

**STARTING
LEFT
SIDE OF
FILE**

RECEIVED

MAY 20 2002

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Claim No. 95-9115

RECEIVED

JAN 18 2002

IDWR/North

Under the provisions of Section 42-243 Idaho Code, any person claiming a water right established by diversion and application of water to beneficial use must file a claim with the Department of Water Resources. The filing of this claim does not confirm the water right claimed. Water rights represented by a valid permit, license, decree, or previous claim are exempt from the requirement, as are uses of water for domestic purposes as defined in Section 42-111 Idaho Code. A filing fee must be submitted with this claim. See the instruction sheet to determine the appropriate fee.

Notice is hereby given that Avista Corporation, formerly known as The Washington Water Power Company
(Name of Claimant)

P.O. Box 3727, Spokane, Washington
(Mailing Address)

99220-3727

(Zip Code)

Telephone No: 509-489-0500

claims a right to the diversion and beneficial use of surface or ground water. The extent and nature of said claim is as follows:

1. Date of Priority: (When the water was first applied to beneficial use) July 1, 1907
A claim is not acceptable for the use of surface water with a priority later than May 20, 1971. A claim is not acceptable for the use of ground water with a priority date later than March 25, 1963, unless the water is used for domestic purposes as defined in Section 42-111, Idaho Code.

2. Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

St. Joe River tributary to Coeur d'Alene Lake
St. Maries River tributary to Coeur d'Alene Lake
Cd'A River tributary to Coeur d'Alene Lake

Coeur d'Alene Lake tributary to Spokane River
Spokane River tributary to Columbia River

3. Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
(cfs or af) (Irrigation, Domestic, Stock, Etc.) (Both dates inclusive)

Quantity 164,400 af Use Storage for power
Quantity 164,400 af Use Power from storage
Quantity Use
Quantity Use

(MM/DD) (MM/DD)
Period of Use From 01/01 to 12/31
Period of Use From 01/01 to 12/31
Period of Use From to
Period of Use From to

4. 164,400 af TOTAL QUANTITY USED.
(cfs or af)

5. A) Location of point of diversion is SE 1/4 of NE 1/4 of 1/4, Govt. Lot
Sec. 4 Township 50 N Range 5W B.M., Kootenai County;

This is a claim for the right to store waters in Coeur d'Alene Lake and St. Joe, St. Maries, Coeur d'Alene, and Spokane Rivers and the connected and tributary waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development (HED). The waters are stored with the use of three dams (including a powerhouse) located at Post Falls, Idaho. The location of the Post Falls reservoir is shown in Exhibit 1 (a copy of sheet 1A of 77 as part of Exhibit G for the Post Falls HED, Project No. 2545 as licensed by the Federal Energy Regulatory Commission under the Federal Power Act). Exhibit 2 (a copy of Sheet 1 of 77 of the Exhibit G drawings for Project No. 2545) shows the location of the dams and powerhouse.

Additional points of diversion, if any: N/A

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch etc.). Give size and capacities. Be specific. Describe any changes in the system and give the date of the changes.

The dams and powerhouse are the points of diversion and the reservoir is the place of storage of water for this Claim. From 1941 to present, the Post Falls HED was operated with a full pool reservoir elevation of 2128.0 feet above mean sea level (msl) as measured by the USGS gaging station located at the City of Coeur d'Alene, Idaho. The vertical datum for the USGS Coeur d'Alene, Idaho, gaging station is referenced to a USGS BM at the southeast corner of the former Merriam Building having an original elevation of 2157.404 feet above msl. The vertical datum for the USGS Coeur d'Alene Lake gaging station is 3.05 feet above the NGS Datum. The waters stored under this claim are utilized for the generation of hydroelectric power at the Post Falls HED, which is part of the Spokane River Project, FERC Project No. 2545. The 60,600 af claimed herein is the storage in the Post Falls reservoir between elevation 2126.5 feet and 2128.0 feet above msl as measured by the USGS gage at Coeur d'Alene, Idaho. The use of water for such generation is the subject matter of Water Right Claim No. 95-4518 and License No. 95-08003 (copies attached to cover letter) submitted to the State of Idaho Department of Water Resources.

JAN 29 2003

*Avista recognizes that the United States Supreme Court has ruled that the United States, as Trustee for the Coeur d'Alene Tribe, owns lands underlying portions of Coeur d'Alene Lake and the St. Joe River. As a result of the decision, Avista will submit this document to the Tribe pursuant to Coeur d'Alene Tribal Code 44-24.01 as amended 9/28/2000.

6. A) Describe the place of use within each 40-acre tract in the appropriate box using the symbols listed below. If the use is for irrigation, describe the location by listing the number of irrigated acres within each 40-acre tract.
D - domestic, S - stockwater, M - municipal, C - Commercial, I - Industrial, X - other

See attached Exhibit 3.

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL ACRES
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SE	SW	
50N	5W	3										X	X						
50N	5W	4				X									X				

TOTAL ACRES: The reservoir area is approximately 48,000 acres. See attached Exhibit 1, 2 and 3.

- B) If water is used for purposes other than irrigation, fully describe the use. Be specific.
See description in 5A and 5B.

NOTE: Include here the type and number of stock watered: N/A

7. Remarks:

See remarks made in 5A and 5B.

8. Map -- Attach an 8 1/2 "x 11" map clearly identifying the point of diversion and the place of use by 40-acre subdivisions, section township and range of the public land survey system. (A photocopy of a USGS 7 1/2 minute topographic quadrangle map is preferred.) Attach an aerial photograph of the place of use if available. See attached Exhibits 1 and 2.

State of Washington)
County of Spokane) ss.

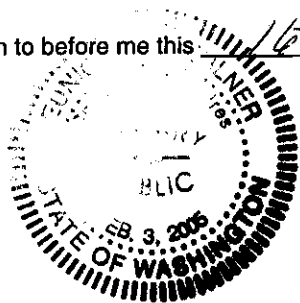
Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the forgoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of affiant's knowledge.

Avista Corporation

Scott Morris

Claimant's Signature (and title if claim is for an organization)
Scott Morris, President, Avista Utilities

Sworn to before me this 16th day of January, 2002.



Junia M. Mulner
Notary Public

Residing at Spokane

My commission expires: 2/3/05 **MICROFILMED**

FOR DEPARTMENT USE ONLY

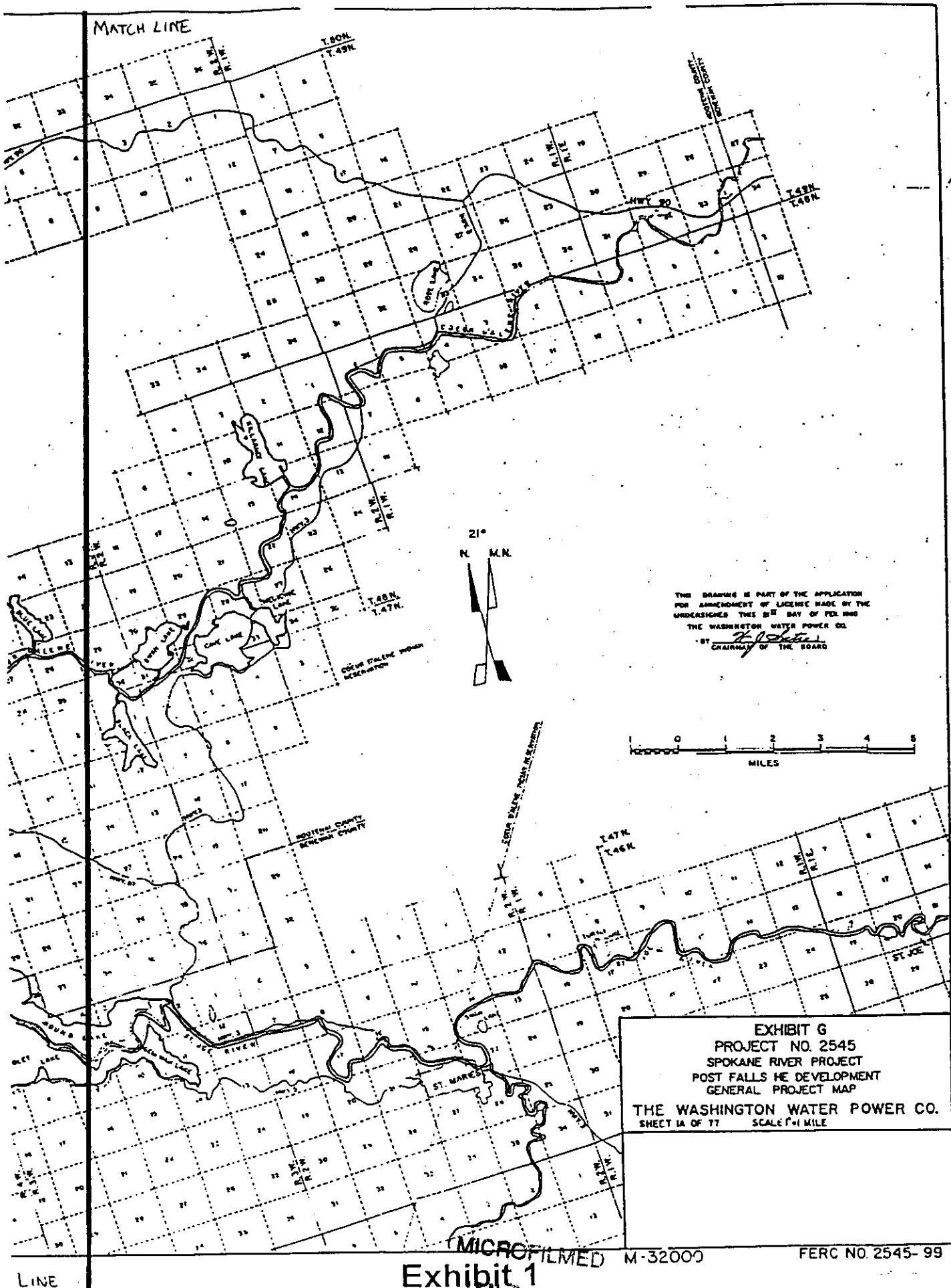
JAN 29 2003

Received by see list below Date 1/18/02 Published _____ in _____

Prelim. check by _____ Date _____ Publication dates 3/21 & 28/02
Fee 250.00 Receipt # N014790 Publication checked by cb Date 5/13/02
Receipt prepared by ak Date 12/24/01 Exceptions filed by _____

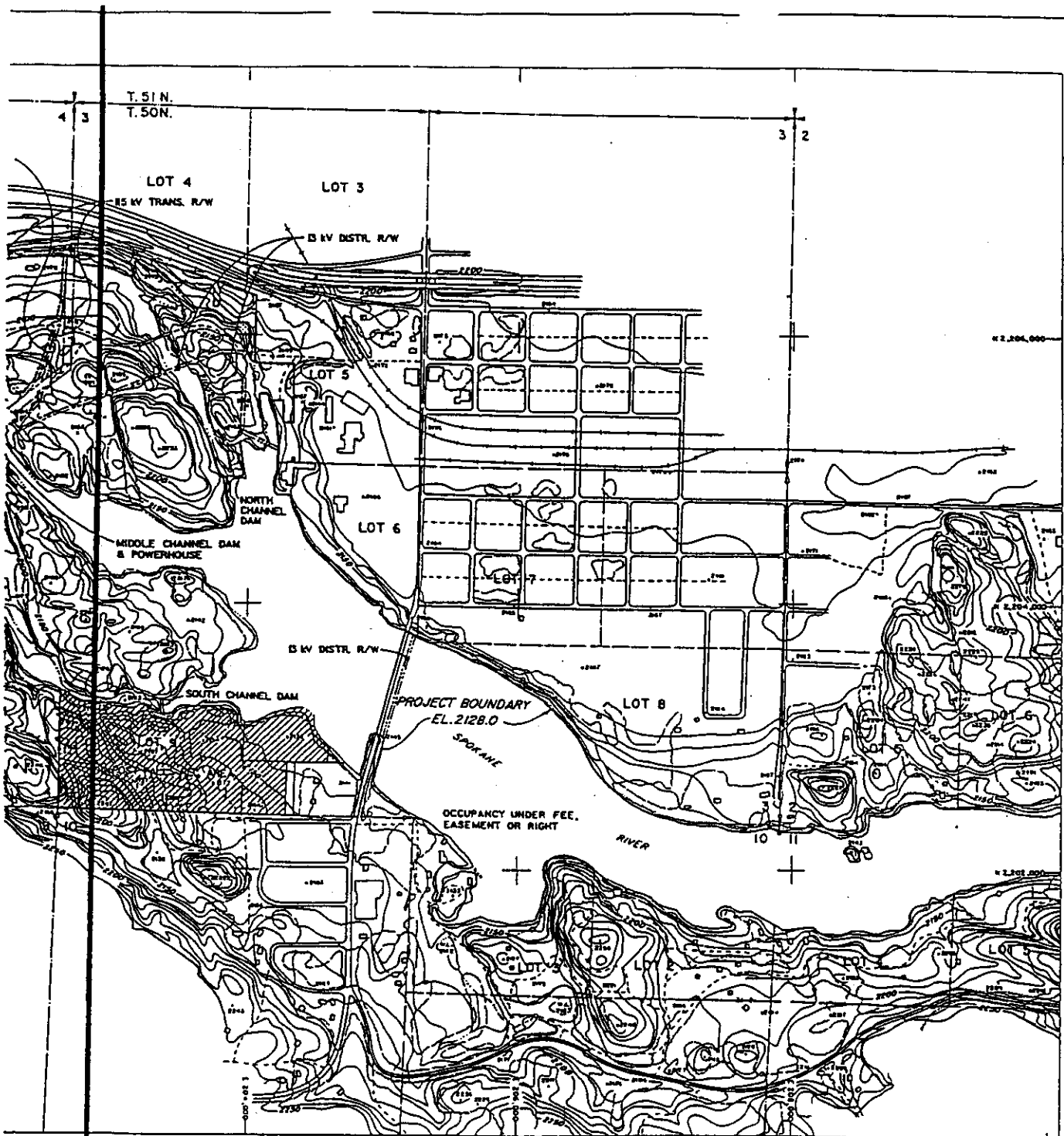
Published in	Checked by	Date
<u>3/21 & 28/02</u> Published in <u>CDA Press</u>	<u>cb</u> <u>ak</u>	<u>4/1/02</u>
<u>ak</u> <u>Lewiston Tribune</u>	<u>cb</u> <u>ak</u>	<u>3/29/02</u>
<u>ak</u> <u>Times News</u>	<u>cb</u> <u>ak</u>	<u>4/1/02</u>
<u>ak</u> <u>Post Register</u>	<u>cb</u> <u>ak</u>	<u>4/8/02</u>
<u>ak</u> <u>Idaho Statesman</u>	<u>cb</u> <u>ak</u>	<u>5/13/02</u>

Paper missed to date
add 5/12 & 9/02



MICROFILMED M-32000
 Exhibit 1
 JAN 29 2003

FERC NO. 2545-99



T.50N. R.5W.B.M.
KOOTENAI CO., IDAHO

0 100 200 300 400 500
SUPERSEDES 2545-102

EXHIBIT G
PROJECT NO. 2545
SPOKANE RIVER PROJECT
POST FALLS HE DEVELOPMENT
PROJECT MAP
THE WASHINGTON WATER POWER CO.
SHEET 1 OF 77 SCALE 1"=400' CONTOUR INTERVAL 10'

NOTE: VERTICAL DATUM BASED ON A U.S.C. STATION, COLOR
D. ALLEN DAM, WHICH IS REFERENCED TO A U.S.C. ON AT
THE 1/2 CORNER OF THE KOOTENAI WATERSHED BOUNDING
HAVING AN ORIGINAL ELEVATION OF 2154.00 (KOOTENAI
WATERSHED COMMISSION, 1957) (ELEVATION IN FEET).

THIS DRAWING IS PART OF THE APPLICATION
FOR A LICENSE OF LICENSE NO. 2545-102 OF THE
UNDERSTANDING THAT 2001 MAY OF FEB 1900
THE WASHINGTON WATER POWER CO.
ENGINEER OF THE BUREAU

MATCH LINE

Exhibit 2

REVISOR MICROFILMED
14N 29 2003

FERC NO. 2545-179



Exhibit 3

**Claim of Water Right for
The Post Falls Hydroelectric Development**

Avista Corporation claims the right to occupy the lands shown in the notes, maps and exhibits, which are actually occupied by the reservoir. By submitting this claim and the notes, maps, and exhibits attached hereto, Avista Corporation is not waiving, releasing or abandoning any right that it may have to occupy the lands which are occupied in fact by the Post Falls HED reservoir.

MICROFILMED

JAN 29 2003

**NOW
STARTING
RIGHT
SIDE OF
FILE**

Avista Utilities
1411 East Mission PO Box 3727
Spokane, Washington 99220-3727
Telephone 509-489-0500
Toll Free 800-727-9170

RECEIVED

JUL - 7 2003

Department of Water Resources



July 3, 2003

Mr. Karl J. Dreher, Director
Dept. of Water Resources
State of Idaho
Statehouse
Boise, ID 83720

Re: Avista Corporation
Thirty-first Supplemental Indenture

Dear Mr. Dreher:

Please find enclosed a duplicate original of the Thirty-first Supplemental Indenture of Avista Corporation (formerly The Washington Water Power Company), dated May 1, 2003, made to Citibank, N.A., as Trustee, being supplemental to that Company's Mortgage and Deed of Trust dated June 1, 1939, which should be filed with the Mortgage and all preceding Supplements which have been previously sent to your office (formerly to Department of Reclamation).

Please acknowledge receipt of this Thirty-first Supplemental Indenture by signing and returning the copy of this letter in the self-addressed, stamped envelope I have also enclosed for your convenience.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Teri L. Patton".

Teri L. Patton
Records Technician
Real Estate Department

Enclosures

MICROFILMED
DEC 03 2003

Avista Utilities
1411 East Mission PO Box 3727
Spokane, Washington 99220-3727
Telephone 509-489-0500
Toll Free 800-727-9170



-COPY-

July 3, 2003

Mr. Karl J. Dreher, Director
Dept. of Water Resources
State of Idaho
Statehouse
Boise, ID 83720

Re: Avista Corporation
Thirty-first Supplemental Indenture

Dear Mr. Dreher:

Please find enclosed a duplicate original of the Thirty-first Supplemental Indenture of Avista Corporation (formerly The Washington Water Power Company), dated May 1, 2003, made to Citibank, N.A., as Trustee, being supplemental to that Company's Mortgage and Deed of Trust dated June 1, 1939, which should be filed with the Mortgage and all preceding Supplements which have been previously sent to your office (formerly to Department of Reclamation).

Please acknowledge receipt of this Thirty-first Supplemental Indenture by signing and returning the copy of this letter in the self-addressed, stamped envelope I have also enclosed for your convenience.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "ttp".

Teri L. Patton
Records Technician
Real Estate Department

Enclosures

ACKNOWLEDGED AND RECEIVED:

Idaho Dept. of Water Resources

By Victoria Wigh

Title Director's Assistant

Date July 8, 2003

MICROFILMED

DEC 03 2003

AVISTA CORPORATION

TO

CITIBANK, N.A.

*As Successor Trustee under
Mortgage and Deed of Trust,
dated as of June 1, 1939*

Thirty-first Supplemental Indenture

*Providing among other things for a series of bonds designated
"First Mortgage Bonds, Collateral Series due 2004"
Due May 11, 2004*

Dated as of May 1, 2003

MICROFILMED

DEC 03 2003

NY1 753351v4

THIRTY-FIRST SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 1st day of May 2003, between AVISTA CORPORATION (formerly known as The Washington Water Power Company), a corporation of the State of Washington, whose post office address is 1411 East Mission Avenue, Spokane, Washington 99202 (the "Company"), and CITIBANK, N.A., formerly First National City Bank (successor by merger to First National City Trust Company, formerly City Bank Farmers Trust Company), a national banking association incorporated and existing under the laws of the United States of America, whose post office address is 111 Wall Street, New York, 10043 New York (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of June 1, 1939 (the "Original Mortgage"), executed and delivered by the Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions thereof, this indenture (the "Thirty-first Supplemental Indenture") being supplemental to the Original Mortgage, as heretofore supplemented and amended.

WHEREAS pursuant to a written request of the Company made in accordance with Section 103 of the Original Mortgage, Francis M. Pitt (then Individual Trustee under the Mortgage, as supplemented) ceased to be a trustee thereunder on July 23, 1969, and all of his powers as Individual Trustee have devolved upon the Trustee and its successors alone; and

WHEREAS by the Original Mortgage the Company covenanted that it would execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Original Mortgage and to make subject to the lien of the Original Mortgage any property thereafter acquired intended to be subject to the lien thereof; and

WHEREAS the Company has heretofore executed and delivered, in addition to the Original Mortgage, the indentures supplemental thereto, and has issued the series of bonds, set forth in Exhibit A hereto (the Mortgage, as supplemented and amended by the First through Thirtieth Supplemental Indentures being herein sometimes called collectively, the "Mortgage"); and

WHEREAS the Original Mortgage and the First through Twenty-ninth Supplemental Indentures have been appropriately filed or recorded in various official records in the States of Washington, California, Idaho, Montana and Oregon, as set forth in the First through Thirtieth Supplemental Indentures and the Instrument of Further Assurance, dated December 15, 2001, hereinafter referred to; and

WHEREAS the Thirtieth Supplemental Indenture, dated as of May 1, 2002, has been appropriately filed or recorded in the various official records in the States of Washington, California, Idaho, Montana and Oregon set forth in Exhibit B hereto; and

WHEREAS for the purpose of confirming or perfecting the lien of the Mortgage on certain of its properties, the Company has heretofore executed and delivered a Short Form Mortgage and Security Agreement, in multiple counterparts dated as of various dates in 1992, and such instrument has been appropriately filed or recorded in the various official records in the States of California, Montana and Oregon; and

MICROFILMED

NYI 753351v4

DEC 03 2003

WHEREAS for the purpose of confirming or perfecting the lien of the Mortgage on certain of its properties, the Company has heretofore executed and delivered an Instrument of Further Assurance, dated as of December 15, 2001, and such instrument has been appropriately filed or recorded in the various official records in the States of Washington, California, Idaho, Montana and Oregon; and

WHEREAS in addition to the property described in the Mortgage the Company has acquired certain other property, rights and interests in property; and

WHEREAS Section 8 of the Original Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS Section 120 of the Original Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS the Company now desires to create a new series of bonds; and

WHEREAS the execution and delivery by the Company of this Thirty-first Supplemental Indenture, and the terms of the bonds of the Twenty-ninth Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors, and all things necessary to make this Thirty-first Supplemental Indenture a valid, binding and legal instrument have been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby confirms the estate, title and rights of the Trustee (including without limitation the lien of the Mortgage on the property of the Company subjected thereto, whether now owned or hereafter acquired) held as security for the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage according to their tenor and effect and the performance of all the provisions of the Mortgage and of such bonds, and, without limiting the generality of the foregoing, hereby

confirms the grant, bargain, sale, release, conveyance, assignment, transfer, mortgage, pledge, setting over and confirmation unto the Trustee, contained in the Mortgage, of all the following described properties of the Company, whether now owned or hereafter acquired, namely:

All of the property, real, personal and mixed, of every character and wheresoever situated (except any hereinafter or in the Mortgage expressly excepted) which the Company now owns or, subject to the provisions of Section 87 of the Mortgage, may hereafter acquire prior to the satisfaction and discharge of the Mortgage, as fully and completely as if herein or in the Mortgage specifically described, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in Mortgage) all lands, real estate, easements, servitudes, rights of way and leasehold and other interests in real estate; all rights to the use or appropriation of water, flowage rights, water storage rights, flooding rights, and other rights in respect of or relating to water; all plants for the generation of electricity, power houses, dams, dam sites, reservoirs, flumes, raceways, diversion works, head works, waterways, water works, water systems, gas plants, steam heat plants, hot water plants, ice or refrigeration plants, stations, substations, offices, buildings and other works and structures and the equipment thereof and all improvements, extensions and additions thereto; all generators, machinery, engines, turbines, boilers, dynamos, transformers, motors, electric machines, switchboards, regulators, meters, electrical and mechanical appliances, conduits, cables, pipes and mains; all lines and systems for the transmission and distribution of electric current, gas, steam heat or water for any purpose; all towers, mains, pipes, poles, pole lines, conduits, cables, wires, switch racks, insulators, compressors, pumps, fittings, valves and connections; all motor vehicles and automobiles; all tools, implements, apparatus, furniture, stores, supplies and equipment; all franchises (except the Company's franchise to be a corporation), licenses, permits, rights, powers and privileges; and (except as hereinafter or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature.

The property so conveyed or intended to be so conveyed under the Mortgage shall include, but shall not be limited to, the property set forth in Exhibit C hereto, the particular description of which is intended only to aid in the identification thereof and shall not be construed as limiting the force, effect and scope of the foregoing.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Original Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

THE COMPANY HEREBY CONFIRMS that, subject to the provisions of Section 87 of the Original Mortgage, all the property, rights, and franchises acquired by the

Company after the date thereof (except any hereinbefore or hereinafter or in the Mortgage expressly excepted) are and shall be as fully embraced within the lien of the Mortgage as if such property, rights and franchises had been owned by the Company at the date of the Original Mortgage and had been specifically described therein.

PROVIDED THAT the following were not and were not intended to be then or now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed under the Mortgage and were, are and shall be expressly excepted from the lien and operation namely: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically pledged, paid, deposited or delivered under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business or for consumption in the operation of any properties of the Company; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) electric energy and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) any property heretofore released pursuant to any provisions of the Mortgage and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event that the Trustee or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XII of the Original Mortgage by reason of the occurrence of a Completed Default as defined in said Article XII.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company in the Mortgage as aforesaid, or intended so to be, unto the Trustee, and its successors, heirs and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as set forth in the Mortgage, this Thirty-first Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY FURTHER CONFIRMED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage shall affect and apply to the property in the Mortgage described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustee and the beneficiaries of the trust with respect to said property, and to the Trustee and its successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Original Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

ARTICLE I

Twenty-ninth Series of Bonds

SECTION 1. (I) There shall be a series of bonds designated "Collateral Series due 2004" (herein sometimes referred to as the "Twenty-ninth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which has been established by Resolution of the Board of Directors of the Company, is set forth on Exhibit D hereto. Bonds of the Twenty-ninth Series shall be issued as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, any amount in excess thereof (the exercise of such option to be evidenced by the execution and delivery thereof) and shall be dated as in Section 10 of the Mortgage provided. Each bond of the Twenty-ninth Series shall mature on May 11, 2004 and shall bear interest, be redeemable and have such other terms and provisions as set forth below.

(II) The Bonds of the Twenty-ninth Series shall have the following terms and characteristics:

(a) the Bonds of the Twenty-ninth Series shall be initially authenticated and delivered under the Indenture in the aggregate principal amount of \$245,000,000;

(b) the Bonds of the Twenty-ninth Series shall bear interest at the rate of eight per centum (8%) per annum; interest on such bonds shall accrue from and including the date of the initial authentication and delivery thereof, except as otherwise provided in the form of bond attached hereto as Exhibit D; interest on such bonds shall be payable on each Interest Payment Date and at Maturity (as each of such terms is hereafter defined); and interest on such bonds during any period less than one year for which payment is made shall be computed in accordance with the Credit Agreement (as hereinafter defined);

(c) the principal of and premium, if any, and interest on each bond of the Twenty-ninth Series payable at Maturity shall be payable upon presentation thereof at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency as at the time of payment is legal tender for public and private debts. The interest on each Bond of the Twenty-ninth Series (other than interest payable at Maturity) shall be payable directly to the registered owners thereof;

(d) the Bonds of the Twenty-ninth Series shall not be redeemable, in whole or in part, at the option of the Company;

(e) (i) the Bonds of the Twenty-ninth Series are to be issued and delivered to the Administrative Agent (as hereinafter defined) in order to provide the benefit of the lien of the Mortgage as security for the obligation of the Company under the Credit Agreement to pay the Obligations (as hereinafter defined), to the extent and subject to the limitations set forth in clauses (iii) and (iv) of this subdivision;

(ii) upon the earliest of (A) the occurrence of an Event of Default under the Credit Agreement, and further upon the condition that, in accordance with the terms of

the Credit Agreement, the Commitments (as hereinafter defined) shall have been or shall have terminated and any Loans (as hereinafter defined) outstanding shall have been declared to be or shall have otherwise become due and payable immediately and the Administrative Agent shall have delivered to the Company a notice demanding redemption of the Bonds of the Twenty-ninth Series which notice states that it is being delivered pursuant to Article VII of the Credit Agreement, (B) the occurrence of an Event of Default under clause (g) or (h) of Article VII of the Credit Agreement, and (C) May 11, 2004, then all Bonds of the Twenty-ninth Series shall be redeemed or paid immediately at the principal amount thereof plus accrued interest to the date of redemption or payment;

(iii) the obligation of the Company to pay the accrued interest on Bonds of the Twenty-ninth Series on any Interest Payment Date prior to Maturity (a) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (b) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of interest on the Bonds of the Twenty-ninth Series);

(iv) the obligation of the Company to pay the principal of and accrued interest on Bonds of the Twenty-ninth Series at or after Maturity (x) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (y) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of principal of and accrued interest on the Bonds of the Twenty-ninth Series).

(v) the Trustee shall be entitled to presume that the obligation of the Company to pay the principal of and interest on the Bonds of the Twenty-ninth Series as the same shall become due and payable shall have been fully satisfied and discharged unless and until it shall have received a written notice from the Administrative Agent, signed by an authorized officer thereof, stating that the principal of and/or interest on the Bonds of the Twenty-ninth Series has become due and payable and has not been fully paid, and specifying the amount of funds required to make such payment;

(f) no service charge shall be made for the registration of transfer or exchange of Bonds of the Twenty-ninth Series;

(g) in the event of an application by the Administrative Agent for a substituted Bond of the Twenty-ninth Series pursuant to Section 16 of the Original Mortgage, the Administrative Agent shall not be required to provide any indemnity or pay any expenses or charges as contemplated in said Section 16; and

(h) the Bonds of the Twenty-ninth Series shall have such other terms as are set forth in the form of bond attached hereto as Exhibit D.

Anything in this Supplemental Indenture or in the Bonds of the Twenty-ninth Series to the contrary notwithstanding, if, at the time of the Maturity of such Bonds, the stated aggregate principal amount of such Bonds then Outstanding shall exceed the aggregate Revolving Credit Exposures (as hereinafter defined), the aggregate principal amount of such Bonds shall be deemed to have been reduced by the amount of such excess.

(III) For all purposes of this Thirty-first Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the terms defined below shall have the meanings specified:

"Administrative Agent" means The Bank of New York, in its capacity as Administrative Agent under the Credit Agreement.

"Bond Delivery Agreement" means the Bond Delivery Agreement, dated May 13, 2003 between the Company and the Administrative Agent.

"Credit Agreement" means the Credit Agreement, dated as of May 21, 2002, among the Company, the banks parties thereto, Keybank National Association and Washington Mutual Bank, as Co-Agents, U.S. Bank, National Association, as Managing Agent, Fleet National Bank and Wells Fargo Bank, as Documentation Agents, Union Bank of California, N.A., as Syndication Agent, and The Bank of New York as Administrative Agent and Issuing Bank, as amended, supplemented or otherwise modified from time to time, including that certain Amendment No. 1, dated as of May 13, 2003, among the Company, the banks parties thereto, Washington Mutual Bank, as Managing Agent, Fleet National Bank, Keybank National Association, U.S. Bank, National Association and Wells Fargo Bank, as Documentation Agents, Union Bank of California, N.A., as Syndication Agent, and The Bank of New York, as Administrative Agent and Issuing Bank.

"Interest Payment Date" means June 30, 2003, September 30, 2003, December 31, 2003 and March 31, 2004.

"Maturity" means the date on which the principal of the Bonds of the Twenty-ninth Series becomes due and payable, whether at stated maturity, upon redemption or acceleration, or otherwise.

"Obligations" shall have the meaning specified in the Bond Delivery Agreement.

"Commitments", "Loans" and "Revolving Credit Exposures" shall have the meanings specified in the Credit Agreement:

A copy of the Credit Agreement is on file at the office of the Administrative Agent at One Wall Street, 18th Floor, New York, NY 10286 and at the office of the Company at 1411 East Mission Avenue, Spokane, WA 99202.

(IV) Upon the delivery of this Thirty-first Supplemental Indenture, bonds of the Twenty-ninth Series in an aggregate principal amount not to exceed \$245,000,000 are to be

issued and will be Outstanding, in addition to \$313,500,000 aggregate principal amount of bonds of prior series Outstanding at the date of delivery of this Thirty-first Supplemental Indenture.

ARTICLE II

Miscellaneous Provisions

SECTION 1. The terms defined in the Original Mortgage shall, for all purposes of this Thirty-first Supplemental Indenture, have the meanings specified in the Original Mortgage.

SECTION 2. The Trustee hereby confirms its acceptance of the trusts in the Original Mortgage declared, provided, created or supplemented and agrees to perform the same upon the terms and conditions in the Original Mortgage set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-first Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVI of the Original Mortgage, shall apply to and form part of this Thirty-first Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Thirty-first Supplemental Indenture.

SECTION 3. Whenever in this Thirty-first Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XV and XVI of the Original Mortgage be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-first Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

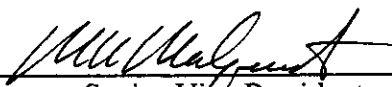
SECTION 4. Nothing in this Thirty-first Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-first Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-first Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons Outstanding under the Mortgage.

SECTION 5. This Thirty-first Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. The titles of the several Articles of this Thirty-first Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on the 9 day of May, 2003, AVISTA CORPORATION has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Corporate Secretary or one of its Assistant Corporate Secretaries for and in its behalf, all in The City of Spokane, Washington, as of the day and year first above written; and on the 9 day of May, 2003, CITIBANK, N.A., has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents or one of its Senior Trust Officers or one of its Trust Officers and its corporate seal to be attested by one of its Vice Presidents or one of its Trust Officers, all in The City of New York, New York, as of the day and year first above written.

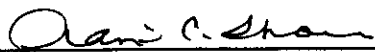
AVISTA CORPORATION

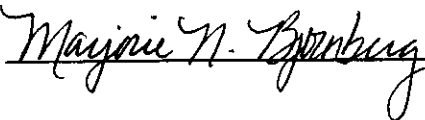
By 
Senior Vice President

Attest:


Assistant Corporate Secretary

Executed, sealed and delivered
by AVISTA CORPORATION
in the presence of:



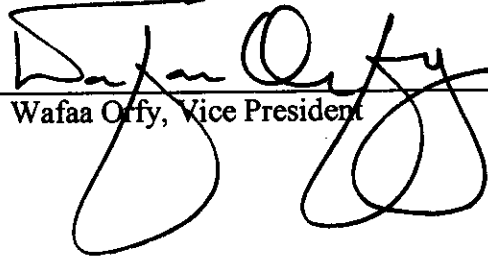


MICROFILMED

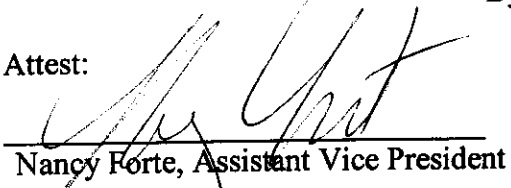
DEC 03 2003

CITIBANK, N.A., AS TRUSTEE

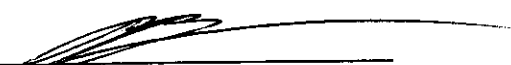
By


Wafaa Orfy, Vice President

Attest:


Nancy Forte, Assistant Vice President

Executed, sealed and delivered
by CITIBANK, N.A.,
as trustee. in the presence of:


R.T. Kirchner
Vice President


P. DeFelice
Vice President

MICROFILMED

DEC 03 2003

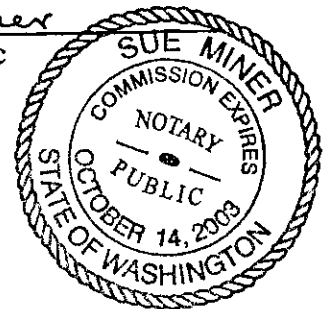
STATE OF WASHINGTON)
) ss.:
COUNTY OF SPOKANE)

On the 9 day of May 2003, before me personally appeared Malyn K. Malquist, to me known to be a Senior Vice President of AVISTA CORPORATION, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 9 day of May 2003, before me, Sue Miner, a Notary Public in and for the State and County aforesaid, personally appeared Malyn K. Malquist, known to me to be a Senior Vice President of AVISTA CORPORATION, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

Sue Miner
Notary Public



MICROFILMED

DEC 03 2003

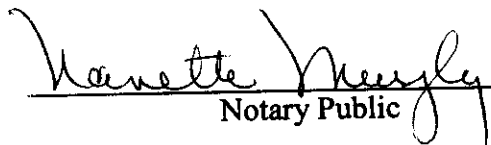
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 9 day of May 2003, before me personally appeared Wafaa Orfy, to me known to be a Vice President of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 9 day of May 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Nancy Forte, known to me to be an Assistant Vice President of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

NANETTE MURPHY
Notary Public, State of New York
No. 01MU8086415
Qualified in Kings County
Commission Expires 1/07


Notary Public

MICROFILMED

DEC 03 2003

EXHIBIT A

**MORTGAGE, SUPPLEMENTAL INDENTURES
AND SERIES OF BONDS**

MORTGAGE OR SUPPLEMENTAL INDENTURE	DATED AS OF	SERIES		PRINCIPAL AMOUNT ISSUED	PRINCIPAL AMOUNT OUTSTANDING
		NO.	DESIGNATION		
Original	June 1, 1939	1	3-1/2% Series due 1964	\$22,000,000	None
First	October 1, 1952	2	3-3/4% Series due 1982	30,000,000	None
Second	May 1, 1953	3	3-7/8% Series due 1983	10,000,000	None
Third	December 1, 1955		None		
Fourth	March 15, 1957		None		
Fifth	July 1, 1957	4	4-7/8% Series due 1987	30,000,000	None
Sixth	January 1, 1958	5	4-1/8% Series due 1988	20,000,000	None
Seventh	August 1, 1958	6	4-3/8% Series due 1988	15,000,000	None
Eighth	January 1, 1959	7	4-3/4% Series due 1989	15,000,000	None
Ninth	January 1, 1960	8	5-3/8% Series due 1990	10,000,000	None
Tenth	April 1, 1964	9	4-5/8% Series due 1994	30,000,000	None
Eleventh	March 1, 1965	10	4-5/8% Series due 1995	10,000,000	None
Twelfth	May 1, 1966		None		
Thirteenth	August 1, 1966	11	6 % Series due 1996	20,000,000	None
Fourteenth	April 1, 1970	12	9-1/4% Series due 2000	20,000,000	None
Fifteenth	May 1, 1973	13	7-7/8% Series due 2003	20,000,000	None
Sixteenth	February 1, 1975	14	9-3/8% Series due 2005	25,000,000	None
Seventeenth	November 1, 1976	15	8-3/4% Series due 2006	30,000,000	None
Eighteenth	June 1, 1980		None		
Nineteenth	January 1, 1981	16	14-1/8% Series due 1991	40,000,000	None
Twentieth	August 1, 1982	17	15-3/4% Series due 1990-1992	60,000,000	None
Twenty-First	September 1, 1983	18	13-1/2% Series due 2013	60,000,000	None
Twenty-Second	March 1, 1984	19	13-1/4% Series due 1994	60,000,000	None
Twenty-Third	December 1, 1986	20	9-1/4% Series due 2016	80,000,000	None
Twenty-Fourth	January 1, 1988	21	10-3/8% Series due 2018	50,000,000	None
Twenty-Fifth	October 1, 1989	22	7-1/8% Series due 2013	66,700,000	None
		23	7-2/5% Series due 2016	17,000,000	None
Twenty-Sixth	April 1, 1993	24	Secured Medium-Term Notes, Series A (\$250,000,000 authorized)	250,000,000	104,500,000
Twenty-Seventh	January 1, 1994	25	Secured Medium-Term Notes, Series B (\$250,000,000 authorized)	161,000,000	59,000,000
Twenty-Eighth	September 1, 2001	26	Collateral Series due 2002	220,000,000	None
Twenty-Ninth	December 1, 2001	27	7.75% Series due 2007	150,000,000	150,000,000
Thirtieth	May 1, 2002	28	Collateral Series due 2003	225,000,000	225,000,000*

*To be retired in connection with the authentication and delivery of the bonds of the Twenty-ninth series.

MICROFILMED

A-1

NY1 753351v4

REC 03 2003

EXHIBIT B

**FILING AND RECORDING OF
THIRTIETH SUPPLEMENTAL INDENTURE**

FILING IN STATE OFFICES

State	Office of	Date	<u>Financing Statement Document Number</u>
Washington	Secretary of State	6/3/02	2002-157-9316-6
Idaho	Secretary of State	6/3/02	B-2002-0924959-8
Montana	Secretary of State	6/3/02	68636746
Oregon	Secretary of State	6/4/02	589258
California	Secretary of State	6/4/02	215660260

RECORDING IN COUNTY OFFICES

County	Office of	<u>Real Estate Mortgage Records</u>				<u>Financing Statement Document Number</u>
		<u>Date</u>	<u>Document Number</u>	<u>Book</u>	<u>Page</u>	
<u>Washington</u>						
Adams	Auditor	6/3/02	265266	N/A	N/A	N/A
Asotin	Auditor	6/3/02	260551	N/A	N/A	N/A
Benton	Auditor	6/3/02	2002-021711	N/A	N/A	N/A
Douglas	Auditor	6/3/02	30490506	N/A	N/A	N/A
Ferry	Auditor	6/3/02	252801	N/A	N/A	N/A
Franklin	Auditor	6/3/02	1606883	N/A	N/A	N/A
Garfield	Auditor	6/3/02	7218	N/A	N/A	N/A
Grant	Auditor	6/3/02	1104411	N/A	N/A	N/A
Klickitat	Auditor	6/4/02	1030419	N/A	N/A	N/A
Lewis	Auditor	6/3/02	3140057	N/A	N/A	N/A
Lincoln	Auditor	6/3/02	2002-0425163	79	488	N/A
Pend Oreille	Auditor	6/3/02	2002-0263337	N/A	N/A	N/A
Skamania	Auditor	6/5/02	144874	225	24	N/A
Spokane	Auditor	6/4/02	4734873	N/A	N/A	N/A
Stevens	Auditor	6/5/02	2002-0006407	274	1318	N/A
Thurston	Auditor	6/4/02	3439087	N/A	N/A	N/A
Whitman	Auditor	6/3/02	636647	N/A	N/A	N/A
<u>Idaho</u>						
Benewah	Recorder	6/3/02	226594	N/A	N/A	N/A
Bonner	Recorder	6/4/02	302404	N/A	N/A	N/A
Boundary	Recorder	6/3/02	206276	N/A	N/A	N/A
Clearwater	Recorder	6/3/02	189603	N/A	N/A	N/A
Idaho	Recorder	6/3/02	422647	N/A	N/A	N/A

NY1 753351v4

MICROFILMED

DEC 03 2003

RECORDING IN COUNTY OFFICES						
County	Office of	Real Estate Mortgage Records				Financing Statement Document Number
		Date	Document Number	Book	Page	
Kootenai	Recorder	6/4/02	1736133	N/A	N/A	N/A
Latah	Recorder	6/3/02	466087	N/A	N/A	N/A
Lewis	Recorder	6/3/02	126109	N/A	N/A	N/A
Nez Perce	Recorder	6/3/02	675783	N/A	N/A	N/A
Shoshone	Recorder	6/3/02	403942	N/A	N/A	N/A
Montana						
Big Horn	Clerk & Recorder	6/3/02	327271	65	5	N/A
Broadwater	Clerk & Recorder	6/4/02	143622	62	541	N/A
Golden Valley	Clerk & Recorder	6/3/02	75585	M	9668	N/A
Meagher	Clerk & Recorder	6/3/02	111558	F54	345	N/A
Mineral	Clerk & Recorder	6/3/02	91954	Dr-3	7767	N/A
Rosebud	Clerk & Recorder	6/4/02	91925	101	172	N/A
Sanders	Clerk & Recorder	6/3/02	37706	N/A	N/A	N/A
Stillwater	Clerk & Recorder	6/4/02	307965	N/A	N/A	N/A
Treasure	Clerk & Recorder	6/3/02	77848	M-16	168	N/A
Wheatland	Clerk & Recorder	6/3/02	101346	X	8027	N/A
Yellowstone	Clerk & Recorder	6/3/02	3178706	N/A	N/A	N/A
Oregon						
Douglas	Recorder	6/4/02	2002-15398	1876	756	N/A
Jackson	Recorder	6/5/02	02-30618	N/A	N/A	N/A
Josephine	Recorder	6/3/02	2002-011567	N/A	N/A	N/A
Klamath	Recorder	6/4/02		M02	32784	N/A
Union	Recorder	6/3/02	20022952	N/A	N/A	N/A
Wallowa	Recorder	6/3/02	2002-45841	N/A	N/A	N/A
California						
El Dorado	Recorder	6/5/02	2002-0040727-00	N/A	N/A	N/A

MICROFILMED

DEC 03 2003

EXHIBIT C

PROPERTY ADDITIONS

(A) The Additional Electric Substations and Substation Sites of the Company in the State of Washington, including all buildings, structures, towers, poles, equipment, appliances and devices for transforming, converting and distributing electric energy, and the lands of the Company on which the same are situated and all of the Company's real estate and interests therein, machinery, equipment, appliances, devices, appurtenances and supplies, franchises, permits and other rights and other property forming a part of said substations or any of them, or used or enjoyed or capable of being used or enjoyed in connection with any thereof, including, but not limited to, the following situated in the State of Washington:

1. Mead 115kV Substation in Spokane County, Washington (Tract 78, City Gardens, as per plat recorded in Volume "P" of Plats, page 34, records of Spokane County).

(B) Miscellaneous Real Estate in the States of Montana, Idaho and Oregon.

(a) Miscellaneous Fee-owned Real Estate in the States of Montana and Idaho.

1. The Northeast Quarter (NE $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section 15, Township 28 North, Range 33 West, M.P.M., Sanders County, Montana; and the Northeast Quarter (NE $\frac{1}{4}$) of Section 16, Township 28 North, Range 33 West, M.P.M., Sanders County, Montana; **excepting therefrom** the tract described as follows: Beginning at a point, marked by a steel rod, on the Southwesterly right-of-way line of Forest Road No. 402, which point is 1772.9 feet East and 839.6 feet South from the North quarter corner of Section 16, Township 28 North, Range 33 West, M.P.M.; thence South 41°18' West, 466.67 feet to a point in a beaver swamp, which point is referenced by a steel rod on the aforescribed line at a distance of 30.0 feet from the corner; thence South 48°42' East, 466.67 feet to a point in a beaver swamp, which course is referenced by a squared post at 82.02 feet and a nail in a stump at 244.8 feet; thence North 41°18' East, 466.67 feet to a steel rod on the Southwesterly right-of-way line of Forest Road No. 402, which course is referenced by a steel rod at 30.0 feet from the South corner of the subject tract; then, along said Southwesterly right-of-way line, North 48°42' East, 466.67 feet to the Point of Beginning, said excepted tract having been conveyed to Robert P. Kelly by Warranty Deed dated June 29, 1962, recorded June 29, 1962 in Book 75 of Deeds, page 214, Sanders County, Montana records.
2. H.E.S. No. 138 embracing a portion of Section 10, Township 27 North, Range 33 West, .M.P.M., Sanders County, Montana, more particularly described as follows: Beginning at corner No. 1 from which the East quarter corner of said Section 10

NY1 753351v4

MICROFILMED

DEC 03 2003

bears North 53°37'00" East, 7.52 chains distance; thence North 49°16'00" West, 21.83 chains to Corner No. 2; thence North 79°58'00" West, 27.38 chains to Corner No. 3; thence North 85°28'00" West, 29.08 chains to Corner No. 4; thence South 00°32'00" West, 19.95 chains to Corner No. 5; thence South 78°26'00" East, 73.91 chains to Corner No. 6; thence North 00°47'00" East, 13.59 chains to Corner No. 1, the Place of Beginning; (according to Warranty Deed at Volume 92, page 532, Sanders County, Montana Deed records). **Excepting therefrom** that property conveyed by deed executed by I. T. Clark, et.ux. to the State of Montana, dated November 3, 1958 and recorded February 24, 1959 in Book 70 of Deeds at page 208, Sanders County, Montana Deed records.

3. The East one-half (E½) of a strip of land which is contained within the East Half of the Southwest Quarter of the Northwest Quarter (E½ SW¼ NW¼) and the East Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (E½ NW¼ NW¼ SW¼) in Section 10, Township 27 North, Range 33 West, M.P.M., Sanders County, Montana, as shown on the Certificate of Survey No. 1836RB, Sanders County, Montana records.
4. A parcel of land in the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section 13, Township 26 North, Range 33 West, M.P.M., Sanders County, Montana, described as follows: Beginning at a point on the West line of Section 13 which point lies 1804.9 feet South of the Northwest corner of Section 13; thence North 51°52' East, 141.6 feet; thence North 58°35' East, 346.1 feet; thence North 88°15' East, 50.7 feet to the Southerly right-of-way of the Northern Pacific Railway; thence North 85°05' West, 459.5 feet, more or less, along the Southerly right-of-way of the Northern Pacific Railway to the West line of Section 13.
5. A tract of land in the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section 14, Township 26 North, Range 33 West, M.P.M., Sanders County, Montana, described as follows: Beginning at a point on the East line of Section 14 which point lies 179.3 feet South of the Northeast corner of the SE¼ NE¼; thence North 85°05' West, 334.2 feet; thence South 4°55' West, 100.0 feet; thence North 85°05' West, 41.1 feet; thence South 17°35' East, 308 feet, more or less; thence North 79°32'30" East, 199.8 feet; thence North 80°38' East 95.4 feet to the East line of Section 14; thence North 308.8 feet along the East line of Section 14 to the Point of Beginning.
6. Beginning at a point situated South 00°15'22" East, 1067.51 feet as measured along the West line of the Northwest Quarter (NW¼) of Section 14, Township 26 North, Range 33 West, M.P.M., Sanders County, Montana, and North 89°44'38" East, 2113.02 feet from the Northwest corner of said Section 14, said point being the Northeast corner of tract 'C' of Certificate of Survey No. 619 and lying on the Southerly right-of-way of the Burlington Northern Railroad; Thence along said Southerly right-of-way on a tangent curve to the left the center of which bears

North 19°39'27" East, 3919.72 feet distant through a central angle of 07°09'54", an arc distance of 490.18 feet to the True Point of Beginning; Thence continuing along said tangent curve to the left through a central angle of 03°04'37", an arc distance of 210.49 feet to a point of spiral curvature; Thence along a spiral curve to the left having a length of spiral tangent of 42.82 feet, a tangent offset of 2.50 feet, through a central Theta angle of 00°35'47" an arc distance of 42.82 feet to a point of intersection along the Southwesterly margin of Montana State Highway No. 200 (Highway 10-A); Thence along said Southwesterly margin South 51°38'06" East, 252.23 feet; Thence South 38°21'54" West, 40.00 feet; Thence South 51°38'06" East, 235.54 feet to a point of curvature; Thence along a tangent curve to the left the center of which bears North 38°21'54" East, 5649.58 feet distant, through a central angle of 02°05'06" an arc distance of 212.87 feet to a point of intersection with the North line of the Cabinet Gorge Hydro-Electric Development project boundary; Thence along said Project boundary the following courses and distances; South 86° 59'00" West, 168.70 feet; Thence North 68°41'00" West, 90.60 feet; Thence South 86°32'30" West, 105.60 feet; Thence South 77°20'00" West, 313.90 feet; Thence South 66°28'30" West, 373.60 feet; Thence North 81°19'30" West, 264.30 feet; Thence North 36°25'35" East, 832.45 feet to the True Point of Beginning. **Excepting therefrom** the following described tract for drainage ditch purposes conveyed to Northern Pacific Railroad February 23, 1960, as recorded in Volume 71 of Deeds, page 513, Sanders County Records, a strip of land 50.00 feet in width lying 25.00 feet on each side of the following described centerline; Beginning at a point of intersection of the Southerly right-of-way of the Burlington Northern Railroad with the West line of the NE¼ of said Section 14, said point being situated South 00°57'02" East, 1218.36 feet from the North quarter corner of said Section 14; thence South 38°11'12" East, 256.60 feet; thence South 47°01'12" East, 406.26 feet to the North line of the Washington Water Power Company's Cabinet Gorge Hydro-Electric Development project boundary and the terminus of this centerline description.

7. All of Government Lot 1, of Section 29, Township 55 North, Range 3 East, B.M., **excepting** Highway right of way; **excepting** all minerals, metals and ores of every kind nature, and all oil, gas and other hydrocarbons, together with the right of ingress and egress as reserved in that certain Deed to Plum Creek Timber Company, L.P. from PCTC, Inc., executed on June 21, 1989 and recorded June 29, 1989, in the records of Bonner County, Idaho as Instrument No. 363266; **also except** the 1970 Airline 12 x 64 Mobile Home.
8. That part of Government Lots 2, 3 and 5 in Section 29, Township 55 North, Range 3 East, B.M., Bonner County, Idaho, lying North of the current operating Burlington Northern Santa Fe Railroad right-of-way as determined by Judgment, recorded March 6, 1996, as Instrument No. 481633 and shown on Record of

Survey, recorded March 31, 1997 as Instrument No. 501363, records of Bonner County, Idaho.

9. That part of the East 100 feet of Government Lot 5 of Section 30, Township 55 North, Range 3 East, B.M., Bonner County, Idaho, lying North of the current operating Burlington Northern Santa Fe Railroad right-of-way as determined by Judgment, recorded March 6, 1996, as Instrument No. 481633 and shown on Record of Survey, recorded March 31, 1997 as Instrument No. 501363, records of Bonner County, Idaho.
10. A road easement for ingress and egress as described on Easement, recorded September 13, 1976 as Instrument No. 179435 and shown on Record of Survey, recorded March 31, 1997 as Instrument No. 501363, records of Bonner County, Idaho.
11. Government Lot One (1), and the West Half of the Northwest Quarter ($W\frac{1}{2}$ $NW\frac{1}{4}$) of Section 12, Township 55 North, Range 2 East, B.M., Bonner County, State of Idaho, less any portion lying within the right of way of Highway 200.
12. A parcel of land lying in a portion of the South Half ($S\frac{1}{2}$) of Section 11, Township 57 North, Range 1 East, B.M., Bonner County, Idaho, more particularly described as follows: Commencing at the South quarter corner of said Section 11, a found 3-1/4" aluminum cap, monumenting said corner, which bears South $00^{\circ}00'02''$ West, 2631.61 feet from the center quarter corner of said Section 11, a found 3-1/4" aluminum cap, monumenting said corner; thence South $89^{\circ}42'36''$ West, 898.44 feet along the South line of said Section 11, to the Point of Beginning; thence North, 831.02 feet; thence North $32^{\circ}15'27''$ West, 223.74 feet; thence North $21^{\circ}31'11''$ West, 107.59 feet to a point of intersection with the centerline of an existing 40 foot wide road easement (Trestle Creek Road); thence Southwesterly along the centerline of said existing road easement the following two courses:
 - a. South $59^{\circ}58'12''$ West, 142.21 feet;
 - b. Southwesterly along a 1000.00 foot radius curve left (the chord of which bears South $54^{\circ}43'32''$ West, 182.81 feet) through a central angle of $10^{\circ}29'20''$, an arc distance of 183.07 feet to a point on the North-South West 1/16 line;thence South $00^{\circ}02'51''$ East, 945.76 feet along said West 1/16 line to the West 1/16 corner; thence North $89^{\circ}42'36''$ East, 430.47 feet along the South line of said Section 11 to the Point of Beginning.
13. A parcel of land lying in a portion of the South Half ($S\frac{1}{2}$) of Section 11, Township 57 North, Range 1 East, B.M., Bonner County, Idaho, more particularly

described as follows: Commencing at the South quarter corner of said Section 11, a found 3-1/4" aluminum cap, monumenting said corner, which bears South 00°00'02" West, 2631.61 feet from the center Quarter corner of said Section 11, a found 3 1/4" aluminum cap, monumenting said corner; thence South 89°42'36" West, 384.86 feet along the South line of said Section 11, to the Point of Beginning; thence continuing along said South line South 89°42'36" West, 513.58 feet; thence North, 831.02 feet; thence North 32°15'27" West, 184 feet, more or less, to the thread of Trestle Creek; thence Northeasterly along said thread of Trestle Creek, 682 feet, more or less, to a point in a line which bears North from the Point of Beginning; thence South 1212 feet, more or less, along said line to the Point of Beginning.

14. A parcel of land lying in a portion of the South Half (S½) of Section 11, Township 57 North, Range 1 East, B.M., Bonner County, Idaho, more particularly described as follows: Beginning at a point on the South line of said Section 11, which bears North 89°42'06" East, 237.64 feet from the South quarter corner of said Section 11, a found 3-1/4" aluminum cap, monumenting said corner; thence South 89°42'06" West, 237.64 feet along said South section line, to said South quarter corner; thence South 89°42'36" West, 384.86 feet along said South section line to a point; thence leaving said South section line North 1212 feet, more or less, to the thread of Trestle Creek; thence Northeasterly along the thread of Trestle Creek, 705 feet, more or less, to a point in a line which bears North from the Point of Beginning; thence South 1532 feet, more or less, along said line to the Point of Beginning; **except** Trestle Creek Road; **Together with** and subject to a 10 foot wide utility easement lying on each side, parallel with and adjoining to the existing 40 foot wide ingress and egress road easement (Trestle Creek Road); **Together with** and subject to the easements as set forth on those certain Record of Surveys, recorded as Instrument Nos. 450956 and 490888, records of Bonner County, Idaho.
15. Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section 3, Township 53 North, Range 1 West, B.M., Bonner County, Idaho; thence North along the West line of said 1/16th section, a distance of 860 feet; thence East to the center of South Gold Creek; thence Southerly along the center line of said South Gold Creek to the South line of said 1/16th section; thence West along the South line of said 1/16th section to the Point of Beginning.
16. Lot Twelve (12), Block Nine (9), Unit 2 of Granite Creek Properties, as per plat, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.
17. Lot 23, Block 9, Unit 2 of Granite Creek Properties, according to the Plat thereof, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.

18. Lot 2 in Block 18, Unit II of Granite Creek, according to the plat thereof, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.
19. Lot 48 in Block 18, Unit II of Granite Creek, according to the plat thereof, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.
20. Lots 1, 2, and 3 in Block 21 of Unit 2, Granite Creek Properties, according to the plat thereof, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.
21. Lot 4 in Block 21 of Unit 2, Granite Creek Properties, according to the plat thereof, recorded in Book 2 of Plats, Page 84, records of Bonner County, Idaho.

(b) Miscellaneous Leasehold Interest Property in the State of Oregon.

1. An undivided 25% interest, as co-tenant, in and to that certain Ground Lease dated August 9, 1993 between The Port of Morrow, a municipal corporation of the State of Oregon, as lessor, and Portland General Electric Company, as lessee, a memorandum of which was recorded in Book: M, Page: 42775, in the real property records of Morrow County, Oregon, as assigned by an Assignment of Lease dated July 21, 2000, recorded in Book: 2000, Page: 1605, in the real property records of Morrow County, Oregon, and as further assigned by an Assignment of Ground Lease dated January 1, 2003, recorded in Book: 2002, Page: 6429, in the real property records of Morrow County, Oregon. All such rights of Avista Corporation being subject to and conditioned upon that certain Common Ownership and Services Agreement dated as of July 21, 2000, a copy of which is recorded in Book: 2000, Page: 1606, in the real property records of Morrow County, Oregon, and that certain Co-Tenancy and Joint Operating Agreement, dated as of January 1, 2003, a memorandum of which is recorded in Book: 2002, Page: 6430, in the real property records of Morrow County, Oregon.

EXHIBIT D

(Form of Bond)

**This bond is non-transferable, except to a successor
Administrative Agent under the Credit Agreement referred to herein.**

AVISTA CORPORATION

**First Mortgage Bond,
Collateral Series due 2004**

REGISTERED

REGISTERED

NO. _____

\$ _____

**AVISTA CORPORATION, a corporation of the State of Washington
(hereinafter called the Company), for value received, hereby promises to pay to**

**, as Administrative Agent under the Credit Agreement hereinafter referred to or registered assigns, on
May 11, 2004,**

DOLLARS

and to pay the registered owner hereof interest thereon from May 13, 2003 in arrears on June 30, 2003, September 30, 2003, December 31, 2003 and March 31, 2004 (each such date being hereinafter called an "Interest Payment Date") and at Maturity (as hereinafter defined), at the rate of eight per centum (8%) per annum computed as provided in the Thirty-first Supplemental Indenture hereinafter referred to, until the Company's obligation with respect to the payment of such principal shall have been discharged. The principal of and premium, if any, and interest on this bond payable at Maturity shall be payable upon presentation hereof at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. The interest on this bond (other than interest payable at Maturity) shall be paid directly to the registered owner hereof. Interest payable at Maturity shall be paid to the person to whom principal shall be paid. As used herein, the term "Maturity" shall mean the date on which the principal of this bond becomes due and payable, whether at stated maturity, upon redemption or acceleration, or otherwise.

This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its First Mortgage Bonds, Collateral Series due 2004, all bonds of all such issue of series being issued and issuable under and equally secured (except insofar as any sinking

NY1 753351v4

MICROFILMED

DEC 03 2003

or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated as of June 1, 1939, executed by the Company (formerly known as The Washington Water Power Company) to City Bank Farmers Trust Company and Ralph E. Morton, as Trustees (Citibank, N.A., successor Trustee to both said Trustees). Such mortgage and deed of trust has been amended and supplemented by various supplemental indentures, including the Thirty-first Supplemental Indenture, dated as of May 1, 2003 (the "Thirty-first Supplemental Indenture") and, as so amended and supplemented, is herein called the "Mortgage". Reference is made to the Mortgage for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustee in respect thereof, the duties and immunities of the Trustee and the terms and conditions upon which the bonds are and are to be secured and the circumstances under which additional bonds may be issued. By its acceptance of this bond, the holder hereof is deemed to have consented and agreed to all of the terms and provisions of the Mortgage. The Mortgage may be modified or altered by affirmative vote of the holders of at least 60% in principal amount of the bonds outstanding under the Mortgage, considered as one class, or, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected, then such modification or alteration may be effected with the affirmative vote only of 60% in principal amount of the bonds outstanding of the series so to be affected, considered as one class, and, furthermore, for limited purposes, the Mortgage may be modified or altered without any consent or other action of holders of any series of bonds. No modification or alteration shall, however, permit an extension of the Maturity of the principal of, or interest on, this bond or a reduction in such principal or the rate of interest hereon or any other modification in the terms of payment of such principal or interest or the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of a lien on the mortgaged and pledged property without the consent of the holder hereof.

The bonds of this series are not redeemable, in whole or in part, at the option of the Company.

The bonds of this series have been issued and delivered to The Bank of New York, as Administrative Agent under the Credit Agreement (as such terms are defined in the Thirty-first Supplemental Indenture) in order to provide the benefit of the lien of the Mortgage as security for the obligation of the Company under the Credit Agreement to pay the Obligations (as so defined), to the extent and subject to the limitations set forth below.

Upon the earliest of (A) the occurrence of an Event of Default under the Credit Agreement, and further upon the condition that, in accordance with the terms of the Credit Agreement, the Commitments (as defined in the Thirty-first Supplemental Indenture) shall have been or shall have terminated and any Loans (as so defined) outstanding shall have been declared to be or shall have otherwise become due and payable immediately and the Administrative Agent shall have delivered to the Company a notice demanding redemption of the bonds of this series which notice states that it is being delivered pursuant to Article VII of the Credit Agreement, (B) the occurrence of an Event of Default under clause (g) or (h) of Article VII of the Credit

Agreement, and (C) May 11, 2004, then all bonds of this series shall be redeemed or paid immediately at the principal amount thereof plus accrued interest to the date of redemption or payment.

The obligation of the Company to pay the accrued interest on bonds of this series on any Interest Payment Date prior to Maturity (a) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (b) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of interest on the bonds of this series).

The obligation of the Company to pay the principal of and accrued interest on bonds of this series at or after Maturity (x) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (y) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of principal of and accrued interest on the bonds of this series).

Anything in this bond to the contrary notwithstanding, if, at the time of the Maturity of the bonds of this series, the stated aggregate principal amount of such bonds then outstanding shall exceed the aggregate Revolving Credit Exposures (as defined in the Thirty-first Supplemental Indenture), the aggregate principal amount of such bonds shall be deemed to have been reduced by the amount of such excess.

The principal hereof may be declared or may become due prior to the stated maturity date on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a Completed Default as in the Mortgage provided.

This bond is non-transferable except as required to effect transfer to any successor administrative agent under the Credit Agreement, any such transfer to be made at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, together with a written instrument of transfer whenever required by the Company duly executed by the registered owner or by its duly authorized attorney, and, thereupon, a new fully registered bond of the same series for a like principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes.

In the manner prescribed in the Mortgage, any bonds of this series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, are exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

No recourse shall be had for the payment of the principal of or interest on this bond against any incorporator or any past, present or future subscriber to the capital stock,

D-3

NY1 753351v4

MICROFILMED

DEC 03 2003

stockholder, officer or director of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors being released by the holder or owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become obligatory until Citibank, N.A., the Trustee under the Mortgage, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, AVISTA CORPORATION has caused this bond to be signed in its corporate name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal to be impressed or imprinted hereon and attested by its Corporate Secretary or one of its Assistant Corporate Secretaries by his signature or a facsimile thereof.

Dated:

AVISTA CORPORATION

By: _____

ATTEST: _____

D-4

NY1 753351v4

MICROFILMED

DEC 03 2003

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series herein designated, described or provided for in the within-mentioned Mortgage.

CITIBANK, N.A.
Trustee

By _____
Authorized Officer

D-5

NY1 753351v4

MICROFILMED

DEC 03 2003

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto

[please insert social security or other identifying number of assignee]

[please print or typewrite name and address of assignee]

the within bond of AVISTA CORPORATION and does hereby irrevocably constitute and
appoint _____, Attorney, to transfer said bond on the books of the within-mentioned
Company, with full power of substitution in the premises.

Dated: _____

Notice: The signature to this assignment must
correspond with the name as written upon the face
of the bond in every particular without alteration or
enlargement or any change whatsoever.

D-6

NY1 753351v4

MICROFILMED

DEC 03 2003

Avista Utilities
1411 East Mission PO Box 3727
Spokane, Washington 99220-3727
Telephone 509-489-0500
Toll Free 800-727-9170
Facsimile 509-495-8734



RECEIVED
MAR 12 2003
IDWR/North

RECEIVED
MAR 24 2003

March 10, 2003

Mr. Bob Haynes
Regional Manager
Idaho Department of Water Resources
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814

Department of Water Resources

Dear Mr. Haynes:

Last year Avista filed two claims with the Department of Water Resources, Claim No. 95-9115 and Claim No. 95-9119, relating to the Post Falls Hydroelectric Development. Enclosed are amended Exhibit 3s for those claims. We have added a note to the Exhibits to clarify our intent that the Exhibit language was not meant to apply to the Coeur d'Alene Indian Reservation.

We would appreciate it if you would update our claims files with this information. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bruce F. Howard".

Bruce F. Howard
Spokane River License Manager

Enclosures (2)

c: Steve Fry
Howard Funke

MICROFILMED

DEC 03 2003



CLAIM NO. 95 - 9115
RECEIVED
MAR 12 2003
IDWR/North

AMENDED

Exhibit 3

**Claim of Water Right for
The Post Falls Hydroelectric Development**

Avista Corporation claims the right to occupy the lands shown in the notes, maps and exhibits, which are actually occupied by the reservoir. By submitting this claim and the notes, maps, and exhibits attached hereto, Avista Corporation is not waiving, releasing or abandoning any right that it may have to occupy the lands which are occupied in fact by the Post Falls HED reservoir. *

***Exhibit 3 is not applicable to lands within the Coeur d'Alene Reservation.**

MICROFILMED

DEC 03 2003

RECEIVED
MAY 13 2002
IDWR/North

LEGAL ADVERTISING PROOF OF PUBLICATION

Account #	DTI#	Identification	Amount
100631	651088	LEGAL NOTICE	\$220.00
Attention:	P.O. #	Run Dates	
DIANNE BALL		MAY 2, 9, 2002	
IDAHO DEPT. WATER RESOURCES NORTH 1910 NORTHWEST BLVD. SUITE 210 COEUR D'ALENE, ID 83814			Number of Lines 62 X 2 Affidavit 1 Legal # 13323

JAN 29 2003

Ball, Dianne

From: legals [legals@idahostatesman.com]
Sent: Wednesday, April 24, 2002 2:44 PM
To: Ball, Dianne
Subject: Re: Legal Notice to be published May 2 and 9, 2002

Thanks, Diane,

It came through beautifully, It will publish on 5/2 & 9

Janice

"Ball, Dianne" wrote:

> Janice, attached is a cover letter and copy of the legal notice for two (2)
> Avista Corporation Claims which have been filed with our office. Please
> publish this legal notice on 5/02 and 09/2002.
>
> If you have any questions, please call or e-mail me.
>
> <<CoverLetters - AVISTA claims 4-24-02 Id. Statesman.doc>>
> <<LegalNotices-AVISTA Claims 4-24-02.doc>>
>
> PLEASE CONFIRM RECEIPT OF THIS E-MAIL AND IF YOU HAVE ANY QUESTIONS AT ALL
> CONCERNING THIS PUBLICATION, PLEASE CALL ME.
>
> Thanks.
>
> Dianne
>
> Dianne Ball, Administrative Assistant
> Idaho Department of Water Resources
> 1910 Northwest Blvd., Suite 210
> Coeur d'Alene, ID 83814
> Phone 208-769-1450 FAX 208-769-1454
>
> -----
> Name: CoverLetters - AVISTA claims 4-24-02 Id. Statesman.doc
> CoverLetters - AVISTA claims 4-24-02 Id. Statesman.doc Type: Microsoft Word Document (application/msword)
> Encoding: base64
>
> Name: LegalNotices-AVISTA Claims 4-24-02.doc
> LegalNotices-AVISTA Claims 4-24-02.doc Type: Microsoft Word Document (application/msword)
> Encoding: base64

MICROFILMED

JAN 29 2003

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION
PO BOX 3727
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

Source SAINT JOE RIVER	Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER	Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER	Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE	Tributary To SPOKANE RIVER
Source SPOKANE RIVER	Tributary To COLUMBIA RIVER

Use: POWER STORAGE	01/01 To 12/31	164400 AFA
Use: POWER FROM STORAGE	01/01 To 12/31	164400 AFA
Total Diversion:		164400 AFA

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION
PO BOX 3727
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

Source SAINT JOE RIVER	Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER	Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER	Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE	Tributary To SPOKANE RIVER
Source SPOKANE RIVER	Tributary To COLUMBIA RIVER

Use: POWER STORAGE	01/01 To 12/31	60600 AFA
Use: POWER FROM STORAGE	01/01 To 12/31	60600 AFA
Total Diversion:		60600 AFA

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with an exception fee of \$25.00.

KARL J DREHER, Director

Published on 5/02 and 09/2002

MICROFILMED

JAN 29 2003



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 24, 2002

LEGAL NOTICE DEPARTMENT
IDAHO STATESMAN
PO BOX 40
BOISE ID 83707

e-mailed 4/24/02

RE: Statutory Claim No. 95-9115 and 95-9119

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 05/20/2002. Your cooperation is appreciated.

Sincerely

Dianne

Dianne Ball
Administrative Assistant

MICROFILMED

JAN 29 2003

Proof of Publication

The Post Register

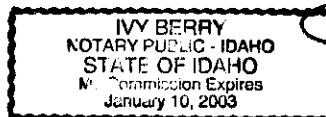
RECEIVED
APR 08 2002
IDWR/North

State of Idaho
County of Bonneville

I, ~~Lynn Winter~~ or Danae Jacobsen, first being duly sworn, depose and say: That I am the Production Supervisor or Asst. Prod. Supervisor of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post Register, a newspaper of general circulation, published daily at Idaho Falls, Idaho; said Post Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the First day of November, 1931, and each of said newspapers have been published continuously and uninterruptedly, prior to consolidation, for more than twelve consecutive months and said Post Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post Register for 2 consecutive (days) weeks, first publication having been made on the 21ST day of MARCH 2002, last publication having been made on the 28TH day of MARCH 2002 at the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

..... *D. Jacobs*
Subscribed and sworn to before me, this 3RD day of APRIL 2002



..... *Ivy Berry*
Notary Public

My commission expires January 10, 2003

MICROFILMED

JAN 29 2003

PUBLIC NOTICE

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION
PO BOX 3727
SPOKANE WA 99220-3727
Point(s) of Diversion SENE S4 T50N
R05W KOOTENAI County
Source SAINT JOE RIVER
Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER
Tributary to COEUR D ALENE LAKE
Source COEUR D ALENE LAKE
Tributary To SPOKANE RIVER
Source SPOKANE RIVER
Tributary To COLUMBIA RIVER
Use: POWER STORAGE

01/01 To 12/31 164400 AFA
Use: POWER FROM STORAGE
01/01 To 12/31 164400 AFA
Total Diversion: 164400 AFA

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE
and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION
PO BOX 3727
SPOKANE WA 99220-3727
Point(s) of Diversion SENE S4 T50N
R05W KOOTENAI County
Source SAINT JOE RIVER
Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE
Tributary To SPOKANE RIVER
Source SPOKANE RIVER
Tributary To COLUMBIA RIVER
Use: POWER STORAGE

01/01 To 12/31 60600 AFA
Use: POWER FROM STORAGE
01/01 To 12/31 60600 AFA
Total Diversion: 60600 AFA

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE
and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with an exception fee of \$25.00.

KARL J DREHER, Director

Published: March 21, 28, 2002

RECEIVED

APR 08 2002

IDWR/North

MICROFILMED

JAN 29 2003

Post Register

333 Northgate Mile
Idaho Falls, ID 83401
(208) 522-1800
April 3, 2002

DEPARTMENT OF WATER RESOURCES
1910 NORTHWEST BLVD. SUITE 210
COEUR D' ALENE ID 83814-2615
208-769-1450

RECEIVED
APR 08 2002
IDWR/North

Account # : 1644

ok to pay
DB

Published: MARCH 21, 28, 2002

Legal Notice: PUBLIC NOTICE 95-9115 AND 95-9119

Please refer to Invoice # or Ad # 170897

PO #

TOTAL COST: \$118.69

PLEASE INCLUDE ACCOUNT # AND AD # WITH YOUR
PAYMENT.

THANK YOU!

MICROFILMED

JAN 29 2003

LEGAL NOTICE

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION
PO BOX 3727
SPOKANE, WA 99220-3727
Point(s) of Diversion SENE S4 T50N R05W KOOTENAI
County
Source SAINT JOE RIVER

Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE
Tributary To SPOKANE RIVER
Source SPOKANE RIVER

Tributary To COLUMBIA RIVER
Use: POWER STORAGE 01/01 TO 12/31 164400 AFA
Use: POWER FROM STORAGE 01/01 To 12/31

164400 AFA
Total Diversion:
Priority Date: 07/01/1907

Place of Use: POWER STORAGE and POWER FROM
STORAGE T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the
generation of hydroelectric power of the Post Falls Hy-
droelectric Development Project No. 2545 as licensed by
the Federal Energy Regulatory commission under the
Federal Power Act.

95-9119

AVISTA CORPORATION
PO BOX 3727
SPOKANE, WA 99220-3727
Point(s) of Diversion SENE S4 T50N R05W KOOTENAI
County
Source SAINT JOE RIVER

Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER
Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE
Tributary To SPOKANE RIVER
Source SPOKANE RIVER

Tributary To COLUMBIA RIVER
Use: POWER STORAGE 01/01 To 12/31 60600 AFA
Use: POWER FROM STORAGE 01/01 To 12/31

60600 AFA
Total Diversion:
Priority Date: 05/01/1941

Place of Use: POWER STORAGE and POWER FROM
STORAGE T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the
generation of hydroelectric power of the Post Falls Hy-
droelectric Development Project No. 2545 as licensed by
the Federal Energy Regulatory commission under the
Federal Power Act.

Exceptions to a claim may be filed with the Department
of Water Resource, Northern Region, 1910 Northwest
Blvd., Suite 210, Coeur D'Alene, ID 83814 together with
an exception fee of \$25.00.

KARL J. DREHER, Director

PUBLISH: March 21 and 28, 2002

REC VED

APR 01 2002

DWR/North

Affidavit of Publication

STATE OF IDAHO
COUNTY OF TWIN FALLS } SS.

No 43825

I, Ruby Augderhaide being first duly sworn upon oath, depose
and say that I am principal clal of the TIMES-NEWS, published daily at,
Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping
attached, was published in the regular and entire issue of said newspaper, and not in any supplement
thereof, for two consecutive weeks,
commencing with the issue dated March 21, 2002,
and ending with the issue dated March 28, 2002.

And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho
Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily
except Monday, both of which newspapers prior to consolidation had been published under said names in said city and
county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-
NEWS, since such consolidation, has been published as a daily newspaper except Saturday, until July 31, 1978, at
which time said newspaper began daily publication under said name in said city and county continuously and unin-
terruptedly.

And I further certify that pursuant to Section 60-108 Idaho Code, Thursday of each week has been designated
as the day on which legal notice by law or by order of any court of competent jurisdiction within the state of Idaho to
be issue thereof, Thursday is announced as the day on which said legal notices will be published.

STATE OF IDAHO
COUNTY OF TWIN FALLS

On this 29th day of March in the year 2002 before me,
a Notary Public, personally appeared Ruby Augderhaide,
known or identified to me to be the person whose name subscribed to the within instrument, and being by me first
duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Deirda Capps McBurnie
Notary Public for Idaho

Residing at Twin Falls, Idaho.

My commission expires: 5-19-03

MICROFILMED

JAN 29 2003

RECEIVED

2002

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, ^{DWR/North} SS.
County of Kootenai,

Jennifer Standridge being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The

Legal Notice

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 2 consecutive Weeks commencing on the 21 day of March 2002, and ending on the 28 day of March 2002, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Personally appeared before me this 28 day of March 2002

Regina Mason

Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

MY COMMISSION EXPIRES 6/18/07

NOTICE OF APPLICATION FOR WATER RIGHT

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION
PO BOX 3727

SPOKANE WA 99220-3727

Point(s) of Diversion: SENE S4 T50N R05W KOOTENAI County
Source SAINT JOE RIVER Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE Tributary To SPOKANE RIVER
Source SPOKANE RIVER Tributary To COLUMBIA RIVER

Use: POWER STORAGE 01/01 To 12/31 164400 AFA
Use: POWER FROM STORAGE 01/01 To 12/31 164400 AFA
Total Diversion 164400 AFA

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION
PO BOX 3727

SPOKANE WA 99220-3727

Point(s) of Diversion: SENE S4 T50N R05W KOOTENAI County
Source SAINT JOE RIVER Tributary To COEUR D ALENE LAKE
Source SAINT MARIES RIVER Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE RIVER Tributary To COEUR D ALENE LAKE
Source COEUR D ALENE LAKE Tributary To SPOKANE RIVER
Source SPOKANE RIVER Tributary To COLUMBIA RIVER

Use: POWER STORAGE 01/01 To 12/31 60600 AFA
Use: POWER FROM STORAGE 01/01 To 12/31 60600 AFA
Total Diversion 60600 AFA

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur D'Alene, ID 83814 together with an exception fee of \$25.00.

Legal 0665
March 21, 28, 2002

KARL J. DREHER, Director

MICROFILMED

10 1 4 2003



TRIBUNE PUBLISHING COMPANY, INC.
The Lewiston Morning Tribune
505 C St., P.O.Box 957
Lewiston, Idaho 83501
(208) 743-9411

Date 03/28/2002 INVOICE NO. 289192

Account No. 964750

Description 289192 The following cl

Times 2 Lines 46

LEGAL ADVERTISING INVOICE

RECEIVED

Tab. Lines

MAR 28 2002

\$ 148.12

IDWR/North

SOLD TO: ID DEPT. OF WATER RESOURCES
1910 NORTHWEST BLVD. STE 210
COEUR D AL ID 83814

NOTICE: This is an invoice of Purchase made by you. Statement will be rendered the first of the month.
Please Retain This Invoice as Your Statement Will Refer to Invoice by No. Only.

AFFIDAVIT OF PUBLICATION

The following claim(s) have been filed based on diversion and beneficial use of water: ²⁸⁹¹⁹²
95-9115

AVISTA CORPORATION
PO BOX 3727

SPOKANE WA 99220-3727
Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County
Source SAINT JOE RIVER Tributary to COEUR D ALENE LAKE
Source SAINT MARIES RIVER Tributary to COEUR D ALENE LAKE
Source COEUR D ALENE RIVER Tributary to COEUR D ALENE LAKE
Source COEUR D ALENE LAKE Tributary to SPOKANE RIVER
Source SPOKANE RIVER Tributary to COLUMBIA RIVER
Use: POWER STORAGE 01/01 To 12/31 164400 AFA
Use: POWER FROM STORAGE 01/01 To 12/31 164400 AFA

Total Diversion:

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION
PO BOX 3727

SPOKANE WA 99220-3727
Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County
Source SAINT JOE RIVER Tributary to COEUR D ALENE LAKE
Source SAINT MARIES RIVER Tributary to COEUR D ALENE LAKE
Source COEUR D ALENE RIVER Tributary to COEUR D ALENE LAKE
Source COEUR D ALENE LAKE Tributary to SPOKANE RIVER
Source SPOKANE RIVER Tributary to COLUMBIA RIVER
Use: POWER STORAGE 01/01 To 12/31 60600 AFA
Use: POWER FROM STORAGE 01/01 To 12/31 60600 AFA

Total Diversion:

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE and POWER FROM STORAGE
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D'Alene ID 83814 together with an exception fee of \$25.00.
KARL J DREHER, Director
Published on 3/21 and 28, 2002.

Karen Lewis, being duly sworn, deposes and says, I am the Legal Clerk of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, publishers of the LEWISTON MORNING TRIBUNE, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Morning Tribune is an established newspaper and has been published regularly and issued regularly at least once a day for more than 21 consecutive years next immediately preceding the first publication of this notice, and has been so published uninterrupted for said period; that the 289192 The follo attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, 2 time(s). Publication being on 03/21, or once a WEEK for 2 consecutive WEEK, the first publication thereof being on the 03/21/2002, and the last publication thereof being on the 03/28/2002, and said 289192 The follo was so published in the regular and entire issue of said newspaper and was not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

Karen J Lewis

State of Idaho

S.S.

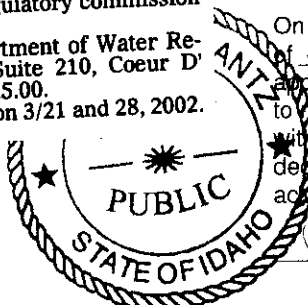
County of Nez Perce

On this 28 day of Mar in the year 2002, before me, a Notary Public, personally appeared Karen J Lewis, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Notary Public in and for the State of Idaho,
residing at Lewiston, therein
Commission Expires June 4, 2003

MICROFILMED

JAN 23 2003



Ball, Dianne

From: Ball, Dianne
Sent: Wednesday, March 13, 2002 3:31 PM
To: 'legals@magicvalley.com'
Subject: Statutory Claim No 95-9115 and 95-9119

Importance: High

March 13, 2002

RUBY - PLEASE REPLY IF YOU RECEIVE THIS OK - THANK YOU, DIANNE BALL

LEGAL NOTICE DEPARTMENT
TIMES NEWS
PO BOX 548
TWIN FALLS ID 83303

FAXED ATTEMPTED TO 208-734-5538 - NO ANSWER
3/13/02 MID AFTERNOON

RE: Statutory Claim No. 95-9115 and 95-9119

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

Dianne Ball
Administrative Assistant
Phone 208-769-1450 FAX 208-769-1454

~~~~~LEGAL NOTICES BEGIN BELOW~~~~~

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION  
PO BOX 3727  
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

|                            |                                 |
|----------------------------|---------------------------------|
| Source SAINT JOE RIVER     | Tributary To COEUR D ALENE LAKE |
| Source SAINT MARIES RIVER  | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE RIVER | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE LAKE  | Tributary To SPOKANE RIVER      |
| Source SPOKANE RIVER       | Tributary To COLUMBIA RIVER     |

|                         |                |            |
|-------------------------|----------------|------------|
| Use: POWER STORAGE      | 01/01 To 12/31 | 164400 AFA |
| Use: POWER FROM STORAGE | 01/01 To 12/31 | 164400 AFA |
| Total Diversion:        |                | 164400 AFA |

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE and POWER FROM STORAGE  
T50N R05W S4 SENE

**MICROFILMED**

**JAN 29 2003**

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION  
PO BOX 3727  
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

|                            |                                 |
|----------------------------|---------------------------------|
| Source SAINT JOE RIVER     | Tributary To COEUR D ALENE LAKE |
| Source SAINT MARIES RIVER  | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE RIVER | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE LAKE  | Tributary To SPOKANE RIVER      |
| Source SPOKANE RIVER       | Tributary To COLUMBIA RIVER     |

|                         |                |           |
|-------------------------|----------------|-----------|
| Use: POWER STORAGE      | 01/01 To 12/31 | 60600 AFA |
| Use: POWER FROM STORAGE | 01/01 To 12/31 | 60600 AFA |
| Total Diversion:        |                | 60600 AFA |

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE and POWER FROM STORAGE  
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with an exception fee of \$25.00.

KARL J DREHER, Director

Published on 3/21 and 28, 2002.

MICROFILMED

JAN 29 2003

The following claim(s) have been filed based on diversion and beneficial use of water:

95-9115

AVISTA CORPORATION  
PO BOX 3727  
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

|                            |                                 |
|----------------------------|---------------------------------|
| Source SAINT JOE RIVER     | Tributary To COEUR D ALENE LAKE |
| Source SAINT MARIES RIVER  | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE RIVER | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE LAKE  | Tributary To SPOKANE RIVER      |
| Source SPOKANE RIVER       | Tributary To COLUMBIA RIVER     |

|                         |                |            |
|-------------------------|----------------|------------|
| Use: POWER STORAGE      | 01/01 To 12/31 | 164400 AFA |
| Use: POWER FROM STORAGE | 01/01 To 12/31 | 164400 AFA |
| Total Diversion:        |                | 164400 AFA |

Priority Date: 07/01/1907

Place Of Use: POWER STORAGE and POWER FROM STORAGE  
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

95-9119

AVISTA CORPORATION  
PO BOX 3727  
SPOKANE WA 99220-3727

Point(s) of Diversion SENE S4 T50N R05W KOOTENAI County

|                            |                                 |
|----------------------------|---------------------------------|
| Source SAINT JOE RIVER     | Tributary To COEUR D ALENE LAKE |
| Source SAINT MARIES RIVER  | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE RIVER | Tributary To COEUR D ALENE LAKE |
| Source COEUR D ALENE LAKE  | Tributary To SPOKANE RIVER      |
| Source SPOKANE RIVER       | Tributary To COLUMBIA RIVER     |

|                         |                |           |
|-------------------------|----------------|-----------|
| Use: POWER STORAGE      | 01/01 To 12/31 | 60600 AFA |
| Use: POWER FROM STORAGE | 01/01 To 12/31 | 60600 AFA |
| Total Diversion:        |                | 60600 AFA |

Priority Date: 05/01/1941

Place Of Use: POWER STORAGE and POWER FROM STORAGE  
T50N R05W S4 SENE

Remarks: Claim is for right to store waters for use for the generation of hydroelectric power of the Post Falls Hydroelectric Development Project No. 2545 as licensed by the Federal Energy Regulatory commission under the Federal Power Act.

Exceptions to a claim may be filed with the Department of Water Resource, Northern Region, 1910 Northwest Blvd, Suite 210, Coeur D' Alene ID 83814 together with an exception fee of \$25.00. **MICROFILMED**

KARL J DREHER, Director

Published on 3/21 and 28, 2002.

**JAN 29 2003**

HP LASERJET 3150  
PRINTER/FAX/COPIER/SCANNER

ERROR REPORT FOR  
LWR  
208 769 1454  
MAR-13-02 3:21PM

| JOB | START TIME  | USAGE | PHONE NUMBER/ADDRESS | TYPE       | PAGES | MODE  | STATUS             |
|-----|-------------|-------|----------------------|------------|-------|-------|--------------------|
| 404 | 3/13 3:20PM | 0'00" | 912087345538 .....   | SEND ..... | 0 / 2 | ..... | NO ANSWER..... 931 |

TOTAL 0'00" PAGES SENT: 0 PAGES PRINTED: 0



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615  
(208) 769-1450 Fax (208) 769-1454

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

March 13, 2002

LEGAL NOTICE DEPARTMENT  
TIMES NEWS  
PO BOX 548  
TWIN FALLS ID 83303

FAXED TO 208-734-5538  
3/13/02 MID AFTERNOON

RE: Statutory Claim No. 95-9115 and 95-9119

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely,

Dianne Ball  
Administrative Assistant

*email  
legal@maizeralley.com*

MICROFILMED

JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

**LEGAL NOTICE DEPARTMENT**  
TIMES NEWS  
PO BOX 548  
TWIN FALLS ID 83303

**FAXED TO 208-734-5538**  
**3/13/02 MID AFTERNOON**

RE: Statutory Claim No. 95-9115 and 95-9119

**Dear LEGAL NOTICE DEPARTMENT:**

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

Dianne Ball  
Administrative Assistant

*No answer  
see copy of e-mail  
in file.  
3/13/02*

MICROFILMED

JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

**LEGAL NOTICE DEPARTMENT**  
COEUR D ALENE PRESS  
201 N 2ND  
COEUR D ALENE ID 83814

**FAXED TO 664-0212**  
**3/13/02 MID-AFTERNOON**

RE: Statutory Claim No. 95-9115 and 95-9119

**Dear LEGAL NOTICE DEPARTMENT:**

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

A handwritten signature in cursive script that reads "Dianne Ball".

Dianne Ball  
Administrative Assistant

MICROFILMED  
JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

**LEGAL NOTICE DEPARTMENT**  
IDAHO STATESMAN  
PO BOX 40  
BOISE ID 83707

**FAXED TO 208-377-6309**  
**3/13/02 MID-AFTERNOON**

RE: Statutory Claim No. 95-9115 and 95-9119

**Dear LEGAL NOTICE DEPARTMENT:**

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

Dianne Ball  
Administrative Assistant

MICROFILM

JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

**LEGAL NOTICE DEPARTMENT**  
LEWISTON MORNING TRIBUNE  
505 C ST PO BOX 957  
LEWISTON ID 83501

**FAXED TO 208-746-7341**  
**3/13/02 MID-AFTERNOON**

RE: Statutory Claim No. 95-9115 and 95-9119

**Dear LEGAL NOTICE DEPARTMENT:**

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

Dianne Ball  
Administrative Assistant

MICROFILMED  
JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

**LEGAL NOTICE DEPARTMENT**  
POST-REGISTER  
PO BOX 1800  
IDAHO FALLS ID 83402

**FAXED TO 208 529-3142**  
**3/13/02 MID-AFTERNOON**

RE: Statutory Claim No. 95-9115 and 95-9119

**Dear LEGAL NOTICE DEPARTMENT:**

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 04/08/2002. Your cooperation is appreciated.

Sincerely

A handwritten signature in cursive script that reads "Dianne Ball".

Dianne Ball  
Administrative Assistant

MICROFILMED

JAN 29 2003



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

**NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615**  
**(208) 769-1450** **Fax (208) 769-1454**

**DIRK KEMPTHORNE**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

March 13, 2002

AVISTA CORPORATION  
PO BOX 3727  
SPOKANE WA 99220-3727

RE: Water Right Claim No 95-9115

Dear Claimant(s):

The Department of Water Resources acknowledges receipt of your water right claim. Please refer to the above referenced number in all future correspondence regarding this application.

A legal notice of the claim has been prepared and is scheduled for publication in the Coeur d'Alene Press, Lewiston Tribune, Times News, Post Register and Idaho Statesman on March 21 and 28, 2002. If exceptions to the claim are filed you will be sent a copy of the exceptions(s).

The filing and advertising of the claim does not confirm the water right claimed. It will serve to record and preserve the information and the evidence, including any exceptions, regarding the claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have the information or evidence added at any time. Corrections to the claim may be made by filing an amended claim; no additional filing fees are required to amend a claim.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

We are enclosing a copy of the claim for your records. Please feel free to contact this office if you have any questions.

Sincerely,

Robert G. Haynes, P.E.  
Regional Manager

**MICROFILMED**

Enclosure(s) - Copy of Statutory Claim referenced above **IAN 2 9 2003**

**Ball, Dianne**

---

**From:** Reynolds, Kelly [kelly.reynolds@avistacorp.com]  
**Sent:** Wednesday, March 13, 2002 2:50 PM  
**To:** 'dball@idwr.state.id.us'  
**Subject:** Avista Corp. Public Notices

Diane,

Just a short note, thank you for your help and the copy of the Notice.

Kelly  
Avista Utilities.  
Environmental Affairs  
(509) 495-4486  
kelly.reynolds@avistacorp.com

MICROFILMED

JAN 29 2003 1

## **Ball, Dianne**

---

**From:** Ball, Dianne  
**Sent:** Wednesday, March 13, 2002 1:31 PM  
**To:** Curtis, Sharla  
**Cc:** Keen, Shelley  
**Subject:** RE: Avista

Thanks for running it by Shelley, also, I appreciate both of you and your input. I was just concerned because of their weirdness!!! I will send them out this afternoon via FAX. I have already had a call from a lady at Avista wanting to know if they were going to go out today!!! They don't much more than let me get the entry done on these things before they start calling to see if they are advertised and ready for approval!!!

Dianne

-----Original Message-----

**From:** Curtis, Sharla  
**Sent:** Wednesday, March 13, 2002 12:56 PM  
**To:** Ball, Dianne  
**Subject:** Avista

These filings look weird and frankly I think they are weird, but when did my opinion ever count, huh? Just kidding. Anyway, Shelley and I looked at them; your data entry is fine and the ad looks okay, so go for it!!!!

MICROFILMED

JAN 29 2003 1

Avista Utilities  
1411 East Mission PO Box 3727  
Spokane, Washington 99220-3727  
Telephone 509-489-0500  
Toll Free 800-727-9170



RECEIVED  
JAN 18 2002  
IDWR/North

January 14, 2002

Mr. Al Beardslee  
Senior Water Resource Agent  
Idaho Department of Water Resources  
1910 Northwest Boulevard, Suite 210  
Coeur d'Alene, ID 83814

Dear Mr. Beardslee:

RE: Water Storage Rights for the Post Falls HED

In reference to an Idaho Department of Water Resources letter (from Ralph Mellin) dated February 19, 1999, enclosed are two claims to water rights for storage at the Post Falls Hydroelectric Development, Spokane River Project, FERC No. 2545. These claims are submitted by Avista Corporation, formerly known as The Washington Water Power Company. A check for \$500, \$250 per claim, was forwarded on December 24, 2001, and was documented on receipt number ID N014790.

Avista already holds the following claims associated with the Post Falls HED (copies attached):

|                               |                          |           |
|-------------------------------|--------------------------|-----------|
| Water License No. 95-08003    | Priority date of 3/17/80 | 1,150 cfs |
| Water Right Claim No. 95-4518 | Priority date of 7/1/07  | 4,250 cfs |

If you have any questions on this matter, please call Michele Drake at (509) 495-8941.

Sincerely,

A handwritten signature in cursive script that reads "Steven A. Fry".

Steven A. Fry, P.E.  
Hydro Licensing and Safety Manager  
509-495-4084

Enclosures (4)

c: Bob Anderson  
Michele Drake  
Bruce Howard  
Toni Pessemier

MICROFILMED

JAN 29 2003

State of Idaho  
Department of Water Resources

# WATER RIGHT LICENSE

WATER RIGHT NO. 95-08003

Priority: March 17, 1980

Maximum Diversion Rate:

1150.00 CFS

This is to certify, that WASHINGTON WATER POWER CO  
PO BOX 3727  
SPOKANE WA 99220

has complied with the terms and conditions  
of the permit, issued pursuant to Application for Permit dated March 17, 1980; and  
has submitted Proof of Beneficial Use on November 15, 1984. An examination indicates  
that the works have a diversion capacity of 1401.000 cfs of water from:

SPOKANE RIVER tributary to COLUMBIA RIVER

source, and a water right has been established as follows:

BENEFICIAL USE

PERIOD OF USE

RATE OF DIVERSION

POWER

01/01 to 12/31

1150.00 CFS

LOCATION OF POINT(S) OF DIVERSION:

SENE, Sec. 4, Township 50N, Range 05W  
KOOTENAI County

PLACE OF USE: POWER

TWN RGZ SEC

50N 05W 4

SENE

CONDITIONS OF APPROVAL AND REMARKS

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.
5. Use of water under this right shall be non-consumptive.

MICROFILMED

JAN 29 2003

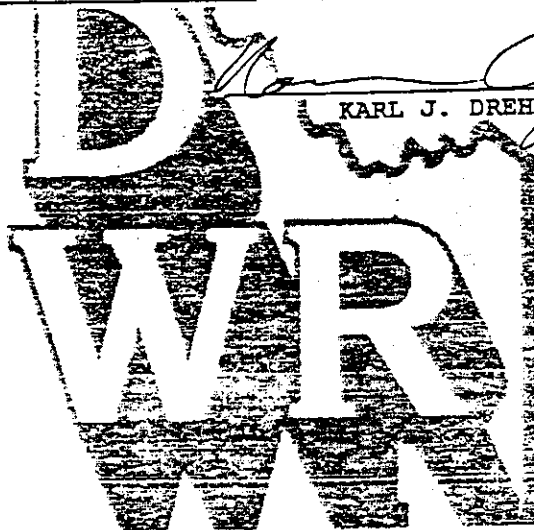
State of Idaho  
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 95-08003

CONDITIONS OF APPROVAL AND REMARKS

6. The diversion and use of water under this license is subject to review by the Director after the date of expiration of the license issued by the Federal Energy Regulatory Commission for Project No. 2545-004. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
7. Water used under this right shall meet Idaho Water Quality Standards.
9. This license is for operation of the sixth turbine installed at the Post Falls Hydroelectric Development.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.  
Witness the seal and signature of the Director, affixed at Boise, this 28<sup>TH</sup>  
day of JUNE, 1996.

  
KARL J. DREHER, DirectorMICROFILMED  
JAN 29 2003

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that The Washington Water Power Company  
(Name of Claimant)  
P. O. Box 3727, Spokane, Washington 99220 Telephone No. (509) 489-0500  
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1907

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)  
Spokane River tributary to Columbia River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

| (cfs, af)                | (Domestic, Irrigation, Stock, Etc.) | (Both dates inclusive)              |                       |
|--------------------------|-------------------------------------|-------------------------------------|-----------------------|
|                          |                                     | (Mo., Day)                          | (Mo., Day)            |
| Quantity <u>4250 cfs</u> | Use <u>Elec. Power Generation</u>   | Period of Use From <u>January 1</u> | To <u>December 31</u> |
| Quantity _____           | Use _____                           | Period of Use From _____            | To _____              |
| Quantity _____           | Use _____                           | Period of Use From _____            | To _____              |
| Quantity _____           | Use _____                           | Period of Use From _____            | To _____              |
| Quantity _____           | Use _____                           | Period of Use From _____            | To _____              |

(4) 4250 cfs TOTAL QUANTITY USED.  
(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)  
SE 1/4 NE 1/4, Sec. 4 Twp. 50N Rge. 5 W B.M., County of Kootenai  
Additional points of diversion: \_\_\_\_\_

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Five (5) turbine generators each rated at 3260 HP and an 11 1/2-foot diameter penstock using 850 cfs w/62 ft head.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

| T   | R   | SEC. | NE1/4 |       |       |       | NW1/4 |       |       |       | SW1/4 |       |       |       | SE1/4 |       |       |       | TOTAL |
|-----|-----|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|     |     |      | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 | NE1/4 | NW1/4 | SW1/4 | SE1/4 |       |
| 50N | 5 W | 4    |       |       |       | X     |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|     |     |      |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |

No. of acres \_\_\_\_\_

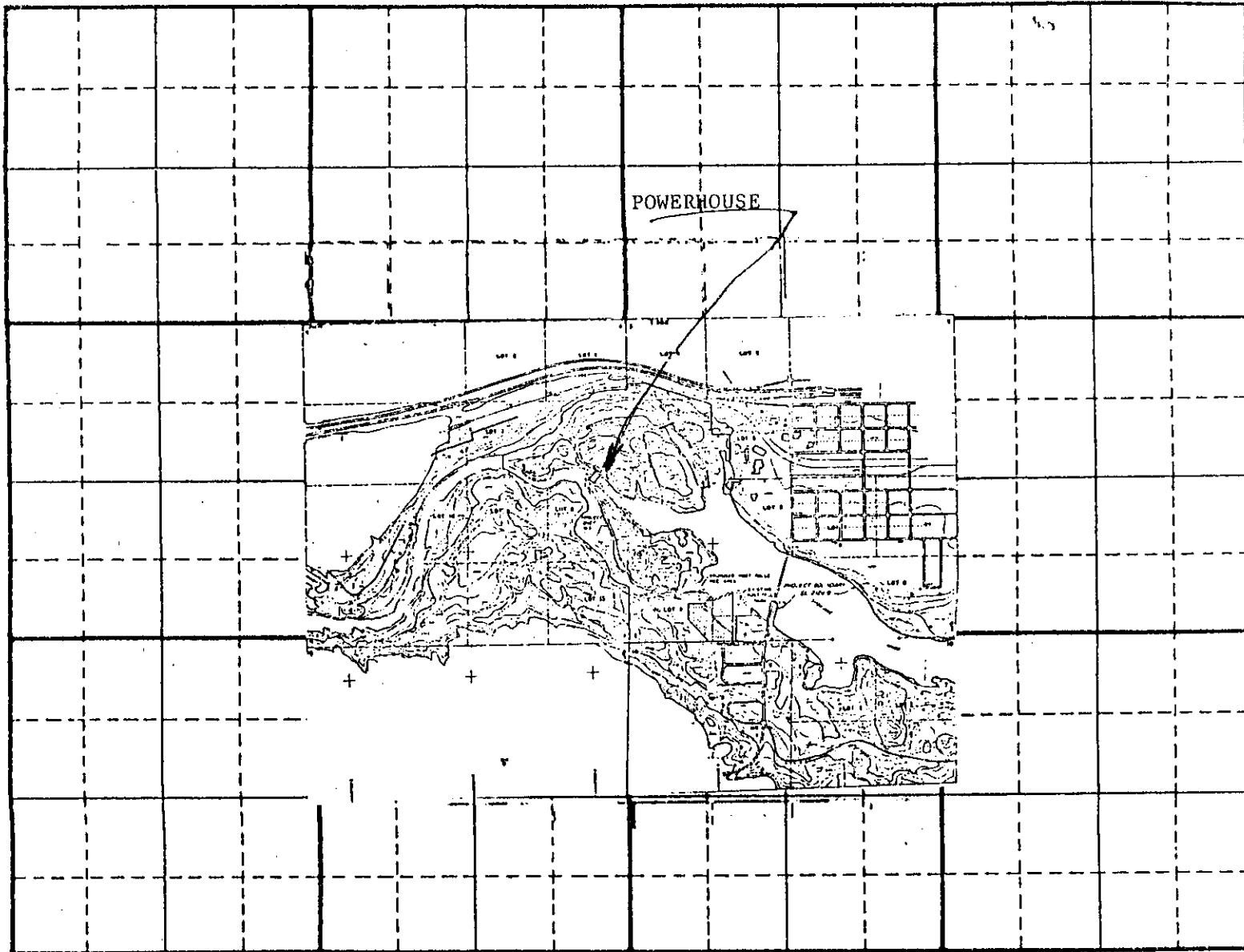
B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Water under head is used to turn a hydraulic turbine which through a shaft drives an electric generator and electricity is produced, then distributed to users.

NOTE: Include here the type and number of stock watered: \_\_\_\_\_

(7) If you are claiming water as a member of an organization, list name of organization: MICROFILMED

JAN 29 2003

(8) Remarks See attached sheet.



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of ~~Idaho~~ Washington )  
County of Spokane ) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

THE WASHINGTON WATER POWER COMPANY  
James I. Fuller, P.E.  
Supervisor, (Claimant) Generation Engineer in

Sworn to before me this 16th day of December, 19 82.

Marjorie Hargan  
Notary Public  
Residing at Spokane, Washington.

My commission expires 8/20/86.

FOR DEPARTMENT USE ONLY

Received by MPK Date 1-3-83 Exception filed by: \_\_\_\_\_ Date \_\_\_\_\_  
Prelim. check by MPK Date 1-7-83  
\$30.00 fee received by MPK Date 1-12-83 - (24803)  
Published in Coeur d'Alene Press  
Dates 2/3/10/83

MICROFILMED  
JAN 29 2003

No. 8 - Remarks

The Washington Water Power Company claims the right to use all of the water of the Spokane River at Post Falls for water power purposes. The Company owns all of the land on which the Post Falls dams and water power works are located. The date of priority of such claim is June 1, 1871, which was confirmed March 3, 1891, by Act of Congress (26 Stat.989). A United States Patent was issued to Frederick Post for the land and water power at the Post Falls site. The Company has acquired the land and water power rights and has put to beneficial use the above quantities of water since 1907.

MICROFILMED

JAN 29 2003