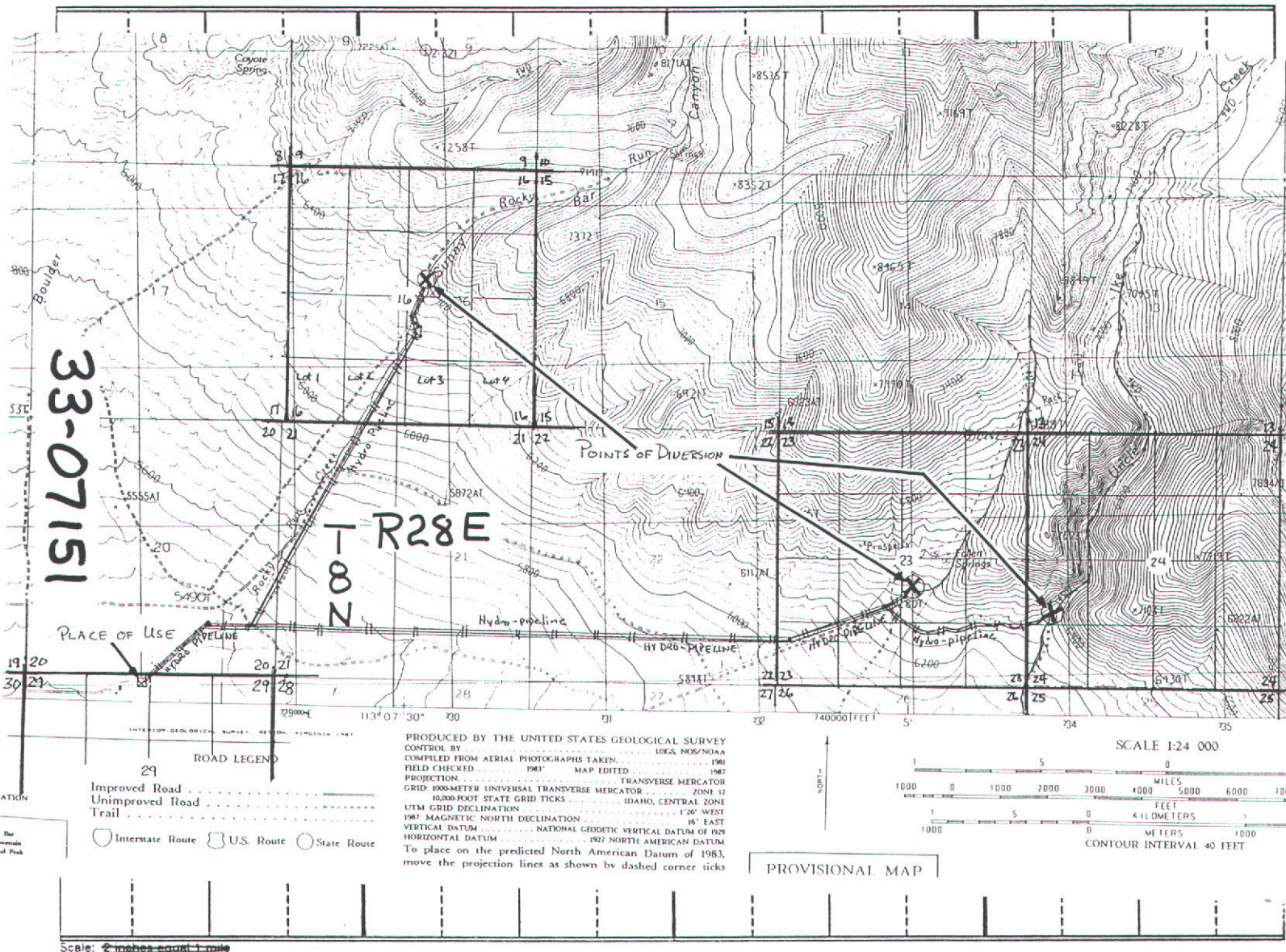


Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)



I hereby request approval of this change subject to the fact that no one will be injured by the change, and that the change will be made at my own risk.

Signed this 7 day of April, 19 95.

Orville Nicholson
Permit Holder

#E020868 ~~SSD~~ ²⁰ KAW 4/1/95 ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by _____ Date _____

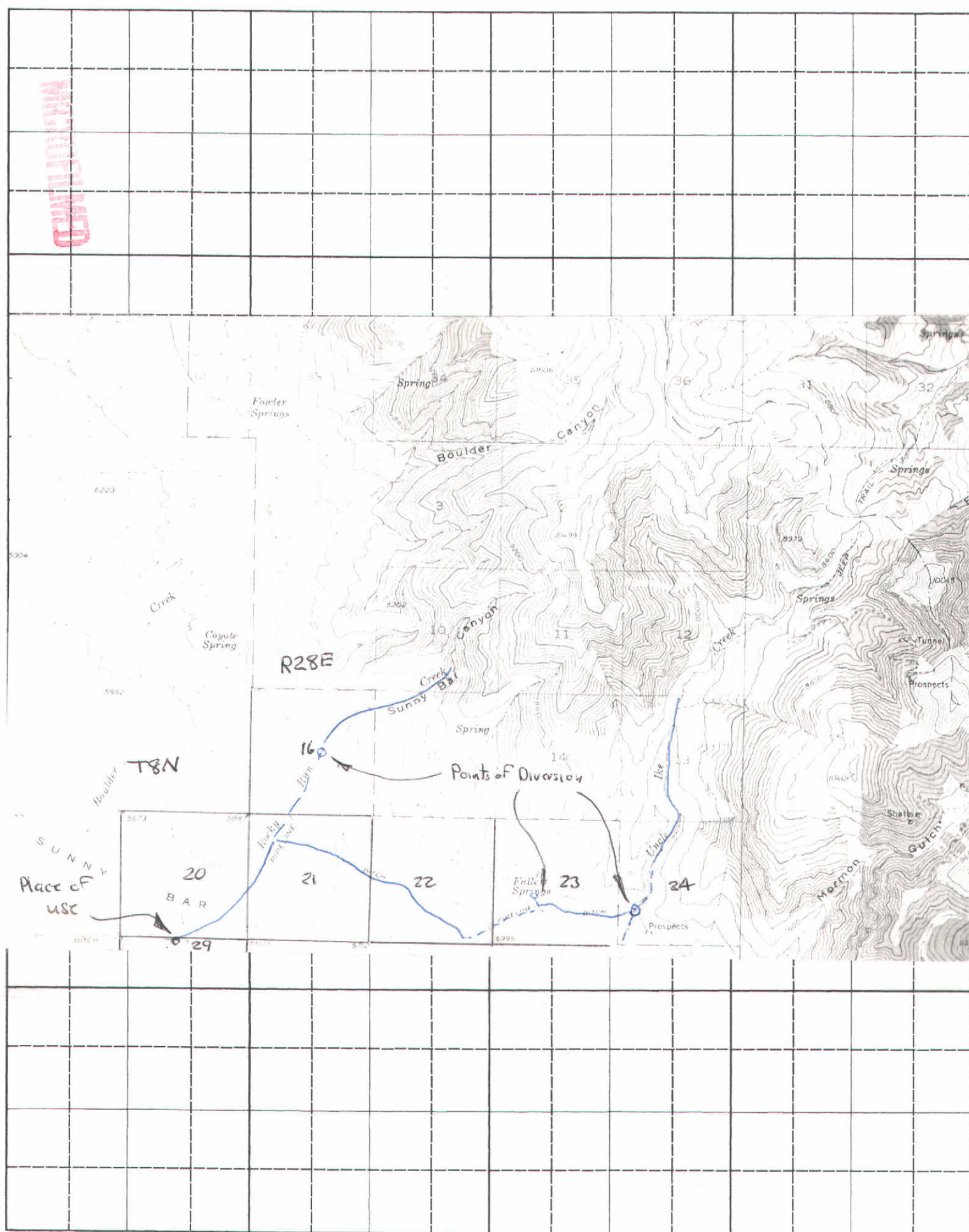
Published in _____ Publication dates _____

I, KARL J. DREHER, Director, of the Department of Water Resources hereby approve this Application for Amendment of Permit (for licensing purposes).

Witness my hand this 4TH day of OCTOBER, 19 95.

Norm C. Young
SIGNATURE

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



Scale: 2 inches equal 1 mile.

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

Grville Nicholson
(Applicant)



Photo 1. Shows PUMPS WHICH
DELIVER 00066, 00117, 02024 TO
IRRIGATION SYSTEM AFTER WATER
HAS GONE THROUGH TURBINE.
MR. NICHOLSON IN BACKGROUND

33-07151



Photo 2. Shows KEITH WILSON AND
MR. NICHOLSON IN FRONT OF THE
HYDRO SYSTEM CONTROL PANEL.

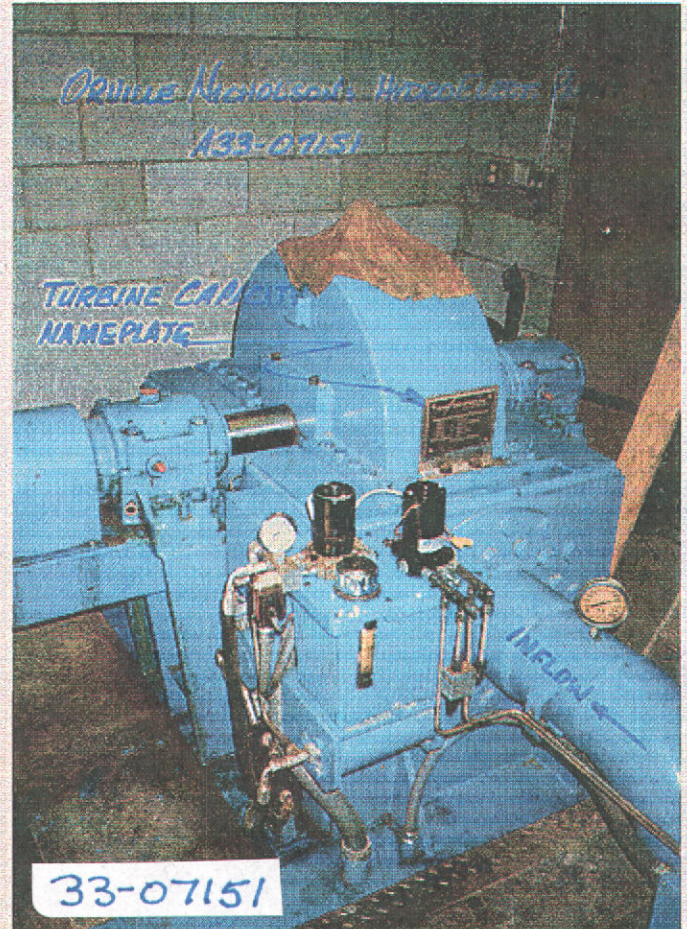


Photo 3. Shows TURBINE AND
INFLOW PRELINE.

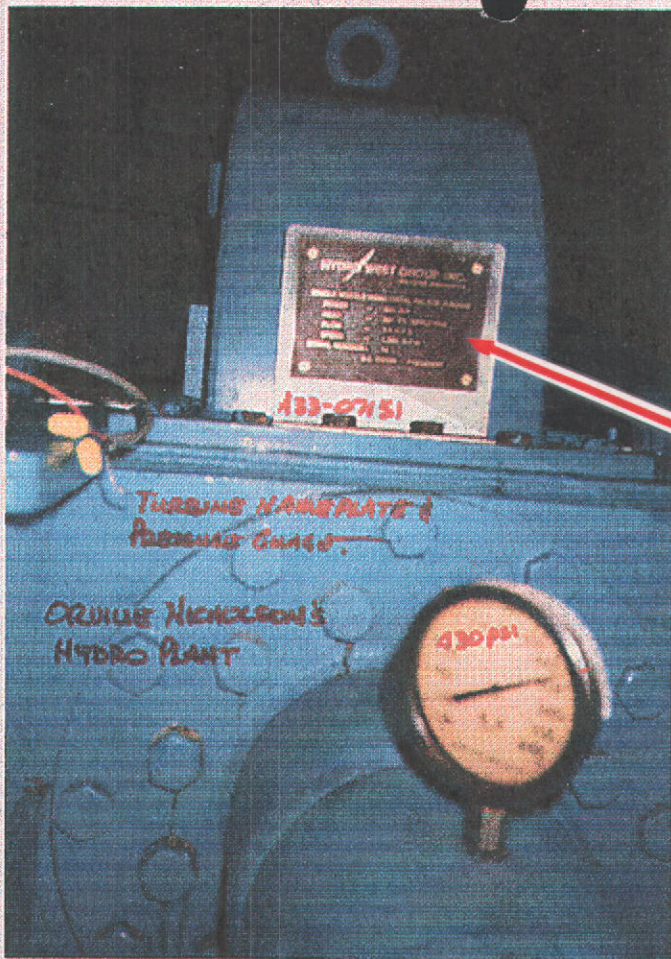
OCT 26 1995

Photos: Oct. 11, 1994, A. RUBERRI

33-07151

ORVILLE NICHOLSON

Photo 4: TURBINE NAME PLATE AND
PRESSURE GAUGE.



POWER: 605HP
HEAD: 844' EFFECTIVE
FLOW: 7.1 cfs
SPEED: 1200 RPM
SERIAL NO: 14

FROM: HYDRO WEST GROUP INC.
BELLEVUE WA

PRESSURE GAUGE READS 430 PSI.

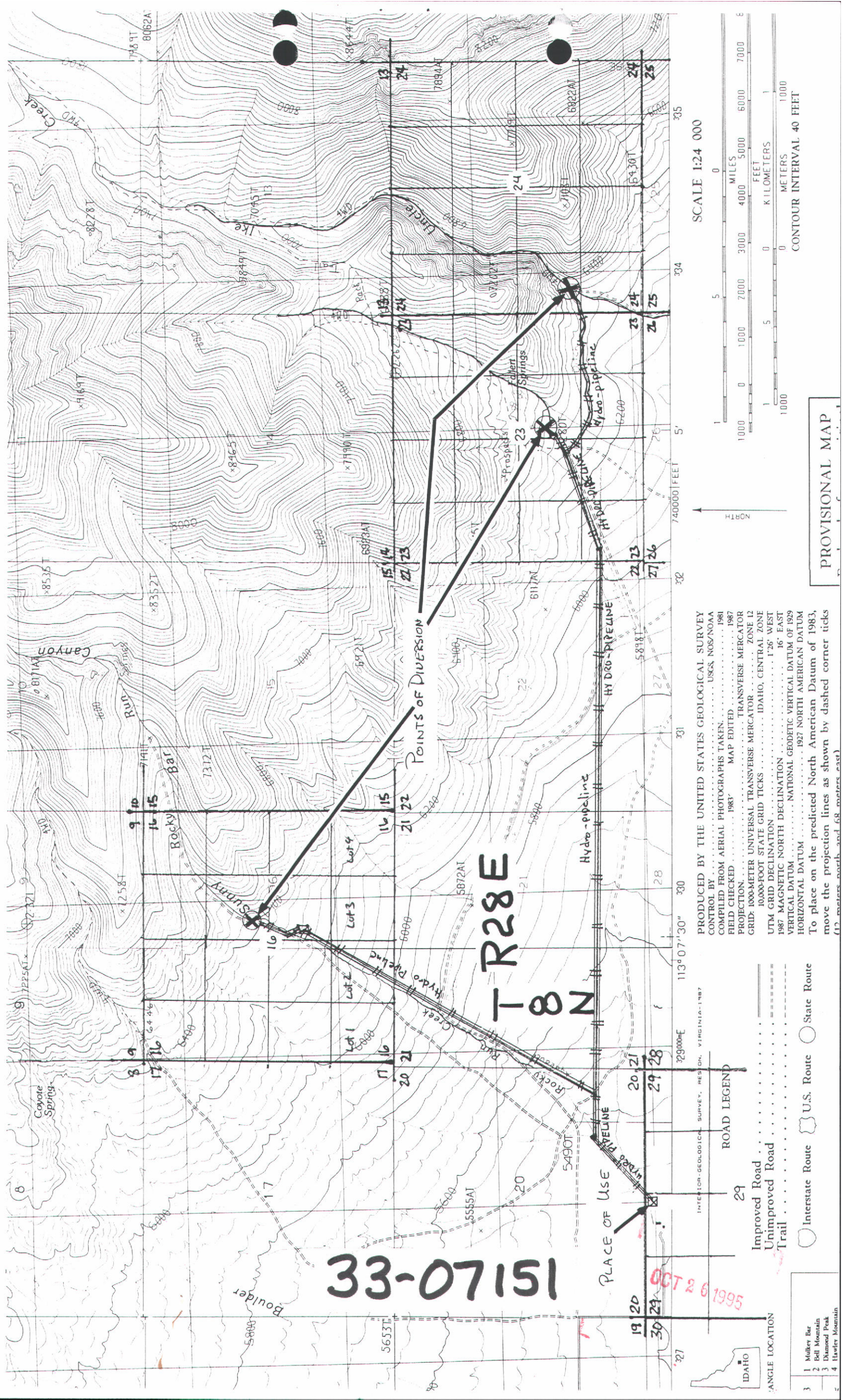


Photo 5: WINTER DISCHARGE
FROM TURBINE

33-07151

OCT 26 1995

Photos by A. RUBERRY
6 MARCH 95



33-07151

T-R28E

OCT 26 1995



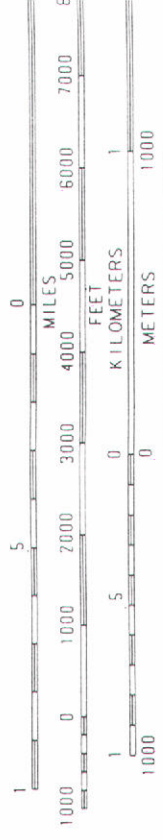
- 1 Mulkey Bar
- 2 Bell Mountain
- 3 Diamond Peak
- 4 Hawley Mountain

ROAD LEGEND

- Improved Road
- Unimproved Road
- Trail
- Interstate Route
- U.S. Route
- State Route

PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY
CONTROL BY USGS NOS/NOAA
COMPILED FROM AERIAL PHOTOGRAPHS TAKEN 1981
FIELD CHECKED 1981 MAP EDITED 1987
PROJECTION TRANSVERSE MERCATOR
GRID: 1000-METER UNIVERSAL TRANSVERSE MERCATOR ZONE 12
10000-FOOT STATE GRID TICKS IDAHO, CENTRAL ZONE
UTM GRID DECLINATION 1°26' WEST
1987 MAGNETIC NORTH DECLINATION 16° EAST
VERTICAL DATUM NATIONAL GEODETIC VERTICAL DATUM OF 1929
HORIZONTAL DATUM 1927 NORTH AMERICAN DATUM
To place on the predicted North American Datum of 1983,
move the projection lines as shown by dashed corner ticks
(12 meters north and 68 meters east)

SCALE 1:24 000



PROVISIONAL MAP

Attachment
E-1 Form

§ 4.94 Standard terms and conditions of exemption.

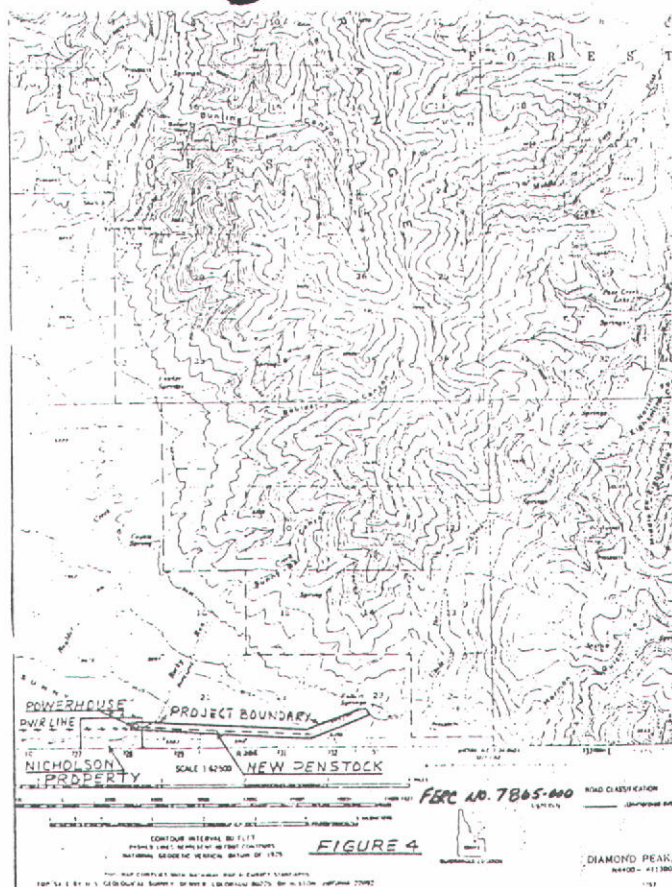
Any exemption granted under § 4.93 for a small conduit hydroelectric facility is subject to the following standard terms and conditions:

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

(b) Article 2. The construction, operation, and maintenance of the exempt facility must comply with any terms and conditions that any Federal or State fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act.

D3b. Agency Comments - The U.S. Fish and Wildlife Service, the National Marine Fisheries Service, and the State Fish and Game agencies are requested, for the purposes set forth in Section 30 of the Federal Power Act, to file within 45 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 45 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

Kenneth F. Plumb
Secretary



State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 33-07151

Priority: January 13, 1983

Maximum Diversion Rate:

6.00 CFS

Maximum Diversion Volume:

4343.9 AF

This is to certify, that ORVILLE NICHOLSON

HOWE ID 83244

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 13, 1983; and has submitted Proof of Beneficial Use on June 7, 1988. An examination indicates that the works have a diversion capacity of 29.700 cfs of water from:

UNCLE IKE CREEK
FALLERT SPRINGS
ROCKY RUN CREEK

tributary to BIG SPRING CREEK
tributary to SINKS
tributary to SINKS

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
POWER	01/01 to 12/31	6.00 CFS	4343.9 AF

LOCATION OF POINT(S) OF DIVERSION:

SWNE , Sec. 16, Township 08N, Range 28E
NWNWSE , Sec. 23, Township 08N, Range 28E
NWSW , Sec. 24, Township 08N, Range 28E
BUTTE County

PLACE OF USE: POWER

TWN RGE SEC

08N 28E 29

NENW

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

OCT 26 1985

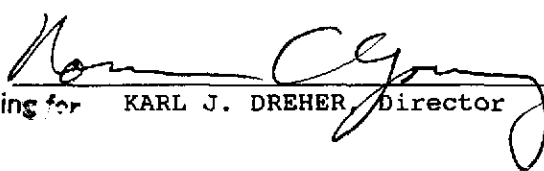
State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 33-07151

CONDITIONS OF APPROVAL AND REMARKS

5. 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.
6. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
7. Use of water under this water right will be regulated by the watermaster of State Water District No. 33.
8. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
9. The issuance of this right does not grant any right-of-way or easement across the land of another.
10. The diversion and use of water under this license is subject to review by the Director after the date of expiration of license 7865 issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
11. Water diverted under this right is also used for irrigation purposes in conjunction with Rights 33-00066, 33-00117 and 33-02024 and when combined with those rights shall not exceed a diversion rate of 6.8 cfs.

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 4TH
day of OCTOBER, 1975.


Acting for KARL J. DREHER, Director

OCT 26 1975

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR AMENDMENT OF A PERMIT
(FOR LICENSING PURPOSES)Applicant ORVILLE NICHOLSON Phone 767-3463Address Box 40 Howe, Id 83244I am the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 33-07151, and request that the permit and permit map be amended and/or changed as follows:Purpose of Amendment: ☒ Change point of diversion ☐ Add point of diversion
☐ Change place of use ☐ Change nature of use ☐ Change period of use ☐ Other1. Point of diversion: 1/4 SW 1/4 NE 1/4, Section 16, Township 8N, Range 28E, B.M.,
County of Butte. Other points of diversion (1st P/D for Rocky Run) NW 1/4 SE 1/4 Sec 23 (Fallert Springs)
NW 1/4 SW 1/4 Sec 24 (Uncle Ike Creek) T8N R28E

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 6.00 cfs for Power purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)

3. Place of use or land to be irrigated:

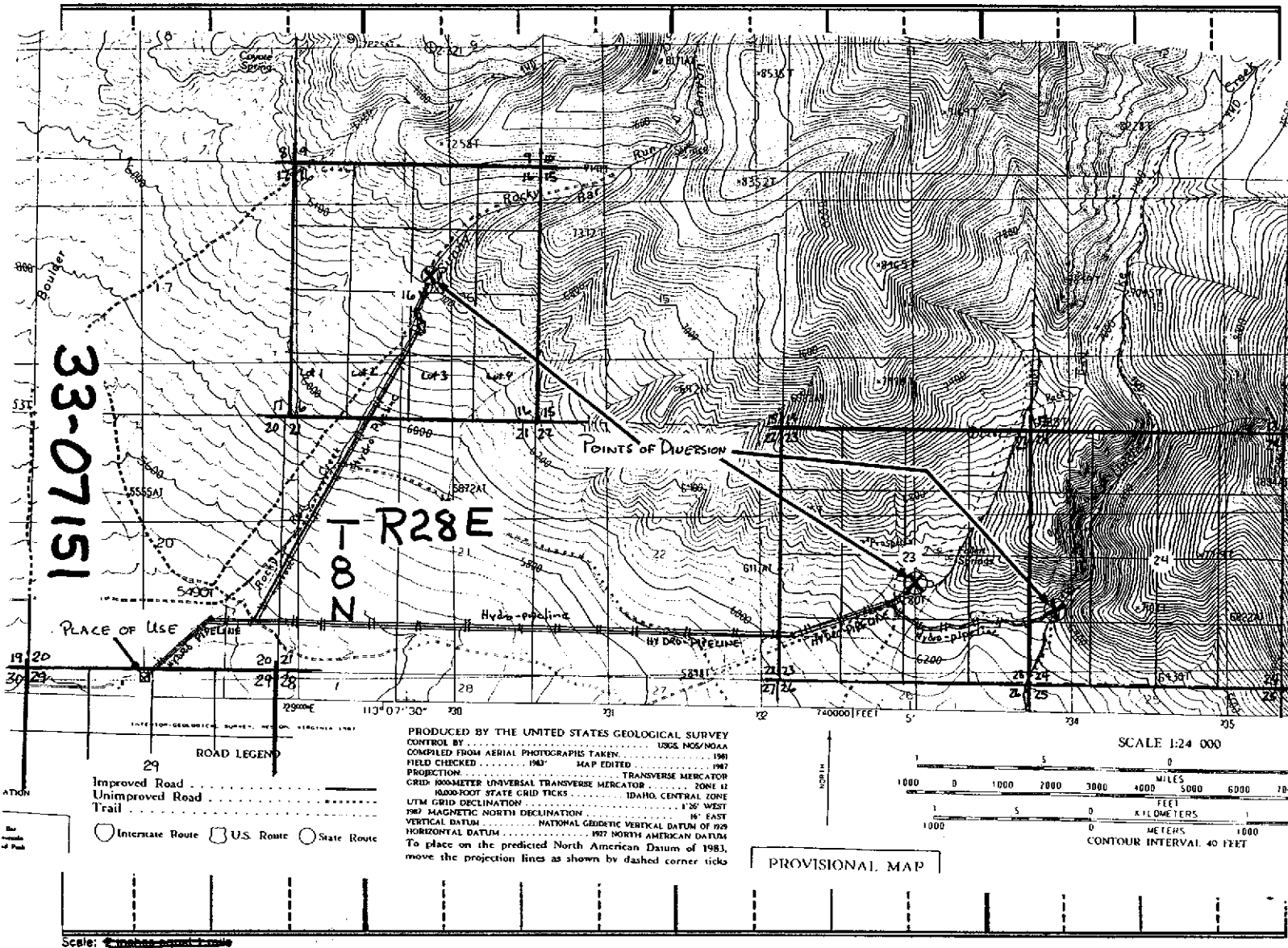
T w p	R g e	S e c	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
8N	28E	29					P												

Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? BLM, State, Forest Service
b. Who owns the land to be irrigated at the place of use? Applicant
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Applicant has easements

OCT 26 1995

Complete the following map by showing land and point of diversion as proposed by this amendment.
 Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)



I hereby request approval of this change subject to the fact that no one will be injured by the change, and that the change will be made at my own risk.

Signed this 7 day of April, 1995. Orville Nicholson
 Permit Holder

#E020868 SD 22 Kaw 4/1/95 ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by _____ Date _____

Published in _____ Publication dates _____

I, KARL J. DREHER, Director, of the Department of Water Resources hereby
 approve this Application for Amendment of Permit (for licensing purposes).

Witness my hand this 4TH day of OCTOBER, 1995.

Karl J. Dreher
 SIGNATURE

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 33-7151 IN THE)
NAME OF ORVILLE NICHOLSON) ORDER OF REINSTATEMENT
_____)

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use be submitted on or before July 1, 1988; and,

WHEREAS, Section 42-218a Idaho Code provides that the Department notify permit holder sixty days prior to the proof due date; and,

WHEREAS, the Department sent notice to the permit holder by certified mail that proof was due with instructions of the steps to be taken to make said proof; and,

WHEREAS, on June 7, 1988, the permit holder submitted proof of beneficial use; and,

WHEREAS, Section 42-218a of the Idaho Code provides that a permit may be reinstated upon a showing of reasonable cause within sixty days of the notice of lapsing; and,

WHEREAS, the permit holder provided a reasonable showing why the permit should be reinstated by submitting a timely proof of beneficial use;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 33-7151 be REINSTATED with no advance in priority. *nd*

Dated this 23 day of September, 1988.

RECEIVED
SEP 30 1988

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

RECEIVED
JUN - 7 1988

For Office Use Only
Fee Received 145 80.00
Date 5-31-88 8-11-88
Receipt # 17000299 C002206
Receipt by HWJ CP
Reviewed by 98
Sent to region

STATE OF IDAHO
Department of Water Resources
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

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

Permit No. 33-7151

Name(s) of Permit Holder: Orville Nicholson

Post Office Address: Howe, ID 83244

Telephone No. 767-3463

Source of Water: Under Ike Creek, Ballant Spring + Rocky Run Creek

Extent of Use:

Domestic (number of households) Stockwater (number and type of stock)

Irrigation (acres) Other/Remark Power

Total rate and/or volume for which proof is submitted 6.0 cfs acre-feet

Show the date water was first diverted and beneficially used under this permit: May 1, 1986

Measuring Device: Required? ☒ Yes ☐ No
Installed? ☒ Yes ☐ No
Fee enclosed \$ 145.00 + 80
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ☐ Yes ☐ No
Installed? ☐ Yes ☐ No

Person to contact to accompany the Department representative during the field examination:

Applicant
 (Telephone Number)

SEP 30 1988
 (Address)

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

5-31-88
Date

Orville Nicholson
Signature of Permit Holder (and title, if appropriate)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT **APPROVED**

To appropriate the public waters of the State of Idaho

1. Name of applicant Orville Nicholson Phone 767-3463

Post office address Howe, Idaho 83244

2. Source of water supply Uncle Ike Crk., Fallert Sprg. which is a tributary of Little Lost River

#1 Uncle Ike Creek

3. Location of point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24 Township 8N

Range 28E B.M. Butte County, additional points of diversion if any: _____

#2 Fallert Spring-NESW, Sec. 23, T. 8N, R. 28E, #3 Rocky Run Crk. NWSE, Sec. 16, T8N R. 28E

4. Water will be used for the following purposes:

- #1 4.2 Amount 6.00 for Power purposes from 1-1 to 12-31 (both dates inclusive)
cfs (cfs or acre-feet per annum)
- #2 1.0 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
cfs (cfs or acre-feet per annum)
- #3 0.8 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
cfs (cfs or acre-feet per annum)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 6.00 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Pipeline and ditch system exists for decreed irrigation rights. Pelton wheel will be added at bottom of pipeline before water is taken to pivots for irrigation.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

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

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 29 Township 8N
Range 28E B.M.

(2) Amount of power to be generated: 200 horsepower under 460 feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.

(5) If water is to be used for other purposes describe: Power generation for personal use and possible sale to utilities

[illegible]

Who owns the property at the point of diversion

BLM

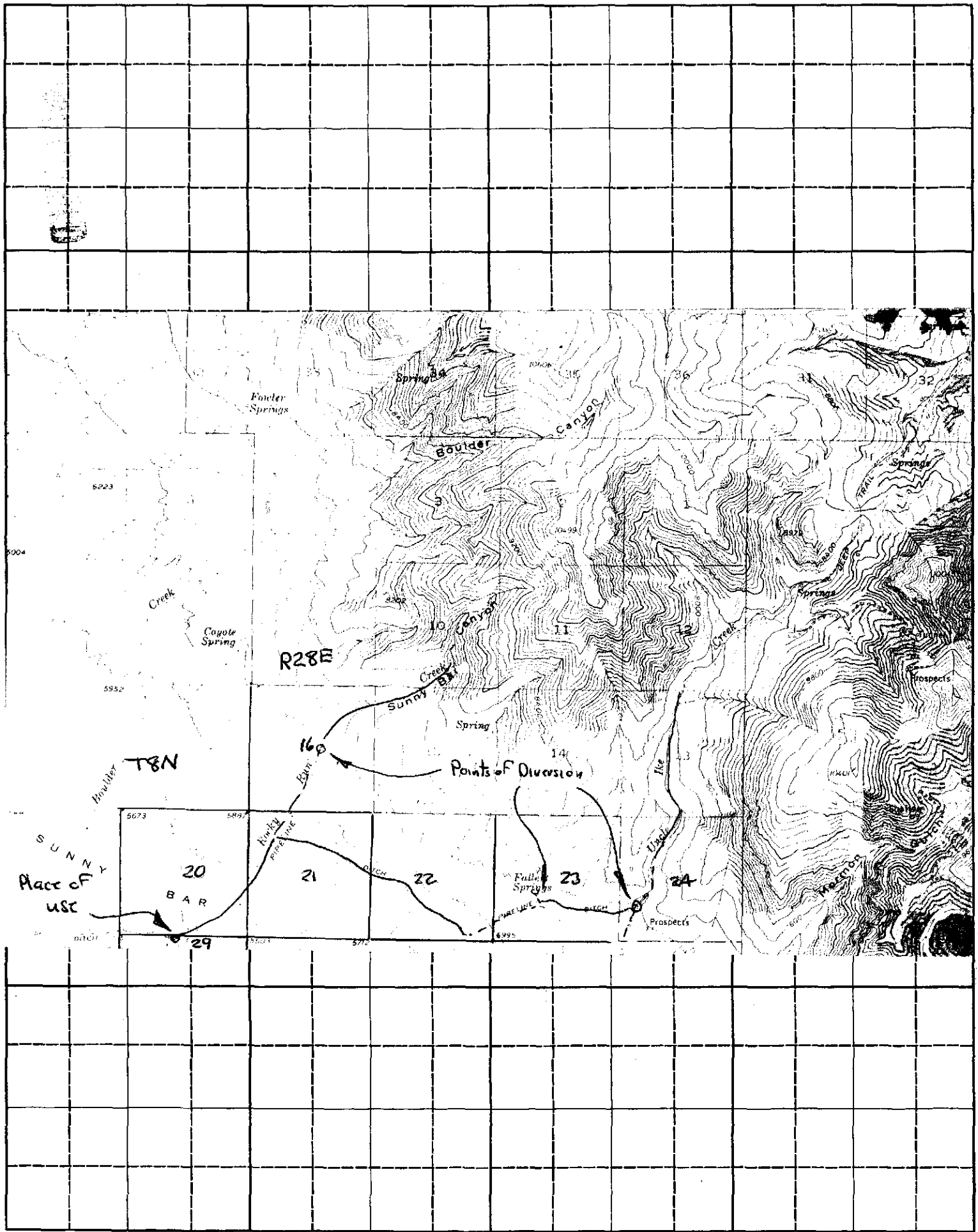
If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. Applicant has easements for Rocky Run and

Amount of decreed water from each source is as follows:

Known	Fallett Spring - 1.00 cfs	#33-0118
Class	Uncle Ike Creek - 4.00 cfs	#33-0117 ; former License 33-2035

Application is for 0.20 cts over 100 lbs declared lights.

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



Scale: 2 inches equal 1 mile.

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

Orville Nicholson
(Applicant)

Proposed Priority 1-13-83

Received by Asst. Dir. HUS

Date 1-13-83 Time 3:18

Preliminary check by HUS Fee \$ 14.50

Received by BP Date 1/14/83 # 23302

Publication prepared by BP Date 1/14/83

Published in Arco Advertiser

Publication dates 1/27 & 2/3/83

Publication approved AW Date 6-15-83

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____

Date _____

Recommended for approval _____ denial _____ by SMC

Jim

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 33-7151, and said application is hereby Approved

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

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____

for _____ July _____, 19 88.

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

d. Other: _____

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

2. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently

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

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

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

cancellation of this permit. Use of water under this permit is subordinated to future diversion of water either upstream or downstream for irrigation or other consumptive beneficial uses.

6. Use of water under this permit is subject to control by the watermaster of State Water District No. 33, Little Lost River.

Witness my hand this 22nd day of June, 1983.

A. Newington

Chief, Operations Bureau

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

RECEIVED

JAN 13 1983

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

1. Individual Applicant or Individual Members of a Partnership:

Department of Water Resources
Eastern District Office

I, Orville Nicholson of Howe,
(name) (city)

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

2. Corporation:

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

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

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

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

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

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

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

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

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

(check one)

- ☐ Will not utilize existing man-made irrigation facilities such as a dam or a
canal.
- ☐ Will utilize existing man-made irrigation facilities such as a dam or a canal,
and permission of the owner is documented in an affidavit attached hereto.
- ☒ Will utilize existing man-made irrigation facilities such as a dam or a canal
and the owner of the facilities is the signee of this affidavit.

Orville Nicholson
Applicant

State of Idaho)
County of Bonneville) ss.

On this 12 day of JANUARY, 19 83, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that he (she) (they) executed the same.

seal

[Signature]
Notary Public Residing at

Idaho Falls, ID

My commission expires:

Life



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 4, 1995

ORVILLE NICHOLSON
HOWE ID 83244

RE: WATER RIGHT NO. 33-07151

Dear Water Right Holder(s):

Enclosed is a copy of the Water Right License issued on the above referenced permit. If you have any questions, please contact me within 10 days of receipt of this license.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosure

RECORDED

OCT 26 1995

LICENSE REVIEW CHECKLIST

PERMIT NO. 33-07151

DATE 9-29-95



NAME Change ☒ OK Or (Address) Change? Check for P.O. Box

PRIORITY DATE Advance? ☒ Advanced to: Order to reinstate needed? Incorrect fee for rate recommended? NO

SOURCE Changes or just clarification of originally intended source? Notice of Intent to Void necessary?

POINT OF DIV Amendment needed? Change Sections 110 & 23 p/0s
Overlaps? ACCORDING TO USGS MAPS: Fault Springs and Rocky Run Creek both sink; Uncle Ike Creek flows into Big Spring Creek.

PLACE OF USE Amendment needed? Overlaps?

DIV RATE Permit/fee limits: 6 CFS
(Meas Q = 4.03 during low flows) Theo Q = 29.7 (Pipeflow) Recommend: 6.0
Combined rates exceed capacity

ANNUAL VOLUME Volume Limit: Season: 1-1 to 12-31
Calculations: Add to recommendation
Flow limit: 6 cfs x 365 x 1.9835 = 4343.9
Combined volumes exceed capacity/allowable

USES Change in Nature of Use or additional uses? Amendment necessary?

ADDITIONAL INFO Supplemental Groundwater PPU Scenario
Irr/Dom Combination Shared G/W System

NEW REMARKS Multiple p/d(s) in 1/4 1/4? W43 Other TERM LIMIT REMARK (for those with FERC approval)

NEW CONDITIONS R04 Watermaster control - District 33
R39 Measuring/Locking Devices
Irrigation Overlap
R22 Other SUBORDINATION CONDITION
Water Quality Heat/Cool/Fish verified

COMMENTS: ① Ferc # 7865-002 ② Enclosed Application for Amendment of Permit is current, correct, and \$50⁰⁰ fee is correct so recommend accepting it as the licensing amendment.

RECOMMENDATION	CFS	VOLUME	(R-RECORD CREATED) SRBA Claim Filed	YES
Power	6.0	4343.9	Adjustment Memo Needed	YES
			LICENSE	✓
			1ST AMEND LETTER	
			2ND AMEND LETTER	

AMEND P/D with Amendment that accompany the exam.

MEMORANDUM

TO: File 33-07151 / Orville Nicholson
FROM: Brenda Chapman
DATE: September 29, 1995
RE: Recommendation Adjustment(s)
=====

The final licensing recommendations for Right 33-07151 are based on the information below:

A. GENERAL INFORMATION

3. Source: According to the USGS maps, Uncle Ike Creek flows into Big Spring Creek and both Fallert Springs and Rocky Run Creek sink.

C. DIVERSION AND DELIVERY SYSTEM

1. Point of Diversion: The correct points of diversion are listed on the Application for Amendment of a Permit that accompanied the exam. The amendment is recent, the information is correct, and the \$50.00 amendment fee is paid; therefore, the recommendation to accept it as the licensing amendment is being made. **Note however, that the permit holder's request to issue the license for an increased amount is not being recommended.** It was his mistake in not having the correct information when he first applied for the permit.

G. VOLUME CALCULATIONS

According to Rule 5,1,10. of the Beneficial Use Rules and Regulations, the only uses exempt from listing the volume are municipal and fire protection. Even though power use is considered "non-consumptive", an annual volume amount is assigned to it.

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use	Rate of Div	Annual Vol
Power	1-01 to 12-31	6.0	4343.9

RECORDED

SEE NEXT PAGE

OCT 26 1995

ACTION REQUIRED

FROM: KEITH C. WILSON - EASTERN REGION

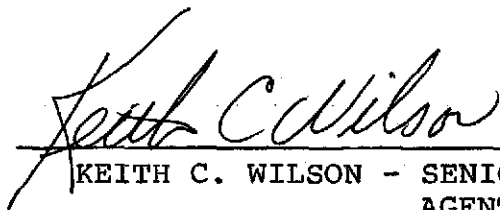
17 APRIL 1995

TO: BRENDA CHAPMAN - WATER ALLOCATIONS

IN MY HASTE TO BE EFFICIENT IN THE LICENSING OF PERMIT 33-07151, I HAD MR. NICHOLSON SIGN A AMENDMENT FOR PERMIT, INSTEAD OF YOU DOING A LICENSING AMENDMENT. THIS AMENDMENT IS FOR ONLY A CHANGE IN THE POINT OF DIVERSIONS.

NOTE:

SEE THE MEMO FROM MR NICHOLSON REQUESTING THAT THE AMOUNT OF TOTAL DIVERSION BE CORRECTED TO READ 7.00 cfs from 6.00cfs.



KEITH C. WILSON - SENIOR RESOUCE
AGENT

WR0749NP
No. 33-00118

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/29/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROBERT R. MAYS	00/00/0000	IRRIGATION	04-01 07-15	0.800 CFS	
C	CHARLES O'MALEY					
C	CHARLES KYLE					
C	WENDELL HANSEN					
C	CHARLES WEBB					
C	EMLEN MAYS					
TOTAL DIVERSION:					0.800 CFS	

Water Source: PASS CREEK

(uncle like creek)

Tributary to: LITTLE LOST RIVER

Stage: DECREED

Pou County:

Remarks: WATER IS FOR LITTLE LOST R. WATERUSERS. P/D & P/U INCOMPLETE.
ADDITIONAL NAMED USERS ARE ANDREW LITTLE & FRANK REED.

Dates:	App. Received:	Priority Date:	00/00/0000
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: 33 Field Exam Fee:

Audit: 12/09/85 05/22/88 CONVERT 07/20/89 CURTIS 12/12/92 POST-STD
12/14/92 APSTRPHE

Decreed 7-1-54

*These are the three
the permit holder
was referring to on
his original application.*

*On Application for Permit
permit owner listed the
rate for this one as 1.0 CFS.
(On Item #10)*

(No. should have been 33-02024)

OCT 3 5 1995

See right holder's request →

WR5809NP
No. 33-00117

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/29/95
PAGE: 3

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ORVILLE W. NICHOLSON	04/08/1941	IRRIGATION	00-00 00-00	4.000 CFS	
C	REA E. NICHOLSON		DOMESTIC	00-00 00-00		
C	DUANE HAWLEY					
TOTAL DIVERSION:					4.000 CFS	

Water Source: PASS CREEK

(Uncle Ike Creek)

Tributary to: LITTLE LOSS RIVER

Stage: DECREED

Point(s) of Diversion:

T08N R28E S26

NENE

BUTTE County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
08N	28E	29	:					:	I	I	I	I	:		I	I		:					:	
08N	28E	32	:					:		I	I		:					:					:	

Place of use location for DOMESTIC is the same location as described for: IRRIGATION

Pou County: BUTTE

Other Water Rights Listing Overlapping Place(s) of use:

33-00066 33-00067 33-02024 33-02035 33-02085 33-02128 33-07057

Remarks: P/U INCOMPLETE.

Dates: App. Received:
Proof Due Date:
Exam Made Date:
Licensed Date:

Priority Date: 04/08/1941
Proof Made Date:
Exam Sent to S.O.:

Misc: Water District Number:

Field Exam Fee:

Audit: 12/09/85 05/22/88 CONVERT

LET 8 6 1995

Decreed 7-1-54

NO HARD COPY FILE ON THIS ONE.

*listed this with right CFS
rate on the App for Permit
(in Item # 10)*

WR5809NP
No. 33-00066

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/29/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MERCHANTS TRUST & SAVINGS BANK	06/01/1908	IRRIGATION	00-00 00-00	2.000 CFS	
TOTAL DIVERSION:					2.000 CFS	

Water Source: ROCKY RUN

Tributary to:

Stage: DECREED

Place of use Legal Description for: IRRIGATION

NE												NW				SW				SE							
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	: SUM
08N	28E	29	:								:	I	I	I	I	:			I	I	:						:
08N	28E	32	:								:		I	I		:					:						:

Pou County: BUTTE

Other Rights: 33-0067

Other Water Rights Listing Overlapping Place(s) of use:

33-00067 33-00117 33-02024 33-02035 33-02085 33-02128 33-07057

Remarks: P/D & P/U INCOMPLETE.

Dates:	App. Received:	Priority Date:	06/01/1908
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: Field Exam Fee:

Audit: 06/24/85 05/22/88 CONVERT

On App for Permit permit
owner listed the rate for
this one as .80 CFS
(In Item #10)

OCT 26 1995

FROM: ORVILLE NICHOLSON
TO: ALLOCATION SECTION - JIM JOHNSON
RE: CHANGE IN FLOW RATE OF PERMIT 33-07151

NOTE:

ITEM #4 - AMOUNTS SHOWN:
4.20 CFS UNCLE IKE CREEK
1.00 CFS FALLERT SPRING
0.80 CFS ROCKY RUN

ITEM #10 - REMARKS:	DECREE/AMOUNT
4.00 CFS UNCLE IKE CREEK	- 33-00117 FOR 4.00 CFS
1.00 CFS FALLERT SPRING	- 33-00118 FOR 1.00 CFS
0.80 CFS ROCKY RUN	- 33-00066 FOR 0.80 CFS

"APPLICATION IS FOR 0.20 CFS OVER TOTAL DECREED RIGHTS"

HOWEVER:

33-00066 FOR 2.00 CFS (NOT ^{0.80 KCW} ~~0.80~~ CFS) FROM ROCKY RUN
33-00118 FOR 0.80 CFS (NOT 1.00 CFS) FROM FALLERT SPRING
33-00117 FOR 4.00 CFS FROM IKE CREEK

THEREFORE: THE TOTAL DECREED RIGHTS WOULD BE FOR 6.80 CFS NOT THE 6.00 CFS SHOWN UNDER ITEM #4. WITH THE ADDITIONAL 0.20 CFS ABOVE THE DECREED WATER RIGHTS THE TOTAL DIVERSION WOULD BE 7.00 CFS NOT 6.00 CFS AS IN ITEM #4.

I THEREFORE, REQUEST THAT THE DEPARTMENT CHANGE THE TOTAL DIVERSION RATE ON THE APPLICATION FOR PERMIT #33-07151 FROM THE 6.00 CFS TO 7.00 CFS TO MATCH THE FILING OF 0.20 CFS ABOVE THE DECREED AMOUNTS

4.7.95
DATE


ORVILLE NICHOLSON

OCT 26 1995



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

April 4, 1995

Orville Nicholson
Box 40
Howe, Id 83244

RE: Legal Descriptions of the points of diversion permit 33-07151.

Dear Mr. Nicholson:

Enclosed is a partially completed Application for Amendment of a Permit that you need to review. After review, if you agree with the Department findings, please sign the back of the application and return it along with the \$50.00 filing fee to this office as soon as possible

Upon the receipt of the completed form and filing fee processing of your license will continue.

Sincerely,

Keith C. Wilson
Senior Resource Agent

OCT 26 1995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

33-7151
Permit No.

Staff Analysis Sheet
for
Beneficial Use Field Report

A. Prior to Conducting the Exam, the File Contains:

- ☐ Blank Field Report Form
- ☒ Copy of Permit
- ☒ Copies of any Amendments/Orders with conditions of approval
- ☐ Computer Data Proof Report
- ☒ Copy of U.S.G.S. Quad
- ☒ Check for Government Lots. If so, make a copy of Government Plat

Check of P/D index L.W. 6-1-89 (Initial and date)

Overlap? ☐ yes ☒ no If yes: ☐ copy of exam(s) attached?
Type of Overlap? ☐ Add acres or uses to existing system
☐ Increase rate of flow or volume
☐ Other: _____

Check of P/U index L.W. 6-1-89 (Initial and date)

Overlap? ☒ yes ☐ no If yes: ☐ copy of water right(s) attached?
Type of Overlap? ☐ Increase rate of flow or volume
☐ Add P/D's
☐ Increase number of acres within tracts
☐ Other: _____

33-0066, 0067, 0117,
2024, 2035, 7057

Aerial Photo

Required? ☐ yes ☒ no If yes: ☐ copy attached?

Scheduling Letter sent? _____ (Initial and date)

☐ Appointment made and telephone conversation memo attached

B. After Conducting the Exam, the File Contains:

- ☐ Fully completed and signed Field Report Form
- ☐ Photographs of Point of Diversion and Place of Use
- ☐ Corrected Computer Data Proof Report with recommended license information, and date and signature of examiner.

C. Review and Processing:

Exam Completed [Signature] 10/11/1994 (Signature of examiner and date)

Exam Reviewed by Senior Water Resource Agent [Signature] 5-5-95 (Initial and date)

Exam Reviewed by Manager of Regional Office _____ (Initial and date)

Exam Date Entered in Computer _____ (Initial and date)

Exam sent to State Office _____ (Initial and date)

Copy of Staff Analysis Sheet sent to Manager of Regional Office and Original
Refiled in White File _____ (Initial and date)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

APR 20 1995

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 33-07151

1. Owner: Orville Nicholson

Phone No. 767-3463

Current Address: Box 40 Howe Idaho 83244

2. Accompanied by: ORVILLE NICHOLSON

EXAM. DATE: 11 Oct 1994

Address: _____

Phone No. _____

Relationship to Permit Holder: _____

3. Source: Uncle IKE CREEK tributary to SINKS
Fallert Springs UNCLE IKE CREEK
Rocky Run Creek SINKS

B. OVERLAP REVIEW

1. Other water rights with same place of use: NONE

☐ Copies Attached

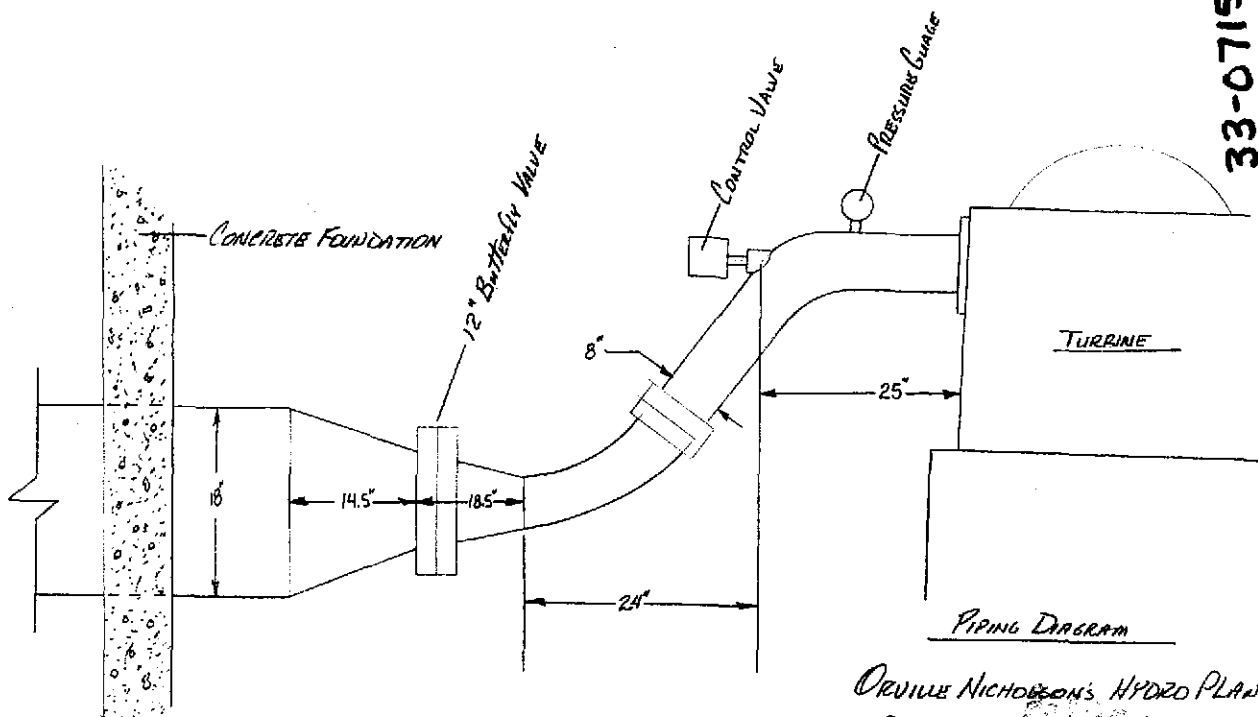
2. Other water rights with same point of diversion: 33-00066/00067/AD117/02024

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



NO SCALE

Scale: 1" = _____

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

☒ Photo of Diversion and System Attached

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

☐ Aerial Photo Attached

(required for irrigation of 10 acres or more).

ORVILLE NICHOLSON'S HYDRO PLANT
33-07151

OCT 26 1995

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

Collection box to pipeline from each of the three sources. All three pipelines join together prior to going into the power plant. Water is discharged from the power plant into a ~~discharge ditch~~ ^{in water flow, and into a sump where pumps distribute water during} irrigation system. During the winter, the sump discharges water into a discharge ditch.

☐ See Remarks on page 4 for continuation

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size

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

5. Point(s) of Diversion: (1) Rocky Run Creek (2) Fallst Springs (3) Uncle Ike Creek

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
1		SW	NE	16	8 N	28 E		Bath	On site inspection, Ortho-Photo Aerial
2		NW	SE	23	8 N	28 E		Bath	" " " " " "
3		NW	SW	24	8 N	28 E		Bath	" " " " " "

6. Place(s) of Use:

Indicate Method of Determination.

[illegible]

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

Polysonic Q = 1808 gpm = 4.03 cfs (Measurement done during Low Flow period of year)

Pressure gage at power plant 430 psi (according to Orville Nicholson reading is high)

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

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

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

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

2. Volume Calculations for Other Uses:

$V_{power} = 365 \text{ days} \times 6 \text{ cfs} \times 1.9835 = 4343.9 \text{ afa}$

OCT 26 1995

Capacity of diversion = $Q_{\text{div}} = 29.72 \text{ cfs}$ (flow limited to $Q = 6.00 \text{ cfs}$)

Adjudication records indicate that 33-00067 was not claimed nor is it a valid right due to non-delivery; non-use. Also 33-00066, 33-00117, & 33-02 have a total $Q = 6.8$ cfs

have a total $\phi = 6.8 \text{ cfs}$

1. Recommended Amounts

Beneficial Use

Period of Use	
From	To
1/1	12/31

Rate of Diversion
Q (cts)
0.00 cts

Annual Volume
V (a1a)

AUTHENTICATION

☒ Change P.D. as reflected above

2. Recommended Amendments

☐ Add P.D. as reflected above

☐ Add P.U. as reflected above

Totals:

4000.0

☐ None

☐ Other

CONSULTANT SEAL

Field Report Preparation Date

Certification Date

Signature

Field Examiner's Name

KENTH C. WILSON
Kent C. Wilson

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

Hazen-Williams Equation for Closed Pipe Flow

Assumptions: Head Loss due to bends, couplings, & valves is negligible

$$Q_{cfs} = 1.318 C_h (\pi D^2/4) \times (D/4)^{0.63} \times (H/L)^{0.54}$$

Q = Discharge (cfs)

D = Pipe Diameter (ft) = $\frac{18'}{12"} = 1.5'$ ft

L = Pipe Length (ft) = 19800' ft

H = Elevation Drop (ft) = 980' ft

C_h = Values for Types of Pipe = 120

150	-Plastic (PVC) > 6"	110	-Riveted Steel
140	-Very Smooth, PVC < 6"	100	-Old Cast Iron
130	-Cast Iron	80	-Badly Corroded Cast Iron
<u>120</u>	-Wood, Concrete, Welded Steel		

$$Q_{cfs} = 1.318 \left(\frac{120}{C_h} \right) \left[\pi \left(\frac{1.5'}{D} \right)^2 / 4 \right] \times \left(\frac{1.5'}{D} \right)^{0.63} \times \left(\frac{980'}{H} / \frac{19800'}{L} \right)^{0.54}$$

Q_{cfs} = 29.72 cfs Total Capacity of
Pipe.

OCT 26 1995

Permit # 33-07151

0.331"
8.64" od

MODE SELECT
INPUT

MODE SELECT
DATA SET

DATA SET MODE
? PRINTER

10-11 12:4600 *R
+ 1.818E 3GPM

10-11 12:4700 *R
+ 1.809E 3GPM

10-11 12:4700 *R
+002.70 % AI2

0304.1 MMSEC
102.03 % T0

10-11 12:4900 *R
+ 1.833E 3GPM

10-11 12:4900 *R
+002.70 % AI2

10-11 12:5100 *R
+ 1.795E 3GPM

10-11 12:5100 *R
+002.60 % AI2

0303.1 MMSEC
100.55 % T0

10-11 12:5300
+ 1.790E 3GPM

10-11 12:5500 *R
+ 1.735E 3GPM

10-11 12:5500 *R
+002.70 % AI2

0302.8 MMSEC
099.90 % T0

PRINTER USE
? YES

MODE SELECT
INPUT

OUTER DIAMETER
8.6402 IN

PIPE MATERIAL
? CS,SS

WALL THICKNESS
0.3311 IN

INNER LINING
? NO LING.

KIND OF FLUID
? ANOTHER

SOUND VELOCITY
1450 M/S-

SENSOR MOUNTING
? U

TYPE OF SENSOR
? SMALL

DATA CHANGE
? NO

SPACING
6.541 IN U

10-11 12:5700 *R
+ 1.737E 3GPM

ZERO MODE
AUT ZERO

10-11 13:0000 *R
+ 1.721E 3GPM

10-11 13:0000 *R
+002.70 % AI2

10-11 13:0000 *R
+ 1.740E 3GPM

MODE SELECT
T0 CHECK

0302.8 MMSEC
099.89 % T0

10-11 13:0000 *R
+ 1.741E 3GPM

10-11 13:0200 *R
+ 1.800E 3GPM

10-11 13:0300 *R
+ 1.808E 3GPM

10-11 13:0400 *R
+ 1.807E 3GPM

33-7151 10/11/1995

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Measurement taken during low flow.

Used theoretical capacity.

33-7151

Polysonic
Flow Measurement
Tape

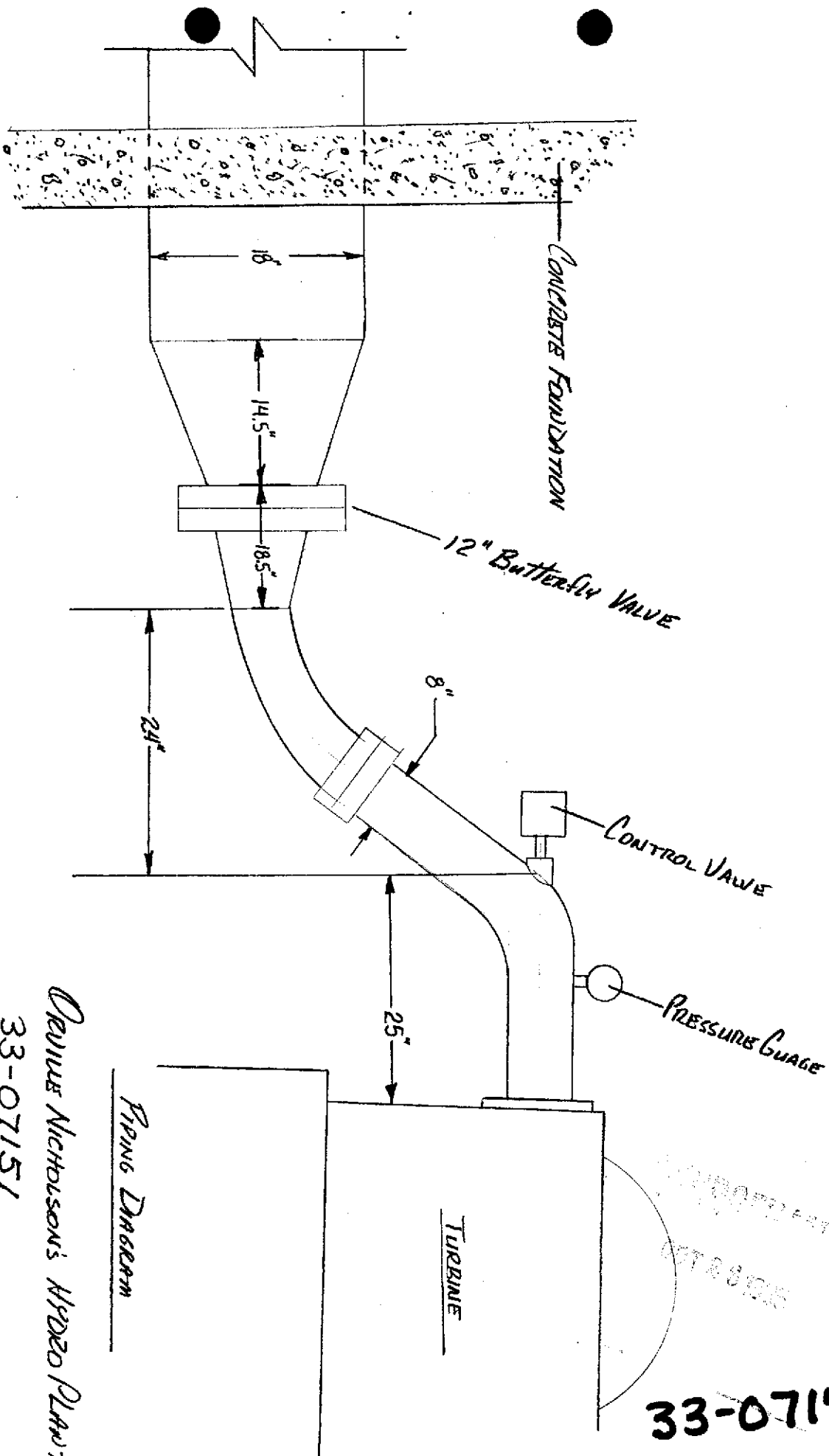
FLOW WAS LOW
USE

THEORETICAL
CAPACITY

31-07151

OCT 26 1995

33-1121



NO SCALE

Deville Nicholson's Hydro Plant
33-07151

Piping Diagram

TURBINE

33-07151

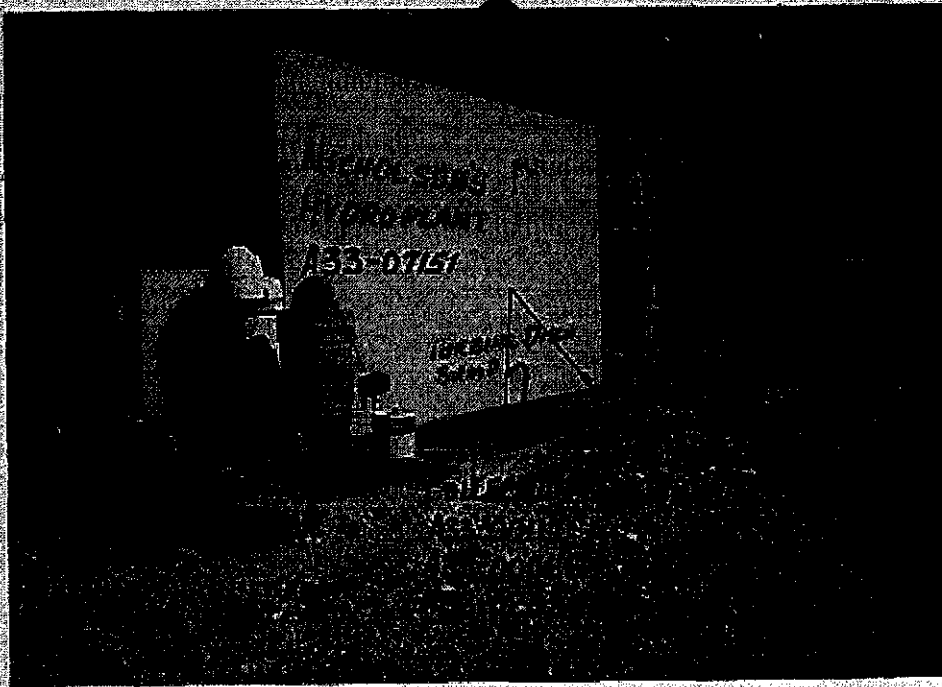


Photo 1. Shows PUMPS WHICH
DELIVER 00066, 00117, 02024 TO
IRRIGATION SYSTEM AFTER WATER
HAS GONE THROUGH TURBINE.
MR. NICHOLSON IN BACKGROUND

33-07151

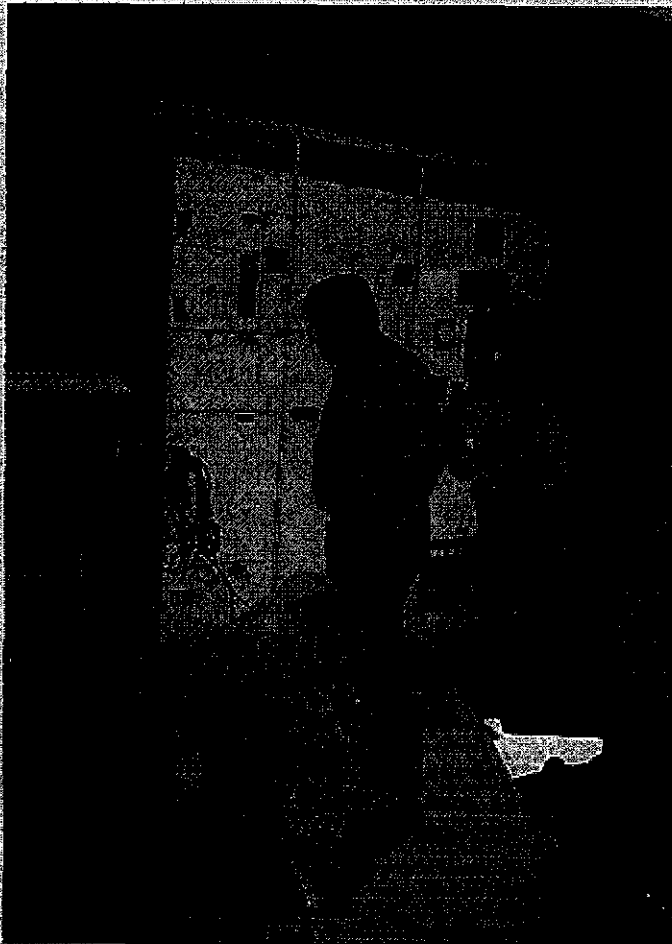


Photo 2. Shows KEITH WILSON AND
MR. NICHOLSON IN FRONT OF THE
HYDRO SYSTEM CONTROL PANEL.



33-07151

Photo 3. Shows TURBINE AND
INFLOW PRELINE.

OCT 26 1995

Photos: Oct. 11, 1994, A. RUBEN

33-07151

DEVILLE NICHOLSON

Photo 4: TURBINE NAME PLATE AND
PRESSURE GAUGE.

POWER: 605HP
HEAD: 844' EFFECTIVE
FLOW: 7.1 cfs
SPEED: 1200 RPM
SERIAL NO: 14

FROM: HYDRO WEST GROUP INC.
BELLINGHAM WA

PRESSURE GAUGE READS 430 PSI.

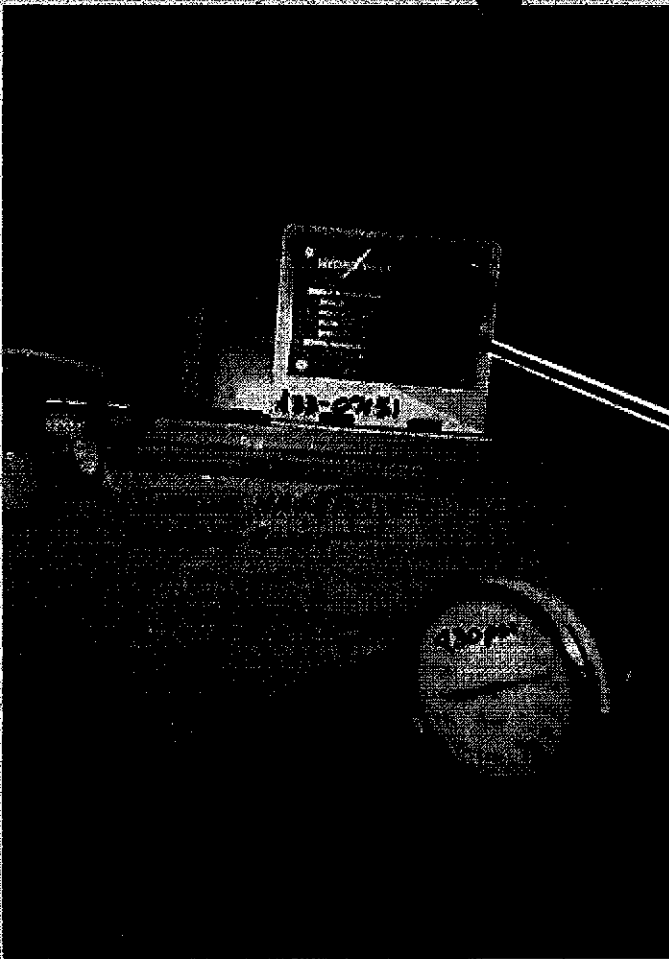


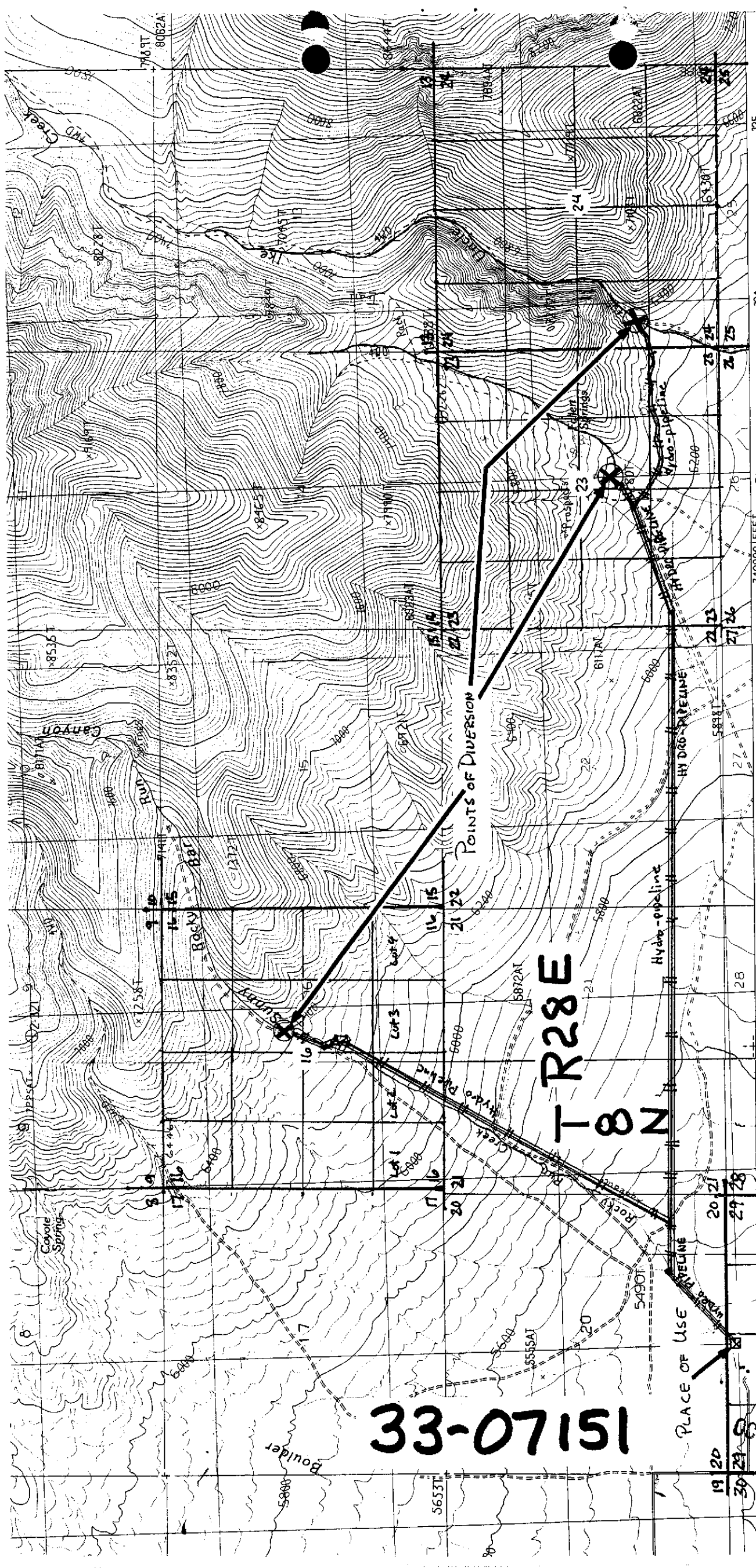
Photo 5: WINTER DISCHARGE
FROM TURBINE

33-07151

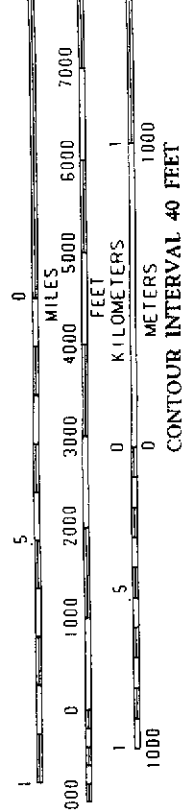


OCT 26 1995

Photos by A. R. R. R. R.
6 MARCH 95



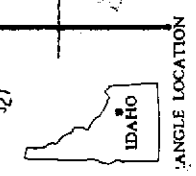
SCALE 1:24 000



PRODUCED BY THE UNITED STATES GEOLOGICAL SURVEY
CONTROL BY USGS, NOS/NOAA
COMPILED FROM AERIAL PHOTOGRAPHS TAKEN 1981
FIELD CHECKED 1983 MAP EDITED 1987
PROJECTION TRANSVERSE MERCATOR
GRID: 1000-METER UNIVERSAL TRANSVERSE MERCATOR ZONE 12
1000-FOOT STATE GRID TICS IDAHO, CENTRAL ZONE
UTM GRID DECLINATION 1°26' WEST
1987 MAGNETIC NORTH DECLINATION 16° EAST
VERTICAL DATUM NATIONAL GEODETIC VERTICAL DATUM OF 1929
HORIZONTAL DATUM 1927 NORTH AMERICAN DATUM
To place on the predicted North American Datum of 1983,
move the projection lines as shown by dashed corner ticks
(17 to 2000 north and 20 to 2000 west.)

ROAD LEGEND

- Improved Road
- Unimproved Road
- Trail
- Interstate Route ○ U.S. Route ○ State Route



PROVISIONAL MAP

- 1 Mulkey Bar
- 2 Bell Mountain
- 3 Diamond Peak
- 4

62 FERC 1 62,114

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mr. Orville Nicholson

Project No. 7865-002
Idaho P: 33-7151

ORDER AMENDING EXEMPTION FROM LICENSING
FOR A CONDUIT HYDROELECTRIC PROJECT

(Issued February 19, 1993)

On November 27, 1992, Mr. Orville Nicholson, exemptee for the Nicholson Project, FERC No. 7865, filed an application for an amendment of his exemption¹ to show a change in the project's installed capacity. The filing indicates that the project contains one generating unit with an installed capacity of 450 kW. The exemption describes a project containing a single 350-kW unit.

In a letter filed on February 3, 1993, Mr. Nicholson explains that prior to construction, the project's engineer recommended installing the 450-kW unit to best utilize the project's head and hydraulic capacity. The exemptee also states that the project's hydraulic capacity remains the same as proposed in the application for exemption filed on October 12, 1984.

The Commission's staff finds that the increase in the project's installed capacity does not result in any additional adverse environmental effects other than those identified during processing of the exemption. Therefore, this order will amend the exemption to show that the project contains a single generating unit with an installed capacity of 450 kW.

The Director orders:

(A) The total authorized installed capacity of the Nicholson Project, FERC No. 7865, is 450 kW.

(B) The project description is revised to indicate that the powerhouse contains one generating unit with an installed capacity of 450 kW.

-2-

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

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

RECEIVED

MAR 1 1993

Department of Water Resources

31 FERC 632,141, issued April 30, 1985.

OCT 26 1995

DC-A-4

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Mr. Orville Nicholson

Project No. 7865-002
Idaho P: 33-7151

ORDER AMENDING EXEMPTION FROM LICENSING
FOR A CONDUIT HYDROELECTRIC PROJECT

(Issued February 19, 1993)

On November 27, 1992, Mr. Orville Nicholson, exemptee for the Nicholson Project, FERC No. 7865, filed an application for an amendment of his exemption to show a change in the project's installed capacity. The filing indicates that the project contains one generating unit with an installed capacity of 450 kW. The exemption describes a project containing a single 350-kW unit.

In a letter filed on February 3, 1993, Mr. Nicholson explains that prior to construction, the project's engineer recommended installing the 450-kW unit to best utilize the project's head and hydraulic capacity. The exemptee also states that the project's hydraulic capacity remains the same as proposed in the application for exemption filed on October 12, 1984.

The Commission's staff finds that the increase in the project's installed capacity does not result in any additional adverse environmental effects other than those identified during processing of the exemption. Therefore, this order will amend the exemption to show that the project contains a single generating unit with an installed capacity of 450 kW.

The Director orders:

- (A) The total authorized installed capacity of the Nicholson Project, FERC No. 7865, is 450 kW.
- (B) The project description is revised to indicate that the powerhouse contains one generating unit with an installed capacity of 450 kW.

-2-

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

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

RECEIVED

FEB 26 1993

Department of Water Resources

30 FERC 162,141, issued April 30, 1985.

DC-A-4

CT 26 1995

RECEIVED
DEC 05 1988

Department of Water Resources

December 2, 1988

RE: Permit No. 33-7151

Orville Nicholson
Howe,
ID 83244

Dear Permit Holder:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit. Please note the enclosed order of reinstatement.

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

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

If you have any questions regarding the field examination, please contact this office by phone at 525-7161, or in person in the third floor State Office Building, 150 Shoup, Idaho Falls, Idaho.

Sincerely,

KEITH C. WILSON
Sr. Resource Agent

KCW:CW

Enclosure

OCT 26 1995

1/88

PROOF OF BENEFICIAL USE

ANALYSIS SHEET

Permit No. 33-7151

Date: 9/21/88

General Considerations:

Y Name same as permit
Y Signature the same as permit holder
Y Address change _____ If yes, prepare a data entry
N Proof received timely
 Y Reinstated

Source of Water:

Y Surface water
____ Groundwater
 ____ 1. well log in file
 ____ 2. drilling permit
 ____ A. amount of drilling fee paid for proposed uses

Extent of Use and Rate of Diversion:

Y Rate of diversion appropriate for uses
 Y Is rate or volume and fee appropriate?
Y Has permit holder indicated when water was first put to a beneficial use?

Measuring Device:

Y Is a measuring device or access port required?
Y Has one been installed?
N/A Waiver or modification of measuring device requested

Remarks:

Proof acceptable.

Reinstatement with no advance in priority date

N/A Priority Calculation:

Date proof received _____

Date proof due _____

No. of days late _____

Priority date _____

NEW PRIORITY DATE _____

SEND FILES TO DATA ENTRY AND THEN TO MICROFILM

FROM

Rita

DATE

7/21/88

TO

file # 33-7151

SUBJECT

Pursuant to memo from Glen Saxton →
Reinstate with no advance in priority

MICROFILMED

SEP 20 1988



SIGNATURE

DATE 9-13-88

TO Glin
Rita

SUBJECT - Let's not advance the priority
since Region had time to request proper
fee before proof due date, but for
whatever reason did not do so.



SIGNATURE

July 29, 1988

Orville Nicholson
Howe, Id 83244

Dear Mr. Nicholson:

Re: Permit No. 33-7151

The department received the proof of beneficial use form submitted to our Eastern Regional office on May 31, 1988. Unfortunately, the fee received is not the proper fee.

Enclosed is an instruction sheet/fee sheet. Note that for the diversion of six cfs the filing fee is \$225. The department receipted \$145, an additional \$80 is required. Please remit the \$80 to fulfill the proof requirement on the permit.

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

Sincerely,

RITA I. FLECK
Secretary/Records Manager

C: region

RECEIVED

SEP 00 1988

138501
CERTIFIED MAIL
April 30, 1988

NICHOLSON, ORVILLE
HOWE, ID 83244

PROOF DUE NOTICE

RE: Permit No. 33-7151

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before July 1, 1988. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a completed field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this Department on or before the above described proof due date, or the permit will no longer be of any force nor effect.

Sincerely,

RITA FLECK
Secretary/Records Manager

Enclosures

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SEP 30 1988

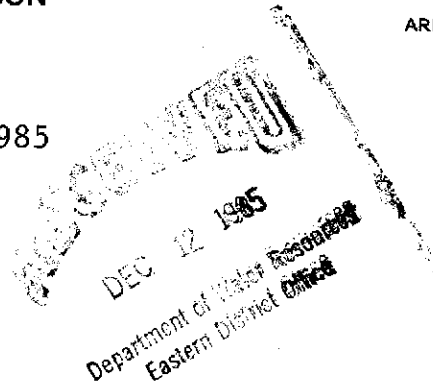
MASONIC BUILDING
260 W. GRAND AVE.

WILLIAM G. CARLSON
ATTORNEY AT LAW
P.O. DRAWER 804
ARCO, IDAHO 83213-0804

AREA CODE 208
527-3458

December 11, 1985

Department of Water Administration
150 Shoup Ave.
Idaho Falls, ID 83401



Re: Security Interest - Nicholson
Water Permit No. 33-7151 (Hydro)

Gentlemen:

Pursuant to Section 42-207, Idaho Code, we submit herewith:

1. Copy of Deed of Trust, Assignment and Security Agreement, by which the Applicant-Permittee grants a lien to First Security Bank of Idaho, N.A., on his Power Production Permit.
2. Copy of Affidavit by Mr. Nicholson, as to the bona fides of the transaction.
3. Affidavit by Jack L. Phillips, Butte County Office Manager and Vice President, as to the fact that the Bank is qualified to do business in the State of Idaho.

We feel that these documents properly comply with Section 42-207. If you feel that anything further is required, or you desire any further information, please advise us.

We reviewed the form (205/206, 7/81) which was sent to us, and it did not seem to fit the "lender" situation.

Very truly yours,

William G. Carlson

WGC/sm

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SEP 30 1988

AFFIDAVIT OF LENDER - SECURED PARTY,
PURSUANT TO SECTION 42-207, IDAHO CODE

TO: State of Idaho Department of Water Resources

STATE OF IDAHO)
 : ss.
County of Butte)

JACK L. PHILLIPS, being first duly sworn, deposes and says:

He is the Manager of First Security Bank of Idaho, N.A., Butte County Office, at Arco, Idaho, and a Vice President of such Bank, which is lending money to ORVILLE W. NICHOLSON and REA E. NICHOLSON, applicant-permittees under State of Idaho Water Permit No. 33-7151, a Power Production Permit. As such lender, First Security Bank of Idaho, N.A., is taking a lien on said Permit, as a part of the security to secure payment for the loan, which loan is made to finance development and construction of the Power Project.

The loan and the Bank's lien are not given for the purpose of speculation or delay, and the transaction is a good faith loan/security transaction.

First Security Bank of Idaho, N.A., is a Corporation duly qualified to do business in the State of Idaho.

This Affidavit is given to comply with Section 42-207,

Idaho Code.

RECORDED

SEP 30 1988

Jack L. Phillips

JACK L. PHILLIPS

A F F I D A V I T

STATE OF IDAHO)
 : ss.
County of Butte)

ORVILLE W. NICHOLSON, being first duly sworn, deposes and says:

He is the applicant-permittee under Permit No. 33-7151, for Power Production usage, approved by the Department of Water Resources on 6/22/83, and makes this showing, pursuant to Section 42-207, Idaho Code.

Affiant files herewith a copy of a Deed of Trust, Assignment and Security Agreement given by affiant to First Security Bank of Idaho, N.A., Butte County Office, (FSB) Arco, Idaho, by which Instrument affiant grants to FSB a lien on said Permit.

The lien is given as security for funds loaned to affiant by FSB for the purpose of construction of the Power Production Works, is made in good faith, and not for purposes of speculation or delay.

First Security Bank of Idaho, N.A., is organized and qualified to do business in the State of Idaho.


ORVILLE W. NICHOLSON

Subscribed and sworn to this 6 day of December, 1985.

RECORDED

SEP 30 1988


Notary Public for Idaho,
Residing at Arco, Idaho
Commission Expires: 11/7/87

Subscribed and sworn to, before me, this 6th day
of December, 1985.

Clement Alarcon
Notary Public for Idaho,
Residing at Arco, Idaho
Commission Expires: 11/7/87

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SEP 30 1988

DEED OF TRUST,ASSIGNMENT, AND SECURITY AGREEMENT

THIS DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT made and entered into this 6th day of December, 1985, by and among ORVILLE W. NICHOLSON and REA E. NICHOLSON dba SUNNY BAR RANCH ("Trustor") whose place of business is near Howe, Butte County, Idaho, LOST RIVER TITLE COMPANY, ("Trustee"), whose place of business is 260 W. Grand Avenue, Arco, ID 83213, and THE FIRST SECURITY BANK OF IDAHO, N.A. ("Beneficiary"), whose place of business is P.O. Box 56, Arco, Idaho 83213.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property, located in Butte County, State of Idaho, described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the property (collectively the "rent"), subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title, and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the property;

TOGETHER WITH all easements, licenses, permits, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements, (the "Improvements") Exhibit B;

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property and fixtures (the

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SEP 30 1988

EXHIBIT "A" TO DEED OF TRUST

NICHOLSON TO FIRST SECURITY BANK OF IDAHO, N.A.

1. Land:

West 100 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29,
Township 8 North, Range 28 East of the Boise
Meridian.

2. Power house located, or to be located on the
above-described land, as a permanent fixture.
3. Turbine and electric generator, with motor
starter, protective devices, metering equipment
and miscellaneous equipment, comprising a complete
operating electric power generating plant, all
contained or to be contained within the powerhouse,
and permanently affixed thereto.
4. Afterbay, tailrace and irrigation sump.
5. Penstocks, being 16,500 feet of 18" steel pipe,
8,000 feet of 8 5/8" or 10" steel pipe, located
on the land described above, other land of
Trustor, and on U.S. Bureau of Land Management
land.
6. Intake structures and trashracks, for intake
of water into penstocks.
7. Trustor's interest under easements or rights-
of-way which are hereby declared appurtenant
to the property and which easements or rights-
of-way are more particularly described as follows:
 - (a) Bureau of Land Management right-of-way
granted under Decision #I-14469 for irri-
gation pipeline and diversion structure
filed May 3, 1978. Date of Grant: October
11, 1978.
 - (b) Bureau of Land Management right-of-way
granted under Decision #I-174 for well
site and irrigation ditch filed November
30, 1966. Date of Grant: May 11, 1967.
 - (c) Bureau of Land Management right-of-way
granted under No. Idaho 08970 for construc-
tion of Irrigation Pipe Line across the
following described lands:
T.8N., R.28, E.B.M., Idaho
Sec. 20: E $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 21: NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$
Sec. 22: S $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 23: S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
Right-of-way granted March 26, 1958
 - (d) State of Idaho Easement No. 2210 granted
May 14, 1956 for Irrigation Water Pipeline
over and across the following described
lands situated in Butte County, Idaho, to-
wit:

UNRECORDED

SEP 30 1988

EXHIBIT "B" TO DEED OF TRUST

NICHOLSON TO FIRST SECURITY BANK OF IDAHO, N.A.

1. Materials for construction of Power House described on Exhibit "A" to this Deed of Trust.
2. Materials for construction of Power Plant, including turbine and electric generator, etc., described on Exhibit "A" to this Deed of Trust.
3. Materials for construction of afterbay, tailrace and irrigation sump, described on Exhibit "A" to this Deed of Trust.
4. Materials for construction of penstock, described on Exhibit "A" to this Deed of Trust.
5. Materials for construction of trashrack, described on Exhibit "A" to this Deed of Trust.
6. All tools, equipment and other items of personal property used for the maintenance, operation and repair of the property listed in Exhibit "A" and this Exhibit "B".

RECORDED

SEP 30 1988

A strip of land 15.0 feet wide, being 7.5 feet wide on each side of the following described centerline:

Beginning at a point 1716.41 feet due east of the southwest corner of Section 16, Township 8 North, Range 28 East, Boise Meridian, thence N. 28°22' E. for a distance of 2,643.8 feet; thence N. 11°53' E. for a distance of 279.42 feet; thence N. 1°24' E. for a distance of 300.56 feet; thence N. 24°50' E. for a distance of 212.47 feet; thence N. 27°15' E. for a distance of 618.05 feet, to a point on Rocky Run Creek, lying 1637.48 feet south and 1868.41 feet west of the northeast corner of said Section 16, containing 1.40 acres, more or less.

8. State of Idaho Water Permits, Decrees and Licenses as follows:

- (a) Permit No. 33-7151, for Power Production usage, Approved 6/22/83.
- (b) Decree No. 33-0066, for Irrigation Purposes.
- (c) Decree No. 33-0117, for Irrigation Purposes.
- (d) Decree No. 33-0118, for Irrigation Purposes.

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SEP 30 1988



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

ACCORDING TO OUR RECORDS, YOU ARE THE HOLDER OF A WATER PERMIT ON WHICH PROOF OF BENEFICIAL USE OF WATER WAS NOT SUBMITTED BEFORE JULY 1, 1985, WHICH INDICATES YOUR PROJECT IS NOT COMPLETE. THEREFORE, YOU NEED TO BE AWARE OF CHANGES IN IDAHO LAW, EFFECTIVE JULY 1, 1985, WHICH IMPACT ALL WATER PERMITS ISSUED BY THIS DEPARTMENT.

SPECIFICALLY, PURSUANT TO SECTION 42-203D, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NO COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-203D, WHICH READS AS FOLLOWS:

42-203D. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT. (2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

YOU MAY OBTAIN PROOF OF BENEFICIAL USE FORMS FROM THE DEPARTMENT. IF YOU HAVE ANY QUESTIONS, PLEASE LET US KNOW.

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

RECEIVED
SEP 30 1985

1.01 Warranties of Title; Trustor has good, absolute and fee simple title to the Trust Estate, and Trustor is lawfully seized and possessed of the Trust Estate and every part thereof and has the right and authority to convey the Trust Estate as security for the obligations of Trustor secured hereby as herein provided; that the property is unencumbered and free and clear of all easements, restrictions and covenants except as may be provided on an exhibit marked Exhibit C hereto (if any); that Trustor will own and have good and absolute title to all improvements and personal property hereafter acquired, free and clear of all purchase money or other security interests or rights of any lessors thereto; that Trustor will forever warrant and defend the title to the Trust Estate unto the Beneficiary against all claims and demands of all persons whomsoever.

1.02 Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any other obligations secured hereby.

1.03 Maintenance, Repair, Alterations. To complete promptly and in good and workmanlike manner any building or other Improvement which may be constructed on the property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, and to keep the Trust Estate in good conditions and repair, not to remove or substantially alter any such improvements, once constructed or installed (except such alterations as may be required by laws, ordinances or regulations) or any of the Improvements without the prior written consent of Beneficiary; to keep and maintain abutting grounds, roads, bridges, and parking areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation.

1.04 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

(a) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage," in such amount as is reasonably satisfactory to Beneficiary (but not less than the obligations secured hereby).

(b) During the course of any construction or repair of Improvements on the Property, comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury" including without limitation bodily injury, death or property damage occurring on, in or about the Trust Estate, and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than that required by Beneficiary with respect to personal injury or death to any one or more persons or damage to property.

RECORDED

SEP 20 1988

"Personal Property") now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Property and used or procured for use in connection with operation and/or maintenance of the Property, including, but not limited to: all goods, machinery, tools, insurance proceeds, and equipment of every kind, and Trustor grants unto Trustee a Security Interest, as defined in the Idaho Uniform Commercial Code, in the foregoing Personal Property; and

TOGETHER WITH the rights hereinafter granted in Paragraph 1.06 with respect to all the estate, interest, right, title or other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Property, and the rights hereinafter granted in Paragraph 1.06 with respect to any and all awards made for the taking of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate.

The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

FOR THE PURPOSE OF SECURING

A. Payment of indebtedness in the total principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) with interest thereon, evidenced by that certain PROMISSORY NOTE of even date herewith (the "Note") with a maturity date of March 31, 1996, executed by Trustor, which has been delivered to and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof.

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate with interest thereon at the rate provided in the Note.

C. Payment of all other sums, with interest thereon, which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

D. Performance of Trustor's covenants and agreements, with Beneficiary in the Loan Agreement (if any), this Deed of Trust, the Note, any other document or instrument given to evidence or further secure the obligations secured hereby.

The indebtedness, obligation and liabilities of Beneficiary described in paragraphs A through D hereof are referred to herein as "obligations secured hereby". This Deed of Trust, the Note, the Loan Agreement (if any), and any other instrument or document given to evidence or further secure the payment and performance of the obligations secured hereby may hereafter be referred to as the "Loan Instruments."

ARTICLE I

COVENANTS AND AGREEMENTS OF TRUSTOR

Trustor hereby covenants and agrees:

SEP 23 1988

(c) During the course of any construction or repair of Improvements of the Property, workmen's compensation insurance (including employer's liability insurance, if requested by Beneficiary) for all employees of Trustor engaged on or with respect to the Trust Estate in such amount as is reasonably satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

(d) During the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse coverage, during construction of such Improvements, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement;

(e) If requested by Beneficiary, insurance against loss of use arising from any breakdown of pressure vessels, air tanks, boilers, machinery, pressure piping, heating equipment, provided the Improvements contain equipment of such nature, in such amounts as are reasonably satisfactory to Beneficiary;

(f) Insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "fire and extended coverage."

(g) Comprehensive public liability insurance, including both bodily injury and property damage, in form, amounts and with companies approved by Beneficiary;

(h) Such other insurance and in such amounts as may from time to time be reasonably required by Beneficiary against the same or other hazards; and

(i) All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of Beneficiary which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Beneficiary.

1.05 Delivery of Policies, Payment of Premiums. That all policies shall be issued by companies and in amount in each company satisfactory to Beneficiary. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary. Trustor shall furnish Beneficiary with copies of all policies of required insurance. If Beneficiary consents to Trustor providing any of the required insurance through blanket policies carried by Trustor and covering more than one location, then Trustor shall furnish Beneficiary with a certificate of insurance for each policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date.

RECORDED

SEP 30 1988

1.06 Insurance and Condemnation Provisions. Should said Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, award, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make a compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any obligations secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

1.07 Assignment of policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part, or the obligations secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Section 1.07 shall insure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

1.08 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorney's fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof, or because of the breach by Trustor of any of the terms hereof, or for the recovery of any obligations secured hereby, Trustor shall pay to Beneficiary reasonable attorney's fees and expenses, and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums due and payable by Trustor hereunder shall be paid without notice (except that Beneficiary agrees as an accommodation to Trustor to provide periodic billings of interest and other sums payable to Beneficiary by Trustor), demand, counterclaim, setoff, deduction or defense and

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without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein or in the Note) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

1.09 Taxes and Imposition.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation, nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation of maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor must pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same becomes due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits of similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving,

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modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to any Imposition, and unless, at Beneficiary's sole satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; or (iii) Trustor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien, and Trustor covenants and agrees to contest the validity of such joint assessment by appropriate legal proceedings herein provided.

1.10 Utilities. To pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.11 Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.12 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. That should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion (and in the exercise of good faith), without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Trust Estate; (ii) to make necessary additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary,

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pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

1.13 Survival of Warranties. To fully and faithfully satisfy and perform during the term of the Note and any extensions thereof the obligations of Trustor contained in the Loan Instruments.

1.14 Additional Security. That in the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Appointment of Successor Trustee. That Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Idaho (including the mailing to Trustor by registered or certified mail of a copy of such instrument) substitute a successor or successors to the Trustee named herein or acting hereunder.

1.16 Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, or of any undivided interest therein, including all participants in said loan to Trustor holding certificates of participation in said Note, whether or not named as Beneficiary herein.

1.17 Inspections. That Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the loan Instruments.

1.18 Liens. Trustor agrees to pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than fifty-five (55) days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one-half (i.e. 150%) of the amount of the claim, provided further, that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge, or post appropriate bond to protect against, any such lien, encumbrance or charge within 30 days of written demand by Beneficiary, then in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same,

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either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.19 Trustee's Powers. At any time, or from time to time, without liability therefor and upon written notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement or creating any restriction thereof, (iv) or join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (vi) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.21 Further Assurances. Trustor will, from time to time, at Beneficiary's reasonable request, execute supplementary security agreements, trust deeds or equivalent security or lien instruments and other instruments of further assurance with respect to the Property or any part thereof, provided that no additional liability shall be incurred by Trustor in such event which shall be inconsistent with the provisions of the Loan Instruments.

ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby give to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits in the event of a default by the Trustor in any of the terms and conditions hereof or of any of the Loan Instruments. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, in the exercise of good faith, to demand, receive, and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Trustor shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an event of default under any of the Loan

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Instruments. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Trustor to Beneficiary contingent only upon the occurrence of an event of default under any of the Loan Instruments.

2.02 Collection Upon Default. Upon any event of default under any of the Loan Instruments, Beneficiary may, upon written notice to Trustor and upon the expiration of any period provided for the cure of any default, and at any time thereafter, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

ARTICLE III

REMEDIES UPON DEFAULT

3.01 Events of Default. Time is of the essence hereof. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of interest or in the payment of principal or any other obligation secured hereby when due and the failure of Trustor to cure the same following five (5) days' written notice to Trustor; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for sixty (60) days from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor of all or any part of the

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Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for sixty (60) days; or

(d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Trust Estate, or any judgment involving monetary damages shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or event of default under any term, covenant, agreement, condition, provisions, representation or warranty contained in any of the Loan Instruments or any part thereof, not referred to in this Section, and the failure of Trustor to cure the same following ten (10) days' written notice to Trustor.

3.02 Acceleration upon Default, Additional Remedies.

In the event of any event of default, Beneficiary may declare all obligations secured hereby to be immediately due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems, in the exercise of good faith, necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default after written notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise any or all of the remedies available to a Secured Party under the Idaho Uniform Commercial Code, including, but not limited to:

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(1) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, lease, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor in respect to the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Trustor promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiary;

(2) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(3) Require Trustor to assemble the Personal Property owned by Trustor or any portion thereof, at the Property, and promptly to deliver such Personal Property to Beneficiary, or an agent or representative designated by it. Beneficiary and its duly authorized agents and representatives shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(4) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any such sale;

(5) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Trustor at the address set forth at the beginning of this Deed of Trust.

(d) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

(e) The waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

3.03 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

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(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published, and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Note; all other obligations then secured hereby and the remainder, if any, to the person or persons legally entitled thereto in accordance with law.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

3.04 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto (including costs on appeal), including a reasonable attorneys' fee (including an attorneys' fee on appeal) in such amount as shall be fixed by the court. Beneficiary shall be entitled to possession of the Property during any redemption period allowed under the laws of the State of Idaho.

3.05 Appointment of Receiver. If an event of default described in Section 3.01 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of Beneficiary in case of entry as provided in Section 3.02(a) and shall continue as such and exercise all powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated.

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3.06 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, guaranty, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right.

3.07 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust, in addition to written notifications required by other provisions hereof.

ARTICLE IV

MISCELLANEOUS

4.01 Governing Law. This Deed of Trust shall be governed by the laws of the State of Idaho. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. The terms and provisions of the Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing, signed by the party whom enforcement of any waiver, change, discharge or termination is sought.

4.02 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Note and all other Loan Instruments to contract in strict compliance with the laws of the State of Idaho governing the loan evidenced by the Note. In furtherance thereof, Beneficiary and Trustor stipulate and agree that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum

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interest rate permitted to be charged by the laws of the State of Idaho governing the loan evidenced by the Note. Trustor or any guarantor, endorser, or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Idaho and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In any event, if any holder of the Note shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged by the laws of the State of Idaho, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

4.03 Statements by Trustor. Trustor, within ten (10) days after being given notice by mail, will furnish to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

4.04 Reconveyance by Trustee. Upon written request of Beneficiary stating that all obligations secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

4.05 Notices. Whenever Beneficiary, Trustor, or Trustee shall desire or be required to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

4.06 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

4.07 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

4.08 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the obligations secured hereby, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the Trustor's obligations shall be completely paid prior to the payment of the remaining and secured portion of the obligations secured hereby, and all payments made on the Trustor's obligations, whether voluntary or under foreclosure or other enforcement

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action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Trustor's obligations which are not secured or fully secured by the lien of this Deed of Trust.

4.09 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

4.10 Construction Mortgage. If this Deed of Trust secures a loan incurred to finance the construction of improvements on the property including the acquisition cost of Property and certain costs incurred in planning architectural and engineering studies, zoning and similar expenses, it is understood and agreed that funds to be advanced upon the Note are to be used in the construction of such Improvements on the Property in accordance with the Construction Loan Agreement. This Deed of Trust secures the payment of all sums and the performance of all covenants required by Trustor by said Construction Loan Agreement.

4.11 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

4.12 Transfer of Interest. Should Trustor sell, convey, transfer, assign, lease, encumber or in any other manner, dispose of the property covered by this Deed of Trust or any part thereof or any personal property at any time covered hereby securing any or all of the obligations secured hereby, or turn over the possession, management or operation of the property covered by this Deed of Trust to any person, firm or corporation, or sell, convey, transfer, encumber, or dilute more than fifty percent (50%) of the current outstanding capital or ownership of the Trustor, or agree to do the same, without prior written consent of the Beneficiary, then Beneficiary shall have the right at his option to declare all obligations secured hereby immediately due and payable. Consent to any such transaction shall not be deemed to be consent or waiver of the necessity of consent to any other transaction. Upon the occurrence of any such transaction, either with or without Beneficiary's consent, Beneficiary may increase the interest rate of the indebtedness secured hereby to its then prevailing rate for loans of this nature, as substituted rate of interest for that stated on

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the Note secured hereby. If Beneficiary consents to any such transaction and/or to assumption of the loan secured by this Deed of Trust, Trustor shall not be released from any obligations hereunder. Upon the occurrence of any sale, conveyance, or transfer of the property covered by this Deed of Trust, in addition to the consent required aforesaid, Beneficiary shall be paid a reasonable service charge for changing its records to reflect such transaction.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Orville W. Nicholson
ORVILLE W. NICHOLSON

Rea E. Nicholson
REA E. NICHOLSON

STATE OF IDAHO)
 : ss.
County of Butte)

On this 6th day of December, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared ORVILLE W. NICHOLSON and REA E. NICHOLSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

William A. Carlson
Notary Public for Idaho,
Residing at Arco, Idaho.

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SEP 30 1988

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

31 FERC 162, 141

Mr. Orville Nicholson

Project No. 7865-001

ORDER GRANTING EXEMPTION FROM LICENSING FOR
A CONDUIT HYDROELECTRIC PROJECT

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act pursuant to 18 C.F.R. Part 4 Subpart J (1980) implementing Section 30 of the Federal Power Act (Act) for a project as described in the attached public notice. 2/

Notice of the application was published and comments were requested from interested Federal and State agencies including the U.S. Fish and Wildlife Service and the State Fish and Wildlife Agency. All comments, protests and petitions to intervene that were filed have been considered. No agency has any objection relevant to issuance of this exemption.

Standard Article 2, included in this exemption, requires compliance with any terms and conditions that Federal or State fish and wildlife agencies have determined appropriate to prevent loss of, or damage to, fish and wildlife resources. The terms and conditions referred to in Article 2 are contained in any letters of comment by these agencies which have been forwarded to the Applicant in conjunction with this exemption. 3/

1/ Mr. Orville Nicholson, Project No. 7865, filed on October 12, 1984.

2/ Authority to act on this matter is delegated to the Director, Office of Hydropower Licensing, under §375.314 of the Commission's regulations, 49 Fed. Reg. 29,369 (1984) (errata issued July 27, 1984) (to be codified at 18 C.F.R. §375.314). This order may be appealed to the Commission by any party within 30 days of the issuance date of this order pursuant to Rule 1902, 18 C.F.R. §385.1902 (1983). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

3/ An exemption from licensing granted by this Commission does not serve as any basis for restricting hunting and fishing access to the waterway involved except to the extent required for public safety purposes.

- 2 -

Should the Applicant contest any terms or conditions that were proposed by Federal or State agencies in their letters of comment as being outside the scope of Article 2, the Commission shall determine whether the disputed terms or conditions are outside the scope of Article 2.

Based on the terms and conditions required by Federal and State fish and wildlife agencies, the environmental information in the application for exemption, other public comments, and staff's independent analysis, issuance of this order is not a major Federal action significantly affecting the quality of the human environment. 4/

It is ordered that:

(A) Nicholson Hydroelectric Project No. 7865-001 as described and designated in Mr. Orville Nicholson's application filed on October 12, 1984, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.94 of the Commission's regulations attached hereto as Form E-1, 18 C.F.R. §4.94 (1981).

(B) The Commission may accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of the proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

Quentin A. Edson
Director, Office of
Hydropower Licensing

4/ Environmental Assessment, Nicholson Hydroelectric FERC Project No. 7865--Idaho, Division of Environmental Analysis, Office of Hydropower Licensing, Federal Energy Regulatory Commission, April 12, 1985. This document is available in the Division of Public Information and in the Commission's public file associated with the proceeding.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission
(February 21, 1985)

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

- a. Type of Application: Exemption for Small Conduit Hydroelectric Facility
- b. Project No: 7865-000
- c. Date Filed: November 23, 1983
- d. Applicant: Mr. Orville Nicholson
- e. Name of Project: Nicholson Hydroelectric
- f. Location: On Rocky Run, Uncle Ike Creek and Fallert Springs in Butte County, Idaho, near the town of Howe.
- g. Filed Pursuant to: Energy Security Act, 1980 (16 U.S.C. §§2705 and 2780 as amended)
- h. Contact Person: Mr. G.L. Smith
P.O. Box 1016
Idaho Falls, Idaho 83401
- i. Comment Date: Apr 1 1985
- j. Description of Project: The proposed project would use flows from existing irrigation pipelines and ditches on Rocky Run, Uncle Ike Creek and Fallert Springs, located on land managed by the Bureau of Land Management and would consist of: (1) an 18-inch-diameter, 2,000-foot-long penstock extending from the existing Fallert Springs pipeline; (2) a powerhouse containing a single generating unit with a rated capacity of 350 kW, operating under a head of 800 feet; (3) a tailrace discharging directly into the existing irrigation system; and (4) a 100 to 300-foot-long transmission line tying into an existing line owned by Utah Power and Light Co.

The average annual energy output would be 274,000 kWh.
- k. Purpose of Project: Project power would be sold to Utah Power and Light Company.
- l. This notice also consists of the following standard paragraphs: A3, A5, B, C and D3b.

UC-A-16

A3. License or Conduit Exemption -- Any qualified licensee, conduit exemption, or small hydroelectric exemption applicant desiring to file a competing application must submit to the Commission, on or before the specified comment date for the particular application, either a competing license, conduit exemption, or small hydroelectric exemption application, or a notice of intent to file such an application. Submission of a timely notice of intent allows an interested person to file the competing license, conduit exemption, or small hydroelectric exemption application no later than 120 days after the specified comment date for the particular application. Applications for preliminary permit will not be accepted in response to this notice.

This provision is subject to the following exception: if an application described in this notice was filed by the preliminary permittee during the term of the permit, a small hydroelectric exemption application may be filed by the permittee only (license and conduit exemption applications are not affected by this restriction).

A5. Notice of Intent -- A notice of intent must specify the exact name, business address, and telephone number of the prospective applicant, include an unequivocal statement of intent to submit, if such an application may be filed, either (1) a preliminary permit application or (2) a license, small hydroelectric exemption, or conduit exemption application, and be served on the applicant(s) named in this public notice.

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

C. Filing and Service of Responsive Documents -- Any filings must bear in all capital letters the title "COMMENTS", "NOTICE OF INTENT TO FILE COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "MOTION TO INTERVENE", as applicable, and the Project Number of the particular application to which the filing is in response. Any of the above named documents must be filed by providing the original and those copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20126. An additional copy must be sent to: Fred E. Springer, Director, Division of Project Management Branch, Office of Hydropower Licensing, Federal Energy Regulatory Commission, Room 108 RB at the above address. A copy of any notice of intent, competing application or motion to intervene must also be served upon each representative of the Applicant specified in the particular application.

Attachment
E-1 FORM

§ 4.94 Standard terms and conditions of exemption.

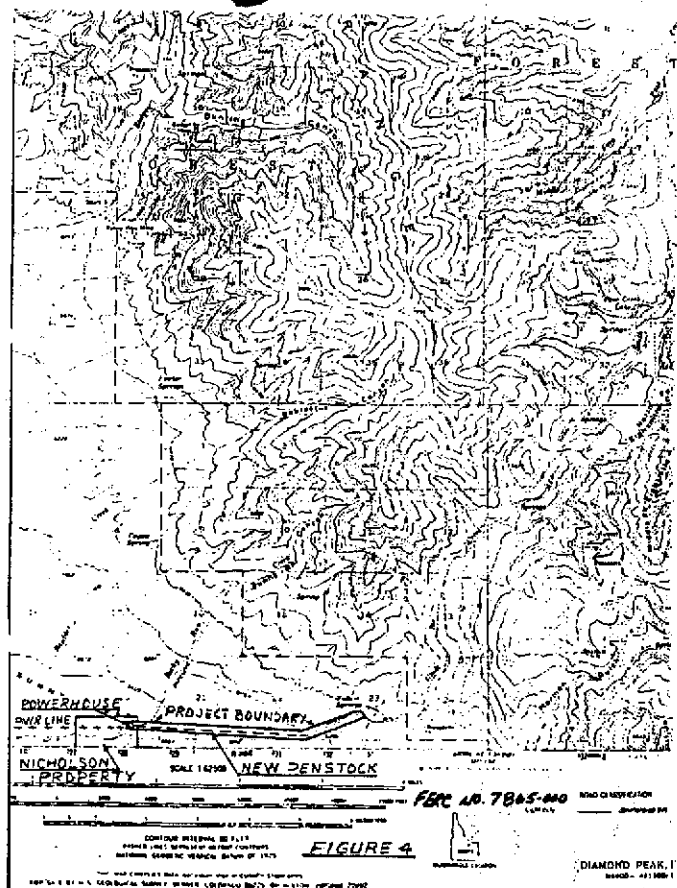
Any exemption granted under § 4.93 for a small conduit hydroelectric facility is subject to the following standard terms and conditions:

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

(b) Article 2. The construction, operation, and maintenance of the exempt facility must comply with any terms and conditions that any Federal or State fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act.

D3b. Agency Comments - The U.S. Fish and Wildlife Service, the National Marine Fisheries Service, and the State Fish and Game agency(ies) are requested, for the purposes set forth in Section 10 of the Federal Power Act, to file within 45 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 45 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

Kenneth P. Plumb
Secretary



August 3, 1983

RE: Permit No. 33-7151

Orville Nicholson
Howe,
Idaho 83244

Dear Permit Holder:

Enclosed is a copy of your approved Application for Permit. We direct your attention to the conditions of approval on the fourth page.

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

Please be advised that prior applications for permit have been filed to appropriate water from your source which may impact the availability of water to be used under this permit. Therefore, you should be sure to analyze the impact of these rights before making a major investment into your water use project.

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

We have enclosed instructions entitled "Making Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

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

DRT:kw
Enclosures

February 14, 1983

RE: Application for Permit No. 33-7151 NICHOLSON

Arco Advertiser
Box "C"
Arco, Idaho 83213

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application(s). The legal notice was to have been published in your paper on January 27, 1983 February 3, 1983.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

COLLEEN WRAY
Adm. Secretary

Called 2/28/83 BP

January 24, 1983

RE: Application for Permit No. 33-7151 NICHOLSON

Oscar Johnson, Watermaster
Water District No. 33
P.O. Box 166
Arco, Idaho 83213

Dear Oscar:

We are enclosing a copy of an application that may be of interest to your water district. Please review the application and submit any comments you may have to our Department as soon as possible. The last date of protest is February 14, 1983, and we are required to take final action shortly thereafter.

If we may be of further assistance, please feel free to contact us.

Respectfully submitted,

ERNEST CARLSEN
Assistant Regional Supervisor

EC:cw

Enclosure

January 24, 1983

RE: Application for Permit No. 33-7151 NICHOLSON

U.S. Bureau of Land Management
940 Lincoln Road
Idaho Falls, Idaho 83401

Gentlemen:

We are enclosing a copy of an application that may be of interest to your agency. Please review the application and submit any comments you may have to our Department as soon as possible. The last date of protest is February 14, 1983, and we are required to take final action shortly thereafter.

If we may be of further assistance, please feel free to contact us.

Respectfully submitted,

ERNEST CARLSEN
Assistant Regional Supervisor

EC:cw

Enclosure

STAFF SHEET FOR POWER GENERATION

INITIAL REVIEW BY HWT

APPLICATION NO. 33 7151

DATE REQUESTED

IN FILE

✓

Form 205/206

NA.

Financial statement if
operating capacity is more than
500 HP
0.37 MW
373 KW

NA.

Statement declaring what the
applicant proposes to do with
the generated power.
(NOT MANDATORY)

✓

Efficiency is between 85% and 60%

P = kilowatts .74 x hp

Q = c.f.s.

H = feet

e = efficiency

$$e = \frac{P (11.8)}{QH} = \frac{(148) (11.8)}{(6) (460')} = \frac{1746.4}{2760} = \underline{639\%}$$

RECEIVED

January 6, 1983

Orville Nicholson
Howe,
Idaho 83244

Dear Mr. Nicholson:

Enclosed is your application for permit and an affidavit for your use.

Please review the application and if everything is correct sign it.
You must fill out parts A and B of the affidavit and have your signature
notarized on that document.

You can send the completed paperwork along with a fee of \$145.00 to this
office for processing.

Sincerely,

HAROLD W. HONES
Sr. Resource Agent

HWJ:bp

Enclosures

Affidavit of Publication

RECEIVED

JUN 13 1983

Department of Water Resources
Eastern District Office

I, Le Ella Cammack.....
of the Arco Advertiser, a weekly newspaper of
general circulation, published weekly at Arco,
Idaho, since March, 1909, do solemnly swear that
a copy of this notice, per clipping attached, was
published weekly in the regular and entire issue
of said newspaper, and not in any supplement
thereof,

for 2 consecutive weeks, commencing with

the issue dated 1-27-83

and ending with the issue dated 2-3-83

Le Ella Cammack

Subscribed and sworn to before me this

10 day of June, 1983

Dwight R. Bailey
Notary Public

Residence: Arco, Idaho.

My commission expires 1-13, 1986

NOTICE OF APPLICATION FOR WATER RIGHT

The following application has been
filed to appropriate the public waters
of the State of Idaho:

33-7151

NICHOLSON, ORVILLE
HOWE, ID 83244

Source: UNCLE IKE CREEK trib.
to LITTLE LOST RIVER; FALLERT
SPRINGS trib. to LITTLE LOST
RIVER; ROCKY RUN CREEK trib.
to LITTLE LOST RIVER

Dated Filed: 01-13-1983

Diversion Pt: NWSW Sec 24 T 08N
R 28E NESW Sec 23 T 08N R 28E

NWSE Sec 16 T 08N R 28E

Use: POWER (6.00 CFS)

In: NENW Sec 29 T 08N R 28E

The permit will be subject to all
prior water rights. Protests must be
filed with the Director, Dept. of
Water Resources, 150 Shoup Ave.,
Suite 15, Idaho Falls, Idaho 83402 on
or before FEBRUARY 14, 1983.

KEN DUNN
Director

Published 1-27 & 2-3-83.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

JANUARY 19, 1983

The Arco Advertiser
Box "C"
Arco, Idaho 83213

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billings to this office before FEBRUARY 14, 1983.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

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KEN DUNN, Dir.

Published 1/27 & 2/3/83.

33-7151-

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HOWE, ID 83244

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FALLERT SPRINGS trib. to LITTLE LOST RIVER
ROCKY RUN CREEK trib. to LITTLE LOST RIVER

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KEN DUNN
Director

Published 1-27 & 2-3-83.