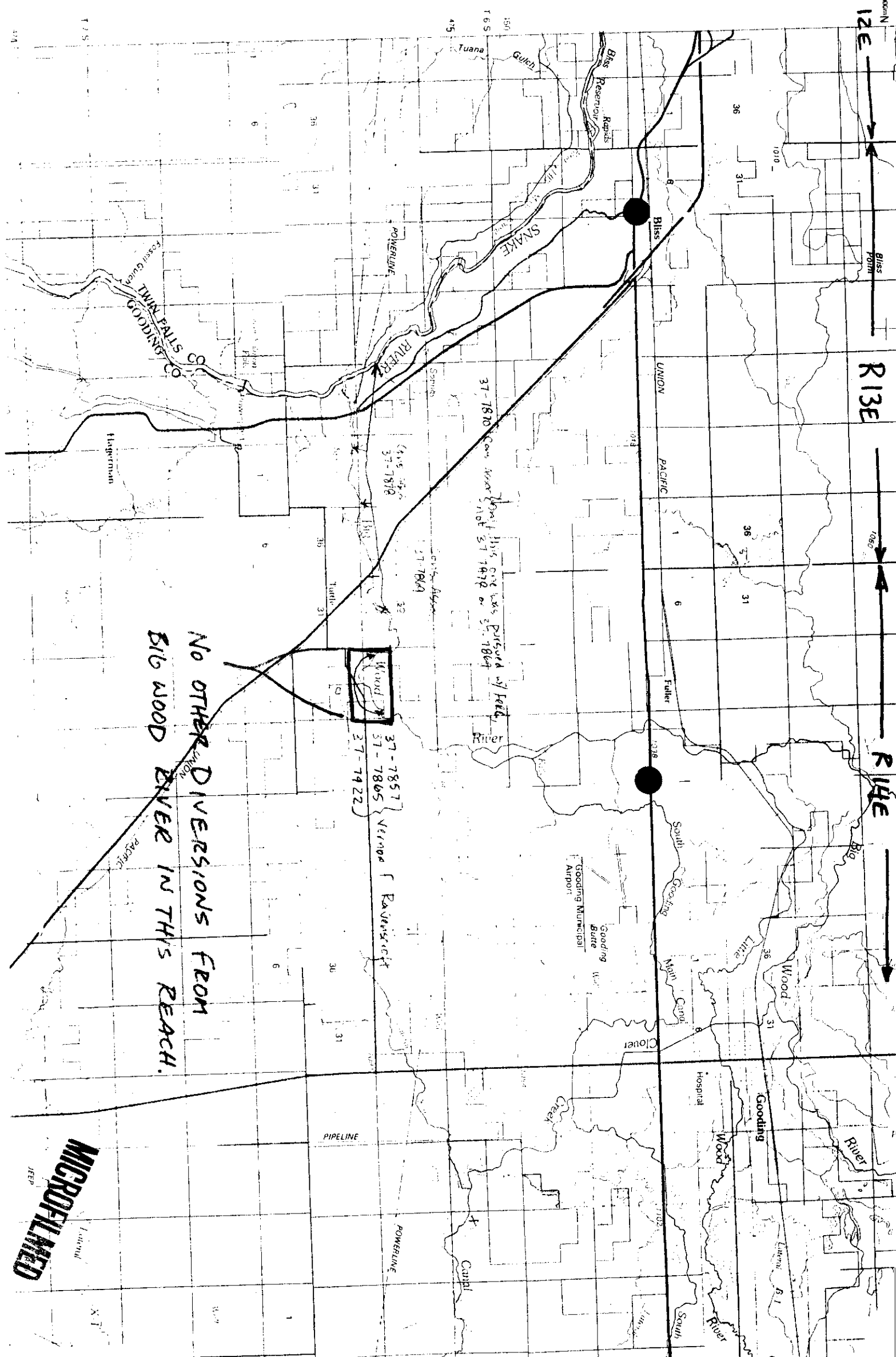
DATE: March 2, 1982

RE: Impact on other Water Rights

The above referenced water right applications propose to divert from the Big Wood River in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, T. 6 S., R. 14 E., and propose return the water to the river in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, T. 6 S., R. 14 E. No other water rights divert in this reach so the proposed system would result in virtually no impact on other water rights.

MICROFILM

R 12E R 13E R 14E



MICROFILMED
JEP

INTER-DEPARTMENT MEMO — 1

FROM Glen S

DATE March 2

TO File
37-7857 & 37-7865

SUBJECT

— The Director advised that content of approval on the water at farm could include conditions that normally would appear on a stream obstruction approval.

— ∴ I asked Southern Region to determine agency comments

SIGNATURE

MICROFILMED

INTER-DEPARTMENT MEMO — 1

FROM Glen S
TO File 37-78574 37-7865

DATE March 3-2

SUBJECT - I called Ravenscroft's office and advised that a separate stream alteration permit would be required for work in the channel thru a distance of $\frac{1}{4}$ mi below tailrace.

- I referred him to W. Region.

[Signature]

SIGNATURE

MICROFILMED



Consulting Associates, Incorporated

BOISE OFFICE
VERNON RAVENSCROFT
HELEN CHENOWETH

RECEIVED
1982
Department of Water Resources
PHONE 333-2579
P.O. BOX 693
BOISE, IDAHO 83701

February 23, 1982

Mr. Ken Dunn
IDAHO DEPARTMENT OF WATER RESOURCES
Statehouse Mail
Boise, ID 83720

Dear Ken,

As follow-up to our conversation of February 19th, I am attaching a copy of my F.E.R.C. exemption issued February 5, 1982. It is my understanding that this documentation will now enable the final processing of the pending water permits needed for my hydro project at Tuttle, Idaho.

I request that these permits be issued with the provision that we have the usual authority to make our diversion and an additional authority to clean the river bed below the point of return for a distance of not to exceed one-quarter mile (1,320 ft.). By removing two rock reefs and one small gravel deposit we can lower the tailrace (increase the head) by as much as four feet. This will increase the efficiency of the site.

Sincerest personal regards,

Vernon F. Ravenscroft

VFR:sh

Enc.

37-9870
37-9878
37-9869
37-9857
37-9865
37-9922
MICROFILMED

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Vernon F. Ravenscroft) Project No. 4055-002

NOTICE OF APPLICATION FOR EXEMPTION FOR SMALL HYDROELECTRIC
POWER PROJECT UNDER 5 MW CAPACITY

(August 31, 1981)

Take notice that on July 24, 1981, Vernon F. Ravenscroft (Applicant) filed an application under Section 408 of the Energy Security Act of 1980 (Act) (16 U.S.C. §§2705 and 2708 as amended), for exemption of a proposed hydroelectric project from licensing under Part I of the Federal Power Act. The proposed small hydroelectric project, Project No. 4055-002 would be located on the Malad River in Gooding County, Idaho. Correspondence with the Applicant should be directed to: Vernon F. Ravenscroft, Consulting Associates, Inc., P.O. Box 893, Boise, Idaho 83701.

Project Description - The proposed project would consist of: (1) a small diversion structure; (2) a 50-foot long and 30-inch diameter penstock; (3) a powerhouse containing four generating units, each rated at 175 kW; and (4) a transmission line. The Applicant estimates that the average annual energy output would be 3.0 million kWh.

Purpose of Project - The energy produced by the proposed project would be sold to a local utility.

Agency Comments - The U.S. Fish and Wildlife Service, The National Marine Fisheries Service, and the Idaho Dept. of Fish & Game are requested, for the purposes set forth in Section 408 of the Act, to submit within 60 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or to otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

DC-t-10

-2-

Competing Application - Any qualified license applicant desiring to file a competing application must submit to the Commission, on or before **OCT 10 1981**, either the competing license application that proposes to develop at least 7.5 megawatts in that project, or notice of intent to file such a license application. Submission of a timely notice of intent allows an interested person to file the competing license application no later than 120 days from the date that comments, protests, etc. are due. Applications for preliminary permit will not be accepted.

A notice of intent must conform with the requirements of 18 C.F.R. §§.33(b) and (c) (1980). A competing license application must conform with the requirements of 18 C.F.R. §§.33(a) and (d) (1980).

Comments, Protests, or Petitions to Intervene - Anyone may submit comments, a protest, or a petition to intervene in accordance with the requirements of its Rules of Practice and Procedure, 18 C.F.R. §§.1.8 or §.1.10 (1980). In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but only those who file a petition to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, etc. or petitions to intervene must be received on or before **OCT 10 1981**.

Filing and Service of Responsive Documents - Any filings, must bear in all capital letters the title "COMMENTS", "NOTICE OF INTENT TO FILE COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "PETITION TO INTERVENE", as applicable, and the Project Number of this notice. Any of the above named documents must be filed by providing the original and three copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. An additional copy must be sent to: Fred E. Springer, Chief, Applications Branch, Division of Hydropower Licensing, Federal Energy Regulatory Commission, Room 204 MB, 825 North Capitol Street, N.E., Washington, D.C. 20426. A copy of any notice of intent, competing application, or petition to intervene must also be served upon each representative of the Applicant specified in the first paragraph of this notice.

Kenneth F. Plumb
Secretary

MICROFILMED

§ 4.106 Standard terms and conditions of exemption from licensing.

Any exemption from licensing granted under this subpart for a small hydroelectric power project 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 project. 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 any Federal or 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 accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

(d) Article 4. This exemption is subject to the navigation servitude of the United States if the project is located on navigable waters of the United States.

(e) Article 5. This exemption does not confer any right to use or occupy any Federal lands that may be necessary for the development or operation of the project. Any right to use or occupy any Federal lands for those purposes must be obtained from the administering Federal land agencies. The Commission may accept a license application by any qualified license applicant and revoke this exemption, if any necessary right to use or occupy Federal lands for those purposes has not been obtained within one year from the date on which this exemption was granted.

UNCLASSIFIED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

GOVERNOR

A. KENNETH DUNN

COMMISSIONER

RECEIVED

OCT 15 1981

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

Department of Water Resources

October 5, 1981

RECEIVED

RE: Applications for Permit Nos. 37-7857, 37-7865 and 37-7922

OCT 6 1981

Vernon Ravenscroft
P.O. Box 893
Boise, ID 83701

Dear Mr. Ravenscroft:

We have completed a preliminary review of the above referenced application. This review has included advertising by the regional office and a verification that all required preliminary information has been provided.

For power projects that are under the jurisdiction of the Federal Energy Regulatory Commission (FERC), we withhold final action on the application pending FERC approval of (1) a preliminary permit, or (2) an exemption. If you have not yet contacted FERC, the address below is a good starting point:

Federal Energy Regulatory Commission
Regional Engineer's Office
Attn: Mr. Jerry Leach
6th Floor, 333 Market Street
San Francisco, CA 94105
(Tel. No. (415) 764-7150)

The continued validity of this application is contingent on your proceeding with due diligence toward obtaining an approval or an exemption from FERC. Please keep this office informed of progress in this regard.

Sincerely,

Michael Saxton

MICHAEL SAXTON
Regional Engineer, Operations Bureau

EG:lw

*Application for
accepted for
filing Aug. 20, 1981
by F.E.R.C.*

RECEIVED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

October 5, 1981

RE: Applications for Permit Nos. 37-7857, 37-7865 and 37-7922

Vernon Ravenscroft
P.O. Box 893
Boise, ID 83701

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Regional Engineer's Office
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6th Floor, 333 Market Street
San Francisco, CA 94105
(Tel. No. (415) 764-7150)

The continued validity of this application is contingent on your proceeding with due diligence toward obtaining an approval or an exemption from FERC. Please keep this office informed of progress in this regard.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LS:kw

RECEIVED
OCT 10 1981
MIDWEST

POWER CALCULATIONS FOR APPLICATION NO. 37-7922

P = Kilowatts .74 X hp

Q = cfs

H = feet

e = efficiency

proposed

150 KW

50 cfs

43 ft

?

$$e = \frac{P(11.8)}{QH} = \frac{150(11.8)}{50 \times 43} = \frac{1770}{2150} = .82 \text{ or } 82\%$$

Based on the above calculations the proposed project must have an 82 % efficiency.

RC 9/22
81

MICROFILMED

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

32-2922-

RAVENSCROFT, VERNON F.

P. O. BOX 893, BOISE, ID 83701

Source: MALAD RIVER tributary to SNAKE RIVER
WASTE WATER tributary to MALAD RIVER

Date Filed: 07/10/1981

Amount: 50.00 CFS

Diversion Point: SESE Sec 29 T 06S R 14E SENE Sec 32 T 06S R 14E,
GOODING Co.

Use: POWER (50.00 CFS) from 01/01 to 12/31

Place of Use: SWSW Sec 29 T 06S R 14E

Diversion Means: DITCHES & TURBINES

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received on or before AUGUST 17, 1981.

A. KENNETH DUNN

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Director

ublished 7/29 & 8/5/81.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd N.
Twin Falls, Idaho 83301
(208) 734-3578

JULY 20, 1981

Gooding County Leader
P.O. Box 56
Gooding, Idaho 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before AUGUST 17, 1981.

Yours truly,

Mary A. Hill
Secretary

Encl.

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

July 20, 1981

Vernon F. Ravenscroft
P. O. Box 893
Boise, Idaho 83701

Re: Application for Permit No. 37-7922

Dear Mr. Ravenscroft:

Enclosed is your receipt No. 18692 for check No. 92-38 (0118) in the amount of \$725.00 for the above referenced Application for Permit which was receipted in this office July 14, 1981.

Also enclosed is an affidavit of residence which must be filed with your application for permit to appropriate water for power generation.

Please complete the affidavit, sign it before a notary, and return it to this office for inclusion in the file.

Advertising and regional office review of the application should be completed by August 17, 1981. If the requested information is received by that date, no additional delay in processing will be incurred.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

July 20, 1981

U. S. Department of Interior
Bureau of Land Management
Shoshone District
112 South Cherry Box 2B
Shoshone, Idaho 83352

Re: Application for Permit No. 37-7922

Gentlemen:

Please find enclosed a copy of the above referenced application for permit for your information and files.

Sincerely,

Mary A. Hill
Sr. Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

July 20, 1981

Reid Newby
Watermaster District 37
Box T
Shoshone, Idaho 83352

Re: Application for Permit No. 37-7922

Dear Mr. Newby:

Enclosed is a copy of the above referenced application for permit
for your information and files.

Sincerely,

Mary A. Hill
Sr. Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

July 20, 1981

Mr. Bob Bell, Regional Fisheries Biologist
Idaho Fish & Game Department
Region #4
P. O. Box 428
Jerome, Idaho 83338

Re: Application for Permit No. 37-7922

Dear Mr. Bell:

Please find enclosed a copy of the above referenced application for permit for your information and files.

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

July 20, 1981

Ted Diehl
North Side Canal Co.
921 N. Lincoln
Jerome, Idaho 83338

Re: Application for Permit No. 37-7922

Dear Mr. Diehl:

Enclosed for your information is a copy of a notice of application for water permit which has been filed with this office.

The application seeks to divert surface water within your service area, and may therefore, be of interest to you.

Any permit issued will be subject to all prior water rights and will not constitute an easement or right-of-way upon lands or in ditches not belonging to the applicant.

If you have any questions regarding this application, please feel free to contact this office.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

MICROFILMED