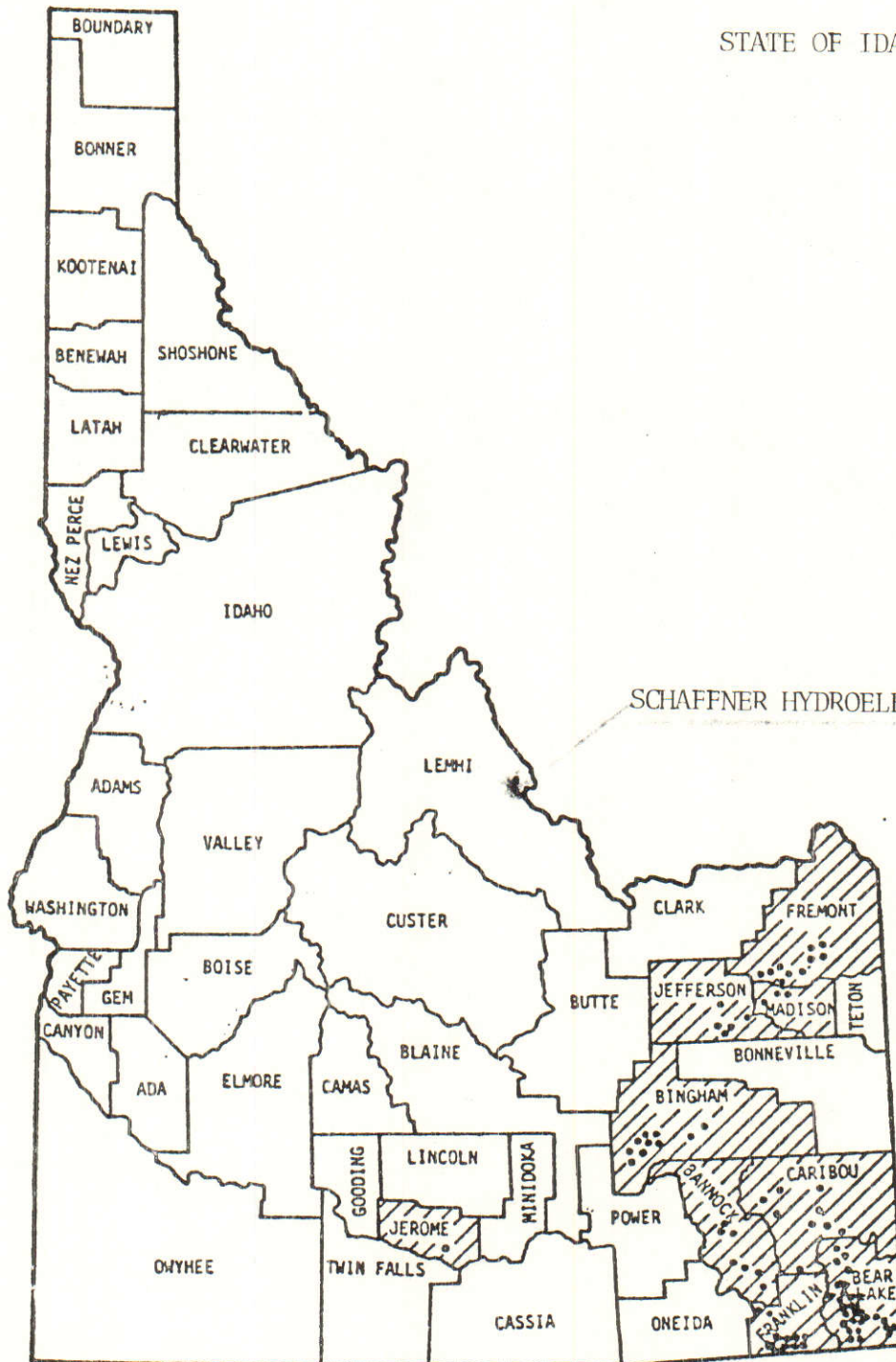




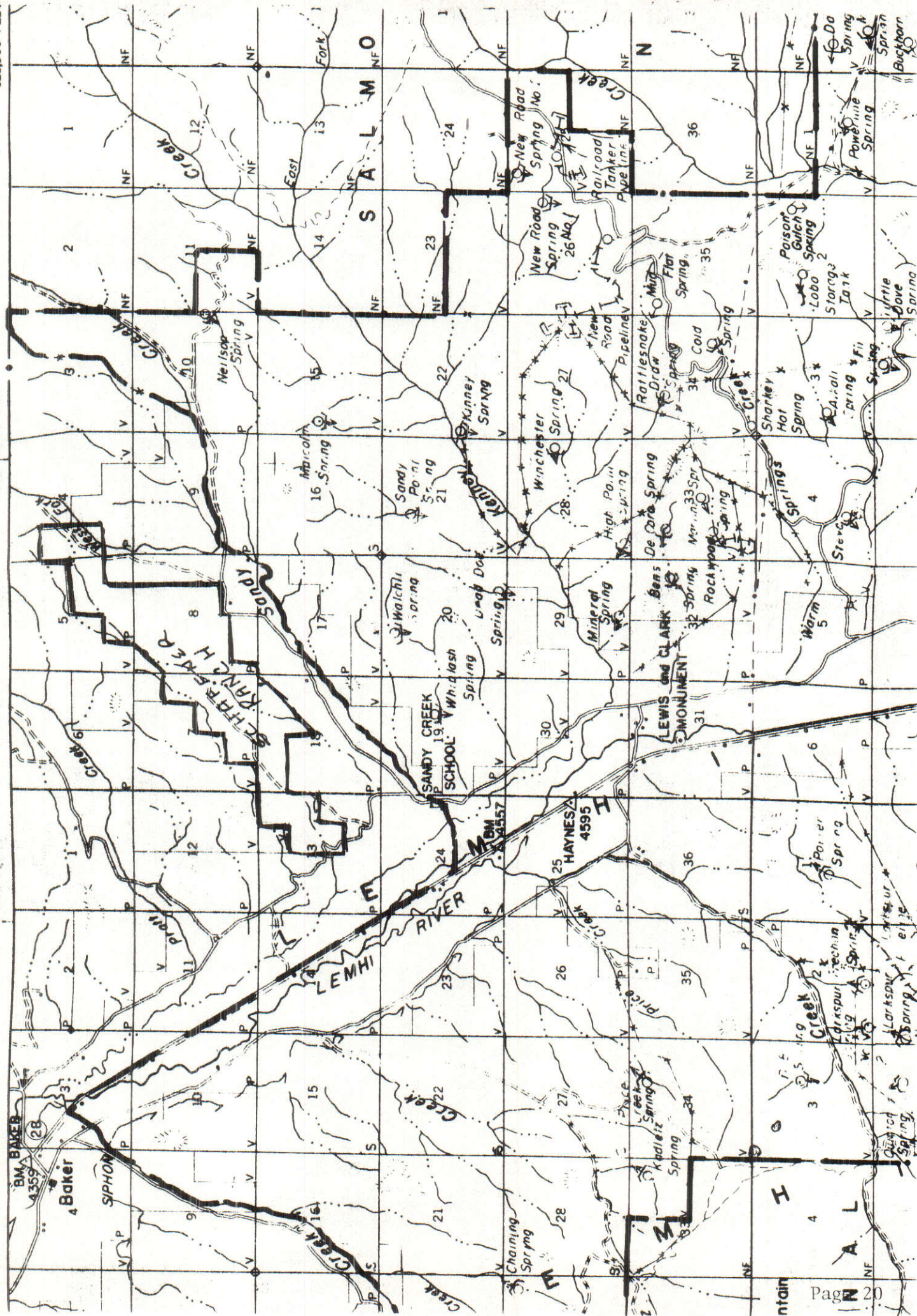
STATE OF IDAHO

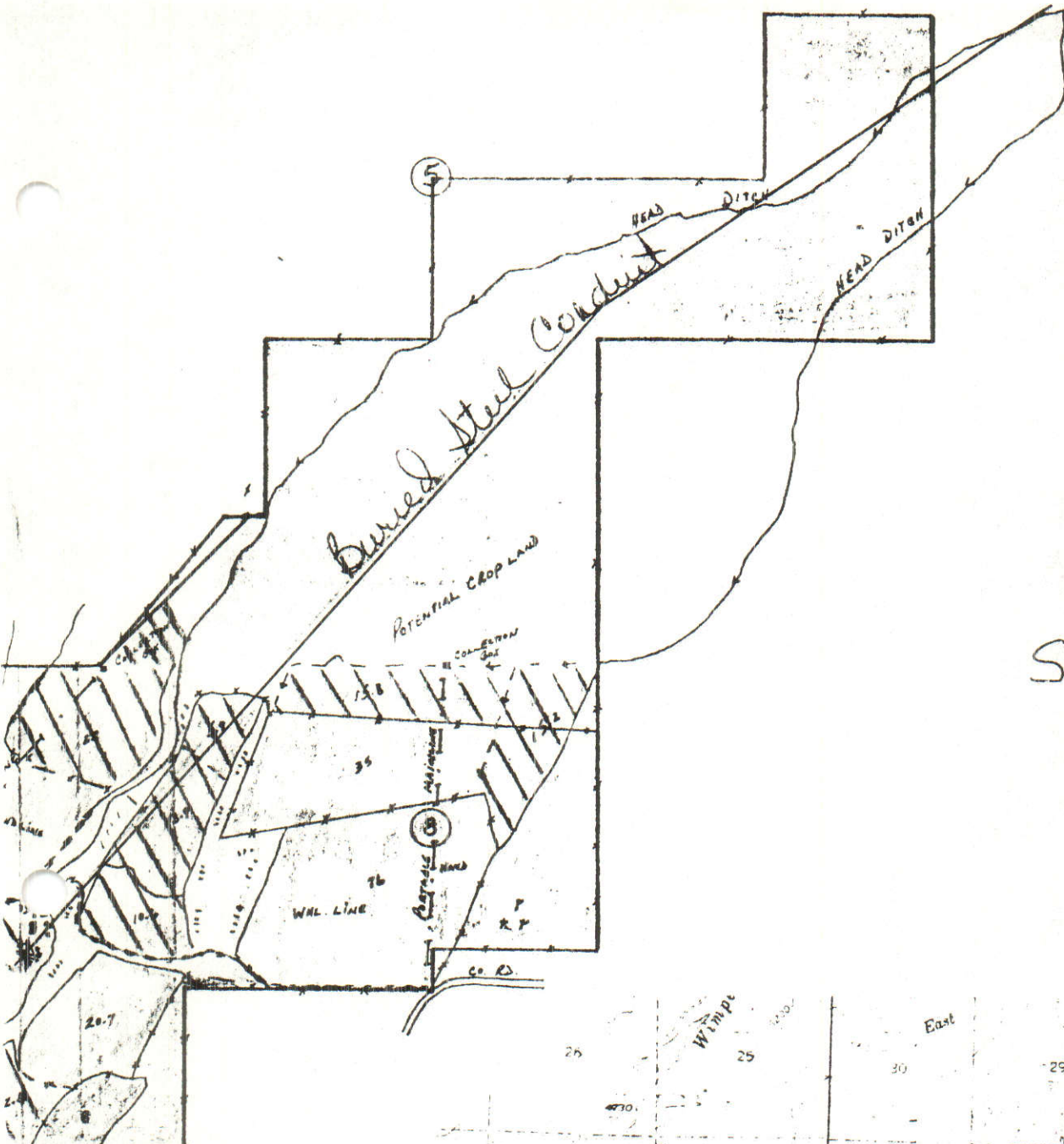


R.23E.

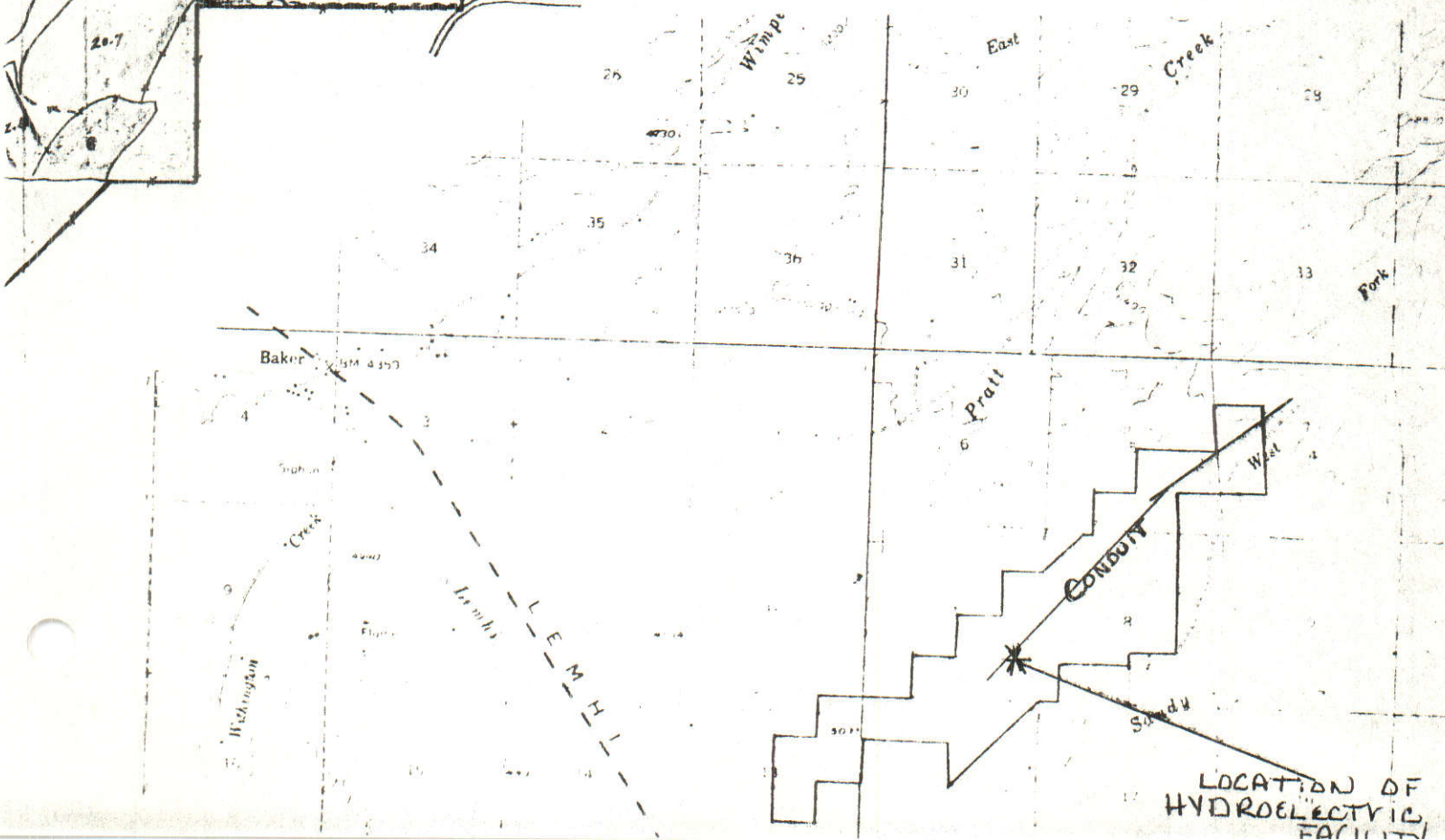
R.24E.

820,000 FEET



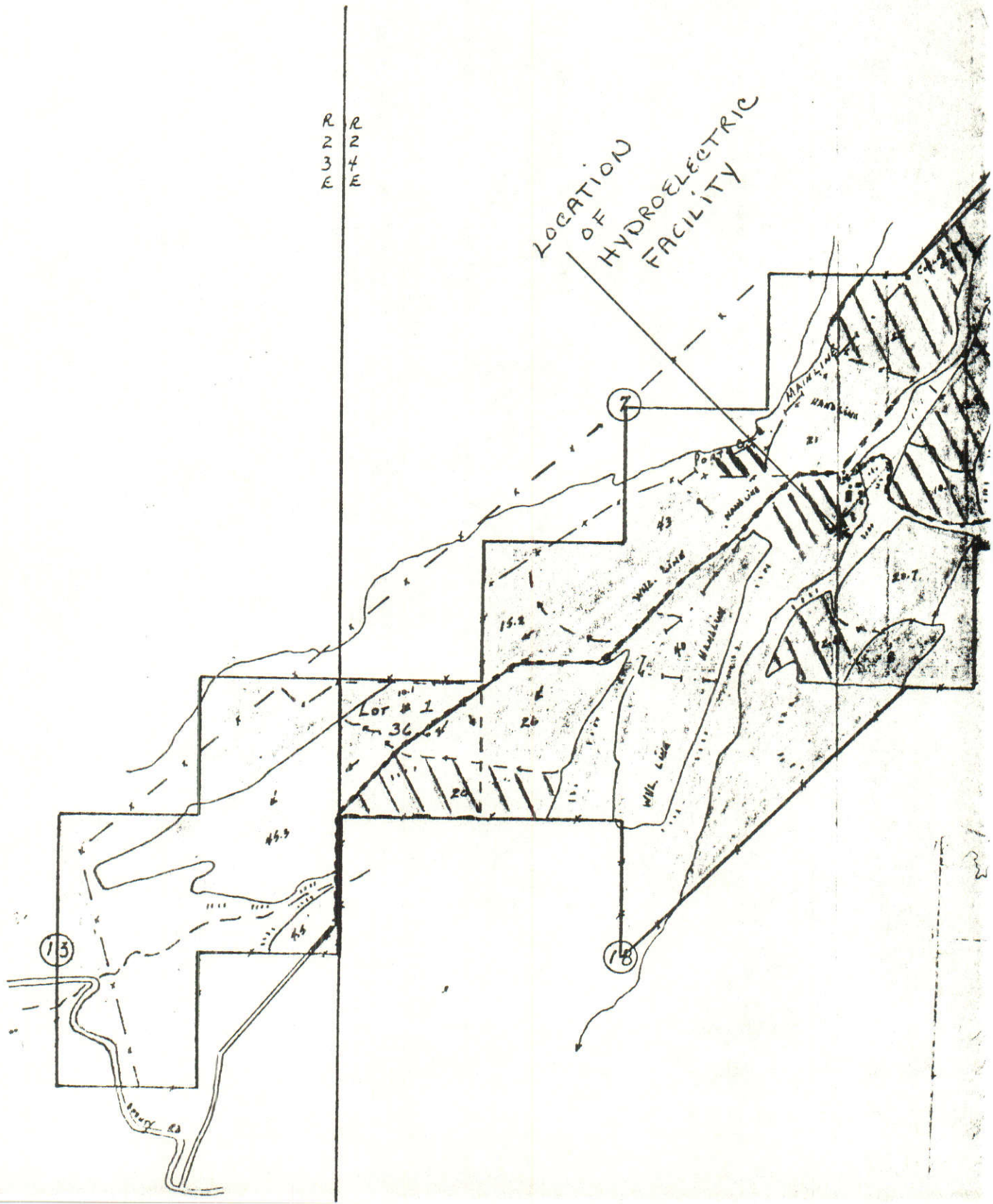


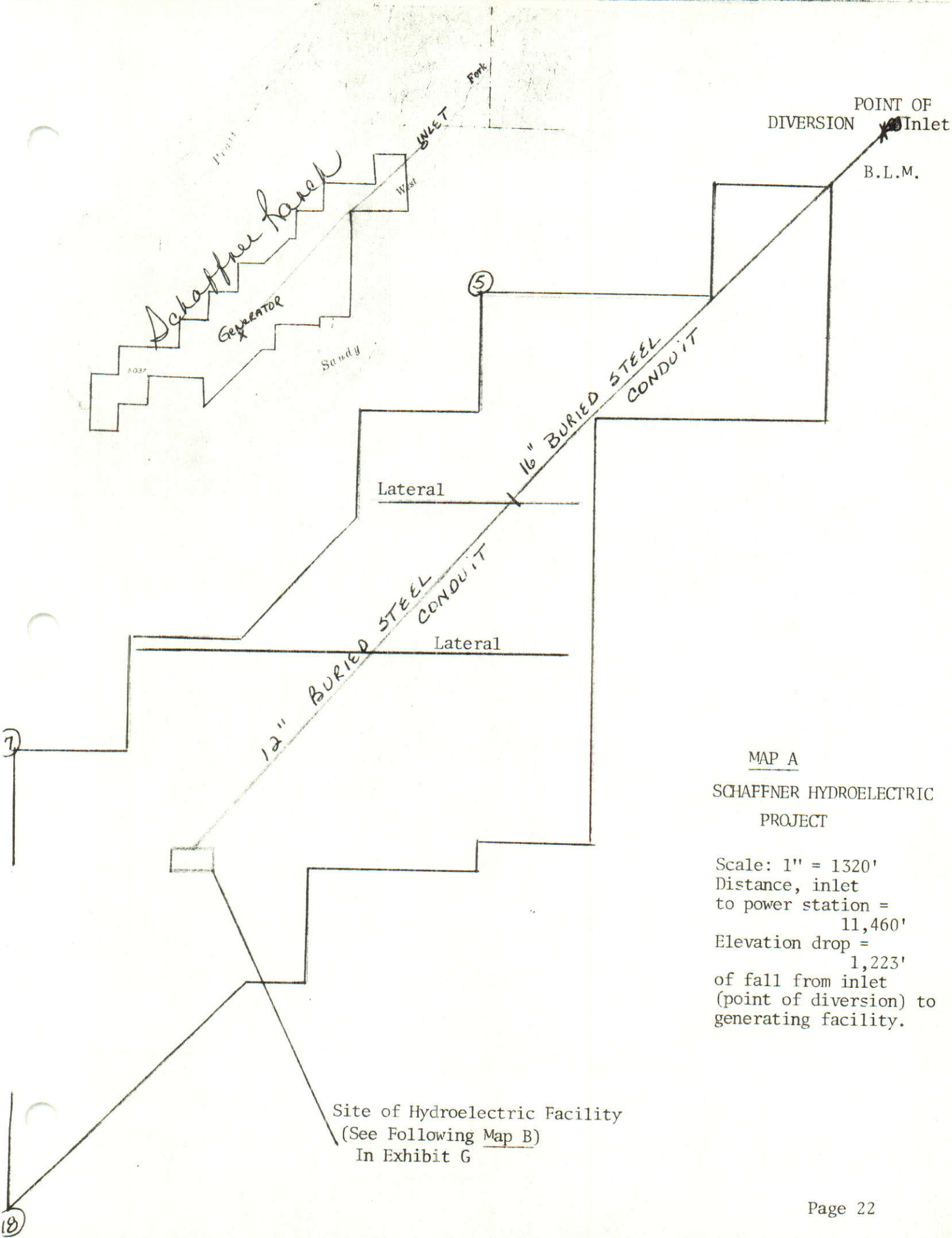
SCHAFFNER
RANCH



LOCATION OF
HYDROELECTRIC
FACILITY

TP. 20 N	RGE 23 & 24 E
↑ N Lemhi COUNTY ID STATE SCALE: 1" = 1320	
PLATTED BY CB	VERIFIED (Signature)



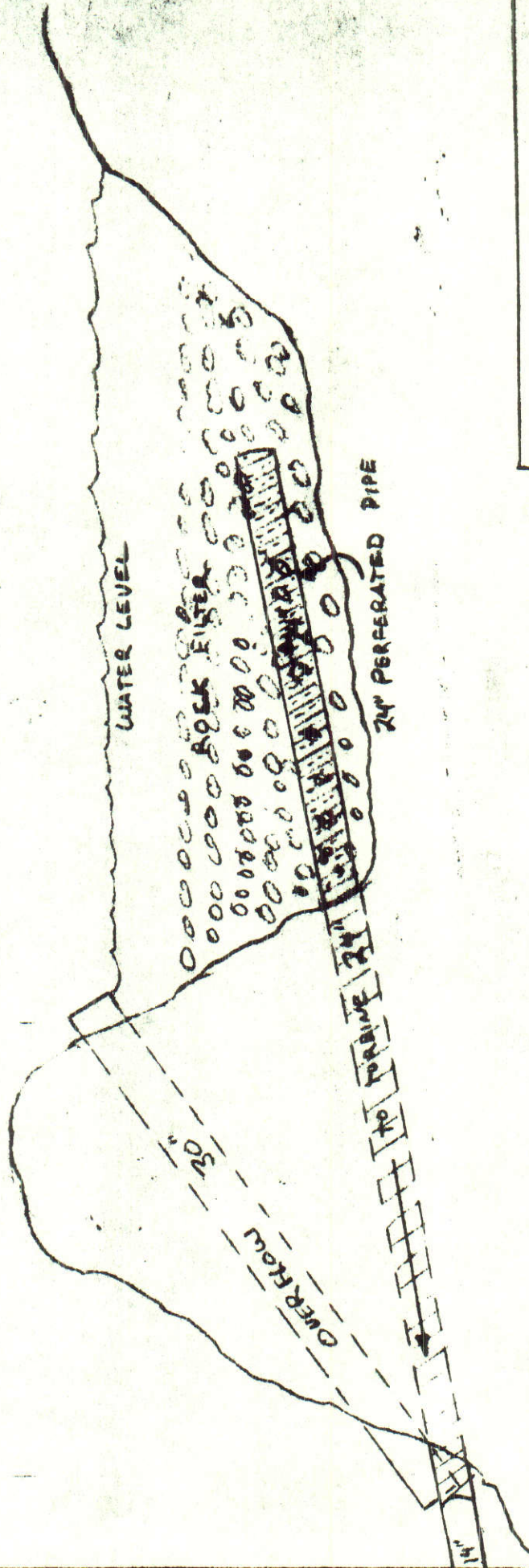


MAP A
SCHAFFNER HYDROELECTRIC
PROJECT

Scale: 1" = 1320'
Distance, inlet
to power station =
11,460'
Elevation drop =
1,223'
of fall from inlet
(point of diversion) to
generating facility.

Site of Hydroelectric Facility
(See Following Map B)
In Exhibit G

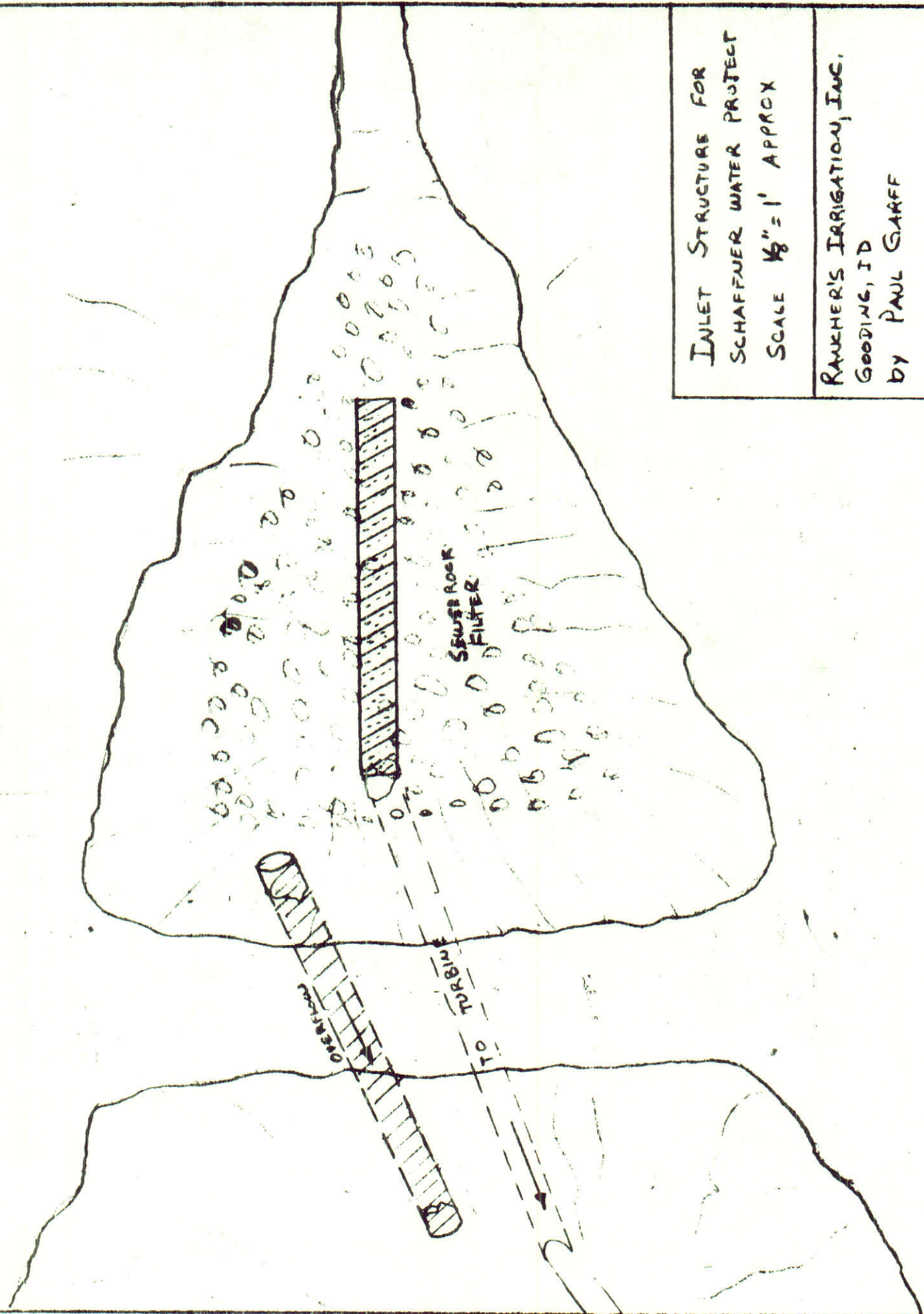
SIDE VIEW



INLET STRUCTURE FOR
SCHAFFNER WATER PROJECT
SCALE $\frac{1}{8}'' = 1'$ APPROX

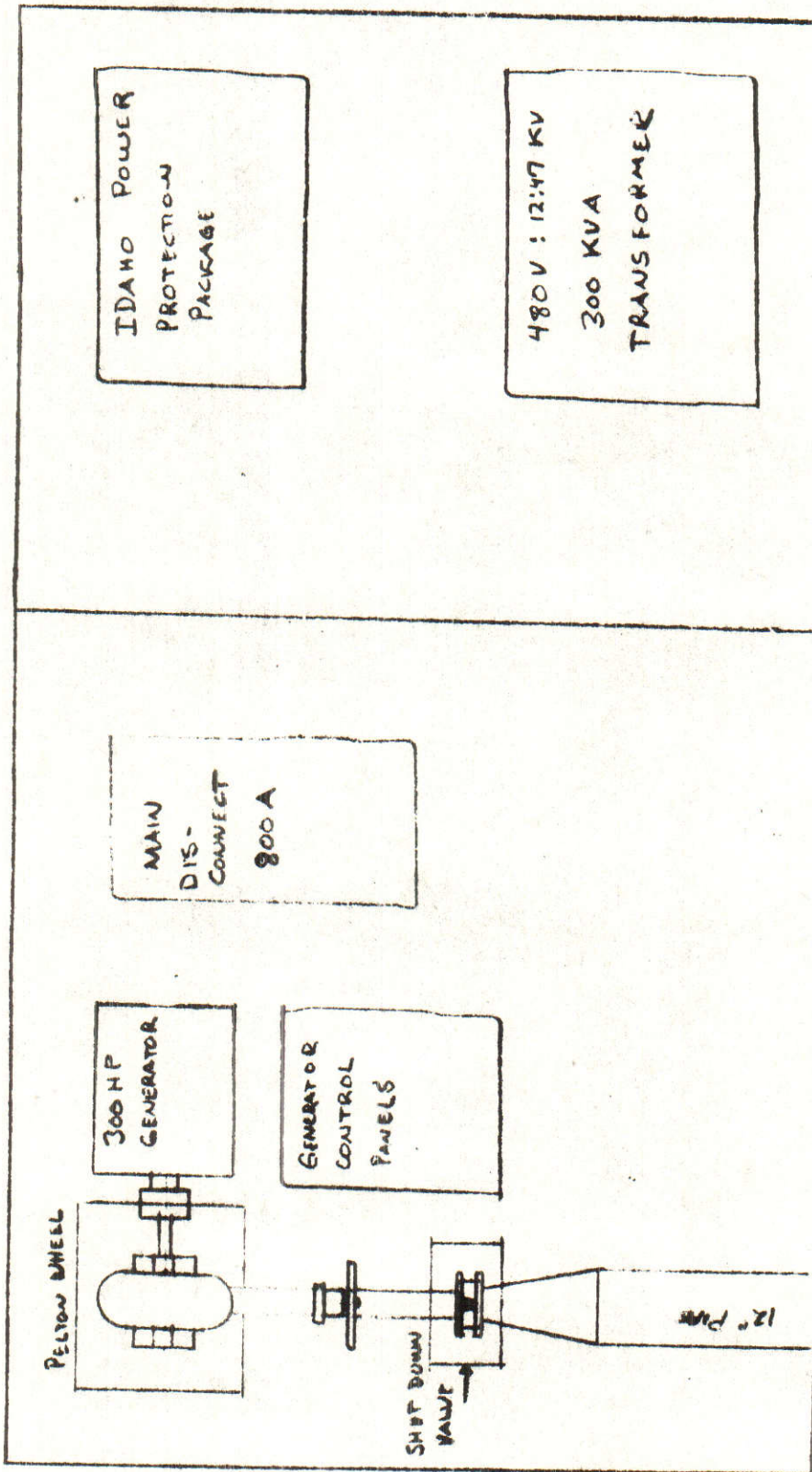
RAUCHER'S IRRIGATION, INC.
by PAUL GARFF
2-15-84

TOP VIEW



INLET STRUCTURE FOR
SCHAFFNER WATER PROJECT
SCALE $\frac{1}{8}" = 1'$ APPROX

RAUCHER'S IRRIGATION, INC.
GOODING, ID
BY PAUL GARFF
2-15-84



IDAMO POWER
PROTECTION
PACKAGE

480V : 12.47 KV
300 KVA
TRANSFORMER

MAIN
DIS-
CONNECT
800 A

300 HP
GENERATOR

GENERATOR
CONTROL
PANELS

SHUT DOWN
VALVE

12" PIPE

TOP VIEW

POWER HOUSE EQUIPMENT
FOR

SCHAFER'S HYDRO-ELECTRIC
PROJECT

RAUCHER'S IRR GOODING, ID
2-10-84 BY PAUL GARFF

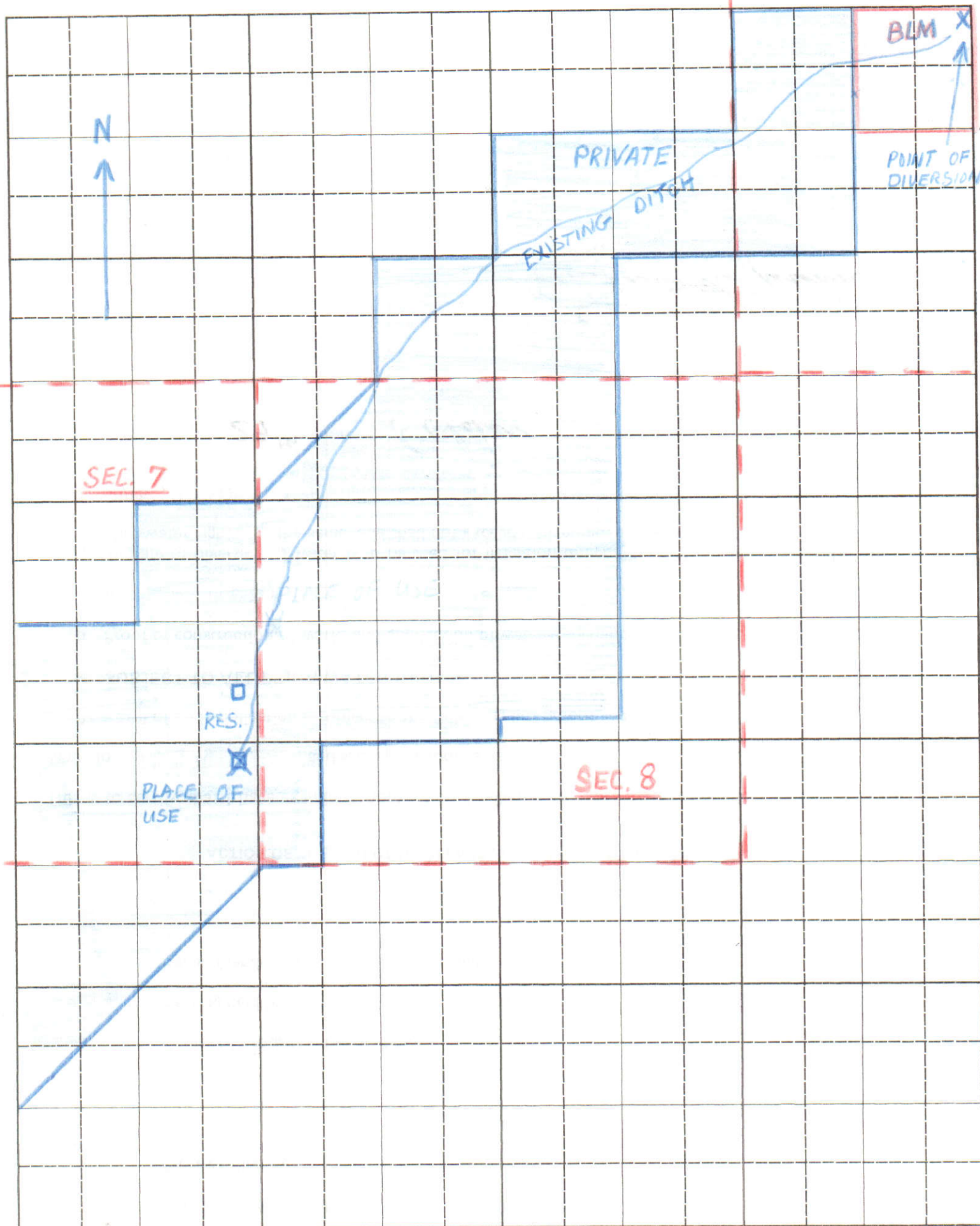
T21N ↑

T20N ↓

R.2.E

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

SEC. 4



Scale: 2 inches equal 1 mile, 1" = 1320'

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.

Henry E. Schaffer
(Applicant)

MICROFILMED

NOTICE OF
APPLICATION FOR
WATER RIGHT

The following applica-
tion(s) have been filed to
appropriate the public
waters of the State of
Idaho:

74-7231

SCHAFFNER, HENRY E.
RT. 1, BOX 33, SALMON,
ID 83467

Source: SANDY CREEK,
WEST FORK trib. to
LEMHI RIVER

Date Filed: 12/12/1983

Diversion Pt: SENW Sec
04 T 20N R 24E

Use: POWER (4.50 CFS)

In: SESE Sec 07 T 20N R
24E

The permit(s) will be
subject to all prior water
rights. Protests must be
filed with the Director,
Dept. of Water Re-
sources, 150 Shoup Ave.,
Suite 15, Idaho Falls,
Idaho 83402 on or before
MARCH 26, 1984.

KEN DUNN, Dir.

Published 3/8 & 3/15/
84.

3-8-2tc

Affidavit of Publication

STATE OF IDAHO

County of Lemhi

ss.

MAR 16 1984

Department of Water Resources
Eastern District Office

JERRY G. ROSIN

, being first duly sworn, deposes
and says that he is one of the printers (publisher) of the RECORDER HERALD,
a newspaper published weekly at Salmon, Lemhi County, Idaho, and of general
circulation therein,

That the Notice of Application for Water Right 74-7231

..... a true
printed copy of which is attached to the margin hereof, has been and was correct-
ly printed and published in the regular and entire issue of every number of said
newspaper and not in any supplement thereof or thereto for 2
consecutive issues, commencing with the issue dated March 8, 19 84
and ending with the issue dated March 15, 19 84

Subscribed and sworn to before me, this fifteenth

day of March, 19 84

Neil Armstrong
Notary Public for the State of Idaho,
Residing at Salmon, Idaho

Publication Fee \$ 15.75

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 74-7231

1. Owner: HENRY E. SCHAFENER Phone No. 756-3976

Current Address: Rt 1 Box 33 Salmon, Id. 83467

2. Accompanied by: SAME EXAM. DATE: 28 APRIL - 1987

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: WEST FORK SANDY CREEK tributary to LENAH RIVER

B. OVERLAP REVIEW

1. Other water rights with same place of use: N/A

☐ Copies Attached

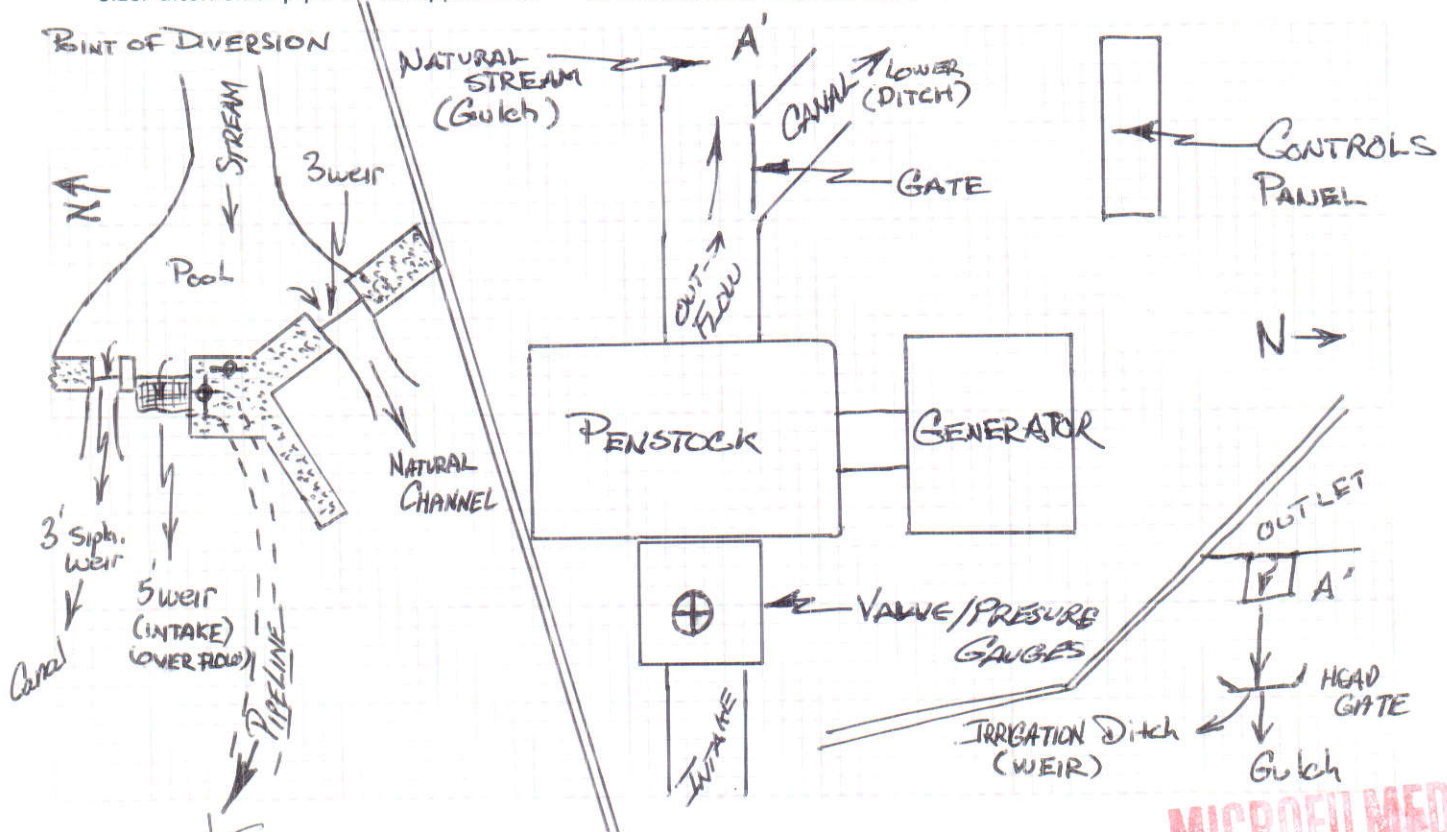
2. Other water rights with same point of diversion: 74-7088 / 00480

☐ 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



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

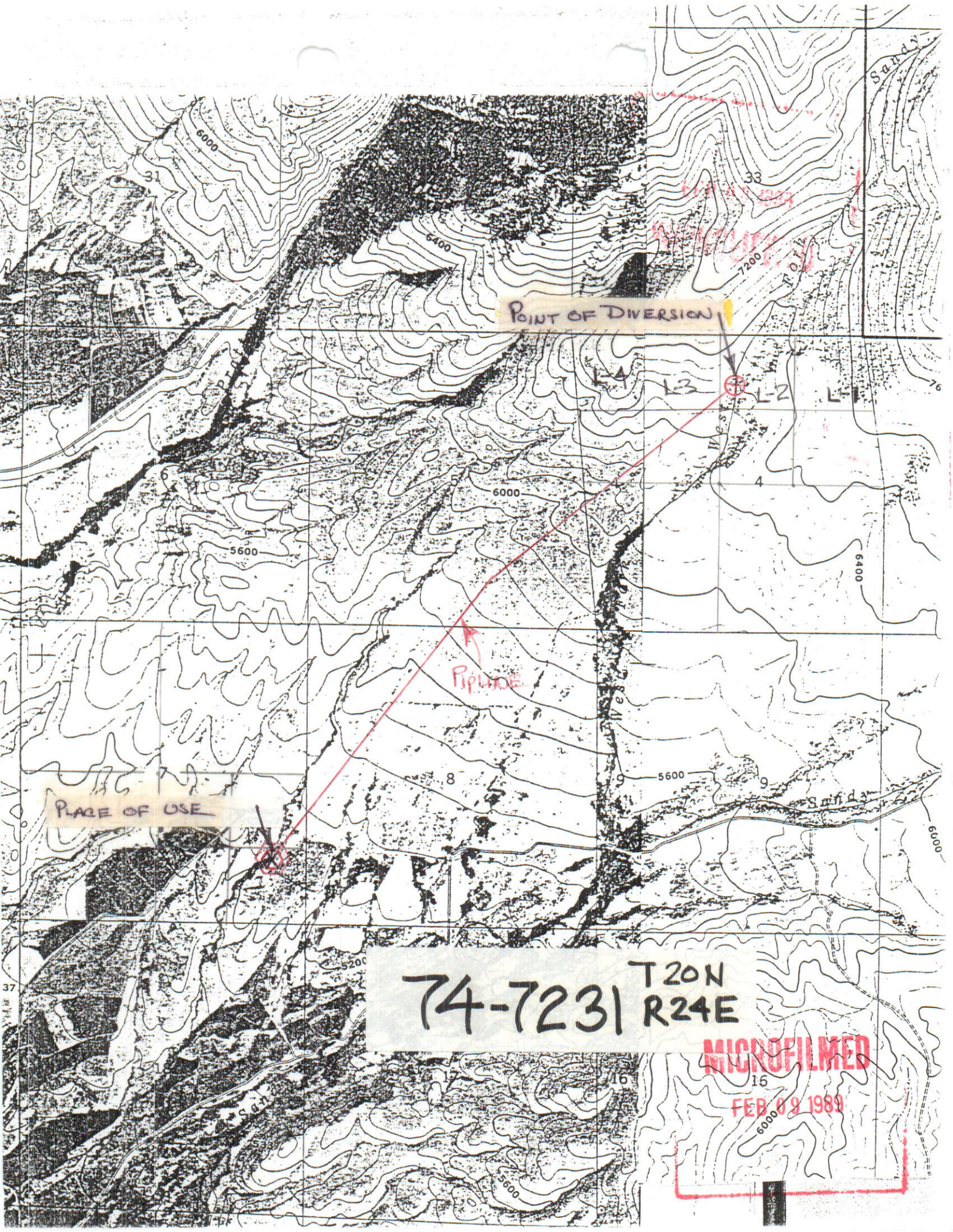
- ☒ Photo of Diversion and System Attached

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

- ☒ Aerial Photo Attached (required for irrigation of 10 acres or more)

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APR 9 1989



POINT OF DIVERSION

Pipe

PLACE OF USE

74-7231 T20N R24E

MICROFILMED

FEB 09 1989

POINT OF DIVERSION

WEIR ON UPPER DITCH

PIPELINE

5/4
8/9

6/5
7/8

74-7231 T20N
R24E

PLACE OF ONE

MICROFILMED
FEB 09 1989



John V. Evans
Governor

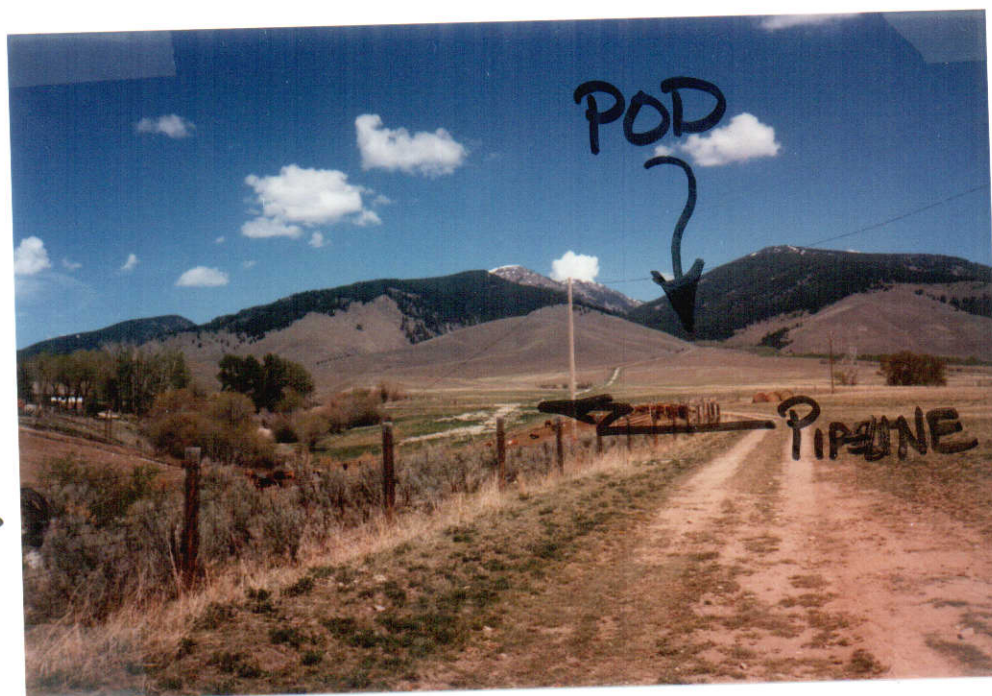
A. Kenneth Dunn
Director

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EASTERN REGION

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



POU →

POD

WEST FORK
SANDY CREEK

PIPELINE

74-7231

MICROFILMED

FEB 09 1989



STATE OF IDAHO

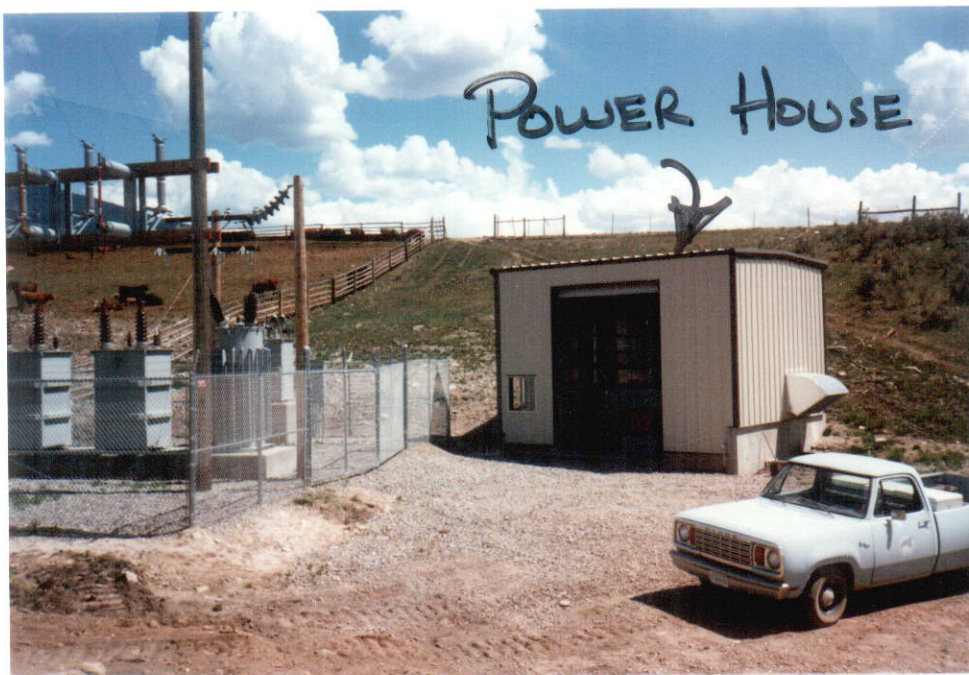
DEPARTMENT OF WATER RESOURCES

EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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



74-7231

FEB 09 1989



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

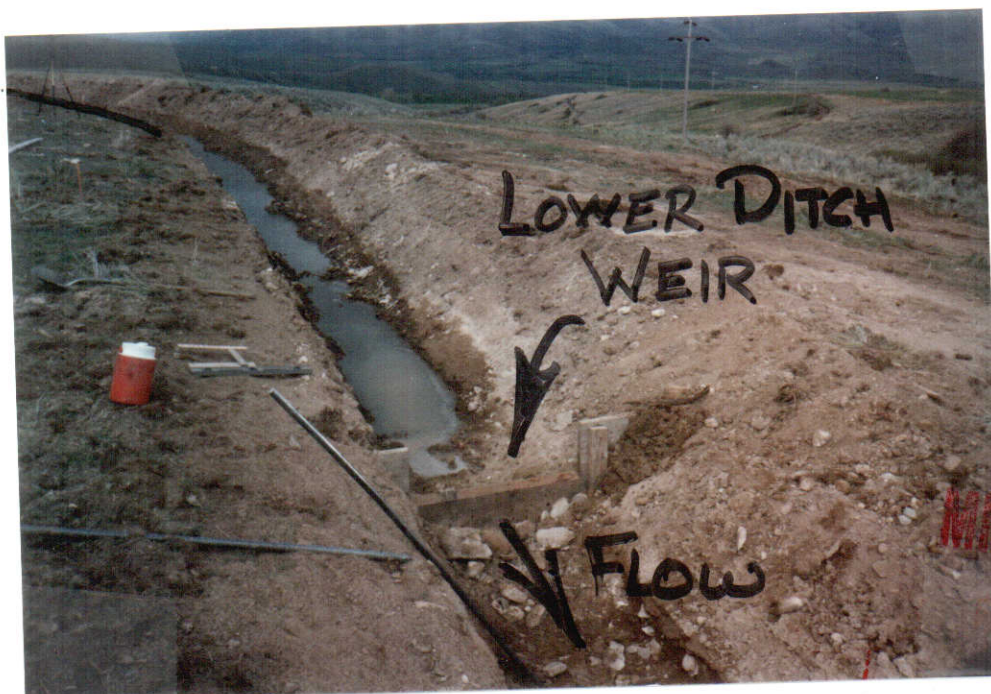
A. Kenneth Dunn
Director

UPPER CANAL MEASURING DEVICES

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



TO
POWER
HOUSE



MICROFILMED
FEB 00 1989

74-7231



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

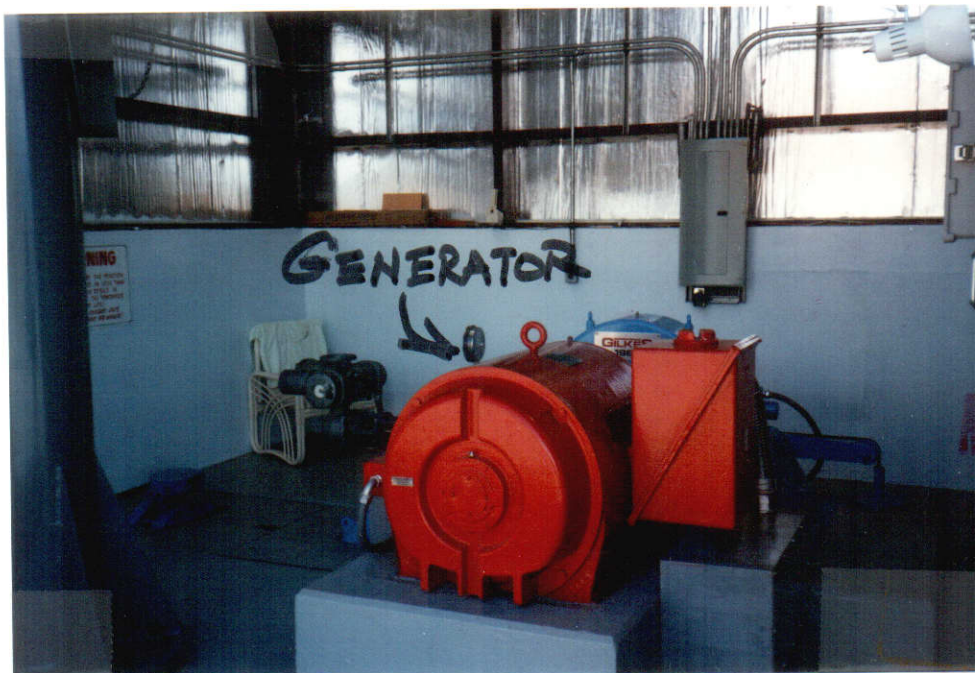
14-7231

John V. Evans
Governor

A. Kenneth Dunn
Director

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

TURBINE



RECEIVED

FEB 09 1989



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EASTERN REGION

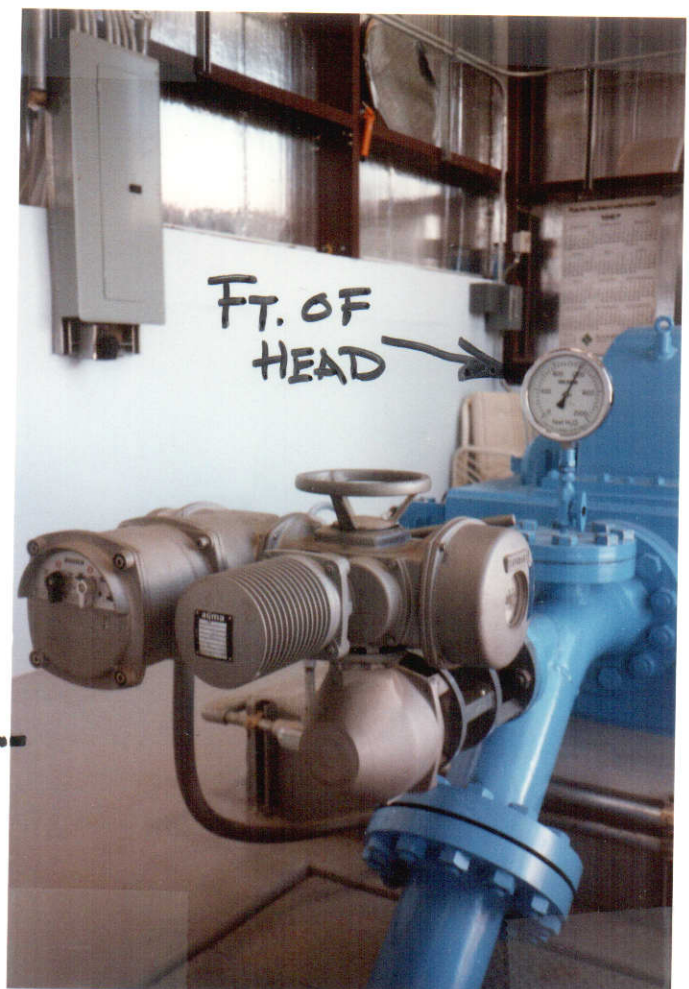
John V. Evans
Governor

A. Kenneth Dunn
Director

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



CONTROL
PANEL.



FT. OF
HEAD

FLOW
CONTROLS

MICROFILMED

FEB 05 1989

74-7231

INTAKE



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

HEADGATES



SCREEN
To pipeline



TO:
NATURAL
CHANNEL

PIPELINE
INTAKE

ARCHIVED
FILMED

FEB 15 1989

74-7231

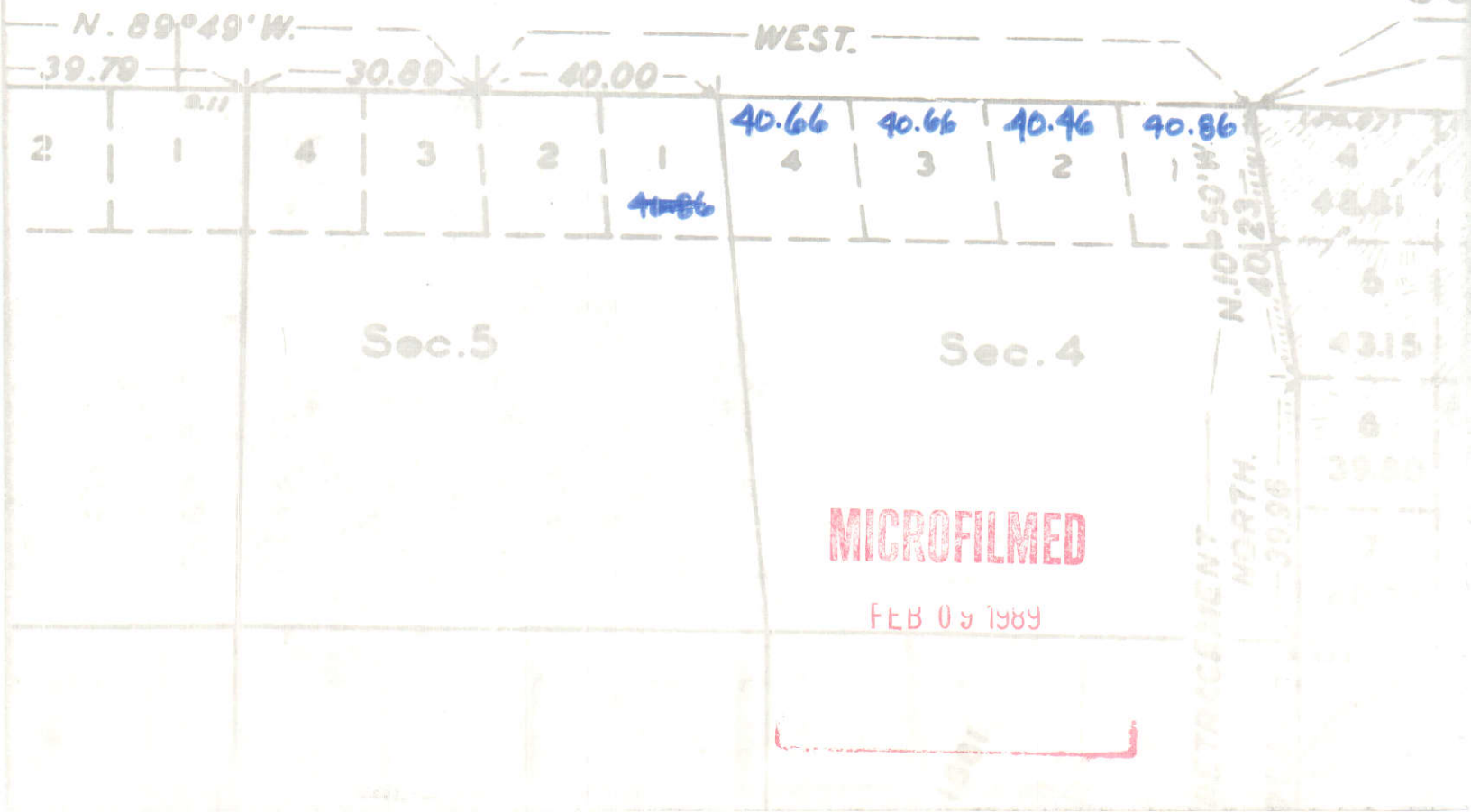
74-7231

20 NORTH, RANGE N 24 E

Sec 32

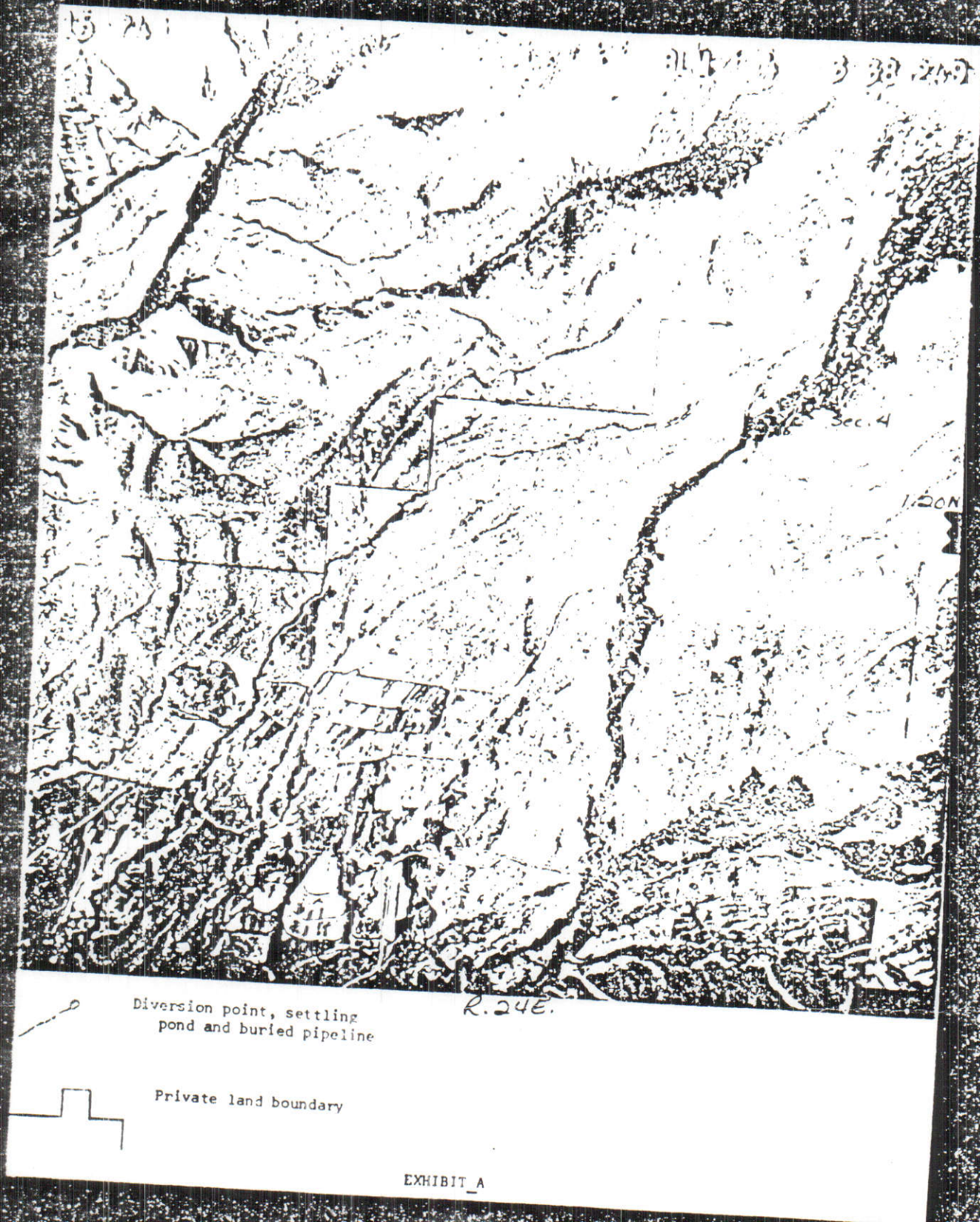
Sec 33

Sec



this grant.

4. There is reserved to the authorized officer, the right to erect, maintain, rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.



MICROFILMED

FEB 09 1989

Ranch

Schaffner

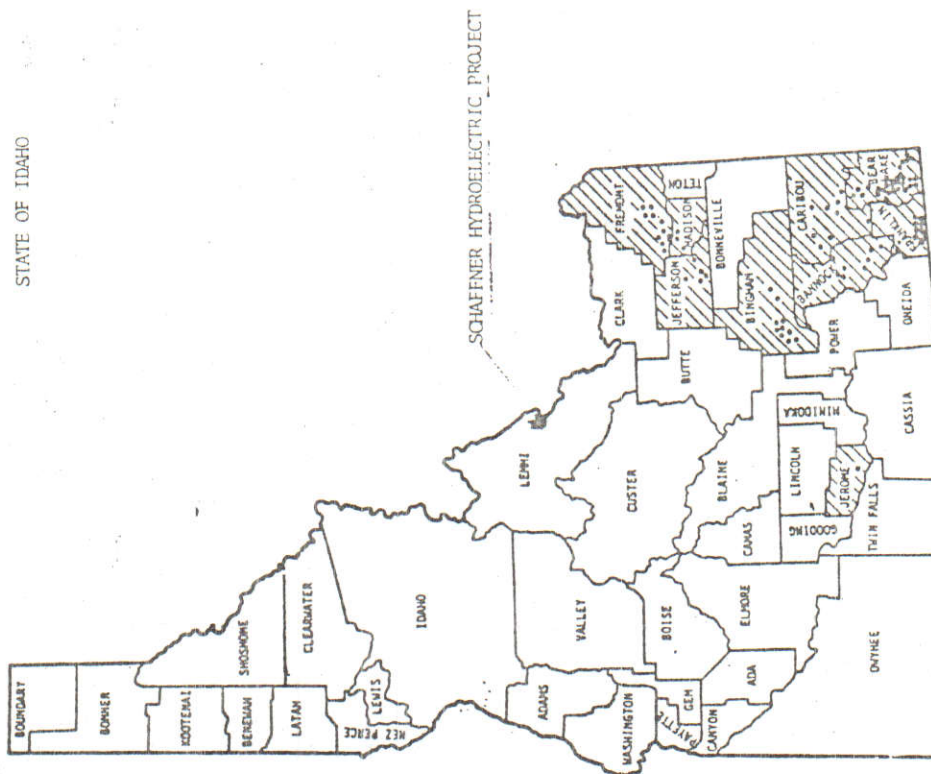
Slope Distance = 6970.74

MICROFILMED

FEB 09 1989

- a. Type of Application: Small Conduit Exemption
- b. Project No: 8438-000
- c. Date Filed: July 16, 1984
- d. Applicant: Schaffner Power Company
- e. Name of Project: Schaffner Hydro
- f. Location: Irrigation Conduit on West Fork of Sandy Creek, near the Town of Salmon, in Lemhi County, Idaho
- g. Filed Pursuant to: Section 408 of the Energy Security Act of 1980 (16 U.S.C. §§ 2705 & 2708 as amended)
- h. Contact Person: Mr. Henry E. Schaffner
Schaffner Power Company
Rt. 1 Box 33
Salmon, Idaho 83467
- i. Comment Date: DEC 31 1984
- j. Description of Project: The proposed project would utilize an irrigation conduit that is presently under construction and would consist of a concrete powerhouse containing a single generating unit with a capacity of 250 kw and an average annual generation of 1,750 Mwh.
- k. Purpose of Project: The project power would be sold to Idaho Power Company.
- l. This notice also consists of the following standard paragraphs: A3, A9, B, C and D3b.

STATE OF IDAHO

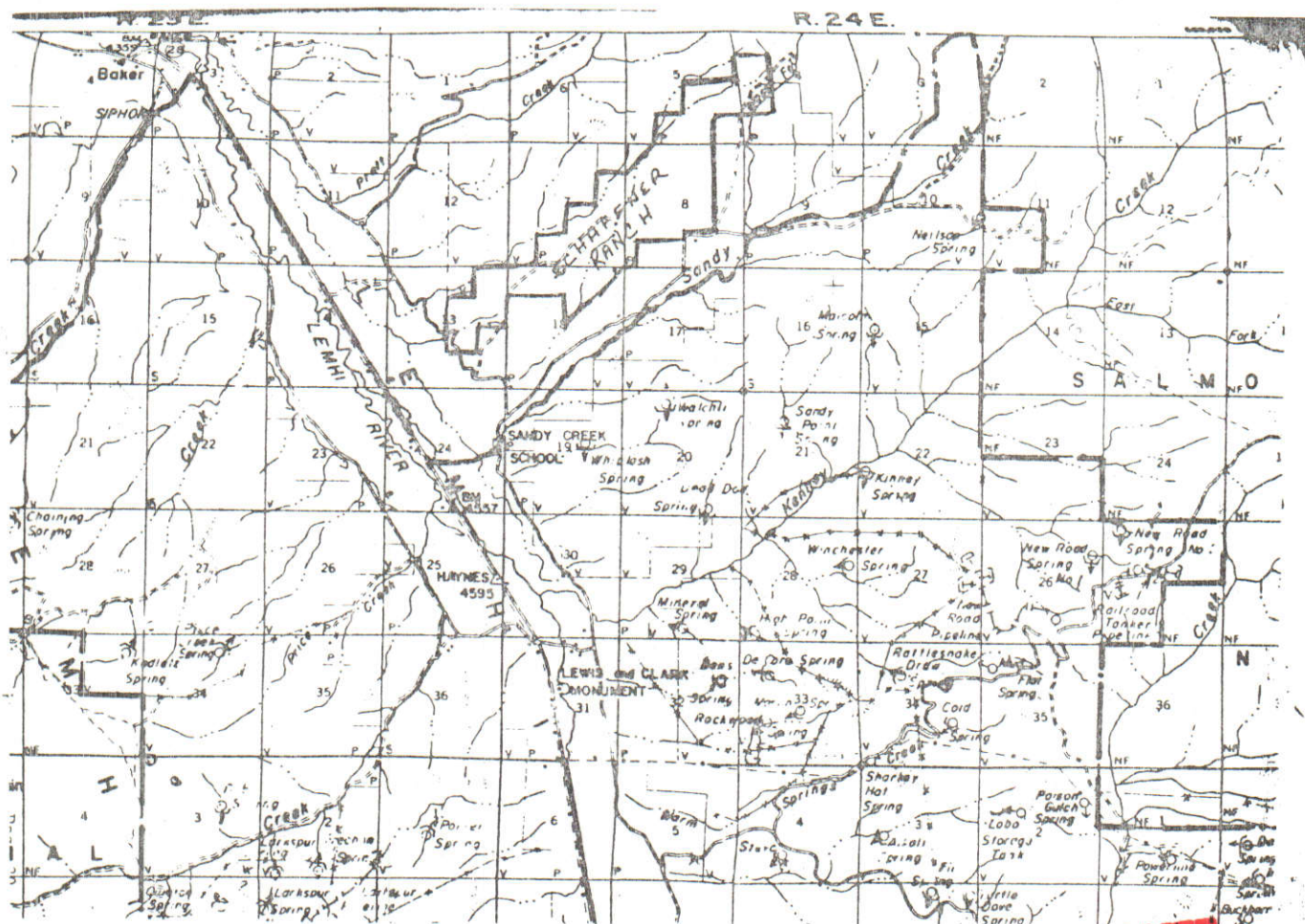


§ 4.94 Standard terms and conditions of exemption.

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.

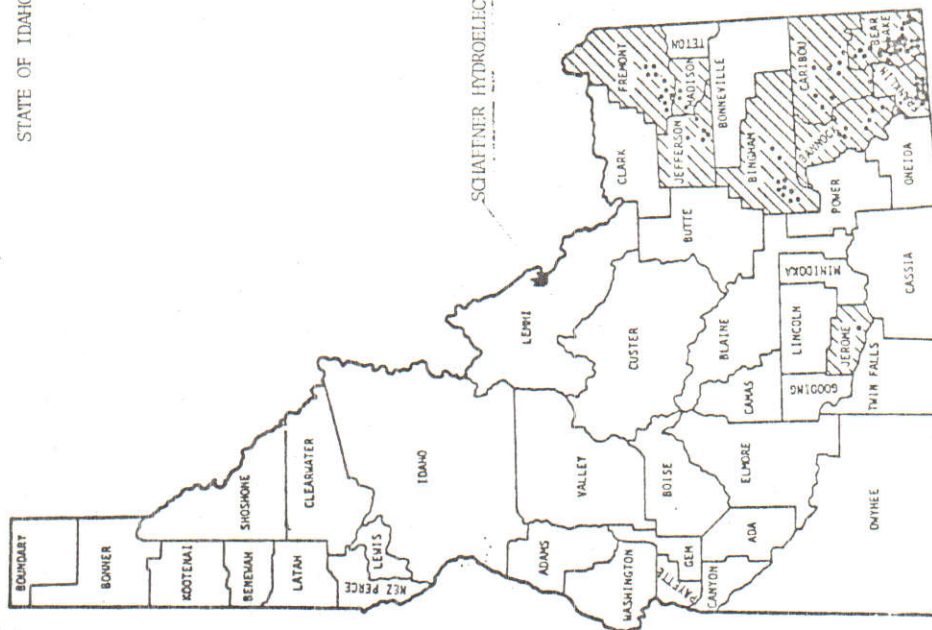
(b) Article 2. The construction, operation, and maintenance of the exempt facility must comply with any terms and conditions that any Federal or State fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the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



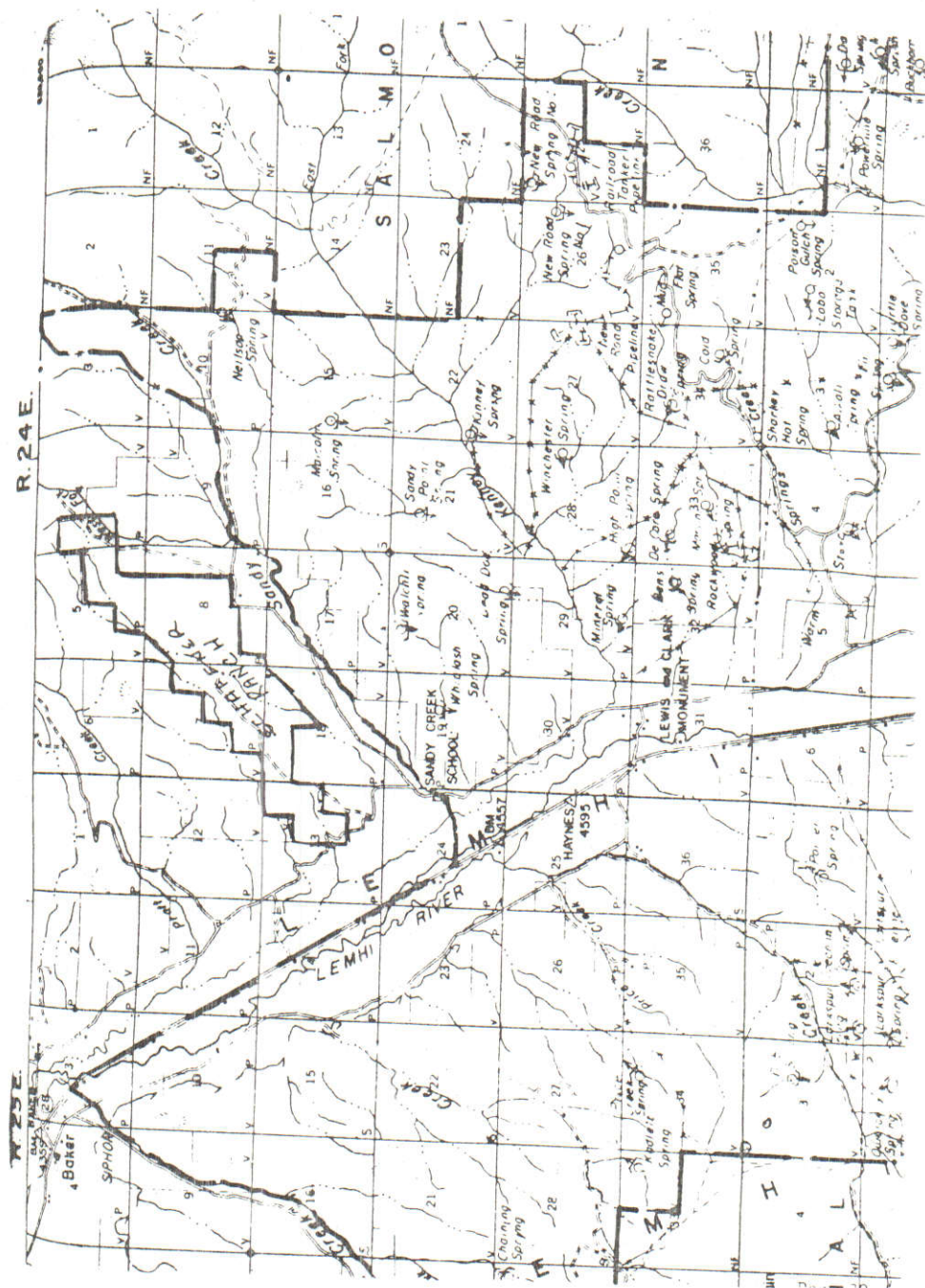
Agency Comments - The U.S. Fish and Wildlife Service, the National Marine Fisheries Service, and the State Fish and Game agency(ies) are requested, for the purposes set forth in Section 30 of the Federal Power Act, to file within 45 days from the date of issuance of this notice appropriate terms and 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



MICROFILMED

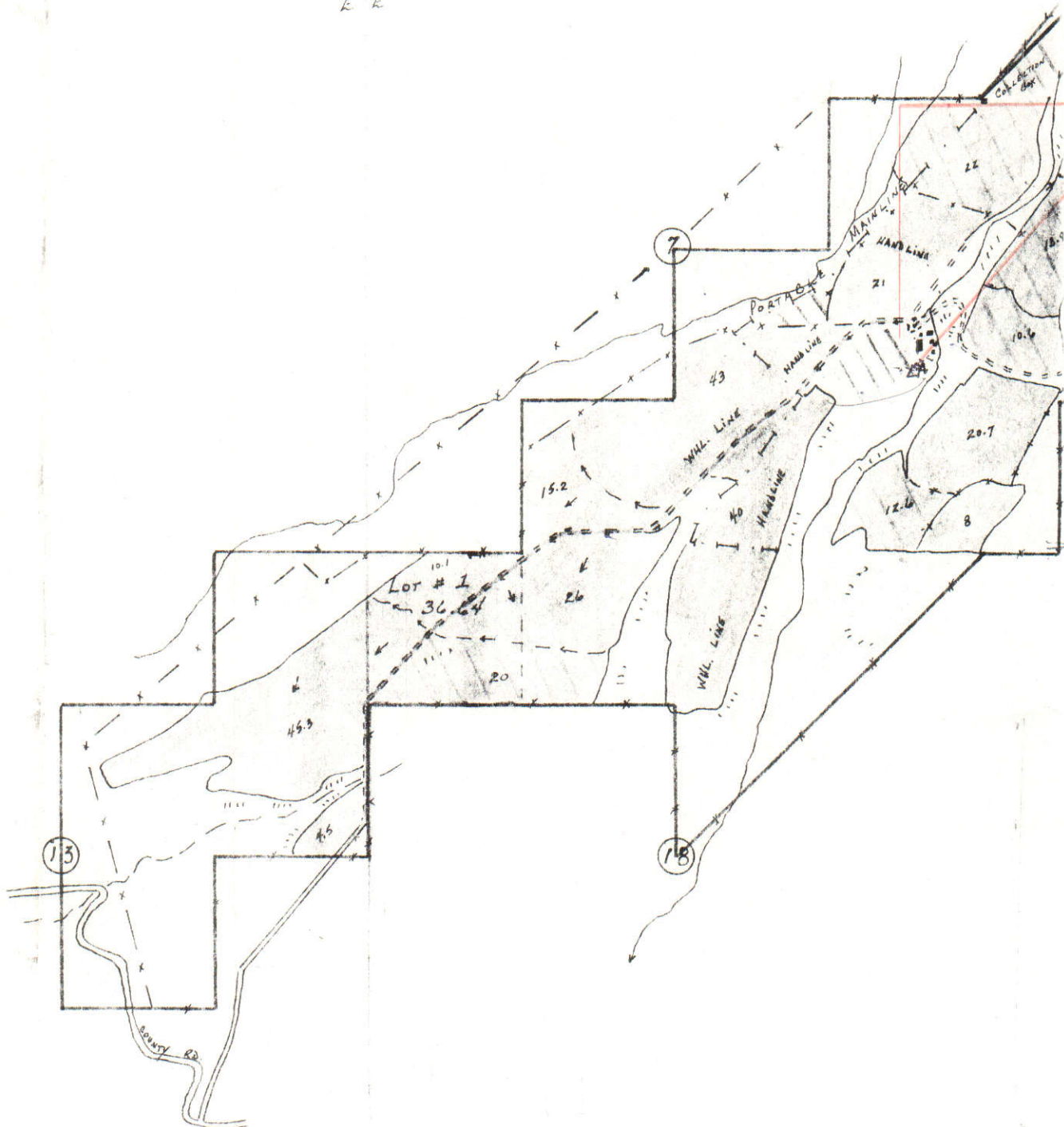


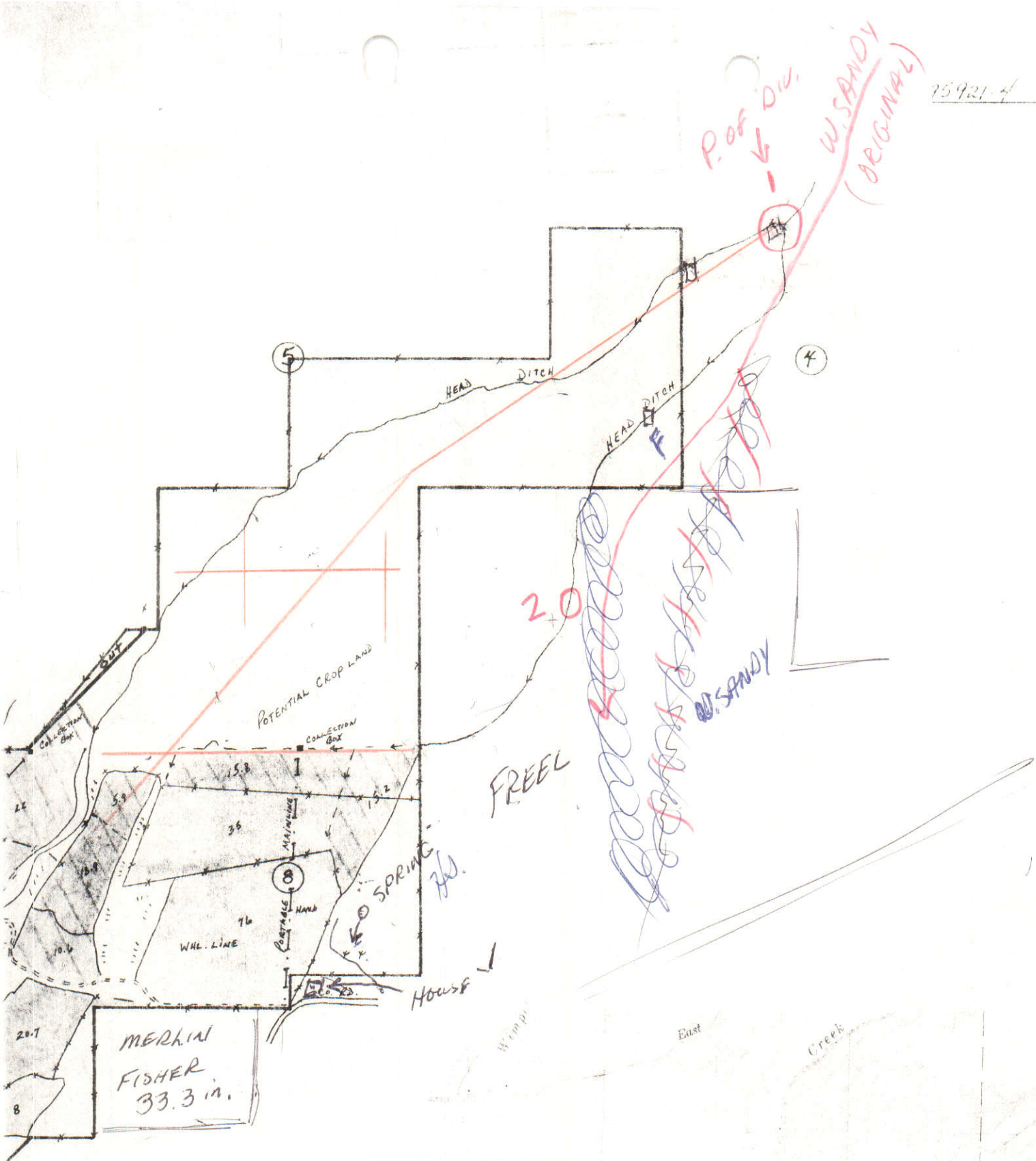
MICROFILMED

TP. 20 N RGE 23 E 24 E	
	LEMHP COUNTY
	ID STATE
SCALE: 1" = 1320	
PLATTED BY CB	VERIFIED BY (signature)

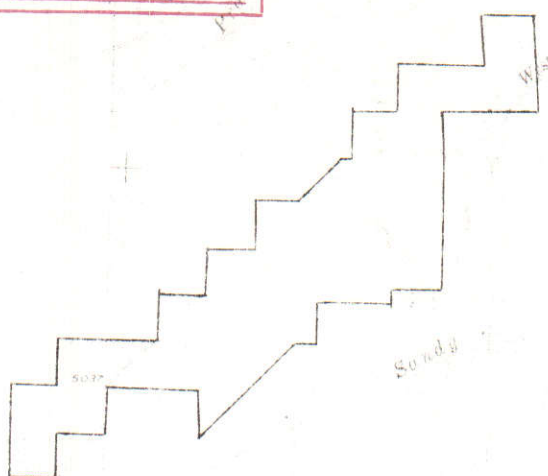
Review
4-12-84
S.H.

R. R.
2 2
3 4
E E





Department of Water Administration
APPLICANT'S
Exhibit #1
Date Admitted 6-22-84 EMC



BEFORE THE FEDERAL ENERGY
REGULATORY COMMISSION
Application for Exemption For
Small Conduit Hydroelectric Facility

SCHAFFNER HYDROELECTRIC PROJECT

July 1, 1984

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

APPLICATION FOR EXEMPTION FROM LICENSING FOR SMALL CONDUIT HYDROELECTRIC
FACILITY WITH A TOTAL INSTALLED GENERATING CAPACITY OF 15 MW OR LESS.

For the

SCHAFFNER HYDROELECTRIC PROJECT

COPY

SUBMITTED BY:

Henry E. and Barbara A. Schaffner
DBA Schaffner Power Company
Rt. 1 Box 33
Salmon, Idaho 83467
Telephone: (208) 756-3976
or 756-3278

July 1, 1984

RECEIVED

RECEIVED

JUL 10 1984

Department of Water Resources
Eastern District Office

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION
APPLICATION FOR EXEMPTION
FOR SMALL CONDUIT HYDROELECTRIC FACILITY

1. Henry E. and Barbara A. Schaffner, DBA Schaffner Power Company, apply to the Federal Energy Regulatory Commission for an exemption for the Schaffner Hydroelectric Project, a small conduit hydroelectric facility that meets the requirements of Subsection 4.91(f) of Subpart J, from certain provisions of Part I of the Federal Power Act.

This hydroelectric facility will be located on land privately owned by the applicants and will utilize the hydroelectric potential of a man-made conduit which was installed for distribution of water for agriculture.

The facility will have an installed capacity of less than 15 megawatts, will be located on non-Federal lands, is not an integral part of a dam, and discharges the water it uses for power production into a conduit directly to a point of agricultural consumption.

2. The location of the facility is:

State of:	Idaho
County of:	Lemhi
Town of:	Salmon

3. The exact name and business address of each applicant are:

Henry E. Schaffner	Barbara A. Schaffner
President	Secretary-Treasurer
Schaffner Power Company	Schaffner Power Company
Rt. 1 Box 33	Rt. 1 Box 33
Salmon, Idaho 83467	Salmon, Idaho 83467

4. Henry E. and Barbara A. Schaffner, husband and wife, are the owners and operators of Schaffner Power Company, and are both citizens of the United States.
5. The provisions of Part I of the Federal Power Act for which exemption is requested are:

Section 30 - Subsections 4.90 through 4.94.

IN WITNESS WHEREOF, we the undersigned hereby apply for an exemption from licensing for our small conduit hydroelectric facility, to be known as SCHAFFNER POWER COMPANY, on this 1st day of July, 1984.

SCHAFFNER POWER COMPANY:

BY:

Henry E. Schaffner
Henry E. Schaffner
President

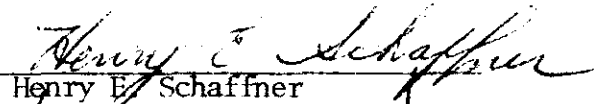
Barbara A. Schaffner
Barbara A. Schaffner
Secretary-Treasurer

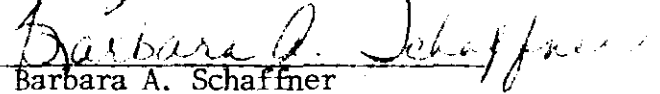
CERTIFICATION

STATE OF IDAHO)
) ss
COUNTY OF LEMHI)

The undersigned, Henry E. and Barbara A. Schaffner, husband and wife, after being first duly sworn, make the following statement:

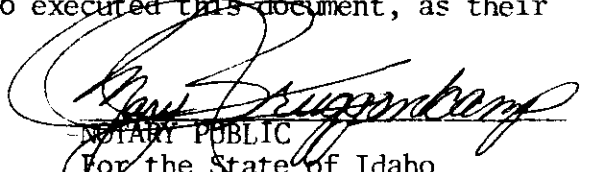
That we are the president and secretary-treasurer of Schaffner Power Company; that we are the only persons authorized to act on behalf of this Company. We have personally prepared all the statements contained in this application and we represent them to be true and correct to the best of our knowledge and belief.


Henry E. Schaffner


Barbara A. Schaffner

On this 2nd day of July, 1984, before me personally appeared Henry E. Schaffner and Barbara A. Schaffner, to me personally known to be the persons described in, and who executed this document, as their own free act and deed.

(Seal)


NOTARY PUBLIC
For the State of Idaho
Residing at Salmon
My Commission Expires 2/15/86

SERVICE LIST

We certify that we have, this 5th day of July, 1984, served a copy of this application for exemption from licensing for our small conduit hydroelectric project on the following Agencies which may have an interest in the proceedure:

Schaffner Power Company

By:

Henry E. Schaffner
Henry E. Schaffner

By:

Barbara A. Schaffner
Barbara A. Schaffner

- | | | | |
|---|---|----|--|
| 1 | Director, U. S. Fish and Wildlife Service
United States Department of the Interior
500 N.E. Multnomah St.
Portland, Oregon 87232 | 9 | Idaho Public Utilities Comm.
Statehouse
Boise, Idaho 83720 |
| 2 | Regional Supervisor - Region 6
Idaho Department of Fish and Game
1515 Lincoln Road
Idaho Falls, Idaho 83401 | 10 | Director, Nat'l Park Service
1920 Westin Bldg.
2001 Sixth Avenue
Seattle, Washington 98121 |
| 3 | Endangered Species Specialist
U. S. Fish and Wildlife Service
Suite 1692
500 N. E. Multnomah St.
Portland, Oregon 97232 | 11 | Area Manager (Lemhi)
Bureau of Land Management
Salmon District Office
PO Box 430
Salmon, Idaho 83467 |
| 4 | Environmental Impact Officer
Environmental Protection Agency
1200 6th Avenue
Seattle, Washington 98101 | 12 | State of Idaho
Dept. of Parks and Recreation
Statehouse
Boise, Idaho 83720 |
| 5 | State of Idaho
Dept. of Health and Welfare
Bureau of Water Quality
Division of the Environment
Statehouse
Boise, Idaho 83720 | | |
| 6 | Mr. Thomas Greene
Idaho Historic Society
610 North Julia Davis Drive
Boise, Idaho 83706 | | |
| 7 | Director, U. S. Army Engineering Dist.
Bldg 602
City-County Airport
Walla Walla, Washington 99362 | | |
| 8 | Idaho Dept. of Water Resources
Eastern Regional Supervisor
150 Shoup - Suite 15
Idaho Falls, Idaho 83402 | | |

CERTIFIED MAIL RECEIPT NUMBERS:

- | | | |
|-----|---------------|--------|
| 1. | P 433 692 472 | 7/5/84 |
| 2. | P 433 692 473 | 7/5/84 |
| 3. | P 433 692 474 | 7/5/84 |
| 4. | P 433 692 475 | 7/5/84 |
| 5. | P 433 692 476 | 7/5/84 |
| 6. | P 433 692 477 | 7/5/84 |
| 7. | P 433 692 478 | 7/5/84 |
| 8. | P 433 692 479 | 7/5/84 |
| 9. | P 433 692 480 | 7/5/84 |
| 10. | P 433 692 481 | 7/5/84 |
| 11. | P 433 692 482 | 7/5/84 |
| 12. | P 433 692 483 | 7/5/84 |

EXHIBIT A:

DESCRIPTION OF FACILITY

The hydroelectric facility herein described will utilize the hydroelectric potential of an irrigation conduit which is presently under construction. The conduit is being built for the purpose of distribution of water for agriculture. The conduit is 11,460 feet in length, and is all buried. The water which supplies this conduit is the water decreed to the applicants' ranch for irrigation. (See Water Rights Exhibit which follows this Description.) The conduit has a natural fall in elevation of 1,223' from the inlet structure to the location of the proposed hydroelectric facility. The mainline is being built to facilitate delivery of the ranch's irrigation water. There are several miles of open ditches which have been used to irrigate in the past. These served to erode the soil, waste irrigation water and enhance the growth of weeds. Since the irrigation system is being converted to buried mainline and sprinklers, water conservation will tremendously increase the productivity of this ranch.

The ranch is a cow/calf operation, with approximately 400 acres presently cultivated in alfalfa hay and barley. This newly designed irrigation system will enable applicants to conserve water, thereby doubling the production of cropland. In the past, the ranch has been short on late-season water, which limits the irrigation capabilities during the second alfalfa crop season.

INLET STRUCTURE: The inlet structure is a small surge pond, which does not serve as a dam or reservoir. It only acts as a filtering system for the water entering the mainline. It is approximately 6' deep and 20' in diameter. An overflow pipe will be installed to carry off excess during run-off in the early Spring. This overflow water will be delivered into a ditch and carried to pastures for irrigation.

CONDUIT: Consists of 11,460 feet of buried steel conduit. The first 6,000 feet (top of ranch) is 16" steel, and the bottom 5460 feet is 12" steel line, all with a minimum wall of .21".

HYDROELECTRIC FACILITY: Will consist of a 15" Pelton Wheel coupled to a 250KW generator, along with the necessary equipment and switching devices to transmit power into Idaho Power lines. No provisions are being made for expansion or additional units. Applicants propose to sell all the power produced with this facility to Idaho Power, and to buy back their power via the present electric system, as it is not practical to wire the whole farmstead over to utilize our own power.

After measuring the irrigation water for several years, it is estimated that the average flow through the plant (based on seasonal fluctuations in the West Fork of Sandy Creek) will be 3.3CFS, which will deliver 1485GPM. The hydraulic capacity of the plant will be 5.0CFS. Annual average generation in kilowatt hours will be approximately 1,750,000. The plant will operate with automatic shutdown and manual restart features. The power will be delivered continuously and the plant will not be used for peaking.

During irrigation cycles, water will be diverted approximately 6,000' down the mainline conduit for delivery to irrigated pastures and hay fields above the generating facility. Average flow of the conduit to that point will be approximately 250MI or 5CFS; average flow through the bottom 5,460' of the conduit is estimated to be 165MI or 3.3 CFS, which will all be delivered to the generator and then returned to conduit for delivery to agricultural points below that station.

FOLLOWING DISCHARGE: Water leaving the generator will be returned to conduit and delivered to the same irrigated fields it has been delivered to in the past. Irrigated ground consists of approximately 400 acres which are seeded to alfalfa hay, barley and natural irrigated grasses.

During the winter months, when irrigation is impossible, the water leaving the generator will be delivered via this conduit back into the existing ditch which will take it back along its natural course to the Main Fork of Sandy Creek.

POWERLINES: Idaho Power lines presently run to the ranch home. This location is approximately 300-350 feet Northwest of the generating station. Although no 3-phase line presently is carried on these existing poles, the engineering indicates that it could be. Idaho Power has told the applicants they will not inspect the site and make this determination until the necessary Request for Interconnection has been completed. This cannot be submitted until FERC exemption becomes available. Should Idaho Power determine they wish to use the existing nearest 3-phase power line, this will involve approximately one mile of new line. Please refer to Footnotes regarding Transmission Lines.

CONSTRUCTION SCHEDULE: See Technical Data which follows.

Description, Continued...

This hydroelectric facility will be built as soon as the FERC exemption, and the necessary permit from Idaho Department of Water Resources, along with the Idaho Power Contract, become available. It is estimated this will take six months from this date.

NOTE: Please refer to the drawings (Exhibit G) for further detail on power house and related structures.

Ranchers Irrigation, Inc.

150 MAIN STREET
GOODING, IDAHO 83330
208-934-4409

June 20, 1984

Henry Schaffner
Route 1 Box 33
Salmon, Idaho 83367

Dear Henry:

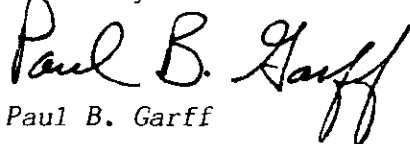
Based on the emperical data supplied by Johnston and Couch Land Surveyors of Salmon, Idaho, we are able to determine electrical energy capacity of your hydro-electric plant as follows:

AVAILABLE WATER			TOTAL HEAD	FRICTION LOSS IN FEET		NET HEAD	KW
INCHES	GPM	CFS		6000' x 16"	5500' x 12 3/4"		
100	900	2	1223'	-0	-13'	1210'	143
150	1350	3	1223'	-9'	-28'	1186'	210
200	1800	4	1223'	-15'	-47'	1165'	276
250	2250	5	1223'	-23'	-72'	1128'	334
300	2700	6	1223'	-36'	-105'	1082'	384

We will supply an 350 HP, i.e., 260 KW, induction generator for your project to handle 200 inches of water. If an additional 100 KW is wanted at a later date, it can be added to the installation without having to change the turbine. The impulse turbine to be used on this project is capable of handling 5500 GPM which is more than twice the amount shown on the above table.

We have been very careful in our design of this project and hereby guarantee the performance according to the above table in that we will replace any defective equipment and/or correct any defective workmanship at our expense in order to bring the plant up to the performance specified in the above table. Enclosed are the engineering charts used in determining the performance criteria.

Sincerely,


Paul B. Garff

PBG:plg

Enclosures

Ranchers Irrigation, Inc.

150 MAIN STREET
GOODING, IDAHO 83330
208-934-4409

*Some specifications have been
been changed since this original
project description.*

February 15, 1984

Mr. Henry Schaffner
Route #1 Box 33
Salmon, ID 83367

Dear Henry:

After carefully examining the topographical maps of your ranch and spending time with you on your ranch, I submit the following descriptive summary of the project:

The Henry and Barbara Schaffner hydro-electric project is located southwest of Salmon, Idaho, along the West Fork of Sandy Creek in Township 20, Range 14 East of the Boise Base Meridian.

Three second feet water (1350 GPM) along with any other available irrigation water will be diverted and piped from an existing irrigation ditch at the northeast corner of the ranch; i.e., northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4. The water will be piped in 14" pipe for a distance of 6800' where the available irrigation water will be diverted to a sprinkler irrigation system. Acreage in Section 8 and some acreage in Section 7 will be irrigated from this point. Three second feet of water will continue in 12" pipe for a distance of 3200' to a power generation station located south of the Schaffner house in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8. After the water is discharged from the power station it will be diverted through a 15" pipe for a distance of 1800' to be sprinkled on acreage in Section 7 and Section 18.

The power plant will contain a 15" Pelton Wheel turbine coupled to a 220 KW generator along with the necessary electrical switching to transmit power into Idaho Power Company lines.

Three second feet of water with a 1000' of usable head will deliver 190 kilowatts of energy. Four second feet of water will deliver 250 kilowatts of energy.

Thank you again for the opportunity to work with you on this project.

Sincerely,

Paul B. Garff

Paul B. Garff

PBG:plg

EXHIBIT A: Technical
Data

Dam:	None
Impoundment:	None
Intake Facility:	Existing surge pond (inlet structure) built in connection with installation of irrigation conduit. Less than 6' deep and 20' in diameter.
Powerhouse:	25x30' approximately Materials: Concrete block
Transmission Lines:	Existing lines run within 300 feet of powerhouse. Idaho Power will not make on-site inspection to determine if the existing line will carry this power out. Existing 3-phase 34.5 kV service of Idaho Power located approximately 1 mile from powerhouse. Idaho Power inspection will not be made until FERC exemption is available.
Conduit:	Approximately 11,500 feet 16" and 12" (.025 wall) welded, buried steel installed as part of ranch irrigation system.
Spillway at Powerhouse:	Material - reinforced concrete. Water leaving powerhouse will be returned to conduit for delivery directly to points of agriculture.
Generating Unit:	350HP, 260kW generator (induction) General Electric or equivalent 15" Pelton Wheel, variable nozzling
Turbine:	Impulse turbine, Ossberger or equivalent Capacity 5500 GPM
Power plant operation:	Run-of-stream (conduit).
Estimations of annual generation:	1,750,000 kWh
Hydraulic capacity of turbine:	5500 GPM
Planned date for start of construction of Facility:	11/1/84.
Planned date for completion:	5/1/85.

FOOTNOTES TO DESCRIPTION OF PROJECT:

(1) Regarding the Inlet Structure location. This hydroelectric facility, as stated, will be entirely located on applicants privately owned land. Pursuant to Section 31,001 of the Regulations/Preambles in FERC's Applications Proceedings, applicants wish to make the following statement:

The conduit which produces the hydroelectric potential described herein is being built primarily for the delivery of water for agriculture. The BLM has consented to having the applicants run their irrigation conduit across 960 feet of BLM ground to reach their decreed point of diversion for this irrigation water. The conduit and inlet structure proposed to be located on the BLM ground do not constitute a part of this "hydroelectric facility". The constitute, rather, a part of the ranch's irrigation system. The BLM easement is being granted for an irrigation conduit irregardless of the future hydroelectric facility. The decision to bury the conduit was made for several reasons, including asthetic enhancement of the landscape, to protect the conduit from vandalism, and to protect the conduit from freezing and weather hazards.

(2) Regarding transmission lines. The applicants have contacted Idaho Power Company regarding the existing transmission lines to be associated with this hydroelectric facility. Pursuant to the Regulations/Preambles in FERC's Applications Proceedings at Section 31,001, these transmission lines are not considered part of this "hydroelectric facility". Idaho Power's representatives have told the applicants that they will not make an inspection of the existing poles which run directly to the ranch home (350 feet m/1) from the proposed powerhouse, until the FERC exemption for this project becomes available. Indications are, however, that the existing lines will serve to carry the 3-phase power from this facility. If Idaho Power determines that the lines are not sufficient for this purpose, the nearest 3-phase poles are located approximately one mile from the ranch home. This line would be extended that distance to reach the facility if necessary. Idaho Power will not make this determination at the present time.

(c) DAW DIVERSION: There is no dam, reservoir or impoundment associated with this facility. The "hydroelectric facility" will be built into an existing irrigation conduit. All other construction (inlet structure, conduit, etc) will have been completed prior to the construction of this generating station. The conduit will be built irregardless of the hydroelectric facility. The inlet structure described in this exemption application is simply a small surge pond which serves to filter water entering the pipeline.

AVERAGE SEASONAL FLOW OF CONDUIT

January	80 inches
February	80 inches
March	100 inches
April	200 inches
May	225 inches
June	225 inches
July	225 inches
August	200 inches
September	200 inches
October	150 inches
November	100 inches
December	100 inches

Average flow through generator is based on 4 years measuring and observation of the stream flow of West Sandy Creek. Applicants project the annual average flow to be 160-165 MI through the conduit.

Chart 4. THEORETICAL DISCHARGE OF NOZZLES IN U.S. GALLONS PER MINUTE AT VARIOUS HEADS AND PRESSURES
 Nozzle Sizes: 1/16" through 1 1/2"

Head in Feet	1/16"	1/8"	3/16"	1/4"	3/8"	1/2"	5/8"	3/4"	1"	1 1/8"	1 1/4"	1 1/2"	1 3/4"	2"	2 1/2"	3"	3 1/2"	4"	4 1/2"	5"	6"	7"	8"	9"	10"	11"	12"
20	0.7	0.34	1.37	3.09	5.49	12.4	22.0	34.3	49.4	67.3	87.8	110.2	134.0	158.0	182.0	206.0	230.0	254.0	278.0	302.0	326.0	350.0	374.0	398.0	422.0	446.0	
30	0.9	0.4	1.6	3.6	6.4	15.0	27.0	42.0	60.0	81.0	105.0	130.0	156.0	182.0	208.0	234.0	260.0	286.0	312.0	338.0	364.0	390.0	416.0	442.0	468.0	494.0	
40	1.1	0.5	1.9	4.2	7.6	18.0	32.0	49.0	69.0	92.0	118.0	145.0	173.0	201.0	229.0	257.0	285.0	313.0	341.0	369.0	397.0	425.0	453.0	481.0	509.0	537.0	
50	1.3	0.6	2.2	4.9	8.8	21.0	37.0	56.0	78.0	103.0	131.0	160.0	190.0	220.0	250.0	280.0	310.0	340.0	370.0	400.0	430.0	460.0	490.0	520.0	550.0	580.0	
60	1.5	0.7	2.5	5.5	9.9	24.0	42.0	63.0	87.0	114.0	143.0	174.0	206.0	238.0	270.0	302.0	334.0	366.0	398.0	430.0	462.0	494.0	526.0	558.0	590.0	622.0	
70	1.7	0.8	2.8	6.2	11.1	27.0	47.0	70.0	96.0	125.0	156.0	188.0	221.0	254.0	287.0	320.0	353.0	386.0	419.0	452.0	485.0	518.0	551.0	584.0	617.0	650.0	
80	1.9	0.9	3.1	6.9	12.4	30.0	52.0	77.0	105.0	136.0	169.0	203.0	237.0	271.0	305.0	339.0	373.0	407.0	441.0	475.0	509.0	543.0	577.0	611.0	645.0	679.0	
90	2.1	1.0	3.4	7.6	13.7	33.0	57.0	84.0	114.0	147.0	182.0	217.0	252.0	287.0	322.0	357.0	392.0	427.0	462.0	497.0	532.0	567.0	602.0	637.0	672.0	707.0	
100	2.3	1.1	3.7	8.4	15.0	36.0	62.0	91.0	123.0	158.0	194.0	230.0	266.0	302.0	338.0	374.0	410.0	446.0	482.0	518.0	554.0	590.0	626.0	662.0	698.0	734.0	
110	2.5	1.2	4.0	9.2	16.3	39.0	67.0	99.0	133.0	170.0	208.0	246.0	284.0	322.0	360.0	398.0	436.0	474.0	512.0	550.0	588.0	626.0	664.0	702.0	740.0	778.0	
120	2.7	1.3	4.3	10.0	17.6	42.0	72.0	107.0	143.0	182.0	221.0	260.0	299.0	338.0	377.0	416.0	455.0	494.0	533.0	572.0	611.0	650.0	689.0	728.0	767.0	806.0	
130	2.9	1.4	4.6	10.8	18.9	45.0	78.0	115.0	154.0	195.0	235.0	275.0	315.0	355.0	395.0	435.0	475.0	515.0	555.0	595.0	635.0	675.0	715.0	755.0	795.0	835.0	
140	3.1	1.5	4.9	11.6	20.2	48.0	84.0	125.0	166.0	208.0	249.0	290.0	331.0	372.0	413.0	454.0	495.0	536.0	577.0	618.0	659.0	700.0	741.0	782.0	823.0	864.0	
150	3.3	1.6	5.2	12.4	21.5	51.0	91.0	133.0	176.0	219.0	262.0	305.0	348.0	391.0	434.0	477.0	520.0	563.0	606.0	649.0	692.0	735.0	778.0	821.0	864.0	907.0	
160	3.5	1.7	5.5	13.2	22.8	54.0	98.0	142.0	187.0	232.0	276.0	320.0	364.0	408.0	452.0	496.0	540.0	584.0	628.0	672.0	716.0	760.0	804.0	848.0	892.0	936.0	
170	3.7	1.8	5.8	14.0	24.1	57.0	106.0	152.0	199.0	245.0	290.0	335.0	380.0	425.0	470.0	515.0	560.0	605.0	650.0	695.0	740.0	785.0	830.0	875.0	920.0	965.0	
180	3.9	1.9	6.1	14.8	25.4	60.0	114.0	162.0	211.0	258.0	304.0	349.0	394.0	439.0	484.0	529.0	574.0	619.0	664.0	709.0	754.0	799.0	844.0	889.0	934.0	979.0	
190	4.1	2.0	6.4	15.6	26.7	63.0	122.0	172.0	222.0	270.0	316.0	361.0	406.0	451.0	496.0	541.0	586.0	631.0	676.0	721.0	766.0	811.0	856.0	901.0	946.0	991.0	
200	4.3	2.1	6.7	16.4	28.0	66.0	130.0	182.0	233.0	282.0	328.0	373.0	418.0	463.0	508.0	553.0	598.0	643.0	688.0	733.0	778.0	823.0	868.0	913.0	958.0	1003.0	
210	4.5	2.2	7.0	17.2	29.3	69.0	138.0	192.0	244.0	294.0	340.0	385.0	430.0	475.0	520.0	565.0	610.0	655.0	700.0	745.0	790.0	835.0	880.0	925.0	970.0	1015.0	
220	4.7	2.3	7.3	18.0	30.6	72.0	146.0	202.0	254.0	304.0	350.0	395.0	440.0	485.0	530.0	575.0	620.0	665.0	710.0	755.0	800.0	845.0	890.0	935.0	980.0	1025.0	
230	4.9	2.4	7.6	18.8	31.9	75.0	154.0	212.0	265.0	315.0	361.0	406.0	451.0	496.0	541.0	586.0	631.0	676.0	721.0	766.0	811.0	856.0	901.0	946.0	991.0	1036.0	
240	5.1	2.5	7.9	19.6	33.2	78.0	162.0	222.0	276.0	326.0	372.0	417.0	462.0	507.0	552.0	597.0	642.0	687.0	732.0	777.0	822.0	867.0	912.0	957.0	1002.0	1047.0	
250	5.3	2.6	8.2	20.4	34.5	81.0	170.0	232.0	287.0	337.0	383.0	428.0	473.0	518.0	563.0	608.0	653.0	698.0	743.0	788.0	833.0	878.0	923.0	968.0	1013.0	1058.0	
260	5.5	2.7	8.5	21.2	35.8	84.0	178.0	242.0	297.0	347.0	393.0	438.0	483.0	528.0	573.0	618.0	663.0	708.0	753.0	798.0	843.0	888.0	933.0	978.0	1023.0	1068.0	
270	5.7	2.8	8.8	22.0	37.1	87.0	186.0	252.0	307.0	357.0	403.0	448.0	493.0	538.0	583.0	628.0	673.0	718.0	763.0	808.0	853.0	898.0	943.0	988.0	1033.0	1078.0	
280	5.9	2.9	9.1	22.8	38.4	90.0	194.0	262.0	317.0	367.0	413.0	458.0	503.0	548.0	593.0	638.0	683.0	728.0	773.0	818.0	863.0	908.0	953.0	998.0	1043.0	1088.0	
290	6.1	3.0	9.4	23.6	39.7	93.0	202.0	272.0	327.0	377.0	423.0	468.0	513.0	558.0	603.0	648.0	693.0	738.0	783.0	828.0	873.0	918.0	963.0	1008.0	1053.0	1098.0	
300	6.3	3.1	9.7	24.4	41.0	96.0	210.0	282.0	337.0	387.0	433.0	478.0	523.0	568.0	613.0	658.0	703.0	748.0	793.0	838.0	883.0	928.0	973.0	1018.0	1063.0	1108.0	
310	6.5	3.2	10.0	25.2	42.3	99.0	218.0	292.0	347.0	397.0	443.0	488.0	533.0	578.0	623.0	668.0	713.0	758.0	803.0	848.0	893.0	938.0	983.0	1028.0	1073.0	1118.0	
320	6.7	3.3	10.3	26.0	43.6	102.0	226.0	302.0	357.0	407.0	453.0	498.0	543.0	588.0	633.0	678.0	723.0	768.0	813.0	858.0	903.0	948.0	993.0	1038.0	1083.0	1128.0	
330	6.9	3.4	10.6	26.8	44.9	105.0	234.0	312.0	367.0	417.0	463.0	508.0	553.0	598.0	643.0	688.0	733.0	778.0	823.0	868.0	913.0	958.0	1003.0	1048.0	1093.0	1138.0	
340	7.1	3.5	10.9	27.6	46.2	108.0	242.0	322.0	377.0	427.0	473.0	518.0	563.0	608.0	653.0	698.0	743.0	788.0	833.0	878.0	923.0	968.0	1013.0	1058.0	1103.0	1148.0	
350	7.3	3.6	11.2	28.4	47.5	111.0	250.0	332.0	387.0	437.0	483.0	528.0	573.0	618.0	663.0	708.0	753.0	798.0	843.0	888.0	933.0	978.0	1023.0	1068.0	1113.0	1158.0	
360	7.5	3.7	11.5	29.2	48.8	114.0	258.0	342.0	397.0	447.0	493.0	538.0	583.0	628.0	673.0	718.0	763.0	808.0	853.0	898.0	943.0	988.0	1033.0	1078.0	1123.0	1168.0	
370	7.7	3.8	11.8	30.0	50.1	117.0	266.0	352.0	407.0	457.0	503.0	548.0	593.0	638.0	683.0	728.0	773.0	818.0	863.0	908.0	953.0	998.0	1043.0	1088.0	1133.0	1178.0	
380	7.9	3.9	12.1	30.8	51.4	120.0	274.0	362.0	417.0	467.0	513.0	558.0	603.0	648.0	693.0	738.0	783.0	828.0	873.0	918.0	963.0	1008.0	1053.0	1098.0	1143.0	1188.0	
390	8.1	4.0	12.4	31.6	52.7	123.0	282.0	372.0	427.0	477.0	523.0	568.0	613.0	658.0	703.0	748.0	793.0	838.0	883.0	928.0	973.0	1018.0	1063.0	1108.0	1153.0	1198.0	
400	8.3	4.1	12.7	32.4	54.0	126.0	290.0	382.0	437.0	487.0	533.0	578.0	623.0	668.0	713.0	758.0	803.0	848.0	893.0	938.0	983.0	1028.0	1073.0	1118.0	1163.0	1208.0	
410	8.5	4.2	13.0	33.2	55.3	129.0	300.0	392.0	447.0	497.0	543.0	588.0	633.0	678.0	723.0	768.0	813.0	858.0	903.0	948.0	993.0	1038.0	1083.0	1128.0	1173.0	1218.0	
420	8.7	4.3	13.3	34.0	56.6	132.0	308.0	402.0	457.0	507.0	553.0	598.0	643.0	688.0	733.0	778.0	823.0	868.0	913.0	958.0	1003.0	1048.0	1093.0	1138.0	1183.0	1228.0	
430	8.9	4.4	13.6	34.8	57.9	135.0	316.0	412.0	467.0	517.0	563.0	608.0	653.0	698.0	743.0	788.0	833.0	878.0	923.0	968.0	1013.0	1058.0	1103.0	1148.0	1193.0	1238.0	
440	9.1	4.5	13.9	35.6	59.2	138.0	324.0	422.0	477.0	527.0	573.0	618.0	663.0	708.0	753.0	798.0	843.0	888.0	933.0	978.0	1023.0	1068.0	1113.0	1158.0	1203.0	1248.0	
450	9.3	4.6	14.2	36.4	60.5	141.0	332.0	432.0	487.0	537.0	583.0	628.0	673.0	718.0	763.0	808.0	853.0	898.0	943.0	988.0	1033.0	1078.0	1123.0	1168.0	1213.0	1258.0	
460	9.5	4.7	14.5	37.2	61.8	144.0	340.0	442.0	497.0	547.0	593.0	638.0	683.0	728.0	773.0	818.0	863.0	908.0	953.0	998.0	1043.0	1088.0	1133.0	1178.0	1223.0	1268.0	
470	9.7	4.8	14.8																								

Chart 2. FULL LOAD SPEED OF PELTON WHEEL TURBINES IN RPM
 Various Sizes of Pitch Diameter, 4 1/2" Through 10'

EFF HEAD		Pelton Wheel Pitch Diameter																
PSI	(ft)	4.5"	6"	9"	12"	15"	18"	24"	30"	36"	42"	48"	60"	72"	84"	96"	108"	120"
10	23.1	923	692	462	346	277	231	173	138	115	99	87	69	58	49	43	38	35
15	34.6	1131	848	565	424	339	283	212	170	141	121	106	85	71	61	53	47	42
20	46.2	1306	979	655	490	392	326	245	196	163	140	122	98	82	70	61	54	49
25	57.7	1460	1095	730	547	438	365	274	219	182	156	137	109	91	78	68	61	55
30	69.3	1599	1199	799	600	480	400	300	240	200	171	150	120	100	86	75	67	60
35	80.8	1727	1295	864	648	518	432	324	259	216	185	162	130	108	93	81	72	65
40	92.4	1846	1385	923	692	554	462	346	277	231	198	173	138	115	99	87	77	69
45	103.9	1958	1469	979	734	587	490	367	294	245	210	184	147	122	105	92	82	73
50	115.5	2064	1548	1032	774	619	516	387	310	258	221	194	155	129	111	97	86	77
55	127.0	2165	1624	1082	812	649	541	406	325	271	232	203	162	135	116	101	90	81
60	138.6	2261	1696	1131	848	678	565	424	339	283	242	212	170	141	121	106	94	85
65	150.1	2354	1765	1177	883	706	588	441	353	294	252	221	177	147	126	110	98	88
70	161.7	2442	1832	1221	916	733	611	458	366	305	262	229	183	153	131	114	102	92
75	173.2	2528	1896	1264	948	758	632	474	379	316	271	237	190	158	135	119	105	95
80	184.8	2611	1958	1306	979	783	653	490	392	326	280	245	196	163	140	122	109	98
85	196.3	2691	2019	1346	1009	807	673	505	404	336	288	252	202	168	144	126	112	101
90	207.9	2769	2077	1385	1039	831	692	519	415	346	297	260	208	173	148	130	115	104
95	219.4	2845	2134	1423	1067	854	711	533	427	356	305	267	213	178	152	133	119	107
100	230.9	2919	2189	1460	1095	876	730	547	438	365	313	274	219	182	156	137	122	109
105	242.5	2991	2243	1496	1122	897	748	561	449	374	320	280	224	187	160	140	125	112
110	254.0	3062	2296	1531	1148	919	765	574	459	383	328	287	230	191	164	144	128	115
115	265.6	3131	2348	1565	1174	939	783	587	470	391	335	293	235	196	168	147	130	117
120	277.1	3198	2398	1599	1199	959	799	600	480	400	343	300	240	200	171	150	133	120
125	288.7	3264	2448	1632	1224	979	816	612	490	408	350	306	245	204	175	153	136	122
130	300.2	3328	2496	1664	1248	999	832	624	499	416	357	312	250	208	178	156	139	125
135	311.8	3392	2544	1696	1272	1018	848	636	509	424	363	318	254	212	182	159	141	127
140	323.3	3454	2591	1727	1295	1036	864	648	518	432	370	324	259	216	185	162	144	130
145	334.9	3515	2636	1758	1318	1055	879	659	527	439	377	330	264	220	188	165	146	132
150	346.4	3575	2681	1788	1341	1073	894	670	536	447	383	335	268	223	192	168	149	134
173	400.0	3842	2881	1921	1441	1153	960	720	576	480	412	360	288	240	206	180	160	144
195	450.0	4075	3056	2037	1528	1222	1019	764	611	509	437	382	306	255	218	191	170	153
217	500.0	4295	3221	2148	1611	1289	1074	805	644	537	460	403	322	268	230	201	179	161
238	550.0	4505	3379	2252	1689	1351	1126	845	676	563	483	422	338	282	241	211	188	169
260	600.0	4705	3529	2353	1764	1412	1176	882	706	588	504	441	353	294	252	221	196	176
281	650.0	4897	3673	2449	1837	1469	1224	918	735	612	525	458	367	306	262	230	204	184
303	700.0	5082	3812	2541	1906	1525	1271	953	762	635	545	476	381	318	272	238	212	191
325	750.0	5261	3946	2630	1973	1578	1315	986	789	658	564	493	395	329	282	247	219	197
346	800.0	5433	4075	2717	2037	1630	1358	1019	815	679	582	509	407	340	291	255	226	204
368	850.0	5600	4200	2800	2100	1680	1400	1050	840	700	600	525	420	350	300	263	235	210
390	900.0	5763	4322	2881	2161	1729	1441	1081	864	720	617	540	432	360	309	270	240	216
411	950.0	5921	4441	2960	2220	1776	1480	1110	888	740	634	555	444	370	317	278	247	222
433	1000.0	6075	4556	3037	2278	1822	1519	1139	911	759	651	569	456	380	325	285	253	228
455	1050.0	6225	4668	3112	2334	1867	1556	1167	934	778	667	584	467	389	333	292	259	233
476	1100.0	6371	4778	3185	2389	1911	1593	1195	956	796	683	597	478	398	341	299	265	239
498	1150.0	6514	4886	3257	2443	1954	1629	1221	977	814	698	611	489	407	349	305	271	244
520	1200.0	6654	4991	3327	2495	1996	1664	1248	998	832	713	624	499	416	356	312	277	250
563	1300.0	6926	5195	3463	2597	2078	1732	1299	1039	866	742	649	519	433	371	325	289	260
606	1400.0	7187	5391	3594	2695	2156	1797	1348	1078	898	770	674	539	449	385	337	299	270
650	1500.0	7440	5580	3720	2790	2232	1860	1395	1116	930	797	697	558	465	399	349	310	279
693	1600.0	7684	5767	3842	2881	2305	1921	1441	1153	950	827	720	576	480	412	360	320	288

Chart 3. NOMINAL OPERATING CHARACTERISTICS OF VARIOUS TURBINE WHEELS
Standard Hydraulic Turbine or Pelton Wheel Using One Nozzle

PSI	EFF HEAD (ft)	4.5" Turbine With One 3/4" Nozzle			6" Turbine With One 1" Nozzle			9" Turbine With One 1 5/8" Nozzle			12" Turbine With One 2" Nozzle			18" Turbine With One 3 1/2" Nozzle			36" Turbine With One 7" Nozzle		
		HP	GPM	RPM	HP	GPM	RPM	HP	GPM	RPM	HP	GPM	RPM	HP	GPM	RPM	HP	GPM	RPM
10	23.1	0.3	53	923	0.6	94	692	1.5	249	462	2.2	378	546	6.7	1156	231	27.0	4625	115
15	34.6	0.6	65	1131	1.0	116	848	2.7	305	565	4.0	462	424	12.4	1416	283	49.5	5665	141
20	46.2	0.9	75	1306	1.6	133	979	4.1	353	653	6.2	534	490	19.1	1635	326	76.3	6541	163
25	57.7	1.2	84	1460	2.2	149	1095	5.7	394	730	8.7	597	547	26.6	1828	365	106.6	7313	182
30	69.3	1.6	92	1599	2.9	163	1199	7.6	432	799	11.4	654	600	35.0	2003	400	140.1	8011	200
35	80.8	2.0	99	1727	3.6	177	1295	9.5	466	864	14.4	706	648	44.1	2163	432	176.6	8653	216
40	92.4	2.5	106	1846	4.4	189	1385	11.6	499	923	17.6	755	692	53.9	2313	462	215.7	9251	231
45	103.9	3.0	113	1958	5.3	200	1469	13.9	529	979	21.0	801	734	64.3	2453	490	257.4	9812	245
50	115.5	3.5	119	2064	6.2	211	1548	16.2	557	1032	24.6	844	774	75.4	2586	516	301.5	10343	258
55	127.0	4.0	125	2165	7.1	221	1624	18.7	585	1082	28.4	885	812	87.0	2712	541	347.8	10847	271
60	138.6	4.5	130	2261	8.1	231	1696	21.4	611	1131	32.4	925	848	99.1	2832	565	396.3	11330	283
65	150.1	5.1	135	2354	9.1	241	1765	24.1	635	1177	36.5	963	883	111.7	2948	588	446.8	11792	294
70	161.7	5.7	140	2442	10.2	250	1832	26.9	659	1221	40.8	999	916	124.8	3059	611	499.4	12237	305
75	173.2	6.4	145	2528	11.3	259	1896	29.8	683	1264	45.2	1034	948	138.5	3167	632	553.8	12667	316
80	184.8	7.0	150	2611	12.5	267	1958	32.9	705	1306	49.8	1068	979	152.5	3271	653	610.1	13082	326
85	196.3	7.7	155	2691	13.6	275	2019	36.0	727	1346	54.5	1101	1009	167.1	3371	673	668.2	13485	336
90	207.9	8.4	159	2769	14.9	283	2077	39.2	748	1385	59.4	1133	1039	182.0	3469	692	728.0	13876	346
95	219.4	9.1	164	2845	16.1	291	2134	42.5	768	1423	64.5	1164	1067	197.4	3564	711	789.5	14256	356
100	230.9	9.8	168	2919	17.4	299	2189	46.0	788	1460	69.6	1194	1095	213.2	3657	730	852.7	14627	365
105	242.5	10.5	172	2991	18.7	306	2243	49.4	808	1496	74.9	1223	1122	229.4	3747	748	917.4	14988	374
110	254.0	11.3	176	3062	20.1	313	2296	53.0	827	1531	80.3	1252	1148	245.9	3835	765	983.7	15340	383
115	265.6	12.1	180	3131	21.5	320	2348	56.7	845	1565	85.8	1280	1174	262.9	3921	783	1051.6	15685	391
120	277.1	12.9	184	3198	22.9	327	2398	60.4	863	1599	91.5	1308	1199	280.2	4006	799	1120.9	16023	400
125	288.7	13.7	188	3264	24.3	334	2448	64.2	881	1632	97.3	1335	1224	297.9	4088	816	1191.7	16353	408
130	300.2	14.5	191	3328	25.8	340	2496	68.1	899	1664	103.2	1361	1248	316.0	4169	832	1263.9	16677	416
135	311.8	15.4	195	3392	27.3	347	2544	72.1	916	1696	109.2	1387	1272	334.4	4249	848	1337.5	16995	424
140	323.3	16.2	199	3454	28.8	353	2591	76.1	933	1727	115.3	1413	1295	353.1	4327	864	1412.5	17306	432
145	334.9	17.1	202	3515	30.4	359	2636	80.2	949	1758	121.5	1438	1318	372.2	4403	879	1488.8	17613	439
150	346.4	18.0	206	3575	32.0	366	2681	84.4	965	1788	127.9	1462	1341	391.6	4478	894	1566.5	17914	447
155	358.0	18.9	210	3634	33.6	372	2726	88.6	981	1818	134.1	1486	1364	411.1	4552	909	1645.8	18211	455
160	369.6	19.8	214	3692	35.2	378	2771	92.8	997	1848	140.3	1509	1387	430.6	4626	924	1726.6	18506	463
165	381.2	20.7	218	3749	36.8	384	2816	97.0	1013	1878	146.5	1532	1410	450.1	4699	939	1808.1	18800	471
170	392.8	21.6	222	3806	38.4	390	2861	101.2	1029	1908	152.7	1555	1433	469.6	4772	954	1890.3	19095	479
175	404.2	22.7	222	3862	40.3	395	2896	106.4	1043	1931	161.1	1580	1448	493.5	4837	965	1974.0	19349	483
180	415.7	23.7	226	3918	42.2	400	2941	111.6	1057	1954	169.5	1603	1463	517.4	4899	976	2058.9	19600	487
185	427.1	24.7	230	3973	44.1	405	2986	116.9	1071	1977	177.9	1626	1478	541.3	4960	987	2144.3	19851	491
190	438.5	25.7	234	4028	46.0	410	3031	122.2	1085	2000	186.3	1649	1493	565.2	5020	998	2230.2	20102	495
195	450.0	26.6	234	4075	47.3	417	3056	125.0	1100	2037	189.3	1667	1528	579.8	5104	1019	2319.2	20417	509
200	461.4	27.6	238	4122	48.6	424	3081	129.8	1114	2074	197.7	1689	1551	594.1	5187	1030	2409.5	20732	513
205	472.8	28.6	242	4169	50.0	430	3127	134.2	1128	2111	206.1	1711	1574	608.4	5269	1041	2500.0	21047	517
210	484.2	29.6	246	4215	51.4	437	3173	138.6	1142	2148	214.5	1733	1597	622.7	5351	1052	2590.5	21362	521
215	495.6	30.6	250	4261	52.8	444	3219	143.0	1156	2185	222.9	1755	1620	637.0	5432	1063	2681.0	21677	525
220	507.0	31.6	254	4307	54.2	451	3265	147.4	1170	2222	231.3	1777	1643	651.3	5513	1074	2771.5	21992	529
225	518.4	32.6	258	4353	55.6	458	3311	151.8	1184	2259	239.7	1799	1666	665.6	5594	1085	2862.0	22307	533
230	529.8	33.6	262	4399	57.0	465	3357	156.2	1198	2296	248.1	1821	1689	679.9	5675	1096	2952.5	22622	537
235	541.2	34.6	266	4445	58.4	472	3403	160.6	1212	2333	256.5	1843	1712	694.2	5756	1107	3043.0	22937	541
240	552.6	35.6	270	4491	59.8	479	3449	165.0	1226	2370	264.9	1865	1735	708.5	5837	1118	3133.5	23252	545
245	564.0	36.6	274	4537	61.2	486	3495	169.4	1240	2407	273.3	1887	1758	722.8	5918	1129	3224.0	23567	549
250	575.4	37.6	278	4583	62.6	493	3541	173.8	1254	2444	281.7	1909	1781	737.1	5999	1140	3314.5	23882	553
255	586.8	38.6	282	4629	64.0	500	3587	178.2	1268	2481	290.1	1931	1804	751.4	6080	1151	3405.0	24197	557
260	598.2	39.6	286	4675	65.4	507	3633	182.6	1282	2518	298.5	1953	1827	765.7	6161	1162	3495.5	24512	561
265	609.6	40.6	290	4721	66.8	514	3679	187.0	1296	2555	306.9	1975	1850	780.0	6242	1173	3586.0	24827	565
270	621.0	41.6	294	4767	68.2	521	3725	191.4	1310	2592	315.3	1997	1873	794.3	6323	1184	3676.5	25142	569
275	632.4	42.6	298	4813	69.6	528	3771	195.8	1324	2629	323.7	2019	1896	808.6	6404	1195	3767.0	25457	573
280	643.8	43.6	302	4859	71.0	535	3817	200.2	1338	2666	332.1	2041	1919	822.9	6485	1206	3857.5	25772	577
285	655.2	44.6	306	4905	72.4	542	3863	204.6	1352	2703	340.5	2063	1942	837.2	6566	1217	3948.0	26087	581
290	666.6	45.6	310	4951	73.8	549	3909	209.0	1366	2740	348.9	2085	1965	851.5	6647	1228	4038.5	26402	585
295	678.0	46.6	314	4997	75.2	556	3955	213.4	1380	2777	357.3	2107	1988	865.8	6728	1239	4129.0	26717	589
300	689.4	47.6	318	5043	76.6	563	4001	217.8	1394	2814	365.7	2129	2011	880.1	6809	1250	4219.5	27032	593
305	700.8	48.6	322	5089	78.0	570	4047	222.2	1408	2851	374.1	2151	2034	894.4	6890	1261	4310.0	27347	597
310	712.2	49.6	326	5135	79.4	577	4093	226.6	1422	2888	382.5	2173	2057	908.7	6971	1272	4400.5	27662	601
315	723.6	50.6	330	5181	80.8	584	4139	231.0	1436	2925	390.9	2195	2080	923.0	7052	1283	4491.0	27977	605
320	735.0	51.6	334	5227	82.2	591	4185	235.4	1450	2962	399.3	2217	2103	937.3	7133	1294	4581.5	28292	609
325	746.4	52.6	338	5273	83.6	598	4231	239.8	1464	3000	407.7	2239	2126	951.6	7214	1305	4672.0	28607	613
330	757.8	53.6	342	5319	85.0	605	4277	244.2	1478</										

WATER RIGHTS EXHIBIT

Following are the applicants' Decreed and Beneficial Use Rights, amounts, and dates of priority.

On March 8, 1984 the applicants' Application for Water Rights was published and applicants are presently waiting for the generating permit to become available from the Dept. of Water Resources. 4.50CFS (or 225 MI) of applicants' decreed irrigation water were filed on for power generation.

State of Idaho Department of Water Resources I.D. Number	Basis of Right	Amount	Priority Date	Acres of Right
#74-0200	Decreed	2.0CFS	5/01/1882	255.4 ac
#74-0203	Decreed	1.0CFS	6/1/1884	107.7 ac
#74-0204	Decreed	1.0CFS	7/15/1895	48.3 ac
#74-0408 & 0409	Decreed	1.25CFS	4/1/1896	60.4 ac
#74-0433	Beneficial Use	1.6CFS	5/4/1904	127.7 ac
#74-0430	Beneficial Use	.50CFS	4/1/1896	24.2 ac

Generating Permit #74-7231 has not been issued at the time of this writing.

Page 12 The Recorder-Berald, Thurs., March 8, 1984

NOTICE OF APPLICATION FOR WATER RIGHT

The following applica-
tion(s) have been filed to
appropriate the public
waters of the State of
Idaho: 74-7231

SCHAFFNER, HENRI E.
RT. 1, BOX 53, SALMON,
ID 83467
Source: SANDY CREEK,
WEST FORK trib. to
LEMHI RIVER
Date Filed: 12/12/1983
Diversion Pt: SENW Sec
04 T 20N R 24E
Use: POWER (4.50 CFS)
In: SESE Sec 07 T 20N R
24E

The permit(s) will be
subject to all prior water
rights. Priority must be
filed with the Director,
Dept. of Water Re-
sources, 150 Shoup Ave.,
Suite 15, Idaho Falls,
Idaho 83402 on or before
MARCH 26, 1984

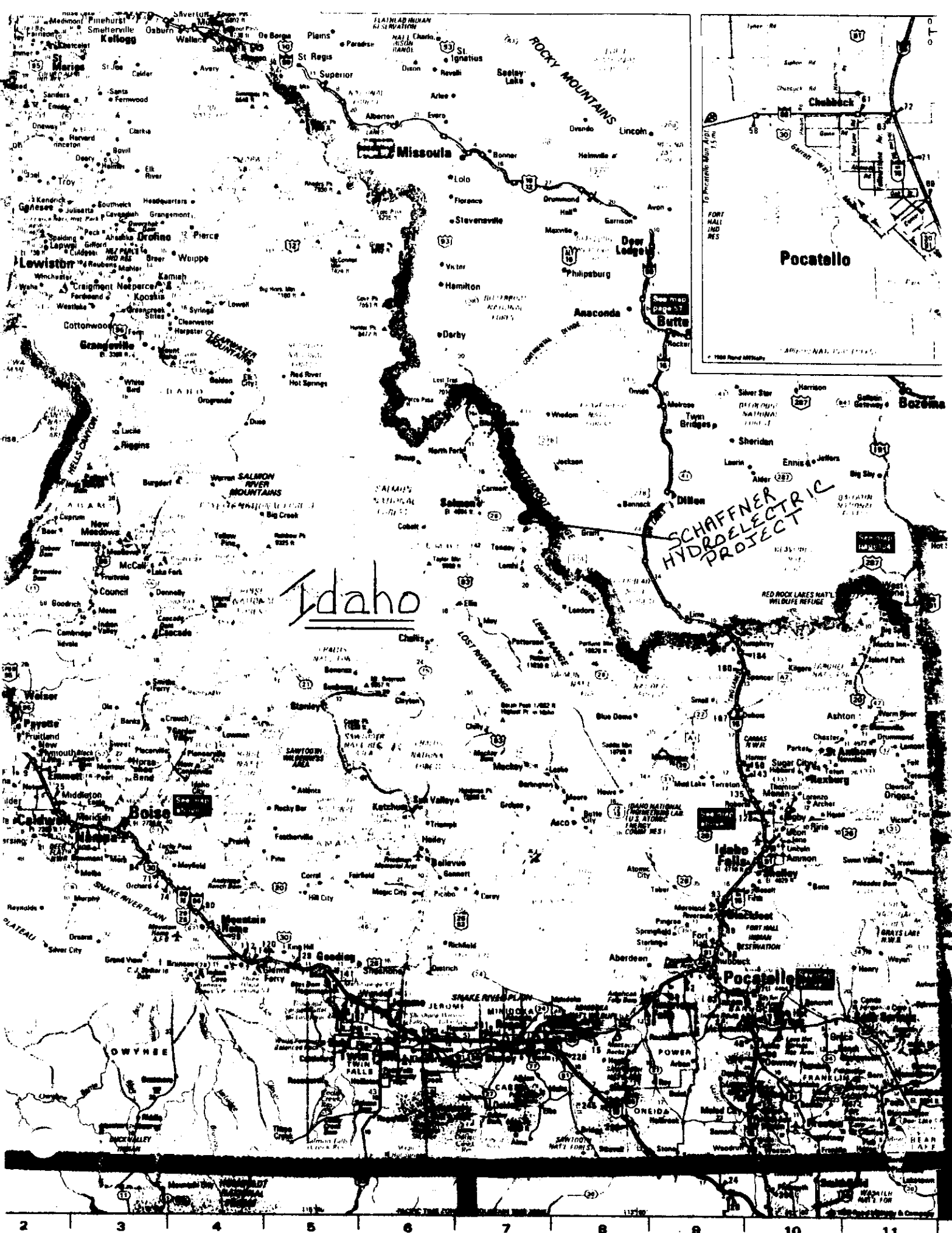
KEN DUNN, Dir.
Published 3/8 & 3/15/
84.

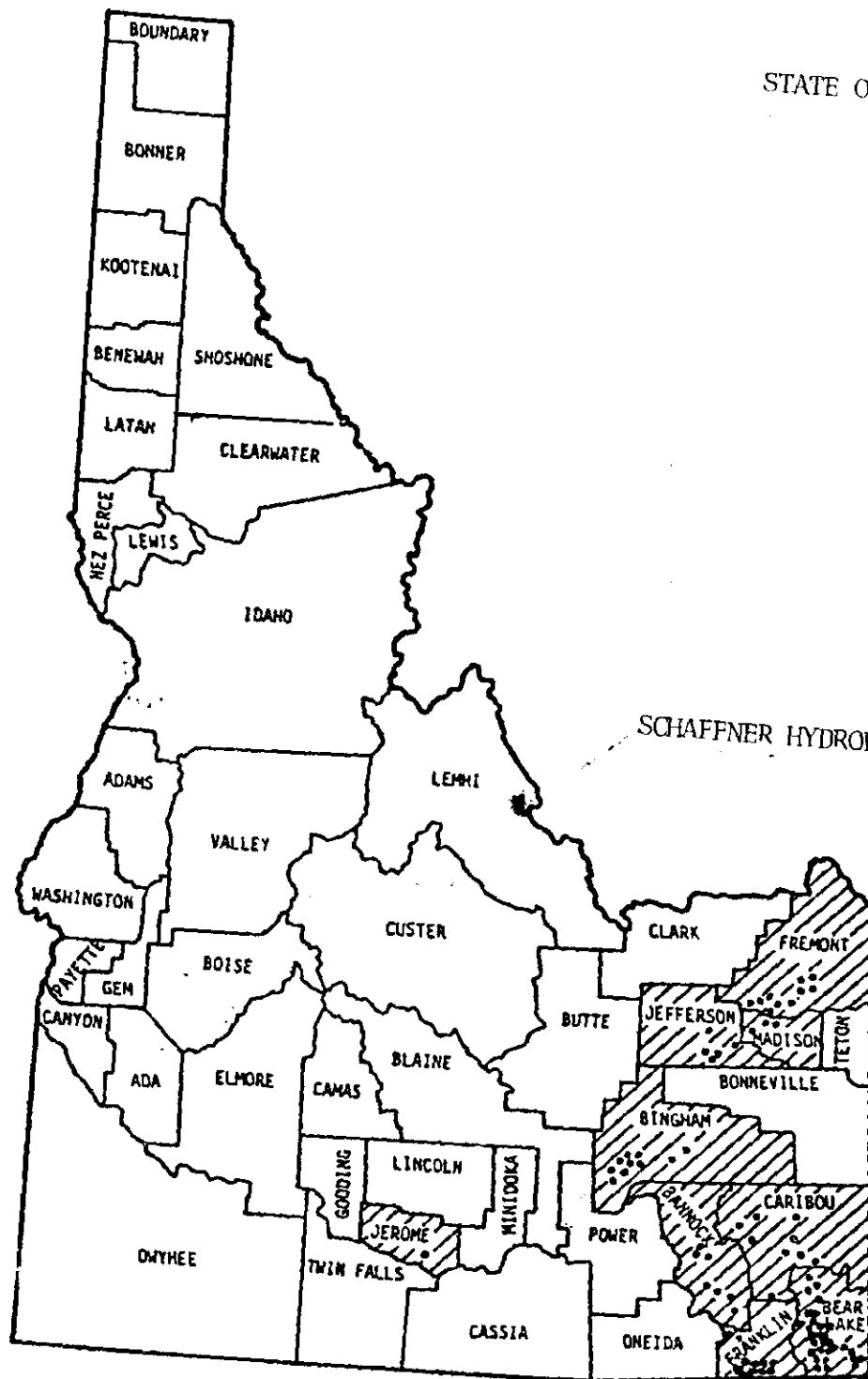
3-8-84

EXHIBIT B: Maps

The following maps locate the hydroelectric facility, conduit and structures in relation to the community and the ranch on which it will be built.

The inlet structure and 960' of 16" mainline are located on BLM ground adjacent to the northeast corner of the ranch. (See letter from BLM granting permission for this line). The remaining 10,500' of conduit will be located on the applicants' privately-owned ranch. (See copy of Warranty Deed which follows).





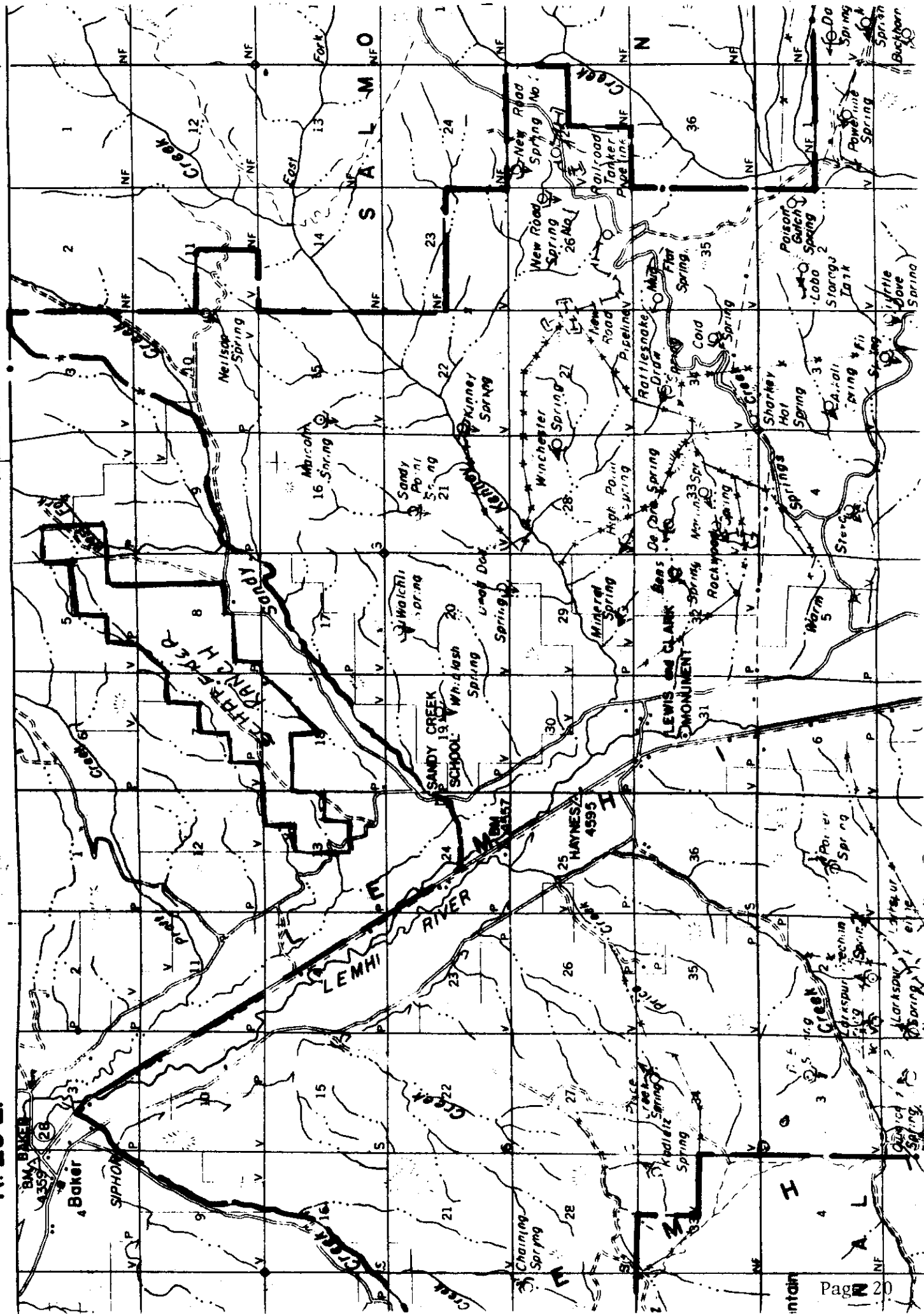
STATE OF IDAHO

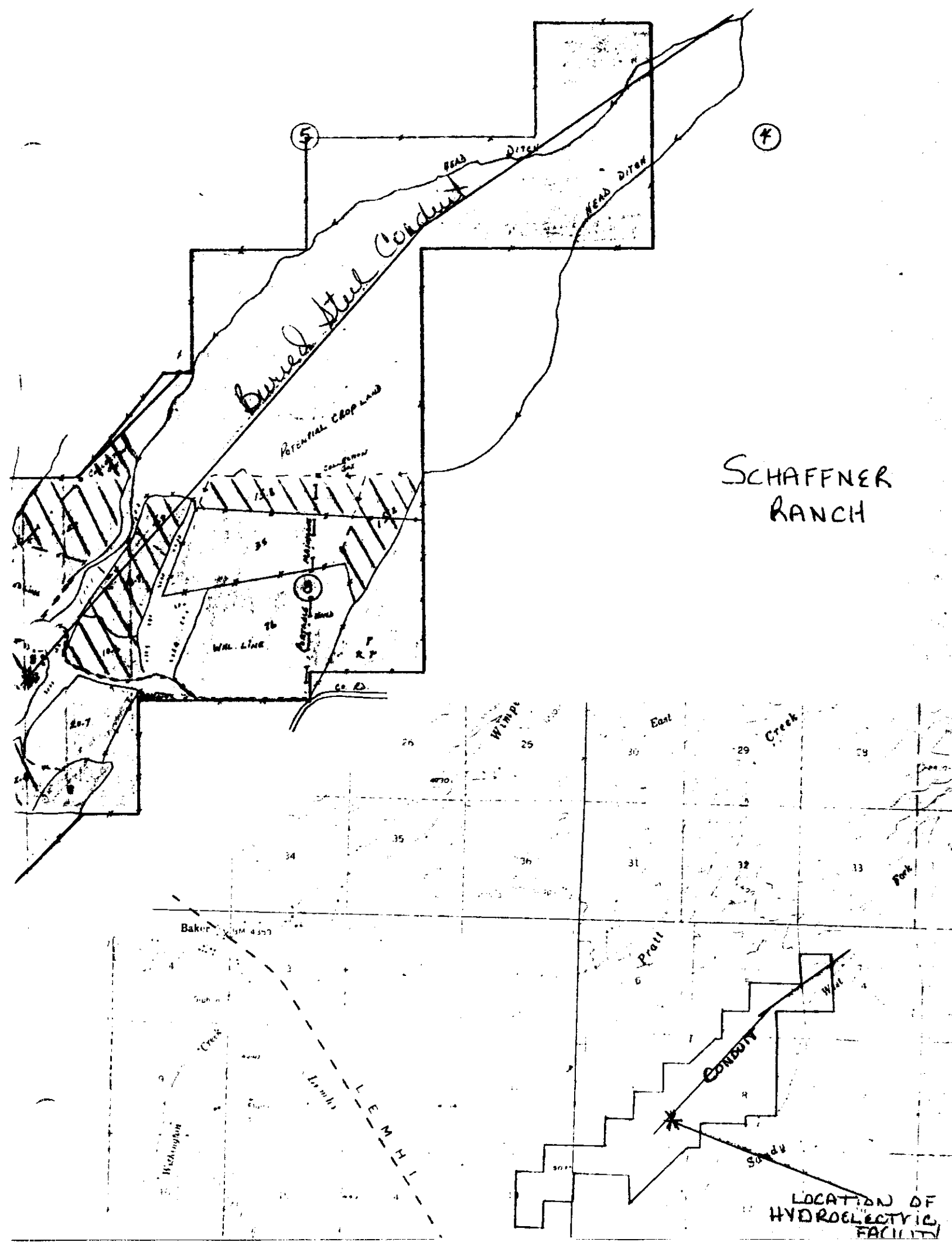
SCHAFNER HYDROELECTRIC PROJECT

R. 23 E.

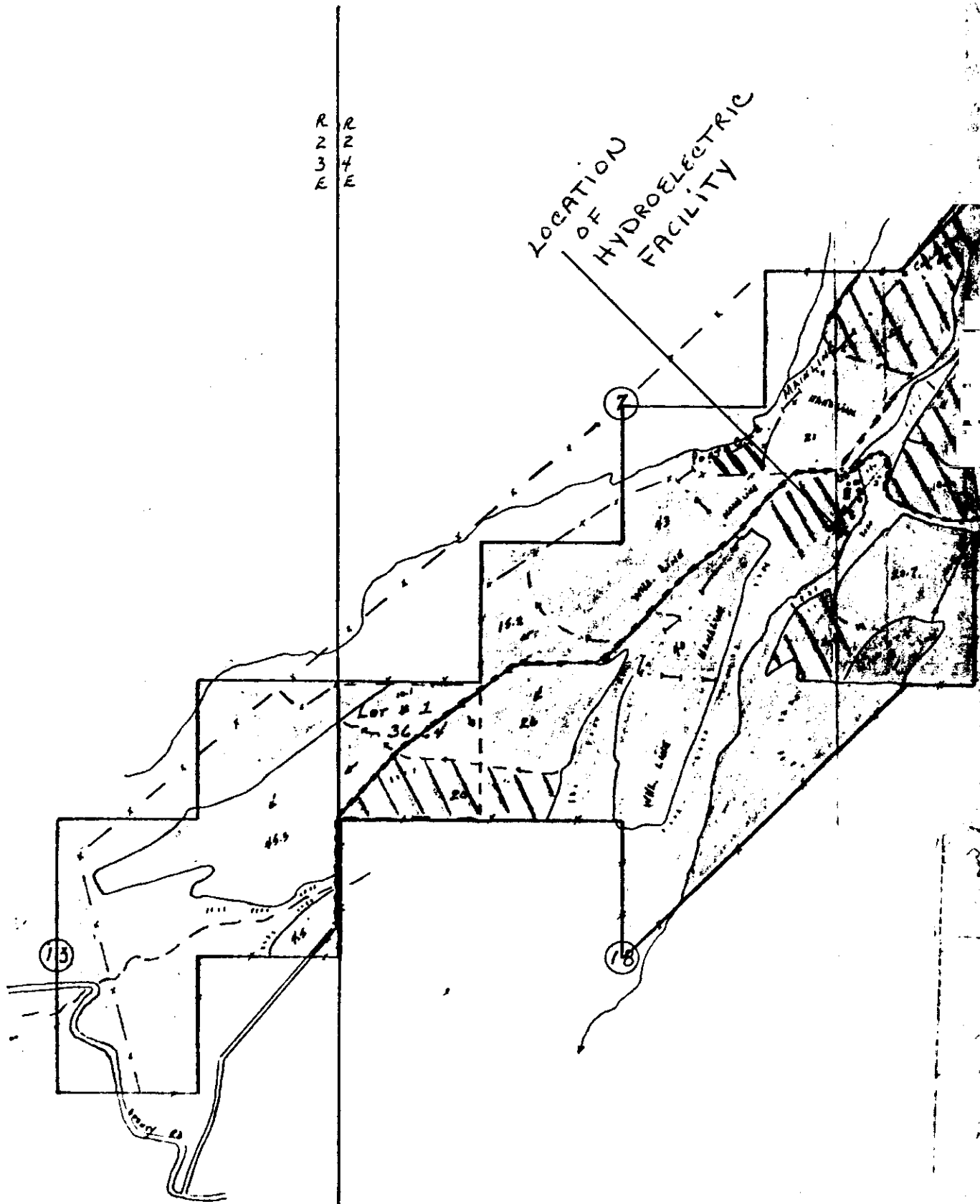
R. 24 E.

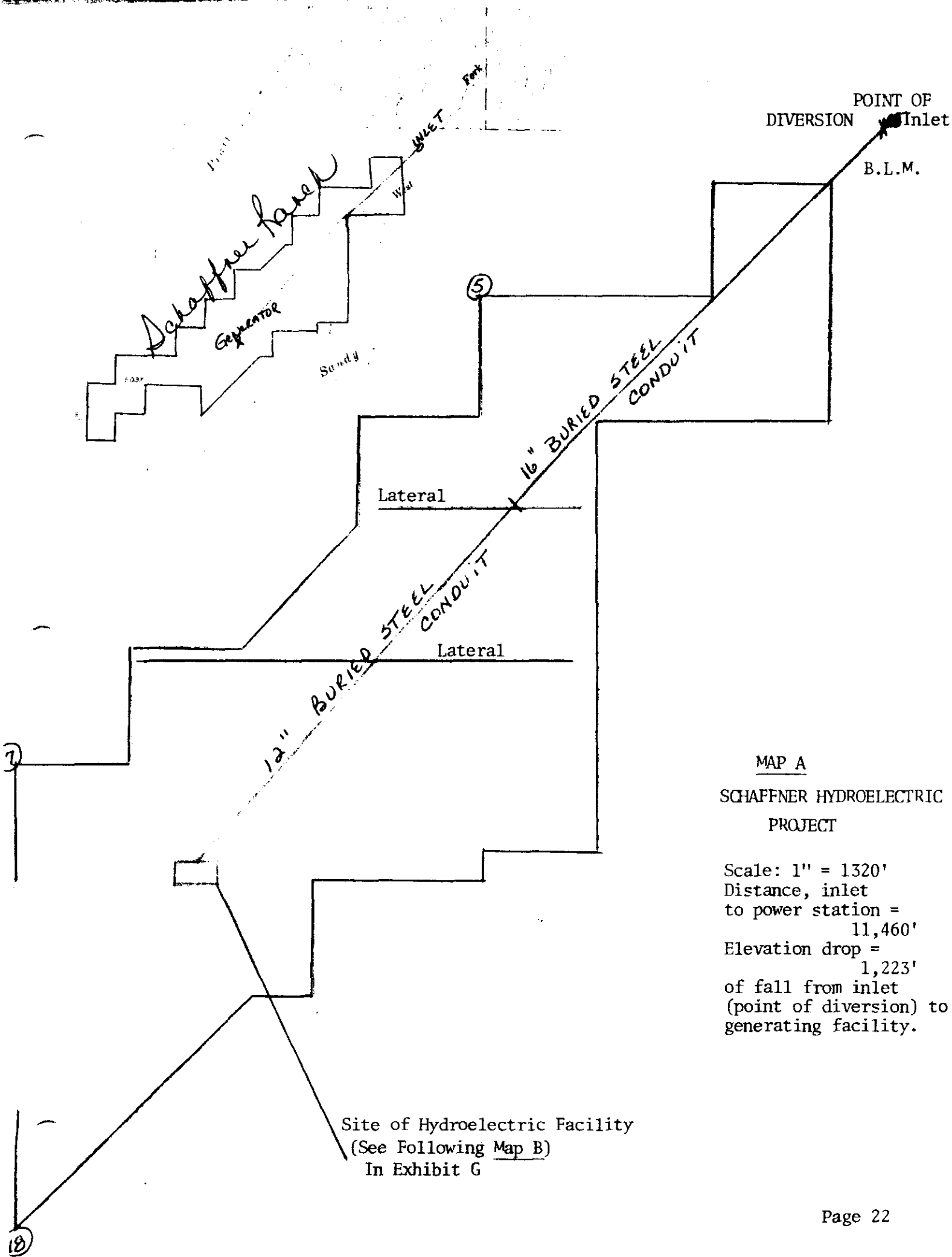
620,000 FEET





TP. 20 N		RGE 23 & 24 E	
	LEWIS COUNTY		
	ID STATE		
SCALE: 1" = 1320			
PLATTED BY		VERIFIED	
CB		KJN	





MAP A
SCHAFFNER HYDROELECTRIC
PROJECT

Scale: 1" = 1320'
 Distance, inlet
 to power station =
 11,460'
 Elevation drop =
 1,223'
 of fall from inlet
 (point of diversion) to
 generating facility.

Site of Hydroelectric Facility
 (See Following Map B)
 In Exhibit G

PROJECT OWNERSHIP

This hydroelectric facility will be located on land owned by the applicants. The ranch is vested in Schaffner Ranch, its' business name. Title to the ranch is held in partnership between Henry A. Schaffner (father) and Henry E. Schaffner (son). Schaffner Ranch has leased to Schaffner Power Company the right to construct, own and operate this hydroelectric facility. The lease is perpetual in nature, and has been signed for a first 35-year period March, 1984.

Following is a copy of applicants' Warranty Deed and a copy of the Lease Agreement.

EXHIBIT E
ENVIRONMENTAL STATEMENT

Since this facility will only utilize the hydroelectric potential of an irrigation conduit being built for the purpose of distribution of water for agriculture, there is little to be considered in the way of "impact" relative to the environment surrounding the facility itself.

The hydroelectric facility will be entirely contained on the applicants' private property. The West Fork of Sandy Creek is all appropriated (decreed) for irrigation - that is, it is no longer a tributary of the Lemhi River. There is no "stream bed" associated with the West Fork of Sandy - the applicants take their decreed irrigation water at a point on B.L.M. ground approximately 990' above the Northeast Corner of the ranch. It is then carried in an open ditch (head ditch) to the places of use. This ditch system has historically lost the ranch an estimated 50% of the available irrigation water (to evaporation and subbing). These figures were documented by A.S.C.S. studies done on two occasions. The ditch system has also contributed to exereeme soil erosion and has enhanced the growth of weeds. Diverting the ranch's irrigation water from these open ditches and into a mainline will help eliminate these problems and provide the most efficient and productive method of irrigation. In addition, since the natural fall of water is so steep, a generating facility in the conduit (approximately 1/2 way down the ranch) will serve to cut the pressure and save the applicants thousands of dollars which would be necessary for the purchase of sophisticated pressure resticting devices. Upon leaving the generating facility, water will all be returned to conduit for delivery to points of agriculture below that site. Within 1000 feet of the generator, enough pressure is built back up to gravity sprinkle the remaining cropland.

The applicants have the "first rights" on West Sandy...that is, the first decreed 300 inches of water to irrigate. Other rights come in during periods of high water. Since the West Fork of Sandy does not run over 250 inches after the spring run-off and snow melt, the applicants have the entire creek after that point.

Only the applicants decreed irrigation water rights will be used in this facility. Since there are approximately 300 acres of irrigated ground above the site of the generator, not all the water will be run into the generating facility. During irrigation cycles, water will be diverted into lateral lines

for irrigating cropland above the facility.

SETTING OF PROJECT: The setting of the irrigation conduit for the 1st 6000' is natural grasses and sagebrush pastures. The applicants are burying the conduit in order to prevent vandalism, preserve the life of the conduit and enhance the aesthetic value of the landscape. There are no endangered species in the vicinity of the applicants' ranch. No fish of any kind are supported by the West Fork of Sandy Creek. Since the water is all appropriated for irrigation and diverted into ditches, pipelines and sprinkler systems, no fish life could exist in the Creek. The ditches supported only weeds. Wildlife in the area consists of, primarily, game animals. There are deer, antelope and elk occasionally seen travelling across the ranch. There is an abundance of feed and fresh springs, along with numerous other creeks in the area. Gamebirds include grouse, sagehens and pheasant. They thrive on good feed and abundant fresh water sources. No animals are dependent on the ditch water which is being diverted into conduit.

IDAHO DEPARTMENT OF FISH AND GAME: Idaho Department of Fish and Game employees have made an on-site inspection of the facility - and related conduit this past March. Their employees verified that no natural habitats are being threatened by development of this project (See letter in Agency Contacts.)

All other Agency Contacts have resulted in positive responses concerning this project. There is no threat to water quality, since the water leaving this facility is used only for agriculture. Irrigation will continue on the same lands as in the past; there is no danger of changing the natural environment in the location of this facility.

The irrigation system and hydroelectric facility herein described are an integral part of each other. The natural fall of the irrigation water which will be in the conduit lends itself logically to hydroelectric development. In return, the generating facility will enhance the irrigation system by eliminating many of the expensive pressure restricting devices necessary to transport this irrigation water for such long distances.

ALTERNATIVE SOURCES OF POWER: There are no viable alternate means of producing power equivalent to the proposed facility's potential in the vicinity of the applicants ranch. There is a very good hydroelectric potential in the Lemhi Valley, in which the applicants ranch is situated. Since the winters are long, precipitation heavy, and due to the extreme northern latitude of the area, solar energy is efficient only in a "passive" capacity. And although gas and oil exploration has been ongoing in the Southeast Idaho area, there are no indications that it has been successful. Wells have been capped for an indefinite period of time. Applicants have no knowledge of significant gas or oil finds within the 100 miles surrounding this property.

There are no wind generators operating in Southeastern Idaho to the best of the applicants' knowledge. This is not a windy area; in fact, for about 75% of the time, no appreciable wind blows.

DOCUMENTATION OF CONTACTS
CONSULTATION PROCESS

Letters
Responses

SUMMARY - CONSULTATION

The applicants have made all contacts required by Subsection 4.92. Paragraph 5 (i) through (iv) of the Regulations. All Agency comments and responses have been of a positive nature. Applicants have received no untoward comments from any of the contacts made to the date of filing of this exemption application.

The following letters document this consultation process.

DOCUMENTATION OF AGENCY
CONTACTS:

<u>AGENCY:</u>	<u>DATE OF CONTACT:</u>	<u>RESPONSE COMPLETED:</u>
Idaho Dept. of Water Resources	Dec. 6, 1983	GENERATING PERMIT PENDING
Idaho Dept. of Fish and Game	Feb. 20, 1984 Feb. 22, 1984 May 7, 1984	NO COMMENTS See Letter
Army Corps of Engineers	May 31, 1984 June 5, 1984	NO COMMENTS See Letter
U. S. Fish & Wildlife Service	May 31, 1984	
Idaho Dept. of Parks and Recreation	May 31, 1984 June 18, 1984	NO COMMENTS See Letter
National Park Service	May 31, 1984	
Endangered Species Specialist, U. S. Fish & Wildlife	May 31, 1984	
Idaho Dept. of Health and Welfare	May 31, 1984 June 27, 1984	Requested Additional Data No comments
Environmental Impact Officer/EPA	May 31, 1984	
Idaho Historic Society	May 31, 1984	NO COMMENTS See Letter
Bureau of Land Management	February 20, 1984 February 22, 1984 March 22, 1984 April 9, 1984 June 15, 1984	NO COMMENTS See Letter
Idaho Public Utilities Commission	February 8, 1984 February 22, 1984 March 7, 1984	NO COMMENTS See Letter



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
SALMON DISTRICT OFFICE
P. O. Box 430
Salmon, Idaho 83467
(208) 756-2201

IN REPLY
REFER TO: 2800 (048)
I-20655

April 9, 1984

Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Dear Mr. Schaffner:

We have reviewed your proposed hydro-electric project located along the West Fork of Sandy Creek. As we understand your proposal, you plan on placing a pipe in an existing irrigation ditch located on public land (BLM). You then plan to pipe the water to your private land and use it for irrigation and power generation. Since you have recorded ditch rights under the Act of July 26, 1866 (BLM #I-20655), we see no problems involving your use of these facilities as described in your proposal.

Thank you for the opportunity to review and comment on your proposal.

Sincerely,

Jerry A. Wilfong
Lemhi Area Manager



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
SALMON DISTRICT OFFICE

P. O. Box 430
Salmon, Idaho 83467
(208) 756-2201

IN REPLY
REFER TO: I-20655 (048)

March 22, 1984

Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

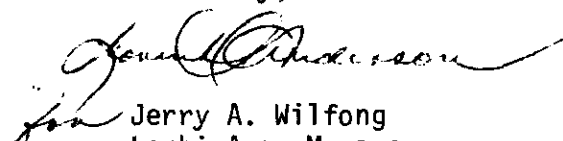
Dear Mr. Schaffner:

We received your request for record notation of your ditch located in T.20N., R.24E., B.M., Sec. 4: NW $\frac{1}{4}$. This ditch is authorized under the Act of July 26, 1866, as amended, and has been given serial number I-20655. The only requirement for having a right-of-way under this act is the existence of the irrigation facility and vested water right prior to October 21, 1976. We have reviewed the information that you provided and feel there is sufficient documentation to prove such a right. We have forwarded your map to the State Office so that the ditch right-of-way can be noted to our official master title plats.

Please be aware of the fact that your right-of-way established under the 1866 Act gives you authority to administer normal maintenance to the ditch without filing a right-of-way application with the BLM. If you decide that you need to realign the ditch, relocate the ditch or place additional improvements outside of the ditch bed you must file a right-of-way application prior to construction.

A map is attached for your files showing the location of your ditch right-of-way that we have noted under the 1866 Act. Feel free to contact this office if you have any questions or additional needs.

Sincerely,


Jerry A. Wilfong
Lemhi Area Manager

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIPT AND ACCOUNTING ADVICE

No. 517520

Subject: Right-of-Way Filing Fee

June 21, 1984

Applicant:

145017.1 \$50.00

Schaffner Ranch
Route 1 Box 33
Salmon, Idaho 83467

Remitter:

Salmon District Office

SERIAL NO.
I-20923

REFER TO THE ABOVE CASE SERIAL NUMBER IN ALL CORRESPONDENCE. PLEASE INFORM THIS OFFICE OF /
CHANGE IN ADDRESS.

NOTE: This notice is a receipt for monies paid the United States. If these monies are for required fees in connection with application to lease, purchase, enter, or otherwise acquire an interest in public lands or resources, this receipt is not an authorization to utilize the land applied for and it does not convey any right, title, or interest in the land for which application is made.

PAID
JUN 21 1984

Department of Interior
Bureau of Land Management
Salmon, Idaho

145017.1

\$50.00

Rt. 1 Box 33
Salmon, Idaho 83467

February 22, 1984

Mr. Don Smith
Area Manager
Bureau of Land Management
PO Box 430
Salmon, Idaho 83467

RE: SMALL HYDROELECTRIC PROJECT

Gentlemen:

I am writing in followup to my visit with your office concerning development of a small hydroelectric project which will be integrated into my ranch's irrigation system.

As I discussed with your office, the project will be located entirely on privately owned land. However, in my application to the Federal Energy Regulatory Commission for exemption from licensing for a small hydroelectric project, I am required to document the contact I have made with you.

I would sincerely appreciate having a reply from your office concerning this project, including any comments your agency might have on the proposed project. Your reply will be included in my application to the F.E.R.C.

Thank you very much for your assistance in this matter.

Sincerely,


Henry E. Schaffner

HES/bas



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

December 12, 1983

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

Dear Sir:

I am processing your application for permit (4.5 cfs) to be used for power generation. There are several questions which must be answered prior to issuing the permit:

- 1) What water rights will be used to supply this use?
- 2) Where will the water used by this permit be discharged?
- 3) Where will the pipeline start and where will the line be above and below ground?
- 4) What rights on Sandy Creek are owned by you?
- 5) How much water is available that has not been appropriated during the irrigation season?

Sandy Creek and its tributaries presently have 32.88 cfs appropriated by license or decree from 4/1 to 11/1. I have attempted to call your residence for these answers but I have been unable to reach you. You may answer these questions by writing the Regional Office or by calling (525-7161).

Sincerely,


GERALD F. RAMSEY
Radiologic Specialist

GFR:bp

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
PHONE (208) 756-3976 or 756-3278

Mr. Gerald Ramsey
Radiologic Specialist
Idaho Dept. of Water Resources
150 Shoup - Suite 15
Idaho Falls, Idaho 83402

February 22, 1984

RE: APPLICATION FOR PERMIT, POWER GENERATION

Dear Mr. Ramsey:

I am writing in response to your questions regarding our proposed hydroelectric power project. I am sorry for the long delay in answering your letter, but have been waiting for our engineer's plans and drawings to be completed so that I could better answer your questions.

Question #1: The water rights being used to supply this use will be those rights appropriated to our land by Decree and Beneficial Use Permits (list attached). We obtained these rights when we purchased the ranch in 1979.

Question #2: I am enclosing a copy of our engineer's drawing of the project, along with a description of the hydroelectric system and irrigation system. As you can see from the drawing, we have made irrigation an integral part of the complete system. We will irrigate the land above the generating station by releasing it from the pipeline at several points. We will deliver the water via mainline and open ditches to irrigate the upper fields. Below the generating station, the water will all be returned to mainline and delivered to the lower fields via permanent mainline, handlines, wheelines and ditches.

Question #3: The pipeline will start at the uppermost corner of our property (see drawing) and we anticipate approximately 1/3 of the line above the generating site will be above ground and 2/3rds will be below ground. Since we cannot buy the pipeline until we have a generating permit and an approved FERC Application, we have not committed ourselves to any pipeline at this point. After we have the necessary approval for construction of the project, we will secure the pipe and determine the most cost-effective method of installation.

Question #4: We have no water rights on Sandy Creek. All our rights are on West Sandy (the west fork of Sandy Creek.)

CONTINUED...

Mr. Gerald Ramsey
Page 2

February 22, 1984

Question #5: There is no water available on West Sandy which has not been appropriated.

We will continue to irrigate all the land which we have irrigated in the past. We will, in fact, be able to do so more productively as our delivery system will be much more efficient and we will not be delivering the water through so many open ditches and losing so much to evaporation.

The irrigation system and hydroelectric project are integrated. We are not essentially changing any of our irrigating practices, with the exception of the method by which we will be delivering the water to the fields.

I appreciate your time and help in this matter and will be happy to answer any additional questions you might have. Please feel free to call me at 756-3976 or my wife at work at 756-3278.

Sincerely,


Henry E. Schaffner

Encl.
HES/bas

IDAHO PUBLIC UTILITIES COMMISSION

REC 3/9/84

STATEHOUSE
BOISE, IDAHO 83720
334-3143



CONLEY WARD, JR., *President*
PERRY SWISHER, *Commissioner*
RICHARD S. HIGH, *Commissioner*

JOHN V. EVANS
Governor

March 7, 1984

Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Dear Mr. Schaffner,

Thank you for sending notice of your hydro project to us here at the Idaho Public Utilities Commission.

In 1980, when this Commission implemented its small power program under the Public Utility Regulatory Policies Act, we stated that the Commission would set avoided cost rates but would not otherwise attempt to regulate small power producers.

Consequently, we shall not have any comments on your project design or applications before other agencies.

Sincerely,

A handwritten signature in cursive script, reading "John J. McMahon".

John J. McMahon
Chief Counsel

Rt. 1 Box 33
Salmon, Idaho 83467

February 22, 1984

FEB 24 1984

Office of the Chief Counsel
Idaho Public Utilities Commission
Statehouse
Boise, Idaho 83720

Thank you.

RE: SMALL HYDROELECTRIC PROJECT

Gentlemen:

I am writing to advise you that I am developing a small hydroelectric project on my ranch 17 miles Southeast of Salmon, Idaho. Enclosed is a copy of the project engineer's description of the facility. The hydroelectric project has been integrated into the ranch irrigation system. It will enhance the productivity of the ranch by allowing more efficient delivery of our irrigation water.

The project design has been completed. We have applied to the Idaho Dept. of Water Resources for a permit to use our irrigation water for generating. We are in the process of applying to the Federal Energy Regulatory Commission for exemption from licensing for our project. In that application, we are asked to include a statement from the Public Utilities Commission regarding the project. We would be especially interested in any comments you may have regarding the status of these small hydroelectric projects. Also, of particular concern to us is any pending legislation which might change the existing regulations on these facilities or restrict their development.

I appreciate your time and help in this matter and would be happy to send you any additional information you might require.

Sincerely,

Henry E. Schaffner

Henry E. Schaffner
Phone (208) 756-3976
or 756-3278



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

REPLY TO
ATTENTION OF:

June 5, 1984

NPWOP-RF

Mr. and Mrs. Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Dear Mr. and Mrs. Schaffner:

In accordance with Section 404 of the Clean Water Act and in the interest of protecting aquatic resources, a Department of the Army permit is required for the discharge of dredged or fill material below the ordinary high water mark in waters of the United States or into adjacent wetlands.

Since your proposed work, as described in your letter, dated May 31, 1984, does not involve the discharge of dredged or fill material below the ordinary high water mark of Sandy Creek or into adjacent wetlands, a Section 404 permit is not required. If you intend to change your plans as described in your letter, referenced above, and the change includes the discharge of dredged or fill material below the ordinary high water mark or into adjacent wetlands, a permit will be required and you must contact this office before you start your work.

This determination is applicable only to Department of the Army permits administered by the Corps of Engineers. It does not relieve you of the responsibility to obtain other Federal, state, and local permits which may be required. If you should have any questions or need further information, please call me at (509) 522-6724 or write to me at the above address.

Sincerely,

A handwritten signature in cursive script, reading "James C. Fellows", is written over a horizontal line.

James C. Fellows
Regulatory Functions Branch

May 31, 1984

Henry E. and Barbara A. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
Phone (208) 756-3976 or 756-3278

Director
U. S. Army Engineering District
Bldg 602
City-County Airport
Walla Walla, Washington 99362

ATTN: NPWOP-NF

Dear Sir:

I am writing to advise you of a small conduit hydroelectric project I am developing in connection with my ranch's irrigation system.

Enclosed for your reference is a description of the project. In the consultation process of my application for exemption for small conduit project with the Federal Energy Regulatory Commission, I am required to include any comments your agency might have concerning my project.

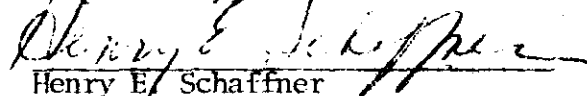
The project involves simply putting a hydroelectric generating facility into a ranch mainline system which is presently under construction. The West Fork of Sandy Creek is not a direct tributary of the Lemhi, as all the water is appropriated for irrigation.

As the description states, water will be carried from the top of our ranch via a buried mainline to a proposed generating facility. Upon leaving the facility, it will be returned to mainline for delivery to fields beyond that point. All water leaving the facility will be applied directly to our irrigated lands, except in the winter months (November through February) - when it will be returned to a ditch and sent back into its normal winter course to Sandy Creek. The volume of water during these winter months is between 80 and 100 inches (as measured at the top of the ranch).

Although we realize your agency will probably have no comments or significant interest in the proposed project, we would be most appreciative of a response to that effect so that we may document our FERC application.

Thank you very much for your time and assistance in this regard.

Respectfully,


Henry E. Schaffner

HES/bas

IDAHO DEPARTMENT of PARKS & RECREATION

Statehouse Mail, 2177 Warm Springs Ave., Boise, Idaho 83720

(208) 334-2154

J. R. Christiansen, Director
Robert L. Meinen, Deputy Director



John V. Evans, Governor

File Ref. #

June 18, 1984

Mr. Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

Dear Sir:

Thank you for consulting us in regard to your proposed hydro project. We have no comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Graeff", with a long horizontal line extending to the right.

Todd Graeff
State Trails Coordinator

mvd

May 31, 1984

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467

Phone (208) 756 3976 or 756 3278

State of Idaho
Department of Parks and Recreation
Statehouse,
Boise, Idaho 83720

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Sir:

I am writing to advise you that I am developing a small conduit hydroelectric facility on my ranch 17 miles Southeast of Salmon, Idaho.

The entire project, including all the conduit, is entirely located on my privately owned land.

In the consultation process for my application for exemption from licensing to the Federal Energy Regulatory Commission, I am required to include any comments your agency might have regarding the project.

Enclosed for your reference is a description of the project. The facility will utilize the hydroelectric potential of an existing conduit irrigation system which is presently being constructed.

I would appreciate a response from your office stating that the project development will not jeopardize any recreational resources in the area. As I stated, it is entirely located within the boundaries of my privately owned land.

Thank you. I would appreciate a response at your earliest convenience so that I may proceed with my application process.

Sincerely,

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho

HES/bas

May 31, 1984

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
Phone (208) 756-5976 or 756-3278

Director
National Park Service
1920 Westin Bldg.
2001 Sixth Avenue
Seattle, Washington 98121

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Sir:

I am writing to advise you that I am developing a small conduit hydroelectric project on my ranch, 17 miles Southeast of Salmon, Idaho. The project will utilize the hydroelectric potential of a newly constructed conduit irrigation system. The entire facility, including the conduit, is located on my privately owned land.

I am enclosing a brief description of the project for your reference.

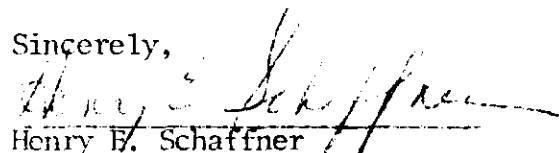
In the consultation process for my exemption from Licensing by the Federal Energy Regulatory Commission, I am required to include any comments your agency might have on the proposed facility. Of particular concern are any resources which are eligible for, or listed, on the Register of Historic Places. To the best of my knowledge, there are no such places on or in the immediate vicinity of my property.

As I stated, the project is entirely located on my own land, and there will be no excavation or construction involved in the project other than what has already been done with the irrigation system, other than construction of a generating station (a small house containing the power plant).

I certainly appreciate your time and assistance in this regard and would be happy to discuss the project further or answer any questions you might have. I would appreciate a response at your earliest convenience so that I may proceed with my application.

Thank you.

Sincerely,


Henry E. Schaffner

HES/bas

June 27, 1984

Mr. Mark Torf
Idaho Division of Environment
150 North 3rd Street
Pocatello, Idaho 83201

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Mr. Torf:

Pursuant to your telephone call today, we are enclosing additional information on our hydroelectric project.

As I discussed with you, the benefits of the "ice pack" phenomenon on our sagebrush pastures is really debatable. During Spring melt and early Spring run-off, there is more water in the Lemhi Valley than we know what to do with. We have observed the frozen ice pack literally "running little rivers" down our pastures, and it is really questionable how much water is actually being absorbed into the saturated, frozen ground at that point when the snow and ice cover is melting. Since it is so rainy and snow melt is so heavy in the early Spring, we do not feel eliminating some of this winter ice buildup is going to substantially affect ground moisture levels.

The amount of water which has been measured and observed in the winter months, as we discussed, is really minimal. If we do indeed run 80-100 MI of water through the conduit and generating facility in the winter months, then return this water to the ditch system where it has historically run, we can foresee no problems being created by the small amount of water which will enter the main course of Sandy and eventually the Lemhi River.

We have always maintained a "stream flow" in this ditch system for the purpose of stock watering, therefore water has always been returned to the main Fork of Sandy during the winter months. The amount will not increase significantly.

Mr. Torf, we would like to assure you that this irrigation/hydroelectric project will be an on-going process - and we will always strive to maintain and improve the system. We would most certainly welcome your comments or suggestions. Should you wish to make an on-site inspection of the proposed facility, we would be happy to show you around the area.

Please feel free to call again should you have any further questions.
Thank you.

Respectfully,

Mrs. Henry F. Schaffner
Rt. 1 Box 55
Salmon, Idaho (208) 756-3278 or
756-3976

HES/bas

May 31, 1984

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467

State of Idaho
Dept. of Health and Welfare
Division of the Environment
Statehouse
Boise, Idaho 83720

RE: SCHAFFNER HYDROELECTRIC PROJECT

Attn: Mr. Al Murrey, Chief Bureau of Water Quality

Dear Sir:

I am developing a small conduit hydroelectric project on my ranch 17 miles Southeast of Salmon, Idaho. I am utilizing the water which is decreed to my ranch for irrigation and will be discharging the water from the generating plant directly to irrigated ground on my property. For the winter months, when I am not irrigating, the water will be discharged from a conduit back into a ditch and then along its normal course to the main fork of Sandy Creek.

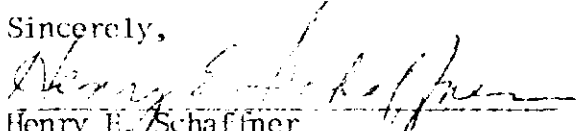
In the consultation process for my application to the Federal Energy Regulatory Commission, I am required to include a statement from your office concerning any adverse water quality effects you may recognize with the proposed project.

I am enclosing a brief description of the project for your reference. The West Fork of Sandy Creek is all appropriated for irrigation, and the water leaving the generating station will be used entirely for that purpose. West Sandy does not run into Sandy Creek except in the winter months.

I would appreciate a statement from you to include with my application for exemption from licensing. There are no conceivable threats to water quality standards with this project.

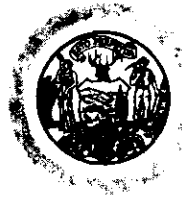
Thank you very much for your time and assistance in this regard.

Sincerely,


Henry E. Schaffner
Phone (208) 756-3976 or 756-3278

HES/bas

IDAHO STATE HISTORICAL SOCIETY
610 NORTH JULIA DAVIS DRIVE BOISE, 83702



June 21, 1984

Mr. Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Dear Mr. Schaffner:

Thank you for notifying our office of your plans to develop the Schaffner Power hydroelectric facility.

Our records indicate that no archaeological or historical properties of significance have been recorded in the area of your proposed facility, and we do not anticipate the presence of any sites. In our opinion, the project will have no effect on properties on or eligible for the National Register of Historic Places.

Sincerely,

A handwritten signature in cursive script, which appears to read "Thomas J. Green".

Thomas J. Green
State Archaeologist
State Historic Preservation Office

TJG/bhd

May 31, 1984

Henry E. and Barbara A. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467

Mr. Thomas Greene
Idaho Historic Society
610 North Julia Davis Drive
Boise, Idaho 83706

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Sir:

I am writing to advise you that I am developing a small conduit hydroelectric project in connection with my ranch's irrigation system.

In the consultation process for my application for exemption from licensing by the Federal Energy Regulatory Commission, I am required to include your agency's comments regarding my project.

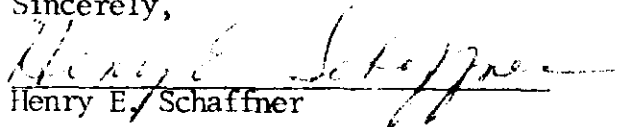
Enclosed for your reference is a description of the project. This facility will involve incorporating a hydroelectric facility into a ranch irrigation system which is presently under construction. The facility will be entirely located on our privately owned land.

Our ranch is an 1150 acre cattle ranch located 17 miles Southeast of Salmon, Idaho along the Continental Divide. We cannot identify any matters which might be of significance to the Historic Society, but would certainly appreciate your comments regarding the project.

The West Fork of Sandy Creek is not a direct tributary to the Lemhi River. It is all appropriated for irrigation. Water for irrigation is presently delivered in open ditches and will simply be delivered via a mainline system.

Thank you very much for your time and assistance in this matter.

Sincerely,


Henry E. Schaffner

HES/bas



May 7, 1984

Mr. Henry E. Schaffner
Rt 1 Box 33
Salmon, ID 83467

Dear Mr. Schaffner:

This letter confirms that Idaho Department of Fish and Game employees have reviewed your proposal to utilize West Fork, Sandy Creek for hydro-power generation.

We have identified no significant adverse impacts to fisheries or wildlife values associated with this proposal as described.

Sincerely,

Tom Reinecker
Regional Supervisor
Region 6

cc: Program Coordination
Fisheries
USFWS
Mel Reingold

Henry E. Schaffner
Rt. 1 Box 33
Salmon Idaho 83467

Mr. Mel Reingold
Idaho Dept. of Fish and Game
PO Box 1336
Salmon, Idaho 83467

February 22, 1984

RE: SMALL HYDROELECTRIC PROJECT

Dear Mr. Reingold:

I am writing in followup to my visit with you concerning a small hydroelectric project I am developing on my ranch. This project will be integrated into my ranch's irrigation system.

As I discussed with you, the entire project will be located on our privately owned land. However, in my application to the Federal Energy Regulatory Commission for exemption from licensing for a small hydroelectric facility, I am required to document that I have made contact with your Agency and to pass along your opinions/comments concerning the project.

I would appreciate any reply you could give me at this time so that I may submit my FERC application. If you feel more investigation is required please just state so and how you would like me to proceed.

Your reply will be attached to my FERC application.

Thank you very much for your time and assistance in this matter.

Sincerely,


Henry E. Schaffner

HES/bas

May 31, 1984

Henry E. and Barbara A. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
Phone (208) 756-3976 or 756-3278

Director,
U. S. Fish and Wildlife Service
United States Dept. of Interior
500 N. E. Multnomah St.
Portland, Oregon 87232

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Sirs,

I am writing to advise you that I am developing a small conduit hydroelectric project in connection with my ranch's irrigation system.

In the consultation process for my application for exemption from licensing by the Federal Energy Regulatory Commission, I am required to include your agency's comments regarding my project.

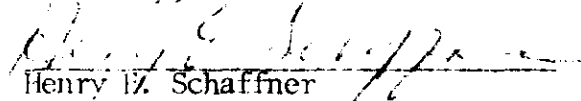
Enclosed for your reference is a brief description of the project. The Idaho Dept. of Fish and Game has made an on-site inspection of the proposed facility and their response is also included with this letter for your reference.

Our project will simply include a hydroelectric facility in a ranch irrigation system which is presently under construction. The facility will be located entirely on privately owned land to which we have title, and will not endanger any natural habitats. There are no fish in the West Fork of Sandy Creek - as it is all appropriated for irrigation, and does not flow into the Lemhi River.

We would sincerely appreciate your response at your earliest convenience and will assure compliance with any restrictions or features you wish incorporated into our project.

Thank you very much for your time and assistance in this regard.

Sincerely,


Henry E. Schaffner

HES/bas

May 31, 1984

Henry E. and Barbara A. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
Phone (208) 756-3976 or 756-3278

Environmental Impact Review Officer
Environmental Protection Agency
1200 6th Avenue
Seattle, Washington 98101

RE: SCHAFFNER HYDROELECTRIC PROJECT

Dear Sir:

I am writing to advise you of a small conduit hydroelectric facility I am developing in connection with my ranch's irrigation system.

Enclosed for your reference is a brief description of the project. In my consultation process with the Federal Energy Regulatory Commission's requirements for exemption from licensing for a small conduit hydroelectric project, I am required to contact your agency and include your comments in my application.

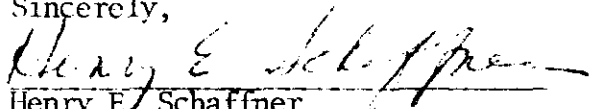
Enclosed also is a copy of a letter from the Idaho Dept. of Fish and Game, who have made an on-site inspection of the proposed facility.

We have not identified any significant environmental impact problems with this project. There are no fish habitats on the West Fork of Sandy, as it is completely appropriated for irrigation. We are not aware of any endangered species in the vicinity of our ranch, which is located 17 miles Southeast of Salmon, Idaho.

The facility will be entirely located on our privately owned land. The irrigation system (delivery in mainline as opposed to open ditches) has been developed solely for the purpose of water conservation. All water leaving the generating plant will be delivered to our fields for irrigation except in the winter months (Nov-Feb), when it will be returned to its normal course via a ditch to Sandy Creek.

We appreciate your time and assistance in this matter and would appreciate any comments you might have regarding the project.

Sincerely,


Henry E. Schaffner

HES/bas

May 31, 1984

Endangered Species Specialist
U.S. Fish and Wildlife Service
Suite 1692
500 NE Multnomah St.
Portland, Oregon 97232

RE: SCHAFNER HYDROELECTRIC PROJECT

Dear Sirs:

I am developing a small conduit hydroelectric facility on my ranch 17 miles Southeast of Salmon, Idaho.

In the consultation process with the Federal Energy Regulatory Commission's exemption from licensing for my project, I am required to document contact with your agency and include your response in my application.

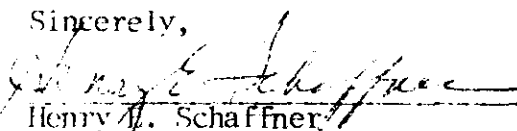
The project will be entirely located on my privately owned land, and will simply utilize a newly designed irrigation system which is presently being constructed. I am enclosing a brief description of the project for your reference, along with an environmental statement.

In as much as the project does not pose any conceivable threat to wildlife or natural resources, I would appreciate a statement from you to that effect, along with a list of any endangered species in the vicinity. There are no fish in the West Fork of Sandy Creek. It is all appropriated for irrigation and does not run into the main fork of Sandy Creek except for a few months in the winter.

I appreciate your time and assistance in this regard. Please do not hesitate to contact me should you have any further questions.

Thank you.

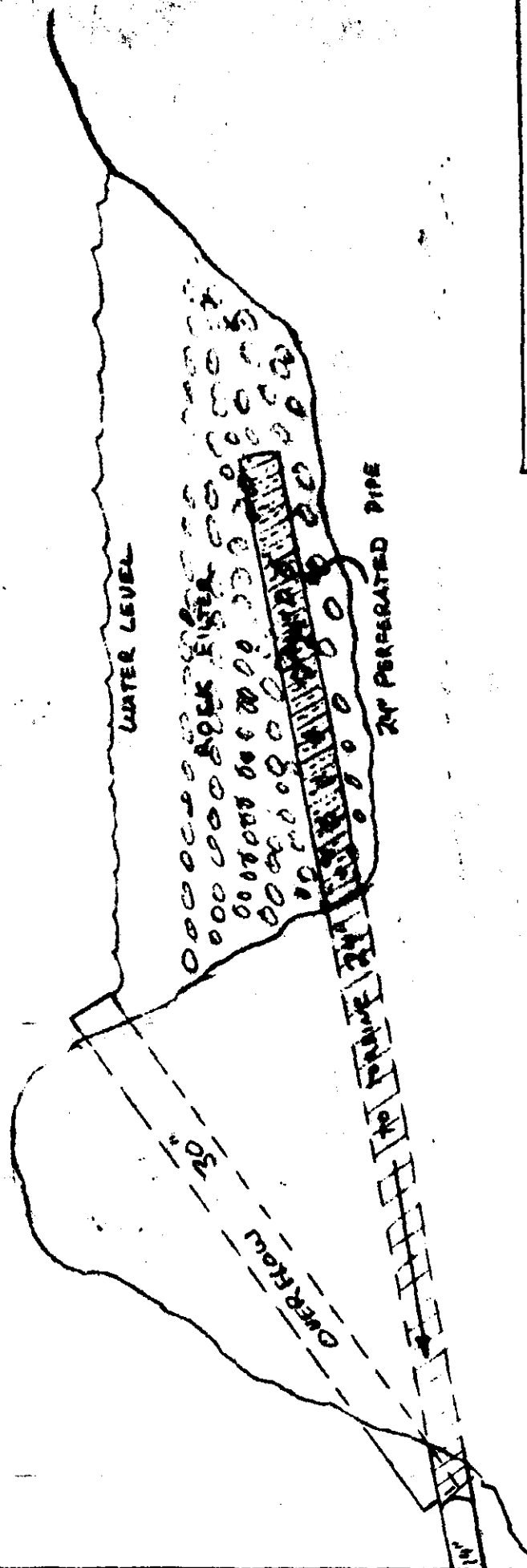
Sincerely,



Henry A. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
Phone (208) 756-3976 or 756-3278

HES/bas

SIDE VIEW

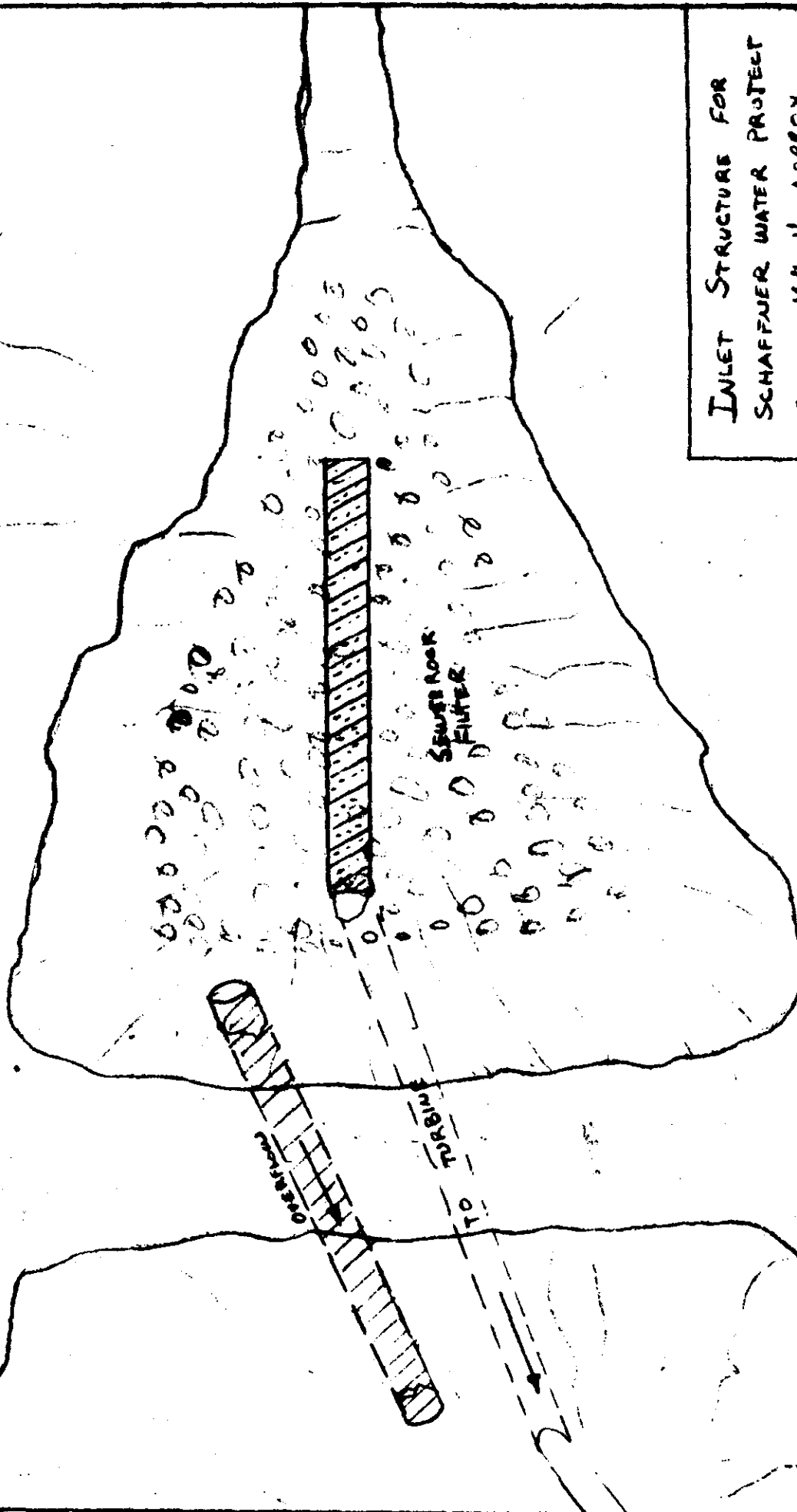


INLET STRUCTURE FOR
SCHAFER WATER PROJECT
SCALE 1/8" = 1' APPROX

RAUCHER'S IRRIGATION, INC.
by PAUL GAFF

2-15-84

TOP VIEW



INLET STRUCTURE FOR
SCHAFER WATER PROJECT
SCALE $\frac{1}{8}'' = 1'$ APPROX

RAUKER'S IRRIGATION, INC.
GOODING, ID
BY PAUL GARFF
2-15-84

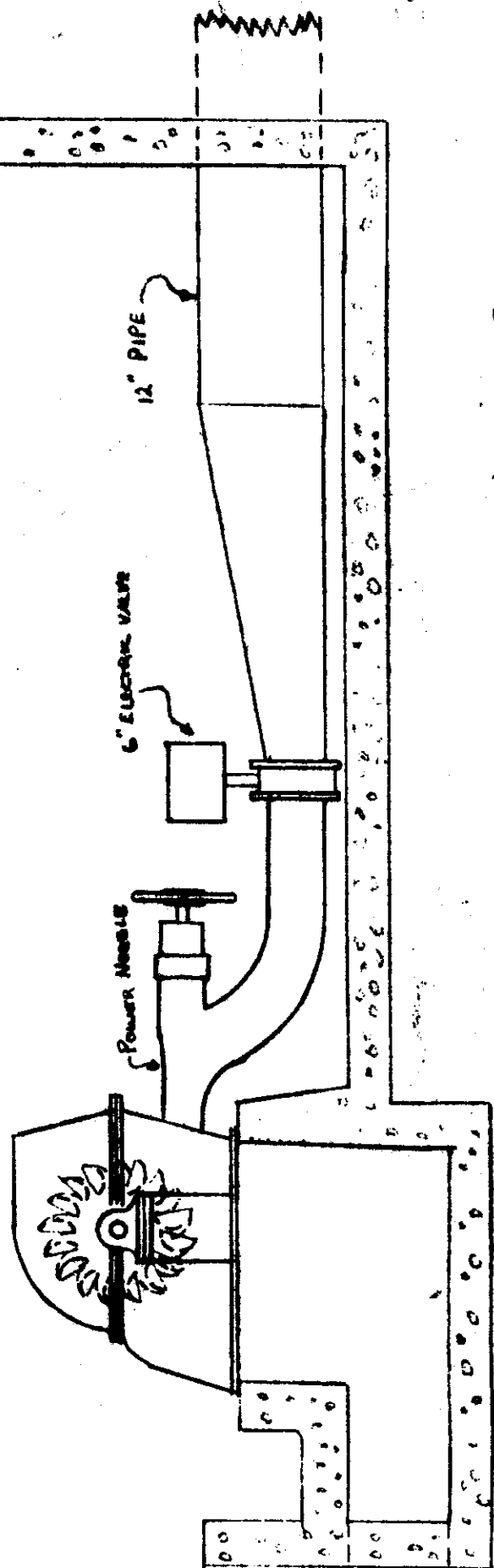
POWER HOUSE EQUIPMENT FOR

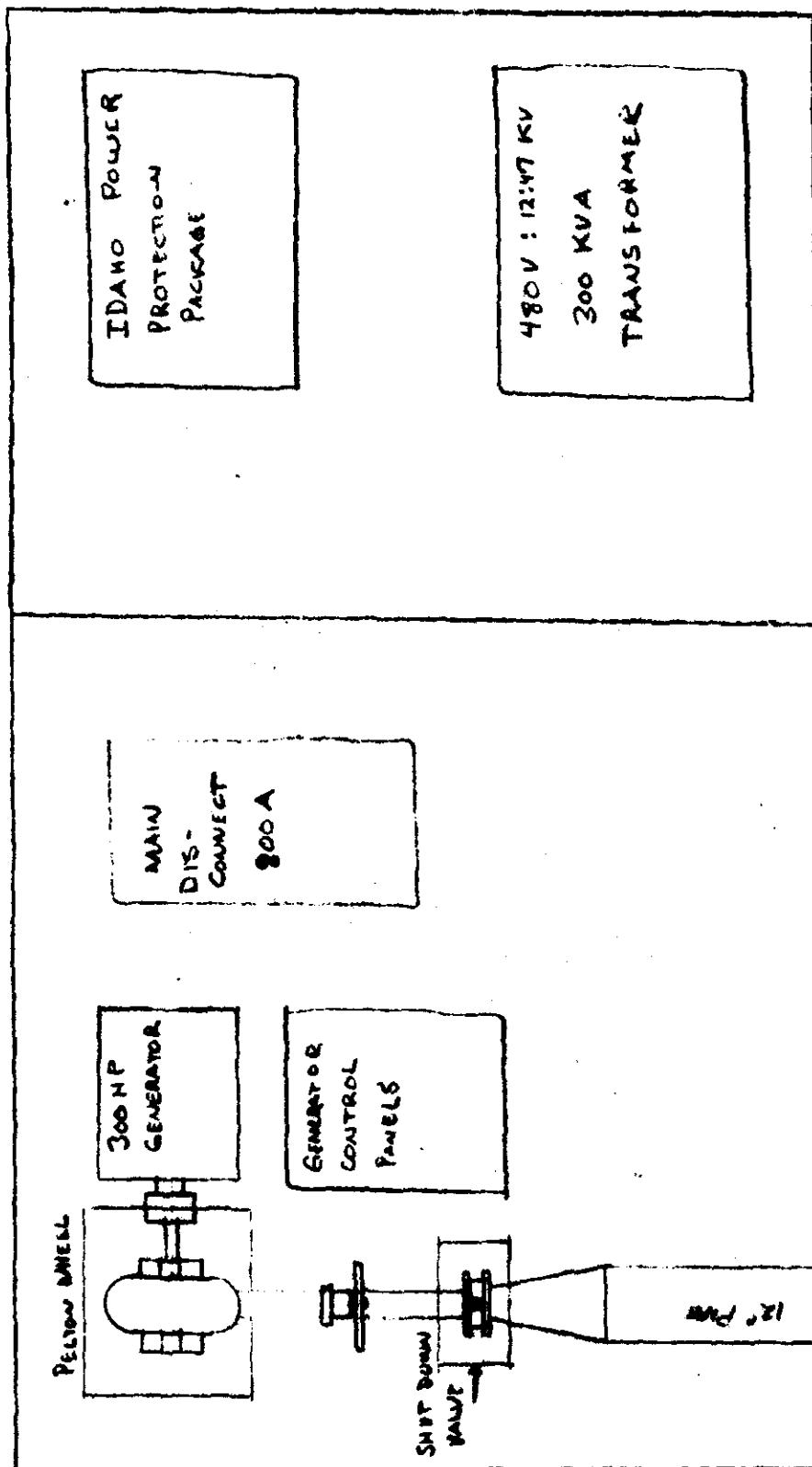
SCNAFFNER HYDRO-ELECTRIC
PROJECT

RAVENS IRIGATION - GOODING, ID
2-10-84 by PAUL GARFF

SIDE VIEW

PELTON WHEEL





TOP VIEW

POWER HOUSE EQUIPMENT
FOR

SCHAEFER HYDRO-ELECTRIC
PROJECT

RAUCHER'S IRR GOODING, ID
2-10-84 BY PAUL GARRETT

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 74-7231

Priority: December 12, 1983 Amount: 4.50 CFS 3257.9 AFA

This is to certify, that HENRY E. SCHAFFNER
RT. 1 BOX 33

SALMON, ID 83467 has complied with the terms and conditions
of the permit issued pursuant to Application for Permit dated December 12, 1983, and
has submitted proof to the Department of Water Resources on August 29, 1986, that
water has been applied to a beneficial use; an examination by the Department indicates
that the works have a diversion capacity of 5.00 cfs of water from;

SANDY CREEK, WEST FORK tributary to LEMHI RIVER

and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Power	01/01 to 12/31	4.50 cfs	3257.9 afa

LOCATION OF POINT OF DIVERSION(S): LOT 2(NWNE), Sec. 4, Township 20N, Range 24E
Lemhi County

PLACE OF USE: Power

TWN RGE SEC

20N 24E 7 SESE

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this license.
5. Use of water under this license is subject to control by the watermaster of State Water District No. 74G.
6. Return flow if discharged to a surface water system shall meet Idaho water quality standards.
7. 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.

MICROFILMED

FEB 09 1989

State of Idaho
Department of Water Resources

PAGE 2

WATER RIGHT LICENSE

WATER RIGHT NO. 74-7231

CONDITIONS/REMARKS:

8. The diversion and use of water under this license is subject to review by the Director 35 years from the date of issuance. 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.

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 21ST day of DECEMBER, 1988.

Acting for the Director



RECEIVED

FEB 09 1989

State of Idaho
Department of Water Resources

RECEIVED

MAR 23 1988

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 74-7231

Department of Water Resources

Date of Priority: December 12, 1983

Comes now HENRY E. SCHAFFNER
RT. 1 BOX 33
SALMON, ID 83467

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 74-7231, and requests that the permit be changed as follows:

Source: SANDY CREEK, WEST FORK tributary to: LEMHI RIVER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Power	01/01 to 12/31	4.50 cfs	3257.9 afa

LOCATION OF POINT OF DIVERSION(S): LOT 2(NWNE), Sec. 4, Township 20N, Range 24E
Lemhi County

PLACE OF USE: Power

TWN RGE SEC

20N 24E 7 SESE

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

Signed at SCHAFFNER, this 22 day of MARCH, 19 88.

REACH
C. SCHAFFNER
ID
MICROFILMED

Henry E. Schaffner
(Signature)

FEB 09 1989

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 74-7231

FOR DEPARTMENT USE ONLY

Preliminary check by kw Fee = \$20.00 ✓ Received by mf Date 3-24-88 C000215

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 74-7231 with the following;

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The water right confirmed in this license for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this license and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this license.
5. Use of water under this license is subject to control by the watermaster of State Water District No. 74G.
6. Return flow if discharged to a surface water system shall meet Idaho water quality standards.
7. 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.

Witness my hand this 21st day of December, 19 88.

R. Keith Higginson
(Director)

RECEIVED
DEC 21 1988

DEC 21 1988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only	
\$15 FEE Received	<i>19</i>
Date	<i>8-13-85</i>
Receipt #	<i>37066</i>

REQUEST FOR EXTENSION OF TIME

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

SCHAFFNER, HENRY E.

of Rt. 1 Box 33, Salmon, Idaho 83467

(Name)

(Address)

State of Idaho, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of the
State of Idaho No. 74-7231 - Hydropower use

That under the terms and conditions of said permit, work thereunder was required to be completed on or before
October 1, 1985.

That he has heretofore performed the following work described under said permit: Taken delivery
(This must be filled out! If no work has been completed put none.)
on 4000' 16" steel pipe, continue to take daily water measurements,
have obtained FERC license and should be signing firm power sales
agreement with Idaho Power within 30 days; engineer's preliminary
plans and drawings obtained. Order equipment for powerhouse within
30 days. Costing \$ 75,000.00 m/1

Completed work

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:
We have been in litigation before the Idaho Public Utilities Commission
since February regarding our power sales agreement with Idaho Power
Company. All issues now resolved - Idaho Power is working on the
interconnection. We have been unable to order the equipment for the
powerhouse until the contract became available, as the financing
bank cannot release the funds without the contract.

FERC license took 6 months extra to obtain because of Tualip Decision

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations

under said permit to September 1, 1990
(1 yr. minimum,
5 yrs. maximum)

Henry E. Schaffner
(Signature)

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

FEE: \$15.00

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within
which to submit the proof of beneficial use is extended to October 1, 1986.

Signed this 26th day of August, 1985.

H. Glen Saylor
Chief, Operations Bureau

MICROFILMED

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL OF)
APPLICATION FOR PERMIT NO. 74-7231 IN THE)
NAME OF HENRY E. SCHAFFNER)

ORDER ADOPTING
PROPOSED MEMORANDUM
DECISION AND ORDER

WHEREAS, A. Kenneth Dunn, Director of the Department of Water Resources having issued and served a copy on the parties on September 19, 1984, a Proposed Memorandum Decision and Order in the above-captioned matter, pursuant to Idaho Code, Section 67-5211; and,

WHEREAS, more than fifteen days have passed since the service of the Proposed Memorandum Decision and Order; and,

WHEREAS, no exceptions to that Proposed Memorandum Decision and Order have been received;

IT IS, THEREFORE, HEREBY ORDERED that said Proposed Memorandum Decision and Order be adopted and issued as the Final Decision and Order and proof of construction of works and application of water to a beneficial use shall be submitted on or before October 1, 1985.

Dated this 29th day of October, 1984.


A. KENNETH DUNN
Director

MICROFILMED

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL	)	PROPOSED
OF APPLICATION FOR PERMIT NO. 74-7231 IN	)	MEMORANDUM DECISION
THE NAME OF HENRY E. SCHAFFNER	)	AND ORDER

On December 12, 1983, Henry E. Schaffner filed with the Department of Water Resources (IDWR) Application No. 74-7231 for a permit to appropriate 4.50 cubic feet per second of water from the West Fork Sandy Creek tributary to the Lemhi River. This water would be diverted in the SE1/4NW1/4, Sec. 4, Twp. 20N, Rge. 24E, B.M. and on a year-round basis, and would be used for the generation of 287 kilowatts of power in the SE1/4SE1/4, Sec. 7, Twp. 20N, Rge. 24E, B.M.

Notice of this application was published in the Recorder-Herald, Salmon, Idaho on March 8 and 15, 1984 and subsequently was protested on March 26, 1984 by James C. Herndon, attorney for Charles David Freel.

On June 22, 1984 in Salmon, Idaho, the Department of Water Resources conducted a hearing to consider the protest against granting this application. The applicant was present and represented by Sherman Furey, Jr., Attorney at Law. The protestant, David Freel, was present and represented by James Herndon, Attorney at Law. The primary issues raised by the protestant were:

- 1) Continuous diversion of water through the proposed pipeline would adversely affect his rights by depleting the flow of springs he relies on in the operation of his ranch.
- 2) There is not sufficient water to generate the amount of power proposed.
- 3) The project is not economically feasible and, therefore, speculative.

The applicant is planning to divert the water he is entitled to use for irrigation into a pipeline. The applicant is requesting by this application, permission to use his irrigation water to generate power before it is distributed to his fields for irrigation and to also divert that same amount of water during the non-irrigation season for power generation. His water right for irrigation allows him to divert water for irrigation at an upper and a lower point which is located about one and one-quarter miles apart. The spring of the

Handwritten signature

protestant is located about one and five-eighths miles below the applicant's upper point of diversion. The applicant has every year during times of low stream flow diverted all of the water of the West Fork of Sandy Creek at the upper point of diversion.

There is little doubt that to improve efficiency of his system, the applicant could install a pipeline from his diversion point and use the water for irrigation during the irrigation season. The installation of a generator in the pipeline would cause no change at all from the use strictly for irrigation. Therefore, the question is will the diversion of the water during the winter months cause a decrease in the flow of the protestant's spring? The protestant stated that he has no objection to the project if it doesn't affect his spring. Based on testimony at the hearing and his understanding of the law, the hearing officer proposes the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

1) The applicant is the holder of water rights on the West Fork of Sandy Creek entitling him to 5.30 cubic feet per second (265 miner's inches). Traditionally, this water has been diverted at two points in the SE1/4NW1/4, SW1/4SW1/4, Sec. 4, Twp. 20N, Rge. 24E, B.M. until low flow occurs and all of the flow of West Fork of Sandy Creek is diverted at the upper point in the SE1/4NW1/4.

2) To eliminate transmission losses and increase irrigation efficiency, the applicant is converting to a gravity flow, sprinkler irrigation system. This system will allow the applicant to irrigate entirely from his upper diversion in the SE1/4NW1/4, Sec. 4, Twp. 20N, Rge. 24E.

3) The applicant proposes to incorporate an electrical generator partially as a pressure release mechanism in the mainline of the gravity flow irrigation system as well as for the generation of electrical power. Water diverted for irrigation between March 15 and November 15 will hereafter also be used for power generation. Diversion exclusively for power generation would occur from November 16 to March 14.

4) During the winter, it has been the custom of the applicant along with other water users on the West Fork Sandy Creek to divert water from the natural channel to encourage the formation of ice caps. The ice caps formed by the applicant were formed mostly by water diverted at the upper point.

5) During the winter, flows of 1.60 cubic feet per second to 2.0 cubic feet per second have been observed in the West Fork of Sandy Creek and 12.0 to

14.0 cubic feet per second during the spring runoff.

6) The Lemhi River decree, Civil No. 4948 in the Seventh Judicial District, contains the following Conclusion of Law No. 6:

The normal irrigation season in the Lemhi Basin is from March 15 to November 15 of each year. The practice of diverting water during the pre-irrigation and post irrigation season as well as diverting the so called "high waters or flood waters" in addition to the quantified rights as described in the recommended decree of water rights (and future rights that may be established pursuant to statutory procedures) is allowed provided:

(a) the waters so diverted are applied to beneficial use.

(b) the existing quantified rights (including future appropriations of water) are first satisfied.

7) The applicant has submitted an application to the Federal Energy Regulatory Commission for authorization to construct an in-conduit generating project. He has also secured agreements for the financing of the project.

8) The project was determined to be feasible with an average annual flow of 3.0 cfs.

9) The water diverted at the upper point of diversion after being used, does not return to the West Fork of Sandy Creek due to the topography of the land.

10) No studies have been conducted to determine the origin of the ground water recharge creating the protestant's spring in the NE1/4SE1/4, Sec. 8, Twp. 20N, Rge. 24 E, B.M. Uncontradicted testimony indicates this spring has never ceased flowing even during the drought period of the 1930's when the West Fork of Sandy Creek was dry.

CONCLUSIONS OF LAW

1) There is sufficient water available to generate electrical power.

2) The diversion of water into the pipeline during the winter will reduce the amount of water available to form ice caps. However, the use of water to form ice caps does not establish a water right. Further, the water supplied by the melting ice caps formed by diverting water at the upper point would not, due to the topography of the land, be tributary to the protestant's spring.

3) No adverse effects to the protestant's spring can be expected to

occur from the diversion of water pursuant to application for Permit No. 74-7231.

4) The application was not filed for delay or speculation.

5) The applicant has the financial resources available to complete the project.

6) The applicant is entitled to an approved permit.

ORDER

Application for Permit No. 74-7231 is hereby APPROVED subject to the following conditions:

1) Diversion of water under this permit is subject to all prior water rights.

2) The permit holder shall commence the excavation or construction of diverting works within one year of the date the permit is issued and shall proceed diligently until the project is completed.

3) The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director thirty (30) years from the date of issuance of this permit or the date of FERC approval expiration (if applicable). 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.

4) 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.

5) Use of water under this permit is subject to control by the water-master of State Water District No. 74-G, Sandy Creek.

6) This permit is subject to the provisions of Section 42-205 through 42-210, Idaho Code restricting the sale, transfer, assignment, or mortgage of this permit.

7) The rights for the use of water acquired under this permit shall be junior and subordinate to all other 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 permit 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 permit.

8) Proof of construction of works and application of water to beneficial use shall be submitted on or before the date specified on the final

decision which will be approximately one year after the issuance of the final decision.

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

Dated this 19 day of September, 1984.


BOBBY D. FLEENOR
Hearing Officer

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Henry E. Schaffner Phone (208) 756-3976

Post office address Rt 1 Box 33 Salmon, ID 83467

2. Source of water supply West Fork, Sandy Creek which is a tributary of Lemhi River

3. Location of point of diversion is SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 4 Township 20N

Range 24E B.M. Lemhi County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 4.5 CFS for generating purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated:

a. 4.5 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Headgate, wier, burried plastic pipe,
steel pipe above ground.

b. Height of storage dam NONE 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 1 yr years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation: (location of generator)
(1) Give the place of use of water: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 7 Township 20N
Range 24E B.M.

(2) Amount of power to be generated: 287 Kw horsepower under 1000 feet of head.

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

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

(5) If water is to be used for other purposes describe: _____

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

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

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. NONE

9. a. Who owns the property at the point of diversion BLM

b. Who owns the land to be irrigated or place of use Schaffner Ranch, Henry E. Schaffner

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks _____

Phone: Henry E. Schaffner (208) 756-3976

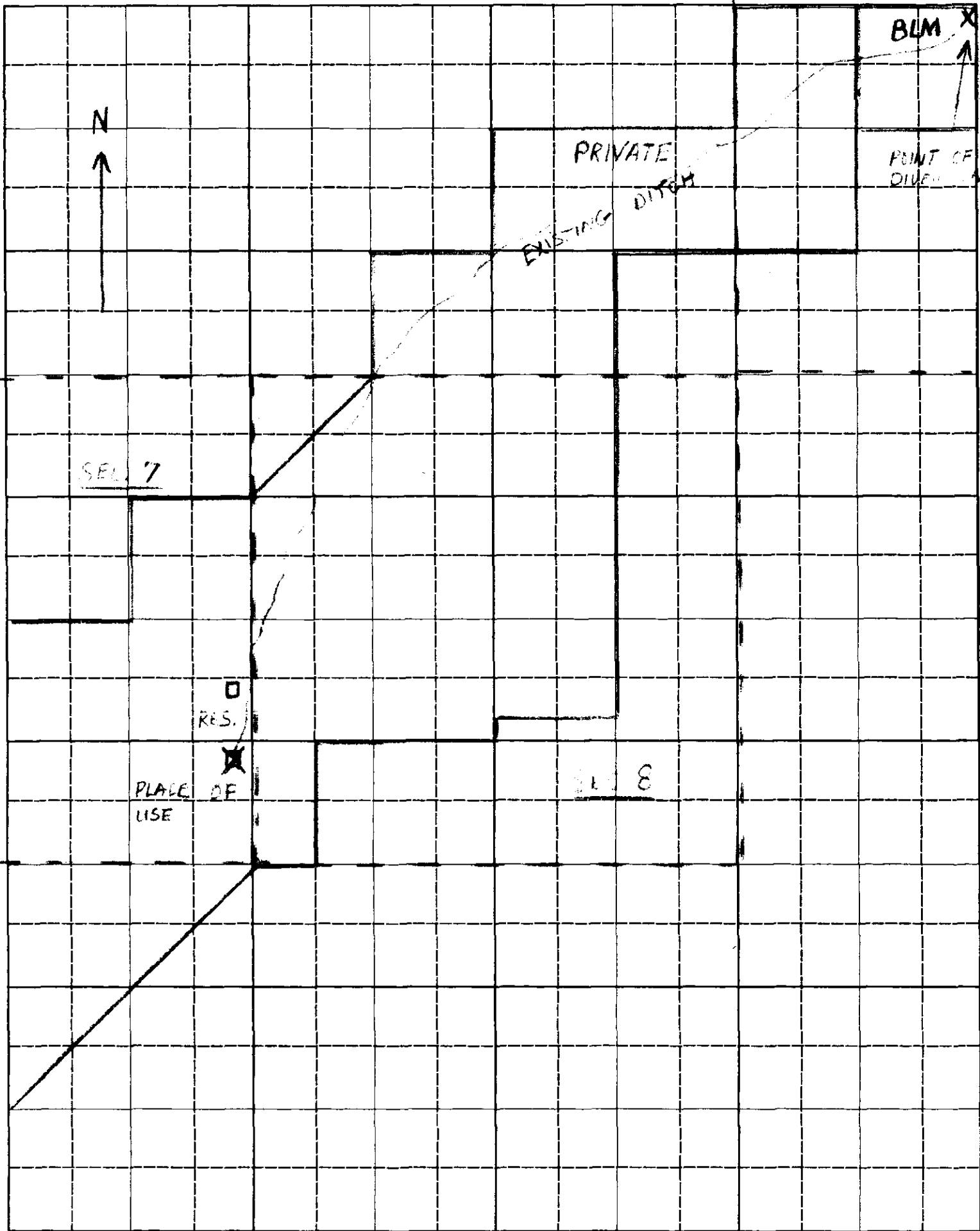
Wife (work) (208) 756-3278

T20N

R12E

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

ST 4



Scale: 1 inch = 1320 feet

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.

Henry E. Schaffer
(Applicant)
WITNESSED

Priority date: 12-12-1983

MICROFILMED

Received by CW Date 12-12-83 Time 4:30p
Preliminary check by GFR Fee \$ 125.00
Receipted by BP Date 12/12/83 # 29766
Publication prepared by BP Date 2/29/84
Published in Recorder Herald
Publication dates 3/8 & 3/15/84
Publication approved BP Date 3/19/84
Protests filed by: Charles Freel

Copies of protests forwarded by _____ CW
Hearing held by _____ Date _____
Recommended for approval denial by _____

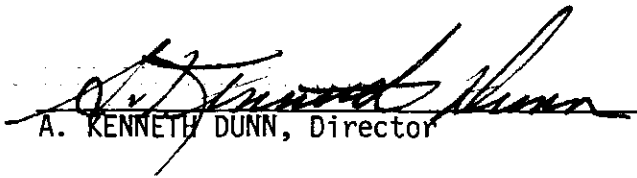
ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 74-7231, 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 October 1, 19 85.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: PURSUANT TO PROPOSED MEMORANDUM DECISION AND ORDER AND ORDER ADOPTING PROPOSED MEMORANDUM DECISION AND ORDER.

Dated this 29th day of October, 1984.


A. KENNETH DUNN, Director

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL
OF APPLICATION FOR PERMIT NO. 74-7231 IN
THE NAME OF HENRY E. SCHAFFNER

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this the 31st day of October, 1984, a true and correct copy of the foregoing ORDER ADOPTING PROPOSED MEMORANDUM DECISION AND ORDER was mailed, postage prepaid to:

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

James C. Herndon
Attorney at Law
P. O. Box 789
Salmon, ID 83467

David Freel
P. O. Box 1070
Salmon, ID 83467

Sherman F. Furey, Jr.
Attorney at Law
116 N. Center
Salmon, ID 83467



RITA I. FLECK
Secretary/Records Manager
Idaho Department of Water Resources

BEFORE THE DIRECTOR OF THE DEPARTMENT
OF WATER RESOURCES OF THE
STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL)	
OF APPLICATION FOR PERMIT NO. 74-7231 IN)	ORDER ISSUING
THE NAME OF HENRY E. SCHAFFNER)	PROPOSED DECISION
_____)	

A. Kenneth Dunn, Director of the Department of Water Resources, having reviewed the attached proposed decision prepared by his appointee, Bobby D. Fleenor, who conducted the hearing or who has read the record in this case, hereby approves the same as a proposal for decision pursuant to Idaho Code, § 67-5211 and orders that said proposed decision and a copy of this order be served upon each of the parties to these proceedings who appeared at the hearing on June 22, 1984, of this matter or upon their attorneys in accordance with Rule 7.3 of the Rules of Practice and Procedure of this Department.

Each party to these proceedings who appeared at the hearing is hereby afforded the opportunity, pursuant to Idaho Code §§ 42-1701A and 67-5211, to file exceptions to the attached proposed decision and to present briefs and oral arguments in accordance with the provisions of this order. Exceptions may not be filed and briefs and oral arguments may not be presented by parties who did not appear at the hearing of this case. If no timely and proper exceptions are received, an order by the Director will be entered adopting and issuing the proposed decision as his final decision.

I.
EXCEPTIONS

A. To be considered by the Director, exceptions must:

1. be received by the Director on or before the 15th day following the day of service of this Order and the proposed decision,
2. specifically identify the portions of the proposed decision to which exceptions are made and specifically state the grounds for those exceptions, and
3. be sent to each of the parties who appeared or their attorneys.

B. Exceptions not in compliance with the above stated requirements will not be considered and will be deemed an acceptance of the proposed decision.

II.
BRIEFS

A. Any briefs in support of exceptions to the proposed decision shall be filed with the Director at the same time that party's exceptions are filed with the Director.

B. Any party desiring to file a brief in response to any exceptions filed by any other party may do so by filing such brief with the Director on or before the 15th day following the last day any exceptions by any other party were served upon that party desiring to respond.

RECEIVED

III.
ORAL ARGUMENTS

A. No oral arguments before the Director on the proposed decision will be held unless specifically requested by a party filing exceptions to the proposed decision and unless that request is filed with the Director concurrently with the filing of that party's exceptions.

B. If oral arguments have been properly requested by a party filing exceptions, any other party, upon reasonable notice to the Director, shall have the right to present oral arguments in response to the exceptions filed.

C. Oral arguments before the Director on exceptions to the proposal for decision shall be heard at the discretion of the Director, pursuant to Idaho Code, § 42-1701A. After all exceptions, briefs and requests for oral arguments have been received, the Director will decide whether to hear oral arguments. If oral arguments are to be heard, the Director will, within a reasonable time, set the case for oral arguments and notify each party of the place, date and hour the oral arguments will take place and of the period of time allocated for the arguments of this case. Unless the Director orders otherwise, all oral arguments shall be heard in Boise, Idaho.

IV.
CERTIFICATION OF SERVICE

A. All exceptions, briefs, requests for oral arguments and other matters filed with the Director in connection with the proposed decision shall be served on all other parties to these proceedings in accordance with Rule 7.2.

V.
FINAL DECISION

A. Following the submission of all exceptions and briefs and oral arguments, if they are heard, the Director shall issue a final decision adopting, modifying or rejecting and replacing the proposed decision. Copies of the decision and order shall be served on all parties.

Dated this 19th day of September, 1984.


A. KENNETH DUNN
Director
Department of Water Resources

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PROTEST AGAINST APPROVAL
OF APPLICATION FOR PERMIT NO. 74-7231 IN
THE NAME OF HENRY E. SCHAFFNER

CERTIFICATE OF MAILING

I HEREBY CERTIFY That on this the 19th day of September, 1984, true and correct copies of the foregoing ORDER ISSUING PROPOSED DECISION and PROPOSED MEMORANDUM DECISION AND ORDER, were mailed postage prepaid to:

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

James C. Herndon
Attorney at Law
P. O. Box 789
Salmon, ID 83467

David Freel
P. O. Box 1070
Salmon, ID 83467

Sherman F. Furey, Jr.
Attorney at Law
116 N. Center
Salmon, ID 83467



RITA I. FLECK
Secretary/Records Manager
Idaho Department of Water Resources

APPROVED

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

RECEIVED

DEC 12 1983

Department of Water Resources
Eastern District Office

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

1. Individual Applicant or Individual Members of a Partnership:

I, Henry E. Schaffner of Salmon,
(name) (city)

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

2. Corporation:

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

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

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

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

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

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

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

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

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

(check one)

☐ Will not utilize existing man-made irrigation facilities such as a dam or a
canal.

☐ Will utilize existing man-made irrigation facilities such as a dam or a canal,
and permission of the owner is documented in an affidavit attached hereto.

☒ Will utilize existing man-made irrigation facilities such as a dam or a canal
and the owner of the facilities is the signee of this affidavit.

State of Idaho)
County of Lemhi) ss.

Henry E. Schaffner
Applicant

On this 9th day of December, 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

Notary Public residing at

Salmon, Idaho

My commission expires:

2/15/86

Affidavit of Publication

STATE OF IDAHO

County of Lemhi

ss.

MAR 16 1984

Department of Water Resources
Eastern District Office

JERRY G. ROSIN

, being first duly sworn, deposes and says that he is one of the printers (publisher) of the RECORDER HERALD, a newspaper published weekly at Salmon, Lemhi County, Idaho, and of general circulation therein.

That the Notice of Application for Water Right 74-7231

a true printed copy of which is attached to the margin hereof, has been and was correctly printed and published in the regular and entire issue of every number of said newspaper and not in any supplement thereof or thereto for 2 consecutive issues, commencing with the issue dated March 8, 1984 and ending with the issue dated March 15, 1984.

Jerry G. Rosin

Subscribed and sworn to before me, this fifteenth

day of March, 1984

Neil Armstrong

Notary Public for the State of Idaho,
Residing at Salmon, Idaho

Publication Fee \$ 15.75

MICROFILMED

ASSIGNMENT OF CONTRACTS AND PERMITS

RECEIVED

DEC 1 1994

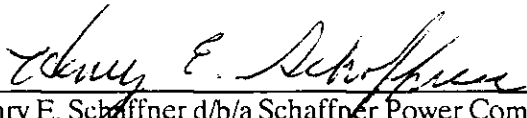
Department of Water Resources

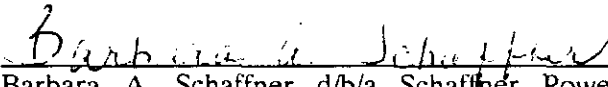
KNOW ALL MEN BY THESE PRESENTS:

That HENRY E. SCHAFFNER and BARBARA A. SCHAFFNER d/b/a Schaffner Power Company, Schaffner Hydroelectric Project and Schaffner Ranch Hydroelectric Project (the "Original Borrower"), for and in consideration of the sum of Ten Dollars (\$10.00) paid by LEMHI HYDROPOWER COMPANY (the "Acquiring Borrower"), the receipt whereof is hereby acknowledged, has bargained, sold, assigned, conveyed and transferred, and by these presents does bargain, sell, assign, convey and transfer unto said Acquiring Borrower, without warranty of any kind, any and all personal property, tangible or intangible, of every kind and description, "WHERE IS, AS IS," now owned by Original Borrower and located upon real property and improvements known, among other names, as the Schaffner Ranch Hydro Plant, in Lemhi County, State of Idaho, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Without limiting the generality of the transfer and conveyance made herein, certain items of personal property to be transferred and conveyed pursuant to this Assignment are enumerated on the attached Exhibit "B".

EXECUTED this 11th day of December, 1993.

"Original Borrower"


Henry E. Schaffner d/b/a Schaffner Power Company, Schaffner
Hydroelectric Project and Schaffner Ranch Hydroelectric
Project


Barbara A. Schaffner d/b/a Schaffner Power Company,
Schaffner Hydroelectric Project and Schaffner Ranch
Hydroelectric Project

STATE OF IDAHO, COUNTY OF LEMHI

On this 27th day of December, 1993, before me, a
notary public in and for said State, personally appeared
BARBARA A. SCHAFFNER known to me to be the person whose
name is subscribed to the within instrument and acknowledged
to me that she executed the same.

A handwritten signature, likely of the notary public, is written over a horizontal line. The signature is cursive and somewhat stylized, with a large initial 'S' or 'B'.

Residing at Salmon, Idaho
Comm. Expires 12-14-1997

STATE OF IDAHO, COUNTY OF LEMHI

On this 27th day of December, 1993, before me, a
notary public in and for said State, personally appeared
HENRY E. SCHAFFNER known to me to be the person whose
name is subscribed to the within instrument, and acknowledged
to me that he executed the same.

A handwritten signature, likely of the notary public, is written over a horizontal line. The signature is stylized and appears to be "Steve R. M. H."

Residing at Salmon, Idaho

Comm. Expires 12-14-1997

EXHIBIT "A"

Legal Description

Real property situate in Lemhi County, State of Idaho, and more particularly described as follows:

PARCEL I: (FEE SIMPLE)

A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T. 20 N., R. 24 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 7, a distance of 506.02 feet on a bearing of N. 89 degrees 33'40" W., along the section line; thence N. 0 degrees 26'20" E., 1072.81 feet to the real point of beginning.

Thence N. 14 degrees 20' 21" E., 208.71 feet;
Thence N. 75 degrees 39' 39" W., 208.71 feet;
Thence S. 14 degrees 20' 21" W., 208.71 feet;
Thence S. 75 degrees 39' 39" E., 208.71 feet to the real point of beginning.

PARCEL II: (SCHAFFNER RANCH EASEMENT)

A 20-foot wide easement for ingress and egress from Generator site to County Road, more particularly described as follows:

Commencing at the Southeast corner of said Section 7, T. 20 N., R. 24 E., B.M., Lemhi County, Idaho, a distance of 506.02 feet on a bearing of N. 89 degrees 33' 40" W. along the section line; thence N. 0 degrees 26' 20" E., 1072.81 feet; thence N. 14 degrees 20' 21" E. 198.71 feet to the real point of beginning.

Thence 10 feet on each side of the following described centerline.

S. 75 degrees 39' 39" E., 79.44 feet;

N. 41 degrees 36'45" E., 549.61 feet to a point in the center of an existing road;

S. 62 degrees 50' 20" E., 703.08 feet to a point 10 feet North of the Northwest Corner of the El Ranchettes Subdivisions as recorded in the Lemhi County Courthouse September 22, 1983, as Instrument No. 169177;

S. 88 degrees 48' 18" E., 2010.00 feet along a line parallel to the North Boundary of said subdivision to a point on the Sandy Creek County Road.

PARCEL III: (SCHAFFNER RANCH RIGHT-OF-WAY) BURIED PIPELINE

A 50 foot right-of-way for installation and maintenance of a buried pipeline, more particularly described as follows:

A parcel of land located in Sections 4, 5, 7 and 8, T. 20 N., R. 24 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 4 a distance of 1338.03 feet on a bearing of N. 63 degrees 52' 28" E., to a point on the east boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4, and being the real point of beginning.

Thence 25 feet on each side of the following described centerline; (excepting that area where the right-of-way decreases to a minimum of 5.53 feet on the Southeasterly side of the centerline located at the Northwest Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 and which does not encroach upon adjacent property)

S. 52 degrees 07' 19" W., 715.45 feet;

S. 45 degrees 05' 22" W., 184.22 feet;

S. 55 degrees 41' 29" W., 572.58 feet;

S. 53 degrees 24' 33" W., 796.57 feet;

S. 53 degrees 41' 28" W., 847.20 feet;

S. 40 degrees 05' 09" W., 7037.26 feet to a point on the North end of the Generator Pad; said point bears N. 23 degrees 04' 15" W., 1358.54 feet from the Southeast corner of Section 7.

PARCEL IV: (SCHAFFNER RANCH RIGHT-OF-WAY) OVERHEAD POWER LINE

A 50 foot right-of-way for installation and maintenance of a powerline, more particularly described as follows:

A parcel of land located in Section 7 and 18, T. 20 N., R. 24 E., Section 13, T. 20 N., R. 23 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 13, a distance of 2455.61 feet on a bearing of S. 86 degrees 47' 14" W., thence N. 0 degrees 41' 00" W., 1446.64 feet to a point on the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13 and being the real point of beginning.

Thence 25 feet on each side of the following described centerline (excepting that area where the right-of-way decreases to a minimum of 9.40 feet on the Southerly side of the centerline at the Southwest Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13 and a minimum of 5.00 feet on the Southerly side of the centerline at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, and which does not encroach upon adjacent property):

N. 0 degrees 41' 00" W., 572.80 feet;

N. 54 degrees 09' 46" E., 1281.85 feet;

N. 88 degrees 39' 41" E., 1385.19 feet;

N. 0 degrees 17' 02" E., 1288.25 feet;

N. 89 degrees 40' 33" E., 2910.21 feet;

N. 16 degrees 35' 13" E., 1922.23 feet

N. 53 degrees 53' 36" E., 1244.52 feet;

S. 71 degrees 21' 30" E., 89.49 feet to a point on the West end of a 30 foot by 50 foot power pad, which bears N. 23 degrees 44' 30" W., 1410.45 feet from the Southeast Corner of Section 7.

PARCEL V: (BLM RIGHT-OF-WAY AND RIGHT-OF-USE) BURIED PIPELINE

A right-of-way for construction, operation, maintenance and use of a wing shaped concrete diversion structure, diversion ditch, settling pond and pipeline more particularly described as follows:

A parcel of land located in U.S. Government Lot 3, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 4, T. 20 N., R. 24 E., B.M., Lemhi County, Idaho more particularly described as follows:

Commencing at the West Quarter Corner of said Section 4, a distance of 1338.03 feet on a bearing of N. 63 degrees 52' 28" E., to a point on the East boundary of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4, and being the real point of beginning.

Thence 15 feet on each side of the following described centerline:

N. 52 degrees 07' 19" E., 284.78 feet;
N. 44 degrees 21' 30" E., 252.99 feet;
N. 55 degrees 30' 32" E., 603.64 feet;
N. 57 degrees 35' 55" E., 156.90 feet to a point in the center of the intake structure; said point bears S. 5 degrees 30' 59" E., 1275.81 feet from the North Quarter Corner of said Section 4.

Also an additional 20 feet on either side of said 30 foot right-of-way as a temporary work area to allow for cutting, backfilling and grading.

PARCEL VI: (BOWMAN RIGHT-OF-WAY EASEMENT) BOWMAN POWERLINE

A 50 foot right-of-way easement for construction installation, repair, and maintenance for a power line, electrical substation and other reasonable equipment, more particularly described as follows:

A parcel of land located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13, and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, T. 20 N., R. 23 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 13, a distance of 2455.61 feet on a bearing of S. 86 degrees 47' 14" W., to a point on the North end of a 25 foot by 25 foot power substation pad and being the real point of beginning.

Thence 25 feet on each side of the following described centerline:

N. 0 degrees 41' 00" W., 1446.64 feet to a point on the North boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 13; said point bears S. 89 degrees 50' 07" W., 1150.53 feet from the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$.

PARCEL VII: (LEMHI COUNTY EASEMENT AND RIGHT-OF-WAY)

A 50 foot easement and right-of-way for construction and maintenance of an electric power line, more particularly described as follows:

A parcel of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13, T. 20 N., R. 23 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of Section 13 a distance of 2455.61 feet on a bearing of S. 86 degrees 47' 14" W., to a point on the North end of a 25 foot by 25 foot power substation pad; thence N. 0 degrees 41' 00" W., 2019.44 feet to the real point of beginning.

Thence 25 feet on each side of the following described centerline:

N. 54 degrees 09' 46" E., 1281.85 feet, along the powerline.

G:\SGSB\569\3\LEGAL\122193

Exhibit "B"

1. Order Granting Application For Certification As A Qualifying Small Power Production Facility, Docket No. QF85-282-000 issued by the Federal Energy Regulatory Commission ("FERC"), United States of America, on April 29, 1985.

2. Order Granting Exemption From Licensing For A Conduit Hydroelectric Project, issued by FERC, February 6, 1985, and Order Denying Appeal dated September 20, 1985. This item and item 1 above are jointly referred to as the "FERC License."

3. Water Right License No. 74-7231 in favor of Henry E. Schaffner dated December 21, 1988 from the Department of Water Resources, State of Idaho.

4. Letter from U.S. Army Corps of Engineers dated June 5, 1984 from James C. Fellows to Original Borrower stating a \$404 permit is not required to the Project.

5. Idaho Department of Fish and Game letter dated June 24, 1984 to the Secretary of FERC, and letter dated December 18, 1984 to Original Borrower, and Ted S. Sorenson, P.A. letter dated April 21, 1986 to Mont Gates of UniWest Business Credit attesting to the United States and the Idaho Fish and Game requirements.

6. Idaho Department of Health and Welfare dated December 20, 1984 to the Secretary of FERC.

7. U.S. Bureau of Land Management ("BuRec") letter dated April 9, 1984 to Original Borrower.

8. Idaho Department of Parks and Recreation letter dated June 18, 1984 to Original Borrower.

9. Idaho State Historical Society letter dated June 21, 1984 to Original Borrower.

10. USDA/ASCS Lemhi County Committee letter dated September 30, 1985 to Original Borrower.

11. Firm Energy Sales Agreement dated December 20, 1985, between Original Borrower and Idaho Power Company.

12. Idaho Public Utilities Commission letter dated February 7, 1986 approving Idaho Power Company Power Sales Agreement with Original Borrower.

13. Agreement for Engineering Services dated August 16, 1985 between Original Borrower and SORENSON, P.A.

14. Quotation for the sale and installation of one-450 MM Single Jet Pelton Turbine No. 16608T, dated September 23, 1985 from Gordon Gilkes & Gordon Ltd and all related agreements, correspondence and documents.

15. All trademarks, trade names, logos or design identification to include without

limitation "Schaffner Power Company," "Schaffner Hydroelectric Project," or Schaffner Ranch Hydroelectric Project."

16. Plans and specifications for the construction or modification of the Project.

17. All zoning, conditional use and subdivision development specifications, filings and approvals, and all other permits licenses, approvals, consents and certificates obtained or held in connection with the Property or Original Borrower's ownership thereof.

18. All documents, agreements, correspondence, surveys, studies, architectural renderings, maps, diagrams, water rights, water stock, licenses, permits, approvals, orders, contract rights, rights, interests, property, service contracts for the equipment in the Project, and benefits arising out of or which exist in connection with any of the foregoing.

19. All water rights, water contracts, and other rights, benefits and privileges pertaining to the said hydropower project.

Law Offices of
IMHOFF & LYNCH

1607 West Jefferson
P. O. Box 739
Boise, Idaho 83701

Telephone (208) 336-6900

Facsimile (208) 336-7031

Joseph M. Imhoff, Jr.
of Counsel

Chris A. Mohlman
Office Manager

James B. Lynch
Michael W. Moore
Patrick D. Furey
Charles R. Clark
Thomas P. Baskin, III
Ronald L. Williams*
Paige A. Parker
Kirtlan G. Naylor
John K. Simpson
Lawrence G. Smith
*Also Admitted in Oregon

August 1, 1991

RECEIVED
AUG 02 1991

Gary Spackman
Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706-2237

Department of Water Resources

Re: Water Rights on Sandy Creek, a Tributary of the Lemhi River

Dear Mr. Spackman:

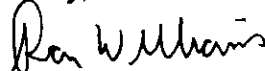
I am representing a client who is investigating acquiring the Schaffner Ranch on Sandy Creek, a tributary of the Lemhi River. With respect to his potential acquisition of this ranch, could you please provide the following information to me:

1. The computer printouts for all of the water rights for Sandy Creek and Pratt Creek, tributaries of the Lemhi River;
2. All claims for water rights on both Sandy Creek and Pratt Creek which were filed in the Snake River adjudication proceeding;
3. A copy of the entire file with respect to the Schaffner hydroelectric project and Water Permit No. 74-7231.

Please bill me for any photocopying or other expenses that may be associated with this request for information. Please directly contact my secretary, Linda Blessinger, should there be any problems associated with this request, or if you should need payment of photocopying charges prior to providing this information to me, as I will be out of my office for the next few days.

Thank you for your consideration in this matter.

Sincerely,



RONALD L. WILLIAMS

RLW:lb

cc: Nelson E. Wert, DMV
Danny Cafferty
Robert Mooney

Gary Spackman
Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706-2237

February 2, 1989

HENRY E. SCHAFFNER
RT. 1 BOX 33
SALMON, ID 83467

RE: PERMIT NO. 74-07231

Dear Permit Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved application for amendment.

Should you have any questions regarding these documents, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

MICROFILMED

FEB 09 1989

March 16, 1988

HENRY E. SCHAFFNER
RT. 1 BOX 33
SALMON, ID 83467

RE: Permit No. 74-7231

Dear Permit Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to correspond with the findings of the Department's field examiner.

The enclosed application for amendment contains information that will be included on the license when it is issued. Please review carefully and if you concur, sign the amendment and return with the \$20.00 filing fee within 30 days.

If you do not concur with these findings or if you have any questions, please contact us within the 30-day period.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

MICROFILMED

FEB 09 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

Permit No. _____

1. Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

b) Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____
 $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____
 $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

c) Volume Calculations for Other Uses:

2. Overlap Review

- a) Other water rights with same place of use: 74-0408, 74-0409, 74-7088,
74-0430 - all irrig. rights; no overlap
- b) Other water rights with same point of diversion: 74-0203, 74-0204, 74-7088
all irrig. rights - no overlap.
- c) Analysis:

MICROFILMED
FEB 09 1989

pd. \$5.00.
proof fee

RECOMMENDED AMOUNTS

30 day
P/D

3.	Permit No.	Priority	Amount	App. Date	Date Proof Submitted	System Capacity
	74-7231	12-12-1983	4.5 cfs	12-12-1983	8-29-1986	5.0 cfs

4. Permit Holder: Henry E. Schaffner

Address: Rt. 1, Box 33, Salmon, ID 83467

5. Source: Sandy Creek, West Fork tributary to Lemhi River

6. Beneficial Use	Period of Use From To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
<u>Power</u>	<u>1-1 12-31</u>	<u>4.5 cfs</u>	<u>3257.9 AFA</u>

Allowable Maximums: 4.5 cfs 3257.9 AFA

7. Point(s) of Diversion:

No.	Govt. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County
	<u>2</u>		<u>NW</u>	<u>NE</u>	<u>4</u>	<u>20N</u>	<u>24E</u>	<u>Lemhi</u>

8. Place(s) of Use ☒

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>20N</u>	<u>24E</u>	<u>7</u>																<u>X</u>	
Total Acres _____																			

9. Recommended Conditions/Remarks:

R39
R04 (74-G, Sandy Ck.)
R08 R20 R23

NOTE → send cc of all corresp. to: Wallace O. Felsted, Attorney,
330 South 3rd East, Salt Lake City, UT 84111

10. Recommended Amendments

☒ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

MICROFILMED

FEB 09 1989

11. Examiner's Signature _____

Date _____

Checked in Regional Office by _____

Date _____

Approved in State Office by K. Walker

Date 2-29-88

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 74-7231

1. Owner: HENRY E. SCHAFFNER Phone No. 756-3976

Current Address: Rt 1 Box 33 Salmon, Id. 83467

2. Accompanied by: SAME EXAM. DATE: 28 APRIL 1987

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: WEST FORK SANDY CREEK tributary to LEMMI RIVER

B. OVERLAP REVIEW

1. Other water rights with same place of use: N/A

☐ Copies Attached

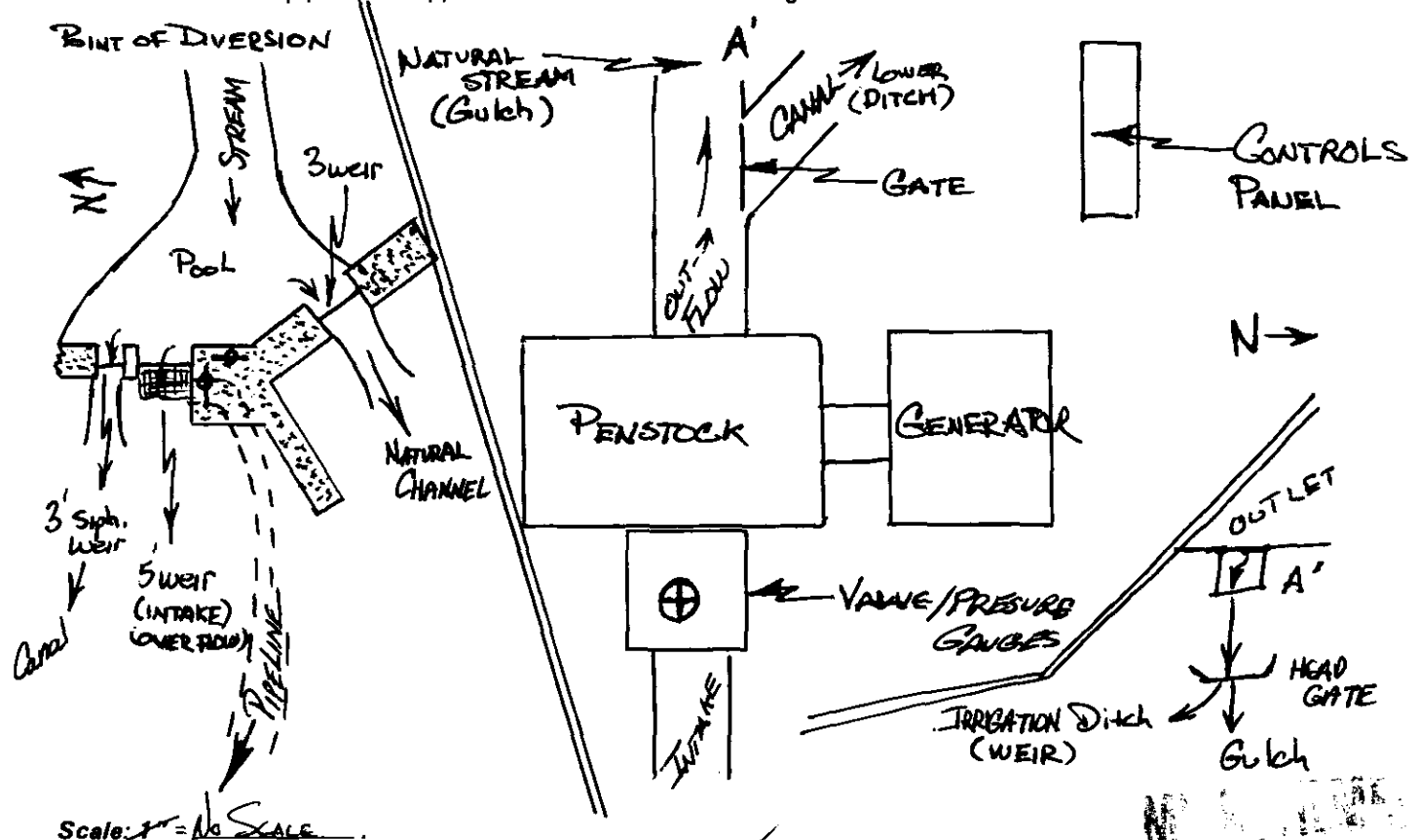
2. Other water rights with same point of diversion: 74-7088 / 0480

☐ 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



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

☒ Photo of Diversion and System Attached

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

☒ Aerial Photo Attached (required for irrigation of 10 acres or more).

System Description (continued)

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

PUMP STOCK: MAKE - GILKES - RATINGS FROM MANUFACTURER
58300 DATE 1986 NET HEAD = 1204.5
OUTPUT = 573 BHP
FLOW = 30 C.F.S.
SPEED = 1800 RPM
GENERATOR: "SIEMENS-ALLIS" RATINGS: KW = 450 VOLTS = 430
INDUCTION GENERATOR AMPS = 618 Hertz = 60
15364-51688-1-1/16/116 RPM = 1815

☐ See Remarks on page 4 for continuation

4.

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

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	2		NW	NE	4	20N	24E	LEMMI	OTHO PHOTO, PLATE MAP

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
20N	24E	7																	
20N	24E	7																P	

$$Efficiency = \frac{P(11.8)}{QH} = \frac{375}{4.58 \times 1200} = 120\% - \text{appears system is using more than permitted amt. AWD}$$

Do not use this space

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:

AC
 SYSTEM PRODUCING @ EXAM: 500 AMP; 375 AC kilowatts; 465 volts.
 OPERATING HOURS - 6204; 1200' of Head

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

~~5.0 cfs~~ System designed for max 5.0 cfs.
~~5.0 cfs~~ Limited by permit 4.5 cfs.

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:

$(4.5 \text{ cfs})(1.9835)(365 \text{ days}) = 3257.9 \text{ AFA}$

H. REMARKS AND OVERLAP REVIEW ANALYSIS

THE HEADGATE AT POINT OF DIVERSION ALLOWS WATER TO PASS INTO 3 SYSTEMS. A 5' WEIR ALLOWS WATER TO FALL ACROSS A SCREEN TO FILTER SEDIMENTS GOING INTO HYDRO PIPE LINE. A 2' SCREW GATE IN HEAD WALL PASSES UNFILTERED WATER TO PIPELINE PURDING WATER. A 3' WEIR ALLOWS WATER INTO NATURAL CHANNEL TO FILL DOWN-STREAM RIGHTS. A SECOND 3' WEIR CHANNELS WATER INTO THE "UPPER DITCH" TO FILL OTHER HISTORICAL RTS. EXCESS WATER, FROM PIPELINE INTAKE, FLOWS INTO THIS CANAL. BOTH COMBINED FLOWS ARE MEASURED OVER A 4' WEIR APPROX. 300 YDS DOWN STREAM. (SEE SKETCHES & PHOTOS.)

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion	Annual Volume
	From	To	Q (cfs)	V (afa)
HYDRO POWER	1/1	12/31	4.5 cfs	3257.9 AFA
Totals:			45 cfs	3257.9 AFA

2. Recommended Amendments

- ☒ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

J. AUTHENTICATION

Field Examiner's Name

ERIC S. VERNER / ERNEST CARLSON

Signature

[Signature]

Certification Date

20 May 1987

Field Report Preparation Date

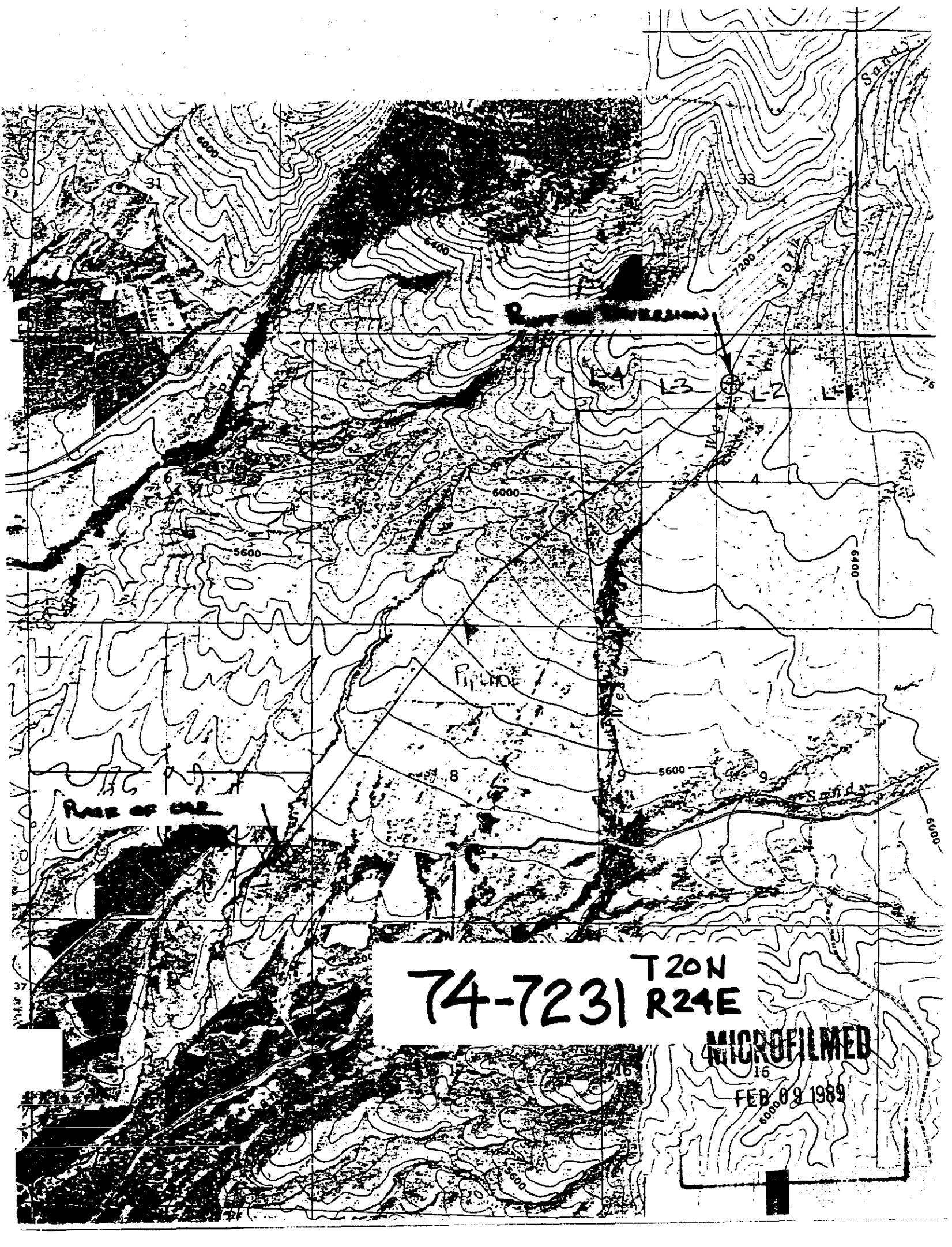
8 MAY, 1987

Joren H. McCormick
5-20-87

CONSULTANT SEAL

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

NOTED
MAY 20 1987



74-7231 T20N R24E

MICROFILMED

FEB 09 1989

Point of Diversion

WGR ON UPPER DITCH

Private

54
89

74-7231

T20N
R24E

Place of Use

NOTIFIED

FEB 09 1969



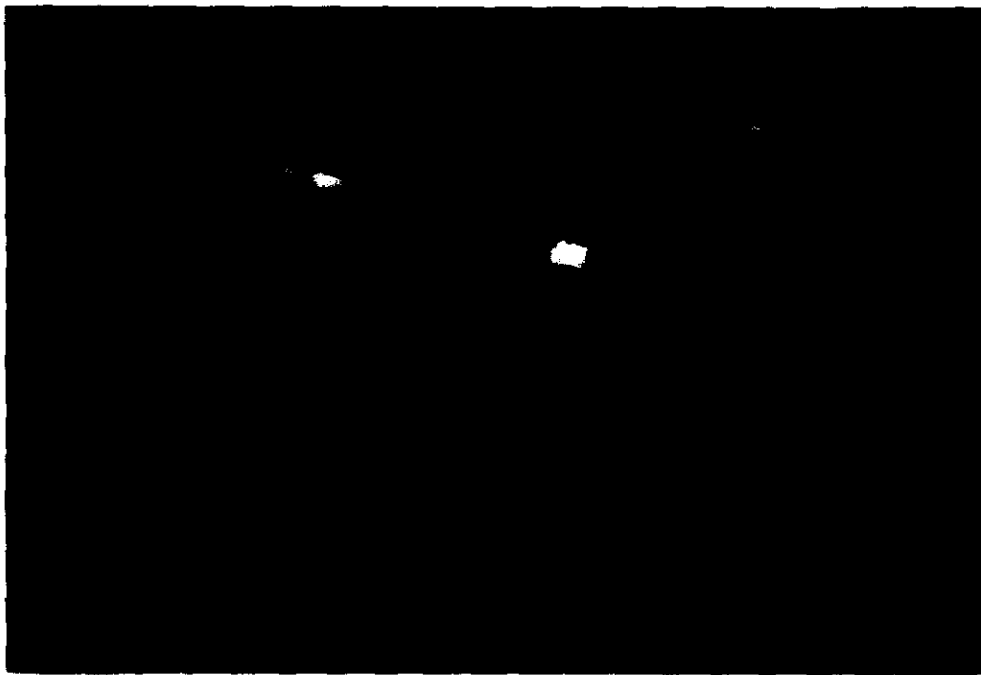
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

POU →



WEST FORK
SANDY CREEK

74-7231

MICROFILMED

FEB 09 1989



STATE OF IDAHO

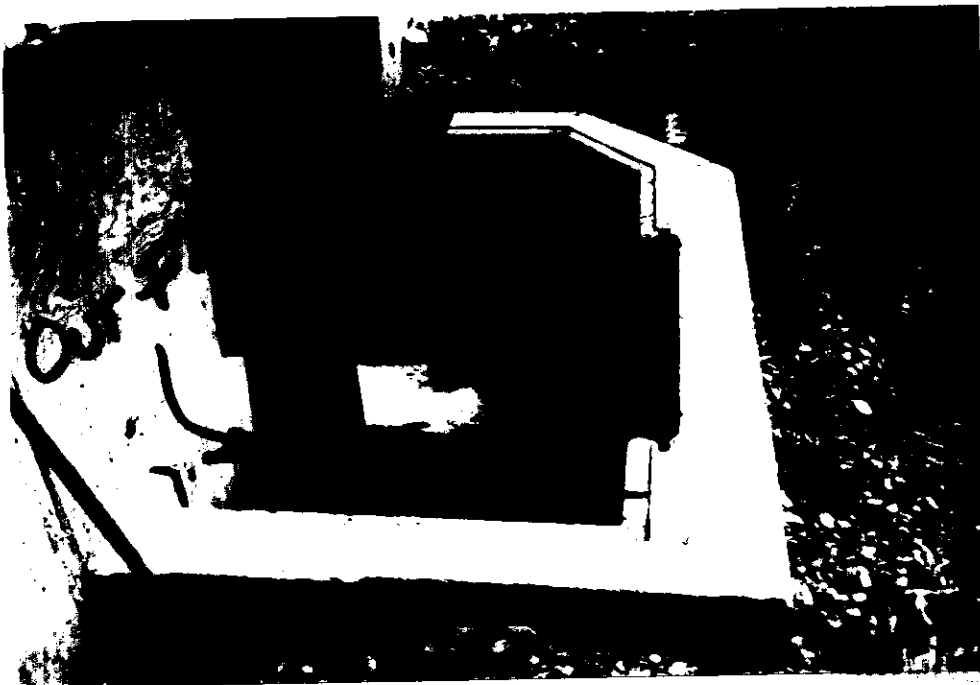
DEPARTMENT OF WATER RESOURCES

EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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



ED

74-7231

FEB 09 1989



John V. Evans
Governor

A. Kenneth Dunn
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

UPPER CANAL
MEASURING DEVICES

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



To
Power
House



PROFILMED

89

74-7231



STATE OF IDAHO

14-7231

DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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



1800000000
FEB 09 1989



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EASTERN REGION

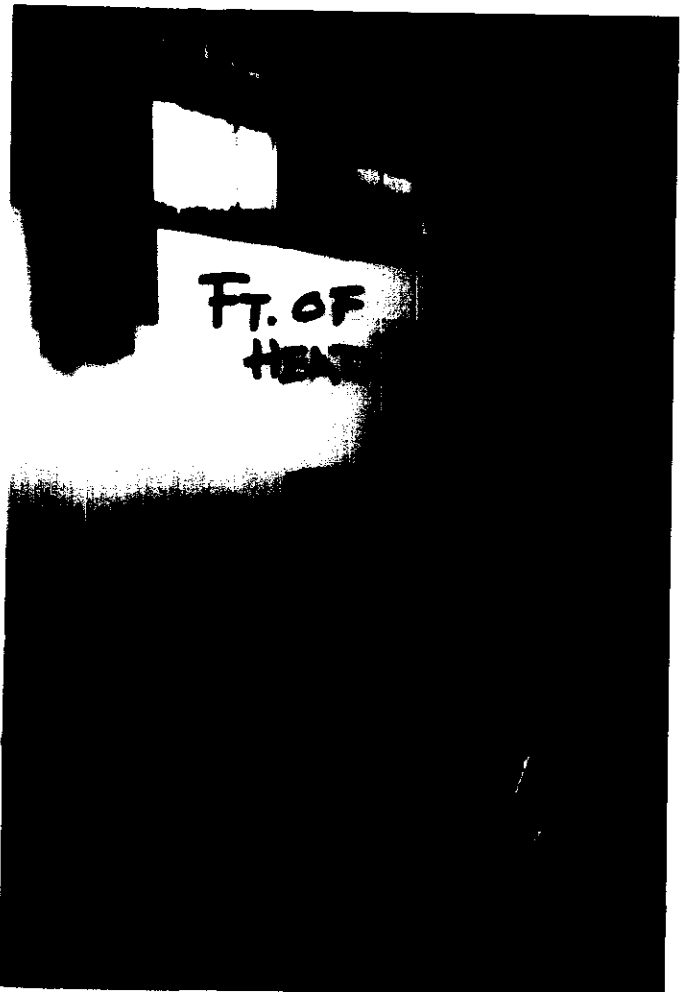
John V. Evans
Governor

A. Kenneth Dunn
Director

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



CONTROL
PANEL.



MICROFILMED

File # 1589

74-7231

INTAKE



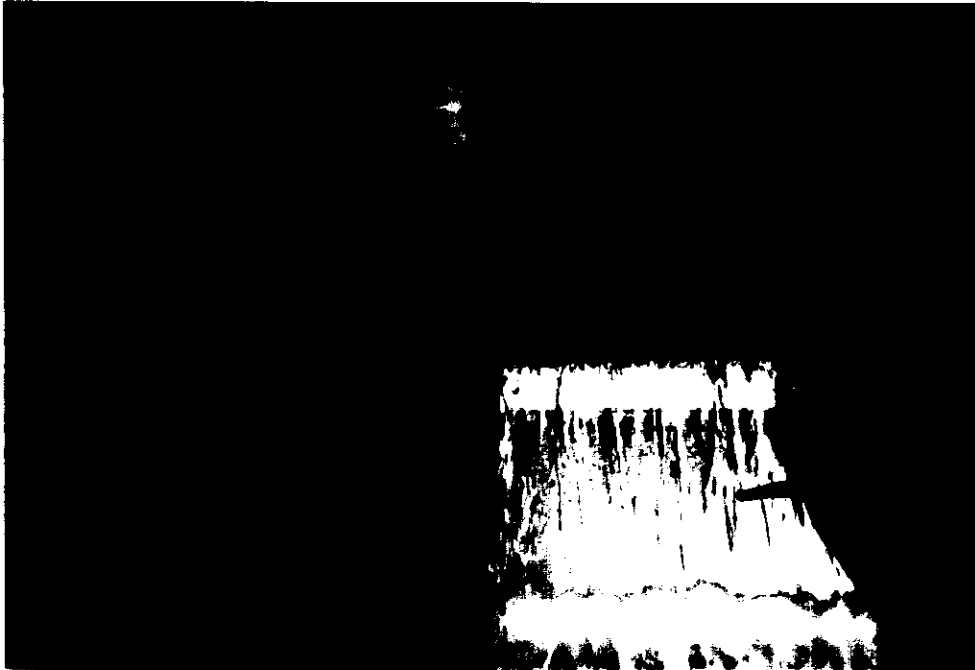
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

HEADGATES

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



SCREEN
To Pipeline



TO:
NATURAL
CHANNEL

FILMED

1989

74-7231

20N	23E	36	NEWM	01	91	0	04-01-1898 HAYNES CREEK	LOOK SHOOK
			NASH	01	74-7041	P	02-20-1974 HAYNES CREEK	SHOOK SHOOK
20N	24E	02	SASH	20	74-7232	P	04-03-1904 SANDY CREEK	REAGLE CARPENT MC CONNERY
		03	SENM	04	74-1471	0	06-23-1967 SPRINGS	U.S. DEPT. OF INTERIOR
		04	NARE	01	74-0203	0	06-01-1894 SANDY CREEK, WEST FORK	ANDRUM ANDRUM
			NARE	01	74-0204	0	07-15-1895 SANDY CREEK, WEST FORK	ANDRUM ANDRUM
			NARE	02 01	74-7088	P	07-25-1900 SANDY CREEK, WEST FORK	FREEL SCHOFFNER MC CONNERY
			SENM	01	74-0480	0	04-01-1900 SANDY CREEK, WEST FORK	NIELSON
			SENM	01	74-7088	0	07-25-1900 SANDY CREEK, WEST FORK	FREEL SCHOFFNER MC CONNERY
			SENM	20	74-7231	P	12-12-1903 SANDY CREEK, WEST FORK	SCHOFFNER
			NASH	01	74-0480	0	04-01-1900 SANDY CREEK, WEST FORK	NIELSON
			NASH	01	74-7088	P	07-25-1900 SANDY CREEK, WEST FORK	FREEL SCHOFFNER MC CONNERY
			SASH	01	74-0480	0	04-01-1896 SANDY CREEK, WEST FORK	ANDRUM ANDRUM
			SASH	01	74-0433	0	05-04-1904 SANDY CREEK, WEST FORK	ANDRUM ANDRUM
			SASH	01	74-1798	0	04-01-1907 SANDY CREEK, WEST FORK	ANDREWS ANDREWS
			SASH	01	74-7088	P	07-25-1900 SANDY CREEK, WEST FORK	FREEL SCHOFFNER MC CONNERY

2.2

MAR 158

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS BY TOWN OF DIVERSTON

PAGE 1908
01/02/1987

TWN	RNG	SEC	TRACT	LOT	USES	WATER RIGHT NUMBER	STAGE PRIORITY	RFLG	SOURCE OF WATER	LAST NAME	DWNR CODE
20N	24E	04	SASH	02 01		74-0200	0		05-01-1882 SANDY CREEK, WEST FORK	ANDRUM ANDRUM	
			SASH	02 01		74-0203	0		06-01-1894 SANDY CREEK, WEST FORK	ANDRUM ANDRUM	
			SASH	02 01		74-0204	0		07-15-1895 SANDY CREEK, WEST FORK	ANDRUM ANDRUM	
		06	NENE	01 01		74-1857	0		02-05-1920 PRATT CREEK	MOLTON MOLTON	
			SARE	01		74-2019	0		04-17-1907 PRATT CREEK	MOLTON MOLTON	
			NESH	01		74-2019	0		04-17-1907 PRATT CREEK	MOLTON MOLTON	
			NASH	06 01		74-0195	0		02-01-1892 PRATT CREEK	MOLTON MOLTON	
			NASH	06 01		74-0753	0		10-22-1898 PRATT CREEK	MOLTON MOLTON	
			NASH	06 01		74-0794	0		01-26-1914 PRATT CREEK	MOLTON MOLTON	
		07	NESE	04, 43		74-0431	0		08-05-1885 SPRINGS	ANDRUM ANDRUM	
		08	NASH	01		74-0430	0		04-01-1900 SPRINGS	ANDRUM ANDRUM	
			NARE	01		74-0409	0		04-01-1896 SPRINGS	ANDRUM ANDRUM	
			NARE	01, 04, 43		74-0894	0		04-01-1932 SPRINGS	ANDREWS ANDREWS	
		09	SENE	01		74-0481	0		04-01-1900 SANDY CREEK, MIDDLE FORK	NIELSON	
			NESH	01		74-0202	0		05-01-1895 SANDY CREEK	MOLTON	
			NESH	01		74-0766	0		04-01-1900 SANDY CREEK	MOLTON	
			NESH	01		74-1794	0				

MICROFILMED

7-15-1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Staff Analysis Sheet
for
Beneficial Use Field Report

74-7231
Permit No.
ESU/11/86

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 *See office copy for Memorandum Decision*
☒ Computer Data Proof Report
☐ Copy of U.S.G.S. Quad N/A
☒ Check for Government Lots. If so, make a copy of Government Plat
Check of P/D index ESU 4/6/87 (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: 74-7088/0400
Check of P/U index ESU 4/6/87 (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: Navigation Pts.
Aerial Photo
Required? ☐ yes ☒ no If yes: ☒ copy attached?
Scheduling Letter sent? 2 (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 28-April-1987 ESU (Signature of examiner and date)
No M. returning Order — Exam Reviewed by Senior Water Resource Agent SLW 5-22-87 (Initial and date)
Exam Reviewed by Manager of Regional Office S.M. 5-20-87 (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)

20 NORTH, RANGE N° 24 E

Soc 33

3 €

WEST.

40.66	40.66	40.46	40.86
4	3	2	1

REPORT

FEB 09 1955



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse
Boise, Idaho 83720
(208) 334-4440

February 17, 1987

Wallace O. Felsted
Attorney at Law
330 South 3rd East
Salt Lake City, UT 84111

Re: Schaffner Hydroelectric Project/Permit No. 74-7231

Dear Mr. Felsted:

I have reviewed the Affidavit for Water Rights to be Used for Power Purposes, and it appears to be in order. I have also reviewed the mortgage and security agreement, and find that all the documents submitted comply with provisions of Idaho Code § 42-206 and § 42-207 in that Uniwest Business Credit, a division of Western Mortgage Loan Corporation, is authorized to do business in the State of Idaho, and the mortgage and security agreement is not for purposes of speculation or delay. Please consider this letter approval of the documents submitted.

I note that a portion of the project works are contained on Bureau of Land Management (BLM) property, but that Schaffners own a right of way from the BLM for the installation of the project works. Therefore, no further documentation will be required.

Sincerely,

GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

MICROFILMED

FEB 09 1989

74-7231

LAW OFFICES
KIRTON, McCONKIE & BUSHNELL
A PROFESSIONAL CORPORATION
330 SOUTH THIRD EAST
SALT LAKE CITY, UTAH 84111

WALLACE O. FELSTED

TELEPHONE (801) 521-3680
TELEX 385-385 KMB LAWYERS

February 11, 1987

RECEIVED
FEB 12 1987

VIA FEDERAL EXPRESS

Department of Water Resources

State of Idaho
Department of Water Resources
450 West State Street
State House Mail
Boise, ID 83720

Attn: Gary Spackman

RE: Schaffner Hydroelectric Project - Lemhi County, Idaho

Dear Mr. Spackman:

Enclosed is the original, executed Affidavit for Water Rights to be Used for Power Purposes in connection with the above-referenced hydroelectric project. In Section B of said Affidavit we have checked the box "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." The Schaffners have a right-of-way across BLM land for purposes of appropriating the water, however, the "man-made facilities" have been built by the Schaffners.

Enclosed are copies of the BLM right-of-way documents for your information.

If the Affidavit is acceptable to you, please execute the approval page (Page 24) of the Idaho Mortgage and return it to this office in the enclosed Federal Express mailer provided therefor, so that my client might proceed to close this loan next week.

Thank you very much for your help concerning this matter. If you have any questions or comments, please contact me.

Yours very truly,

KIRTON, McCONKIE & BUSHNELL


Wallace O. Felsted

WOF:er
Enclosure

cc: Victor Taylor, with Affidavit

MICROFILMED

FEB 09 1989

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

RECEIVED
FEB 12 1987

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

Department of Water Resources

1. Individual Applicant or Individual Members of a Partnership:

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

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

2. Corporation:

I, Dana Blaine of Boise
(name) (city).

County of Ada, State of Idaho, being duly sworn, depose

and say: That I am the designated registered agent of WESTERN MORTGAGE LOAN CORPORATION, (said corp-
oration's name will appear as "UNIWEST BUSINESS CREDIT, a division of Western Mortgage Loan Corp-
oration" (name of corporation) : that as such I am in charge of the registered office
on all documents relating to such water permit.)

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

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

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

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

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

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

Dana Blaine
Applicant

State of Idaho
County of Ada) ss.

On this 9th day of February, 1987, personally appeared before me
the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Dana Blaine
Notary Public residing at

seal

MICROFILMED

FEB 04 1989

My commission expires:

01-04-88

1-20923

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salmon District Office
P.O. Box 430
Salmon, Idaho 83467

RIGHT-OF-WAY

Section A

1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761), a nonexclusive, nonpossessory right-of-way to:

Henry E. & Barbara A. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

In case of a change in address the holder shall immediately notify the authorized officer.

2. To use, subject to the terms and conditions set out below, the following described public land:

T.20N., R.24E., B.M., Idaho
Section 4: Lots 2 and 3 and SE1/4NW1/4

3. Description of the right-of-way facility and purpose:

The right-of-way consists of a diversion ditch, settling pond (6 ft. deep and 20 ft. in diameter), and 960 ft. of 16" buried pipeline which will be constructed and maintained and used to provide irrigation water to the grantee. The right-of-way is 30 feet wide and 960 feet long, containing 0.66 acres more or less. A map showing the location of the right-of-way over the above described public land is attached hereto as Exhibit A.

Section B

1. The right-of-way holder agrees to comply with all the applicable regulations contained in 43 CFR 2800.
2. If the right-of-way holder violates any of the terms and conditions of this grant, the authorized officer, after giving written notice, may declare the grant terminated.
3. The grant is subject to all valid rights existing on the effective date of this grant.
4. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.

MICROFILMED

FEB 09 1989

1-20923

5. The right-of-way shall be relinquished to the United States if the authorized uses are no longer needed.
6. All other terms and conditions. Compliance will be in accordance with the terms and conditions as specified herein and in Exhibit B, attached hereto and made a part hereof.

7. Rental:

In consideration of these uses, the holder shall pay to the Bureau of Land management, the sum of twenty five dollars (\$25) for a five year period beginning on the date of execution of this grant, and thereafter twenty five dollars (\$25) for each five year period. Provided, however, charges for this use may be made or readjusted whenever necessary to place the charges on the basis of fair market value of use authorized by this grant.

8. This right-of-way grant shall terminate 35 years from the effective date of this grant unless prior thereto it is relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or any applicable Federal law or regulation. The right-of-way grant may be renewed and if so will be subject to the regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

Section C

The effective date of this right-of-way grant is the date of execution by the authorized officer.

The undersigned agrees to the terms and conditions of this right-of-way grant:

The right-of-way grant is executed as signed and dated below:

Henry E. & Barbara A. Schaffner

By: _____
Signature

Signature

Date

Leah Area Manager

Date

STATE OF IDAHO
COUNTY OF LEHI
1720923
This instrument was filed for record at the request of
American Land Title Co.
1:20 P.M. August 29, 1984
AGREEMENT
Alberta Wiederrick
8.00 pd

MICROFILMED

FEB 09 1989

this grant.

4. There is reserved to the authorized officer, the right to erect utility rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.



Diversion point, settling
pond and buried pipeline



Private land boundary

EXHIBIT_A

MICROFILMED

FEB 09 1989

Under the authority of the
Bureau of Land Management
Washington, D.C. 20250

Albert J. Niederer

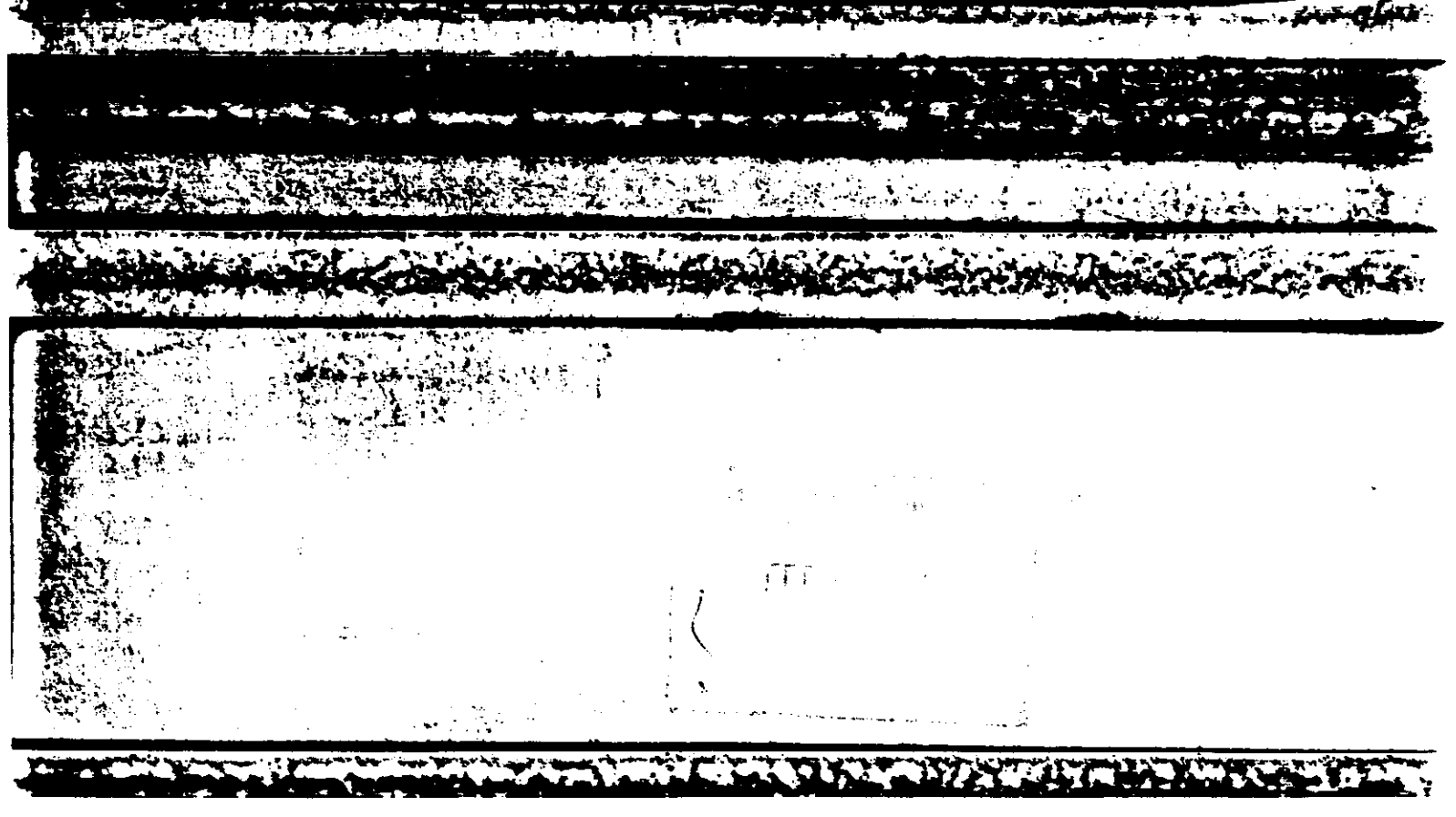
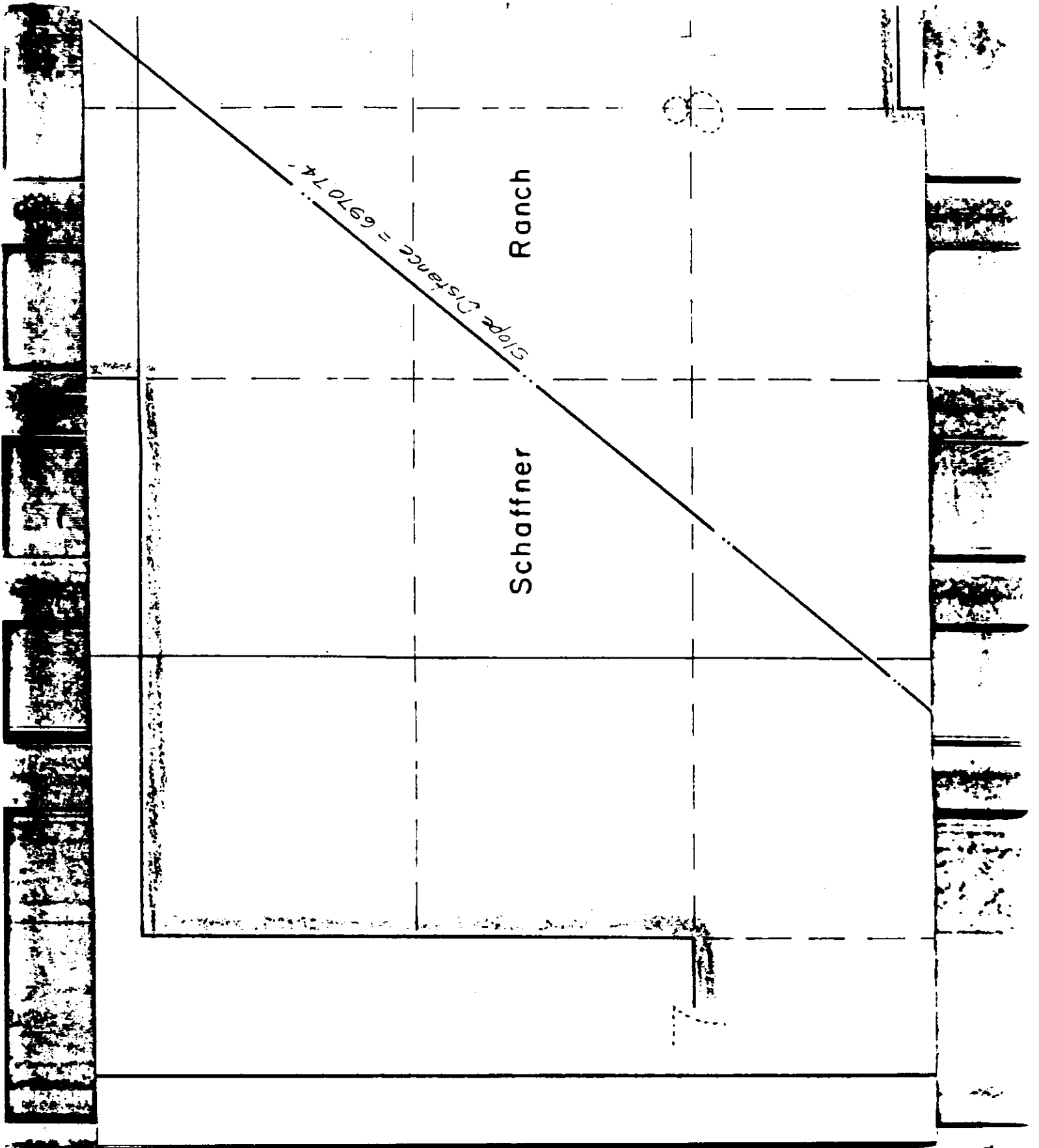
BLM pd

1-20923

EXHIBIT B
STIPULATIONS
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY 1-20923

1. The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.
2. The holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The holder shall obtain from the authorized officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of containers; and other information that the authorized officer may require. The plan should be submitted no later than December 1 of any calendar year; it covers the proposed activities for the next fiscal year (i.e., December 1, 1983, deadline for a fiscal year 1985 action). If need for emergency use of pesticides is identified, the use must be approved by the authorized officer. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
3. The holder agrees not to exclude any person from participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin and sex, and to ensure against such exclusions the holder further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with the grant. The holder also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the holder's equal opportunity obligations.
4. The grantee shall construct and maintain the irrigation facilities in such a manner as to prevent erosion on any public land. If any erosion does occur, the grantee shall be responsible for correcting the damage as required by the authorized officer.
5. All disturbance shall be confined to the right-of-way area only.
6. The pipeline route shall be smoothed, leveled, and reseeded using a seed mixture prescribed by the authorized officer.

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LAW OFFICES
DECKER AND HOLLIFIELD, P.A.

FRED D. DECKER
WILLIAM R. HOLLIFIELD

249-THIRD AVENUE EAST
P. O. BOX 66
TWIN FALLS, IDAHO 83303-0066
TELEPHONE (208) 734-5610 • 734-2950

February 2, 1987

RECEIVED
FEB 03 1987

Mr. Victor Taylor
Kimball, Parr, Crockett & Waddoups
Attorneys at Law
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

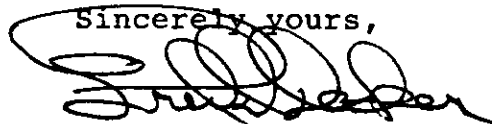
Department of Water Resources

Re: Schaffner Project

Dear Mr. Taylor:

Pursuant to our telephone conversation today, I am enclosing the affidavit requested by the Idaho Department of Water Resources on permit no. 74-7231 to be completed and filed by Uniwest. Please mail it back to Gary Spackman and request he execute the Approval form attached to the original Mortgage he has in Boise.

Sincerely yours,



FRED D. DECKER

FDD:lm7

Enclosure

cc: Wallace O. Felsted
Gary Spackman

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State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

January 30, 1987

Fred D. Decker
Attorney at Law
P.O. Box 66
Twin Falls, ID 83301

Re: Approval of loan documents, Permit No. 74-7231

Dear Mr. Decker:

As per our conversation, enclosed you will find an Affidavit of Authorization to do business in the State of Idaho to be completed by Uniwest Business Credit.

Upon receipt of the completed affidavit, I will prepare a letter acknowledging that the documents are in order for approval under Idaho Code § 42-207.

Sincerely,

GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

Enclosure

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FEB 09 1989

FRED D. DECKER
ATTORNEY AT LAW

DECKER AND HOLLIFIELD, P.A.
249-THIRD AVENUE EAST
P. O. BOX 66
TWIN FALLS, IDAHO 83301
TELEPHONE (208) 734-5610

LAW OFFICES OF
KIMBALL, PARR, CROCKETT & WADDOUPS
A PROFESSIONAL CORPORATION

DALE A. KIMBALL
CLAYTON J. PARR
STEPHEN G. CROCKETT
CLARK WADDOUPS
ROBERT J. GROW
ROBERT A. JOHNSON
JAMES E. CANNON
SCOTT W. LOVELESS
PATRICIA W. CHRISTENSEN
DAVID K. REDD
ROBERT G. HOLT
JAMES C. SWINDLER
ROBERT B. LOCHHEAD
STEPHEN J. HULL
GARY A. DODGE
ROBERT S. CLARK

THOMAS B. GREEN
RICHARD D. CLAYTON
MICHAEL M. LATER
CAROLYN B. MCHUGH
VICTOR A. TAYLOR
RONALD G. RUSSELL
ROGER D. HENRIKSEN
MARK E. WILKEY
R. GLEN WOODS
MATTHEW B. DURRANT
GREGORY D. PHILLIPS
JOHN R. ERICKSON
JILL A. NEIDERHAUSER
KENNETH C. JOHNSON
JAN N. HENRIE
GERALD L. EDGAR

SUITE 1300
185 SOUTH STATE STREET
POST OFFICE BOX 11019
SALT LAKE CITY, UTAH 84147
TELEPHONE (801) 532-7840

OF COUNSEL
CHARLES L. MAAK
BRUCE A. MAAK

January 14, 1987

Idaho Health Facilities Authority
1655 Fairview Avenue, Suite 206
Boise, Idaho 83702

Attention: Fred D. Decker

Re: Mortgage Loan to be made by Uniwest Business Credit to
Henry E. Schaffner and Barbara A. Schaffner

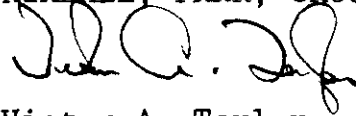
Dear Fred:

In connection with the above-referenced matter, please find enclosed an original, execution copy of the Idaho Mortgage. It is our understanding that you will have the same executed by the State of Idaho, Department of Water Resources. We have also sent an original, execution copy thereof to Mr. and Mrs. Schaffner.

If you have any questions or comments, please contact the undersigned.

Very truly yours,

KIMBALL, PARR, CROCKETT & WADDOUPS



Victor A. Taylor

VAT:lhc

Enclosure

cc: (w/ encls; via hand delivery)
Diane Brown
Wallace O. Felsted, Esq.

VAT/PRUD14(11)

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FEB 09 1989

AFTER RECORDING, PLEASE RETURN TO:

UNIWEST BUSINESS CREDIT
c/o KIMBALL, PARR, CROCKETT & WADDOUPS
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Victor A. Taylor, Esq.

IDAHO MORTGAGE

- [With Assignment of Rents and Security Agreement]

THIS IDAHO MORTGAGE (the "Mortgage") is executed as of the day of January, 1987, by HENRY E. SCHAFFNER and BARBARA A. SCHAFFNER, husband and wife, d/b/a Schaffner Power Company, Schaffner Hydroelectric Project and Schaffner Ranch Hydroelectric Project (collectively, "Mortgagor," which shall mean either or both of them), whose address for the purposes hereof is Route 1, Box 33, Salmon, Idaho 83467, in favor of UNIWEST BUSINESS CREDIT, a division of Western Mortgage Loan Corporation, a Utah corporation ("Mortgagee"), whose address for the purposes hereof is 376 East 400 South, Suite 130, Salt Lake City, Utah 84111, Attention: Warren L. Gates, Assistant Vice President.

RECITALS:

A. Mortgagor is the record owner of fee title to a certain parcel of real property and has certain easement rights across certain other parcels of real property (collectively, the "Tract") located in the County of Lemhi, State of Idaho, identified as Parcel I (fee tract) and Parcels II, III, IV, V, VI and VII (easement tracts), respectively, on the attached Exhibit A.

B. The interest of Mortgagor in the Tract is subject only to the liens, claims and encumbrances (the "Permitted Encumbrances") set forth on the attached Exhibit B.

C. There is currently situated on the Tract a hydroelectric power generation facility, together with various improvements related thereto.

D. Mortgagor has obtained a loan (the "Loan") from Mortgagee, as evidenced by a Promissory Note (the "Note") of even date herewith, made by Mortgagor, payable to the order of Mortgagee, in the principal amount of Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00), providing for interest thereon and payable at the times and in the manner set forth therein, with a final due date of February 1, 1992.

AGREEMENT:

NOW, THEREFORE, in order to secure for the benefit of Mortgagee (A) the payment and performance of each and every obligation of Mortgagor under the Note and any extensions, renewals or modifications thereof or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extensions, renewals or modifications; (B) the payment and performance of each and every obligation of Mortgagor under this Mortgage and under any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby including, without limitation, **MICROFILMED** agreement executed by Mortgagor in favor of Mortgagee.

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date herewith," relating to the "Debt Reserve," as defined therein; (C) the payment of such additional loans or advances as may hereafter be made by Mortgagee to Mortgagor, its successors or assigns, and the performance of such other obligations which Mortgagor may be obligated to perform, when evidenced by a promissory note or other agreement executed by Mortgagor, which recites that it is secured by this Mortgage; and (D) the payment of all sums expended or advanced by Mortgagee pursuant to the terms of this Mortgage, the Note or any instrument further evidencing or securing any obligation secured hereby, including the expenses of Mortgagee incurred in enforcing the obligations secured hereby and attorneys' fees actually incurred, as provided herein and by law, together with interest thereon, both before and after judgment, as herein and therein provided (or if not herein or therein otherwise expressly provided, at the rate of fifteen and one-half percent (15.5%) per annum) (the foregoing items (A) through (D) and the matters referred to therein are hereinafter collectively referred to as the "Obligations"), Mortgagor hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES, WARRANTS, ASSIGNS AND TRANSFERS TO MORTGAGEE the following property, rights, privileges, interests and franchises (collectively, the "Property"):

I. TRACT

The Tract, together with all minerals, oil, gas and other hydrocarbon substances thereon, and all tenements, hereditaments, appurtenances, rights-of-way and easements belonging or in any way appertaining thereto, including, without limitation, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Tract, all sidewalks and alleys and all strips and gores of land, adjacent to or used in connection with the Tract.

II. IMPROVEMENTS

All buildings, structures and improvements now or at any time hereafter erected, constructed or situated upon the Tract (collectively, the "Improvements").

III. CONDEMNATION AND INSURANCE PROCEEDS

All awards and rights to awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Tract or of the Improvements or any estate or easement therein (including any awards for change of grade of streets), all proceeds and rights to proceeds of insurance paid on account of, partial or total destruction of the Improvements, and all unearned premiums accrued, accruing and to accrue under all insurance policies relating to the Tract and the Improvements now or hereafter obtained by Mortgagor.

IV. LEASES, AGREEMENTS AND INCOME

All present and future leases, subleases and rental, sales, management and other agreements covering any part of the Tract or space in the Improvements, or relating in any way to the Tract, including, without limitation, the Firm Energy Sales Agreement (the "Energy Sales Agreement"), entered into on December 20, 1985, between Mortgagor, as Seller, and Idaho Power Company, a Maine corporation ("Idaho Power"), as Buyer, and the Agreement for Engineering Services (the "Engineering Services Agreement"), entered into on August 16, 1985, between Mortgagor, as Owner, and Sorenson Engineering, P.A., as Engineer, and all rents, issues, royalties, income and profits (including security deposits) arising from the Property, subject to the terms of Paragraphs 1 through 4 of the

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V. TANGIBLE PERSONAL PROPERTY AND FIXTURES

All goods, equipment, machinery, inventory, supplies, fixtures, furniture, furnishings, tools, appliances and all other tangible personal property now or hereafter owned by Mortgagor and located on or necessary for construction on or operation of the Tract or any business located on any portion thereof, including, without limitation, a Gilbert, Gilkes and Gordon Ltd. Horizontal Shaft Single Jet Pelton Turbine, with 417 KW-480 Volt 3 Phase Induction Generator, Switchgear, Transformer and related equipment, and all pipelines and power lines located on the Tract, and any substitutions and replacements thereof, any attachments, accessions and additions thereto, and any proceeds therefrom.

VI. INTANGIBLE PERSONAL PROPERTY

The business located on any portion of the Tract and good will associated therewith, all trademarks, trade names, logos and designs for the operations located on the Tract or any portion thereof, including, without limitation, "Shaffner Power Company," "Schaffner Hydroelectric Project" and "Shaffner Ranch Hydroelectric Project," contract rights, escrow accounts, accounts receivable, chattel paper, insurance policies, agreements, instruments, documents of title, general intangibles, business records, plans and specifications, drawings, options, declarations, surveys, studies, architectural renderings, diagrams, maps, use and operating permits and licenses, including, without limitation, Water Permit (the "Water Permit"), No. 74-7231, issued on October 29, 1984 to Henry E. Schaffner by the State of Idaho, Department of Water Resources, Order Granting Exemption From Licensing for a Conduit Hydroelectric Project (the "FERC Exemption"), Project No. 8438-000, issued on February 6, 1985 to Schaffner Power Company by the United States of America, Federal Energy Regulatory Commission ("FERC"), executed by Quentin A. Edson, Director of the Office of Hydropower Licensing, and Order Granting Application for Certification as a Qualifying Small Power Production Facility (the "FERC Certification"), Docket No. QF85-282-000, issued on April 29, 1985 to Schaffner Power Company by FERC, executed by Lawrence R. Anderson, Director of the Office of Electric Power Regulation, zoning and subdivision development applications, filings and approvals, all other permits, licenses, approvals, consents and certificates obtained or held in connection with the ownership of the Tract, and any other intangible personal property now or hereafter owned by Mortgagor and used in connection with the ownership or operation of the Tract or any business located on any portion thereof.

VII. MISCELLANEOUS RIGHTS

All air rights, water rights and water stock relating to the Tract, all shares of stock and other evidence of ownership of any part of the Tract or of the property located thereon or attached thereto that are owned by Mortgagor separately or in common with others, all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Tract, and all deposits made with or other security given to utility companies or governmental branches or agencies in connection with the Property.

(To the extent that any portion of the Property may be subject to the provisions of the Uniform Commercial Code of the State of Idaho, this Mortgage is a Security Agreement, granting to Mortgagee, as Secured Party, a security interest in such portion of the Property and the remedies provided in such Uniform Commercial Code, and Mortgagor shall promptly, from time to time upon demand by Mortgagee, execute such financing state

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continuations thereof as may be required by Mortgagee and pay all filing fees for any such financing statements and continuations.)

IN CONNECTION WITH THIS MORTGAGE, IT IS HEREBY AGREED AS FOLLOWS:

1. Obligations Mandatory. Mortgagor shall promptly pay or cause to be paid, and shall promptly perform or cause to be performed, all of the Obligations.

2. Maintenance and Use. Mortgagor shall (a) maintain the Tract and the Improvements and any abutting grounds, sidewalks, roads and parking and landscape areas at all times in good and neat condition and repair and allow no nuisances to exist or be maintained on the Tract; (b) comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, and all covenants, conditions and restrictions affecting the Property or any condition or activity respecting the Property; (c) not commit or permit waste upon the Tract and not remove, materially alter, damage or demolish any Improvements; (d) complete promptly and in a good and workmanlike manner any Improvements which may be constructed and promptly restore in like manner any Improvements which may for any reason be damaged or destroyed; (e) allow Mortgagee or its designated representative to inspect the Property at all reasonable times during the term hereof; (f) not remove any personal property or fixtures from the Tract or the Improvements unless they are immediately replaced with similar property of at least equivalent value on which Mortgagee will have a valid lien and security interest of equal priority to that created hereby; (g) continuously operate the hydroelectric power generation facility located on the Property in a reasonable manner as a prudent operator, and in compliance with all applicable laws, ordinances, rules and regulations; and (h) comply with all of the terms, covenants and conditions of, and maintain in good standing and full force and effect, all easements and rights-of-way (collectively, the "Easements") comprising or relating to the Property, including, without limitation, those described as Parcels II through VII on the attached Exhibit A, the Permitted Encumbrances, the Energy Sales Agreement, the Engineering Services Agreement, the Water Permit, the FERC Exemption, the FERC Certification and all other obligations connected with or relating to the Property.

3. Improvements and Development. Mortgagor shall not, without Mortgagee's prior written consent, (a) make any material changes to the Tract or the Improvements or construct or contract with respect to the construction of any Improvements; (b) initiate or support any zoning reclassification of the Tract, seek any variance under existing zoning ordinances applicable to the Tract or use or permit the use of the Tract in a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances; (c) impose any covenants, conditions, restrictions or easements upon the Tract, execute or file any subdivision plat affecting the Tract or consent to the annexation of the Tract to any municipality; or (d) permit or suffer the Tract to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

4. Insurance Coverage. Mortgagor shall secure and at all times maintain an insurance policy or policies (the "Policies") in form reasonably satisfactory to Mortgagee and in compliance with Section 14.2 of the Energy Sales Agreement, providing: (a) hazard insurance with coverage in an aggregate amount reasonably acceptable to Mortgagee, at least equal to the greater of the original principal amount of the Note or one hundred percent (100%) of the full replacement value thereof (as determined by

Mortgagee) upon the Improvements, insuring against the perils of fire, extended coverage, vandalism, malicious mischief and such other risks as Mortgagee may reasonably require; (b) coverage against business interruption and loss of rental income resulting from fire or other casualty, with the amount of coverage afforded at least sufficient to cover gross rental income to be derived from the Property for a period of twelve (12) months; (c) comprehensive general liability insurance in an amount reasonably acceptable to Mortgagee; (d) if the Tract is located in a special flood hazard area as identified by the Federal Insurance Administration, as defined by the U.S. Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973, hazard insurance covering the risk of damage to the Improvements caused by flooding, in such amount as Mortgagee may reasonably require; (e) during the course of any construction or repair of the Improvements, workmen's compensation insurance (including employer's liability insurance, if requested by Mortgagee) for all employees of Mortgagor engaged on or with respect to the Property in such amount as is reasonably satisfactory to Mortgagee, or if such limits are established by law, in such amount; (f) during the course of any construction or repair of the Improvements, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, in such amount as will cover the total value of work performed and equipment, supplies and materials furnished, which insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement; and (g) such other insurance in such amounts as may from time to time be required by Mortgagee against the same or other hazards. None of the Policies shall be such as to result in either Mortgagor or Mortgagee being a co-insurer in the event of any loss. Each of the Policies shall, if so requested by Mortgagee, include a waiver of subrogation clause and shall include the standard loss payable mortgagee clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to review the forms, coverages, amounts and duration of the Policies from time to time and to require, upon giving Mortgagor thirty (30) days advance written notice thereof, that the forms, coverages, amounts or duration of the Policies be changed or modified so as to reasonably protect Mortgagee's interests in the Property. Such insurance shall be carried with companies (each having a rating of A:XI or better by Best's Key Rating Guide) approved by Mortgagee. Mortgagor shall deliver to Mortgagee (at the option of Mortgagee) either the originals of the Policies or certificates duly executed by the insurer(s) evidencing such insurance coverage. The insurer concerned shall agree that the coverage under the Policies will not be cancelled or modified unless at least thirty (30) days advance written notice of the proposed cancellation or modification has been given to Mortgagee.

5. Payment of Obligations Affecting Property; Reserve.

5.1 Payment of Obligations Affecting Property. Mortgagor shall pay, when due, all federal, state, county, municipal and nongovernmental charges and impositions levied against or affecting the Property, or which might become a lien thereon (collectively, the "Impositions"), including, without limitation, all real and personal property taxes, general and special assessments (including "common expense" assessments), owners association dues, charges and fees, utility charges, mechanics', laborers', materialmen's, supplier's and vendor's claims, and levies and charges resulting from covenants, conditions and restrictions affecting the Property; provided, however, that if any Impositions are payable or may be paid properly in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance in installments as the same become due and before any fine, penalty or

FEB 09 1989

or cost may be added thereto for the nonpayment thereof. Mortgagor shall deliver to Mortgagee official receipts of the appropriate taxing or other authority or other proof satisfactory to Mortgagee within fifteen (15) days after the date any Impositions are due and payable, evidencing the payment thereof (excluding payment of routine utility charges, unless directed to do so by Mortgagee). If Mortgagor shall fail to discharge any Impositions, in addition to any other rights or remedies of Mortgagee, Mortgagee may (but shall not be obligated to) discharge the same, either by advancing monies for the payment of the amount claimed to be due, or by procuring the discharge of any lien relating thereto by depositing in court a letter of credit, bond or the amount claimed or otherwise giving security therefor, or in such manner as is or may be prescribed by law, and Mortgagor shall pay all costs and expenses incurred by Mortgagee in connection therewith, including, but not limited to, costs of evidence of title, court costs, fees and reasonable attorneys' fees. Notwithstanding anything contained herein to the contrary, 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 Paragraph if payment is not yet due under the contract which is the foundation thereof, provided that such contract does not postpone payment for more than sixty (60) days after the performance thereof. Mortgagor shall have the right to contest in good faith the validity of any mechanic's, laborer's, materialman's, supplier's or vendor's lien; provided, that Mortgagor shall first deposit with Mortgagee or in court a letter of credit, bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one hundred fifty percent (150%) of the amount of the claim; and provided further, that Mortgagor shall thereafter diligently proceed to cause such lien to be removed and discharged. Mortgagor shall notify Mortgagee immediately upon receipt by Mortgagor of notice of any increase in the assessed value of the Property and shall allow (but not obligate) Mortgagee, in the name of Mortgagor, to contest in appropriate proceedings any increase in such assessment.

5.2 Reserve. Notwithstanding any other provisions contained herein to the contrary, upon written notice by Mortgagee to Mortgagor, in addition to the payments Mortgagor is obligated to make to Mortgagee under the Note, Mortgagor shall pay to Mortgagee on the first day of each month, an amount reasonably estimated by Mortgagee to equal one-twelfth (1/12) of all Impositions and insurance premiums required hereunder to be paid by Mortgagor and shall cause all bills, statements and other documents related thereto to be sent directly to Mortgagee. The amounts so received by Mortgagee may be commingled with other funds of Mortgagee, shall not bear interest and shall periodically be used by Mortgagee for the payment of Impositions and insurance premiums due in connection with the Property. Nothing contained herein shall cause Mortgagee to be deemed a

of such funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Paragraph. The size of the monthly payments required by this Paragraph to be made by Mortgagor shall be adjusted from time to time as may be necessary in light of the total Impositions and insurance premiums to which such payments are related. If during any period the amounts accumulated as a result of the monthly payments provided for in this Paragraph are insufficient to pay all of the Impositions and insurance premiums required to be paid in conjunction with the Property, Mortgagor shall, upon being so advised by Mortgagee, immediately pay the deficiency to Mortgagee for the use of Mortgagee in paying such Impositions and insurance premiums. In addition, on even date herewith, Mortgagor shall execute and deliver to Mortgagee a letter relating to the establishment of a debt reserve to be held and retained by Mortgagee for payments to be made by Mortgagor hereunder, under

the Note and under all other documents, instruments and agreements entered into by Mortgagor in connection with the Loan.

6. Mortgagee Title Insurance. Mortgagor shall obtain and provide to Mortgagee at Mortgagor's sole expense a policy of title insurance insuring the lien of this Mortgage, subject only to the Permitted Exceptions. Such policy shall be in such form, have such endorsements and be issued by such company as are acceptable to Mortgagee and shall be in an amount not less than the face amount of the Note.

7. Voting Rights and Common Expenses. The provisions of this Paragraph shall apply in the event the Property in the future comes to include, a constituent part of or all of any development, such as a condominium project, a planned unit development, a cooperative housing project or an industrial park, in which an ownership interest directly or indirectly carries with it voting rights relating to any matter directly or indirectly affecting the level or quality of maintenance of the Improvements. Mortgagor hereby assigns to Mortgagee for the term of this Mortgage any and all of such voting rights which are or may become appurtenant to or in any way associated with any portion of the Property. The person or persons otherwise entitled to exercise such voting rights shall remain entitled to do so unless and until Mortgagee gives Mortgagor notice that Mortgagee has reasonably determined that the level or quality of maintenance of the Improvements to which the voting rights relate is inadequate to fully protect Mortgagee's interest in the Property. Thereupon Mortgagee alone shall be entitled to exercise the voting rights involved for as long as may be reasonably necessary to accomplish and assure the continuing maintenance required to protect its interests. Whether or not Mortgagee exercises the prerogative concerning voting rights granted to Mortgagee in the preceding portion of this Paragraph, Mortgagee may, by notifying Mortgagor thereof at any time, require Mortgagor thereafter and until notified otherwise to remit to Mortgagee monthly, before the same are due, on the first day of each month, any "common expenses," "management fees," "maintenance charges" or similar sums which are or may be assessed against or attributable to any portion of the Property by virtue of its inclusion in a development such as one of those mentioned in the foregoing portion of this Paragraph. Remittances made by Mortgagor pursuant to this Paragraph shall be non-interest bearing and shall be distributed periodically by Mortgagee to the committee, association, manager or other person entitled thereto.

8. Assignment of Leases, Agreements and Income. Mortgagor hereby grants, bargains, sells, assigns and transfers to Mortgagee all present and future leases, subleases and rental, sales, management and other agreements covering any part of the Tract or the Improvements, or relating in any way to the Tract, and all rents, issues, royalties, income and profits (including security deposits) arising from the Property. Notwithstanding anything contained herein to the contrary, the assignment of leases, subleases and agreements and rents, issues, royalties, income and profits set forth in the preceding sentence is an absolute and unconditional assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. Mortgagor also hereby gives to Mortgagee the right, power and authority to enforce the rights of Mortgagor under such leases, subleases and agreements, to collect such rents, issues, royalties, income and profits, and to apply the same to any of the Obligations; provided, however, that Mortgagor shall have the right to enforce the rights of Mortgagor under such leases, subleases and agreements, and to collect such rents, issues, royalties, income and profits (but not more than one (1) month in advance) at any time Mortgagor is not in default hereunder and there

exist an event or condition which with the giving of notice or lapse of time or both would cause Mortgagor to be in default hereunder. Mortgagor agrees to hold the same in trust for Mortgagee and to use so much of the same as required in the timely payment of the Obligations. Nothing contained in this Paragraph shall be construed to (a) make Mortgagee a mortgagee in possession; (b) obligate Mortgagee to perform the duties of Mortgagor under any such leases, subleases and agreements; (c) place responsibility for the control, care, management or repair of the Property upon Mortgagee; or (d) make Mortgagee responsible or liable for any waste committed on the Property by the tenants thereon or any other party, for any damage or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. All payments due to Mortgagor under the Energy Sales Agreement shall be made by Idaho Power directly to Mortgagee, and Mortgagor shall so instruct Idaho Power in a Notice of Assignment of Firm Energy Sales Agreement executed and delivered by Mortgagor as of even date herewith. In addition, Mortgagor shall, on even date herewith, enter into a Cash Management Account Agreement with Mortgagee, relating to the management and disbursement of the payments delivered to Mortgagee by Idaho Power under the Energy Sales Agreement. Mortgagor shall also acknowledge and agree to a Consent, executed and delivered by Idaho Power on or about the date hereof, relating to the Energy Sales Agreement and the assignment thereof accomplished hereby.

9. Requirements Concerning Leases and Other Agreements. Mortgagor shall not, without the prior written consent of Mortgagee, cancel, terminate, accept a surrender of or modify any present or future leases ("Leases" or a "Lease") affecting any portion of the Property, or accept payment of more than one installment of rent due thereunder prior to its due date. Mortgagor shall perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor as landlord under each Lease unless such performance shall have been waived or not required by the lessee thereunder. Mortgagor shall promptly notify Mortgagee of (a) the default by a lessee under any of the Leases; (b) the commencement of any action or proceeding by any lessee the purpose of which is the cancellation of any Lease or a diminution of the rent payable thereunder; (c) the interposition by any lessee of any defense in any action or proceeding brought by Mortgagor against such lessee; and (d) the receipt of a written notice by Mortgagor from any lessee claiming Mortgagor is in default under a Lease, and Mortgagor shall cause a copy of any process, pleading or notice received by Mortgagor in reference to any such action, defense or claim to be promptly delivered to Mortgagee. Mortgagor shall, before entering into any Lease, furnish a copy of the proposed Lease to Mortgagee, and Mortgagor shall not enter into any such Lease without first obtaining Mortgagee's written approval thereof. All Leases shall specifically provide that (w) such Leases are subordinate to this Mortgage; (x) the tenant thereunder attorns to Mortgagee, such attornment to be effective upon Mortgagee's acquisition of title to the Property; (y) such tenant agrees to execute such further evidences of attornment as Mortgagee may from time to time request; and (z) the attornment of such tenant shall not be terminated by foreclosure. If Mortgagee conditions its approval of a Lease upon certain changes being made thereto, Mortgagor shall cause all of such changes to be made prior to entering into the Lease in question. Immediately upon the execution thereof, an executed copy of each Lease shall be furnished to Mortgagee by Mortgagor. Mortgagor shall not enter into any other agreement, or modify any existing agreement, relating to the Property, without the prior written consent of Beneficiary. Mortgagor shall immediately notify Mortgagee of any default or alleged default under any such agreements.

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10. Financial Statements; Rent Roll; Books and Records. Mortgagor shall furnish to Mortgagee, within ninety (90) days after the end of each fiscal operating year of the Property, financial statements accurately and completely reflecting the results of the Property's operation for the preceding fiscal year. Said financial statements shall be prepared by a certified public accountant reasonably acceptable to Mortgagee and shall cover the results of operation of the Property only (and no other assets or real estate). Mortgagor shall, upon the request of Mortgagee, advise Mortgagee in writing as to the commencement date of the fiscal operating year of the Property. Mortgagor shall maintain adequate records and books of account relating to the Property and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Mortgagee shall have the right to examine, copy and audit such records and books of accounts from time to time upon request.

11. Application of Awards and Proceeds. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or be damaged by fire, flood, earthquake or in any other manner, Mortgagor shall immediately give written notice to Mortgagee thereof, and Mortgagee, subject to the rights of the holders of liens on the Property prior to the lien created hereby securing the repayment of indebtedness to which Mortgagee shall have consented in writing ("Previously Approved Liens"), shall be entitled to all compensation, awards, insurance proceeds and other payment for relief therefor. Each insurance company concerned is, subject to Previously Approved Liens, hereby authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagee and Mortgagor jointly. Mortgagee shall, subject to Previously Approved Liens, be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding and to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action, proceeds or other payments are hereby assigned to and shall be paid to Mortgagee which may, in its sole and absolute discretion, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by Mortgagee in connection with such compensation, awards, damages, rights of action, proceeds or other payments, release any and all moneys so received by Mortgagee to Mortgagor or apply the same or any portion thereof to reduce the Obligations (whether or not then due). Mortgagor agrees to execute and deliver to Mortgagee such further assignments of such compensation, awards, damages, rights of action, proceeds or other payments as Mortgagee may from time to time require. Nothing contained herein shall be deemed to excuse Mortgagor from repairing or maintaining the Property as provided herein or restoring all damage to the Property, regardless of the application or release by Mortgagee of any insurance proceeds or whether there are sufficient insurance proceeds available.

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

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by Mortgagee in connection therewith, including but not limited to costs of evidence of title, court costs, fees and reasonable attorneys' fees.

13. Performance in Mortgagor's Stead. Should Mortgagor fail to make any payment or perform any obligation under any of the Obligations, any Lease or any other agreement relating to the Property provided to be paid or performed, at the time and in the manner so provided, Mortgagee may, but without any obligation to do so, without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereunder or thereunder, pay or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee. For such purposes, Mortgagee is hereby authorized to enter upon the Property at all reasonable times and to commence, appear in or defend any action or proceeding purporting to affect the security hereof. In exercising any of such powers, Mortgagee, in its reasonable discretion, shall be entitled to incur any liability and expend whatever amounts it may deem necessary or desirable, including, without limitation, costs of evidence of title, court costs and reasonable attorneys' fees, for which Mortgagor shall promptly reimburse Mortgagee in accordance with Paragraph 14.

14. Repayment of Advances. Mortgagor shall promptly reimburse Mortgagee upon demand for all of the following, with interest thereon as hereinafter provided: (a) any advances made or costs, expenses or fees incurred by Mortgagee pursuant to Paragraph 13; (b) any other advances made by Mortgagee which are or appear to be reasonably necessary or desirable, in Mortgagee's sole discretion, to maintain this Mortgage as a valid and subsisting lien upon the Property of equal priority to that created hereby, to preserve and protect the interest of Mortgagor and Mortgagee therein or hereunder, or to preserve, repair or maintain the Property; and (c) all reasonable charges incurred in connection with the servicing of the indebtedness secured hereby, including, without limitation, those charges incurred in obtaining tax searches and bills, and in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments and satisfactions. Payment of all such sums shall be wholly optional on the part of Mortgagee. The amount of each such sum shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the rate of fifteen and one-half percent (15.5%) per annum.

15. Mortgagor's Representations and Warranties. Mortgagor covenants, represents and warrants that all of the following are true as of the date hereof and shall remain true until all of the Obligations are paid or performed in full: (a) Mortgagor is lawfully seized of indefeasible fee simple marketable title to Parcel I of the Tract and those Improvements located thereon, and is the sole holder of the Easements, all of which are validly existing, in good standing and in full force and effect; (b) Mortgagor has the power and authority to execute and deliver this Mortgage; (c) Mortgagor will defend the title to the Property against all claims and demands whatsoever; (d) the Property is free and clear of all liens, encumbrances and interests of third parties (other than the Permitted Encumbrances); (e) all of the Tangible Personal Property and Fixtures identified in Paragraph V of the granting clause of this Mortgage have been paid for in full and are owned solely by Mortgagor; (f) all obligations connected with or relating to the Property, including, without limitation, those arising under the Permitted Encumbrances, the Energy Sales Agreement, the Engineering Services Agreement, the Water Permit, the FERC Exemption, the FERC Certification and the Easements, are current and without default; (g) no hazardous

substances, hazardous wastes, pollutants or contaminants are, have been or will be used, deposited, stored, disposed of, placed or otherwise located in or on the Tract or at any facility operated on the Tract at any time; (h) Mortgagor has received no notice of any violation or claimed violation of any law, rule or regulation relating to hazardous substances, hazardous wastes, pollutants or contaminants, and shall immediately notify Mortgagee in writing of the receipt of any such notice; and (i) neither Mortgagor nor the Tract is in violation of any such law, rule or regulation. (As used in the foregoing sentence, the terms "hazardous substances," "hazardous wastes," "pollutants," "contaminants" and "facility" mean any substances, wastes, pollutants, contaminants or facility now or hereafter included within those respective terms under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation.) Mortgagor hereby releases, waives and relinquishes all exemptions and homestead rights which may exist with respect to the Property.

16. Default; Right to Cure; Acceleration. Time is of the essence hereof. In the event that:

(a) Mortgagor shall fail to pay, perform, discharge or otherwise comply with any of the Obligations, including but not limited to the timely payment of any installment of principal or interest under the Note, or an event of default shall occur as defined in the Note;

(b) The holder of or or beneficiary under any of the Permitted Encumbrances on the Property shall be entitled to exercise any remedy as a consequence of a default thereunder;

(c) Mortgagor shall (i) 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 relief for Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; (ii) consent to or acquiesce in the appointment of any or receiver of Mortgagor, of all or any substantial part of the Property or other assets of Mortgagor or of all or any substantial part of the royalties, revenues, rents, issues or profits thereof; (iii) make any general assignment for the benefit of creditors; or (iv) admit in writing Mortgagor's inability to pay Mortgagor's debts generally as they become due;

(d) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and any such order, judgment or decree shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the first date of entry thereof;

(e) Any or receiver of Mortgagor, of all or any substantial part of the Property or other assets of Mortgagor or of all or any substantial part of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and any such appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive);

(f) A writ of execution, attachment or any similar process shall be issued or levied against all or any substantial part of or interest in the Property or the other assets of Mortgagor or any judgment involving monetary damages shall be entered against Mortgagor which shall become

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Property or interest therein and such execution, attachment, similar process or judgment shall not be released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy;

(g) Any representation or warranty contained herein or in any instrument evidencing, securing or given in connection with the Obligations shall be or become untrue;

(h) Mortgagor shall fail to perform any of its obligations under or to comply in any respect with any of the requirements of, or any of Mortgagor's rights are terminated or threatened to be terminated under, the Permitted Encumbrances, the Energy Sales Agreement, the Engineering Services Agreement, the Water Permit, the FERC Exemption, the FERC Certification or the Easements; or

(i) A change shall occur in the condition or affairs (financial or otherwise) of Mortgagor which, in the reasonable opinion of Mortgagee, materially impairs Mortgagee's security or increases its risks,

then Mortgagor shall be deemed to be in default hereunder. Upon the occurrence of any default hereunder, Mortgagee may do any of the following:

(1) Declare all of the Obligations to be immediately due and payable and charge interest, both before and after judgment, at the rate provided for in the Note upon default from the date of default until said indebtedness is paid in full.

(2) Take possession and hold, occupy, operate and use the Property, without any liability or obligation on the part of Mortgagee, and do all such acts affecting the Property as Mortgagee may deem necessary to keep the Property in good condition and repair and to conserve the value thereof, including (without limitation) to make, cancel, enforce, modify or terminate Leases and, in furtherance thereof, eject and obtain tenants, set or modify rents, collect all or any part of the rents, issues, royalties, income and profits therefrom, and after payment of maintenance and operational expenses, apply the same as in the discretion of Mortgagee seems necessary or proper.

(3) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law.

(4) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages or exercise such other remedies or combinations of remedies as Mortgagee may have under law and equity.

(5) Appoint a receiver to take charge of the Property, collect the rents, issues, royalties, income and profits therefrom and after payment of maintenance and operational expenses, apply the same as in the discretion of the receiver seems necessary or proper, care for and repair the same, improve the same when necessary or desirable, lease and rent the Property or portions thereof (including leases existing beyond the term of receivership), and otherwise use and utilize the Property, and to have such other powers as may be fixed by the court. Mortgagor specifically agrees that the receiver may be appointed without any notice to Mortgagor whatsoever, and the court may appoint a receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of Mortgagor and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers, it being the

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intention of Mortgagor hereby to authorize the appointment of a receiver when Mortgagee is in default and Mortgagee has requested the appointment of a receiver. Mortgagor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of Mortgagee) designated by Mortgagee as "receiver" and hereby waives its rights to suggest or nominate any person or firm as receiver in opposition to that designated by Mortgagee. The entering upon and taking possession of the Property or the collection of rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Property, or the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend any of the Obligations.

(6) Exercise all of the rights and remedies of a secured party under the Idaho Uniform Commercial Code.

No remedy herein provided shall be exclusive of any other remedy which now exists or which may hereafter exist by law. Every power or remedy hereby given to Mortgagee or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by it, and it may pursue inconsistent remedies. If Mortgagee holds any additional security for any of the Obligations, it may enforce the same at its option, either before, contemporaneously with or after the sale is made hereunder, and on any default, Mortgagee may, at its option, offset against any indebtedness owing by it to Mortgagor, the whole or any part of the indebtedness secured hereby, and Mortgagee is hereby authorized and empowered at its option, without any obligation so to do, and without affecting Mortgagor's obligations hereunder, to apply toward the payment of any indebtedness of Mortgagor to Mortgagee, any and all sums of money of Mortgagor which Mortgagee may have in its possession or under its control, including without limitation, any savings account, deposit, investment certificate, escrow, trust funds or amounts held by Mortgagee under Paragraph 5.2. Should it become necessary for Mortgagee, by its election, to pursue any of the remedies hereinabove prescribed, and either directly or through its agents, managers or receivers, to enter upon and take possession of the Property or any part thereof and collect the rents, issues, royalties, income or profits therefrom, Mortgagee shall be entitled to receive as compensation for its management a fee equal to five percent (5%) of all such revenues collected therefrom. Mortgagor for itself and all who may claim through or under it hereby waives, to the extent permitted by law, any and all right (a) to have the Property or any portion thereof or any other property securing the Note marshalled upon any foreclosure of the lien hereof or of any other instruments, documents or agreements securing repayment of the Note and agrees that any court having jurisdiction to foreclose such lien may order the Property and such other property sold as an entirety; (b) to direct the order of the sale of the Property or any other property securing the Note and agrees that Lender may exhaust the security given for the Note in any order; and (c) relating to procedural or substantive limitations on the recovery of any deficiency, including, without limitation, any requirement that Mortgagee establish a deficiency in connection with the indebtedness secured hereby prior to the time that all of the security given for payment of the Note has been exhausted.

17. Foreclosure as Mortgage. In any proceeding brought to foreclose this Mortgage, Mortgagee shall be entitled to recover all costs and expenses (regardless of the particular nature thereof and whether incurred prior to or during the proceeding) incident to the realization of its rights hereunder, including

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court costs and attorneys' fees. Mortgagee shall be entitled to possession of the Property during any period of redemption. Mortgagor hereby waives any right it or its successors in interest may have in the event of acceleration or entry of a decree of foreclosure to (a) obtain a partial release of the Property from the lien of this Mortgage by paying less than the entire amount then secured hereby; or (b) partially redeem the Property by paying less than the amount necessary to effect redemption in full. If a deficiency remains after proper application of the proceeds from the foreclosure sale held pursuant to judicial decree, Mortgagor shall pay the same immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of eighteen percent (18%) per annum.

18. Attorneys' Fees. Mortgagor shall pay all costs, expenses and fees whatsoever (regardless of the particular nature thereof and whether incurred before or after the initiation of suit or before or after judgment) which are in any way related to, or which are in any way incurred by Mortgagee in connection with, this Mortgage, the Obligations or the enforcement or protection of the rights and interests of Mortgagee hereunder.

19. Easement as Security. Mortgagor agrees not to amend, change or modify the Easements or the terms on which it holds the Easements, or agree to do so, without the written consent of Mortgagee being first obtained. Consent to one such amendment, change or modification shall not be a waiver of the right to require such consent to any future amendment, change or modification. Waiver of the right to require such consent in one instance shall not be deemed to be a waiver of the right to require such consent in the event of amendments, changes or modifications occurring after the waiver.

20. Transfers or Further Encumbrances.

20.1 Prohibition and Consent. In the event that any of the following takes place without the prior review and written consent of Mortgagee (which consent may be given or withheld in the absolute and unqualified discretion of Mortgagee), Mortgagee may, at its option, declare all of the Obligations to be immediately due and payable: (a) the Property or any portion thereof or any interest therein is, directly or indirectly, sold, conveyed, assigned or transferred, or Mortgagor contracts to do any of the foregoing, whether voluntarily, involuntarily or by operation of law; (b) the Property or any portion thereof or any interest therein is, directly or indirectly, subjected to any mortgage, deed of trust or other security device (a "Subordinate Lien") junior or inferior to this Mortgage other than the Permitted Encumbrances; or (c) if Mortgagor is a partnership, trust or corporation, there occurs, directly or indirectly, any change in the composition, ownership and/or control of Mortgagor. Mortgagee's consent to one or more of the transactions described in the foregoing sentence shall not be deemed to be a waiver of the right to require such consent with respect to any future or successive transactions. Such consent of Mortgagee may be conditioned, at the option of Mortgagee, upon satisfaction of the following requirements: (u) the transferee shall be satisfactory to Mortgagee in its sole discretion; (v) the transferee shall assume in writing full personal liability for payment and performance of the Obligations; (w) a charge for administrative costs, including all attorneys' fees and costs incurred by Mortgagee in connection with this Paragraph 20, shall be paid to Mortgagee; (x) the interest rate due under the Note may be increased, which increase shall entitle Mortgagee to increase the payments due under the Note accordingly; (y) the maturity date of the Note may be changed; and (z) Mortgagee shall receive lump sum compensation at the time of said assignment or alienation.

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20.2 Subordinate Lien. If Mortgagee consents to a Subordinate Lien or the prohibition contained herein relating thereto is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Mortgagor shall not execute or deliver any Subordinate Lien unless there shall have been delivered to Mortgagee not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect that:

(a) The Subordinate Lien is in all respects subject and subordinate to this Mortgage and to all extensions, renewals and modifications thereof;

(b) The Subordinate Lien is in all respects subject and subordinate to all Leases made or to be made, and if any action or proceeding shall be brought to foreclose the Subordinate Lien (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no occupant or tenant of any portion of the Property will be named as a party defendant except for officers or principals of Mortgagor who may be occupants thereof, nor will any action be taken with respect to the Property which would terminate any occupancy or tenancy of the Property without the prior written consent of Mortgagee;

(c) The rents, issues, royalties, income and profits of the Property, if collected through a receiver or by the holder of the Subordinate Lien, will be applied first to the obligations secured by this Mortgage, including principal and interest due and owing on or to become due and owing on the Note and then to the payment of maintenance, operating charges, Impositions and disbursements incurred in connection with the ownership, operation and maintenance of the Property;

(d) The Subordinate Lien will automatically terminate if Mortgagee is given a deed in lieu of foreclosure hereunder;

(e) Any proceeds arising from any taking or damage from any public improvement or condemnation proceeding, or any damage from fire, flood, earthquake or any other occurrence, shall be made payable solely to Mortgagee; and

(f) If any action or proceeding, whether judicial or nonjudicial, shall be brought or commenced to foreclose the Subordinate Lien, prompt written notice of the commencement thereof will be given to Mortgagee.

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

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

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operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

23. Offset. Mortgagor shall pay all sums payable by Mortgagor hereunder without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or condemnation or similar taking of the Property; (b) any restriction on, prevention of or interference with any use of the Property; (c) any title defect or encumbrance or any eviction from the Tract or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any or receiver of Mortgagee or by any court in any such proceeding; (e) any claim which Mortgagor has or might have against Mortgagee; (f) any default or failure on the part of Mortgagee to perform or comply with any of terms hereof or of any other agreement with Mortgagor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, and whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives, to the fullest extent permitted by law, all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

24. Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any of the Obligations, and without affecting the lien or charge of this Mortgage upon any portion of the Property not then or theretofore released as security for the full amount of all of the Obligations, Mortgagee may, from time to time and without notice (a) release any person so liable; (b) extend the maturity of any of the Obligations; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at Mortgagee's option any portion or all of the Property; (e) take or release any other or additional security for any of the Obligations; or (f) make compositions or other arrangements with debtors in relation thereto.

25. Taxation of Lien or Debt. In the event of the passage after the date of this Mortgage of any federal, state or local law or any other action of a governmental authority (a) deducting from the value of real property for the purposes of taxation any lien thereon to the detriment of Mortgagee; (b) changing detrimentally to Mortgagee the laws for the taxation of mortgages (or debts secured by mortgage) for federal, state or local purposes or the manner of the collection of any such taxes; or (c) either directly or indirectly imposing a tax, assessment or charge upon this Mortgage, the Obligations or Mortgagee by reason of its interest under this Mortgage or the Obligations, the holder of this Mortgage shall have the right to declare all of the Obligations due and payable on a date to be specified by not less than thirty (30) days written notice to be given to Mortgagor by Mortgagee; provided, however, that such election shall be ineffective if (x) Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder; (y) such payment is not usurious; and (z) Mortgagor, prior to such specified date, does pay such tax when due and agrees to pay such taxes then or thereafter levied or assessed against the Property. Anything herein to the contrary notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess or similar tax levied on Mortgagee or on the Obligations.

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26. Usury. Notwithstanding any other provision contained in the Note, this Mortgage or any other agreement entered into by Mortgagor in connection therewith: (a) the rates of interest, charges and penalties provided for herein and therein shall in no event result in interest being charged at a rate exceeding the maximum allowed by law; and (b) if, for any reason whatsoever, Mortgagee ever receives as interest an amount which would result in interest being charged at a rate exceeding the maximum allowed by law, such amount or portion thereof as would otherwise be excessive interest shall automatically be applied toward reduction of the unpaid principal balance of the Obligations and not toward payment of interest thereon.

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

28. Further Assurances. Mortgagor shall at any time and from time to time, upon request of Mortgagee, take or cause to be taken any action and execute, acknowledge, deliver or record any further documents, opinions, deeds of trust, mortgages, security agreements, financing statements, estoppel certificates or other instruments which Mortgagee in its reasonable discretion deems necessary or appropriate to carry out the purposes of this Mortgage and to preserve, protect and perfect the security intended to be created and preserved in the Property. If it ever becomes necessary to do so in order to carry out the intention of this Mortgage, Mortgagor shall make joint application with the appropriate authorities, execute any and all assignments and do whatever is otherwise necessary or appropriate in order to transfer the Energy Sales Agreement, the Engineering Services Agreement, the Water Permit, the FERC Exemption, the FERC Certification and the Easements to Mortgagee.

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

30. Interpretation. The captions which precede the Paragraphs of this Mortgage are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. All Exhibits attached hereto and referred to herein are hereby incorporated herein by this reference. In the event there is or comes to be more than one Mortgagor hereunder, the liability of each shall be joint and several. The invalidity or unenforceability of any portion or provision of this Mortgage shall in no way affect the enforceability of the remainder hereof. This Mortgage

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executed pursuant to Section 45-901 et. seq. of the Idaho Code Annotated, as amended (the "Code"). To the extent that the provisions of that legislation are consistent with this Mortgage, such provisions shall supplement the terms hereof and are incorporated herein. This Mortgage cannot be waived, changed, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. Each notice, demand, request or other communication with respect to this Mortgage shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Mortgage. 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. This Mortgage is delivered in the State of Idaho and shall be governed by and construed in accordance with Federal law and the laws of said State.

IN WITNESS WHEREOF, this Mortgage is executed as of the date first above written.

MORTGAGOR:

HENRY E. SCHAFFNER,
d/b/a Schaffner Power Company, Schaffner
Hydroelectric Project
and Schaffner Hydroelectric
Project

BARBARA A. SCHAFFNER, d/b/a
Schaffner Power Company, Schaffner
Hydroelectric Project and
Schaffner Ranch Hydroelectric
Project

STATE OF IDAHO)
: ss.
County of _____)

On this _____ day of _____, in the year 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared HENRY E. SCHAFFNER and BARBARA A. SCHAFFNER, husband and wife, d/b/a Schaffner Power Company, Schaffner Hydroelectric Project and Schaffner Ranch Hydroelectric Project, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC
Residing in _____

My Commission Expires:

[Seal]

VAT/PRUD15(01)
1/14/87

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FEB 09 1989

EXHIBIT A

to

IDAHO MORTGAGE

DESCRIPTION OF TRACT

The Tract referred to in the foregoing instrument is located in the County of Lemhi, State of Idaho, and is more particularly described as follows:

PARCEL I (FEE SIMPLE):

A parcel of land located in the Southeast Quarter of the Southeast Quarter, Section 7, Township 20 North, Range 24 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the Southeast Corner of said Section 7; thence a distance of 506.02 feet on a bearing of North 89°33'40" West along the Section line; thence North 0°26'20" East 1072.81 feet to the REAL POINT OF BEGINNING, and running thence North 14°20'21" East 208.71 feet; thence North 75°39'39" West 208.71 feet; thence South 14°20'21" West 208.71 feet; thence South 75°39'39" East 208.71 feet to the REAL POINT OF BEGINNING.

PARCEL II (SCHAFFNER RANCH EASEMENT):

TOGETHER WITH A 20-FOOT EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land located in Sections 7 and 8, Township 20 North, Range 24 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the Southeast Corner of said Section 7; thence a distance of 506.02 feet on a bearing of North 89°33'40" West along the Section line; thence North 0°26'20" East 1072.81 feet; thence North 14°20'21" East 198.71 feet to the REAL POINT OF BEGINNING, and running thence 10 feet on each side of the following-described centerline: South 75°39'39" East 79.44 feet; thence North 41°36'45" East 549.61 feet to a point in the center of an existing road; thence South 62°50'20" East 703.08 feet to a point 10 feet North of the Northwest Corner of the El Ranchettes Subdivision as recorded in the Lemhi County Courthouse in 1983; thence South 88°48'18" East 2010.00 feet along a line parallel to the North boundary of said subdivision to a point on the Sandy Creek county road.

PARCEL III (SCHAFFNER RANCH RIGHT-OF-WAY):

TOGETHER WITH A 50-FOOT RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF A BURIED PIPELINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land located in Sections 4, 5, 7 and 8, Township 20 North, Range 24 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the West Quarter Corner of said Section 4; thence a distance of 1338.03 feet on a bearing of North 63°52'28" East to a point on the East boundary of the Southwest Quarter of the Northwest Quarter of said Section 4, being the REAL POINT OF

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BEGINNING, and running thence 25 feet on each side of the following-described centerline (excepting that area where the right-of-way decreases to a minimum of 5.53 feet on the Southeasterly side of the centerline, such area being located at the Northwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 5, causing the right-of-way to not encroach upon the adjacent property located in the Southeast Quarter of the Southeast Quarter of said Section 5): South 52°07'19" West 715.45 feet; thence South 45°05'22" West 184.22 feet; thence South 55°41'29" West 572.58 feet; thence South 53°24'33" West 796.57 feet; thence South 53°41'28" West 847.20 feet; thence South 40°05'09" West 7037.26 feet to a point on the North end of the generator pad located on the real property described above as Parcel I; said point bears North 23°04'15" West 1358.54 feet from the Southeast Corner of said Section 7.

PARCEL IV (SCHAFFNER RANCH RIGHT-OF-WAY):

TOGETHER WITH A 50-FOOT RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF A POWER LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land located in Sections 7 and 18, Township 20 North, Range 24 East, Boise Meridian, and in Section 13, Township 20 North, Range 23 East, Base and Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the Southeast Corner of said Section 13; thence a distance of 2455.61 feet on a bearing of South 86°47'14" West; thence North 0°41'00" West 1446.64 feet to a point on the South boundary of the Northwest Quarter of the Southeast Quarter of said Section 13, being the REAL POINT OF BEGINNING, and running thence 25 feet on each side of the following-described centerline (excepting that area where the right-of-way decreases to a minimum of 9.40 feet on the Southerly side of the centerline, such area being located at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 13, and that area where the right-of-way decreases to a minimum of 5.00 feet on the Southerly side of the centerline, such area being located at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 13, causing the right-of-way to not encroach upon the adjacent property located, respectively, in the Northeast Quarter of the Southeast Quarter of said Section 13, and in the Southwest Quarter of the Northwest Quarter of said Section 18): North 0°41'00" West 572.80 feet; thence North 54°09'46" East 1281.85 feet; thence North 88°39'41" East 1385.19 feet; thence North 0°17'02" East 1288.25 feet; thence North 89°40'33" East 2910.21 feet; thence North 16°35'13" East 1922.23 feet; thence North 53°53'36" East 1244.52 feet; thence South 71°21'30" East 89.49 feet to a point on the West end of the 30 foot by 50 foot power pad located on the real property described above as Parcel I; said point bears North 23°44'30" West 1410.45 feet from the Southeast Corner of said Section 7.

PARCEL V (BLM RIGHT-OF-WAY AND RIGHT-OF-USE):

TOGETHER WITH A RIGHT-OF-WAY FOR CONSTRUCTION, OPERATION, MAINTENANCE AND USE OF A WIPESHAPED CONCRETE DIVERSION STRUCTURE, DIVERSION DITCH, SETTLING

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POND AND PIPELINE, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

A parcel of land located in U.S. Government Lot 3, and in the Southeast Quarter of the Northwest Quarter of Section 4, Township 20 North, Range 24 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the West Quarter Corner of said Section 4; thence a distance of 1338.03 feet on a bearing of North 63°52'28" East to a point on the East boundary of the Southwest Quarter of the Northwest Quarter of said Section 4, being the REAL POINT OF BEGINNING, and running thence 15 feet on each side of the following-described centerline: North 52°07'19" East 284.78 feet; thence North 44°21'30" East 252.99 feet; thence North 55°30'32" East 603.64 feet; thence North 57°35'55" East 156.90 feet to a point in the center of the intake structure; said point bears South 5°30'59" East 1275.81 feet from the North Quarter Corner of said Section 4.

TOGETHER WITH THE RIGHT OF USE OF AN ADDITIONAL 20 FEET ON EITHER SIDE OF SAID 30-FOOT RIGHT-OF-WAY AS A TEMPORARY WORK AREA TO ALLOW FOR CUTTING, BACKFILLING AND GRADING.

PARCEL VI (BOWMAN RIGHT-OF-WAY EASEMENT):

TOGETHER WITH A 50-FOOT RIGHT-OF-WAY EASEMENT FOR CONSTRUCTION, INSTALLATION, REPAIR AND MAINTENANCE FOR A POWER LINE, ELECTRICAL SUBSTATION AND OTHER REASONABLE EQUIPMENT, AND FOR SUCH OTHER INCIDENTAL PURPOSES AS MIGHT BE NEEDED TO TRANSPORT ELECTRICAL POWER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 13, and the Northwest Quarter of the Northeast Quarter of Section 24, Township 20 North, Range 23 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the Southeast Corner of said Section 13; thence a distance of 2455.61 feet on a bearing of South 86°47'14" West, to a point on the North end of a 25 foot by 25 foot power substation pad, being the REAL POINT OF BEGINNING, and running thence 25 feet on each side of the following-described centerline: North 0°41'00" West 1446.64 feet to a point on the North boundary of said Southwest Quarter of the Southeast Quarter of Section 13; said point bears South 89°50'07" West 1150.53 feet from the Northeast Corner of said Southwest Quarter of the Southeast Quarter.

PARCEL VII (LEMHI COUNTY EASEMENT AND RIGHT-OF-WAY):

TOGETHER WITH A 50-FOOT EASEMENT AND RIGHT-OF-WAY FOR CONSTRUCTION AND MAINTENANCE OF AN ELECTRIC POWER LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 13, Township 20 North, Range 23 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows: Commencing at the Southeast Corner of said Section 13; thence a distance of 2455.61 feet on a bearing of South 86°47'14" West to a point on the North end of a 25 foot by 25 foot power substation pad; thence North 0°41'00" West 2019.44 feet to the REAL POINT OF BEGINNING, and running thence 25 feet on each side of the following

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described "centerline: North 54°09'46" East 1281.85 feet, along the power line.

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TOGETHER WITH
TO SHOW THE
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EXHIBIT B

to

IDAHO MORTGAGE

PERMITTED ENCUMBRANCES

The Permitted Encumbrances referred to in the foregoing instrument are more particularly described as follows:

• 1. General taxes for the year 1987, which are an accruing lien not yet due and payable.

2. Easement to Idaho Power Company, a corporation, for power lines and incidental purposes, recorded May 7, 1942 in Book C at page No. 442, records of Lemhi County, Idaho. (affects Parcel VI only)

3. The effects of Quitclaim Deed recorded August 9, 1983, as Instrument No. 168438, records of Lemhi County, Idaho. (affects Parcels I, II, III and IV only)

4. The effects of and conditions contained in the Right-of-Way Grant recorded April 21, 1986, as Instrument No. 179756, records of Lemhi County, Idaho. (affects Parcel V only)

5. The effects of and conditions contained in Deed of Easement, recorded April 21, 1986, as Instrument No. 179758, and rerecorded April 29, 1986, as Instrument No. 179823, records of Lemhi County, Idaho, as the same may be amended. (affects Parcel VII only)

APPROVAL

THIS APPROVAL (the "Approval") is executed as of the day of _____, 1987, by the STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES (the "Department"), whose address for the purposes hereof is 450 West State Street, Boise, Idaho 83702, in favor of UNIWEST BUSINESS CREDIT, a division of Western Mortgage Loan Corporation, a Utah corporation ("Lender"), whose address for the purposes hereof is 376 East 400 South, Suite 130, Salt Lake City, Utah 84111.

THE DEPARTMENT HEREBY AGREES with Lender as follows:

1. Approval of Mortgage. Pursuant to Section 42-207 of the Idaho Code Ann., as amended, the Department hereby approves the foregoing Idaho Mortgage (the "Mortgage"), dated as of even date herewith, executed by Henry E. Schaffner and Barbara A. Schaffner, husband and wife, d/b/a Schaffner Power Company, Schaffner Hydroelectric Project and Schaffner Ranch Hydroelectric Project, collectively as Mortgagor, in favor of Lender, as Mortgagee, and the encumbrance of the Mortgage upon the Water Permit described in Paragraph 2 hereof.

2. Water Permit. The Department hereby covenants, represents and warrants that the Water Permit (the "Water Permit"), No. 74-7231, issued by the Department on October 29, 1984 to Henry E. Schaffner, is outstanding and in full force and effect. The Department recognizes Henry E. Schaffner as the sole holder of all right, title and interest in and to the Water Permit, subject to the assignment made to Lender in the Mortgage. The Department acknowledges that the location of the point of diversion is in the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 4, Township 20 North, Range 24 East, Base and Meridian, Lemhi County, Utah.

IN WITNESS WHEREOF, the Department has executed this Approval as of the date first set forth above.

THE DEPARTMENT:

STATE OF IDAHO, DEPARTMENT OF WATER
RESOURCES

By _____

Its _____

Date _____

STATE OF IDAHO)
 : ss.
County of _____)

On this _____ day of _____, in the year 1987,
before me, the undersigned, a Notary Public in and for said
State, personally appeared _____,
known or identified to me to be the _____ of the
State of Idaho, Department of Water Resources, the
Department that executed the above instrument or the person
who executed the instrument on behalf of said Department,
and acknowledged to me that such Department executed the
same.

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

NOTARY PUBLIC
Residing in _____

My Commission Expires:

[Seal]

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FEB 09 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

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

NOVEMBER 3, 1965

HENRY E. SCHAFFNER
RT. 1, BOX 33
SALMON

ID 83467

RE: Permit No. 74-7231

Dear Permit Holder:

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

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

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

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

Sincerely,
s/HAROLD W. JONES
Sr. Resource Agent

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FEB 09 1989

RECEIVED
AUG 29 1986

For Office Use Only
Fee Received 200.00
Date 8-29-86
Receipt # 38967
Receipt by [Signature]
Reviewed by [Signature]
Sent to region 10-6

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. 74-7231

Name(s) of Permit Holder: Henry E. Schaffner

Post Office Address: Rt. 1 Box 33

Salmon, Idaho 83467

Telephone No. (208) 756-3976 or 756-3278

Source of Water: West Fork, Sandy Creek

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)
Irrigation _____ (acres) Other/Remark hydroelectric (power) generating.

Total rate and/or volume for which proof is submitted 4.5 cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: June 1986 - pipeline for irrig.
August 8, 1986 - power

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

Fee enclosed \$ 200.00
(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:

Henry E. Schaffner - (208) 756-3976 - Barbara A. Schaffner (208) 756-3278

(Name)

(Telephone Number)

Rt. 1 Box 33, Salmon, Idaho 83467

17 Miles Southeast of Salmon.
Hydro plant located on the ranch

(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.

8/28/86

Date

[Signature]
Signature of Permit Holder (and title, if appropriate)



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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

July 31, 1986

CERTIFIED MAIL

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

Dear Mr. Schaffner:

Re: Permit NO. 74-7231

PROOF DUE NOTICE

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 October 1, 1986. (See the 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 provided the delay is for reasonable cause as described in Section 42-204, Idaho Code. If you have been prevented from proceeding by a government agency or by litigation, 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. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

RECEIVED

September 20, 1985

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

Dear Mr. Schaffner:

Re: Permit No. 74-7231

Enclosed is a copy of the approved request for extension of time. The time within which to submit proof of beneficial use is extended to October 1, 1986. Approval of the extension was based on delay by a governmental agency. Any future requests can be based on your diligent effort to complete the project.

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

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure

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STAFF REVIEW OF REQUESTS FOR EXTENSION TIME

Permit No. 74-7231

BASIC INFORMATION ABOUT EXTENSION REQUEST

Check for the following:

☒ Date received stamp - *Letter Stamped 8-12-85*
☒ Extension received within six months of due date (if greater than, return extension)
☒ Fee received and receipted
☒ Name and signature same as on permit
☒ Address change? If so, complete coding sheet
☒ Source of water the same?
☒ Extension previously approved?
☐ Do conditions of approval restrict the extension?
 Indicate basis: Note: Memo. Dec. - Condition # 3 - Review by Director - 30 yes.

REASON FOR GRANTING EXTENSION

☐ Due diligence
 ☐ Work completed - Adequate to show due diligence?
 ☐ Cost incurred - Adequate to show due diligence?

☐ Litigation ☐ Swan Falls ☐ Dismissed from Swan Falls
 ☐ Have supporting documents been submitted?

 Date litigation completed _____
 Date litigation began _____
 Total period of delay = _____
 Proof due date _____
 NEW PRIORITY DATE _____

☒ Delayed by a governmental agency
☒ Permit holder provided supporting documents?

REASON FOR DENIAL _____

RECOMMENDATION FOR ACTION *Approve - delay by governmental agency - FERC for 1 yr.*

Additional conditions:

☒ Reinstate: Date extension received _____ = _____
 Proof due date _____ = _____
 No. of days late _____
 Priority date _____ = _____
 ADJUSTED PRIORITY DATE _____

☒ Is there commencement of works?
☐ Prepared coding sheet?
☐ Change rolodex card

Reviewed by _____

Date

8-26-85**MICROFILMED**



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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

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

EXTENSION OF TIME

August 14, 1985

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

PERMIT NO. 74-7231

We are in receipt of the \$15 extension fee for Extension(s) of Time to provide additional time in which to submit proof of beneficial use on a water right permit.

Your request for extension(s) of time is being reviewed by staff. You will be informed of our decision when review has been completed.

Enclosed is our receipt No. 37066.

Roberta Garrett
Records Supervisor

Enclosure

MICROFILMED



SCHAFFNER HYDROELECTRIC PROJECT

FERC NO. 8438

August 9, 1985

HENRY E. SCHAFFNER
BARBARA A. SCHAFFNER

ROUTE 1 — BOX 33
SALMON, IDAHO 83467
PHONE (208) 756-3976

Mr. Kenneth Dunn
Director, Dept. of Water Resources
Statehouse
Boise, Idaho 83720

RE: PERMIT NO 74-7231
Extension

RECEIVED
AUG 12 1985

Department of Water Resources

Dear Mr. Dunn:

On August 6, 1985, I wrote to you regarding an extension of time for developing my beneficial use proof under this claim for hydropower development.

In the paper-shuffle, I neglected to enclose the Request for Extension of Time. I am, therefore, enclosing this form together with my check for \$15.00 for the extension fee.

Thank you very much for your assistance. I hope this oversight did not cause too much inconvenience.

Sincerely,

Henry E. Schaffner

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467

HES/bas
Encl.

MICROFILMED



CHAFFNER HYDROELECTRIC PROJECT

FERC NO. 8438

August 6, 1985

HENRY E. SCHAFFNER
BARBARA A. SCHAFFNER

ROUTE 1 — BOX 33
SALMON, IDAHO 83467

PHONE (208) 756-3976

RECEIVED

AUG 12 1985

Mr. Kenneth Dunn
Director, Dept. of Water Resources
Statehouse
Boise, Idaho 83720

RE: PERMIT NO. 74-7231
Henry E. Schaffner
Hydropower Use

Department of Water Resources

Dear Mr. Dunn:

I have received your Department's letter regarding the status of my beneficial use under this permit.

I would hereby request extension of time for completing this beneficial use project due to circumstances beyond my control.

In order to file for exemption from licensing to the Federal Energy Regulatory Commission, I had to obtain the State's water use approval (this Permit). Although my first FERC application was noticed in the summer, 1984, we had to re-file for exemption status on Oct. 1st of 1984 due to the 9th Circuit Court's Tualip Decision. This exemption was not granted until February of 1985. At that time we began our negotiation process with Idaho Power Company, trying to obtain a purchase contract for this power. (Idaho Power will not open contract negotiations until a project is licensed by FERC and until the applicants request interconnection.)

Since February of 1985 we have been attempting to resolve disputes with Idaho Power over this power sales contract. We have been informed by our attorney, C. Tom Arkoosh, Emmett, Idaho, that the contract has now become available and will be signed as soon as our engineers and Idaho Power's engineers can agree on their interconnection specifications.

For your records, I am enclosing several letters which will document this process.

Although financing is available, we have delayed ordering the power house equipment (pelton, generator, switch gear, etc.) until a firm, fixed-term, fixed-rate power sales agreement with Idaho Power had been executed.

MICROFILMED

Mr. Kenneth Dunn
Page 2

August 6, 1985

As you are no doubt aware, the co-generator, small power producer industry in this State is under attack by Idaho Power Company. At the time we applied for our Dept. of Water Resources permit for power use, we could not have foreseen the long, drawn-out legal battle this project would encounter.

At the present time, we are making the best progress possible in bringing this project on line. We have taken delivery on some of the pipeline which is to be buried. We have spent in excess of \$20,000. securing the F.E.R.C. license and the Idaho Power Contract.

To the best of our knowledge and belief, barring any further unforeseen disagreements, our power sales contract will be signed in the next 30 days. At that time the power house equipment will be ordered. It takes between eight and twelve months for the equipment to arrive.

We will continue in absolute diligence to get this facility built and producing at the earliest possible date.

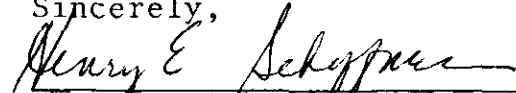
We would, however, request that an extension of time be granted until September 1, of 1990. That would allow the maximum period of time available and would assure that no one attempt to re-file on the West Fork of Sandy Creek before we can get this facility on-line.

Thank you for your time and consideration in this matter. Please do not hesitate to contact me, or my attorney, should you have any further questions or need additional information.

Certified Mail

HES/bas
Encl.

Sincerely,


Henry E. Schaffner

cc: C. Tom Arkoosh, Attorney at Law
PO Box 982, Emmett, Idaho 83617
Phone (208) 365-5166

MICROFILMED



IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

April 16, 1985

Mr Henry Schaffner
Route 1, Box 33
Salmon, ID 83467

Re: Schaffner Hydro Project

Dear Mr Schaffner:

A Complaint against Idaho Power Company has apparently been filed on your behalf with the Idaho Public Utilities Commission.

Pending the resolution of that Complaint Idaho Power believes it is appropriate to suspend all further engineering work on your project until the Commission has had an opportunity to address the issues raised in your Complaint.

If you have any questions please feel free to contact me.

Sincerely yours,

John Ferree
Administrator
Customer Generation

JF/eaw

cc: K H Behler
M L Mericle
B L Kline
H Chenoweth - Consulting Associates
T S Sorenson, P E

MICROFILMED

R E C E I V E D

APR 17 1985

C. TOM ARKOOSH
ATTORNEY-AT-LAW
P.O. Box 982
Emmett, Idaho 83617

115 S. McKinley Avenue
Phone (208) 365-5166

May 1, 1985

Mr. Barton L. Kline
Attorney at Law
P.O. Box 70
Boise, Idaho 83707

Re: Schaffner/Idaho Power
Case No. U-1006-256

Dear Bart:

This is to acknowledge receipt of your Answer in the above-entitled matter and to say that I have never seen a more duplicitious pleading. On the face of the pleading you continue to maintain that CSPP's are not entitled to fixed rate, fixed term contracts, even after several direct orders of this Commission and at least one state Supreme Court ruling to the contrary, and then go on to say that your company actually stands willing to negotiate in good faith.

In any event, to further remind you of what has been our continuous position, please find enclosed the March 27, 1985, letter directly to you from Helen Chenoweth. That letter is self-explanatory. However, I would draw your attention to the last sentence advising you that we are certainly willing to negotiate. I might point out to you that neither Helen nor I have heard a word from you.

Please also find enclosed what little response we did get from your company, an April 16, 1985, letter from John Ferree to our clients advising them that you are going to suspend engineering work because the Complaint has been filed. I remind you that you do this even though you have accepted \$1,000 to complete that engineering work and are under a contractual obligation to do so. I remind you of your obligation, and hereby make demand that you do the work required in a manner most beneficial to the project.

Bart, you can tell the ratepayers whatever stories you folks think that you can peddle, then send them a Bill for it. However, I cannot allow you to make negotiations impossible and then represent to the Commission that I, or my clients, or Consulting Associates, refuse to negotiate with you. Therefore, I am sending a copy of this letter to the Commission to be placed

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Mr. Barton L. Kline

Page 2

May 1, 1985

in the case file as a pleading in the nature of an offer of Judgment wherein we offer that anytime you desire to respond to our letter of March 27, 1985, and contact us to arrange a meeting at a mutually convenient time and place, we will be not only willing but happy to meet, especially if the company is willing to sit down and see if the parties can arrange a mutually serviceable contract, and abandon your present position of putting in terms specifically designed to make the projects unfeasible.

Yours,

/s/

C. Tom Arkoosh
Attorney at Law

CTA/jlt

Enclosures

cc Idaho Public Utilities Commission
Mr. & Mrs. Henry Schaffner
Consulting Associates

MICROFILMED

S T E O F I D A H O
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL

138243

SCHAFFNER, HENRY E.
RT. 1, BOX 33
SALMON, ID 83467

PROOF DUE NOTICE

JULY 31, 1985

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 74-7231 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE OCTOBER 01, 1985. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A FORM WHICH 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, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER THE BENEFICIAL USE FORM OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

MICROFILMED

SCHAFFNER HYDROELECTRIC PROJECT

FERC NO. 8438

ROUTE 1 — BOX 33
SALMON, IDAHO 83467

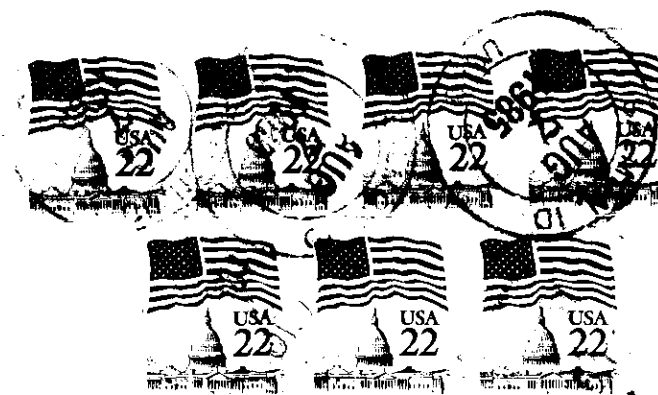


CERTIFIED

P 672 367 758

MAIL

CERTIFIED MAIL



Mr. Kenneth Dunn
Director, Department of Water Resources
State House
Boise, Idaho 83720

CERTIFIED

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, \$300



POSTAGE AND FEES PAID
FEDERAL ENERGY
REGULATORY COMMISSION
FERC - 351

P-5767

Henry E. Schaffner, President
Schaffner Power Company
Route 1 / Box 33
Salmon, Idaho 83467

MICROFILMED

W

Merle Jora & His Sons	)	8224-000
Great Western Power & Light, Inc.	)	8230-000
William A. Worf and Frederick F. Burnell	)	8253-000
Big Wood Canal Co.	)	8279-000
Marshall E. Saunders	)	8324-000
Chester and Irene Allen	)	8359-000
Town of Telluride, Colorado	)	6945-001
Pan-Pacific Hydro, Inc.	)	6955-002
Joseph and Nina Thompson	)	7831-000

ORDER GRANTING REHEARING FOR THE PURPOSE OF FURTHER
CONSIDERATION AND PARTIALLY STAYING THE ORDER OF AUGUST 8, 1984

(Issued September 7, 1984)

The petitioners, 1/ pursuant to 18 C.F.R. § 385.713 (1983), have filed applications for rehearing in the above-captioned proceedings. In order to review more fully the arguments raised, the Commission grants rehearing of the relevant orders solely for the purpose of further consideration. This action does not constitute an acknowledgement that the applications were properly or timely filed nor does it constitute a grant or denial of the applications on the merits in whole or in part.

On August 8, 1984, the Commission issued an order correcting certain errors in the four orders which are the subject of the above-referenced applications for rehearing. 2/ The August 8, 1984, order: categorized Project No. 4574-000 as within the scope of Part IV(A)(3) of our Pigeon Cove order; categorized Project No. 6955-002 as within the scope of ordering paragraph (C) of the Snowbird order; and categorized Project No. 7548-000 as within the scope of ordering paragraph (B) of the Eagle Power order. From information available to the Commission, it now appears that these three projects may have been miscategorized. To prevent our order of August 8, 1984,

1/ The petitioners covered by this order are the following:

The Tulalip Tribes of Washington, the Skagit System Cooperative, the Point No Point Treaty Council, the Washington Departments of Fisheries and Game, and the National Marine Fisheries Service; the Idaho Department of Fish and Game; the National Wildlife Federation and the Idaho Wildlife Federation; the Nez Perce Tribe; the Idaho Park and Recreation Board; Vaisetz Power Co.; Gerald L. and Lois R. Simms; Douglas Water Power Co.; Charles D. Howard; Stephen J. Gaber; Mega Hydro, Inc.; Southern Pacific Land Co. and Northwest Power Company, Inc.; Dr. Thomas R. and Jody L. Buder; and Western Power, Inc. and McGraw and Associates.

2/ Pigeon Cove Power Co., 28 FERC ¶ 61,064 (1984); Forward Power and Energy Co., 28 FERC ¶ 61,063 (1984); Eagle Power Co., 28 FERC ¶ 61,061 (1984); Snowbird, Ltd., 28 FERC ¶ 61,062 (1984).

-2-

from becoming final and to allow these three projects to be examined to determine if they have been miscategorized, we will stay that order as it relates to these projects pending further consideration.

The Commission orders:

(A) Rehearing of the Commission's orders in the above-captioned proceedings is granted solely for the purpose of further consideration. No responses to the applications for rehearing will be entertained by the Commission. See Section 385.713(d) of the Commission's Rules of Practice and Procedure.

(B) The Commission's August 8, 1984, Order Correcting Orders is stayed to the extent it applies to Project Nos. P-4574-000, P-6955-002 and P-7548-000 pending further consideration.

By the Commission.

(S E A L)

Kenneth F. Plumb

Kenneth F. Plumb,
Secretary.

MICROFILMED

EXEMPTIONS
NATURAL WATER FEATURES

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Raymond J. O'Connor, Chairman;
Georgiana Sheldon, A. G. Sousa,
Oliver G. Richard III and Charles G. Stalen.

Pigeon Cove Power Co.) Project Nos. 5767-001, 003,
) 004
James E. White) 3922-001
John R. and Margaret Le Moyne) 4563-001
Gail Marshall) 4574-000
Richard Kaster) 4608-000
Harold Pfeiffer) 4826-000
Charles L. Woodman) 5066-000
Cook Electric, Inc.) 5572-001
Robert B. Shipp) 5982-000
American Enertech) 6124-000
Mountain Gems Corp.) 6190-001
K-W Co.) 6410-000
Douglas Water Power) 6414-000
Harley D. Brown) 6422-000
Cook Electric, Inc.) 6621-001
TKO Power) 6634-000
Doug Hull) 6676-000
Desert Water Agency) 4294-000
Glenn M. Phillips) 5118-002
Aldrich and L. D. Bowler) 5651-002
Reynolds Irrigation District) 6229-001
Cogeneration, Inc.) 6250-001
Central Vermont Public Service Corp.) 2947-001
Mac Hydro-Power Co., Inc.) 5002-001
Bling Canyon Aquaranch) 5422-001
Frank Hooper) 5902-002
Ringo Resources, Inc.) 6444-000
Paul J. Daniels) 6460-000
Frontier Land and Power Co.) 6475-000
T & G Hydro) 6905-000
John C. Simmons) 6923-000
City of Hailey, Idaho) 7016-000
Howard P. Luckey) 7279-000
John G. Pless, Sr.) 7465-000
David Cereghino) 5865-001, 008,
) 009, 010
Lester Kelley, et al.) 6245-008, 009,
) 010, 011
Lester Kelley, et al.) 6267-007, 008,
) 009, 010
Lester Kelley, et al.) 6206-003, 004,
) 005, 006
Lester Kelley, et al.) 6246-003, 004,
) 005, 006
Intermountain West, Inc.) 6677-001, 002,
) 003

Northwest Resources Generating Co.) 6720-002
Northwest Resources Generating Co.) 6721-001
Northwest Resources Generating Co.) 6722-002
Northwest Resources Generating Co.) 6723-001
Northwest Resources Generating Co.) 6738-001
Northwest Resources Generating Co.) 6739-001
Northwest Resources Generating Co.) 6740-001
Douglas Water Power Co.) 6944-000
Gerald L. and Lois R. Simms) 7182-003
Delmet Wagner) 7294-000
Hardest Farms, Inc. and Scott Ranch) 7390-001
Arlon Warner) 7549-001
Gene M. Peters) 7577-001
Myron Jones, et al.) 7719-001
City of Springfield, Utah) 2031-000
Duane Hutton) 6362-001
Oliver M. and Gail M. Cron) 7466-000
Orville Nicholson) 7865-000
Aquaculture Foundation, Inc.) 7881-000
Fisheries Development Co.) 7885-000
William R. Maxwell) 8120-000
Clarke N. Moore) 8153-000
Henry E. and Barbara A. Shaffner) 8182-000
Montana Natural Energy, Inc.) 8262-000
Armstrong Keta, Inc.) 8275-000
Richard H. Crockett and) 8297-000
Gary A. Oakley)
Henwood Associates, Inc.) 4009-000
John H. Koyle) 4052-002
Pan-Pacific Hydro, Inc.) 6959-000
Forward Power and Energy Co.) 4714-002
Hi-Head Hydro, Inc.) 3580-001
Henwood Associates) 3247-000
Bailey Creek Ranch) 3948-001
Cogeneration, Inc.) 4182-000
Eugene J. McFadden) 4658-000
Robert I. Thompson) 4794-001
S&S Limited Partnership) 4769-000
Lewis Co. PUD No. 1) 4949-000
Richard E. Akin) 5055-000
Tule River Indian Reservation) 5067-000
Mega Hydro, Inc.) 5306-001
Edward and Gwyneth Burgess) 5955-000
Gordon Foster and Sarena Falls School) 5991-001
Robert T. Suter) 6142-001

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Permit 74-7231

90 FERC 162, 143

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Schaffner Power Company) Project No. 8438-000

ORDER GRANTING EXEMPTION FROM LICENSING FOR
A CONDUIT HYDROELECTRIC PROJECT

(Issued February 6, 1985)

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/ Schaffner Power Company, Project No. 8438-000, filed on July 16, 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.

DC-A-11

- 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.

It is ordered that:

(A) Schaffner Project No. 8438 as described and designated in Schaffner Power Company application filed on July 16, 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), and the following Special article.

Article 6. The construction, operation, and maintenance of the exempt project may be reviewed by the Commission and subjected to further requirements for consistency with the terms and conditions of the regional fish and wildlife program developed pursuant to the Pacific Northwest Electric Power Planning and Conservation Act.

(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
Quentin A. Edson
Director, Office of
Hydropower Licensing

MICROFILMED

a. Type of Application: Small Conduit Exemption

b. Project No: 8438-000

c. Date Filed: July 16, 1984

d. Applicant: Schaffner Power Company

e. Name of Project: Schaffner Hydro

f. Location: Irrigation Conduit on West Fork of Sandy Creek, near the Town of Salmon, in Lemhi County, Idaho

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

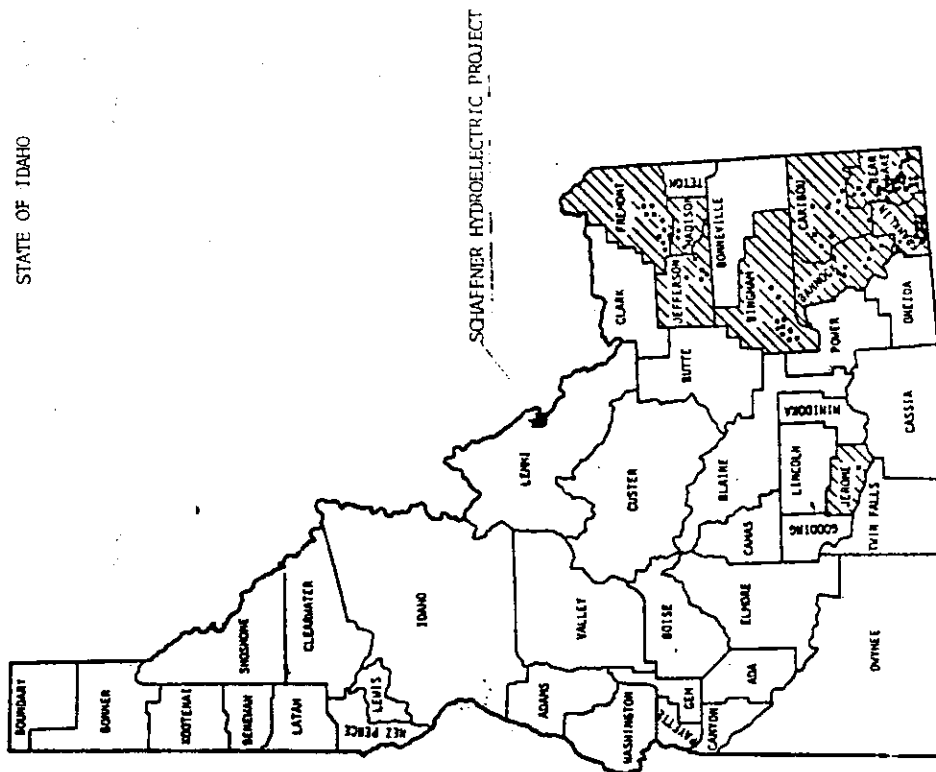
n. Contact Person: Mr. Henry E. Schaffner
Schaffner Power Company
Rt. 1 Box 33
Salmon, Idaho 83467

1: Comment Date: DEC 5 1984

1. **Description of Project:** The proposed project would utilize an irrigation conduit that is presently under construction and would consist of a concrete powerhouse containing a single generating unit with a capacity of 250 kW and an average annual generation of 1,750 MWh.

4. Purpose of Project: The project power would be sold to Idaho Power Company.

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



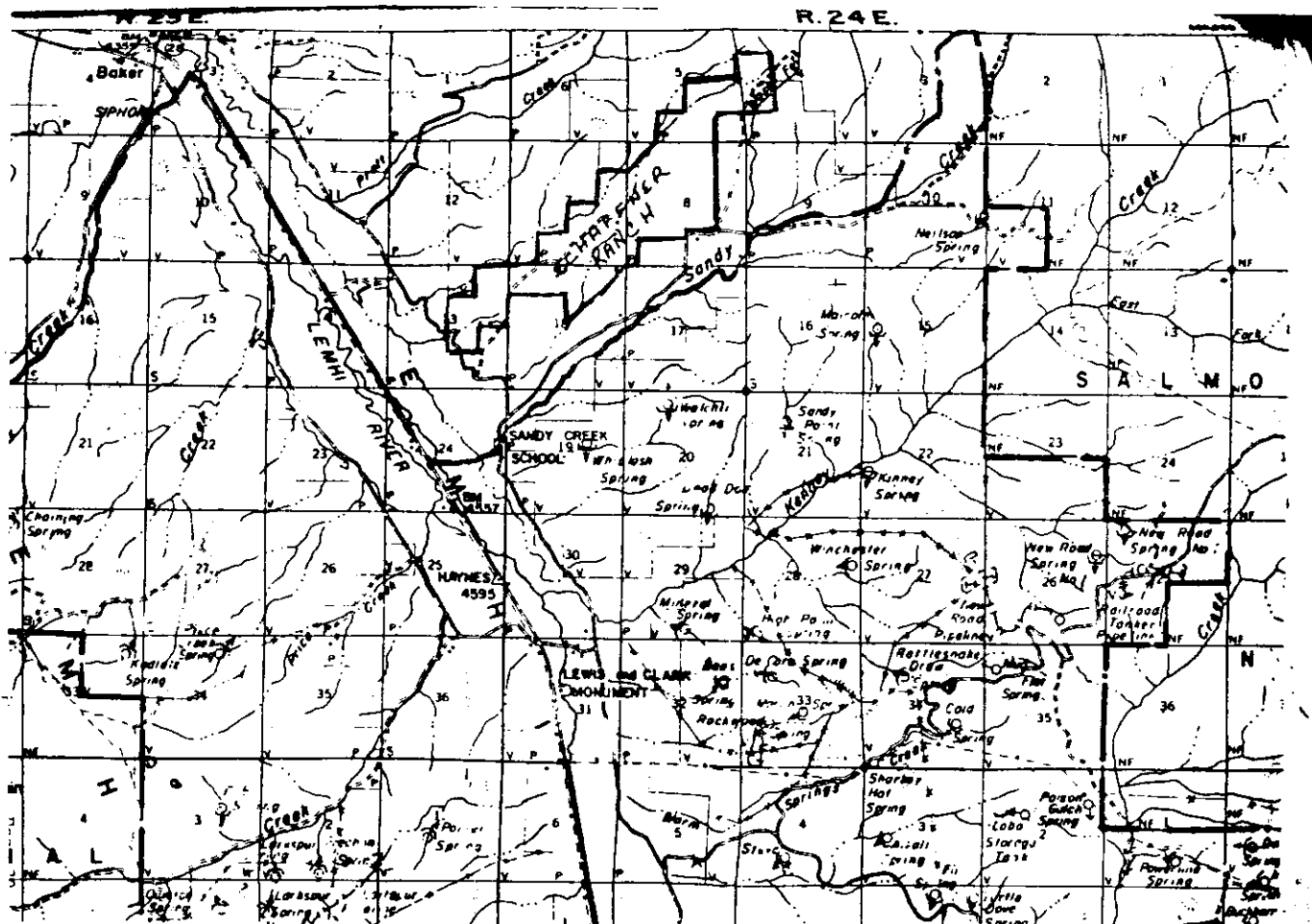
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§ 4.94 Standard terms and conditions of exemption.

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.



P-8438-000

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission
(October 31, 1984)

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

- 74-7231
- a. Type of Application: Small Conduit Exemption
b. Project No: 8438-000
c. Date Filed: July 16, 1984
d. Applicant: Schaffner Power Company
e. Name of Project: Schaffner Hydro
f. Location: Irrigation Conduit on West Fork of Sandy Creek, near
the Town of Salmon, in Lemhi County, Idaho
g. Filed Pursuant to: Section 408 of the Energy Security Act of
1980 (16 U.S.C. §§ 2705 & 2708 as amended)
h. Contact Person: Mr. Henry E. Schaffner
Schaffner Power Company
Rt. 1 Box 33
Salmon, Idaho 83467
i. Comment Date: December 17, 1984
j. Description of Project: The proposed project would utilize an
irrigation conduit that is presently under construction and would
consist of a concrete powerhouse containing a single generating
unit with a capacity of 250 kw and an average annual generation of
1,750 Mwh.
k. Purpose of Project: The project power would be sold to Idaho
Power Company.
l. This notice also consists of the following standard
paragraphs: A3, A9, B, C and D3b.

DC-A-9

MICROFILMED

A3. License or Conduit Exemption -- Any qualified license, 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).

A9. 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.

MICROFILMED

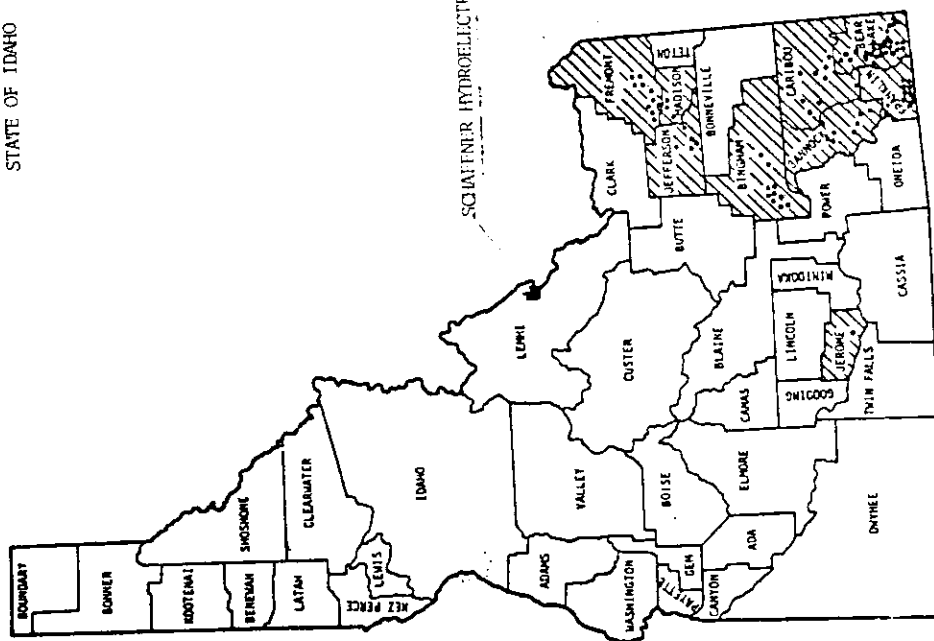
B. Comments, Protests, or Motions to Intervene - Anyone may submit comments, a protest, or a motion to intervene in accordance with the requirements of the Rules of Practice and Procedure, 18 C.F.R. §§385.210, .211, .214. In determining the appropriate action to take, the Commission will consider all 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. 20426. 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 208 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.

MICROFILMED

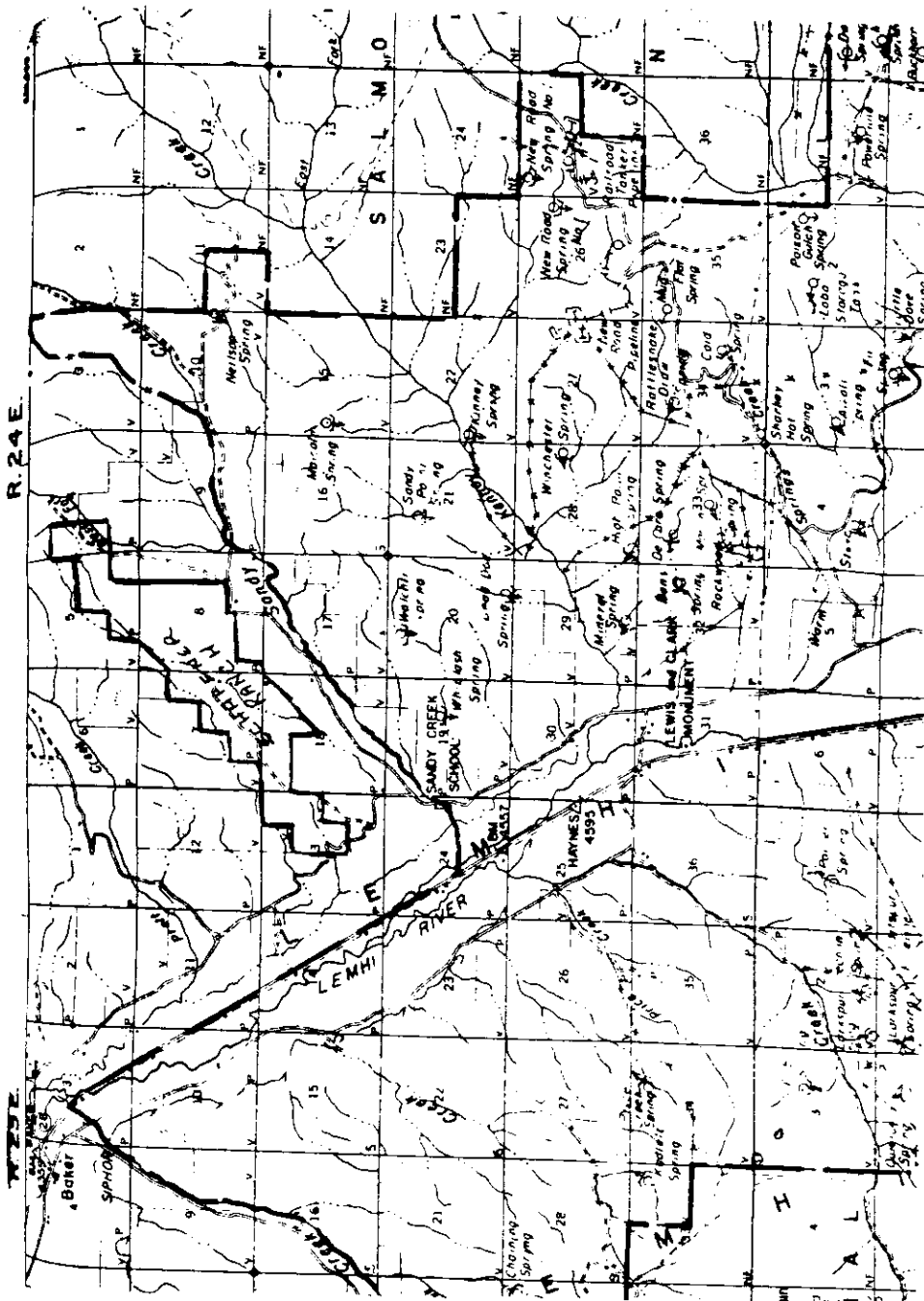
Kenneth F. Plumb
Secretary

STATE OF IDAHO



SCHAEFFER HYDROELECTRIC PROJECT

MICROFILMED



MICROFILMED

October 31, 1984

Henry E. Schaffner
Route 1, Box 33
Salmoh, ID 83467

Dear Mr. Schaffner:

Re: Application for Permit No. 74-7231

Enclosed is a copy of the approved Application for Permit No. 74-7231 along with a copy of the Proposed Memorandum Decision and Order Adopting the Proposed Memorandum Decision and Order. We direct your attention to the conditions of approval as set forth in the Proposed Memorandum Decision and Order.

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.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use." Please read the instructions carefully since you must take further action to develop this permit. Also enclosed for your convenience is a postcard on which to submit your statement of beneficial use. This postcard must be submitted when your project is completed.

Any person who does not agree with the decision of the Department may request a rehearing before the Director within twenty days or may appeal directly to the district court within thirty days of the date the decision is mailed.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

Enclosures

cc: James C. Herndon
David Freel
Sherman F. Furey, Jr.

POWER CALCULATIONS FOR APPLICATION NO. 74-7231

287
P = Kilowatts .74 X hp

Q = cfs 4.5

H = feet 1000

e = efficiency

proposed

- ☒ 1.) Affidavit of Residency
- ☒ 2.) Ownership of Facilities
- ☒ 3.) *Financial Ability
- ☐ 4.) Feasibility of Project
 - ☒ a. Plans, drawings
 - ☐ b. Economic analysis
- N/A 5.) *Compliance w/FERC
 - *only for projects of more than 25 cfs or more than 500 horsepower.

$$e = \frac{P(11.8)}{QH} = \frac{287(11.8)}{4.5 \times 1000} = \frac{3386.6}{4500} = 0.75 \checkmark$$

Based on the above calculations the proposed project must have an 75 % efficiency.

OVERLAP REVIEW

per terminal 8/6/84:

(P/D sec)	74-0433	irr.	(pdtr)	74-0480	irr.
	-0480	irr.		-7088	irr.
	-1798	irr.			
	-0200	irr.			
	-0204	irr.			
	-0203	irr.			
	-0408	irr.			
	-7088	irr.			

(P/U sec)	74-0430	irr.	(putr)	74-0430
	-0431	stock		-0408
	-0203	irr.		-0409
	-0200	irr.		-7088
	-0408	irr.		
	-0409	irr.		
	-7088	irr.		

BYPASSED AREA

L14?

RECEIVED

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

G. F. RAMSEY

INITIAL REVIEW BY: DEC 13 1983

APPLICATION NUMBER: 74-7231

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.
☒ Fee.
☒ Yes ☐ No Field check required.
☐ Yes ☒ No Critical groundwater area.
☐ Yes ☒ No Request dam safety information. Sent by: _____ Date: _____
☒ Yes ☐ No* In form to receipt.

Field check by: _____

Date: _____

Comments: _____

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department. Copies sent by: _____ Date: _____
☒ Idaho Fish and Game Department. _____
☐ Idaho Department of Lands. _____
☒ U.S. Bureau of Land Management. Salmon. _____
☐ U.S. Forest Service. _____
☐ Other JD 74-2. _____

PROCESSING:

- ☐ Yes ☒ No Platted by: _____ Map No. _____
☐ Yes ☒ No Other rights on same place of use. _____
☒ Yes ☐ No* In form for advertising.
Final date for protests: March 26, 1984
☐ Yes ☐ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 3/19/84
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application.
☒ Publication dates and paper, recorded on application.
☒ Protests, dates, withdrawal, etc., recorded on application.
☐ Recommendation & initial, recorded on application.
☒ Yes ☐ No Measuring device required.
☐ Yes ☒ No Access port required.
☒ Yes ☐ No Will water be delivered by watermaster? If yes, what district? 74-G
12-12-83 Date of priority recommended.
Special conditions of approval or cover letter. _____

By: L17a STATE OFFICE REVIEW: 08A 17C 17F 25
108, 176 01E 04 05(74-G, San

Date: _____

- ☐ See attached sheet for more information.

By: KW

Date: 8-6-84

RECEIVED

AUG 03 1984

Department of Water Resources

W

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TRACT SEC TWP RGE gov't rediv. REACH
lot (R)

IDAHO STREAM CODE INDEX

TP. 20 N RGE. 23 E 24 E

↑ LEMHI COUNTY

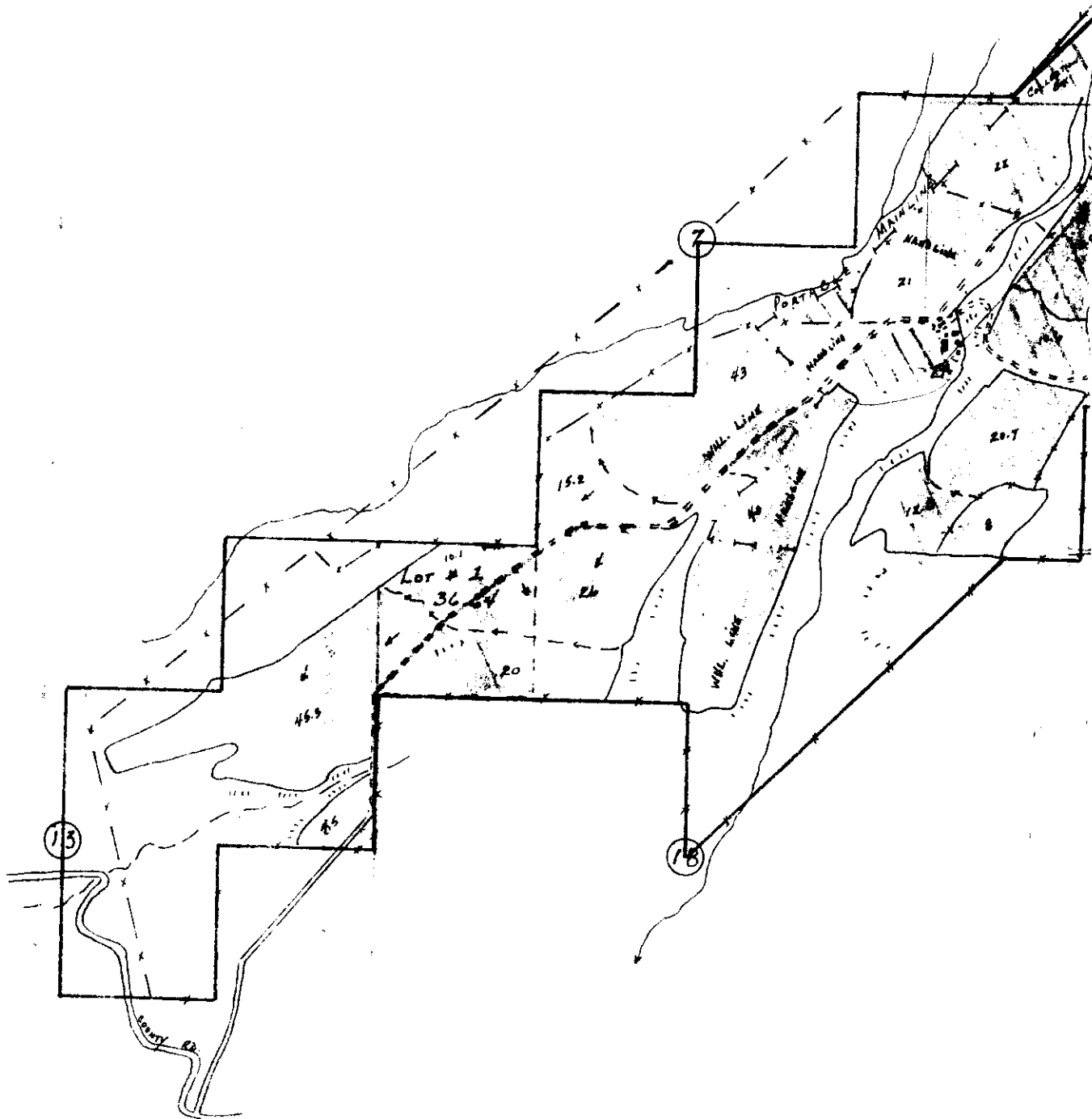
↑ ID STATE

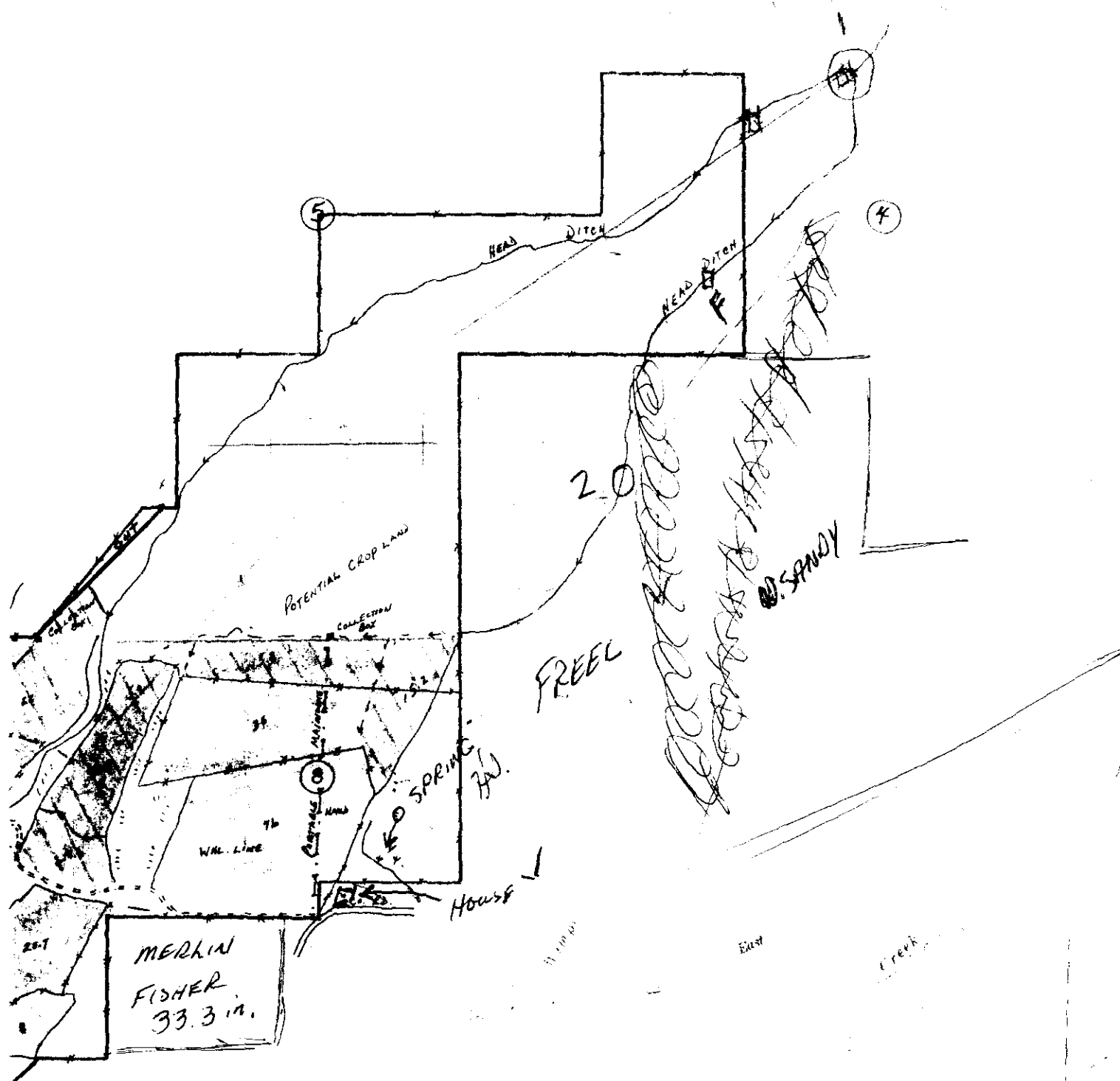
SCALE: 1" = 1320'

PLATTED BY CB VERIFIED MM

Review
4-12-84
S.H.

R R
2 2
3 4
E E





Department of Water Administration
APPLICANT'S

Exhibit #1

Date Admitted 6-22-84 ENC

***Sandy Creek**

new

Applicant

Henry E. Schaffner

Attorney - Sherman Furey Jr.

~~74-7231~~ 6-22-84

74-7231

Protestant

Charles David Freel

Attorney - James Herndon

Three maps from ASCS must be returned -

74-0203 ~~Source~~ Source improperly shown -

74-0200 ~~Source~~

Issues -

225 inches

- Whether the rights of Freel will be affected by putting a pipeline in for existing ditch
- ~~Whether applicant has the right to the land~~
- Whether there is speculation $\rightarrow$ by ~~making~~ project ~~is~~ not being financially feasible
- Whether there is sufficient water

Hearing

- Stipulation -

Photo 237 - Arc

WIP

Hearing

Mr. Schaffner - Applicant -

The amount of water is the same as ~~there~~ decreased right for irrigation
Same P.D.

Will install a penstock which will
16" dia pipe

Pipe will be buried in a straight line from

→ Exhibit #1 - Admitted for illustration of pipeline location

P.D. located on BLM property -

Loss may be as high as 50%

Pipeline will be installed to conserve water for irrigation
even if generator is not installed -

Rights

W. Sandy -

→ Free P.D. mark by F on exhibit 1

Year round diversion - the water has been observed to
flow at about 80 to 100 inches -

Applicant - ~~water~~ has used winter water to form an ice cap
The water can be completely shut off at applicant's P.D.

and 30 or 40 inches raise in the channel above the Free P.D.

Cannot ~~see~~ foresee any effect on stockwater -

Free Spring - Should not be affected since it is not in the
the same drainage as the ditch that will be replaced by
pipeline.

Pipeline on Appl and BLM land -

There is water available
600 to 700 inches high water

Average flow of 150 inches used to irrigate

Speculation? No

Has contacted all affected Agencies — Has contacted
Has completed FERC application

Two Sources have agreed to finance the project as soon as
all permits are received —
Project ~~on~~ 95% on private ground —

X-exam by Herndon —

Water may be piped to Fischer property —
Speculation ~~is~~ question —

Same land will be irrigated but water should last longer
in the summer.

The south ditch is rocky and steep —
1 or 2 months of $Q > 400$ inches —

Applicant has never seen less than 40 to 50 inches below the upper P.D.

→ In the summer —

Leonard Regal

Rancher in area since 1929

Watermaster on Sandy Creek for 25 years

When water is low all the water is taken at Upper ditch point #1

X-exam

[REDACTED]

The springs continued to run in 1934, 35, 36-39 when the WF Sandy was dry-

3rd witness

→ Neal Arkum - Lived in Lemhi Co. 57 years

Owned ranch 1960 to 1970 ~~the~~ Applicant ranch-

Pipeline will conserve water-

About 200 acres irrigated from the last 100 inches -

He used to form ice caps -

4th witness

→ John Connaghy ranched in area since 1939

No objection to this project -

X-exam -

5th

Steve ranched 14 years

Application pending -

Has a stockwatering use but doesn't feel pipeline will effect springs - No objection -

1) Protestants

1st Witness Boyd Andrews

Owned Freel Ranch 1956 to 1980

W Sandy Ck rights

The water was divided about $\frac{1}{2}$ between ^{north} upper & ^{south} lower ditch

The losses from the south ditch is the ^{source of} supply of Mr Freel's spring -

25-50 inches observed in South Ditch in the winter time

Taking all the water at the upper P.D. would dry up stockwater -

Freel Spring -

Main Spring - raises between two homes used for domestic use.

Spring near but below south p.d

Spring between north and south p.d.

X-exam

Springs have never gone dry -

No studies have been made -

2nd Witness - Mr. Freel

Protestant →

Ice melts and goes into the ground -

Concerned about effect of ~~the~~ pipeline on springs

Not concerned about generation plant but about the effect of pipeline on the spring -

X-exam - None -

⑥

Take notice of finding of facts — in the proposed decree

Check —

CE
74-7231

June 22, 1987

Applicant -
Schaffner -

Sherman Furey - a attorney.

Protestant.
Freel

James Herndon - a attorney.

74-0203 - Source should be West fork of Sandy Creek.
74-2000 - " " " " " " " "
- Correction to Lenhi River.

Conference -

Issues - Will pipeline reduce or adverse springs used by David Freel.

- Is there sufficient water.

- Is the project economically feasible.

Hearing -

Stipulation - Water rights for both parties are on record for with the Dept. - Aerial photo - ABCS.

RECEIVED

Direct - Henry Schaffner -

9:50.

- Partner on ranch in Sandy Cr. drainage.
 - the application is for the same amount as their deeded water rights.
 - sprinkler irrigation would reduce the amount of seepage & evaporation.
 - 16" diameter penstock - generator at end of
- Applicant's exhibit #1 - illustrates pipeline & present ditches. "Factual Division"
- Existing division and proposed division for pipeline are the same - on BLM land. - has received permission to install pipeline.
 - 50% of water is lost from P.D. to house. - loose up to
 - $\frac{2}{3}$ of water when irrigating low fields. this water will be saved by the pipeline.
 - generator will act as a pressure release valve - required because of high head.
 - Of the first 300" in creek - applicant receives 265".
 - Return flows from irrigation on applicant's property does not reach the protestant's land.
 - 700" of water flow over weir ~~below~~ on Sandy Creek below upper division. 30 to 40" appear in creek channel within 100 yds below division. (250)
 - No recorded stockwater right for protestant.
 - Protestants spring rises on applicant's property (NWSE Sec 8). That has not & will not be irrigated.
 - Topography of land around spring prevents seepage from upper ditch and irrigation from contributing to spring flow. (427)
 - In winter the creek flows ~~too~~ 80 to 100 inches.
 - Generator will help defer costs of project greatly flow sprinkler systems.
 - Have completed F.E.R.C. application.
 - Have two different sources that have agreed to finance project.
 - Project is classified as an "in conduit" system.
- MICHAEL ED

X-exam-

Tape 2

- All the water will be diverted from the West Fork of Sandy Creek.
- There are 4 water users on the West Fork: Schaffner, Freel
- Fisher, McConaghy.
- Applicant used 150" of water as a yearly average for competing generating potential.
- No new land will be irrigated - but the same land will be irrigated more often. Specifically 200 acres above house.
- During July & August - Creek flow drops below 300" after other users are cut off to reserve to measure water.
- Irrigation water normally run through South ditch (#2) will be diverted through pipeline at Upper diversion (#1).
- Protestant does have cattle that drink from West Fork of Sandy Creek.

96.

Direct Leonard Reagle - Watermaster on Sandy Creek approx. 25 yrs.

- Even with creek shut off at diversion #1 there is 40 to 50 inches ~~that flows~~ ^{flowing} in creek ~~above~~ ^{at} diversion #2.
- During dry years channel below diversion #1 has no water but ~~spring~~ protestants spring continues to flow.

Direct - Noel Ackron -

(392)

- Owned Schaffner property from 1960 to 1970.
- Confirms loss in the ditch as testified by H. Schaffner.

X-exam -

- South ditch irrigates approximately 200 acres during high water.
- Run water through ditch all summer.
- Would block channel at diversion #1 during winter,

MICROFILMED

Direct John McConough - rancher for 35 years
X-exam - also in favor of power application.
- Uses 90 inches on West Fork.

(518)

Direct - Steve Crawford - rancher on Sandy Creek for 14 years.
- relies on water from Scheffner property to water stock.
- irrigation rights are from Sandy Creek.
X-exam - will continue to receive stock water flows from Scheffner property.

Direct - Boyd Andrews - Semi-retired rancher -
- Owned ranch being purchased by Dave Fiehl. Tape #3.
- Measured his water just below diversion #2.
- Seepage from upper end of Smith ditch collects in a draw that slopes down to protestants spring.
- Has never seen the Smith Ditch when it was dry, during the summer.
- During the winter, Dec. & Jan. there would be 35" to 50" at diversion #2.
- Water in channel below diversion #1 is used for stockwater on protestants property.
- After water right has been cut, the spring provides all the water for the ranch.

X-exam - ~~On the~~ Has never observed springs drying up. - Flow does decline in dry years.
- During irrigation season there has always been at least 20 inches in creek below diversion #1. Amount is observed not measured.
- He under no obligation to turn water down to diversion #2.

MICHAEL

Direct - David Fael-

(318)

- Ice caps have historically been formed by all the users on the creek.
- There is spring at Schaffner's division #2 that is ~~not~~ relied on for stockwater.
- As concerned about loss of stockwater and pasture and in the corals.

Herndon - Refer to custom and use statement in Findings of Fact
Lenti R. Deuce.

74-7231 - Henry E. Schaffner

Commissioner's Room, Lemhi County Courthouse, Salmon, Idaho
Friday, June 22, 1984 - 9:00 a.m.

ROSTER OF ATTENDANCE

Hearing Officer: Bob Fleenor & Ernest Carlson

Name Address Representing

Sherman F. Furey, Jr 116 N. Center Salmon, Ida. H. Schaffner

Barbara A. Schaffner Rt 1 Box 33 Salmon Ida. H. Schaffner

Henry Schaffner " "

Raymond Anderson Rt 1 Box 48 Salmon Dave Freel

Lennard Reagle Rt 1 Box 39 Salmon H. Schaffner

Chris Reagle Rt 1 Box 39 " "

John McConnaghy Rt 1 Box 37 " "

Jane McConnaghy Route # Box 37 Salmon "

St. F. Fleenor 116 N. Center Salmon " H. Schaffner
Alta Phillips 607 Confederate Dr.

Mary Pruggenkamp 522 Salmon, Idaho
Bob Loucks Rt. #1, Box 67, Salmon

CAL HANSEN Box 1322 SALMON Dave Freel

Steve Crofoot Rt 1 Box 38 SALMON Henry Schaffner

Jack Ellis Box 301 Salmon Schaffners

Ned Anderson R. 1 B 47 Salmon ed.

Jim Herron Box 989 Salmon Dave Freel

Kathy McConaghy 125 State St. Salmon H. Schaffner

W.D. L. P.O. Box 1070 Salmon

RECEIVED

June 4, 1984

Lemhi County Clerk
Attn: Beverly
206 Courthouse Drive
Salmon, Idaho 83467

Dear Beverly:

This letter is to confirm the use of the Commissioner's Room
for hearing and/or conference beginning at 9:00 a.m.,
Friday, June 22, 1984.

Thank you for your cooperation in this matter.

Very truly yours,

COLLEEN WRAY
Adm. Secretary

- **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO"
space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- ☒ Show to whom and date delivered \$
- ☐ Show to whom, date, and address of delivery .. \$
2. ☐ **RESTRICTED DELIVERY** \$
(The restricted delivery fee is charged in addition
to the return receipt fee.)

TOTAL \$

3. **ARTICLE ADDRESSED TO:**

Henry Schaffner
LD #1 Box 53
Salmon, Idaho 83467

4. **TYPE OF SERVICE:**

- ☐ REGISTERED ☐ INSURED
- ☒ CERTIFIED ☐ COD
- ☐ EXPRESS MAIL

ARTICLE NUMBER

13200

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE☐ Addressee ☐ Authorized agent

Barbara Schaffner

5. **DATE OF DELIVERY**

6/4/84

POSTMARK

(may be on reverse side)

11/11
1984

6. **ADDRESSEE'S ADDRESS** (Only if requested)7. **UNABLE TO DELIVER BECAUSE:**7a. **EMPLOYEE'S INITIALS**

A.W.

RETURN RECEIPT

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete Items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested"
- adjacent to number.



PENALTY FOR PRIVATE
USE, \$300

RETURN
RECEIVED

DEPARTMENT OF WATER RESOURCES

EASTERN DISTRICT OFFICE

110 CHURCH AVE. Suite 15

IDAHO FALLS, IDAHO 83401

(Name of Sender)

JUN 6 1984

(Street or P.O. Box)

Department of Water Resources
Eastern District Office

(City, State, and ZIP Code)

- **SENDER:** Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO"
space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- ☒ Show to whom and date delivered \$
- ☐ Show to whom, date, and address of delivery \$
2. ☐ **RESTRICTED DELIVERY** \$
- (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ _____

3. **ARTICLE ADDRESSED TO:**

James C. Herndon
P.O. Box 789
Salina, KS 67467

4. **TYPE OF SERVICE:**

- ☐ REGISTERED ☐ INSURED
- ☒ CERTIFIED ☐ COD
- ☐ EXPRESS MAIL

ARTICLE NUMBER

13201

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

James C. Herndon

DATE OF DELIVERY

JUN 4 - 1984

POSTMARK

(Only for the reverse side)

1984

NIII

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

AC

RETURN RECEIPT

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



PENALTY FOR PRIVATE
USE, \$300

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete Items 1, 2, 3, and 4 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested"
- adjacent to number.

**RETURN
TO**



DEPARTMENT OF WATER RESOURCES

EASTERN DISTRICT OFFICE

100 CHOCOLATE AVE. Suite 15

IDAHO FALLS, IDAHO 83401

Department of Water Resources
Eastern District Office

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

JUN 5 1984

RECEIVED

NAME AND ADDRESS OF SENDER

DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT OFFICE
150 SHOUPE AVE.
IDAHO FALLS, IDAHO 83401Indicate type of mail
☐ Registered
☐ Insured
☐ C.O.D.
☒ CertifiedI certify that we have
☐ Commercial Insurance
☐ A deductible clause of \$Affix stamp here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

1 NAME AND ADDRESS OF SENDER	2 NUMBER OF ARTICLE	3 NAME OF ADDRESSEE, STREET, AND POST-OFFICE ADDRESS	4 POSTAGE	5 FEE	6 Handling Charge	7 Actual Value (if Registered)	8 DUE SENDER IF C.O.D.	9 R. R. FEE	10 S. D. FEE	11 S. H. FEE	12 POST. DEL. FEE	13 REMARKS
	1	13200										
	2	13201										
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	11											
	12											
	13											
	14											
	15											

TOTAL NUMBER OF PIECES LISTED BY SENDER

TOTAL NUMBER OF PIECES RECEIVED AT POST OFFICE

POSTMASTER, PER (Name of receiving employee)

The full declaration of value is required on all domestic and international registered mail. Commercial Insurance—Payment of the full registry fee is required on articles valued up to \$1,000 or the full amount of the deductible if the deductible exceeds \$1,000. The maximum indemnity payable is \$25,000 for registered mail, \$500 for C.O.D. and \$400 for insured mail. Special handling charges apply only to third- and fourth-class parcels. Special delivery service also includes special handling service.

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

★ U.S. GOVERNMENT PRINTING OFFICE: 1979-301-994

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PROTESTS AGAINST)
APPROVAL OF APPLICATION FOR PERMIT)
NO. 74-7231 IN THE NAME OF)
HENRY E. SCHAFFNER)

NOTICE OF HEARING
AND/OR CONFERENCE

On December 12, 1983, Henry E. Schaffner filed with the Department of Water Resources an application to appropriate the public waters of the State of Idaho. On March 26, 1984, the Department received a protest against approval of said application from James C. Herndon, Attorney at Law, in behalf of Charles David Freel.

The Department has set the matter of protest for hearing for Friday, June 22, 1984, at 9:00 a.m. in the Commissioner's Room, Lemhi County Courthouse, Salmon, Idaho. The hearing will be held in accordance with provisions of Chapter 2, Title 42, of the Idaho Code and adopted Rules of Practice and Procedure of the Department of Water Resources. Opportunity shall be afforded all parties to respond and present evidence and argument on all issues involved.

Dated this 31st day of May, 1984.



RONALD D. CARLSON

Eastern Regional Supervisor

RECEIVED
MAY 31 1984

May 14, 1984

Mr. Ronald D. Carlson
Eastern Regional Supervisor
State of Idaho
Department of Water Resources
150 Shoup - Suite 15
Idaho Falls, Idaho 83402

RECEIVED

MAY 15 1984

Department of Water Resources
Eastern District Office

RE: Application #74-7231
Henry E. Schaffner

Dear Mr. Carlson:

Pursuant to our conversation of last week, I am enclosing a letter from First Security Bank regarding financing for our hydroelectric/irrigation project. Also enclosed is the most current financial statement on file with the Federal Land Bank.

We assume that Mr. Freel's protest has not been withdrawn, so are anxious to have a hearing to resolve the matter at your earliest convenience.

Thank you very much for your assistance. Please do not hesitate to contact either Henry or myself should you need any further information.

Sincerely,

Barbara A. Schaffner
Barbara A. Schaffner

For Henry E. Schaffner

HES/bas

Telephone: (208) 756-3976 (home)
(208) 756-3278 (work)

RECEIVED



First Security Bank of Idaho

NATIONAL ASSOCIATION
MEMBER FIRST SECURITY CORPORATION SYSTEM OF BANKS

P. O. BOX 810, 116 NORTH ANDREWS
SALMON, IDAHO 83467

RECEIVED

MAY 15 1984

Department of Water Resources
Eastern District Office

May 11, 1984

Mr. and Mrs. Henry Schaffner
Rt. 1, Box 33
Salmon, Idaho 83467

Re: Financing of Hydro-Electric Project

Dear Henry and Barbara:

Per your request, this letter is to confirm our numerous conversations regarding the possible financing for Schaffner Electric Company.

Assuming the project plans continue to look as favorable as they do now, all the necessary permits and contracts are secured, and the guarantees are received from the contractor as we have discussed, it is very likely that we will be able to provide the requested financing for the project.

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

Sincerely,

R. Thomas Nelson
Manager

RTN:cng

RECEIVED

FLR No. 195921-4

This statement should be completed with respect to each Applicant and Co-Applicant including individuals, partnerships, corporations or other entities which are assuming liability for the loan. It may be completed jointly by both married and unmarried co-borrowers, if the lender determines that their assets and liabilities are sufficiently joined so that the statement can be meaningfully and fairly presented on a combined basis. Enter the applicable name or names on each statement.

Financial Statement of Schaffner Ranch As of (date) June 8, 1983

ASSETS			APPLICANTS USE	ASSN USE ONLY AFTER CLOSING	LIABILITIES			APPLICANTS USE	ASSN USE ONLY AFTER CLOSING	
Cash on hand and in banks			2,500.	2,500	Real Estate taxes due					
Life insurance cash value					Operating Line	Total	Interest			
(Face value)					Creditor	Committed	Rate			
Stocks and bonds					First Security					
Accounts and notes receivable			500.	500	Bank 1983 line	52,000	11%	22,000.	22,000	
					Past due or to be retired within one year:					
					Creditor	Purpose	Date			
						Incurred	Incurred			
Farm products on hand (Sch. A)										
Salt, minerals, barley, etc...			1,000.	1,000						
Growing crops (Sch. B)										
43 ac barley			5,000.	2,500						
280 ac. hay			25,000.	7,000						
Livestock held for sale (Sch. C)										
No. Kind										
No. Kind										
No. Kind										
Prepaid expenses					C.C.C. liens on stored crops:					
Other										
FLB Funds				14,060						
TOTAL CURRENT \$			34,000.	27,560	TOTAL CURRENT \$			22,000.	22,000	
Automobiles					Unmatured debts (1 to 7 year terms):					
Machinery and trucks			70,000.	70,000	Creditor	Purpose	Yrs.	Annual		
Portable irrigation equipment			50,000.	50,000		Incurred	Rmg.	Payment		
					First Security					
Livestock (Sch. D):					John Deere Tractor	2	6200	12,400.	12,400	
* No. 120 Kind pairs			78,000	78,000						
No. 6 Kind bulls			5,500	5,500						
No. 12 Kind heifers			6,000	6,000						
No. 2 Kind horses			1,000.	1,000						
Personal Property					C.C.C. liens on structures:					
Other					TOTAL INTERMEDIATE \$				12,400.	12,400
TOTAL INTERMEDIATE \$			210,500.	210,500	Liens on real estate to be mortgaged:					
Market value of real estate					Creditor	Int.	Yrs.	Annual		
to be mortgaged 1150 ac			500,000.	600,000		Rate	Rmg.	Payment		
FLBA stock				8,750	FLB	var	30	21,324	---	
Stock/Retains in other coops									175,000.	
Other					Liens on other real estate:					
					Creditor	Int.	Yrs.	Annual		
						Rate	Rmg.	Payment		
1.										
2.										
3.										
4.										
5.										
6.										
7.										
Market value of other real estate:					Other Creditors					
Acres Location Date						Int.	Yrs.	Annual		
Acquired						Rate	Rmg.	Payment		
1.					First Interstate Bank				150,000.	
2.					(Henry A. Schaffner,				-0-	
3.					Personal Note) - Open End					
4.										
5.										
6.										
7.										
RE sale contracts receivable:										
NOTE: 11/83 30 additional pairs purchased. No debt against them.					TOTAL LONG TERM \$				150,000	175,000
TOTAL FIXED \$				500,000	TOTAL LIABILITIES \$				184,400	209,400.
TOTAL ASSETS \$				744,500	NET WORTH \$				560,100	637,410.

Intangible assets

Contingent liabilities

The above financial statement is submitted as part of my (our) application for a Federal Land Bank Loan. I (we) certify that the statement is complete and accurate to the best of my (our) knowledge.

Signature Barbara W. Schaffner Signature

Date _____

Form FLB 705 (

an. I (we) certify

MICROFILMED

Date

RECEIVED

April 5, 1984

APR 6 1984

Department of Water Resources
Eastern District Office

Mr. Ronald D. Carlson
Eastern Regional Supervisor
State of Idaho
Department of Water Resources
150 Shoup - Suite 15
Idaho Falls, Idaho 83402

RE: APPLICATION #74-7231

Dear Mr. Carlson:

Thank you for your letter of April 3rd. I enjoyed meeting you while you were in Salmon, and appreciate the time and assistance you have given me on this application.

I have spoken to Mr. Freel twice and, unfortunately, am not going to be able to get this protest resolved without a hearing. I would, therefore, appreciate a hearing at your earliest convenience. As you know, any further progress on this project is contingent upon approval of our application.

Again, thank you for your help. Please do not hesitate to contact me if you need any further information.

Sincerely,


Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467

MICROFILMED

April 3, 1984

Henry E. Schaffner
Rt. #1, Box 33
Salmon, Idaho 83467

Dear Mr. Schaffner:

Enclosed is a copy of a protest filed against the issuance of a permit pursuant to your Application No. 74-7231. The Department suggests you contact the protestant directly in an effort to determine the nature of the protest and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying the application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purpose intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?
5. Will the proposed use under this permit conflict with the local public interest?

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

Very truly yours,

RONALD D. CARLSON
Eastern Regional Supervisor

RDC:cw

Enclosure

cc: IDWR - State Office

April 3, 1984

RE: Application for Permit No. 74-7231 SCHAFFNER

James C. Herndon
Attorney at Law
P.O. Box 789
Salmon, ID 83467

Dear Mr. Herndon:

Your protest against the approval of the above referenced application has been received and a copy has been sent to the applicant. The Department suggests you contact the applicant directly in an effort to determine what is proposed by the application and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purpose intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?
5. Will the proposed use under this permit conflict with the local public interest?

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

Very truly yours,

RONALD D. CARLSON
Eastern Regional Supervisor

RDC:cw

cc: IDWR - State Office

RECEIVED

SUPPLEMENTAL PROTEST OF
APPLICATION FOR WATER RIGHT

RECEIVED

MAR 30 1984

Department of Water Resources
Eastern District Office

TO: Director of the Idaho Department
of Water Resources
150 Shoup Avenue
Idaho Falls, Idaho 83401

and

Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Re: Proposed Application for Water Right
No. 74-7231

COMES NOW Charles David Freel, and supplements his protest
of March 22, 1984 as follows:

4. Charles David Freel further protests the above described
application for water right on the grounds that the application,
if allowed, would permit the stream flow from the West Fork of
Sandy Creek to be diverted from its normal channel and piped around
protestor's land, thereby denying protestor his rights for stock
water during the time period from November to April. For more than
ten years, historically the protestor and his predecessors in
interest have used the West Fork of Sandy Creek as a source of stock
water for their livestock.

A HEARING IS HEREBY DEMANDED.

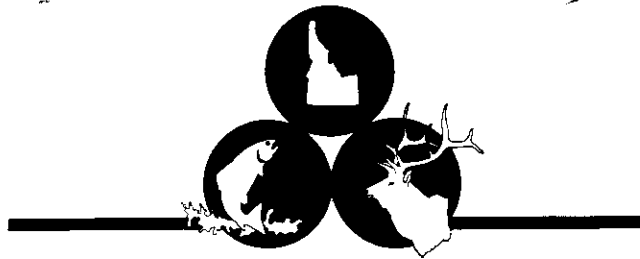
Dated this 27th day of March, 1984.

CHARLES DAVID FREEL



JAMES C. HERNDON
Attorney for Protestor

RECEIVED



IDAHO DEPARTMENT OF FISH AND GAME
REGION 6
1515 Lincoln Road
Idaho Falls • Idaho • 83401

RECEIVED

MAR 30 1984

Department of Water Resources
Eastern District Office

March 23, 1984

Mr. Ernest Carlsen
Assistant Regional Supervisor
Department of Water Resources
150 Shoup - Suite 15
Idaho Falls, ID 83402

Re: Appl. for Permit #74-7231
Schaffner

Dear Ernie:

Department of Fish and Game personnel have reviewed the above referenced application and have met with Mr. Schaffner.

We have identified no significant adverse impacts to fisheries or wildlife values associated with this proposal.

Thank you for the opportunity to review and comment on this permit.

Sincerely,

Tom Reinecker
Regional Supervisor
Region 6

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LAW OFFICES OF
JAMES C. HERNDON
HERNDON HOTEL BLOCK
P. O. BOX 789
SALMON, IDAHO 83467

J. CHARLES HERNDON [1911-1966]

TELEPHONE 756-2412
AREA CODE 208

PROTEST OF APPLICATION FOR WATER RIGHT

RECEIVED

TO: Director of the Idaho Department
of Water Resources
150 Shoup Avenue
Idaho Falls, Idaho 83401

MAR 26 1984

Department of Water Resources
Eastern District Office

and

Henry E. Schaffner
Route 1, Box 33
Salmon, Idaho 83467

Re: Proposed Application for Water Right
No. 74-7231

COMES NOW Charles David Freel, and protests the above described application for water right on the following grounds:

1. The water rights of the West Fork of Sandy Creek have already been totally adjudicated (including the high water) for irrigation purposes. The proposed right whereby water will be diverted from the stream back into the stream will adversely affect the prior irrigation rights.

2. The West Fork of Sandy Creek feeds the ground water in the area and a diversion of those waters, even during the winter, will adversely affect the water table in the area.

3. Two springs rise on your protestor's property (the property situated in the Sandy Creek basin). The spring waters rise on your protestor's land but do not flow off it. The spring is used for stock watering for the entire calendar year, and the second spring is used for culinary and domestic water for two residences situated

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Protest of Application for Water Right
Page Two

on the premises. The proposed water right will adversely affect the water flow in the springs.

DATED this 22nd day of March, 1984.

CHARLES DAVID FREEL



JAMES C. HERNDON
Attorney for Protestor

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March 14, 1984

RE: Application for Permit No. 74-7231 SCHAFFNER

Bureau of Land Management
P.O. Box 430
Salmon, Idaho 83467

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 March 26, 1984, 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

Enclosures

March 14, 1984

RE: Application for Permit No. 74-7231 SCHAFFNER

Mr. Tom Reinecker
Regional Supervisor
Department of Fish & Game
1515 Lincoln Road
Idaho Falls, ID 83401

Dear Tom:

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 March 26, 1984, and we are required to take final action shortly thereafter.

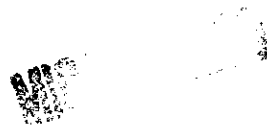
If we may be of further assistance, please feel free to contact us.

Respectfully submitted,

ERNEST CARLSEN
Assistant Regional Supervisor

EC:cw

Enclosures



March 14, 1984

RE: Application for Permit No. 74-7231 SCHAFFNER

Leonard Reagle, Watermaster
Water District No. 74-G
Rt. #1
Salmon, ID 83467

Dear Mr. Reagle:

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 March 26, 1984, 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

Enclosures

STAFF SHEET FOR POWER GENERATION

INITIAL REVIEW BY **G. F. RAMSEY**
DEC 13 1983

APPLICATION NO. _____

DATE REQUESTED

IN FILE

Gr

Form 205/206

N/A

Gr

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

See to IDAHO
POWER

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

$$e = \frac{P (11.8)}{QH} = \frac{(287) (11.8)}{(4.5) (1000)} = \frac{.75}{1} = \underline{75\%}$$

NOT RECORDED

To Gerry

Date 12/19 Time _____

WHILE YOU WERE OUT

Henry Schaffner

of Salmon

Phone 756-3976

Telephoned	☒	Please call	☒
Called to see you	☐	Will call again	☐
Wants to see you	☐	Returned your call	☐

Message _____

Operator

	PRIORITY	RATE	P/D	P/U
74-203	6/1/1894	1.0	Sec 4 SWSW LOT 2 T20N R24E	Sec 7 SE NE 25.8 NE SE 18.6 NW SE 18.6 Sec 8 NW NE 6.0 NE NW 5.3 SW NW 33.4 T20N R24E
74-200	5/1/1882	2.0	Sec 4 SWSW LOT 2 T20N R24E	Sec 7 SE NE 25.8 SE SW 34.6 NE SE 18.6 NW SE 18.6 SW SE 32.9 Sec 8 NW NE 6.0 NE NW 5.3 SW NW 33.4 Sec 18 LOT 1 35.8 NE NW 29.7 NW NE 14.7 T20N R24E
74-204	7/15/1895	1.0	Sec 4 SW SW LOT 2 T20N R24E	Sec 13 NE NE 15.7 SW NE 7.2 SE NE 25.4
74-0433	5/4/1904	1.6	Sec 4 SW SW T20N R24E	Sec 8 SW NE 32.2 SE NW 40 NE SW 40 NW SE 15.5
74-408	4/1/1896	2.0	Sec 4 SWSW T20N R24E	Sec 7 SE SE 10.0 Sec 8 NW SW 34.5 SW SW 31.7 SW SW 35.7

EXHIBIT "A"

FLB #195921-4

Evidence of the following water rights from West Fork Sandy Creek, a tributary of the Lemhi River. Verified: Yes

<u>I.D.#</u>	<u>Basis of Right</u>	<u>Amount (cfs)</u>	<u>Priority Date</u>	<u>Acres of Right</u>
74-0200	Decreed	2.0	5-1-1882	255.4
74-0203	"	1.0	6-1-1884	107.7
74-0204	"	1.0	7-15-1895	48.3
74-0408 & 74-0409	"	1.25	4-1-1896	60.4
74-0433	Beneficial Use	1.6	5-4-1904	127.7
74-0430	"	.50	4-1-1896	24.2

MICROFILMED

Henry E. Schaffner
Rt. 1 Box 33
Salmon, Idaho 83467
PHONE (208) 756-3976 or 756-3278

Mr. Gerald Ramsey
Radiologic Specialist
Idaho Dept. of Water Resources
150 Shoup - Suite 15
Idaho Falls, Idaho 83402

February 22, 1984

RECEIVED

FEB 23 1984

Department of Water Resources
Eastern District Office

RE: APPLICATION FOR PERMIT, POWER GENERATION

Dear Mr. Ramsey:

I am writing in response to your questions regarding our proposed hydroelectric power project. I am sorry for the long delay in answering your letter, but have been waiting for our engineer's plans and drawings to be completed so that I could better answer your questions.

Question #1: The water rights being used to supply this use will be those rights appropriated to our land by Decree and Beneficial Use Permits (list attached). We obtained these rights when we purchased the ranch in 1979.

Question #2: I am enclosing a copy of our engineer's drawing of the project, along with a description of the hydroelectric system and irrigation system. As you can see from the drawing, we have made irrigation an integral part of the complete system. We will irrigate the land above the generating station by releasing it from the pipeline at several points. We will deliver the water via mainline and open ditches to irrigate the upper fields. Below the generating station, the water will all be returned to mainline and delivered to the lower fields via permanent mainline, handlines, wheelines and ditches.

Question #3: The pipeline will start at the uppermost corner of our property (see drawing) and we anticipate approximately 1/3 of the line above the generating site will be above ground and 2/3rds will be below ground. Since we cannot buy the pipeline until we have a generating permit and an approved FERC Application, we have not committed ourselves to any pipeline at this point. After we have the necessary approval for construction of the project, we will secure the pipe and determine the most cost-effective method of installation.

Question #4: We have no water rights on Sandy Creek. All our rights are on West Sandy (the west fork of Sandy Creek.)

CONTINUED...

RECEIVED

Mr. Gerald Ramsey
Page 2

February 22, 1984

Question #5: There is no water available on West Sandy which has not been appropriated.

We will continue to irrigate all the land which we have irrigated in the past. We will, in fact, be able to do so more productively as our delivery system will be much more efficient and we will not be delivering the water through so many open ditches and losing so much to evaporation.

The irrigation system and hydroelectric project are integrated. We are not essentially changing any of our irrigating practices, with the exception of the method by which we will be delivering the water to the fields.

I appreciate your time and help in this matter and will be happy to answer any additional questions you might have. Please feel free to call me at 756-3976 or my wife at work at 756-3278.

Sincerely,


Henry E. Schaffner

Encl.
HES/bas

MAILED 100

Ranchers Irrigation, Inc.

150 MAIN STREET
GOODING, IDAHO 83330
208-934-4409

February 15, 1984

Mr. Henry Schaffner
Route #1 Box 33
Salmon, ID 83367

Dear Henry:

After carefully examining the topographical maps of your ranch and spending time with you on your ranch, I submit the following descriptive summary of the project:

The Henry and Barbara Schaffner hydro-electric project is located southwest of Salmon, Idaho, along the West Fork of Sandy Creek in Township 20, Range 14 East of the Boise Base Meridian.

Three second feet water (1350 GPM) along with any other available irrigation water will be diverted and piped from an existing irrigation ditch at the northeast corner of the ranch; i.e., northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4. The water will be piped in 14" pipe for a distance of 6800' where the available irrigation water will be diverted to a sprinkler irrigation system. Acreage in Section 8 and some acreage in Section 7 will be irrigated from this point. Three second feet of water will continue in 12" pipe for a distance of 3200' to a power generation station located south of the Schaffner house in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8. After the water is discharged from the power station it will be diverted through a 15" pipe for a distance of 1800' to be sprinkled on acreage in Section 7 and Section 18.

The power plant will contain a 15" Pelton Wheel turbine coupled to a 220 KW generator along with the necessary electrical switching to transmit power into Idaho Power Company lines.

Three second feet of water with a 1000' of usable head will deliver 190 kilowatts of energy. Four second feet of water will deliver 250 kilowatts of energy.

Thank you again for the opportunity to work with you on this project.

Sincerely,

Paul B. Garff

Paul B. Garff

PBG:plg

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

December 12, 1983

Henry E. Schaffner
Rt. 1, Box 33
Salmon, ID 83467

Dear Sir:

I am processing your application for permit (4.5 cfs) to be used for power generation. There are several questions which must be answered prior to issuing the permit:

- 1) What water rights will be used to supply this use?
- 2) Where will the water used by this permit be discharged?
- 3) Where will the pipeline start and where will the line be above and below ground?
- 4) What rights on Sandy Creek are owned by you?
- 5) How much water is available that has not been appropriated during the irrigation season?

Sandy Creek and its tributaries presently have 32.88 cfs appropriated by license or decree from 4/1 to 11/1. I have attempted to call your residence for these answers but I have been unable to reach you. You may answer these questions by writing the Regional Office or by calling (525-7161).

Sincerely,

G. F. RAMSEY

FEB 28 1984

GERALD F. RAMSEY
Radiologic Specialist

GFR:bp

*Letter answered
this date*

RECORDED

*Need to type
in name of
town State
and zip code*

74-7231

SCHAFFNER, HENRY E.

RT. 1, BOX 33, SALMON, ID 83467

Source: SANDY CREEK, WEST FORK trib. to LEMHI RIVER

Date Filed: 12/12/1983

Diversion Pt: SENW Sec 04 T 20N R 24E

Use: POWER (4.50 CFS)

In: SESE Sec 07 T 20N R 24E

74-7231

SCHAFFNER, HENRY E.
RT. 1, BOX 33, SALMON,
ID 83467

Source: SANDY CREEK,
WEST FORK trib. to
LEMHI RIVER

Date Filed: 12/12/1983

Diversion Pt: SENW Sec
04 T 20N R 24E

Use: POWER (4.50 CFS)

In: SESE Sec 07 T 20N R
24E

The permit(s) will be
subject to all prior water
rights. Protests must be
filed with the Director,
Dept. of Water Re-
sources, 150 Shoup Ave.,
Suite 15, Idaho Falls,
Idaho 83402 on or before
MARCH 26, 1984.

KEN DUNN, Dir.

Published 3/8 & 3/15/
84.

3-8-2tc

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