EXHIBIT '4'

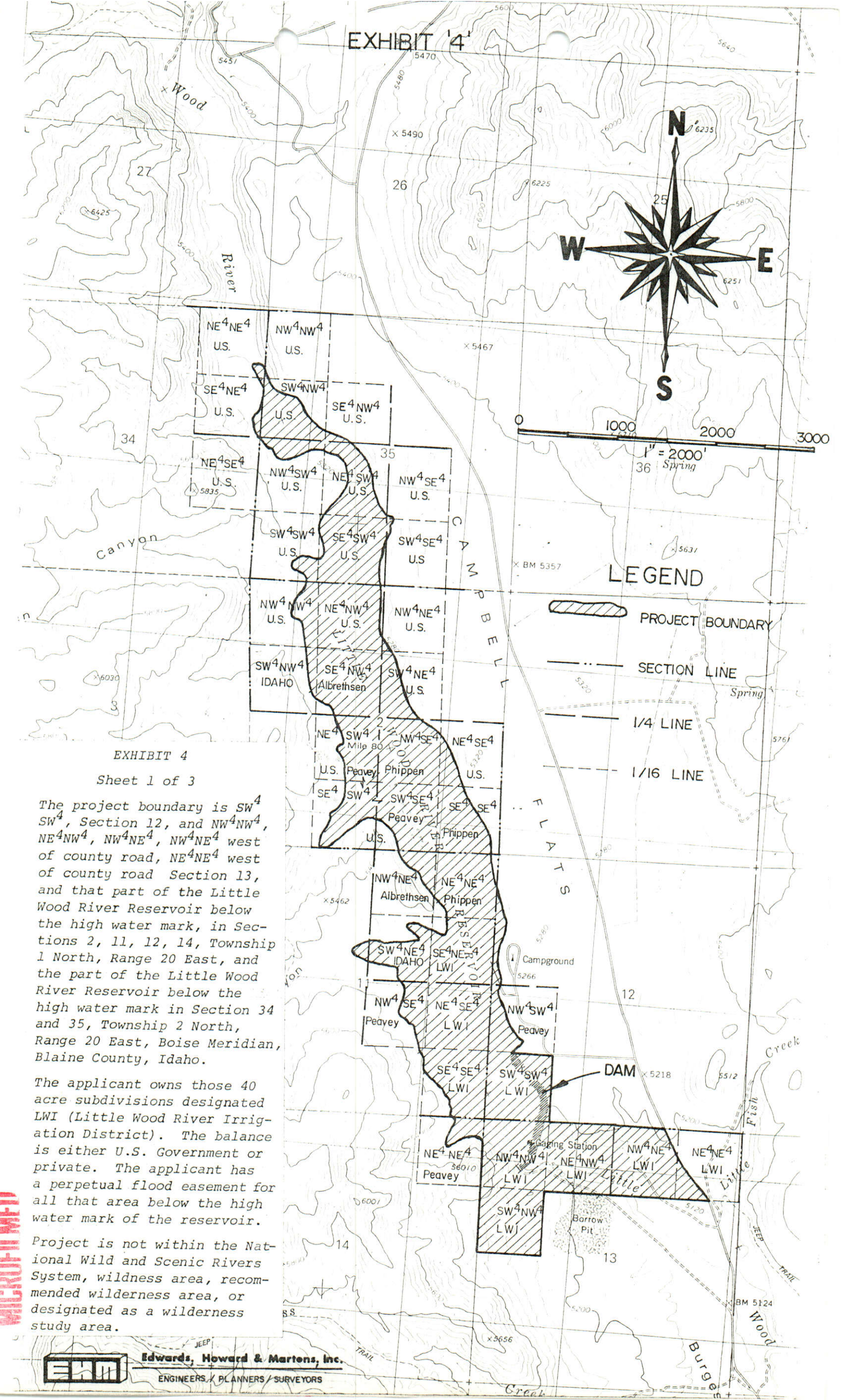


EXHIBIT 4

Sheet 1 of 3

The project boundary is SW^4SW^4, Section 12, and NW^4NW^4, NE^4NW^4, NW^4NE^4, NW^4NE^4 west of county road, NE^4NE^4 west of county road Section 13, and that part of the Little Wood River Reservoir below the high water mark, in Sections 2, 11, 12, 14, Township 1 North, Range 20 East, and the part of the Little Wood River Reservoir below the high water mark in Section 34 and 35, Township 2 North, Range 20 East, Boise Meridian, Blaine County, Idaho.

The applicant owns those 40 acre subdivisions designated LWI (Little Wood River Irrigation District). The balance is either U.S. Government or private. The applicant has a perpetual flood easement for all that area below the high water mark of the reservoir.

Project is not within the National Wild and Scenic Rivers System, wildness area, recommended wilderness area, or designated as a wilderness study area.

Edwards, Howard & Martens, Inc.
ENGINEERS / PLANNERS / SURVEYORS

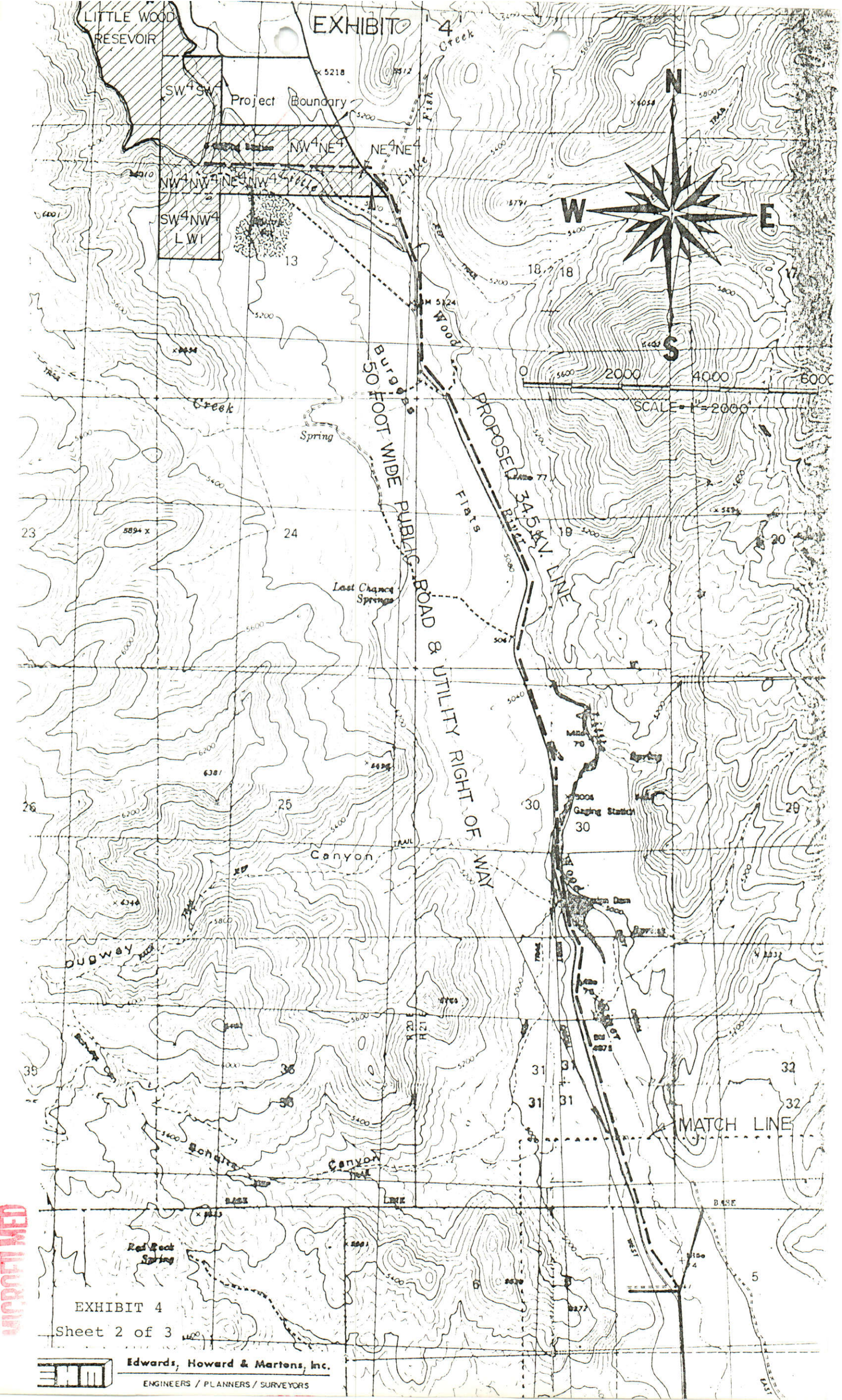


EXHIBIT 4

Sheet 2 of 3

Edwards, Howard & Martens, Inc.

ENGINEERS / PLANNERS / SURVEYORS

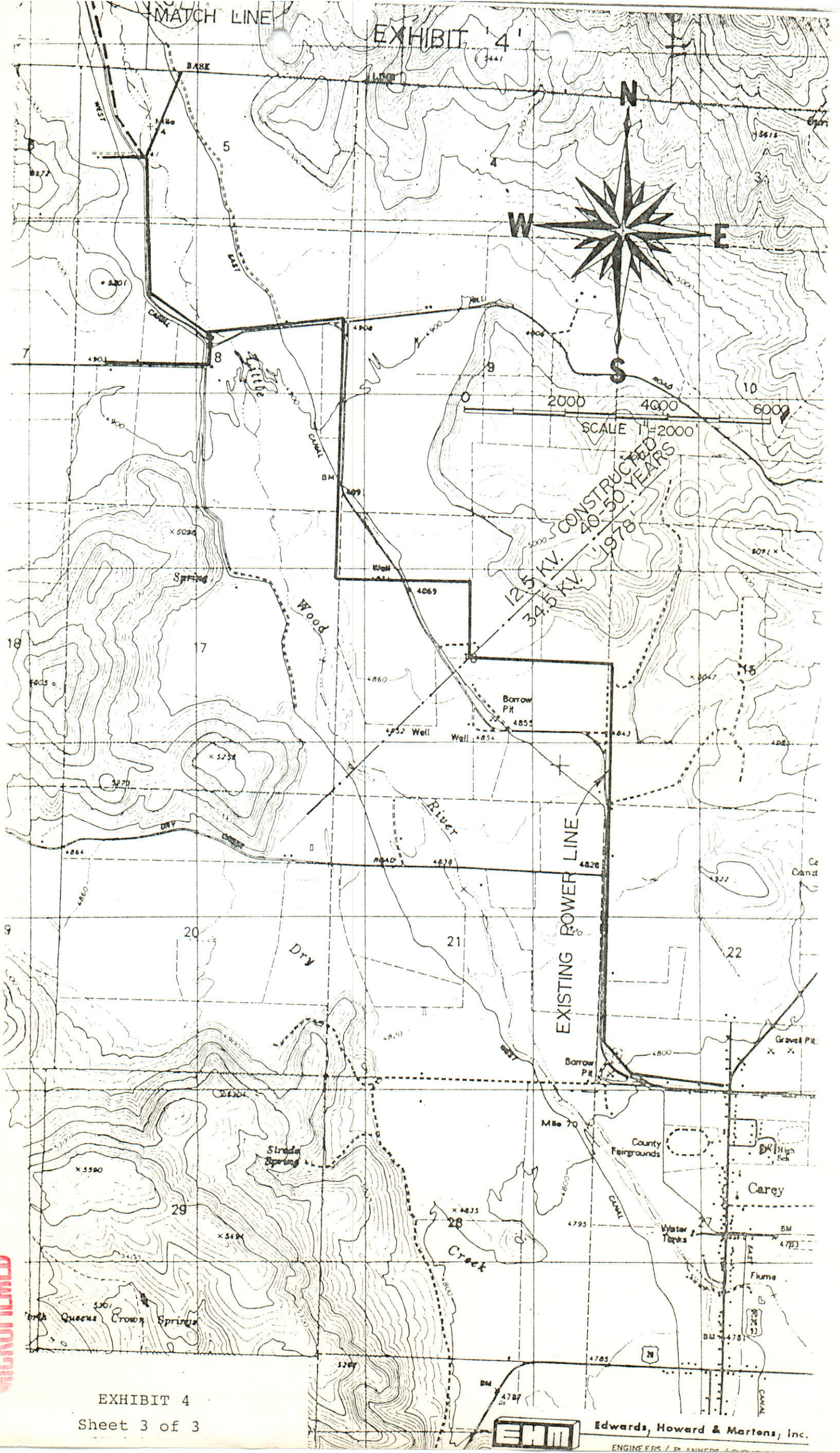


EXHIBIT 4
Sheet 3 of 3

Edwards, Howard & Martens, Inc.
ENGINEERS / PLANNERS

MICROFILMED

NOTICE OF APPLICATION FOR WATER RIGHT

NOTICE IS HEREBY GIVEN, That the following application has been submitted for permit to appropriate the public waters of the State of Idaho:

37-7880

LITTLE WOOD RIVER IRRIGATION DISTRICT
LITTLE WOOD RIVER CANAL COMPANY
CAREY, IDAHO 83320

Source: LITTLE WOOD RIVER tributary to MALAD RIVER

Date Filed: 02/10/1981

Amount: 300.00 CFS

Diversion Point: NENW NWNW Sec 13 T 01N R 20E, Blaine County

Use: POWER (300.00 CFS) from 01/01 to 12/31

Place of Use: NENW Sec 13 T 01N R 20E

Diversion Means: EXISTING LITTLE WOOD RESERVOIR & DAM TO PENSTOCK & GENERATOR

IF ISSUED, The permit will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received ON OR BEFORE MARCH 30, 1981.

C. STEPHEN ALLRED
Director

Publish: Wood River Journal--March 12 & 19, 1981.

FIGURE A

Form 219
6/86

RECEIVED
MAY 01 1987
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

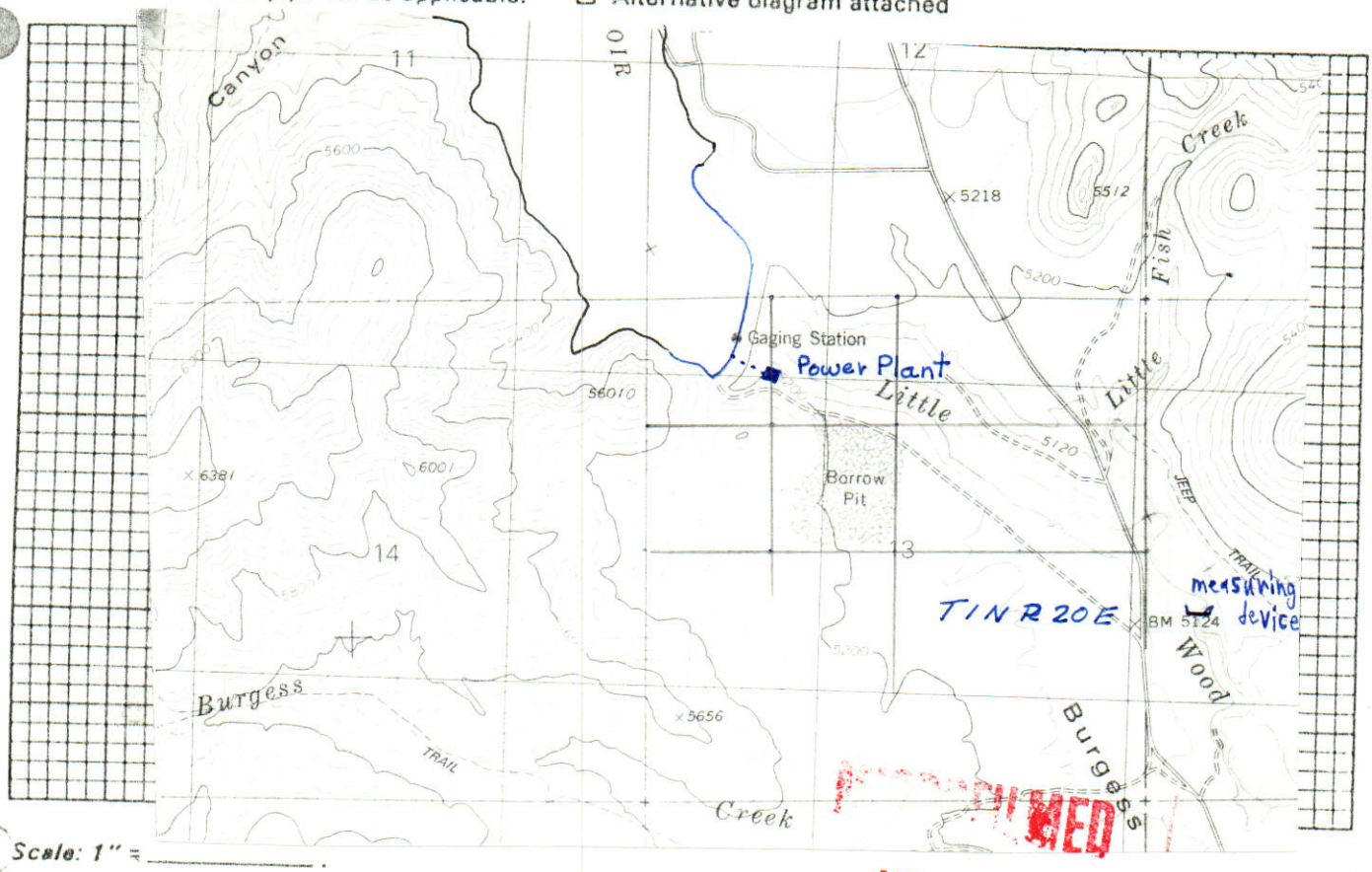
1. Owner: Little Wood River Irrigation Dist. & Little Wood River Canal Co. Permit No. 37-7880
   Current Address: Bx 355 Carey, Ida Phone No. _____
2. Accompanied by: Keith Hunt EXAM. DATE: 7/16/86
   Address: _____ Phone No. 823-4478
   Relationship to Permit Holder: Manager
3. Source: Little Wood River Reservoir tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____
   _____ ☐ Copies Attached
2. Other water rights with same point of diversion: _____
   _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____.

2. ☒ Copy of U.S.G.S. Quadrangle Attached
   Showing location(s) of point(s) of diversion and place(s) of use (required).
   ☐ Aerial Photo Attached
   (required for irrigation of 10 acres or more).
   ☒ Photo of Diversion and System Attached
   (required for all but single household domestic groundwater, and stockwater.

AUG 01 1991

Received by _____ Date 2-16-91 Time 4:30

Preliminary check by _____ Fee $ 2,225.00 # 16832

Receipted by _____ Date 2-19-91

Publication prepared by _____ Date 3-5-91

Published in Twin Falls Times-News

Publication dates 3-6, 3-13, 3-20

Publication approved _____ Date 3-21-91

Protests filed by: _____

_____

_____

Copies of protests forwarded by _____

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. _____ , and said application is hereby _____ .

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 _____ , 19 ____ .

   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: _____

_____

_____

_____

_____

Witness my hand this _____ day of _____ , 19____ .

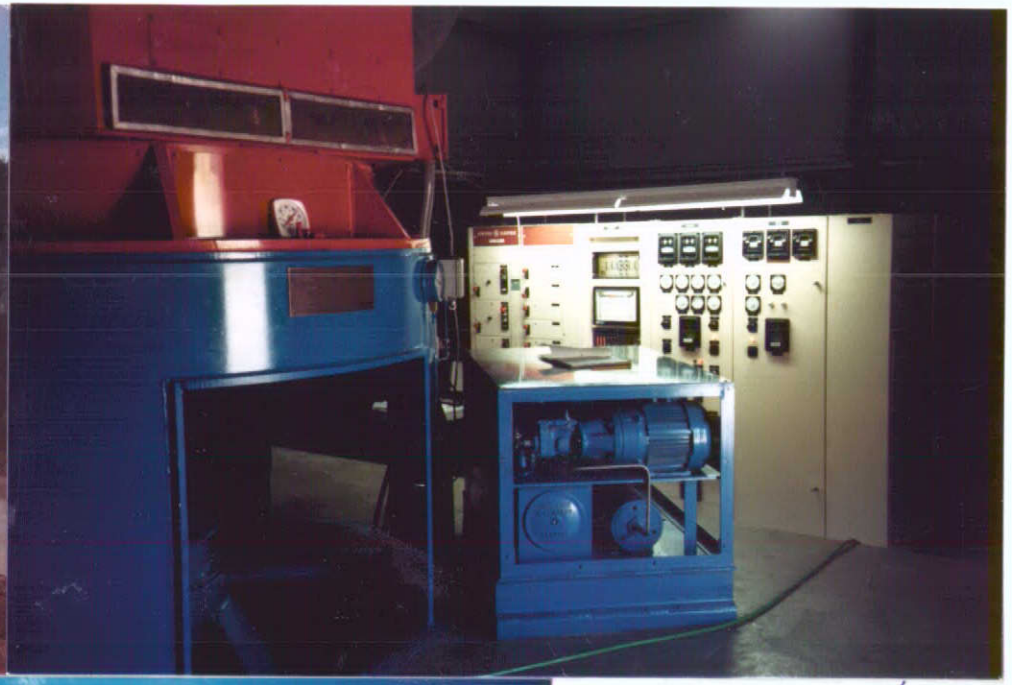
_____

Director

37.7880

Power House.





Generator & Power Panel

AUG 01 1991



Plate on Generator

Attachment
E-2 Form

§ 4.106 Standard terms and conditions of exemption from licensing.

Any exemption from licensing granted under this subpart for a small hydroelectric power project is subject to the following standard terms and conditions:

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

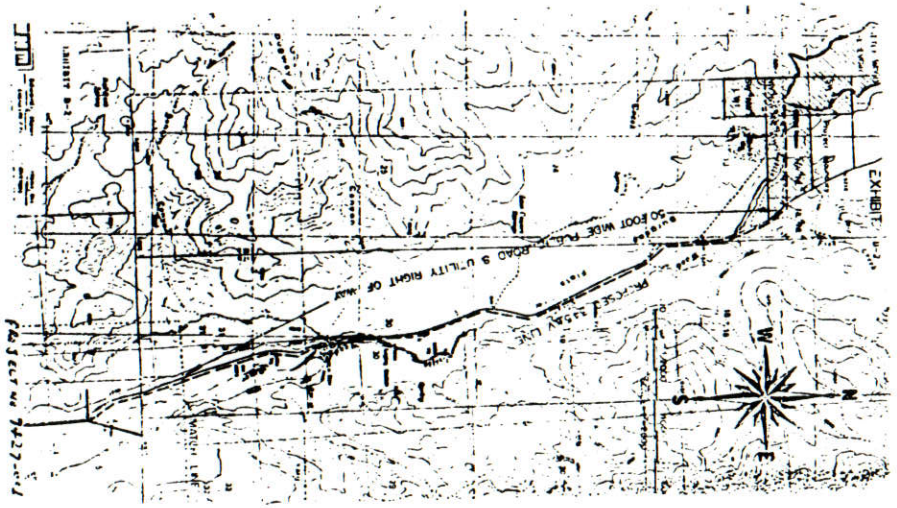
(b) Article 2. The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that any Federal or state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit E of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

(c) Article 3. The Commission may accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

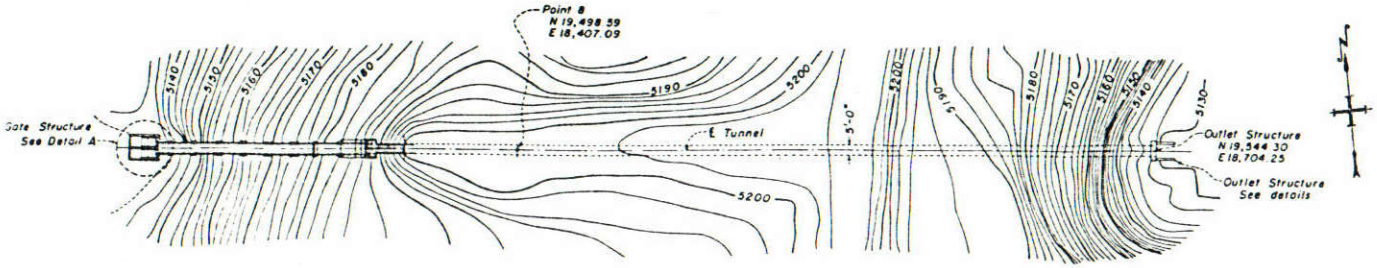
Dte.

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 408 of the Energy Security Act of 1980, to file within 60 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or to otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

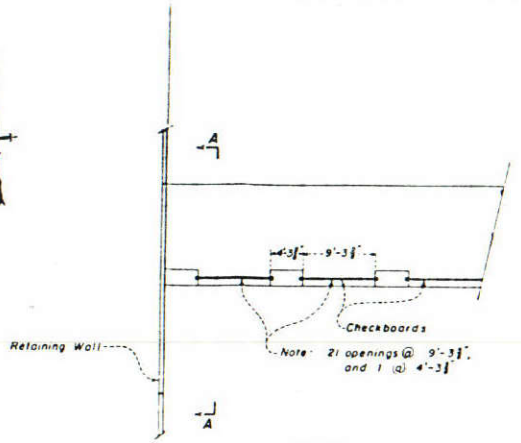
Kenneth F. Plumb
Secretary



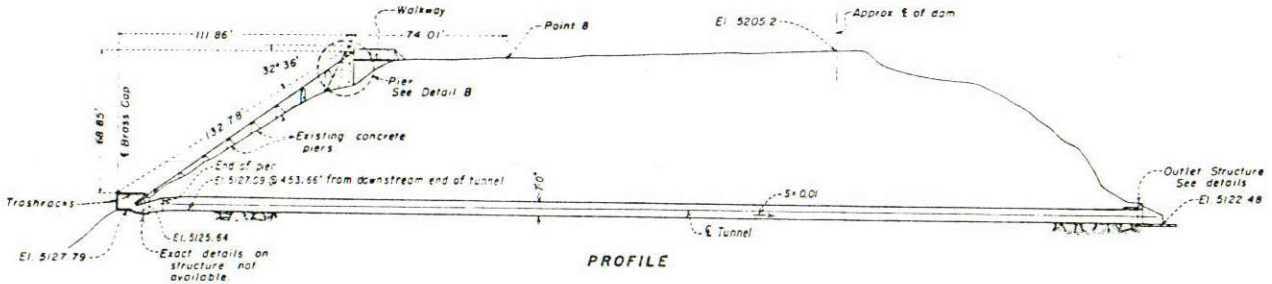
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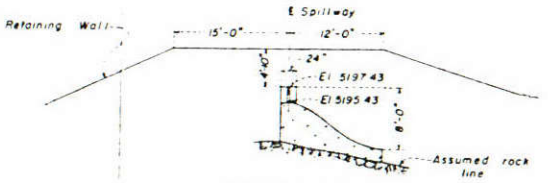
PLAN
OUTLET WORKS



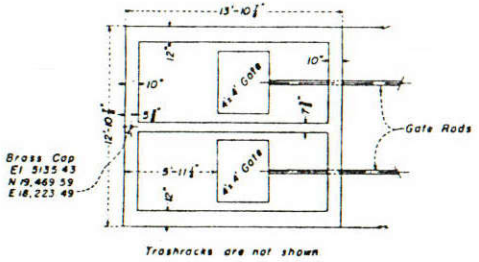
PLAN
SPILLWAY



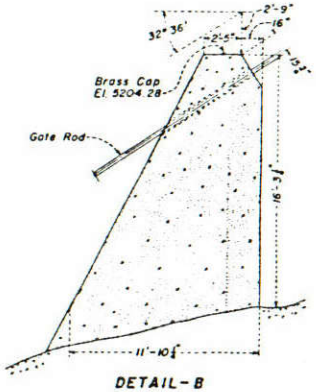
PROFILE



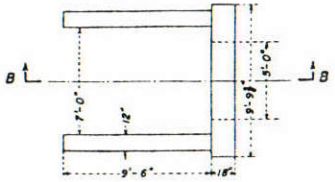
SECTION A-A



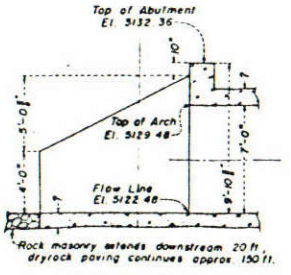
DETAIL-A



DETAIL-B



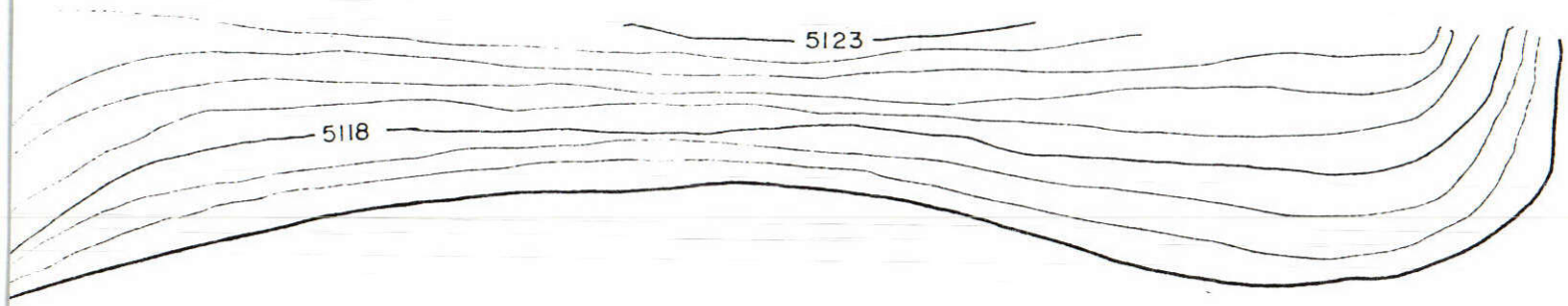
PLAN
OUTLET STRUCTURE



SECTION B-B

3-17-37 REVISION OF TUNNEL INTAKE STRUCTURE	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION LITTLE WOOD RIVER PROJECT-IDAHO	
STRUCTURE DETAILS FROM FIELD MEASURMENTS	
DRAWN A.L.W. SUBMITTED	
TRACED J.L.B. RECOMMENDED	
CHECKED C.B.B. APPROVED CHIEF DESIGN BRANCH	
BUPERT, IDAHO DECEMBER 3, 1937	811-107-11

MICROFILMED



LEVATIONS BASED ON
T OF OUTLET.
LEVATION 5120.35
TOP OF N.E. CORNER
TLET STRUCTURE.
LEVATION 5130.78

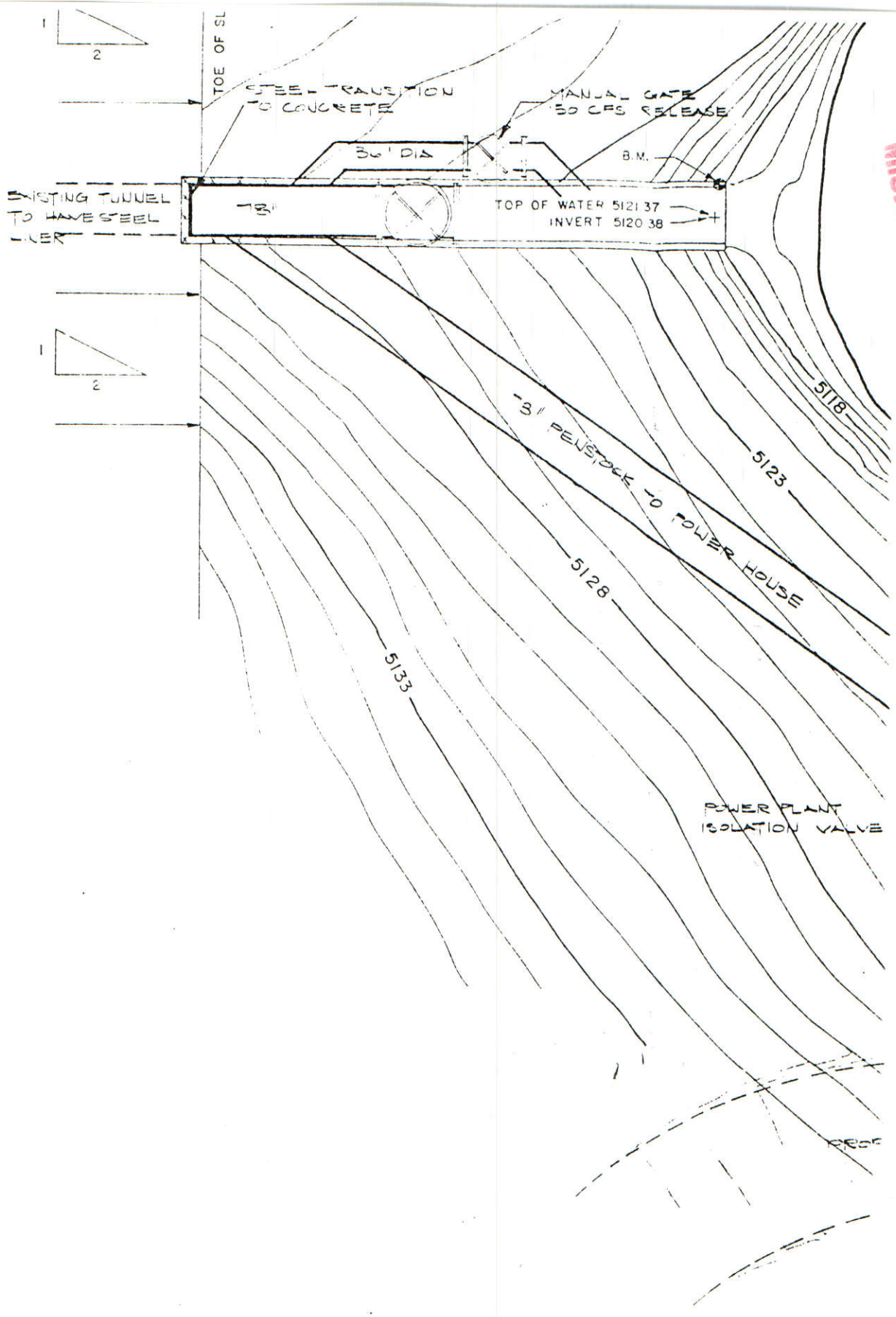
POND

TOP OF WATER ELEVATION 5114.51 AT

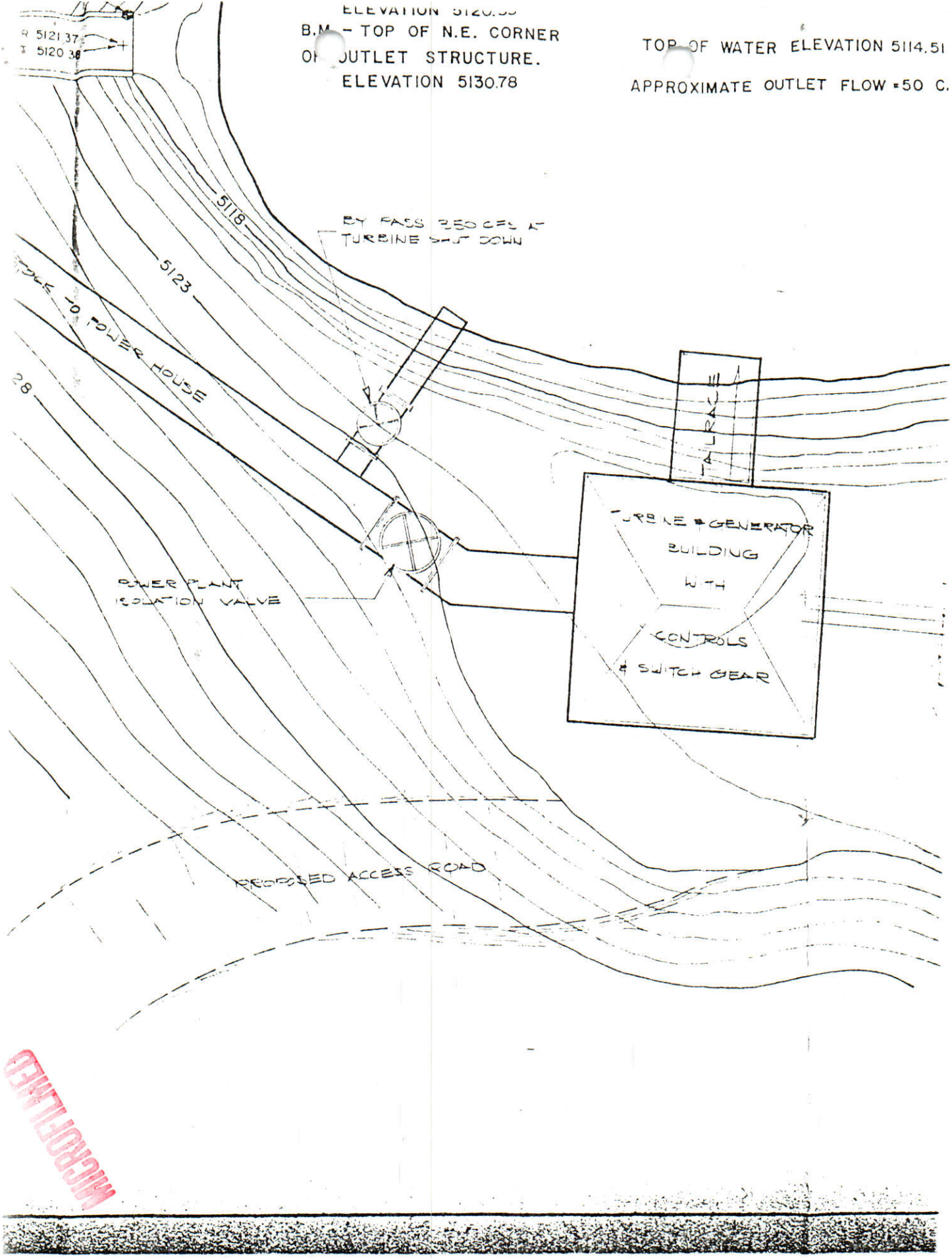
APPROXIMATE OUTLET FLOW =50 C.F.S.

LITTLE WOOD F

Y PASS 350 CFS AT
RBINE SHUT DOWN

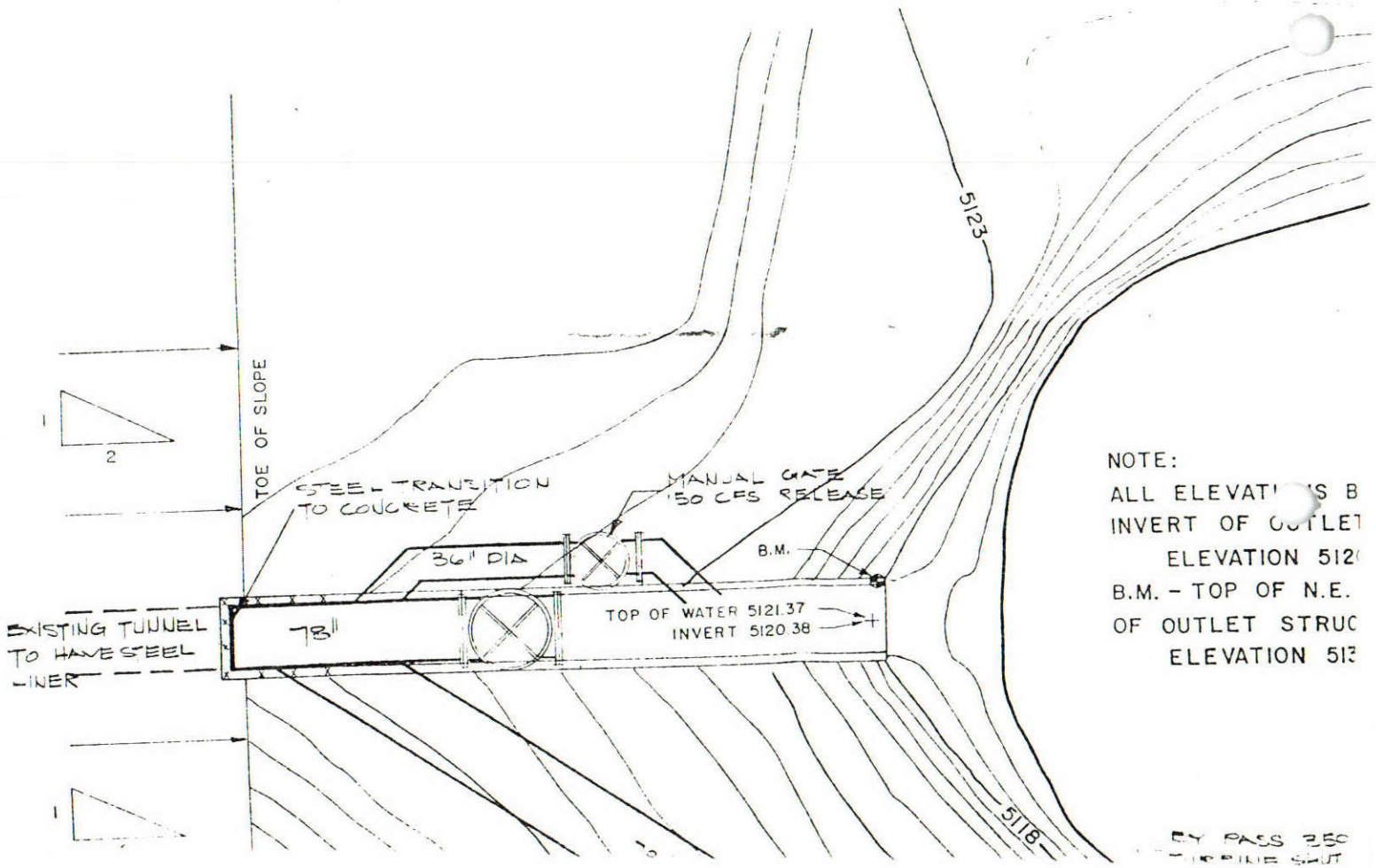


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D

EVATION 5114.51 AT

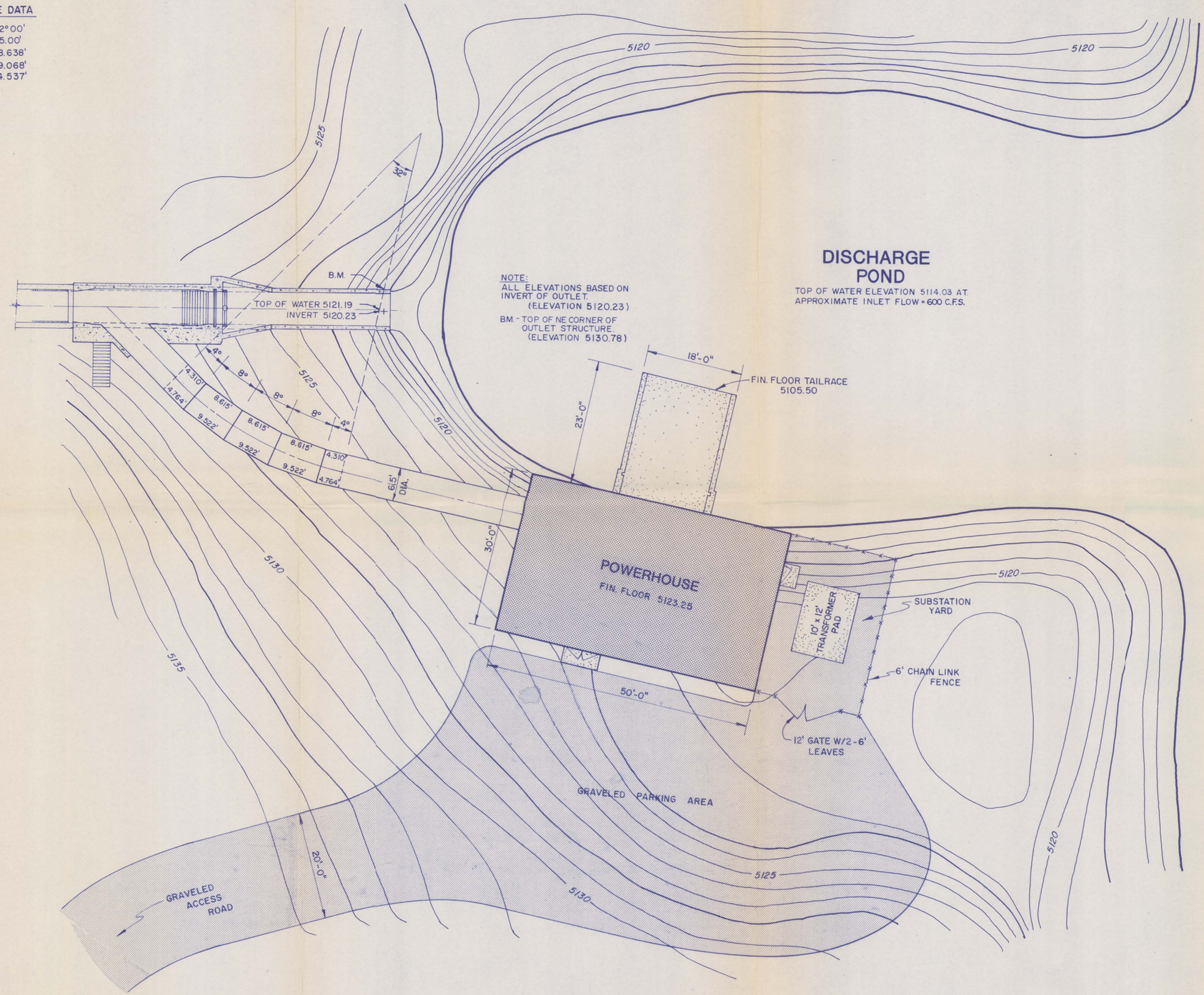
:T FLOW =50 C.F.S.

LITTLE WOOD RIVER →

MICROFILMED

CURVE DATA

Δ = 32°00'
R ℄ = 65.00'
T = 18.638'
C 8°= 9.068'
C 4°= 4.537'



NOTE:
ALL ELEVATIONS BASED ON INVERT OF OUTLET. (ELEVATION 5120.23)
B.M. - TOP OF NE CORNER OF OUTLET STRUCTURE. (ELEVATION 5130.78)

DISCHARGE POND

TOP OF WATER ELEVATION 5114.03 AT APPROXIMATE INLET FLOW = 600 C.F.S.

LITTLE WOOD RIVER

NOTES

1. TOPOGRAPHIC INFORMATION FOR THIS DRAWING OBTAINED FROM EDWARDS, HOWARD & MARTENS, INC. VERIFY PRIOR TO CONSTRUCTION.
2. RESTORE RIP-RAP AROUND TAILRACE WALLS TO MATCH EXISTING SLOPE.

MICROFILMED
AUG 01 1991
Too large to film
See Note Sheet!

N

0 10 20 30
SCALE IN FEET

BONNEVILLE PACIFIC GROUP

LITTLE WOOD DAM

POWERHOUSE SITE PLAN

Bingham Engineering
165 Wright Brothers Drive
Salt Lake City, Utah 84116
Telephone: 801 532-2520

Design: J R L K C F
Drawn: EDDY FRANCO
Checked: J B
Reviewed:

Rev.	By	Date	Remarks

Date SEPT 1984 Project # 667-005 Sht. 2 of

BRUNING 44-152 60513

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-07880

Priority: February 12, 1981 **Maximum Diversion Rate:** 300.00 CFS

This is to certify, that LITTLE WOOD RIVER IRRIGATION DISTRICT
LITTLE WOOD RIVER CANAL CO
PO BOX 355
CAREY ID 83320 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 10, 1981; and has submitted Proof of Beneficial Use on December 9, 1985. An examination indicates that the works have a diversion capacity of 337.000 cfs of water from:

LITTLE WOOD RIVER tributary to **MALAD RIVER**

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

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
POWER	01/01 to 12/31	300.00 CFS	

LOCATION OF POINT(S) OF DIVERSION: NWNW , Sec. 13, Township 01N, Range 20E
BLAINE County

PLACE OF USE: POWER

TWN	RGE	SEC		
01N	20E	13	NENW	NWNW

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Use of water under this water right will be regulated by the watermaster of State Water District No. 37N.
5. Return flow if discharged to a surface water system shall meet Idaho Water Quality Standards.
6. 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.

MICROFILMED
OCT 2 6 1992

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-07880

CONDITIONS/REMARKS:

7. The diversion and use of water under this license is subject to review by the Director twenty-seven (27) 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 30th day of SEPTEMBER, 1992.

Acting for R. Keith Higginson, Director

MICROFILMED
OCT 26 1992

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PERMIT TO APPROPRIATE WATER NO. 37-7880 IN THE NAME OF LITTLE WOOD RIVER IRRIGATION DISTRICT AND LITTLE WOOD RIVER CANAL COMPANY	**ORDER REMOVING MEASURING DEVICE REQUIREMENT**

A field examination for permit no. 37-7880 was conducted by the Department of Water Resources in 1986. The water flow was not measured, but the examiner simply used the turbine rating as the maximum flow rate.

A condition of the permit required installation of a measuring device. No measuring device is presently in place for the project. The project utilizes an existing dam which stores water for irrigation. The field examiner indicates that installation of a measuring device would be physically impossible unless the system is redesigned and reconstructed.

IT IS HEREBY ORDERED that condition "f.", requiring installation of a measuring device and lockable control works is rescinded and removed as a condition on the permit.

IT IS FURTHER ORDERED that releases from the reservoir shall be based solely on irrigation demand, and not for any other purpose.

RECEIVED

AUG 01 1991

Dated this 15th day of July, 1991.

L. GLEN SAXTON, Bureau Chief
Water Allocation Section

CERTIFICATE OF MAILING

I hereby certify that on the 15th day of July, 1991, I mailed a true and correct copy of the Order Removing Measuring Device Requirement, postage prepaid, to the following individuals:

Keith Hunt
P.O. Box 184
Carey, ID 83320

Bonneville Pacific Corp.
200 E. Temple
Suite 300
Salt Lake City, UT 84111

Kent Foster, Attorney at Law
P.O. Box 50130
Idaho Falls, ID 83405

JENNIFER SEIFERT
Secretary

RECEIVED
AUG 01 1991

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 37-7880 IN THE NAME OF LITTLE WOOD RIVER IRRIG. DIST. & LITTLE WOOD RIVER CANAL CO.	ORDER ADVANCING DATE OF PRIORITY

This matter having come before the Department of Water Resources (Department) as a result of preparing Permit No. 37-7880 for the issuance of a license, the Department makes the following Findings of Fact, Conclusions of Law, and Order pursuant to the provisions of Idaho Code.

FINDINGS OF FACT

1. On September 20, 1984 the Department approved Application for Permit No. 37-7880 to appropriate the public waters of the State of Idaho with a priority of February 10, 1981.

2. On April 30, 1986 the Department sent the permit holder a notice that a license examination fee was required before an examination could be conducted to confirm the extent of use developed under the permit.

3. The fee was due on June 29, 1986, 60 days from the date of the notice; however, the fee was not received until July 1, 1[illegible] days late.

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AUG 01 1991

CONCLUSIONS OF LAW

1. The Director may advance the priority date of the permit one day for each day the fee was late, pursuant to the provisions of Section 42-217, Idaho Code.

2. The date of priority of Permit No. 37-7880 should be advanced 2 days.

ORDER

IT IS HEREBY ORDERED that the date of priority of Permit No. 37-7880 is advanced to February 12, 1981.

Dated this 2nd day of October, 1987.

for Chief, Operations Bureau

MICROFILMED

AUG 01 1991

Form 202
3/78

Ident. No. 37-7887

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROVED APPLICATION FOR PERMIT

RECEIVED
FEB 12 1981
Department of Water Resources
Southern District Office

To appropriate the public waters of the State of Idaho

1. Name of applicant Little Wood River Irrigation District & Little Wood River Canal Company Phone _____

   Post office address Carey, Idaho 83320

2. Source of water supply Little Wood River which is a tributary of ~~Big Wood River~~ Malad River

3. Location of point of diversion is N½ of NW ¼ of Section 13 Township 1 North

   Range 20 E. B.M. Blaine County, additional points of diversion if any: ____

4. Water will be used for the following purposes:

   Amount 300 cfs (cfs ~~or acre-feet per annum~~) for Power generation purposes from Jan 1 to Dec 31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 300 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Existing Little Wood River storage reservoir and dam. Francis type turbine 1350 KW.

   b. Height of storage dam 116 feet, active reservoir capacity 28,000 acre-feet; total reservoir capacity 30,000 acre-feet, materials used in storage dam: Earth filled

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

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

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

8. Description of proposed uses: Power generation
   a. If water is **not** for irrigation:
      (1) Give the place of use of water: NE ¼ of NW ¼ of Section 13 Township 1 North

      Range 20 E B.M.

      (2) Amount of power to be generated: 1800 horsepower under 92 feet of head.

      (3) List number of each kind of livestock to be watered N/A

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

      (5) If water is to be used for other purposes describe: After generating power, will continue to used for irrigation.

DUPLICATED

MICROFILMED

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. _____

Not applicable

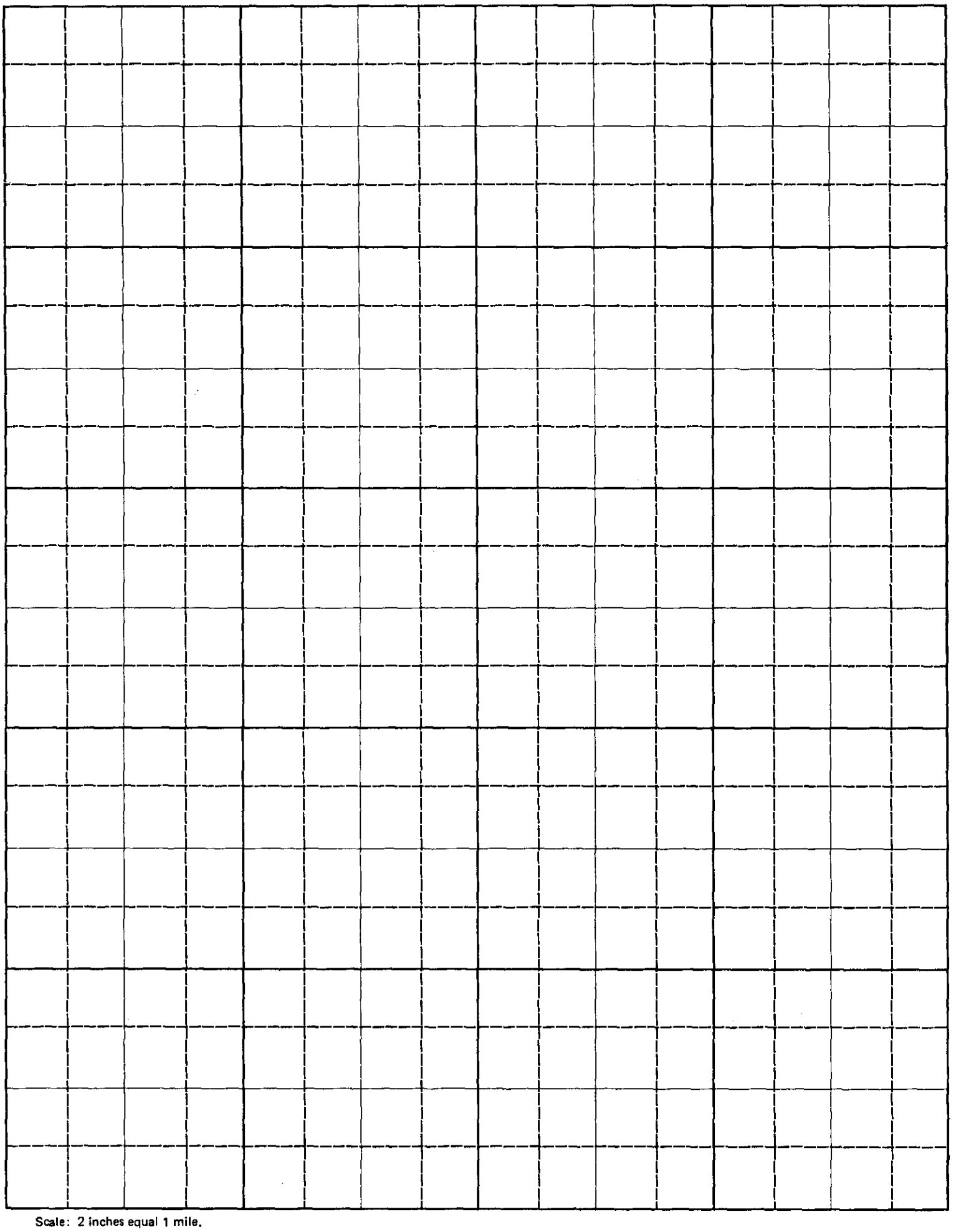
9. a. Who owns the property at the point of diversion Little Wood River Irrigation District

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

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 The Little Wood River Dam is in existence. It was constructed in two stages, the first in 1936, and the second in 1958. The water stored in the reservoir is stored for irrigation purposes and is delivered to the water users by the Little Wood River Canal Company through its distribution system. The reservoir and dam and storage rights are owned by the Little Wood River Irrigation District for its landowners within the District. The construction of the proposed power generation facilities are a part of an improvement project on the distribution system of the applicants.

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



Scale: 2 inches equal 1 mile.

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

LITTLE WOOD RIVER IRRIGATION DISTRICT

MICROFILMED

Feb. 2-81

By H. Lloyd Mackman
(Applicant)

LITTLE WOOD RIVER CANAL COMPANY

By Jim Peterson
(Applicant)

Proposed Priority 2/10/81 marya 2-12-81 2:00 pm

Received by [illegible] Date 02-10-81 Time 8:30

Preliminary check by [illegible] Fee $ 2,225.00 # 16832

Receipted by marya Date 3/18/81

Publication prepared by adm Date 2/25/81

Published in Weed News Journal

Publication dates 3/12 & 3/19/81

Publication approved marya Date 3/24/81

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by RA KW

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 37-7880, and said application is hereby APPROVED.

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

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 89.

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:

SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 20th day of September, 1984.

L. Glen Saxton

Chief, Operations Bureau

DIRT

ATTACHMENT
To Conditions of Approval of Permit No. 37-7880

d. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.

e. 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.

f. 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.

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

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

i. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

j. 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. 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.

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

l. Use of water under this permit shall be non-consumptive.

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

Witness my hand this 20th day of September, 1984.

L. Glen Saxton
Chief, Operations Bureau

IRT

MICROFILMED

State of Idaho

Department of State.

CERTIFICATE OF AUTHORITY
OF

PRUDENTIAL LEASING COMPANY

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

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

Dated ***June 24, 1983***

GREAT SEAL OF THE STATE OF IDAHO
ESTO PERPETUA

Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

CAU 779

State of Idaho

Department of State.

AMENDED CERTIFICATE OF AUTHORITY OF

PRUDENTIAL LEASING COMPANY

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

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Amended Certificate of Authority to *PRUDENTIAL CAPITAL GROUP CO.* to transact business in this State under the name *PRUDENTIAL CAPITAL GROUP CO.* and attach hereto a duplicate original of the Application for such Amended Certificate.

Dated *October 26,* , 19 *84* .

GREAT SEAL OF THE STATE OF IDAHO — ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

CAA 779

State of Idaho

Department of State.

CERTIFICATE OF AUTHORITY
OF

FAR WEST CAPITAL, INC.

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

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

Dated June 28, 1985

GREAT SEAL OF THE STATE OF IDAHO — ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

CAU 779

RECEIVED
JUN 29 1983
Department of Water Resources

State of Idaho

Department of State.

CERTIFICATE OF AUTHORITY
OF

PRUDENTIAL LEASING COMPANY

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

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

Dated ***June 24, 1983***

GREAT SEAL OF THE STATE OF IDAHO
ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

CAU 779

RECEIVED
JUN 20 1985
Department of Water Resources

No. 73197

Articles of Incorporation

PRUDENTIAL LEASING COMPANY

$50,000.00
Perpetual

Foreign - Utah

STATE OF IDAHO
Department of State
Boise, Idaho
Approved, filed and admitted to the corporation records of the State of Idaho
Date *June 24, 1983*
Time *8:40 am*

ENTERED
JUN 27 1983

FEES PAID
Filing $ *60.00*
Tax $ *5.00*

Pete T. Cenarrusa
SECRETARY OF STATE

By: Deb Simantel

ccr 9575
mv 31252

Registered Agent:
C T Corporation System
300 North Sixth Street
Boise, Idaho 83701

Filed By:
Rooker, Larsen, Kimball &
Suite 1300, 185 South Sta
Salt Lake City, Utah 84111

FILMED JUN 30 1983 ROLL 1555

State of Idaho

Department of State.

CERTIFICATE OF QUALIFICATION OF FOREIGN CORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that

ARGUS LEASING CORPORATION

a corporation duly organized and existing under the laws of Utah has fully complied with Section 10 Article XI of the Constitution, and with Sections 30-501 and 30-502, Idaho Code, by filing in this office on the 8th day of September 1975, a properly authenticated copy of its articles of incorporation, and on the 8th day of September 1975, a designation of T.H. Eberle/ J.R. Gillespie or R.B. Kading or the County of Ada as statutory agent for said corporation within the State of Idaho, upon whom process issued by authority of, or under any law of this State, may be served.

AND I FURTHER CERTIFY, That said corporation has complied with the laws of the State of Idaho, relating to corporations not created under the laws of the State, as contained in Chapter 5 of Title 30, Idaho Code, and is therefore duly and regularly qualified as a corporation in Idaho, having the same rights and privileges, and being subject to the same laws, as like domestic corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this 8th day of September, A.D., 1975.

Pete T. Cenarrusa
Secretary of State

_____
Corporation Clerk

FOREIGN-Utah

No. 52016

Articles of Incorporation

of

ARGUS LEASING CORPORATION

Place of business Boise, Idaho
Existence Perpetual
Capital Stock $1,000,000.00

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of Incorporation of the State of Idaho and certificate issued this 8th
day of September **19** 75
at 3:22 **o'clock** P. **M.**

FEES PAID

Filing	$ 125.00
Recording	
Cert. Copy	1.00
Certificate	6.00
License Tax	180.00
D/A	5.00
	TOTAL $ 317.00

Pete T. Cenarrusa
SECRETARY OF STATE

BY Bess C Jenkins
CORPORATION CLERK

Corporation
310 South Main Street-Suite 302
Salt Lake City, Utah 84101

88002
180.0
02389
137.6

State of Idaho

Department of State.

CERTIFICATE OF CORPORATE STATUS
OF

ZIONS LEASING CORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named corporation was incorporated under the laws of Utah and was issued a certificate of qualification in Idaho on May 1, 1963

I FURTHER CERTIFY That the corporation's authority to do business has not been forfeited.

Dated October 2, 1984

GREAT SEAL OF THE STATE OF IDAHO
ESTO PERPETUA

Pete T. Cenarrusa
SECRETARY OF STATE

by Dollie Ainsworth

CCSSF 781

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR PERMIT NO. 37-7880 IN THE NAME OF LITTLE WOOD RIVER IRRIGATION DISTRICT & LITTLE WOOD RIVER CANAL COMPANY	ORDER TO SHOW CAUSE

WHEREAS, on February 10, 1981, Little Wood River Irrigation District and Little Wood River Canal Company applied to the Department of Water Resources for a permit to appropriate 300.0 cubic feet per second of water from Little Wood River within the NE¼NW¼, Section 13, Twp. 1N, Rge. 20E, B.M., Blaine County, to be used for power generation purposes; and,

WHEREAS, on May 12, 1981 the Department sent a letter to said applicant informing the organizations that final action on said Application would be withheld until the Federal Energy Regulatory Commission (FERC) either issued a preliminary permit, or granted an exemption for filing a preliminary permit; and,

WHEREAS, on June 16, 1982 the Department sent a letter requesting that the applicant should advise the Department of progress toward obtaining necessary approval from FERC on or before July 16, 1982 in order to keep the Application in good standing; and,

WHEREAS, as of this date the Department has not received said information; and,

WHEREAS, pursuant to the provisions of Section 42-204, Idaho Code, the Director of the Department of Water Resources is empowered to VOID Applications for which requested information is not received within thirty (30) days;

MICROFILMED

IT IS, THEREFORE ORDERED, that the Applicant show cause before the Director of the Department of Water Resources on or before June 20, 1983, why Application for Permit No. 37-7880 should not be Voided.

Dated this 16th day of May, 1983.

L. Glen Saxton

L. GLEN SAXTON
Chief, Operations Bureau

D.S

RECEIVED

Form 205
7/81

Ident. No. 37-7880

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

NOV 5 1981

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.

Little woodruff for Dist
H. Lloyd Meeham
Applicant Pres, Irr Dist

State of Idaho)
County of Blaine) ss.

On this 4 day of November, 19 81, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Gail L Peterson
Notary Public residing at

seal

Carey Idaho 83320

My commission expires:

April 25, 1985

MICROFILMED

Edwards, Howard & Martens, Inc.

ENGINEERS / PLANNERS / SURVEYORS

1139 Falls Ave. East
Twin Falls, Idaho 83301
Phone 734-4888

IN THE FIELDS OF:

PLANNING
SURVEYING
HIGHWAYS
WATER
SEWAGE
STRUCTURAL
SUBDIVISIONS
AIRPORTS
BRIDGES

February 26, 1981

RECEIVED

FEB 25 1981

Department of Water Resources
Southern District Office

Idaho Department of Water Resources
1041 Blue Lakes Boulevard North
Twin Falls, Idaho 83301

RE: Power Generation Water
Right Application

Attention: Mr. Fundenburg

Dear Mr. Fundenburg:

Enclosed are the additional items you requested to complete processing the application for the Little Wood River Canal Company and the Little Wood River Irrigation District.

Respectfully yours,
EDWARDS * HOWARD * MARTENS

Charles D. Howard, PE/LS

CDH:mh
cc:file
Enclosures

MICROFILMED

SITE ONE

Location - Base of Reservoir

1. Hydrology and Data Source - Corps of Engineers. See Exhibit C, D, E, and F, University of Idaho.
   Average discharge - 150 cfs - University of Idaho
   Flow duration - 10% - 390 cfs
   30% - 230 cfs
   50% - 52 cfs
   80% - 20 cfs
   95% - 12 cfs
   } Under present mode of operation

   Use: 200 cfs for nine months
   Cross head - 116 feet
   Net power head - 92 feet - Corps of Engineers
   Drainage area - 279 square miles
   Gage station number - number unknown
   Location 3 miles below dam

2. Potential Capacity
   Capacity: KW = (.073)(200 cfs)(92') = 1343 KW
   or average annual flow
   (.073)(150 cfs)(92') = 1007.4
   KWH - (Capacity)(Hrs/day)(365 days/yr)(50%)
   allows for high - low flow limitations on on turbines, maintenance downtime, and flood storage requirements.
   Annual Energy Potential = (1343)(24)(365)(50%)
   use 50% - 9 month/yrs + maintenance = 5.88×10^6 KWH

3. Turbine Size - Generator rating - 1343 KW
   From D.O.E. Chart, Figure 6 - use 3' diameter

MICROFILMED

4. Economics

Heff = 92 feet

Generator rating - 1343 KW - From Figure #7 D.O.E.

Cost - $700,000.00 (1978)

Add 50% for 1. Transmission line
2. Tail race
3. Dam modification

($700,000.00 X 50%) + $700,000.00

total $1,050,000.00

$$\text{Cost/KW} = \frac{\$1,050,000.00}{1343} = \$781.00/\text{KW}$$

From Figure 8

Break even 21 mills/KWH for corporations

Based on 1978 Charts

Length of new transmission line - 3 miles

Use existing penstock (modify)

Use existing tail race

Proposed operation mode: 200 cfs for nine months

EXHIBIT P

LARSON, McINTYRE & COLEMAN

LAWYERS
156 SECOND AVE. WEST
P.O. BOX 525
TWIN FALLS, IDAHO 83301
(208) 734-1224

BERT LARSON, P.A.
C. G. McINTYRE, P.A.
JOHN R. COLEMAN, P.A.

THOMAS B. HIGH

February 12, 1981

Federal Energy Regulatory Commission
Washington, D.C. 20013

Gentlemen:

I am writing this letter to you on behalf of my client, Little Wood River Irrigation District, to set forth for your consideration, certain of the statutory powers of irrigation districts organized and existing in the State of Idaho.

For your general information the Irrigation District Statutes of the State of Idaho are codified in Volume 8 of the Idaho Code and are found in Title 43. Irrigation districts have the power to construct and operate electrical generation facilities and transmission facilities for electrical power. These powers are given by the provisions of Idaho Code 43-313. For your information, I am attaching to this letter a copy of Idaho Code 43-313.

The district also has the power to issue bonds to raise the necessary funds to construct irrigation facilities, power generation facilities and any other type of systems authorized by the statutes for the State of Idaho for the operation of the district. The district further has the power to enter into contracts with the United States of America or any agencies of the United States which by law are authorized to construct such facilities. The district, through its directors, has the power to levy assessments against the lands within the district to operate and maintain the system of the district and to levy funds against the lands to raise the necessary funds to meet the retirement of bonded indebtedness incurred by the district for the construction of its facilities. The assessments of the district have the same standing as ad valorem taxes impossed by the county for taxing purposes.

If you have any questions concerning the powers of the irrigation district, I would be most happy to visit with any of your people concerning these powers.

Sincerely yours,

JOHN R. COLEMAN

JRC/jk
Encl.

facts found by the said judge upon the hearing of said petition. [I. C. A., § 42-307b, as added by 1945, ch. 4, § 3, p. 5.]

Compiler's notes. The bracketed word "interested" was inserted by the compiler.

Sec. to sec. ref. This section is referred to in § 43-307.

43-311. **Decree granting petition — Vesting of powers and authority in district.** — Upon the filing of the findings of fact at the final hearing of said petition, as set forth in the last preceding section, said judge, if he finds that the granting of said petition and the drainage of the lands in said irrigation district will be conducive either to the public health, welfare or convenience, or will increase the public revenue, or will be of special benefit to the majority of the acreage of the lands in said irrigation district, shall enter the decree of said court granting said petition. Thereupon a certified copy of same shall be filed in the office of the secretary of state: and from and after the date of said filing of said decree, said irrigation district shall be vested with all of such functions, powers and authority of a drainage district and its board of commissioners under the laws of this state relating to drainage districts. The function, powers and authority granted by this act shall be exercised by such irrigation district through its board of directors and so far as may be in the manner provided by the drainage district laws of this state. [I. C. A., § 42-307c, as added by 1945, ch. 4, § 3, p. 5.]

Compiler's notes. For sections in which "this act" is compiled see compiler's note, § 43-308.

Sec. to sec. ref. This section is referred to in § 43-307.

43-312. **Appeals.** — Appeal may be taken by any interested person from said decree of the district court to the Supreme Court by serving a written notice of such appeal upon the secretary of said board of the irrigation district, within thirty (30) days after the rendition of said decree by said court. [I. C. A., § 42-307d, as added by 1945, ch. 4, § 3, p. 5.]

Sec. to sec. ref. This section is referred to in § 43-307.

43-313. **Electric power plants — Construction and operation.** — The board of directors of any irrigation district, organized under the laws of the state of Idaho, shall have the power to construct and operate, or to contract for the construction and operation, of electric power plants, power transmission lines, and all other works in connection therewith necessary or proper for generating and transmitting electric power, and for pumping water for irrigation and domestic use; and to contract to sell surplus power generated at such power plants. [1915, ch. 50, § 1, p. 137; reen. C. L., § 2386p; C. S., § 4348; am. 1923, ch. 27, § 1, p. 29; am. 1931, ch. 22, § 1, p. 49; I. C. A., § 42-308; am. 1973, ch. 183, § 1, p. 427.]

43-314. **Electrical power plants — Sale of surplus power — Ratification of contract.** — The question of the ratification of contracts for the sale of surplus power as provided in the preceding section shall be submitted in the same manner, and shall be governed by the same limitations and provisions as questions creating indebtedness: provided, that the form for the notices,

EXHIBIT 4

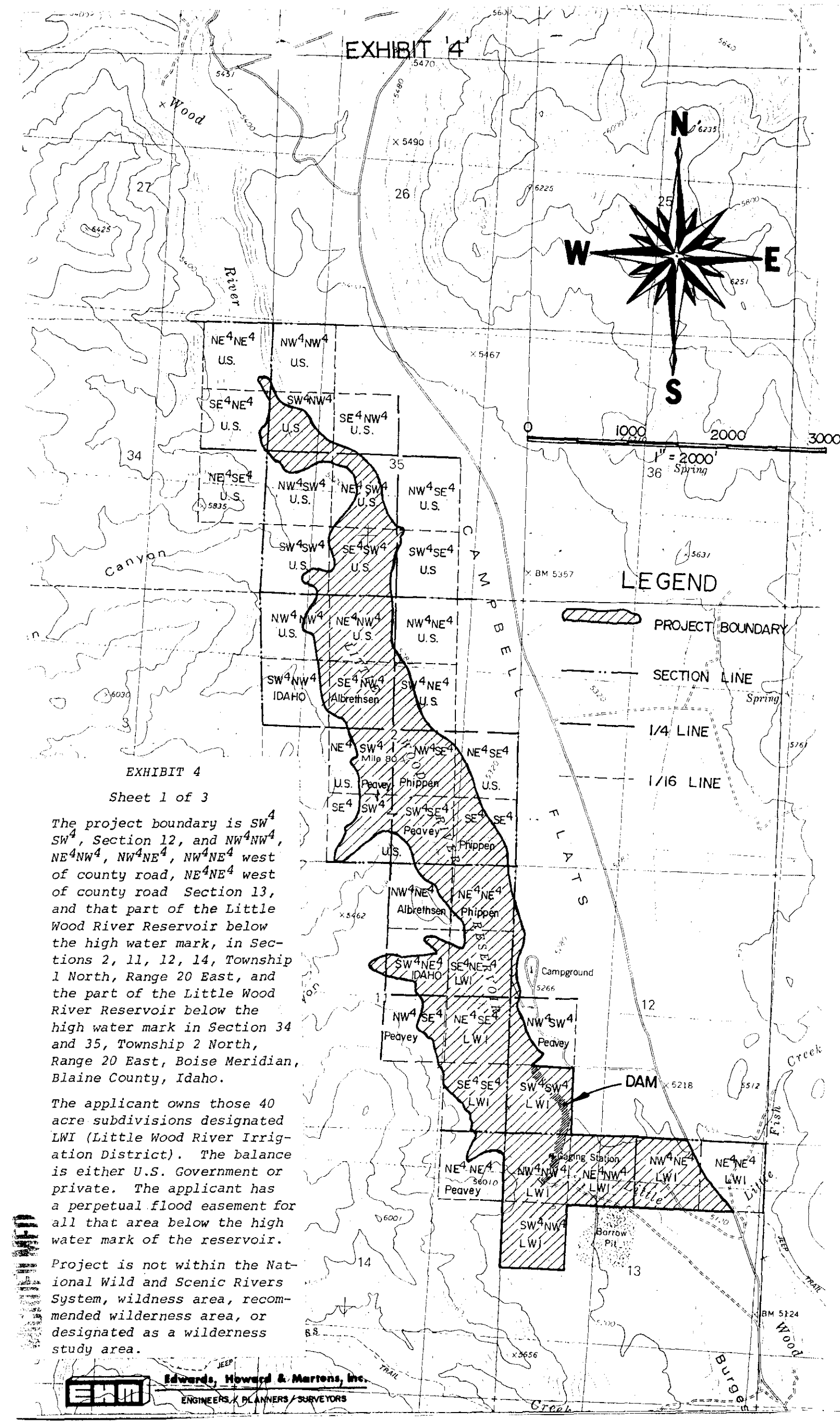


EXHIBIT 4

Sheet 1 of 3

The project boundary is SW^4 SW^4, Section 12, and NW^4NW^4, NE^4NW^4, NW^4NE^4, NW^4NE^4 west of county road, NE^4NE^4 west of county road Section 13, and that part of the Little Wood River Reservoir below the high water mark, in Sections 2, 11, 12, 14, Township 1 North, Range 20 East, and the part of the Little Wood River Reservoir below the high water mark in Section 34 and 35, Township 2 North, Range 20 East, Boise Meridian, Blaine County, Idaho.

The applicant owns those 40 acre subdivisions designated LWI (Little Wood River Irrigation District). The balance is either U.S. Government or private. The applicant has a perpetual flood easement for all that area below the high water mark of the reservoir.

Project is not within the National Wild and Scenic Rivers System, wildness area, recommended wilderness area, or designated as a wilderness study area.

Edwards, Howard & Martens, Inc.
ENGINEERS / PLANNERS / SURVEYORS

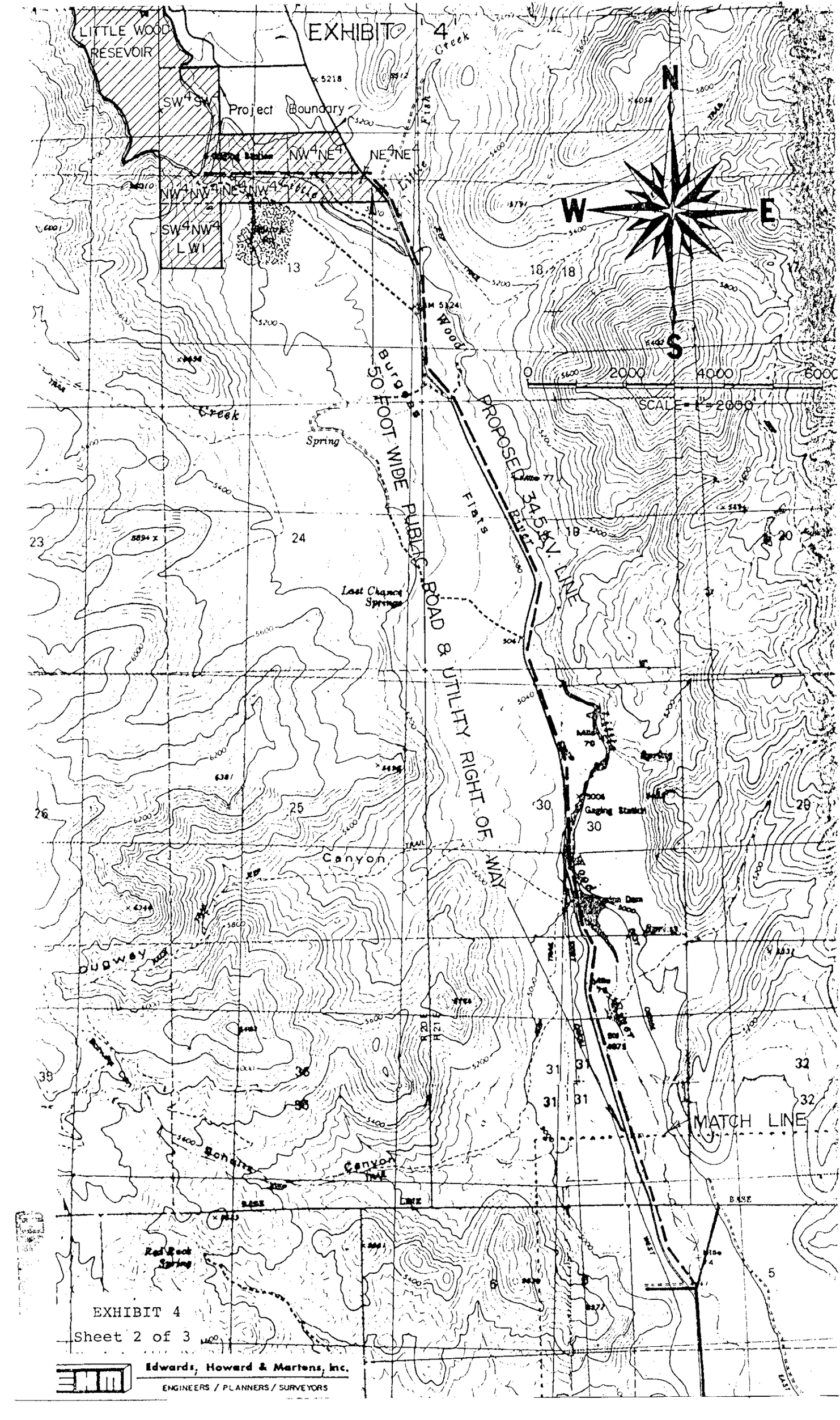


EXHIBIT 4

Sheet 2 of 3

Edwards, Howard & Martens, Inc.

ENGINEERS / PLANNERS / SURVEYORS

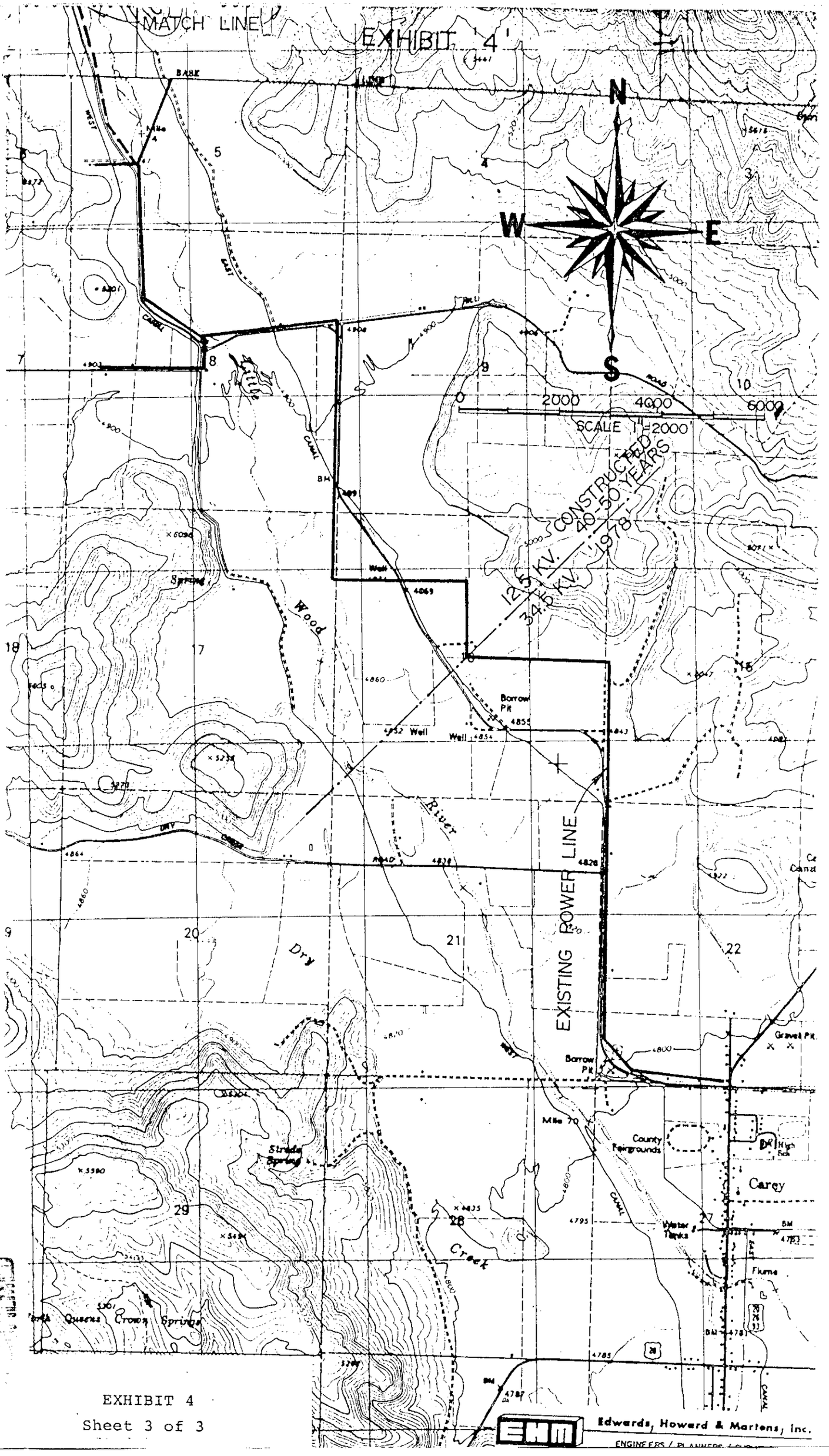


EXHIBIT 4
Sheet 3 of 3

AFFIDAVIT of PUBLICATION

State of Idaho, } SS.
County of Blaine }

GORDON O. GLASMANN, being first duly sworn, deposes and says that he is the printer (publisher) of the Wood River Journal, a newspaper published every week in Hailey, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 12 day of March, 19 81, and the date of the last publication was on the 19 day of March, 19 81.

Gordon O. Glasmann

Subscribed and sworn to before me this 19 day of March, 19 81.
(SEAL)

Roberta McKercher
NOTARY PUBLIC

WOOD RIVER JOURNAL
Hailey, Idaho

COST OF PUBLICATION

Numer of Picas per Line 13
Number of Lines in Notice 40
Number of Insertions 2

	Lines tabular at		4¢ / Pica
40	Lines straight at	15.60	3¢ / Pica
40	Subsequent lines at	10.40	2¢ / Pica
	TOTAL COST	26.00	

COPY OF NOTICE
(Paste Here)

Permit 37-7880
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

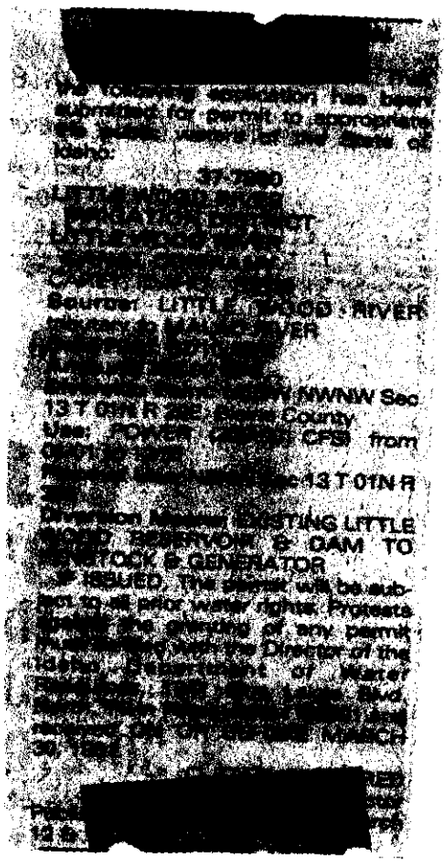
Dept of Water Resources
1041 Block Lake Blvd N
T. F.
BILL TO

PUBLICATION RATES
(Idaho Code, Rev. Statutes 1980)

7-8 pt. per line, straight	3¢ / Pica
7-8 pt. per line, tabluer	4¢ / Pica
7-8 pt. per line successive insertions	2¢ / Pica

RECEIVED
MAR 24 1981
Department of Water Resources
Southern District Office

No. 421



October 2, 1992

LITTLE WOOD RIVER IRRIGATION DISTRICT
LITTLE WOOD RIVER CANAL CO
PO BOX 355
CAREY ID 83320

RE: WATER RIGHT NO. 37-07880

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

MICROFILMED
OCT 26 1992

MEMORANDUM

TO: File No. 37-07880 in the Name of Little Wood River Irrigation District and Little Wood River Canal Company
FROM: Gary Spackman
DATE: September 23, 1992

RE: Term of Years for License

The proof of beneficial use submitted to the Department states that operation of the power plant commenced in February of 1985. FERC approved the project as an exemption. When an exemption is granted, there is no expiration for the exemption.

The term of the power sales contract is thirty-five (35) years from the date production began. This sales contract term is dictated by the PUC.

Finally, downstream water users utilize water taken from the reservoir, and passing through the turbines. It is unlikely that the power right will somehow be depleted in the future by upstream development.

I recommend that the license condition be amended to read as follows:

> The diversion and use of water under this license is subject to review by the Director twenty-seven (27) 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.

MICROFILMED
OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 1, 1991

Kent Foster
Attorney at Law
P.O. Box 50130
Idaho Falls, ID 83405

RE: Permit to Appropriate Water No. 37-7880

Dear Kent:

Permit no. 37-7880 authorized the development of a hydropower project on the Little Wood Reservoir and dam. I understand that, because of low water years, the project, which was owned by the Little Wood Reservoir Company, had not satisfied its financial commitments, and the lending institution was foreclosing or had foreclosed on the project. Our files indicated that you may have represented the secured party. I sent a copy of the order to you because I thought you might be representing a party with a continuing interest in the project.

Sincerely,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

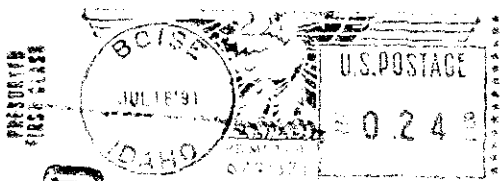
GS:js

cc: Eastern Region

FILMED
OCT 26 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

185 S. State St.
P.O. Box 11898
SLC 84147



RECEIVED
JUL 25 1991
Department of Water Resources

~~BRETT VAN WAGONER~~
BONNEVILLE PACIFIC CORP
200 E TEMPLE
SUITE 300
SALT LAKE CITY UT 84111

OCT 26 1992

37-~~7857~~
37-7865
~~7946~~
~~7923~~ ~~7960~~
47-~~7660~~ 7830

01-7009

1191 07/23/91

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

new address

37-7880

BONNEVILLE PACIFIC CORP
185 S STATE STREET
PO BOX 11898
SALT LAKE CITY UT 84147

MICROFILMED
OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

July 15, 1991

Brett Van Wagoner
Bonneville Pacific Corp.
200 E. Temple
Suite 300
Salt Lake City, UT 84111

RE: Permit No. 37-7880

Dear Mr. Van Wagoner:

Enclosed is an order removing the condition requiring a measuring device and lockable controlling works on the above referenced permit.

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

Respectfully,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

cc: Region

MICROFILMED
OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

July 15, 1991

Kent Foster
P.O. Box 50130
Idaho Falls, ID 83405

RE: Permit No. 37-7880

Dear Mr. Foster:

Enclosed is an order removing the condition requiring a measuring device and lockable controlling works on the above referenced permit.

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

Respectfully,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

cc: Region

OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

July 15, 1991

Keith Hunt
P.O. Box 184
Carey, ID 83320

RE: Permit No. 37-7880

Dear Mr. Hunt:

Enclosed is an order removing the condition requiring a measuring device and lockable controlling works on the above referenced permit.

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

Respectfully,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

cc: Region

FILED

OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

July 15, 1991

Little Wood River Irrigation District
Little Wood River Canal Co.
Box 355
Carey, ID 83320

RE: Permit No. 37-7880

Dear Permit Holder:

Enclosed is an order removing the condition requiring a measuring device and lockable controlling works on the above referenced permit.

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

Respectfully,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

cc: Region

MICROFILMED
OCT 26 1992

Bonneville Pacific Services Co. Inc.

RECEIVED
JUL 31 1989
Department of Water Resources

July 28, 1989

Mr. Gary Spackman, Manager Water Rights Permit Section
Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Re: Little Wood River Hydroelectric Plant Permit no. 37-7880

Dear Mr. Spackman:

I am writing you in response to a letter from your office dated June 01, 1989 to Mr. Keith Hunt, Little Wood Irrigation District. Mr. Hunt has requested that Bonneville Pacific address the two outstanding issues mentioned in your letter concerning water permit no. 37-7880.

In your letter you state that the water permit requires that a "measuring device and lockable controlling device of the type acceptable to the department be permanently installed and maintained as part of the diverting works".

We are formally requesting that these two conditions be removed from our permit for the following reason:

The Little Wood River power plant is simply an inflow/ outflow plant which utilizes water from the Little Wood Reservoir that is released at the discretion of the local Water Master. Once the water goes through the plant, it is then discharged directly into the Little Wood River. The plant does not regulate nor store water.

I have spoken to the local Water Master (Dean Haskell) and he has assured me that the diversion works are kept locked at all times.

Your office had previously requested information regarding the length of our Power Sales Agreement, and Ferc Exemption. The Power Sales Agreement with Idaho Power is for 35 years, and the FERC exemption has no fixed expiration date.

Please contact me if you have any questions.

Sincerely,
BONNEVILLE PACIFIC SERVICES
Brett Van Wagoner

MICROFILMED
OCT 26 1992

Brett Van Wagoner

cc: Keith Hunt, Little Wood Irrigation District

252 Deere St. • P.O. Box 2467 • Twin Falls, Idaho 83303-2467 • (208) 734-0553 (208) 734-0551

INTER-DEPARTMENT MEMO — 1

FROM Gary

DATE 1/29/90

TO File 37-7880

SUBJECT Kent Foster of Holden, Hahn, Kidwell & Crapo informed me that they are representing a mortgagee, Prudential Capital, which is foreclosing on the power plant. We should send Kent copies of any notices sent.

MICROFILMED

OCT 26 1992

Gary

SIGNATURE

36-8337

IDAHO DEPARTMENT OF WATER RESOURCES

MEMO-REPLY | **Date** 11/9/90

To Gary Spackman

From NCR

- [x] Take Appropriate Action
- [ ] Draft A Reply
- [ ] Action Required By _____
- [ ] See Me
- [ ] Call Me
- [ ] Return To Me
- [ ] For Your Information
- [ ] For Your Approval
- [ ] For Your Comments
- [ ] As You Requested
- [ ] Copy (____ Copies)
- [ ] File

Comments Please mail to Bob Burks copies of the hearing notice for the motion for hearing on Box Canyon and the Family Hardy fish propagation P.D.

Reply
Amendment hearings.

Signed _____ **Date** _____

36-7091
36-7175

Prudential Capital-
Foreclose -
Little Wood Irrigation Dist.
Canal Company-

37-7880

Status - proof.

LAW OFFICES
HOLDEN, KIDWELL, HAHN & CRAPO

IDAHO FIRST NATIONAL BANK BUILDING
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE 523-0620
TELEFAX 523-9518

FRED J. HAHN
KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
STEPHEN E. MARTIN
CHARLES A. HOMER
GARY L. MEIKLE
MICHAEL D. CRAPO
GAYLE A. SORENSON
DONALD L. HARRIS
GREGOR S. CHVISUK
RANDALL B. REED
MARIE T. FEELEY
ROBERT M. FOLLETT

ARTHUR W. HOLDEN (1877-1967)
ROBERT B. HOLDEN (1911-1971)
TERRY L. CRAPO (1939-1982)

R. VERN KIDWELL, OF COUNSEL

RECEIVED
JAN 24 1990
Department of Water Resources

January 23, 1990

Ms. Roberta Garrett
IDAHO DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83720

Dear Roberta:

We need to know the present status of Water Right No. 37-7880. Could you please give us some information and send us copies of pertinent documents. As always, if you will advise us of the cost for any copies, we will be happy to send our check. Thank you for your kind attention to this matter.

Yours very truly,

Kent

Kent W. Foster

#7143.00/srr

Copies
sent 1-24-90

MICROFILMED
OCT 26 1992

Rebecca

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

June 1, 1989

Keith Hunt
P.O. Box 184
Carey, ID 83320

RE: Permit to appropriate water no. 37-7880

Dear Keith:

Enclosed is a copy of a letter dated December 23, 1987, requesting information regarding the term of years for which a water right license should be issued, and also requesting information why a permit measuring device was not installed as required by the permit. Specifically, the permit required that a "measuring device and lockable controlling device of the type acceptable to the department shall be permanently installed and maintained as part of the diverting works." You must find some justification for the noncompliance with this condition, or install the measuring device and controlling works as required. In response to your telephone call, I will defer action on the notice of pending order cancelling the permit to give you a chance to submit the information we requested. If I have not received a response to the inquiry, however, within sixty (60) days of the date of this letter, an order will be issued cancelling the permit.

Respectfully,

Gary Spackman

Gary Spackman, Manager
Water Right Permit Section

GS:ds

Enclosure

MICROFILMED
OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

May 15, 1989

Little Wood River Irrig. Dist.
Little Wood River Canal Co.
Box 355
Carey, ID 83320

RE: Permit No. 37-7880

Dear Gentlemen:

NOTICE OF PENDING ORDER CANCELLING PERMIT

On September 20, 1984, the Department approved application to appropriate water number 37-7880, for power generation purposes located within the NENW, Sec. 13, T1N, R20E, B.M., Blaine County.

On September 13, 1988, the Department requested that you submit information regarding a term of license issuance. As of this date, the Department has not received the requested information. Pursuant to Section 42-311, Idaho Code, the Department may cancel the record of permits for which requested information if not submitted.

The purpose of this letter is to request that you relinquish the permit or explain why the Department should not cancel the permit. Enclosed is a relinquishment form that should be signed and returned to me, unless you have some explanation that would prevent the Department from cancelling your permit.

If you fail to respond to this inquiry within thirty (30) days of the date of this letter, the Department will act to cancel your permit. The permit will be cancelled on the grounds that requested information was not submitted.

Sincerely,

Gary Spackman

GARY SPACKMAN, Manager
Water Right Permits Section

GS:hm

I hereby certify that on this 16th day of May, 1989, I sent the original copy of this letter, postage prepaid, to the person and address listed above.

Heidi M. Mikel

RECEIVED
OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

September 13, 1988

RE: Permit No. 37-7880

Little Wood River Irrigation District
& Little Wood River Canal Co.
Box 355
Carey, ID 83320

Gentlemen:

On December 23, 1987, the Department requested information from you to determine a term of license issuance on the above referenced permit. On February 8, 1988 we sent a reminder notice requesting this information. As of this date, we have not received a response from you. A copy of the 12/23/87 correspondence is enclosed for your convenience.

We will delay action on this permit for 30 days to allow you to submit the necessary data. If we have not heard from you by that time, the Department will begin proceedings to void the permit.

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

Enclosure

OCT 26 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 1301 North Orchard Street Boise, Idaho 83706-2237 • (208) 334-4440

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

February 8, 1988

RE: Permit No. 37-7880

Little Wood River Irrigation District
& Little Wood River Canal Co.
Box 355
Carey, ID 83320

Gentlemen:

As of this date we have not received a response from you regarding our previous correspondence of December 23, 1987 requesting additional information for license processing.

This letter is to inform you that we will delay any further action on this permit for 15 days to allow you to submit the requested information.

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

OCT 26 1992

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

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

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

December 23, 1987

RE: Permit No. 37-7880

Little Wood River Irrigation District
& Little Wood River Canal Co.
Box 355
Carey, ID 83320

Gentlemen:

On October 27, 1987 I informed you that the Department was in the process of licensing the above referenced permit. Before we can complete processing, additional information is required so that a term of license issuance can be determined as required in Section 42-203B, Idaho Code. This statute requires the Department to determine a term of years for which the water right license should be issued, based upon one or all of the following:

1) the term of any power purchase contract
2) policy of the Idaho Public Utilities Commission
3) the term of a FERC license
4) existing downstream uses

Based upon this criteria, you should provide a copy of items 1, 2, or 3 which identifies the terms of such.

Also, during the field examination of this permit, the field examiner could not locate the measurement device which was required as one of the conditions of approval on the permit. Please provide information as to why this requirement has not been met.

Please provide the above information within 15 days so that we may continue with the licensing process. If you have any questions, please feel free to contact us.

Sincerely,

MICROFILMED
OCT 26 1992

JIM JOHNSON
Water Rights Supervisor

JJ:sc

INTER-DEPARTMENT MEMO — 1/3

FROM Gary

DATE Nov. 30, 1987

TO Jim

SUBJECT I'm concerned about ~~3~~ 4 things in this proposed license: (1) no measuring device, (2) no measurement, and (3) possible consumptive use condition, and (4) 35 year term of license (NO CONSUMPTIVE USE)

(1) The permit required a measuring device & lockable headgate. No evidence of compliance.

(2) No measurement of flow - I think this is crucial. I know we've licensed the boilerplate capacity in the past but I think rules require a measurement.

SIGNATURE

INTER-DEPARTMENT MEMO — 2/3

FROM

DATE

TO

SUBJECT

3. Condition license as follows-

"If the Department finds that diversion of water under this right causes a loss in surface water flows, the license holder must determine the rate of loss within his facilities using a procedure approved by the Director of the Department of Water Resources, and provide a source of augmentation water to mitigate all losses.

SIGNATURE

INTER-DEPARTMENT MEMO 3/3

DATE

FROM 4. We need to justify 35 year term.

TO Please see 42-203 B.

SUBJECT

Gary

SIGNATURE

RECEIVED
NOV 19 1987
Department of Water Resources

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 37-7880

Date of Priority: February 12, 1981

Comes now LITTLE WOOD RIVER IRRIGATION DISTRICT
LITTLE WOOD RIVER CANAL CO.
P.O. BOX 355
CAREY, ID 83320 and represents to the Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 37-7880 , and requests that the permit be changed as follows:

Source: **LITTLE WOOD RIVER** tributary to: **MALAD RIVER**

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	VOLUME
Power	01/01 to 12/31	300.00 cfs	

LOCATION OF POINT OF DIVERSION(S): NWNW , Sec. 13, Township 1N, Range 20E Blaine County

PLACE OF USE: Power

TWN	RGE	SEC		
1N	20E	13	NENW	NWNW

MICROFILMED
OCT 26 1992

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 Carey, Idaho, this 16 day of November, 1987.

Allen D. Patterson
(Signature)
President *

871022 * per proof of B/U - KW 11/24/87

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 37-7880

****

FOR DEPARTMENT USE ONLY

#45705

Preliminary check by bw Fee = $20.00 ✓ Receipted by mg Date 11-20-87

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. 37-7880 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. 37N.
6. 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.
7. 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.
8. Return flow if discharged to a surface water system shall meet Idaho water quality standards.

Witness my hand this _____ day of _____ 19

MICROFILMED

_____
(Director)

OCT 26 1992

871022

MEMORANDUM

TO: Norm Young, Glen Saxton, Jim Johnson, and File Nos. 37-8178 and 37-7848

FROM: Gary Spackman Gary

DATE: September 9, 1987

RE: Establishment of Term of Years for Hydropower Permits

Under Idaho Code 42-203B(7), the Director is required to designate the number of years through which the term of license will extend. It appears that the Director should impose the term of years for the license, if possible, at the time the permit is issued.

Four criteria must be evaluated prior to establishing the term of years: (1) The term of any power purchase contract, (2) Policy of the Idaho Public Utilities Commission, (3) The term of a FERC license, and (4) Existing downstream uses. The power purchase contract has a term of thirty-five (35) years. The Public Utilities Commission Approved the contract for thirty-five years. The FERC license was granted for forty (40) years. The hydropower use proposed will not effect downstream users, in fact, the use is in conjunction with water being released to downstream users.

As a result of the above evaluation, I recommend that we grant a period of license of forty (40) years, which is the FERC license period. The conditions should read as follows:

The duration of the diversion and use of water under this permit and any license subsequently issued is forty (40) years from the date of the issuance of this permit. Prior to the expiration of the license, the use will be reviewed relative to the interest of the public, and the Director may reissue the license to include all or any part of the use authorized herein any may revise, delete, or add conditions under which the right may be exercised.

Note: - This memo got separated from the files and the permits were issued w/out a specific term of years. The duration of the right can be established at the time of licensing.

6.5.

MICROFICHED

AUG 01 1991

To: Gary

From: Jim Johnson

Re: Conversation w/Gary Funderburg

Date: 12-1-87

I called Gary today in reference to the field exam he conducted on this right in follow up to our conversation. Gary informed me that there was no way to measure the flow prior to the water being diverted into the intake structure without doing major redesign. The flow could be measured after it leaves the facility. i.e. as it flows into the Little Wood channel. He did not feel there would be any problem doing a measurement of water flow in the channel.

MICROFILMED
AUG 01 1991

To:File 37-7880

From: Jim Johnson JJW

Date: 11-30-87

Re: Volume

The volume was not put on the License because the Field Exam was conducted prior to the Adoption of the Rules and Regulations for Beneficial Use Reports.

MICROFILMED

AUG 01 1991

October 22, 1987

LITTLE WOOD RIVER IRRIGATION DISTRICT
P.O. BOX 355
CAREY, ID 83320

RE: Permit No. 37-7880

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.

Also enclosed is an order advancing the date of priority of this right due to late submittal of the examination fee.

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

[illegible] 1991

pd. $600.00 exam fee late

RECOMMENDED AMOUNTS

30 day P/U (

3.

Permit No.	Priority	Amount	App. Date	Date Proof Submitted	System Capacity
37-7880	2-12-1981	300.0cfs	2-10-1981	12-9-1985	337.0 cfs

4. Permit Holder: Little Wood River Irrigation District & Little Wood River Canal Company

Address: P.O. Box 355, Carey, Id. 83320

5. Source: Little Wood River tributary to Malad River

6.

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
Power	1-1	12-31	300.0 cfs	N/A *
Allowable Maximums:			300.0cfs	N/A*

* Volume not req'd on this use at time of field exam.

7. Point(s) of Diversion: ✓

No.	Govt. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County
			NW	NW	13	1N	20E	Blaine

8. Place(s) of Use

Twp.	Rge.	Sec.	NE I/4				NW I/4				SW I/4				SE I/4				Totals
			NE I/4	NW I/4	SW I/4	SE I/4	NE I/4	NW I/4	SW I/4	SE I/4	NE I/4	NW I/4	SW I/4	SE I/4	NE I/4	NW I/4	SW I/4	SE I/4	
1N	20E	13					X	X											
Total Acres																			

9. Recommended Conditions/Remarks:

Project aka Littlewood Hydro Project.
R04 (37N, Upper Little Wood River)
R39 R20 R23 R08

Needs an Order advancing priority date due to late exam fee submitted.

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 AUG 01 1991

11. Examiner's Signature _____ Date _____

Checked in Regional Office by _____ Date _____

Approved in State Office by K. Walker Date 7/30/87

Form 219B
5/84

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:

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

   c) Volume Calculations for Other Uses:

2. **Overlap Review**
   a) Other water rights with same place of use: _____

   b) Other water rights with same point of diversion: _____

   c) Analysis:

MICROFILMED
AUG 01 1991

FIGURE A

RECEIVED
MAY 01 1987
Department of Water Resources

Form 219
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 37-7880

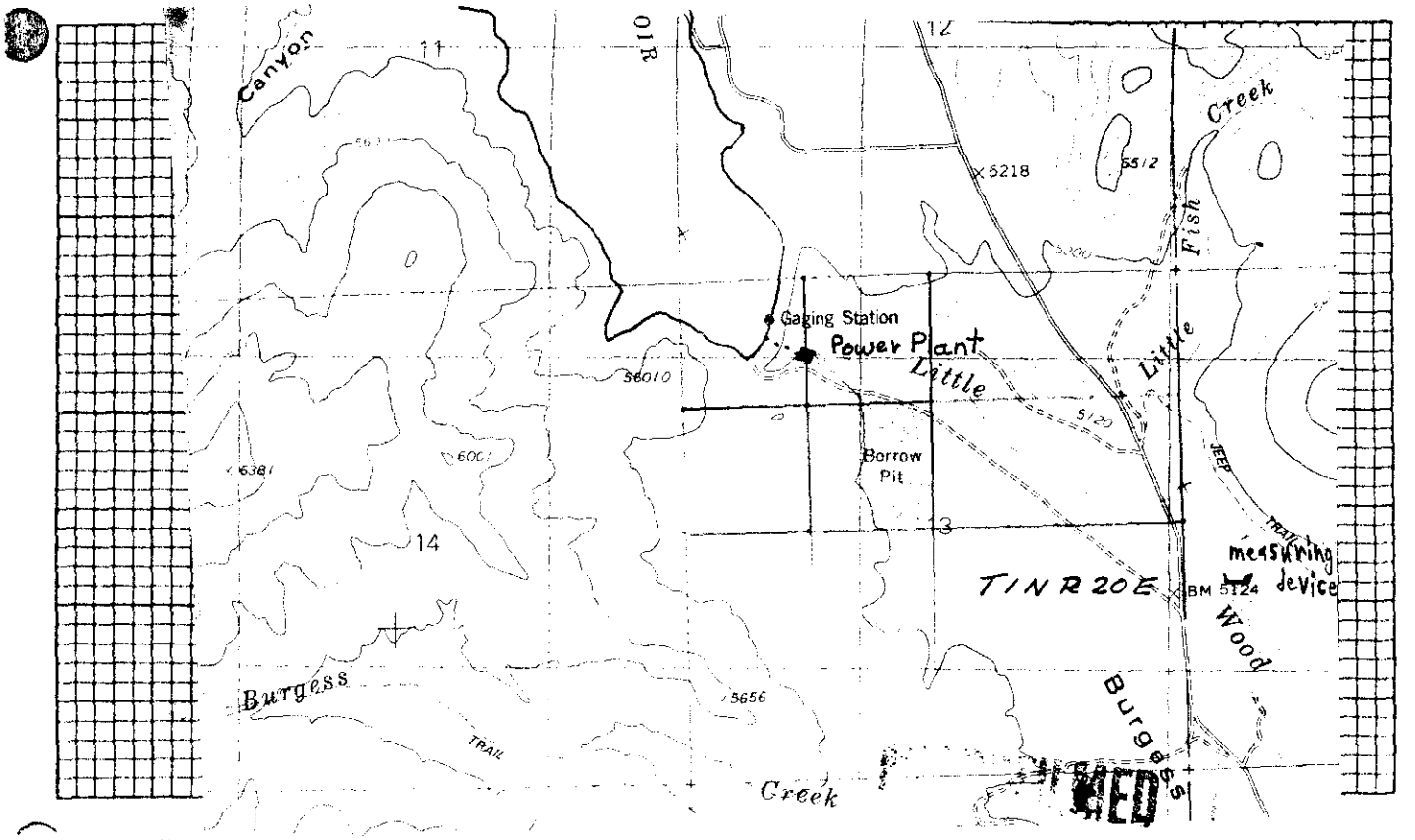
1. Owner: Little Wood River Irrigation Dist. & Little Wood River Canal Co. Phone No. _____
   Current Address: Bx 355 Carey, Ida
2. Accompanied by: Keith Hunt EXAM. DATE: 7/16/86
   Address: _____ Phone No. 823-4478
   Relationship to Permit Holder: Manager
3. Source: Little Wood River Reservoir tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____
   _____ ☐ Copies Attached
2. Other water rights with same point of diversion: _____
   _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____.

RECEIVED
AUG 01 1991

2. ☒ Copy of U.S.G.S. Quadrangle Attached
   Showing location(s) of point(s) of diversion and place(s) of use (required).
   ☐ Aerial Photo Attached
   (required for irrigation of 10 acres or more).
   ☒ Photo of Diversion and System Attached
   (required for all but single household domestic groundwater, and stockwater.

System Description (continued)

FIGURE A, cont.

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

Water is stored in Little Wood Reservoir. Then diverted through 72" DIA Penstock to the turbine and discharged into the Little Wood River. The name plate on the turbine documents the Capacity of the Power Plant.

☐ 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
		3684	328408		

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

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			NW	NW	13	1N	20E	Blaine	

6. **Place(s) of Use:** Indicate Method of Determination

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1N	20E	13					P	P											X

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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:

337 C.f.S. Measurement for Name plate.
U.S.G.S Gaging station below Reservoir Meas. Little Fish Cr. & Reservoir Water Co-mingled.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method: Name plate.

2. Alternate Method for Checking Purposes:

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 = _____ %

VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

V_{IR} = (Acres Irrigated) x (Irrigation Requirement) = _____

V_{DR} = [Diversion Rate (cfs)] x (Days in Irrigation Season) x 1.9835 = _____

V = Smaller of V_{IR} and V_{DR} = _____

2. Volume Calculations for Other Uses

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H. REMARKS AND OVERLAP REVIEW ANALYSIS

Water is stored in Little Wood Reservoir and diverted into Penstock to Power Plant. Water is then discharged into Little Wood River.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
Power	1-1	12-31	300.0	N/A
Totals:			300.0 cfs	

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: Gary Funderburg

Signature: Gary Funderburg

Certification Date:

CONSULTANT SEAL

Field Report Preparation Date:

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

37.7880

Power House.



Generator & Power Panel

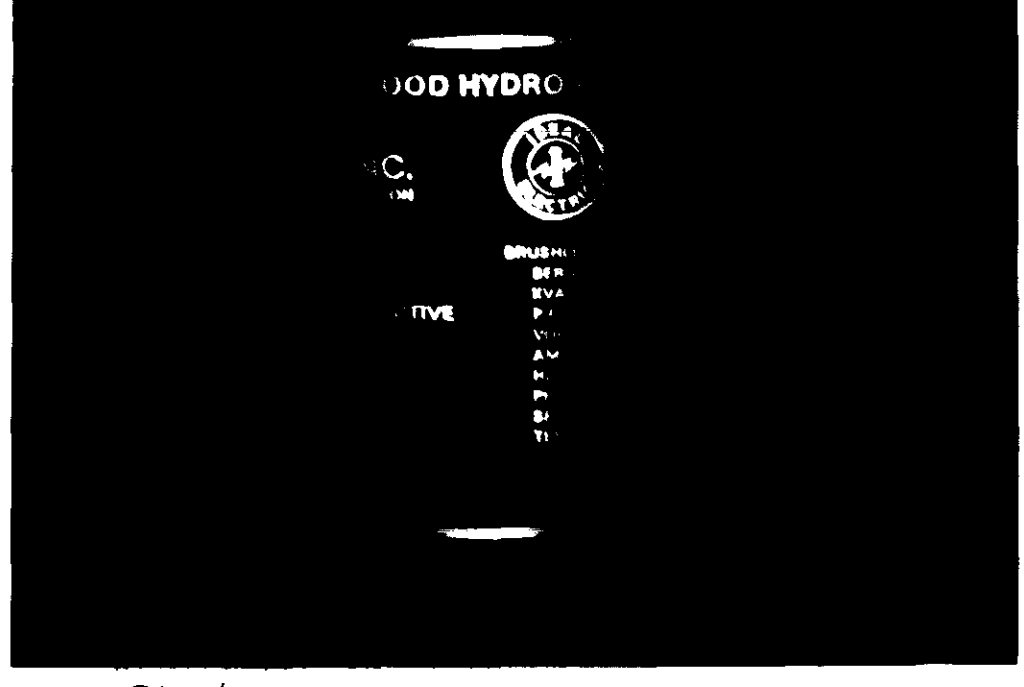


Plate on Generator

AUG 01 1997

THIS REPORT IS FOR WATER YEAR JUL, 1986

MINIDOKA PROJECT OFFICE
BUREAU OF RECLAMATION
BURLEY, IDAHO

	AMERICAN FALLS RES., ID AMF MAXIMUM TEMPERATURE DEGREE F	AMERICAN FALLS RES., ID AMF MINIMUM TEMPERATURE DEGREE F	AMERICAN FALLS RES., ID AMF PAN EVAPORATION INCHES	AMERICAN FALLS RES., ID AMF PRECIP. IN INCHES	MICHAUD C AT AMER. FALLS ID MCHI DIVERSION IN CFS	LITTLE WOOD RES ID WOD RESERVOIR ELEV. FEET	LITTLE WOOD RES ID WOD STORAGE CONT. A.F.	LITTLE WOOD RES ID WOD CHG. STOR. DSF.	LITTLE WOOD RES ID WOD COMP. IN FLOW CFS	LITTLE WOOD R NR CAREY WODI DRS. FLOW CFS
30			0.03			5236.21	29337.			
1	94.	51.	0.00	0.00	132.	5235.94	29185.	-77.	256.	333.
2	91.	59.	0.02	0.01	132.	5235.60	28993.	-96.	245.	341.
3	89.	65.	0.00	0.00	130.	5235.15	28742.	-127.	212.	339.
4	85.	49.	0.01	0.00	106.	5234.81	28553.	-96.	183.	279.
5	72.	42.	0.02	0.00	96.	5234.74	28513.	-20.	236.	256.
6	78.	39.	2.11	0.00	83.	5234.12	28166.	-175.	219.	394.
7	83.	61.	1.04	0.01	107.	5233.37	27753.	-208.	190.	398.
8	79.	58.	3.86	0.05	107.	5232.70	27385.	-185.	180.	366.
9	81.	54.	1.33	0.00	115.	5231.97	26986.	-201.	187.	388.
10	79.	59.	0.98	0.00	112.	5231.14	26540.	-225.	173.	398.
11	79.	57.	3.03	0.01	103.	5230.39	26136.	-203.	169.	372.
12	85.	47.	0.02	0.01	87.	5229.59	25711.	-214.	173.	387.
13	89.	51.	0.18	0.00	67.	5228.75	25269.	-223.	167.	390.
14	89.	55.	0.03	0.01	106.	5227.83	24787.	-243.	144.	387.
15	80.	50.	0.00	0.00	111.	5227.23	24478.	-136.	235.	391.
16	81.	53.	0.02	0.02	111.	5226.44	24070.	-206.	188.	394.
IN										
.IN			12.65	0.12	1710.			-2656.	3138.	5814.
EET					3392.			-5268.	6263.	11532.
FF.			-0.01			-9.77	-5067.72			

Measurement below Reservoir

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THIS REPORT IS FOR WATER YEAR JUN, 1986
MINIDOKA PROJECT OFFICE
BUREAU OF RECLAMATION
BURLEY, IDAHO

DATE	AMERICAN FALLS RES., ID AMF MAXIMUM TEMPERATURE DEGREE F	AMERICAN FALLS RES., ID AMF MINIMUM TEMPERATURE DEGREE F	AMERICAN FALLS RES., ID AMF PAN EVAPORATION INCHES	AMERICAN FALLS RES., ID AMF PRECIP. IN INCHES	MICHAUD C AT AMER. FALLS ID MCHI DIVERSION IN CFS	LITTLE WOOD RES ID WOD RESERVOIR ELEV. FEET	LITTLE WOOD RES ID WOD STORAGE CONT. A.F.	LITTLE WOOD RES ID WOD CHG. STOR. DSF.	LITTLE WOOD RES ID WOD COMP. IN FLOW CFS	LITTLE WOOD R NR CAREY WODI OBS. FLOW CFS
31			1.33			5236.12	30451.			
1	88.	54.	1.16	0.00	90.	5238.19	30490.	19.	1261.	1242.
2	92.	54.	0.04	0.00	99.	5238.27	30534.	22.	1190.	1167.
3	84.	62.	0.02	0.00	106.	5238.06	30418.	-59.	1133.	1191.
4	80.	57.	0.03	0.01	106.	5237.99	30379.	-19.	1079.	1098.
5	86.	56.	0.01	0.01	105.	5237.79	30269.	-56.	880.	935.
6	82.	47.	0.01	0.00	92.	5237.61	30170.	-50.	770.	820.
7	72.	54.	0.10	0.11	67.	5237.39	30049.	-61.	577.	638.
8	65.	50.	0.06	0.07	65.	5237.52	30120.	36.	552.	516.
9	67.	50.	0.07	0.06	77.	5237.65	30192.	36.	575.	540.
10	78.	47.	0.01	0.00	85.	5237.68	30208.	8.	464.	455.
11	87.	47.	0.02	0.00	91.	5237.84	30296.	44.	468.	424.
12	84.	53.	2.41	0.01	103.	5237.85	30302.	3.	491.	488.
13	87.	54.	0.97	0.00	100.	5237.73	30236.	-33.	470.	503.
14	86.	57.	4.89	0.02		5237.69	30214.	-11.	466.	478.
15	83.	52.	0.61	0.01		5237.63	30181.	-17.	473.	489.
16	92.	52.	1.77	0.00	113.	5237.50	30109.	-36.	449.	485.
17	93.	57.	1.94	0.00	124.	5237.52	30120.	6.	471.	465.
18	87.	60.	0.26	0.00	130.	5237.43	30071.	-25.	459.	484.
19	75.	52.	0.02	0.00	130.	5237.35	30027.	-22.	457.	479.
20	79.	50.	0.00	0.00	130.	5237.22	29944.	-42.	427.	469.
21	76.	58.	0.04	0.01	123.	5237.17	29906.	-18.	397.	415.
22	86.	46.	0.03	0.00	112.	5237.08	29845.	-32.	365.	397.
23	89.	49.	0.00	0.00	127.	5237.04	29817.	-14.	381.	396.
24	91.	-3.	0.02	0.00	134.	5236.95	29760.	-29.	355.	384.
25	89.	58.	0.03	0.00	132.	5236.79	29668.	-46.	333.	379.
26	87.	58.	0.04	0.01	132.	5236.67	29599.	-35.	319.	354.
27	94.	61.	0.00	0.00	135.	5236.61	29565.	-17.	326.	343.
28	96.	58.	0.00	0.00		5236.50	29502.	-32.	303.	334.
29	85.	58.	0.04	0.00		5236.36	29423.	-40.	273.	316.
30	85.	51.	0.03	0.00	130.	5236.21	29337.	-43.	283.	326.
TOTALS IN DSF,CFS,IN ACRE FEET			14.53	0.32	2838. 5629.			-561. -1113.	16449. 32628.	17011. 33741.
TIME DIFF.			-1.30			-1.91	-1113.48			

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Measurement below Reservoir

THIS REPORT IS FOR WATER YEAR JUL, 1986

PART--14

MINIDOKA PROJECT OFFICE

BUREAU OF RECLAMATION

BURLEY, IDAHO

	LITTLE WOOD R NR CAREY WODI GAGE HEIGHT FEET	LITTLE WOOD R NR CAREY WODI MAXIMUM TEMPERATURE DEGREE F	LITTLE WOOD R NR CAREY WODI MINIMUM TEMPERATURE DEGREE F	LITTLE WOOD R NR CAREY WODI PRECIP. IN INCHES	LWOI GAGE HEIGHT FEET	LWOI OBS. FLOW CFS	MINIDOKA DAM ID MIN RESERVOIR ELEV. FEET	MINIDOKA DAM ID MIN STORAGE CONT. A.F.	MINIDOKA DAM ID MIN CHG. STOR. DSF.	MINIDOKA DAM ID MIN COMP. IN FLOW CFS
30							4244.75	92273.		
1	3.13	86.	45.	0.02	2.67	265.	4244.83	93207.	471.	12474.
2	3.16	93.	51.	0.00	2.62	253.	4244.92	94245.	523.	13147.
3	3.15	80.	51.	0.00	2.64	257.	4245.07	96014.	892.	13056.
4	2.85	70.	44.	0.00	2.63	254.	4245.12	96619.	305.	11689.
5	2.72	64.	29.	0.05	2.53	232.	4245.19	97465.	427.	12224.
6	3.33	74.	36.	0.00	2.40	206.	4245.05	95774.	-853.	10745.
7	3.35	79.	53.	0.02	2.33	193.	4244.91	94132.	-828.	9750.
8	3.22	79.	55.	0.00	2.30	187.	4244.93	94364.	117.	9638.
9	3.31	77.	46.	0.02	2.33	191.	4244.90	94013.	-177.	9216.
10	3.35	73.	54.	0.00	2.30	186.	4244.85	93437.	-290.	9347.
11	3.26	74.	47.	0.06	2.26	179.	4244.92	94245.	407.	10102.
12	3.31	78.	42.	0.02	2.25	176.	4245.02	95418.	591.	10147.
13	3.32	83.	48.	0.00	2.20	167.	4245.05	95774.	179.	9794.
14	3.31	86.	50.	0.03	2.17	161.	4245.05	95774.	0.	9722.
15	3.33	76.	54.	0.00	2.15	158.	4245.08	96137.	183.	9896.
16	3.33	74.	43.	0.03	2.14	155.	4245.04	95657.	-242.	9399.
IN										
S.IN				0.25		3219.			1706.	170345.
FEET						6386.			3384.	337879.
IFF.							0.29	3353.82		

Measurement below Reservoir

AUG 01 1991

THIS REPORT IS FOR WATER YEAR JUN, 1936

MINIDOKA PROJECT OFFICE
BUREAU OF RECLAMATION
BURLEY, IDAHO

DATE	LITTLE WOOD R NR CAREY WODI GAGE HEIGHT FEET	LITTLE WOOD R NR CAREY WODI MAXIMUM TEMPERATURE DEGREE F	LITTLE WOOD R NR CAREY WODI MINIMUM TEMPERATURE DEGREE F	LITTLE WOOD R NR CAREY WODI PRECIP. IN INCHES	LWOI GAGE HEIGHT FEET	LWOI OBS. FLOW CFS	MINIDOKA DAM ID MIN RESERVOIR ELEV. FEET	MINIDOKA DAM ID MIN STORAGE CONT. A.F.	MINIDOKA DAM ID MIN CHG. STOR. DSF.	MINIDOKA DAM ID MIN COMP. IN FLOW CFS
31							4244.54	89825.		
1	5.14	84.	53.	0.00	5.21	1335.	4244.49	89244.	-293.	18395.
2	5.01	85.	51.	0.10	5.03	1227.	4244.46	88893.	-177.	18343.
3	5.14	80.	54.	0.00	5.04	1158.	4244.54	89825.	470.	17943.
4	5.06	80.	52.	0.00	4.96	1026.	4244.63	90874.	529.	17224.
5	4.78	76.	50.	0.02	4.76	915.	4244.62	90761.	-57.	16945.
6	4.56	75.	42.	0.07	4.42	756.	4244.76	92388.	820.	18337.
7	4.16	58.	47.	0.00	4.16	639.	4244.83	93207.	413.	18294.
8	3.85	60.	40.	0.52	3.94	554.	4244.89	93900.	349.	19075.
9	3.92	68.	41.	0.14	3.86	523.	4244.94	94478.	292.	20739.
10	3.68	73.	42.	0.01	3.59	432.	4244.90	94013.	-235.	21566.
11	3.59	81.	46.	0.05	3.62	440.	4244.87	93668.	-174.	22212.
12	3.78	81.	49.	0.00	3.71	469.	4244.92	94245.	291.	22687.
13	3.82	81.	47.	0.10	3.64	447.	4244.95	94598.	178.	22902.
14	3.75	79.	52.	0.00	3.64	448.	4244.92	94245.	-178.	22625.
15	3.78	75.	44.	0.06	3.71	471.	4244.94	94478.	117.	23499.
16	3.77	86.	47.	0.05	3.63	445.	4244.91	94132.	-175.	23523.
17	3.71	88.	51.	0.01	3.62	441.	4244.89	93900.	-117.	23175.
18	3.66	81.	51.	0.00	3.63	515.	4244.82	93090.	-408.	22570.
19	3.59	71.	40.	0.00	3.54	512.	4244.94	94478.	700.	24168.
20	3.56	74.	40.	0.00	3.37	454.	4244.91	94132.	-175.	23477.
21	3.40	72.	53.	0.26	3.16	390.	4244.93	94364.	117.	23683.
22	3.34	80.	44.	0.00	3.10	374.	4244.93	94364.	0.	23715.
23	3.34	87.	47.	0.12	3.10	374.	4244.87	93668.	-351.	23061.
24	3.30	90.	51.	0.00	3.09	372.	4244.97	94831.	586.	22264.
25	3.29	87.	55.	0.03	3.08	368.	4244.98	94945.	58.	19649.
26	3.20	86.	50.	0.00	3.04	357.	4244.97	94831.	-58.	17221.
27	3.17	88.	57.	0.00	3.02	352.	4244.98	94945.	58.	14675.
28	3.14	86.	54.	0.04	2.95	333.	4244.80	92860.	-1051.	12483.
29	3.07	77.	53.	0.00	2.93	329.	4244.78	92624.	-119.	12898.
30	3.11	79.	44.	0.00	2.80	294.	4244.75	92273.	-177.	11923.
TOTALS IN DSF,CFS,IN ACRE FEET				1.58		16748. 33219.			1235. 2449.	599271. 1188653.
TIME DIFF.							0.21	2448.67		

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01 1991

Measurement below Reservoir

6/86

STATE OF IDAHO
DEPARTMENT OF WATER RES. .RCES

37-7880
Permit No.

Staff Analysis Sheet
for
Beneficial Use Field Report

RECEIVED
MAY 01 1987
Department of Water Resources

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

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

Check of P/D index DF 8/23/86 (Initial and date)

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

Check of P/U index DF 8/23/86 (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: _____

Aerial Photo

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

Scheduling Letter sent? DF 8/23/86 (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 DF 8/23/86 (Signature of examiner and date)

Exam Reviewed by Senior Water Resource Agent JD 8-27-86 (Initial and date)

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

Exam Date Entered in Computer _____ (Initial and date)

Exam sent to State Office _____ (Initial and date)

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

CALCULATION OF NEW PRIORITY DATES
LATE EXAM FEES

FOR PERMIT NO. 37-7880

BY: Kay Walker
7/29/87

	DATE	NUMBER OF DAYS (From Table of Days Between Two Dates)
A. EXAMINATION FEE NOTICE SENT	4-30-86	120
B. DATE FEE DUE(60 days)	6-29-86	180
C. DATE FEE RECEIVED	7-1-86	182
D. NUMBER OF DAYS LATE (C - B)		2
E. ORIGINAL PRIORITY DATE	2-10-81	41
F. NEW PRIORITY DATE (D + E)	2-12-81	43

REMARKS:

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AUG 01 1991

RECEIVED
4/86
JUL 1 1986
Department of Water Resources
Southside District Office

For Office Use Only
Fee Received 600.00
Date 7/1/86
Receipt # 38601
Receipt by M. Ballman
Sent to S.O. 7/1/86

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EXAMINATION FEE INFORMATION

RECEIVED
JUL 9 1986
Department of Water Resources

1. Permit No. 37-7880

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE:

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

2. Permit Holder: Little Wood River Irrigation District + Little Wood River Canal Co.
3. Post Office Address: Box 355
   Carey Idaho 83320 Telephone No. 823-4413
4. Source of Water: Little Wood River Reservoir
5. Extent of Use:
   Domestic _____(No. of households) Stockwater _____(No. and type of stock)
   Irrigation 5820 (acres) Other/Remark _____
6. Total rate &/or volume for which proof is submitted 300 cfs 28000 acre-feet
7. Show the date water was first diverted and beneficially used under this permit:
   February 1985
8. Person to contact to accompany the department representative during the field examination:
   Keith Hunt (Name)
   Carey Idaho 83320 (Address) 823-4478 (Telephone Number)

RECEIVED
AUG 01 1991

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

6-20-86
Date

Gail L. Peterson - Secretary
Signature of Permit Holder (and title, if appropriate)

Dept of Water Resources
1041 Blue Lakes Blvd N
Twin Falls, Id 83301

MICROFILMED
AUG 01 1991

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

37-7880
LITTLE WOOD RIVER IRRIGATION DISTR
CAREY, ID 83320

138747

April 30, 1986 CERTIFIED MAIL

EXAMINATION FEE NOTICE

Dear Permit Holder:

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

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

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

RECEIVED
AUG 01 1991

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

L. Glen Saxton

L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

MICROFILMED
AUG 01 1991

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Southern Region

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

FEBRUARY 11, 1986

LITTLE WOOD RIVER IRRIGATION DIST.
C/O GENERAL DELIVERY
CAREY ID 83320

RE: Permit No. 37-7880

Dear Permit Holder:

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

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

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

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

Sincerely,
s/Mary A. Newby
Secretary

MICROFILMED
AUG 01 1991

Form 217
12/84

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

RECEIVED
DEC 0 1985
Department

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed development under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below:

Permit No. 37-7880

Name(s) of Permit Holder: LITTLE WOOD RIVER IRRIGATION DISTRICT AND LITTLE WOOD RIVER CANAL COMPANY

Post Office Address: C/O GENERAL DELIVERY

CAREY, IDAHO 83320 Telephone No. _____

Source of Water: LITTLE WOOD RIVER

Extent of Use:

Domestic _____ (number of households)

Stockwater _____ (number and type of stock)

Irrigation _____ (acres)

Other/Remarks POWER GENERATION - 300 cfs

Indicate the date water was first diverted and beneficially used under this permit: DECEMBER 1984

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

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

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

MICROFILMED

TURBINE GENERATOR SERVICE
(Name)

252 DEERE STREET TWIN FALLS, IDAHO 83303-1180 208-7335863
(Address) (Telephone Number)

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

LITTLE WOOD RIVER IRRIGATION DISTRICT

Date 11/04/85 By Alan V. Patterson, PRESIDENT
Signature of Permit Holder (and Title, if appropriate)

LITTLE WOOD RIVER CANAL COMPANY

By _____ PRESIDENT

COLEMAN, McINTYRE & RITCHIE
LAWYERS
156 SECOND AVE. WEST
P.O. BOX 525
TWIN FALLS, IDAHO 83303-0525
(208) 734-1224

RECEIVED
DEC 9 1985
Department of Water Resources

C.G. McINTYRE, P.A.
JOHN R. COLEMAN
JOHN S. RITCHIE, P.A.
THOMAS M. ROBERTSON

December 6, 1985

Mr. David Tuthill
Department of Water Resources
Statehouse Mail
Boise, ID 83720

Re: Permit No. 37-7880

Dear Mr. Tuthill:

I am writing this letter to you on behalf of our clients, Little Wood River Irrigation District and Little Wood River Canal Company regarding the above captioned permit, which is a permit appropriate water for power generation purposes.

I am enclosing herewith the signed Proof of Beneficial Use, signed by the presidents respectively of Little Wood River Irrigation District and Little Wood River Canal Company.

Would you please file this in the permit file and let me know what additional information you may need for the issuance of a license in this matter.

If there is any fee required to be paid in this matter, please let me know and I will send our check by return mail.

Sincerely yours,

JOHN R. COLEMAN

JRC/jk
Encl.
cc: Mr. David Hirschi
Mr. Alton D. Patterson
Mr. Darwin M. Parke

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

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

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

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

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

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

SINCERELY,

L. Glen Saxton

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

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

July 22, 1985

Craig B. Terry
Parsons, Behle & Latimer
P.O. Box 11898
Salt Lake City, UT 84147-0898

Re: Lease and Assignment of the Leasehold Interest in Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company)

Dear Mr. Terry:

This office has received the following documents associated with the above-referenced water right: cover letter from you dated June 28, 1985, "Assignment and Assumption Agreement," by and between Bonneville Pacific Corporation, a Utah corporation, and Far West Capital, Inc., a Utah corporation qualified to do business in Idaho; an "Assignment and Security Agreement," dated June 27, 1985, by and between Little Wood Hydroelectric, LTD., Far West Capital Inc., and Prudential Capital Group Company; a letter dated July 2, 1985 from Mr. Alan Peterson of Zions First National Bank releasing and reconveying the above-referenced permit from Argus Leasing Corporation to Bonneville Pacific Corporation, contingent on a telephone confirmation; telephone confirmation from Mr. Peterson on July 10, 1985; and copies of certificates of authority for both the Prudential Capital Group Company and Far West Capital, Inc., received from the secretary of state's office.

Based on receipt and review of the information in the above-documented references, this office hereby acknowledges a release of security agreement in the above-referenced permit from Argus Leasing Corporation, and also acknowledges an assignment of leasehold interest in Permit No. 37-7880, first to Far West Capital, Inc., and subsequently to Prudential Capital Group Company. The information in our file indicates that this transaction is valid under the provisions of Secs. 42-206 and 42-207, Idaho Code.

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Assignment of the leasehold interest to Prudential Capital Group Company does not affect the name of the permit holder, which remains as Little Wood River Irrigation District and Little Wood River Canal Company.

Sincerely,

NORMAN C. YOUNG
Administrator
Resources Administration Division

NCY/DRT/ls

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INTER-DEPARTMENT MEMO — 1

FROM Dave Tuthill

DATE July 16, 1985

OK RSZ 7-18-85

TO Phil Rassier, Norm Young

SUBJECT

Please review the attached letter which acknowledges the assignment of a leasehold interest in Permit No. 37-7880.

SIGNATURE

CONVERSATION MEMORANDUM

DATE July 10, 1985

FILE 37-7880

NAME OF PARTY Alan Peterson, Vice President
Zions First National Bank

EMPLOYEE Dave Tuthill dt for DKT

RE: Release and Reconveyance of Permit

On July 10, 1985, Mr. Alan Peterson telephoned me to indicate that Zions First National Bank had been paid in full on the indebtedness secured by the above-referenced document. He thus relinquished the security interest in the permit held by Argus Leasing Corporation.

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ZIONS
FIRST NATIONAL BANK

RECEIVED
JUL 3 1985
Department of Water Resources

Please respond to:
COMMERCIAL LOAN DEPARTMENT
P.O. Box 25822
Salt Lake City, Utah 84125
801/524-4763

July 2, 1985

Mr. David Tuthill
Idaho Department of Water Resources
State Office
450 West State Street
Boise, ID 83720

Dear Mr. Tuthill:

Enclosed please find the following document which has been executed:

> Release and Reconveyance of the Permit to Appropriate the Public Waters of the State of Idaho No. 37-7880.

Do not record or file the foregoing document until you have received telephone confirmation from me that Zions First National Bank has been paid in full on the indebtedness secured by the above referenced document.

Please call if you have any questions.

Sincerely,

Alan Peterson

Alan Peterson
Vice President

AP:cr
Enclosure
cc: Craig Terry
Thomas E. Kelly

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RELEASE AND RECONVEYANCE

THE UNDERSIGNED, ARGUS LEASING CORPORATION, hereby releases and reconveys to BONNEVILLE PACIFIC CORPORATION, a Utah corporation, all of Argus's interests in and rights under Permit to Appropriate the Public Waters of the State of Idaho No. 37-7880.

DATED this 9 day of July, 1985.

ARGUS LEASING CORPORATION,
a Utah corporation

By _____
Its _____

0494K

MICROFILMED

LAW OFFICES OF

PARSONS, BEHLE & LATIMER

A PROFESSIONAL CORPORATION

185 SOUTH STATE STREET, SUITE 700
POST OFFICE BOX 11898
SALT LAKE CITY, UTAH 84147-0898
TELEPHONE (801) 532-1234
TELECOPIER (801) 532-1234, EXT. 273

1801 "K" STREET, N.W., SUITE 1109L
WASHINGTON, D.C. 20006
TELEPHONE (202) 659-0862

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

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

C.C. PARSONS
1907-1968

CALVIN A. BEHLE
1947-

OF COUNSEL
GEORGE W. LATIMER
CONSTANCE K. LUNDBERG
†LYNNE D. FINNEY

JOHN B. WILSON
ROBERT C. HYDE
CRAIG B. TERRY
DAVID A. ANDERSON
KENT O. ROCHE
PATRICIA J. WINMILL
JAN P. BENSON
RANDY M. GRIMSHAW
J. STEPHEN RUSSELL
DANIEL W. HINDERT
T. PATRICK CASEY
ALICE L. HEARST
HENRY D. MARSH
JOHN A. ANDERSON
D. R. CHAMBERS
BYRON W. MILSTEAD
LOIS A. BAAR
*MARK E. RINEHART
MICHAEL L. LARSEN
JONATHAN K. BUTLER
DAVID G. MANGUM
JULIA C. WEBB
DEREK LANGTON
HAL J. POS

*ADMITTED IN COLORADO ONLY
†ADMITTED IN CALIFORNIA AND DISTRICT OF COLUMBIA ONLY

June 28, 1985

RECEIVED
JUL 1 1985
Department of Water Resources

Mr. David Tuthill
Department of Water Resources
State Office
450 West State Street
Boise, Idaho 83720

Re: Lease and Assignment of the Leasehold Interest and Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company)

Dear David:

Pursuant to our telephone conversation earlier today, the purpose of this letter is to restate and supplement the request I made in my letter of June 13, 1985 addressed to Norman C. Young. As I indicated in my June 13, 1985 letter, this firm represents Bonneville Pacific Corporation. In connection with the Little Wood Hydroelectric Project, Bonneville Pacific Corporation is assigning its leasehold interest in Water Permit No. 37-7880 to Far West Capital, Inc., a Utah corporation qualified to do business in Idaho. Enclosed is a copy of the Assignment and Assumption Agreement between Bonneville Pacific Corporation and Far West Capital, Inc., dated June 28, 1985.

Also enclosed is a copy of an Assignment and Security Agreement dated June 27, 1985 by and between Little Wood Hydroelectric, Ltd., Far West Capital, Inc. and Prudential Capital Group Co. Pursuant to the enclosed Assignment and Security Agreement, Far West Capital, Inc. is encumbering in favor of Prudential Capital Group Co., as security for a permanent loan, its leasehold interest in Water Permit No. 37-7880.

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The enclosed documents only assign and pertain to the leasehold interest in the right to use Water Permit No. 37-7880. Water Permit No. 7880 will remain in the names of Little Wood River Irrigation District and Little Wood River Canal Company.

I will send to you next week a copy of the Release and Reconveyance whereby Argus Leasing relinquishes any interest it has in Water Permit No. 37-7880 as the result of the payment in full of the construction loan which was secured thereby.

Following your receipt of the Release and Reconveyance of Argus Leasing, I would appreciate receiving from you a letter acknowledging that submittal to your office of the enclosed Assignment and Security Agreement and the enclosed Assignment and Assumption Agreement is a satisfactory means of conveying the leasehold interest in Permit No. 37-7880 from Far West Capital, Inc. to Prudential Capital Group Co. and that all information required under Sections 42-206 and 42-207 of the Idaho Code has been submitted to your office. Please telephone me if you have any questions.

Very truly yours,

Craig B. Terry

CRAIG B. TERRY
of and for
Parsons, Behle & Latimer

CBT/mp
enc

7139M

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When Recorded, Please Mail To:

Craig B. Terry, Esq.
Parsons, Behle & Latimer
185 South State Street
Suite 700
Salt Lake City, Utah 84111

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into this 28th day of June, 1985, by and between BONNEVILLE PACIFIC CORPORATION, a Utah corporation (hereinafter referred to as "Assignor"), and FAR WEST CAPITAL, INC. a Utah corporation qualified to do business in Idaho (hereinafter referred to as "Assignee").

WHEREAS Assignor previously entered into that certain Lease Agreement dated May 15, 1984 by and between Little Wood River Canal Company, an Idaho corporation, and Little Wood River Irrigation District, collectively as lessor, and Assignor, as lessee, as amended by that certain Amendment to Lease Agreement dated August 22, 1984 by and between Little Wood River Canal Company, Little Wood River Irrigation District and Assignor, pertaining to the real property located in Blaine County, Idaho described in Exhibit A attached hereto and incorporated herein by this reference (the Lease Agreement and the Amendment to Lease Agreement being hereinafter referred to as the "Lease"); and

WHEREAS, a Memorandum and Notice of Lease pertaining to the Lease was recorded on October 4, 1984 in the records of Blaine County, Idaho as Instrument No. 256546; and

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WHEREAS Assignor and Little Wood Hydroelectric, Ltd., a Utah limited partnership, (hereinafter referred to as the "Partnership") have entered into that certain Purchase and Assignment Agreement dated March 9, 1984, as amended by that certain First Addendum to Purchase and Assignment Agreement dated October 5, 1984, whereby Assignor agreed to assign and convey to the Partnership and the Partnership agreed to acquire from Assignor all of Assignor's rights, titles, interests and obligations under the Lease, and

WHEREAS, in order to comply with the requirements of Sections 42-206 and 42-207 of the Idaho Code, the Assignee, which is also the corporate general partner of the Partnership, has agreed to accept an assignment from Assignor of all of Assignor's right, title and interest arising under the Lease relating to the use of Water Permit No. 37-7880 (the "Water Permit") granted by the State of Idaho, Department of Water Resources to Little Wood River Irrigation District and Little Wood River Canal Company on September 20, 1984 pursuant to the Application for Permit to Appropriate the Public Waters of the State of Idaho, Identification No. 37-7880, dated February 12, 1981.

NOW THEREFORE, it is hereby mutually agreed as follows:

1. The Assignor, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns to the Assignee all of the rights,

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titles, interests and obligations of Assignor under the Lease relating to the use of the Water Permit.

2. In order to induce the Assignee to accept the rights of Assignor under the Lease relating to the use of the Water Permit and the rights and obligations of Assignor arising thereunder, the Assignor hereby represents to the Assignee as follows:

a. The Assignor has duly performed all of the obligations required to be performed by the Assignor under the Lease as of the date of this Assignment and Assumption Agreement; and

b. The Lease is now in full force and effect.

3. In consideration of the Assignor executing and delivering this Assignment and Assumption Agreement, the Assignee covenants with the Assignor as follows:

a. The Assignee shall duly keep, observe and perform all of the terms, conditions and provisions of the Lease relating to the use of the Water Permit that are to be kept, observed and performed by the Assignor.

b. The Assignee shall indemnify, defend and hold harmless Assignor from and against any and all claims, causes of action, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees and legal expenses, which the Assignor may incur or which may be imposed upon Assignor as a result of the failure of the Assignee to perform its obligations under the Lease relating to the use of the Water Permit.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

BONNEVILLE PACIFIC CORPORATION,
a Utah corporation

By L. Wynn Johnson
Its Vice President

FAR WEST CAPITAL, INC.,
a Utah Corporation

By Thomas A. Peterson
Its V.P. Gen. Counsel

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

On the 28th day of June, 1985, personally appeared before me L. Wynn Johnson who, being by me duly sworn, did say that he is the Vice President of BONNEVILLE PACIFIC CORPORATION, a Utah corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said L. Wynn Johnson acknowledged to me that said corporation executed the same.

Deborah Buckley
NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires:
5/9/87

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

On the 28th day of June, 1985, personally appeared before me Thomas A. Gunn, who, being by me duly sworn, did say that he is the VP Gen Counsel of FAR WEST CAPITAL, INC., a Utah corporation, and that the foregoing instrument was signed by FAR WEST CAPITAL, INC. by authority of its by-laws or a resolution of its board of directors, and said Thomas A. Gunn duly acknowledged to me that Far West Capital, Inc. executed the same.

Myrna L. Bright
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
2/2/87

7110M

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EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between
BONNEVILLE PACIFIC CORPORATION, as Assignor, and
FAR WEST CAPITAL, INC., as Assignee.

That certain real property situated in Blaine County, Idaho described as follows:

Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho,
Section 12: SW1/4SW1/4
Section 13: N1/2NW1/4; SW1/4NW1/4; and NW1/4NE1/4.

7110M

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ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT is made and entered into as of this 27 day of June, 1985, by and between LITTLE WOOD HYDROELECTRIC, LTD., a Utah Limited Partnership, whose address is 7324 South 1300 East, Midvale, Utah, 84047 (hereinafter referred to as "Borrower"), FAR WEST CAPITAL, INC., a Utah corporation and the General Partner of Borrower (hereinafter referred to as "Far West"), and PRUDENTIAL CAPITAL GROUP CO., a Utah corporation whose address is 155 East 3300 South, Salt Lake City, Utah 84115 (hereinafter referred to as "Prudential").

Recitals:

A. As of the date hereof, Prudential has loaned to Borrower the aggregate principal amount of $2,500,000, and as evidence of the loan, Borrower has executed and delivered to Prudential the Note (as herein defined).

B. Prudential has made the loan to Borrower on the condition that Borrower and Far West assign to Prudential, as security for the Note, certain Contracts (as herein defined) held by Borrower, together with the interests of Borrower in the Equipment (as herein defined).

Agreement:

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

SECTION I. DEFINITIONS

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

1.1 Agreement. This Assignment and Security Agreement.

1.2 Contracts. The agreements, instruments and documents which are listed or described in Exhibit "A" attached hereto and by this reference made a part hereof.

1.3 Note. The Promissory Note dated as of the date hereof executed by Borrower and payable to Prudential in the principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000), together with interest thereon at the rate specified in the Note. A copy of the Note is attached hereto as Exhibit "B" and by this reference made a part hereof.

MICROFILMED

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

1.5 Equipment. The equipment, inventory, machinery, fixtures and improvements which are described or referred to in Exhibit "C" attached hereto and by this reference made a part hereof.

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

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

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

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

SECTION II. ASSIGNMENT OF CONTRACTS

Borrower and Far West hereby assign, transfer and convey to Prudential, as security for the Obligations, all of the right, title and interest of Borrower and Far West in and to the Contracts including, but not limited to, the right, title and interest of Borrower and Far West in and to any and all real property, personal property, fixtures, licenses or other rights covered by or relating to the Contracts. By accepting this assignment, Prudential does not assume any obligations or liabilities of Borrower and Far West under the Contracts. The security interests and the assignments hereby granted in this Section II are to secure the payment and performance by Borrower of the Obligations. At any time from and after the date hereof during which all or any portion of the Obligations is outstanding, Prudential shall have the right, at its option, without notice, if an Event of Default has occurred, and without regard to the adequacy of security for the Obligations, to collect from the parties to any one or more of the Contracts any payments to

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be made to Borrower thereunder. In the event of any such collection, Prudential shall have the right to apply the amount collected either to payments of interest and/or principal on the Note, or to cause such amounts to be remitted to Borrower. Borrower and Far West agree that at the request of Prudential they will cause such notices to be given to the parties to the Contracts with respect to the assignment to Prudential as Prudential may deem appropriate and will take such other actions with regard thereto as Prudential may reasonably request.

SECTION III. THE SECURITY AGREEMENT

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

SECTIONS IV. REPRESENTATIONS AND WARRANTIES OF BORROWER AND FAR WEST

Borrower and Far West represent and warrant to Prudential as follows:

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

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

4.3 Borrower and/or Far West own the Security Property and the same is free and clear from all security interests and encumbrances of every nature superior to Prudential. Borrower and Far West will not permit or suffer to exist any other security interest in or lien upon the Security Property nor any other financing statement covering the Security Property to be on file in any public office.

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

4.5 Borrower and Far West agree to comply with any governmental regulations affecting the use of the Security

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Property and will not use nor permit the use of the Security Property in any unlawful manner.

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

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

4.8 Borrower will make joint application with Prudential to the Federal Energy Regulatory Commission or otherwise do whatever is necessary to transfer the permit as referred to on Exhibit "A" hereto for Project No. 7427-001 to Prudential if it ever becomes necessary to do so in order to carry out the intention of this Agreement.

4.9 Borrower acknowledges that a principal purpose of this Agreement is to assure that Prudential has the right to be substituted for Borrower to operate Project No. 7427-001 if Borrower does not pay the Note, or in the alternative, to arrange to remove the Equipment and terminate all obligations of Borrower with respect to Project No. 7427-001.

SECTION V. EVENTS OF DEFAULT; REMEDIES

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

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

(b) The falsity of any material representation or warranty by Borrower or Far West herein or the making by Borrower of any misrepresentation to Prudential.

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

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

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(e) The insolvency of Borrower or the General Partner of Borrower, or if Borrower or the General Partner of Borrower is the subject of a voluntary petition in bankruptcy (i) or in any other proceeding under the Federal bankruptcy laws, or (ii) an involuntary petition in bankruptcy or in any other proceeding under the Federal bankruptcy laws which is not dismissed within 45 days, or Borrower or the General Partner of Borrower makes an assignment for the benefit of creditors, or if Borrower or the General Partner of Borrower is named in, or the Security Property is subjected to, a suit for the appointment of a receiver which is not dismissed within 45 days.

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

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

(a) Borrower and Far West agree to put Prudential in possession of the Security Property on demand.

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

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

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

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

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

(c) Borrower and Far West agree that a period of thirty (30) days from the time a notice is sent, by first class mail (or by airmail or certified mail, if Prudential deems it proper), shall be a reasonable notification of the time and place

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after which any private sale or other intended disposition is to be made.

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

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

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

SECTION VI. NOTICE

As used in this Agreement, notice includes but is not limited to the communication of notice, request, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. All notices must be in writing; provided that no writing other than a check or other instrument representing a payment itself is expressly required by the terms hereof. Notice is considered given either (a) on the date when such notice is delivered in person to the recipient named below, or (b) on the date when such notice is deposited in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

TO BORROWER and FAR WEST:	Little Wood Hydroelectric, Ltd. 7324 South 1300 East Midvale, Utah 84047
TO PRUDENTIAL:	Prudential Capital Group Co. 155 East 3300 South Salt Lake City, Utah 84115 Attn: President

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Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of such change shall not be invalidated by the change. If more than one such recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Agreement, unless the name or identity of the party has changed as permitted in this Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest notice designating the party, and the notice is considered given when the first attempt to give notice was properly made.

SECTION VII. MISCELLANEOUS

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

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

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

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

7.5 Prudential is not required to, but may at its option, pay any tax, assessment, insurance premium, expense or other charge payable by Borrower, and any filing or recording fee; and any amount so paid, with interest thereon at the rate of 18% per annum from the date of payment until repaid, shall be secured hereby and shall be repayable by Borrower on demand. The rights granted by this paragraph are not a waiver of any other

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rights of Prudential arising from the breach of any covenants hereof by Borrower.

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

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

7.8 The rights and interests of Borrower or Far West under this Agreement shall not be sold, assigned, conveyed or otherwise transferred, except as permitted by the Mortgage. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of the other Sections of this Agreement.

7.9 This Agreement, together with the Contracts, Note and Mortgage, constitute the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

7.10 Unless expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of any party hereto.

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

7.12 The rights and remedies of any of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude

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the exercise of any other provisions. It is the intent of the parties to provide for all remedies upon default in this Agreement and the Exhibits hereto and not to allow recourse to any party other than as specifically provided herein.

7.13 In the event that any condition, covenant, or other provisions herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

7.14 This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart.

7.15 In the event there is a default under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith, either with or without litigation, the losing party to the controversy arising out of the default shall pay to the successful party a reasonable attorneys' fee and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

7.16 Each individual executing this Agreement does hereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he has been duly authorized to execute and deliver this Agreement in the capacity and for the entity for which he signs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah Limited Partnership

By: FAR WEST CAPITAL, INC.
a Utah Corporation and its
General Partner

By Alan O. Melchior
President

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PRUDENTIAL CAPITAL GROUP CO.

By _____
President

FAR WEST CAPITAL, INC.

By _____
President

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EXHIBIT "A"
TO
ASSIGNMENT AND SECURITY AGREEMENT

1. Firm Energy Sales Agreement dated July 27, 1984 between Bonneville - Pacific Corp. and Idaho Power Company.

2. Lease Agreement dated May 15, 1984 from Little Wood River Canal Company and Little Wood River Irrigation District to Bonneville Pacific Corporation, as amended on August 22, 1984.

3. Purchase and Assignment Agreement dated March 9, 1984 between Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd.

4. Order Granting Exemption From Licensing of a Small Hydroelectric Project of 5MW or less (issued April 13, 1984) with respect to Little Wood River Irrigation District, Project No. 7427-001, issued by the United States of America, Federal Energy Regulatory Commission (27/FERC ¶62,040).

5. Water Permit No. 37-7880 granted by the State of Idaho, Department of Water Resources, to Little Wood River Irrigation District and Little Wood River Canal Company on September 20, 1984 pursuant to the Application for Permit to Appropriate the Public Waters of the State of Idaho, Identification No. 37-7880, dated February 12, 1981.

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EXHIBIT "B"

PROMISSORY NOTE

$2,500,000

June 27, 1985
Salt Lake, City, Utah

FOR VALUE RECEIVED, the undersigned, LITTLE WOOD HYDROELECTRIC, LTD., a Utah Limited Partnership (hereinafter referred to as "Borrower"), promises and agrees to pay in lawful money of the United States of America to the order of PRUDENTIAL CAPITAL GROUP CO., a Utah corporation (hereinafter "Prudential"), at 155 East 3300 South, Salt Lake City, Utah 84115, or at such other place as the holder hereof may designate in writing, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) together with interest thereon from the date hereof at the rate of thirteen percent (13%) per annum. Principal and accrued interest shall be payable in monthly installments commencing on August 1, 1985 and continuing on the first day of each month thereafter until July 1, 1990, at which time the outstanding principal balance hereof together with all accrued interest shall be paid in full. The regular monthly installments shall be in the following amounts:

August 1	$33,993.20
September 1	203,959.17
October 1	33,993.20
November 1	33,993.20
December 1	0.00
January 1	0.00
February 1	0.00
March 1	0.00
April 1	0.00
May 1	33,993.20
June 1	33,993.20
July 1	33,993.20

All payments hereunder shall be applied first upon interest due, and the remainder to the reduction of principal.

In the event that any payment (including a payment with respect to which the late charge provided for in this paragraph has previously been imposed) provided to be made hereunder, or under any instrument given to secure the payment of the obligations evidenced hereby, has not been paid in full on or before the fifteenth (15th) day after written notice from Prudential that such payment is delinquent (which notice may be given at any time after the tenth (10th) day following the due date thereof), the holder hereof shall have the right to demand of and receive from Borrower a late charge equal to five percent (5%) of the entirety of such installment or payment.

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If default be made in the payment of any amount required by this Note, or in the performance of any covenant or promise of Borrower contained in the Real Estate Mortgage, Assignment and Security Agreement, or any other instrument securing the obligations evidenced hereby, or collateral hereto, and Borrower fails to cure such default within the time, if any, provided for in the instrument concerned, the entire principal sum and accrued interest shall at the option of the holder hereof be accelerated and become immediately due, payable and collectible without notice to the Borrower or Borrower's successor in interest. Thereafter, said unpaid principal balance and accrued interest shall, until paid and both before and after judgment, earn interest at the rate of eighteen percent (18%) per annum. The acceptance of any installment or payment after the occurrence of a default or event giving rise to the right of acceleration provided for herein shall not constitute a waiver to exercise the same in the event of a subsequent default or defaults.

In addition to the rights and remedies of Prudential provided for herein in the event of the default by Borrower, Prudential shall have such other rights and remedies as are specified in the Real Estate Mortgage and/or Assignment and Security Agreement referred to herein.

Notwithstanding any other provision contained in this Note, or in any instrument given to secure the obligations evidenced hereby, or collateral hereto: (i) the rates of interest, charges, and penalties provided for herein and therein shall in no event exceed the rates and charges which result in interest being charged at a rate equalling the maximum allowed by law for this loan; and (ii) if, for any reason whatsoever, the holder hereof ever receives as interest in connection with the transaction of which this Note is a part an amount which would result in interest being charged at a rate exceeding the maximum allowed by law for this loan, such amount or portion thereof as would otherwise be excessive interest shall automatically be applied toward reduction of the unpaid principal balance then outstanding hereunder and not toward payment of interest.

The Borrower and any endorsers and guarantors hereof severally waive presentment, demand, protest and notice thereof and hereby agree: (i) that this Note, or any payment hereunder, may be extended from time to time by the holder hereof without in any way affecting the liability of such parties; and (ii) to pay all costs, fees and expenses of the holder hereof in connection with the collection of this Note or the enforcement of the rights of the holder hereof or of any other document evidencing or securing the obligations evidenced hereby. In the event any payment under this Note is not made, or any obligation required to be satisfied or performed under any instrument given in connection with this loan is not satisfied or performed, at the time

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and in the manner required, Borrower agrees to pay any and all costs and expenses (regardless of the particular nature thereof and whether or not incurred in conjunction with litigation, or before or after judgment) incurred by the holder hereof in connection with the enforcement or preservation of any of its rights and security under this Note or under any such other instrument securing this Note, or collateral hereto, including court costs and reasonable attorneys' fees.

This Note is principally secured by a Real Estate Mortgage covering real property situated in the State of Idaho. This Note is delivered in Salt Lake City, Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah Limited Partnership

By: FAR WEST CAPITAL, INC.,
a Utah Corporation and its
General Partner

Attest:

S/
Secretary

By S/
President

UNCERTIFIED

EXHIBIT "C"

DESCRIPTION OF LITTLEWOOD PROJECT PERSONALTY

Hydro West Turbine:

Francis type	
Max. head, static	104 ft.
Max. head, effective	99 ft.
Peak flow	350 cfs
Peak Power	3217 hp
Speed	300 rpm

Ideal National Generator

Power	2900 kw
Speed	300 rpm
Voltage	4160

Exciter

Switch gear

Supervisory Control

Step-up Transformer (8000 KVA minimum)

Draft Tube

Motorized 78" Control Valve (Everest Model #EB-1000-78)

Steel Tunnel Liner

Penstock (150 feet, 78" diameter, steel)

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EXHIBIT "D"

The real property in Blaine County, State of Idaho described as follows:

Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho,
Section 12: SW1/4SW1/4
Section 13: N1/2NW1/4; SW1/4NW1/4; and NW1/4NE1/4

Subject to the following matters of record:

Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Reservations contained in Patents from the United States, recorded in Book 99 of Patents, pages 233 and 317, and in Book 129 of Patents, page 288, records of Blaine County, Idaho.

Easement from Little Wood River Irrigation District to the United States of America dated August 20, 1958, recorded September 26, 1958, in Book 171, of Deeds, page 264, records of Blaine County, Idaho.

Any loss or damage resulting from failure by the lessee hereafter to comply with the terms and conditions of lease from Little Wood River Canal Company and Little Wood River Irrigation District to Bonneville Pacific Corporation dated May 15, 1984, amended August 22, 1984, a Memorandum and Notice of Lease Agreement recorded October 4, 1984, as Instrument No. 256546, records of Blaine County, Idaho.

Limitations and restrictions recited in lease from Little Wood River Canal Company and The Little Wood River Irrigation District to Bonneville Pacific Corporation dated May 15, 1984, and amended August 22, 1984, a Memorandum and Notice of Lease Agreement recorded October 4, 1984, as Instrument No. 256546, records of Blaine County, Idaho.

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CONVERSATION MEMORANDUM

DATE June 17, 85

FILE 37-7880

NAME OF PARTY Craig Terry

EMPLOYEE D. Tuthill

RE: Letter dated June 13, 85

I called Mr. Terry to advise that his proposal identified in the above-referenced letter needed to be changed because

1. Argus Leasing Corp, not Zions Leasing Corp, currently holds the security interest in the permit.

2. The partnership, to be receive a security interest, must consist of residents of Idaho.

3 We had no evidence that Prudential Capital Group Co. is qual to do business in Id.

Mr Terry responded that he would modify his proposal accordingly.

DRT

LAW OFFICES OF
PARSONS, BEHLE & LATIMER
A PROFESSIONAL CORPORATION
185 SOUTH STATE STREET, SUITE 700
POST OFFICE BOX 11898
SALT LAKE CITY, UTAH 84147-0898
TELEPHONE (801) 532-1234
TELECOPIER (801) 532-1234, EXT. 273

1801 "K" STREET, N.W., SUITE 1109L
WASHINGTON, D.C. 20006
TELEPHONE (202) 659-0862

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

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

C.C. PARSONS
1907-1968

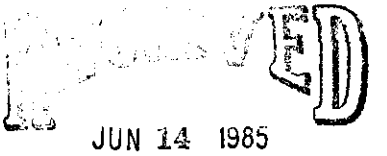
CALVIN A. BEHLE
1947-

OF COUNSEL
GEORGE W. LATIMER
CONSTANCE K. LUNDBERG
†LYNNE D. FINNEY

JOHN B. WILSON
ROBERT C. HYDE
CRAIG B. TERRY
DAVID A. ANDERSON
KENT O. ROCHE
PATRICIA J. WINMILL
JAN P. BENSON
RANDY M. GRIMSHAW
J. STEPHEN RUSSELL
DANIEL W. HINDERT
T. PATRICK CASEY
ALICE L. HEARST
HENRY D. MARSH
JOHN A. ANDERSON
D. R. CHAMBERS
BYRON W. MILSTEAD
LOIS A. BAAR
*MARK E. RINEHART
MICHAEL L. LARSEN
JONATHAN K. BUTLER
DAVID G. MANGUM
JULIA C. WEBB
DEREK LANGTON
HAL J. POS

*ADMITTED IN COLORADO ONLY
†ADMITTED IN CALIFORNIA AND DISTRICT OF COLUMBIA ONLY

June 13, 1985



Mr. Norman C. Young
Administrator
Resource Administration Division
State of Idaho
Department of Water Resources
State Office
450 West State Street
Boise, ID 83720

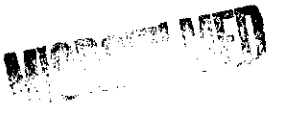
RE: Lease and Assignment of the Leasehold Interest in Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company)

Dear Mr. Young:

This firm represents Bonneville Pacific Corporation in connection with the conveyance of its interests in the Little Wood River Hydroelectric Project to Little Wood Hydroelectric, Ltd., a Utah limited partnership qualified to do business in Idaho (hereinafter referred to as the "Partnership"). I am enclosing a copy of a Certificate of Filing received from the State of Idaho, Department of State with regard to the registration of the Partnership in Idaho.

Enclosed is a copy of a letter dated October 5, 1984 which you delivered to Bonneville Pacific Corporation and Zions Leasing Corporation in connection with a construction loan for the Little Wood River Hydroelectric Project from Zions Leasing Corporation to Bonneville Pacific Corporation.

As you know, the Little Wood River Hydroelectric Project is now operational. Bonneville Pacific Corporation is in the process of assigning all of its interests in the Little



Wood River Hydroelectric Project to the Partnership. The construction loan of Zions Leasing Corporation is about to be paid off through the proceeds of a permanent loan obtained from Prudential Capital Group Co. (hereinafter referred to as "Prudential"), which is qualified to do business in Idaho.

I am enclosing a copy of the Assignment and Assumption Agreement from Bonneville Pacific Corporation to the Partnership with regard to its interest in the Lease Agreement dated May 15, 1984, as amended on August 22, 1984, between Little Wood River Irrigation District and Little Wood River Canal Company, as Lessors, and Bonneville Pacific Corporation, as Lessee.

Also enclosed is a copy of a proposed Assignment and Security Agreement to be executed by the Partnership in connection with the loan from Prudential, pursuant to which the Partnership would assign to Prudential its interests in Water Permit No. 37-7880.

In connection with the closing of the Prudential loan to the Partnership, the interested parties are desirous of receiving from the State of Idaho, Department of Water Resources a letter similar in content to your letter of October 5, 1984, acknowledging that submittal to your office of a signed copy of the Assignment and Security Agreement in the form enclosed herewith would be a satisfactory means of conveying the leasehold interest in Permit No. 37-7880 from the Partnership to Prudential and that all information required under Sections 42-206 and 42-207 of the Idaho Code would thereby be submitted to your office.

It would be understandable if your letter conditioned such an acknowledgment upon receipt of a release from Zions Leasing Corporation of its interest in Permit No. 37-7880.

I would appreciate receiving from you at your earliest convenience a letter as described above addressing compliance with Sections 42-206 and 42-207 of the Idaho Code in connection with this transaction. If you have any questions regarding the items submitted herewith or any further conditions to the issuance of such a letter, please telephone me.

Very truly yours,

Craig B. Terry

Craig B. Terry
of and for
Parsons, Behle & Latimer

CBT/ch
Enclosures
6978M

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State of Idaho

Department of State.

CERTIFICATE OF FILING

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, do hereby certify that I am the custodian of the corporation and limited partnership records of this State.

I FURTHER CERTIFY That the records os this office show that an application for registration of limited partnership for LITTLE WOOD HYDROELECTRIC, LTD., a Utah Limited Partnership, received and filed in this office on the 9th day of October, 1984, as appears of record in this office as of this date.

Dated: June 5, 1985.

Pete T. Cenarrusa

SECRETARY OF STATE

By: Jeannie Brown

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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

October 5, 1984

Bonneville Pacific Corporation
c/o David P. Hirschi
185 South State, Suite 800
P.O. Box 11898
Salt Lake City, UT 84147

Zions Leasing Corporation
c/o Thomas E. Kelley
HOLME, ROBERTS & OWEN
50 South Main
Salt Lake City, UT 84144

Re: Lease and Assignment of the Lease-Hold Interest in Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company)

Gentlemen:

This office has received and reviewed (1) the Lease Agreement dated May 15, 1984, as amended August 22, 1984, between Little Wood River Irrigation District and Little Wood River Canal Company as Lessors, and Bonneville Pacific Corporation, as Lessee, and (2) the draft Assignment and Security Agreement in connection with construction financing whereby Bonneville Pacific Corporation intends to assign its interest in Water Right No. 37-7880 to Zions Leasing.

With respect to the Lease Agreement, the language is unclear whether a full assignment of Permit No. 37-7880 from the original permit holders, Little Wood River Irrigation District and Little Wood River Canal Company, is intended. Because earlier this year Mr. Charles D. Howard, an engineer associated with the project, had indicated to Mr. David Tuthill of this office that the permit holders intended to retain the permit in their name, this office made contact with Mr. Howard upon receipt of the above-referenced materials. Mr. Tuthill has indicated that on October 3, 1984, Mr. Howard, Mr. John Coleman, an attorney from Twin Falls who has represented the permit holder, and you all indicated to him that the intent of the Lease Agreement

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was not to assign Permit No. 37-7880 to Bonneville Pacific Corporation, but rather was to grant a "lease-hold interest" in the permit to Bonneville Pacific Corporation while maintaining the water right in the name of the original permit holders. Therefore, at this time this Department acknowledges that Bonneville Pacific Corporation does have a "lease-hold interest" in Permit No. 37-7880, but the permit will remain in the name of Little Wood River Irrigation District and Little Wood River Canal Company.

We note that "Attachment B" to the Lease Agreement includes a copy of the unapproved Application for Permit No. 37-7880. As you are aware, when the Application was approved on September 20, 1984, and became a Permit, certain significant conditions of approval were added. The Permit, copies of which were provided to the permit holder and to your associate, Mr. Bruce Blaser, should be considered in light of the conditions of approval.

With respect to the draft Assignment and Security Agreement, we note one discrepancy. The document refers to "Zions Leasing Company," whereas the Certificate of Corporate Status issued by the Department of State of the State of Idaho which was delivered to this office by Mr. Bruce Blaser, indicates the name of "Zions Leasing Corporation." Mr. Tuthill has indicated that you telephonically confirmed that the latter name is correct, for the record. Given the modification, submittal to this office of a signed copy of the agreement as drafted would be a satisfactory means of conveying the "lease-hold interest" in Permit No. 37-7880 from Bonneville Pacific Corporation to Zions Leasing Corporation, as all information required under Sections 42-206 and 42-207, Idaho Code, would thereby be submitted.

Sincerely,

NORMAN C. YOUNG, ADMINISTRATOR
Resource Administration Division

NCY/DRT/ls

cc: Charles D. Howard
John Coleman
Little Wood River Irrigation District and
Little Wood River Canal Company

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When Recorded, Please Mail To:

Craig B. Terry, Esq.
Parsons, Behle & Latimer
185 South State Street
Suite 700
Salt Lake City, Utah 84111

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into this 4th day of June, 1985, by and between BONNEVILLE PACIFIC CORPORATION, a Utah corporation (hereinafter referred to as "Assignor"), and LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership (hereinafter referred to as "Assignee").

WHEREAS Assignor previously entered into that certain Lease Agreement dated May 15, 1984 by and between Little Wood River Canal Company, an Idaho corporation, and Little Wood River Irrigation District, collectively as lessor, and Assignor, as lessee, as amended by that certain Amendment to Lease Agreement dated August 22, 1984 by and between Little Wood River Canal Company, Little Wood River Irrigation District and Assignor, pertaining to the real property located in Blaine County, Idaho described in Exhibit A attached hereto and incorporated herein by this reference (the Lease Agreement and the Amendment to Lease Agreement being hereinafter referred to as the "Lease"); and

WHEREAS, a Memorandum and Notice of Lease pertaining to the Lease was recorded on October 4, 1984 in the records of Blaine County, Idaho as Instrument No. 256546; and

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WHEREAS Assignor and Assignee have entered into that certain Purchase and Assignment Agreement dated March 9, 1984, as amended by that certain First Addendum to Purchase and Assignment Agreement dated October 5, 1984, whereby Assignor agreed to assign and convey to Assignee and Assignee agreed to acquire from Assignor all of Assignor's rights, titles, interests and obligations under the Lease.

NOW THEREFORE, it is hereby mutually agreed as follows:

1. The Assignor, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns to the Assignee all of the rights, titles, interests and obligations of Assignor under the Lease.

2. In order to induce the Assignee to accept the Lease and the rights and obligations fo Assignor arising thereunder, the Assignor hereby represents to the Assignee as follows:

a. The Assignor has duly performed all of the obligations required to be performed by the Assignor under the Lease as of the date of this Assignment and Assumption Agreement; and

b. The Lease is now in full force and effect.

3. In consideration of the Assignor executing and delivering this Assignment and Assumption Agreement, the Assignee covenants with the Assignor as follows:

a. The Assignee shall duly keep, observe and perform all of the terms, conditions and provisions of the Lease that are to be kept, observed and performed by the Assignor.

UNOFFICIAL DOCUMENT

b. The Assignee shall indemnify, defend and hold harmless Assignor from and against any and all claims, causes of action, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees and legal expenses, which the Assignor may incur or which may be imposed upon Assignor as a result of the failure of the Assignee to perform its obligations under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

BONNEVILLE PACIFIC CORPORATION,
a Utah corporation

By _____
Its _____

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah Limited Partnership

By FAR WEST CAPITAL, INC.,
a Utah Corporation
General Partner

By _____
Its Vice President

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

On the 4th day of June, 1985, personally appeared before me L. Wynn Johnson, who, being by me

duly sworn, did say that he is the Vice President of BONNEVILLE PACIFIC CORPORATION, a Utah corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said L. Wynn Johnson acknowledged to me that said corporation executed the same.

Deborah Buckley
NOTARY PUBLIC

Residing at: Salt Lake City, UT

My Commission Expires:

5/9/87

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

On the 4 day of June, 1985, personally appeared before me Thomas R. Gregson who, being by me duly sworn, did say that he is the Vice President of FAR WEST CAPITAL, INC., a Utah corporation, and the General Partner of LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership, and that the foregoing instrument was signed by FAR WEST CAPITAL, INC. on behalf of said limited partnership by authority of its by-laws or a resolution of its board of directors, and by authority of the Limited Partnership Agreement of Little Wood Hydroelectric, Ltd., and said he duly acknowledged to me that Far West Capital, Inc. as the General Partner of Little Wood Hydroelectric, Ltd., executed the same.

Marlene H. Jamieson
NOTARY PUBLIC

Residing at: Salt Lake

My Commission Expires:

3-10-86

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EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

By and between
BONNEVILLE PACIFIC CORPORATION, as Assignor, and
LITTLE WOOD HYDROELECTRIC, LTD., as Assignee.

That certain real property situated in Blaine County, Idaho described as follows:

Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho,
Section 12: SW1/4SW1/4
Section 13: N1/2NW1/4; SW1/4NW1/4; and NW1/4NE1/4.

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ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT is made and entered into as of this _____ day of June, 1985, by and between LITTLE WOOD HYDROELECTRIC, LTD., a Utah Limited Partnership, whose address is 7324 South 1300 East, Midvale, Utah, 84047 (hereinafter referred to as "Borrower"), and PRUDENTIAL CAPITAL GROUP CO., a Utah corporation whose address is 155 East 3300 South, Salt Lake City, Utah 84115 (hereinafter referred to as "Prudential").

Recitals:

A. As of the date hereof, Prudential has loaned to Borrower the aggregate principal amount of $2,500,000, and as evidence of the loan, Borrower has executed and delivered to Prudential the Note (as herein defined).

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

Agreement:

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

SECTION I. DEFINITIONS

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

1.1 Agreement. This Assignment and Security Agreement.

1.2 Contracts. The agreements, instruments and documents which are listed or described in Exhibit "A" attached hereto and by this reference made a part hereof.

1.3 Note. The Promissory Note dated as of the date hereof executed by Borrower and payable to Prudential in the principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000), together with interest thereon at the rate specified in the Note. A copy of the Note is attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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1.5 Equipment. The equipment, inventory, machinery, fixtures and improvements which are described or referred to in Exhibit "C" attached hereto and by this reference made a part hereof.

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

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

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

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

SECTION II. ASSIGNMENT OF CONTRACTS

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

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Borrower agrees that at the request of Prudential it will cause such notices to be given to the parties to the Contracts with respect to the assignment to Prudential as Prudential may deem appropriate and will take such other actions with regard thereto as Prudential may reasonably request.

SECTION III. THE SECURITY AGREEMENT

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

SECTIONS IV. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants to Prudential as follows:

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

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

4.3 Borrower owns the Security Property and the same is free and clear from all security interests and encumbrances of every nature superior to Prudential. Borrower will not permit or suffer to exist any other security interest in or lien upon the Security Property nor any other financing statement covering the Security Property to be on file in any public office.

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

4.5 Borrower agrees to comply with any governmental regulations affecting the use of the Security Property and will not use nor permit the use of the Security Property in any unlawful manner.

4.6 Borrower will not permit the Security Property to be misused or abused, wasted or allowed to deteriorate, and Borrower will keep the Security Property in good condition and repair. Prudential may inspect the Security Property at reasonable times and intervals and upon reasonable notice, and

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may, for this purpose, enter the premises upon which any of the Security Property is located.

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

4.8 Borrower will make joint application with Prudential to the Federal Energy Regulatory Commission or otherwise do whatever is necessary to transfer the permit as referred to on Exhibit "A" hereto for Project No. 7427-001 to Prudential if it ever becomes necessary to do so in order to carry out the intention of this Agreement.

4.9 Borrower acknowledges that a principal purpose of this Agreement is to assure that Prudential has the right to be substituted for Borrower to operate Project No. 7427-001 if Borrower does not pay the Note, or in the alternative, to arrange to remove the Equipment and terminate all obligations of Borrower with respect to Project No. 7427-001.

SECTION V. EVENTS OF DEFAULT; REMEDIES

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

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

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

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

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

(e) The insolvency of Borrower or the General Partner of Borrower, or if Borrower or the General Partner of Borrower is the subject of a voluntary petition in bankruptcy (i) or in any other proceeding under the Federal bankruptcy laws, or (ii) an involuntary petition in bankruptcy or in any other proceeding under the Federal bankruptcy laws which is not dismissed within 45 days, or Borrower or the General Partner of Borrower makes an assignment for the benefit of creditors, or if Borrower or the

PROPERTY OF

General Partner of Borrower is named in, or the Security Property is subjected to, a suit for the appointment of a receiver which is not dismissed within 45 days.

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

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

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

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

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

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

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

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

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

(d) Borrower agrees to pay on demand the amount of all expenses reasonably incurred by Prudential in protecting or realizing on the Security Property. In the event that this Agreement or any Obligations secured by it is referred to an attorney by either party for the purpose of protecting or defending such party's interest, the losing party agrees to pay a reasonable attorneys' fee, including fees incurred in both trial

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and appellate court, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid to Prudential in this subparagraph shall be secured hereby.

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

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

SECTION VI. NOTICE

As used in this Agreement, notice includes but is not limited to the communication of notice, request, approval, statement, report, acceptance, consent, waiver, and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. All notices must be in writing; provided that no writing other than a check or other instrument representing a payment itself is expressly required by the terms hereof. Notice is considered given either (a) on the date when such notice is delivered in person to the recipient named below, or (b) on the date when such notice is deposited in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

TO BORROWER: Little Wood Hydroelectric, Ltd.
7324 South 1300 East
Midvale, Utah 84047

TO PRUDENTIAL: Prudential Capital Group Co.
155 East 3300 South
Salt Lake City, Utah 84115
Attn: President

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of such change shall not be invalidated by the change. If more than one such recipient is named, delivery of notice to any one such recipient is sufficient. If none of the recipients named in the latest designation of recipient is available for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is

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returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Agreement, unless the name or identity of the party has changed as permitted in this Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as above to the party named in the latest notice designating the party, and the notice is considered given when the first attempt to give notice was properly made.

SECTION VII. MISCELLANEOUS

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

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

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

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

7.5 Prudential is not required to, but may at its option, pay any tax, assessment, insurance premium, expense or other charge payable by Borrower, and any filing or recording fee; and any amount so paid, with interest thereon at the rate of 18% per annum from the date of payment until repaid, shall be secured hereby and shall be repayable by Borrower on demand. The rights granted by this paragraph are not a waiver of any other rights of Prudential arising from the breach of any covenants hereof by Borrower.

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

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

7.8 The rights and interests of Borrower under this Agreement shall not be sold, assigned, conveyed or otherwise transferred, except as permitted by the Mortgage. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of the other Sections of this Agreement.

7.9 This Agreement, together with the Contracts, Note and Mortgage, constitute the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

7.10 Unless expressly provided in this Agreement, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of any party hereto.

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

7.12 The rights and remedies of any of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. It is the intent of the parties to provide for all remedies upon default in this Agreement and the Exhibits hereto and not to allow recourse to any party other than as specifically provided herein.

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

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

7.14 This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart.

7.15 In the event there is a default under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith, either with or without litigation, the losing party to the controversy arising out of the default shall pay to the successful party a reasonable attorneys' fee and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

7.16 Each individual executing this Agreement does hereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he has been duly authorized to execute and deliver this Agreement in the capacity and for the entity for which he signs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah Limited Partnership

By: FAR WEST CAPITAL, INC.
a Utah Corporation and its
General Partner

ATTEST:

_____ By_____
Secretary President

PRUDENTIAL CAPITAL GROUP CO.

By_____
President

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EXHIBIT "A"
TO
ASSIGNMENT AND SECURITY AGREEMENT

1. Firm Energy Sales Agreement dated July 27, 1984 between Bonneville - Pacific Corp. and Idaho Power Company.

2. Lease Agreement dated May 15, 1984 from Little Wood River Canal Company and Little Wood River Irrigation District to Bonneville Pacific Corporation, as amended on August 22, 1984.

3. Purchase and Assignment Agreement dated March 9, 1984 between Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd.

4. Order Granting Exemption From Licensing of a Small Hydroelectric Project of 5MW or less (issued April 13, 1984) with respect to Little Wood River Irrigation District, Project No. 7427-001, issued by the United States of America, Federal Energy Regulatory Commission (27/FERC ¶62,040).

5. Water Permit No. 37-7880 granted by the State of Idaho, Department of Water Resources, to Little Wood River Irrigation District and Little Wood River Canal Company on September 20, 1984, pursuant to the Application for Permit to Appropriate the Public Waters of the State of Idaho, Identification No. 37-7880, dated February 12, 1981.

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EXHIBIT "D"
TO
ASSIGNMENT AND SECURITY AGREEMENT

The real property in Blaine County, State of Idaho described as follows:

Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho,
Section 12: SW1/4SW1/4
Section 13: N1/2NW1/4; SW1/4NW1/4; and NW1/4NE1/4

Subject to the following matters of record:

Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Reservations contained in Patents from the United States, recorded in Book 99 of Patents, pages 233 and 317, and in Book 129 of Patents, page 288, records of Blaine County, Idaho.

Easement from Little Wood River Irrigation District to the United States of America dated August 20, 1958, recorded September 26, 1958, in Book 171, of Deeds, page 264, records of Blaine County, Idaho.

Any loss or damage resulting from failure by the lessee hereafter to comply with the terms and conditions of lease from Little Wood River Canal Company and Little Wood River Irrigation District to Bonneville Pacific Corporation dated May 15, 1984, amended August 22, 1984, a Memorandum and Notice of Lease Agreement recorded October 4, 1984, as Instrument No. 256546, records of Blaine County, Idaho.

Limitations and restrictions recited in lease from Little Wood River Canal Company and The Little Wood River Irrigation District to Bonneville Pacific Corporation dated May 15, 1984, and amended August 22, 1984, a Memorandum and Notice of Lease Agreement recorded October 4, 1984, as Instrument No. 256546, records of Blaine County, Idaho.

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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

November 7, 1984

Mr. Thomas E. Kelly
Holme Roberts & Owen
50 South Main St., Suite 900
Salt Lake City, UT 84144

Re: Permit No. 37-7880 in the name of Little Wood River Irrigation District and Little Wood River Canal Company

Dear Mr. Kelly:

We are in receipt of your letter dated October 29, 1984, with which you conveyed an executed copy of the "Assignment and Security Agreement" dated October 5, 1984.

We note that under Item 2 of the Agreement, Bonneville Pacific Corporation assigned to Argus Leasing Corporation its interest in the above-referenced water right permit. As identified in a letter from Mr. Norman C. Young of this Department, dated October 5, 1984, Bonneville Pacific Corporation's interest in Permit No. 37-7880 was a Lease-Hold Interest that was acquired from the Little Wood River Irrigation District and the Little Wood River Canal Company via a lease agreement dated May 15, 1984. Therefore, we will consider the Assignment and Security Agreement, which you have provided, to convey the Lease-Hold Interest in Permit No. 37-7880 from Bonneville Pacific Corporation to Argus Leasing Corporation.

The water right file for the above-referenced permit located in this office does contain a copy of the Certificate of Qualification of Foreign Corporation issued by the Department of State of the State of Idaho for Argus Leasing Corporation. Therefore, all necessary documentation has been provided, and **the assignment of Lease-Hold Interest to Argus Leasing Corporation can be considered to be effective as of this date.**

Sincerely,

Norman C Young

NORMAN C. YOUNG, Administrator
Resource Administration Division

NCY/DRT/ls

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cc: Charles D. Howard, John Coleman, Little Wood River Irrigation District, Little Wood River Canal Company, David Hirschi

RECEIVED
OCT 31 1984
Department of Water Resources

HOLME ROBERTS & OWEN
ATTORNEYS AT LAW
SUITE 900
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 521-5800

1700 BROADWAY
DENVER, CO. 80290
TELEPHONE (303) 861-7000
TELEX 45-4460

102 NORTH CASCADE AVENUE
COLORADO SPRINGS, CO. 80903
TELEPHONE (303) 473-3800

THOMAS E. KELLY

October 29, 1984

Mr. David Tuthill
State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

Dear Mr. Tuthill:

On October 9, 1984, I wrote you indicating that an executed copy of the Assignment of Permit No. 37-7880 to Argus Leasing Corporation from Bonneville Pacific Corporation would be forthcoming. We have since spoken on the telephone to confirm that Argus Leasing Corporation was in good standing and that you were prepared to send to us a letter along the lines of your previous letter relating to Zions Leasing Corporation upon receipt by you of an executed copy of the Assignment.

I now enclose herewith an executed copy of the "Assignment and Security Agreement" dated October 5, 1984 pursuant to which Bonneville Pacific Corporation assigned as collateral all of its rights under Permit No. 37-7880 to Argus Leasing Corporation. (Please see paragraph 2 of the Assignment.)

If you would please send your letter directly to me, I will see that Dave Hirschi receives a copy thereof.

Thank you very much for your cooperation in this matter. Please call if you have any questions.

Very truly yours,

Thomas E. Kelly

Thomas E. Kelly dk

dk
Enclosure(s)

MICROFILMED

(3)

12895

STATE OF IDAHO } ss
COUNTY OF BLAINE }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT THE REQUEST OF

~~Sawtooth Title Co., Inc.~~

AT 3:00 O'CLOCK P M

OCT 11 A.D. 1984

RECORDED IN BOOK ON PAGE

OF

MARIE IVIE
EX OFFICIO RECORDER

BY DEPUTY

$24

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), entered into effective as of October 5, 1984, is among ZIONS FIRST NATIONAL BANK, a national banking association ("Bank"), ARGUS LEASING CORPORATION, a Utah corporation ("Argus Leasing"), BONNEVILLE PACIFIC CORPORATION, a Utah corporation ("Bonneville"), and LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership (the "Partnership"). Bonneville and the Partnership are referred to herein collectively as "Borrowers."

In consideration of the extension by Bank to Borrowers of a loan in the original principal amount of $2,350,000.00, as evidenced by that certain promissory note dated October 5, 1984 (the "Note") delivered pursuant to that certain Construction Loan Agreement between Borrowers and Bank dated October 5, 1984 (the "Loan Agreement"), and for other good and valuable consideration, Bank and Borrowers hereby agree as follows:

1. Borrowers, and each of them, hereby assign to Bank, and grant to Bank a security interest in, all right, title and interest of Borrowers, or either of them, in the following described collateral (the "Collateral") and in all cash and non-cash proceeds thereof, any income, rent or profits therefrom, and in any future increases, replacements, substitutions, accessions or additions to the Collateral, all for the purpose of securing payment and performance of all obligations of Borrowers to Bank hereunder, or under the Note, the Loan Agreement, and any other documents executed in connection therewith (collectively, the "Obligations"):

a. That certain Lease Agreement between Bonneville and Little Wood River Canal Company and Little Wood River Irrigation District dated May 15, 1984, as amended by that certain First Amendment to Lease Agreement dated August 22, 1984. A "Memorandum of Lease" relating thereto was recorded in the Blaine County, Idaho, Recorder's Office on October 4, 1984, as Instrument No. 256546.

MICROFILMED

b. That certain Purchase and Assignment Agreement between Bonneville and Little Wood Hydroelectric, Ltd. dated March 9, 1984, together with that certain First Addendum to Purchase and Assignment Agreement between such parties dated Oct. 5, 1984. A "Notice of Interest" relating thereto was recorded in the Blaine County Recorder's Office on October 10, 1984, as Instrument No. 256969.

c. Those certain Construction Contracts, Operating Agreements and other contracts between Borrower and various parties described in Attachment A attached hereto and made a part hereof, and any other contracts now existing or hereafter arising that are necessary or useful to the construction and operation of the "Facility", as defined in the Loan Agreement, to be located on the real property described in Attachment B hereto (the "Leased Premises").

d. That certain Order Granting Exemption from Licensing of a Small Hydroelectric Project of 5 MW or Less issued April 13, 1984, project number 7427-001, by the Office of Electric Power Regulation, Federal Energy Regulation Commission, and all other permits, licenses or approvals of any kind relating to the construction and operation of the Facility.

e. That certain Firm Energy Sales Agreement between Bonneville and the Idaho Power Company dated August 17, 1984, and approved by Order No. 19068 of the Idaho Public Utilities Commission dated August 22, 1984.

f. All other personal property or personal property rights, equipment, furnishings, warranties, guaranties, contract rights, management contracts, accounts receivable, fixtures, inventory, improvements, waterways, turbines, generators, facilities, tools, buildings, structures, capacitators, transformers, substations, electrical apparatus, governors, pumps, tunnels, switchboards, circuit breakers, hoists, penstock, pipelines, engines, appliances, machinery and other furnishings, easements, rights-of-way and appurtenances now or hereafter located on, or to be located on or related to the Leased Premises,

RECORDED

including without limitation the personal property, fixtures and appurtenances, plans and specifications, and reports described in Attachment C attached hereto and made a part hereof.

2. Borrowers, and each of them, as further security for payment and performance of the Obligations, hereby assign to Argus Leasing, as nominee for Bank, all water rights identified in or arising under "Permit to Appropriate the Public Waters of the State of Idaho" No. 37-7880, and all rights of any kind appurtenant thereto, as well as any and all other water rights, permits, licenses or privileges necessary or useful to the construction and operation of the Facility.

3. Bank shall have the right to notify any party other than Borrowers obligated on any of the Collateral, including without limitation the parties to any one or more of the contracts included within the Collateral, to make any required payments thereunder directly to Bank and Bank may take control of all proceeds arising from the Collateral, which rights Bank may exercise any time that Borrowers are then in default hereunder, or under the Note, the Loan Agreement, or any other documents executed in connection therewith. Borrowers agree, at the reasonable request of Bank, to provide any parties to any contracts included in the Collateral with such notices, or to take such other actions as are necessary or appropriate to facilitate the receipt by Bank of payments under such contracts upon an event of a default as described in this paragraph 3. Bank's costs of collection and enforcement, including attorney's fees and out-of-pocket expenses, shall be borne solely by Borrowers.

4. All payments received by Bank pursuant to this Agreement shall be applied when such funds are available to payment of costs and expenses incurred by the Bank as to which the Bank is entitled to reimbursement hereunder, or under the Note or the Loan Agreement or any other documents executed in connection therewith. Remaining amounts from such payments shall be applied first to interest and then to principal of the Note pursuant to the terms of the Note.

5. Borrowers will at all times keep accurate and complete records of their performance under any contracts included in the Collateral, and Bank, or any of its agents, shall have the right upon reasonable notice to call at Borrowers' place of business or where the Collateral is located at intervals to be determined by Bank,

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and without hindrance or delay, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to such contracts or to any other transactions between the parties hereto.

6. Except for financing statements in favor of Bank, Borrowers warrant that there are no financing statements on file in any public office covering the Collateral or any of the proceeds thereof and so long as Borrowers are indebted to Bank pursuant to the Note, or credit thereunder is available to Borrowers, Borrowers, or either of them, will not execute a financing statement or security agreement covering the Collateral or the proceeds thereof with anyone other than Bank. Borrowers agree to sign and deliver one or more financing statements or supplements thereto or other instruments as Bank may from time to time require to comply with the Idaho Uniform Commercial Code or other applicable law to preserve, protect, and enforce the security interest of Bank and to pay all costs of filing such statements or instruments.

7. Borrowers shall perform all acts required of them in connection with the Collateral. Without limitation, Borrowers shall: (i) keep in effect all licenses, permits, franchises and insurance required by law or contract, including without limitation by the Loan Agreement, relating to each Borrowers' business or property or relating to the Collateral, (ii) be responsible for any loss or damage to the Collateral, (iii) at all times warrant and defend Borrowers' ownership and possession of the Collateral, (iv) keep the Collateral free from any liens, encumbrances and security interests other than those consented to in writing by Bank, (v) pay when due all taxes, license fees and other charges upon the Collateral, or, if contested by Borrowers in good faith, provide security for the payment thereof reasonably acceptable to Bank (vi) not misuse, conceal, or in any way use or dispose of the Collateral or any of the proceeds thereof without the prior written consent of Bank, or (vii) take any action which is unlawful or contrary to the provisions of this Agreement or of any insurance coverage.

8. If Borrowers fail to make any payments or perform any acts required by this Agreement, or which Bank reasonably deems advisable to preserve the Collateral or any part thereof or the priority or perfection of Bank's security interest, Bank may, but shall not be obligated to, advance funds for the same and such advances shall be

MICROFILMED

one of the obligations secured hereby and shall be immediately payable with a finance charge thereon at the rate of Bank's Base Rate plus 3%, as adjusted on a day-of-change basis. In protecting, exercising or assuring its interest under this Agreement, Bank may execute, sign and endorse on behalf of and in the name of Borrowers negotiable and other instruments for the payment of money, documents of title, other evidences of title, payment, shipment or storage relating to the Collateral or the proceeds thereof.

9. Upon the occurrence of any default hereunder or under the Note or the Loan Agreement or any other documents entered into in connection therewith, and at any time thereafter, all of the Obligations, including those under the Note shall, at the election of Bank, become immediately due and payable and Bank shall have the remedies of a secured party under the Idaho Uniform Commercial Code or other applicable law, and, in addition to other remedies set forth herein:

a. Bank shall have the right to enter the premises where the Collateral or any records pertaining thereto may be and take possession of such Collateral and records.

b. Borrowers shall, if requested by Bank, assemble the Collateral and the records pertaining thereto at a place designated by Bank.

c. Bank may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the expenses incurred by Bank, including reasonable attorneys fees and expenses, apply the revenue to pay the obligations under the Note.

10. Rights, powers, and remedies given to Bank by this Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of the Idaho Uniform Commercial Code or other applicable law. Any forbearance, failure, or delay by Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy and any single or partial exercise of any right, power, or remedy hereunder shall not preclude the future exercise thereof. Every right, power, and remedy of Bank shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by Bank.

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11. By accepting the assignments and security interests granted hereunder, neither Bank nor Argus Leasing assumes any liabilities or obligations of Borrowers under any of the contracts, permits, licenses or other documents covered hereby. Such assignments and security interests are granted solely to secure the payment and performance of the Obligations.

12. Borrowers hereby confirm that it is the intent of this Agreement to assure that Bank will have the right, but not the obligation, to be substituted for Borrowers to operate the Facility if Borrowers do not pay or perform all of the Obligations. (Bank acknowledges and agrees that if it exercises its rights under this paragraph 12, it will be obligated to Idaho Power Company to perform the covenants of the Borrowers to Idaho Power Company under the Firm Energy Sales Agreement described in paragraph 1(e) above.) To further these purposes, Borrowers agree to execute and deliver such further documents, instruments or assurances as Bank may reasonably require to carry out the intention of this Agreement, including without limitation, making joint applications with Bank to the Federal Energy Regulatory Commission or any other agencies or authorities, and to otherwise do whatever is necessary to transfer to Bank or its assignee any orders, permits, rights or licenses necessary or useful to the construction and operation of the Facility, all of which orders, permits, rights and licenses have been and hereby are assigned by Borrowers to Bank as Collateral hereunder.

13. This Agreement shall be governed by and construed according to the laws of the State of Idaho at the date of execution.

IN WITNESS WHEREOF, Bank, Argus Leasing and Borrowers have executed this Agreement effective as of the date first written above.

ZIONS FIRST NATIONAL BANK, a
national banking association

By: Alan Patterson
Vice President

MICROFILMED

ARGUS LEASING CORPORATION,
a Utah corporation

By: _____
President

BONNEVILLE PACIFIC CORPORATION,
a Utah corporation

By: _____
Secretary

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah limited partnership

By: FAR WEST CAPITAL, INC.,
a corporation and its general
partner

By: _____
Pres.

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Acknowledgements

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

On the 9th day of October, 1984, before me Holley Snow, a notary public in and for the State of Utah, personally appeared Alan Peterson, known or identified to me to be the Vice President of ZIONS FIRST NATIONAL BANK, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires: Residing at:

6/21/89 Salt Lake City, Utah

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

On the 9th day of October, 1984, before me Holley Snow, a notary public in and for the State of Utah, personally appeared Noall J. Bennett, known or identified to me to be the President of ARGUS LEASING CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires: Residing at:

6/21/89 Salt Lake City, Utah

MICROFILMED

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

On the 9th day of October, 1984, before me Deborah Buckley, a notary public in and for the State of Utah, personally appeared Robert J. Weed, known or identified to me to be the Secretary of BONNEVILLE PACIFIC CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

Deborah Buckley
Notary Public

My Commission Expires: 5/4/87

Residing at: Salt Lake City, UT

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

On the 9th day of October, 1984, before me Deborah Buckley, a notary public in and for the State of Utah, personally appeared Adam C. Melchior, who, being by me duly sworn, did say that he is the President of FAR WEST CAPITAL, INC., that FAR WEST CAPITAL, INC. is the general partner of LITTLE WOOD HYDROELECTRIC, LTD., and that said instrument was signed in behalf of said corporation as a general partner with due authorization for and on behalf of said limited partnership, and acknowledged to me that said partnership executed the same.

Deborah Buckley
Notary Public

My Commission Expires: 5/9/87

Residing at: Salt Lake City, Utah

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ATTACHMENT A

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF CONTRACTS

Any and all contracts now or hereafter existing relating to the construction or operation of the Facility, including without limitation the following:

1. The Firm Energy Sales Agreement dated August 17, 1984 between Idaho Power Company and Bonneville and approved by Order No. 19068 of the Idaho Public Utilities Commission dated August 22, 1984.

2. The Agreement dated April 30, 1984, between Bonneville Pacific Corporation and the Water Power Company relating to the Facility, together with the Amendment to Agreement betweeen the same parties dated September 13, 1984.

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ATTACHMENT B

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF REAL PROPERTY

A parcel of land lying in Township 1 North, Range 20 East, Boise Base and Meridian, Blaine County, Idaho, more particularaly described as follows:

The southwest quarter of the southwest quarter of Section 12 and; the north half of the northwest quarter, southwest quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 13, comprising approximately 200 acres, more or less.

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ATTACHMENT C

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF PROPERTY

Turbine (Hydro West):

Francis Type	
Max. Head, Static	104 ft
Max. Head, Effective	99 ft
Flow, Peak	350 cfs
Power, Peak	3,217 hp
Speed	300 rpm

Generator (Ideal)

Power	2900
Speed	300 rpm
Voltage	4160

Exiter

Switch Gear

Supervisory Control

Step-up Transformer

8000 KVA Minimum
Voltage 4.16 KT Step-up to 46 KV
Two 5% taps above and below design voltage

Draft Tube

Tailrace

Motorized Turbine Shutoff Valve

Steel Tunnel Liner

Penstock, 150 feet of 78" diameter steel

Control Valves, motorized with electrical motors

Surge Chamber, tower or control valve

Fish Screen

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RECEIVED
OCT 10 1984
Department of Water Resources

HOLME ROBERTS & OWEN
ATTORNEYS AT LAW
SUITE 900
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 521-5800

1700 BROADWAY
DENVER, CO. 80290
TELEPHONE (303) 861-7000
TELEX 45-4460

102 NORTH CASCADE AVENUE
COLORADO SPRINGS, CO. 80903
TELEPHONE (303) 473-3800

THOMAS E. KELLY

SENT VIA FEDERAL EXPRESS

October 9, 1984

Mr. David Tuthill
State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

Dear Mr. Tuthill:

Pursuant to our conversation of today, I am sending you a form of the Assignment and Security Agreement" that assigns as collateral the leasehold interest of Bonneville Pacific Corporation in Permit No. 37-7880 to Argus Leasing Corporation, rather than to Zions Leasing Corporation as initially indicated.

I am sorry that I was not yet able to provide you with an executed copy of the Assignment. I will, however, be able to send you an executed copy within the next few days. I can confirm, however, that the Assignment has been executed and is in the process of being placed of record.

It is my understanding that you are obtaining directly the certificate of good standing for Argus Leasing Corporation. Please call if you have any questions.

Very truly yours,

Thomas E. Kelly

Thomas E. Kelly

dk
Enclosure(s)

MICROFILMED

EXHIBIT A
to
Construction Loan Agreement
dated effective as of October 5, 1984

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), entered into effective as of October 5, 1984, is among ZIONS FIRST NATIONAL BANK, a national banking association ("Bank"), ARGUS LEASING CORPORATION, a Utah corporation ("Argus Leasing"), BONNEVILLE PACIFIC CORPORATION, a Utah corporation ("Bonneville"), and LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership (the "Partnership"). Bonneville and the Partnership are referred to herein collectively as "Borrowers."

In consideration of the extension by Bank to Borrowers of a loan in the original principal amount of $2,350,000.00, as evidenced by that certain promissory note dated October 5, 1984 (the "Note") delivered pursuant to that certain Construction Loan Agreement between Borrowers and Bank dated October 5, 1984 (the "Loan Agreement"), and for other good and valuable consideration, Bank and Borrowers hereby agree as follows:

1. Borrowers, and each of them, hereby assign to Bank, and grant to Bank a security interest in, all right, title and interest of Borrowers, or either of them, in the following described collateral (the "Collateral") and in all cash and non-cash proceeds thereof, any income, rent or profits therefrom, and in any future increases, replacements, substitutions, accessions or additions to the Collateral, all for the purpose of securing payment and performance of all obligations of Borrowers to Bank hereunder, or under the Note, the Loan Agreement, and any other documents executed in connection therewith (collectively, the "Obligations"):

a. That certain Lease Agreement between Bonneville and Little Wood River Canal Company and Little Wood River Irrigation District dated May 15, 1984, as amended by that certain First Amendment to Lease Agreement dated August 22, 1984. A "Memorandum of Lease" relating thereto was recorded in the Blaine County, Idaho, Recorder's Office on October 4, 1984, as Instrument No. 256546.

MICROFILMED

b. That certain Purchase and Assignment Agreement between Bonneville and Little Wood Hydroelectric, Ltd. dated March 9, 1984, together with that certain First Addendum to Purchase and Assignment Agreement between such parties dated _____, 1984. A "Notice of Interest" relating thereto was recorded in the Blaine County Recorder's Office on October __, 1984, as Instrument No. _____.

c. Those certain Construction Contracts, Operating Agreements and other contracts between Borrower and various parties described in Attachment A attached hereto and made a part hereof, and any other contracts now existing or hereafter arising that are necessary or useful to the construction and operation of the "Facility", as defined in the Loan Agreement, to be located on the real property described in Attachment B hereto (the "Leased Premises").

d. That certain Order Granting Exemption from Licensing of a Small Hydroelectric Project of 5 MW or Less issued April 13, 1984, project number 7427-001, by the Office of Electric Power Regulation, Federal Energy Regulation Commission, and all other permits, licenses or approvals of any kind relating to the construction and operation of the Facility.

e. That certain Firm Energy Sales Agreement between Bonneville and the Idaho Power Company dated August 17, 1984, and approved by Order No. 19068 of the Idaho Public Utilities Commission dated August 22, 1984.

f. All other personal property or personal property rights, equipment, furnishings, warranties, guaranties, contract rights, management contracts, accounts receivable, fixtures, inventory, improvements, waterways, turbines, generators, facilities, tools, buildings, structures, capacitators, transformers, substations, electrical apparatus, governors, pumps, tunnels, switchboards, circuit breakers, hoists, penstock, pipelines, engines, appliances, machinery and other furnishings, easements, rights-of-way and appurtenances now or hereafter located on, or to be located on or related to the Leased Premises,

MICROFILMED

including without limitation the personal property, fixtures and appurtenances, plans and specifications, and reports described in Attachment C attached hereto and made a part hereof.

2. Borrowers, and each of them, as further security for payment and performance of the Obligations, hereby assign to Argus Leasing, as nominee for Bank, all water rights identified in or arising under "Permit to Appropriate the Public Waters of the State of Idaho" No. 37-7880, and all rights of any kind appurtenant thereto, as well as any and all other water rights, permits, licenses or privileges necessary or useful to the construction and operation of the Facility.

3. Bank shall have the right to notify any party other than Borrowers obligated on any of the Collateral, including without limitation the parties to any one or more of the contracts included within the Collateral, to make any required payments thereunder directly to Bank and Bank may take control of all proceeds arising from the Collateral, which rights Bank may exercise any time that Borrowers are then in default hereunder, or under the Note, the Loan Agreement, or any other documents executed in connection therewith. Borrowers agree, at the reasonable request of Bank, to provide any parties to any contracts included in the Collateral with such notices, or to take such other actions as are necessary or appropriate to facilitate the receipt by Bank of payments under such contracts upon an event of a default as described in this paragraph 3. Bank's costs of collection and enforcement, including attorney's fees and out-of-pocket expenses, shall be borne solely by Borrowers.

4. All payments received by Bank pursuant to this Agreement shall be applied when such funds are available to payment of costs and expenses incurred by the Bank as to which the Bank is entitled to reimbursement hereunder, or under the Note or the Loan Agreement or any other documents executed in connection therewith. Remaining amounts from such payments shall be applied first to interest and then to principal of the Note pursuant to the terms of the Note.

5. Borrowers will at all times keep accurate and complete records of their performance under any contracts included in the Collateral, and Bank, or any of its agents, shall have the right upon reasonable notice to call at Borrowers' place of business or where the Collateral is located at intervals to be determined by Bank,

and without hindrance or delay, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to such contracts or to any other transactions between the parties hereto.

6. Except for financing statements in favor of Bank, Borrowers warrant that there are no financing statements on file in any public office covering the Collateral or any of the proceeds thereof and so long as Borrowers are indebted to Bank pursuant to the Note, or credit thereunder is available to Borrowers, Borrowers, or either of them, will not execute a financing statement or security agreement covering the Collateral or the proceeds thereof with anyone other than Bank. Borrowers agree to sign and deliver one or more financing statements or supplements thereto or other instruments as Bank may from time to time require to comply with the Idaho Uniform Commercial Code or other applicable law to preserve, protect, and enforce the security interest of Bank and to pay all costs of filing such statements or instruments.

7. Borrowers shall perform all acts required of them in connection with the Collateral. Without limitation, Borrowers shall: (i) keep in effect all licenses, permits, franchises and insurance required by law or contract, including without limitation by the Loan Agreement, relating to each Borrowers' business or property or relating to the Collateral, (ii) be responsible for any loss or damage to the Collateral, (iii) at all times warrant and defend Borrowers' ownership and possession of the Collateral, (iv) keep the Collateral free from any liens, encumbrances and security interests other than those consented to in writing by Bank, (v) pay when due all taxes, license fees and other charges upon the Collateral, or, if contested by Borrowers in good faith, provide security for the payment thereof reasonably acceptable to Bank (vi) not misuse, conceal, or in any way use or dispose of the Collateral or any of the proceeds thereof without the prior written consent of Bank, or (vii) take any action which is unlawful or contrary to the provisions of this Agreement or of any insurance coverage.

8. If Borrowers fail to make any payments or perform any acts required by this Agreement, or which Bank reasonably deems advisable to preserve the Collateral or any part thereof or the priority or perfection of Bank's security interest, Bank may, but shall not be obligated to, advance funds for the same and such advances shall be

one of the obligations secured hereby and shall be immediately payable with a finance charge thereon at the rate of Bank's Base Rate plus 3%, as adjusted on a day-of-change basis. In protecting, exercising or assuring its interest under this Agreement, Bank may execute, sign and endorse on behalf of and in the name of Borrowers negotiable and other instruments for the payment of money, documents of title, other evidences of title, payment, shipment or storage relating to the Collateral or the proceeds thereof.

9. Upon the occurrence of any default hereunder or under the Note or the Loan Agreement or any other documents entered into in connection therewith, and at any time thereafter, all of the Obligations, including those under the Note shall, at the election of Bank, become immediately due and payable and Bank shall have the remedies of a secured party under the Idaho Uniform Commercial Code or other applicable law, and, in addition to other remedies set forth herein:

a. Bank shall have the right to enter the premises where the Collateral or any records pertaining thereto may be and take possession of such Collateral and records.

b. Borrowers shall, if requested by Bank, assemble the Collateral and the records pertaining thereto at a place designated by Bank.

c. Bank may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the expenses incurred by Bank, including reasonable attorneys fees and expenses, apply the revenue to pay the obligations under the Note.

10. Rights, powers, and remedies given to Bank by this Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of the Idaho Uniform Commercial Code or other applicable law. Any forbearance, failure, or delay by Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy and any single or partial exercise of any right, power, or remedy hereunder shall not preclude the future exercise thereof. Every right, power, and remedy of Bank shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by Bank.

UNOFFICIAL DOCUMENT

11. By accepting the assignments and security interests granted hereunder, neither Bank nor Argus Leasing assumes any liabilities or obligations of Borrowers under any of the contracts, permits, licenses or other documents covered hereby. Such assignments and security interests are granted solely to secure the payment and performance of the Obligations.

12. Borrowers hereby confirm that it is the intent of this Agreement to assure that Bank will have the right, but not the obligation, to be substituted for Borrowers to operate the Facility if Borrowers do not pay or perform all of the Obligations. (Bank acknowledges and agrees that if it exercises its rights under this paragraph 12, it will be obligated to Idaho Power Company to perform the covenants of the Borrowers to Idaho Power Company under the Firm Energy Sales Agreement described in paragraph 1(e) above.) To further these purposes, Borrowers agree to execute and deliver such further documents, instruments or assurances as Bank may reasonably require to carry out the intention of this Agreement, including without limitation, making joint applications with Bank to the Federal Energy Regulatory Commission or any other agencies or authorities, and to otherwise do whatever is necessary to transfer to Bank or its assignee any orders, permits, rights or licenses necessary or useful to the construction and operation of the Facility, all of which orders, permits, rights and licenses have been and hereby are assigned by Borrowers to Bank as Collateral hereunder.

13. This Agreement shall be governed by and construed according to the laws of the State of Idaho at the date of execution.

IN WITNESS WHEREOF, Bank, Argus Leasing and Borrowers have executed this Agreement effective as of the date first written above.

ZIONS FIRST NATIONAL BANK, a
national banking association

By: _____

_____

MICROFILMED

ARGUS LEASING CORPORATION,
a Utah corporation

By: _____
_____

BONNEVILLE PACIFIC CORPORATION,
a Utah corporation

By: _____
_____

LITTLE WOOD HYDROELECTRIC, LTD.,
a Utah limited partnership

By: FAR WEST CAPITAL, INC.,
a corporation and its general
partner

By: _____
_____

MICROFILMED

Acknowledgements

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____, known or identified to me to be the _____ _____ of ZIONS FIRST NATIONAL BANK, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____, known or identified to me to be the _____ _____ of ARGUS LEASING CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

MICROFILMED

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____ _____, known or identified to me to be the _____ _____ of BONNEVILLE PACIFIC CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____, who, being by me duly sworn, did say that he is the _____ of FAR WEST CAPITAL, INC., that FAR WEST CAPITAL, INC. is the general partner of LITTLE WOOD HYDROELECTRIC, LTD., and that said instrument was signed in behalf of said corporation as a general partner with due authorization for and on behalf of said limited partnership, and acknowledged to me that said partnership executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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ATTACHMENT A

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF CONTRACTS

Any and all contracts now or hereafter existing relating to the construction or operation of the Facility, including without limitation the following:

1. The Firm Energy Sales Agreement dated August 17, 1984 between Idaho Power Company and Bonneville and approved by Order No. 19068 of the Idaho Public Utilities Commission dated August 22, 1984.

2. The Agreement dated April 30, 1984, between Bonneville Pacific Corporation and the Water Power Company relating to the Facility, together with the Amendment to Agreement betweeen the same parties dated September 13, 1984.

RECEIVED

ATTACHMENT B

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF REAL PROPERTY

A parcel of land lying in Township 1 North, Range 20 East, Boise Base and Meridian, Blaine County, Idaho, more particularaly described as follows:

The southwest quarter of the southwest quarter of Section 12 and; the north half of the northwest quarter, southwest quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 13, comprising approximately 200 acres, more or less.

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ATTACHMENT C

(Attached to and forming a part of the Assignment and Security Agreement dated effective as of October 5, 1984 from Bonneville Pacific Corporation and Little Wood Hydroelectric, Ltd. to Zions First National Bank and Argus Leasing Corporation.)

DESCRIPTION OF PROPERTY

Turbine (Hydro West):

Francis Type	
Max. Head, Static	**104 ft**
Max. Head, Effective	**99 ft**
Flow, Peak	**350 cfs**
Power, Peak	**3,217 hp**
Speed	**300 rpm**

Generator (Ideal)

Power	**2900**
Speed	**300 rpm**
Voltage	**4160**

Exiter

Switch Gear

Supervisory Control

Step-up Transformer

8000 KVA Minimum
Voltage 4.16 KT Step-up to 46 KV
Two 5% taps above and below design voltage

Draft Tube

Tailrace

Motorized Turbine Shutoff Valve

Steel Tunnel Liner

Penstock, 150 feet of 78" diameter steel

Control Valves, motorized with electrical motors

Surge Chamber, tower or control valve

Fish Screen

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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

October 5, 1984

Bonneville Pacific Corporation
c/o David P. Hirschi
185 South State, Suite 800
P.O. Box 11898
Salt Lake City, UT 84147

Zions Leasing Corporation
c/o Thomas E. Kelley
HOLME, ROBERTS & OWEN
50 South Main
Salt Lake City, UT 84144

Re: Lease and Assignment of the Lease-Hold Interest in Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company)

Gentlemen:

This office has received and reviewed (1) the Lease Agreement dated May 15, 1984, as amended August 22, 1984, between Little Wood River Irrigation District and Little Wood River Canal Company as Lessors, and Bonneville Pacific Corporation, as Lessee, and (2) the draft Assignment and Security Agreement in connection with construction financing whereby Bonneville Pacific Corporation intends to assign its interest in Water Right No. 37-7880 to Zions Leasing.

With respect to the Lease Agreement, the language is unclear whether a full assignment of Permit No. 37-7880 from the original permit holders, Little Wood River Irrigation District and Little Wood River Canal Company, is intended. Because earlier this year Mr. Charles D. Howard, an engineer associated with the project, had indicated to Mr. David Tuthill of this office that the permit holders intended to retain the permit in their name, this office made contact with Mr. Howard upon receipt of the above-referenced materials. Mr. Tuthill has indicated that on October 3, 1984, Mr. Howard, Mr. John Coleman, an attorney from Twin Falls who has represented the permit holder, and you all indicated to him that the intent of the Lease Agreement

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was not to assign Permit No. 37-7880 to Bonneville Pacific Corporation, but rather was to grant a "lease-hold interest" in the permit to Bonneville Pacific Corporation while maintaining the water right in the name of the original permit holders. Therefore, at this time this Department acknowledges that Bonneville Pacific Corporation does have a "lease-hold interest" in Permit No. 37-7880, but the permit will remain in the name of Little Wood River Irrigation District and Little Wood River Canal Company.

We note that "Attachment B" to the Lease Agreement includes a copy of the unapproved Application for Permit No. 37-7880. As you are aware, when the Application was approved on September 20, 1984, and became a Permit, certain significant conditions of approval were added. The Permit, copies of which were provided to the permit holder and to your associate, Mr. Bruce Blaser, should be considered in light of the conditions of approval.

With respect to the draft Assignment and Security Agreement, we note one discrepancy. The document refers to "Zions Leasing Company," whereas the Certificate of Corporate Status issued by the Department of State of the State of Idaho which was delivered to this office by Mr. Bruce Blaser, indicates the name of "Zions Leasing Corporation." Mr. Tuthill has indicated that you telephonically confirmed that the latter name is correct, for the record. Given the modification, submittal to this office of a signed copy of the agreement as drafted would be a satisfactory means of conveying the "lease-hold interest" in Permit No. 37-7880 from Bonneville Pacific Corporation to Zions Leasing Corporation, as all information required under Sections 42-206 and 42-207, Idaho Code, would thereby be submitted.

Sincerely,

NORMAN C. YOUNG, ADMINISTRATOR
Resource Administration Division

NCY/DRT/ls

cc: Charles D. Howard
John Coleman
Little Wood River Irrigation District and
Little Wood River Canal Company

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INTER-DEPARTMENT MEMO — 1

FROM Phillip J. Rassier

DATE Oct. 5, 1984

TO File 37-7880

SUBJECT Transfer of Leasehold interest in Permit 37-7880

The transfer of a leasehold interest in permit 37-7880 from Little Wood River Irrigation District and Little Wood River Canal Company to Bonneville Pacific Corporation as set out in the documents in the file and as they have been explained to me would satisfy the requirements of I.C. 42-207 with respect to permissible transfers of total or partial interests in water right permits for power purposes.

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Phil Rassier

SIGNATURE

INTER-DEPARTMENT MEMO — 1

FROM NCY

DATE 10/5/84

TO SAXTON

SUBJECT

(1) Have legal put a ~~letter~~ memo in file that lease agreement does not violate 42-207

(2) Brian letter to note that a copy of the issued permit should be made a part of the agreement rather than the application.

SIGNATURE

INTER-DEPARTMENT MEMO — 1

FROM Glen

DATE 10-4-84

TO Norm

SUBJECT — another Bonneville Special.

— Dave T. has consulted Phil R. in this matter.

— Permit is subordinated & does have the term cond.

— Plz review & return.

GJ

SIGNATURE

CONVERSATION MEMORANDUM

DATE Oct 3, 1984

FILE 37-7880

NAME OF PARTY Charles "Doug" Howard / et al

EMPLOYEE Dave Tuthill

RE: Assignment of Interest in Permit No. 37-7880

I contacted Mr. Howard to inquire if he still understood that the permit holders wanted the permit to be in the name of Little Wood Irr Dist & Little Wood River Canal Co, eventhough the project is to be developed by Bonneville Pacific Corp.* He said that was his understanding, but that he would contact Mr. John Coleman, atty in Twin Falls, to respond further. This call was made in light of the request for assignment rec'd from Bonneville Pacific rec'd on this day

Mr Coleman called to say it was also his understanding that the permit would be left in the name of the permit holder in spite of the lease agreement.

I called Mr. Hirschi. He confirmed that it is his intent to allow the permit to remain in the name of the original permit holder. I will write a letter to affirm our understanding.

DRT 10/5/84

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* See my letter dated July 19, 1984

PETE T CENARRUSA
SECRETARY OF STATE
STATE CAPITAL
BOISE, IDAHO

State of Idaho

Department of State.

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

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

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

Pete T. Cenarrusa

Pete T. Cenarrusa
Secretary of State

Marilyn Johnson

Corporation Clerk

MICROFILMED

CCC 2-79 **Certificate of Certified Copy**

ORIGINAL IN 37-7922

RECEIVED
OCT 3 1984
Department of Water Resources

LAW OFFICES OF
PARSONS, BEHLE & LATIMER
A PROFESSIONAL CORPORATION
185 SOUTH STATE STREET, SUITE 700
POST OFFICE BOX 11898
SALT LAKE CITY, UTAH 84147-0898
TELEPHONE (801) 532-1234
TELECOPIER (801) 521-9868

1101 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20036-4803
TELEPHONE (202) 659-0862

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

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

C.C. PARSONS
1907-1968

CALVIN A. BEHLE
1947-

OF COUNSEL
GEORGE W. LATIMER
CONSTANCE K. LUNDBERG

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

October 2, 1984

Mr. David Tuthill
Dept. of Water Resources
Statehouse
Boise, Idaho 83720

FEDERAL EXPRESS

Re: Lease of Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Company, as Lessors, to Bonneville Pacific Corporation, as Lessee) and Assignment for Security of Permit No. 37-7880 (Bonneville Pacific Corporation, as Assignor, to Zions Leasing Company, as Assignee).

Dear Mr. Tuthill:

As you are aware, this firm represents Bonneville Pacific Corporation in connection with its hydroelectric projects in Southern Idaho.

Bonneville Pacific Corporation has entered into a Lease Agreement dated May 16, 1984 and amended August 22, 1984 between Little Wood River Canal Company and Little Wood River Irrigation District (hereinafter collectively referred to as "Little Wood"), as Lessors, and Bonneville Pacific Corporation (hereinafter referred to as "Bonneville") as Lessee, whereunder Little Wood has agreed to lease to Bonneville all of its right, title and interest under Permit No. 37-7880 for use in connection with the construction, operation and maintenance of a hydroelectric project located in Sections 12 and 13 of Township 1 North, Range 20 East, Boise Meridian. For your convenience in this matter I have enclosed herewith a copy of the Lease Agreement and Amendment and a copy of Permit No. 37-7880, as approved September 24, 1984 by your office.

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Bonneville Pacific Corporation is also finalizing its construction loan for the project and it is necessary to have the consent from the Dept. of Water Resources to the Lease Agreement as amended prior to closing that loan. In connection with the loan, I am also enclosing an Assignment and Security Agreement whereunder Bonneville, as Assignee, intends to assign Permit No. 37-7880 to Zions Leasing Company, a corporation qualified to do business in the State of Idaho, as additional security for the loan. I am also enclosing copies of the Construction Loan Commitment from Zions First National Bank, N.A. and a Commitment from Prudential Leasing Company relating to the permanent financing for the project.

Bonneville Pacific Corporation is anticipating closing the construction loan on the project in the very near future and requests that the Dept. of Water Resources review the enclosed materials at their convenience and issue a Consent to the Lease of the Water Right by Bonneville Pacific Corporation and the subsequent Assignment of the Water Right by Bonneville to Zions Leasing pursuant to the Assignment and Security Agreement.

To assist you in preparing that Consent, I have enclosed herewith a Consent form similar to that used in the past in our hydroelectric projects. Please feel free to use the enclosed form or some other form containing substantially similar terms. Do not hesitate to contact me should you have any comments or questions concerning this matter.

Very truly yours,

PARSONS, BEHLE & LATIMER

David P. Hirsohi

DPH/jms
Enclosures
cc: Robert L. Wood
John Coleman

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this 15th day of May, 1984, by and between LITTLE WOOD RIVER CANAL COMPANY, an Idaho Corporation, and LITTLE WOOD RIVER IRRIGATION DISTRICT (hereinafter collectively referred to as "Little Wood"), and BONNEVILLE PACIFIC CORPORATION, a Utah corporation duly authorized to transact business in the State of Idaho, or its assigns (hereinafter referred to as "Bonneville"),

W I T N E S S E T H:

WHEREAS, Little Wood owns or has the right to acquire or use certain real property (the "Real Property") located in Blaine County, State of Idaho, described in Exhibit "A" attached hereto and by this reference made a part hereof, which Real Property is intended to be leased by Bonneville as part of a hydro-electric project known as the Little Wood River Reservoir Hydro-Electric Project (the "Project"); and

Project as used in this Agreement shall mean the hydro-electric generation facility, substation and transmission line to be constructed pursuant to this Agreement, including all facilities constructed to carry water from the discharge tunnel of the Little Wood River Dam to the generating facility and access to the same. The term, project, does not include the dam or reservoir nor any water rights for irrigation purposes or water distribution system used for irrigation water.

WHEREAS, Little Wood owns or has the right to acquire

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certain non-consumptive water rights and appropriations for electrical generation (the "Water Rights"), more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, Little Wood and Bonneville intend to enter into a Power Sales Contract (the "Power Contract") with Idaho Power Company for the purchase and sale of power generated from the Project. A copy of the proposed contract is attached hereto as Exhibit "C" and by this reference made a part hereof; and

WHEREAS, Little Wood has made Application for an Order Granting Exemption From Licensing for a Conduit Hydroelectric Project from the Federal Energy Regulatory Commission (the "FERC Exemption"), a copy of which is attached hereto as Exhibit "D" and by this reference made a part hereof; and

WHEREAS, Bonneville desires to lease the Real Property upon which the Project will be constructed to lease the Water Rights, Power Contract, FERC Exemption and all rights and interests appurtenant thereto for purposes of constructing, operating and maintaining the Project; and

WHEREAS, Little Wood desires to lease the Real Property and the foregoing rights and interests to Bonneville strictly upon the terms herein contained,

NOW, THEREFORE, for the consideration hereinafter described and in further consideration of the mutual promises and covenants of the parties hereto, the parties agree as follows:

1. Agreement to Lease. Little Wood hereby leases to Bonneville the Real Property and the Water Rights, Power Contract, FERC Exemption and all rights, interests and obligations relating thereto, including, but not limited to, all engineering work and feasibility studies in process or completed, in accordance with and subject to the terms of this Agreement. Bonneville hereby accepts such lease in accordance with the terms hereof. Little Wood reserves during the term of this lease the right to take and deliver through the facilities of the Project or otherwise water for irrigation purposes for the stockholders and land owners within the Little Wood Canal Company and the Little Wood Irrigation District. Little Wood further reserves control of the discharge gates of the Little Wood Reservoir and access over and across the leased property for the purpose of operating, controlling and maintaining said dam and its discharge works. With the delivery of irrigation water as its first priority, Little Wood agrees to use its best efforts to provide a flow of water for power generation purposes.

2. Term of Lease. This Agreement shall remain in full force and effect and binding upon the parties hereto from and after the date hereof and continuing for a term of twenty (20) years from the date of first power production by the Project; provided, however, that if construction on the Project has not commenced and the construction and permanent financing for the Project have not been obtained on or before December 31,

1984, either party may terminate this Agreement, and thereafter this Agreement shall be null and void. At such termination the parties will make no further claims against the other for any expenses or for the return by one party to the other of any funds expended to such date for any items or expenses relating to the Project.

3. Construction of the Project. Bonneville, at Bonneville's expense shall construct, install and complete the Project which shall consist of a power generating facility producing approximately 8.1 to 8.36 million kilowatt hours per year and having an installed generating capacity of 2.4 megawatts. During the period of construction, Little Wood shall have the right to review the construction schedule to ensure that the construction of the Project does not interfere with the delivery of irrigation water by Little Wood, and Little Wood shall have the right to review and approve the engineering, general design, capacity and equipment to be installed in the Project. Bonneville understands and agrees that the United States Department of the Interior, Bureau of Reclamation, has the right to approve the construction plans and specifications relating to the Project. Bonneville agrees to submit all such plans and specifications to the Bureau of Reclamation for approval prior to commencing construction on the Project. In the event the Bureau of Reclamation disapproves the construction plans and specifications, and the same cannot be modified so as to obtain such approval, either party may terminate this

Agreement without liability.

4. Control and Ownership of Project. Bonneville shall own the Project and shall have complete control over the construction, operation and maintenance of the Project, during the term of this Agreement and shall be the sole manager of the Project. Little Wood grants to Bonneville all rights and privileges necessary or desirable in the construction, operation and maintenance of the Project, including, without limitation, rights of ingress and egress and such easements, privileges, water lines, electrical transmission lines and utility easements as may be necessary or desirable in the construction, operation and maintenance of the Project. Little Wood also grants to Bonneville the right to contract with third parties relative to the construction, operation and maintenance of the Project throughout the term of this Agreement; provided, however, any contracts between Bonneville and any third parties shall not relieve Bonneville of any of its obligations and duties herein set forth. At the end of the term hereof the lease of the Property shall terminate, and Bonneville shall transfer to Little Wood, by good and sufficient bills of sale, quitclaim deeds or assignments, all of its right, title and interest in and to any Water Rights it may have acquired from Little Wood for use in connection with this Project, Power Contract, FERC Exemption the Real Property described on Exhibit "A" attached hereto and any and all improvements or personal property situated upon the Real Property for the total consideration of

One Dollar ($1.00). Any additional rights for power generation acquired by Bonneville shall be transferred at the termination of this lease to Little Wood upon Little Wood reimbursing Bonneville its costs in acquiring such additional rights.

5. Consideration. As consideration for the lease and assignments herein contemplated, Bonneville agrees to pay to Little Wood: (a) for the first ten years from the commencement of power generation, royalty payments equal to five and one-half percent (5.5%) of gross annual income received by Bonneville under the Power Contract with a minimum annual payment of $25,000.00, provided that sufficient water flows are available to pass through the system to provide a royalty payment of $25,000.00 from gross revenue, until such time as the total cumulative gross income generated by the Project under the Power Contract equals SIX MILLION FIVE HUNDRED THIRTY-FOUR THOUSAND DOLLARS ($6,534,000.00), at which time the royalty payment shall increase to forty percent (40%) of gross annual income generated by the Project under the Power Contract during the remainder of the term of this Agreement; (b) for the second ten year period or sooner as provided in (a) above, the royalty payment shall be forty percent (40%) of gross annual income generated by the Project under the Power Contract during the remainder of the term of this Agreement. All such payments shall be made within thirty (30) days after receipt of funds by Bonneville under the Power Contract. Any amounts not paid within said thirty (30) day period shall earn interest at the prime rate of interest

charged by the First Interstate Bank of Idaho plus 2% at said time from the end of said thirty (30) day period until paid.

Bonneville agrees upon ten (10) days written request by Little Wood to furnish to Little Wood complete records and accountings of the gross sale of power from the Project as such accountings are made and received by Bonneville.

6. Tax Benefits. Bonneville, as sole owner of the Project, shall receive all federal and state tax benefits (ITC, ETC and Cost Recovery Deductions (ACRS), etc.) available under tax regulations relating to power projects of this nature.

7. Use of Real Property and Water. Little Wood shall use its best efforts to maintain and control water flows in such a manner as to maximize the efficiency and power generating capacity of the Project; provided, however, that it is the understanding of the parties hereto that the construction, operation and maintenance of the Project shall in no way interfere with the flow of irrigation waters and stock water runs through the power generating facilities of the Project and, notwithstanding anything in this Contract to the contrary, it is further understood between the parties that the passage of irrigation waters through the Project shall take priority over any activities of Bonneville or its assigns with respect to the Project. It is agreed that Bonneville shall have no claim against Little Wood or its directors for any loss of power generating revenue or claimed loss by reason of any decisions of Little Wood or its officers and directors to store water as

opposed to releasing the same for power generation. Little Wood agrees that any decision to store water shall be reasonably related to the obligation of Little Wood to store water for irrigation and/or flood control purposes.

8. Maintenance. At all times during the term of this Agreement, Bonneville shall at its own expense, keep and maintain the Project and all improvements now and hereafter on the Project as well as all facilities now and hereafter appurtenant to the Project in good order and repair and in a safe and clean condition. Bonneville shall operate and maintain the facilities in accordance with Prudent Electrical Practices, the National Electric Safety Code in effect from time to time, and other applicable local, state and federal codes, and shall provide and maintain adequate protective equipment sufficient to prevent damage to the facility.

9. Default. In the event either party hereto is in default under this Agreement, and such default is not cured within ninety (90) days after written notice of the default is delivered to the defaulting party, the non-defaulting party shall have the right to bring one or more of the following actions:

(a) An action for specific performance under this Agreement;

(b) An action for damages incurred as a result of the default; and

(c) Any other rights and remedies provided by

law.

In the event of default, the defaulting party shall pay all costs and fees incurred by the non-defaulting party in enforcing this Agreement against such defaulting party, including reasonable attorneys' fees and court costs, with or without suit.

Little Wood recognizes that Bonneville may assign its rights hereunder as security for construction money for development of the Project. Little Wood agrees to allow such holder of security to assume the performance of this Contract within the time allowed to cure any default hereof.

10. Covenant of Title and peaceful possession. Little Wood covenants that it has full right, power and authority to enter into this Lease Agreement, subject to the approval of the Bureau of Reclamation, and that Bonneville, upon payment of the consideration and performance of the covenants upon Bonneville's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the rights leased and assigned hereby, during the term hereof.

11. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing

the acts required under the terms of this Agreement, then performance of such action shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12. Additional Instruments and After Acquired Rights. In the event it is necessary or desirable to prepare and execute additional instruments or documents to carry out the terms of this Agreement, the parties hereto agree to cooperate fully in the preparation and execution of the same. With respect to the FERC Application, Power Contract and Water Rights, this Agreement is made with sufficient warranties to create effective leases of said interests at such time as the same are fully acquired or perfected by Little Wood.

13. Perfecting Permit To Appropriate. Little Wood agrees to timely make all proofs of application to a beneficial use under the permit to appropriate Exhibit "B" hereto, and agrees to make any further or supplemental filings required to obtain a sufficient water license for power generation to the capacity of the Project. Bonneville agrees to timely furnish such information as may be needed to complete the proof thereon.

14. Eminent Domain. In the event the Project shall be appropriated or taken under the Power of eminent domain by any public or quasi-public authority, this Agreement shall terminate and expire as of the date of such taking, and both Little Wood and Bonneville shall thereupon be released from any liability thereafter accruing hereunder. It is understood and

agreed that Bonneville shall be entitled to the entire award or compensation under any proceeding in eminent domain relating to the ongoing operations of the Project except (a) such portion of the award directly relating to the royalty income due or to become due to Little Wood pursuant to this Agreement, and (b) any portion of the award or compensation specifically relating to the Real Property or Water Rights leased hereunder, valued as of the end of the term specified in paragraph 2 hereof. Any compensation or award relating to the value of the Real Property, Water Rights or any other right, contract or interested prior to the end of the term as specified in paragraph 2 hereof shall belong to Bonneville.

15. Notices. All notices required or permitted hereunder shall be deemed duly delivered when personally delivered or when sent by United States mail, postage prepaid, registered or certified mail with return receipt requested, and addressed to the parties as follows:

IF TO LITTLE WOOD:

a. Little Wood River Irrigation District
Carey, Idaho 83320

b. Little Wood River Canal Company
Carey, Idaho 83320

IF TO BONNEVILLE:

Bonneville Pacific Corporation
Suite 300
200 East South Temple
Salt Lake City, Utah 84111
Attention: Raymond L. Hixson, President

Either party may change its address in writing by giving notice of such change in the manner herein provided.

16. Conditions Precedent to Completion. Bonneville shall not be obligated to complete the Project until such time as (a) Little Wood establishes by and furnishes to Bonneville a title report for the Project and subject to no prior or conflicting leases or liens. Bonneville shall have 20 days to approve or disapprove the title after receiving a preliminary title report, (b) the FERC Application is approved and the Exemption granted by Federal Energy Regulation Commission, (c) the Power Contract is completed, executed and delivered to the satisfaction of Bonneville, (d) the Water Rights are secured and perfected, (e) reasonable construction and permanent financing for the Project are obtained by Bonneville and (f) approval of the plans and specifications by Little Wood and by the Bureau of Reclamation is obtained.

17. Entire Agreement. Subject to paragraph 12 hereof, this Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be modified or amended except by written instrument duly executed by the parties hereto.

18. Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

19. Captions. Captions throughout this instrument are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the

provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

Attest:

By: L. K. Haskell
Secretary

LITTLE WOOD RIVER CANAL COMPANY

By: Darwin M. Parke
Its: _____

LITTLE WOOD RIVER IRRIGATION DISTRICT

Attest:

By: Dale L. Peterson
Secretary

By: Delbert O. Peterson
Its: _____

BONNEVILLE PACIFIC CORPORATION

Attest:

By: _____
Its: Secretary

By: L. Wynn Johnson
Its: Vice President

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of May, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darwin M. Parke, known to me to be the President of Little Wood River Canal Company, who duly acknowledged that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said President acknowledged to me that said corporation executed the same.

John R. Coleman
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLEMAN
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of May, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alton D Patterson, known to me to be the President of Little Wood River Irrigation District who duly acknowledged that the foregoing instrument was signed in behalf of said district by authority of its by-laws or a resolution of its board of directors, and said President acknowledged to me that said district executed the same.

John R Coleman
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLEMAN
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 15th day of May, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. Wynn Johnson, known to me to be the Vice President of Bonneville Pacific Corporation, who duly acknowledged that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Vice President acknowledged to me that said corporation executed the same.

John R Coleman
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLEMAN
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

AMENDMENT TO LEASE AGREEMENT

LITTLE WOOD RIVER CANAL COMPANY, an Idaho corporation, and LITTLE WOOD RIVER IRRIGATION DISTRICT (hereinafter collectively referred to as "Little Wood"), and BONNEVILLE PACIFIC CORPORATION, a Utah corporation duly authorized to transact business in the State of Idaho, or its assigns (hereinafter referred to as "Bonneville"), hereby amend that certain Lease Agreement between Little Wood and Bonneville, dated as of May 15, 1984, by amending paragraph 3 to read as follows:

> Bonneville understands and agrees that the United States Department of the Interior, Bureau of Reclamation, may have the right to approve the construction plans and specifications relating to the Project. Bonneville agrees to submit all such plans and specifications to the Bureau of Reclamation for approval prior to commencing construction on the Project. In the event the Bureau of Reclamation disapproves the the construction plans and specifications, and the same cannot be modified so as to obtain such approval, either party may terminate this agreement without liability.

This amendment is made and effective this 22nd day of August, 1984.

LITTLE WOOD CANAL COMPANY

ATTEST: L. H. Haskell
Secretary

By Lawrence M. Parker
Its President

LITTLE WOOD IRRIGATION DISTRICT

ATTEST: Dale L. Patterson
Secretary

By Alta L. Patterson
Its President

BONNEVILLE PACIFIC CORPORATION

ATTEST: Robert V. Campbell Jr.
Asst Secretary

By L. Wynn Johnson
Its Vice President

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 22nd day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARWIN M. PARKE, known to me to be the President of Little Wood River Canal Company, who duly acknowledged that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said President acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLEMAN
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 22nd day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALTON D. PATTERSON, known to me to be the President of Little Wood River Irrigation District who duly acknowledged that the foregoing instrument was signed in behalf of said district by authority of its by-laws or a resolution of its board of directors, and said President acknowledged to me that said district executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLEMAN
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

EXHIBIT "A"

Real property located in Blaine County, State of Idaho, described as follows:

Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho

Section 12: $SW\frac{1}{4}SW\frac{1}{4}$
Section 13: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$

EXHIBIT "B"

DESCRIPTION OF WATER RIGHT

The hydroelectric, non-consumptive water right to be used in connection with the Project is described in pending Application for Permit to Appropriate the Public Waters of the State of Idaho, Identification No. 37-7880 dated February 12, 1981, a copy of which is attached hereto and by this reference made a part hereof.

Form 202
3/78

Ident. No. 37-7880

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

RECEIVED
FEB 12 1981
Department of Water Resources
Southern District Office

To appropriate the public waters of the State of Idaho

1. Name of applicant Little Wood River Irrigation District & Little Wood River Canal Company Phone _____

   Post office address Carey, Idaho 83320

2. Source of water supply Little Wood River which is a tributary of Big Wood River Malad River

3. Location of point of diversion is NE¼ of NW¼ of Section 13 Township 1 North

   Range 20 E. B.M. Blaine County, additional points of diversion if any: ____

4. Water will be used for the following purposes:

   Amount 300 cfs (cfs or acre-feet per annum) for Power generation purposes from Jan 1 to Dec 31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 300 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Existing Little Wood River storage reservoir and dam. Francis type turbine 1350 KW.

   b. Height of storage dam 116 feet, active reservoir capacity 28,000 acre-feet; total reservoir capacity 30,000 acre-feet, materials used in storage dam: Earth filled

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

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

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

8. Description of proposed uses: Power generation

   a. If water is not for irrigation:

      (1) Give the place of use of water: NE ¼ of NW ¼ of Section 13 Township 1 North

      Range 20 E B.M.

      (2) Amount of power to be generated: 1800 horsepower under 92 feet of head.

      (3) List number of each kind of livestock to be watered N/A

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

      (5) If water is to be used for other purposes describe: After generating power, will continue to used for irrigation.

Approved Sept. 24, 1984

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. _____

Not applicable

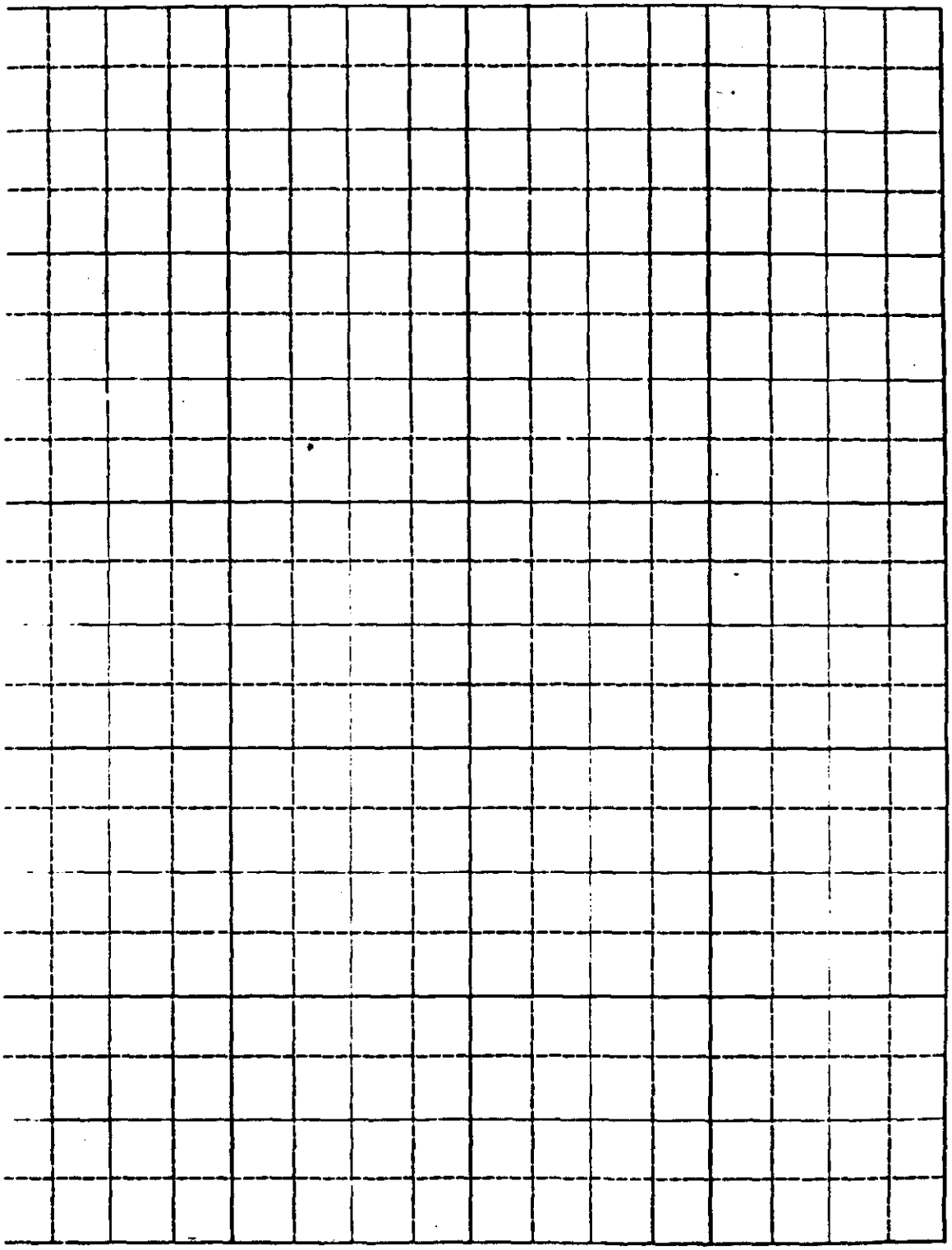
9. a. Who owns the property at the point of diversion Little Wood River Irrigation District

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

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 The Little Wood River Dam is in existence. It was constructed in two stages, the first in 1936, and the second in 1958. The water stored in the reservoir is stored for irrigation purposes and is delivered to the water users by the Little Wood River Canal Company through its distribution system. The reservoir and dam and storage rights are owned by the Little Wood River Irrigation District for its landowners within the District. The construction of the proposed power generation facilities are a part of an improvement project on the distribution system of the applicants.

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



Scale 2 inches equal 1 mile.

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

LITTLE WOOD RIVER IRRIGATION DISTRICT

Feb. 2-51

By H. Lloyd Mecham
(Applicant)

LITTLE WOOD RIVER CANAL COMPANY

By Jim Peterson
(Applicant)

Received by _____ Date 2-16-81 Time 4:30

Preliminary check by _____ Fee $ 2,225.00 # 11832

Receipted by _____ Date 2-16-81

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

Publication approved _____ Date _____

Protests filed by: _____

Copies of protests forwarded by _____

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. _____, and said application is hereby _____.

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 _____, 19___.
   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: _____

Witness my hand this _____ day of _____, 19___.

_____

Director

EXHIBIT "C"

(Copy of Power Sales Contract)

Facility No: 316 105
Project: Little Wood River Reservoir

FIRM ENERGY SALES AGREEMENT

THIS AGREEMENT, entered into on this 27th day of July, 1984, is between BONNEVILLE-PACIFIC CORP a corporation, (Seller), and IDAHO POWER COMPANY, a Maine corporation (Idaho) hereinafter sometimes referred to collectively as "parties" or individually as "party."

W I T N E S S E T H:

WHEREAS, Seller plans to construct, own and operate an electric generation facility; and

WHEREAS, Seller wishes to sell, and Idaho wishes to purchase, electric energy from that facility,

THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

1.1 "Annual Net Energy" - The amount of Net Energy Seller estimates it will deliver to Idaho at the Point of Delivery during each Contract Year.

1.2 "Commission" - The Idaho Public Utilities Commission.

1.3 "Contract Year" - The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.

1.4 "Designated Dispatch Facility" - Idaho's Boise Bench System Dispatch Center.

1.5 "Disconnection Equipment" - Any device or combination of devices located on the interconnection between the Facility and Idaho's system by which Idaho can manually and/or automatically interrupt the flow of power from the Facility to Idaho's system. Disconnection Equipment includes such enclosures or other facilities as may be required to ensure that only Idaho will have access to the devices.

1.6 ""First Energy Date" - The date when Seller has been interconnected with Idaho's system and begins delivering electric energy to Idaho for purposes of demonstrating to Idaho the Facility's degree of completion and reliability.

1.7 "Facility" - That electric generation facility described in Appendix B of this Agreement.

1.8 "Interconnection Facilities" - All facilities required to be installed solely to interconnect and deliver energy from the Facility to Idaho's system including, but not limited to, connection, switching, metering, relaying, communications and safety equipment.

1.9 "Losses" - The loss of energy occuring as a result of the transformation and transmission of energy between the Facility and the Point of Delivery.

1.10 "Net Energy" - The electric energy produced by the Facility, expressed in kilowatt hours ("kwh"), delivered to Idaho at the Point of Delivery less Station Use and less Losses.

1.11 "Operation Date" - The day commencing at 0001 hours, following the day during which all features and equipment of the Facility have reached a degree of completion and reliability, such that they are capable of operating simultaneously to deliver Net Energy continuously into Idaho's system.

1.12 "Point of Delivery" - The location specified in Appendix B, where Idaho's and Seller's electrical facilities are interconnected.

1.12 "Prudent Electrical Practices" - Those practices, methods and equipment that are commonly and ordinarily used in electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

1.13 "Scheduled Operation Date" - The date specified in Appendix B when Seller anticipates achieving the Operation Date.

1.14 "Season" - The four periods of three months each identified in Article VI.

1.15 "Seasonal Net Energy" - The amounts of Net Energy Seller estimates it will deliver to Idaho at the Point of Delivery during each Season.

1.16 "Special Facilities" - Those additions and alterations to Idaho's system which are reasonably required by Prudent Electrical Practices and the national Electric Safety Code to interconnect the Facility safely to Idaho's system.

1.17 "Station Use" - Electric energy which is used solely to operate the Facility's equipment which is auxiliary or directly related to the production of electricity and which, but for the generation of electricity, would not be consumed by Seller.

1.18 "Surplus Energy" - Net Energy which is delivered and accepted prior to the Operation Date.

ARTICLE II: NO RELIANCE ON IDAHO

2.1 Seller Independent Investigation - Except for the Disconnection Equipment and any other facilities exclusively within the control of Idaho,

Seller warrants and represents to Idaho that in entering into this Agreement and the undertaking by Seller of the obligation set forth herein, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Idaho in connection with the transactions contemplated by this Agreement.

2.2 Seller Independent Experts - Except for the Disconnection Equipment and any other facilities within the exclusive control of Idaho, all professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement, have been solely those of Seller.

ARTICLE III: WARRANTIES

3.1 No Warranty by Idaho - Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho, and Idaho makes no warranties, express or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including but not limited to safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

3.2 Qualifying Facility Status - Seller warrants that the Facility is a "qualifying facility," as that term is used and defined in 18 CFR, Part 292. Seller will take such steps as may be required to maintain the Facility's "qualifying facility" status during the term of this Agreement.

ARTICLE IV: CONDITIONS TO INTERCONNECTION

4.1 Prior to the First Energy Date and as a condition of interconnection with Idaho, Seller shall:

4.1.1 Submit proof to Idaho that all licenses, permits or approvals necessary for Seller's operations have been obtained from applicable federal, state or local authorities, including but not limited to those licenses, permit or approvals specified in Appendix C;

4.1.2 Make payment to Idaho for all costs of Disconnection Equipment, metering equipment and Special Facilities as provided for in Appendix B of this Agreement;

4.1.3 Obtain written acceptance from Idaho as provided in paragraph 8.3;

4.1.4 Submit proof to Idaho of all insurance required in Article XIV;

4.1.5 Demonstrate to Idaho's satisfaction that Seller's Facility has been completed, and is capable of operating safely to commence deliveries of electric energy into Idaho's system.

4.1.6 Submit to Idaho a statement from a licensed professional engineer certifying that the design of and equipment in Seller's Facilities comply with the standards of this Agreement and with Prudent Electrical Practices.

4.1.7 Obtain written confirmation from Idaho that all conditions to interconnection have been fulfilled. It is understood that such written confirmation shall not be unreasonably withheld by Idaho.

ARTICLE V: TERM AND OPERATION DATE

5.1 Term - This Agreement shall become effective on the date first above written, and shall continue in full force and effect for a period of thirty-five (35) Contract Years.

5.2 Operation Date - The Operation Date may occur only after Seller has achieved the First Energy Date, and the necessary degree of completion and reliability has been demonstrated to Idaho's satisfaction and Idaho has confirmed that satisfaction in writing. Seller shall have the duty to obtain that confirmation and it will not be unreasonably withheld by Idaho.

ARTICLE VI: SALE OF NET ENERGY

6.1 Delivery and Acceptance of Net Energy - Except when either party's performance is prevented by events of force majeure (Article XVI) or otherwise excused as provided herein, Idaho shall purchase all of the Net Energy and Surplus Energy delivered by Seller to the Point of Delivery.

6.2 Seasonal Net Energy Amounts - Based on long-term historical water flow records and average long-term energy estimates based thereon, Seller estimates that it can deliver Net Energy in the following amounts:

Season 1	December January February	-0- KWH
Season 2	March April May	3,590,000 KWH
Season 3	June July August	4,320,000 KWH
Season 4	September October November	450,000 KWH

6.3 Annual Net Energy Amount - The Annual Net Energy shall be 8,360,000 KWH and shall be the sum of the four Seasonal Net Energy amounts Seller specified above.

6.4 Normal Water Conditions - For hydroelectric generating facilities, the Net Energy amounts Seller has estimated it can supply are based upon the anticipated water flows at the Facility. The parties have reviewed these anticipated water flows and the water records supporting those projected water flows and have agreed that, for purposes of this Agreement, the projected water flows used to calculate the Annual Net Energy amount are reasonable and shall constitute the water flows available to the Facility under "normal" water conditions. No later than 120 days after the Operation Date, Seller will install such water flow measuring equipment as is reasonably required to permit the parties to monitor the water flows at the Facility site. Seller will operate and maintain this water flow measuring equipment and will perform such other water flow analyses as may be required to carry out the provisions of 21.2.1.

6.5 Net Energy Changes - If, as a result of some action by Seller (for example, procurement of additional long-term water or other fuel supplies, or installation of larger or more efficient generating equipment), Seller is able to permanently increase the amount of annual Net Energy delivered to Idaho by more than 10% above the amount specified in paragraph 6.3 above, Idaho shall purchase this increased amount of Net Energy under the terms and conditions of this Contract except that the price paid to Seller for the increased increment of Net Energy shall not be determined in accordance with paragraph 7.1 of this Agreement, but instead will be priced at the firm energy rate in effect at the time of such increase for a Contract term equal in length to the period commencing in the year of the Net Energy increase and ending in the year in which this Agreement expires.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT; ADJUSTMENT OF PURCHASE PRICE

7.1 Net Energy Purchase Price - The price to be paid to Seller for Net Energy which is not Surplus Energy will be the sum of the following payments:

7.1.1 Base Payment -

Season 1	73.30 Mills/KWH
Season 2	48.90 Mills/KWH
Season 3	73.30 Mills/KWH
Season 4	48.90 Mills/KWH

7.1.2 Adjustable Payment - In addition to the Base Payment specified in paragraph 7.1.1, Idaho shall pay to Seller an Adjustable Payment of 8.0 mills per kilowatt hour for Net Energy delivered and accepted in Seasons 1 and 3 and 5.4 mills per KWH for Net Energy delivered and accepted in Seasons 2 and 4. The Adjustable Payment shall be subject to change pursuant to Commission Order at such time as Idaho's retail rates are revised by Commission Order.

7.2 Surplus Energy Purchase Price - Surplus Energy will be purchased at the non-firm avoided energy rate in effect at the time of delivery. This rate is calculated monthly and is filed with the Commission.

7.3 Continuing Jurisdiction of the Commission - The rates, terms and conditions set forth in this agreement are subject to the continuing jurisdiction of the Idaho Public Utilities Commission. The rates, terms and conditions under this agreement are subject to change and revision by order of the Commission upon a finding, supported by substantial competent evidence, that such rates, terms or conditions, change or revision is just, fair, reasonable, sufficient, nonpreferential and non-discriminatory.

ARTICLE VIII: FACILITY AND INTERCONNECTION

8.1 Design of Facility - Seller shall design, construct, install, own, operate and maintain the Facility. The Facility shall be designed and constructed so as to allow safe, reliable delivery of electric energy to Idaho's system.

8.2 Interconnection Facilities - Except for the Special Facilities, metering equipment and Disconnection Equipment specified in Appendix B, Seller shall construct, install, own, and maintain all Interconnection Facilities. Seller will pay all costs of interconnecting the Facility with Idaho.

8.3 Idaho Review - To assure the Facility and Seller-furnished Interconnection Facilities are of suitable size and are compatible with Idaho's system, Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to Idaho for review. Idaho shall, in writing and in conformance with paragraph 4.1.3, notify Seller of its acceptance and confirmation of system compatibility or conversely, notify Seller, in writing, of any changes which, consistent with Prudent Electrical Practices, Idaho determines are necessary to assure the safe delivery of electric energy from the Facility to Idaho's system.

ARTICLE IX: DISCONNECTION EQUIPMENT

9.1 Disconnect Equipment - Idaho will, at Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. At Seller's request, Idaho will provide Seller with the general specifications and an itemization by category of the costs of such Disconnection Equipment. Idaho will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of Idaho's system and personnel

consistent with Prudent Electrical Practices. Upon Seller's request, Idaho will notify Seller as to the original setting and any adjustments thereof. Except as otherwise required by Prudent Electrical Practices, Disconnection Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to Idaho's system shall be controlled by equipment which will perform the following:

(1) Automatically monitor the status of the electrical system on Idaho's side of the disconnecting device; as to voltage and frequency; and

(2) Prohibit closure or reconnection until voltage and frequency have been within approved limits for a continuous period of not less than five minutes; and

(3) Operate so that if Idaho's system is de-energized within ten seconds after the initial closure of the disconnecting device, the disconnecting device will immediately open and not close again until Idaho has been satisfied that Idaho can safely reclose the Disconnecting Equipment.

9.2 Security of Disconnect Equipment - The Disconnection Equipment will be located in an enclosure secured by a lock or otherwise secured in a manner designed to ensure that only Idaho's authorized personnel will have access to the disconnecting devices.

9.3 Remote Disconnection - Other Disconnection Equipment, including equipment which will provide Idaho's operating personnel with the ability to remotely control and monitor the status of the breaker or other disconnecting device by radio or hard-wire circuit between the Facility and the Designated Dispatch Facility may be specified by Idaho when, in Idaho's reasonable judgment, such equipment is required by Prudent Electrical Practices. Seller recognizes that such remote control equipment may not initially be required by

Idaho, but at such time as operating conditions on Idaho's system dictate, Idaho will install this remote control equipment at Seller's expense. If Seller disputes Idaho's determination that the installation of such remote Disconnection Equipment is required, such dispute shall be submitted to the Commission for resolution.

9.4 Interference with Disconnection Equipment - If Seller attempts to modify, adjust or otherwise interfere with the Disconnection Equipment or its enclosure, such action shall constitute an event of default pursuant to Article XXI.

ARTICLE X: METERING

10.1 Metering - Idaho shall, for the account of Seller, provide, install, and maintain required metering equipment to be located at a mutually agreed upon location to record and measure power flows to Idaho in accordance with the standards set forth in Appendix A. If required by Idaho, metering will also include measurement of kilovar-hours in a manner agreed to by both parties. All meter equipment, installation, ownership, and administration costs therefor, shall be borne by Seller, including costs incurred by Idaho for inspecting and testing such equipment at reasonable intervals at Idaho's actual cost of providing this equipment and services. The point of metering shall be at the location described in Appendix B. All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted.

10.2 Meter Inspection - Idaho shall inspect and test all meters upon their installation and at least once every four years thereafter. If requested by Seller, Idaho shall make a special inspection or test of a meter and Seller

shall pay the reasonable costs of such special inspection. Both parties shall be notified of the time when any inspection or test shall take place, and each party may have representatives present at the test or inspection. If a meter is found to be inaccurate or defective, it shall be adjusted, repaired, or replaced, at Idaho's expense, in order to provide accurate metering. If a meter fails to register, or if the measurement made by a meter during a test varies by more than two percent from the measurement made by the standard meter used in the test, adjustment to the payments Seller has received shall be made to correct those payments affected by the inaccurate meter for the actual period during which inaccurate measurements were made. If the actual period cannot be determined, corrections to the payments will be based on the shorter of (1) a period equal to one-half the time from the date of the last previous test of the meter to the date of the test which established the inaccuracy of the meter; or (2) six (6) months.

ARTICLE XI: RECORDS

11.1 Maintenance of Records - Seller shall maintain at the Facility or such other location mutually acceptable to the parties, adequate metering and related power production records, in a form and content recommended by Idaho.

11.2 Inspection - Either party, after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to Seller's account.

ARTICLE XII: PROTECTION

12.1 Seller shall construct, operate and maintain the Facility and Seller-furnished Interconnection Facilities in accordance with Appendix A, Prudent Electrical Practices, the National Electric Safety Code and any other applicable local, state, and federal codes. If, in the reasonable opinion of Idaho, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho's equipment, personnel, or service to its customers, Idaho may physically interrupt the flow of energy from the Facility or take such other reasonable steps as Idaho deems appropriate. Except in the case of an emergency, Idaho will attempt to notify Seller of such interruption prior to its occurrence as provided in paragraph 13.8. Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility and Seller-furnished Interconnection Facilities.

ARTICLE XIII: OPERATIONS

13.1 Emergency Conditions - Seller agrees that in the event of and during a period of a shortage of power on Idaho's system as declared by Idaho in its reasonable discretion, Seller shall, at Idaho's request and within the limits of reasonable safety requirements as determined by Seller, use its best efforts to provide requested Net Energy, and shall, if necessary, delay any scheduled shutdown of the Facility.

13.2 Communications - Idaho and Seller shall maintain appropriate operating communications through Idaho's Designated Dispatch Facility, and Seller shall report to Idaho at the times and in the manner set forth in Appendix A.

13.3 Energy Acceptance - Idaho shall be excused from accepting and paying for Net Energy delivered by Seller to the Point of Delivery under the following circumstances:

13.3.1 If it is prevented from doing so by an event of force majeure.

13.3.2 If Idaho determines that curtailment, interruption or reduction of Net Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, operating conditions on its system, or as otherwise required by Prudent Electrical Practices. If, for reasons other than an event of force majeure, Idaho requires such a curtailment, interruption or reduction of Net Energy deliveries for a period that exceed twenty days beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Energy at a rate determined by dividing the Annual Net Energy amount by 8760 hours. Idaho will notify Seller when the interruption, curtailment or reduction is terminated.

13.4 Voltage Levels - Seller shall use its best efforts to minimize voltage swings and to maintain voltage levels acceptable to Idaho. Idaho may, upon one hundred eighty (180) days' notice to Seller, change its nominal operating voltage level by more than ten percent (10%) at the Point of Delivery, in which case Seller shall modify, at Idaho's expense, Seller's equipment as necessary to accommodate the modified nominal operating voltage level.

13.5 Power Factor - Seller shall provide power within plus or minus 5% of unity power factor. The generator shall be equipped with controls or equipment which give it the capability of operating anywhere within this range.

13.6 Scheduled Maintenance - Seller shall submit a proposed maintenance schedule for each calendar year on or before the preceding February 1, and Idaho and Seller shall mutually agree as to the acceptability or unacceptability of the proposed date(s). The parties' determination as to the acceptability of Seller's timetable for scheduled maintenance will take into consideration Prudent Electrical Practices and neither party shall unreasonably withhold its acceptance of the proposed date for scheduled maintenance.

13.7 Maintenance Coordination - The parties shall, to the extent practical, coordinate their respective line and Facility maintenance schedules such that they occur simultaneously.

13.8 Contact Prior to Curtailment - Idaho will make a reasonable attempt to contact Seller prior to exercising its rights to curtail, interrupt or reduce deliveries from Seller. Seller understands that in the case of emergency circumstances, no notice will be given to Seller prior to interruption, curtailment, or reduction.

ARTICLE XIV: INDEMNIFICATION AND INSURANCE

14.1 Indemnification - Each party shall agree to hold harmless and to indemnify the other party, its officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 22nd day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. WYNN JOHNSON, known to me to be the Vice-President of Bonneville Pacific Corporation, who duly acknowledged that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Vice-President acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

JOHN R. COLE
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission for Life Term

14.2 Insurance - During the term of this agreement, Seller shall secure and continuously carry:

14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage equivalent to the amount of $1,000,000 combined single limit. Such insurance shall:

(a) include an endorsement naming Idaho as an additional insured insofar as work performed under this agreement is concerned; and

(b) include a provision stating that such liability policies shall not be canceled or their limits of liability reduced without thirty (30) days' written notice to Idaho.

14.2.2 Valued Loss of Income Insurance covering, at a minimum, the perils of fire, extended coverage, vandalism and malicious mischief, earthquake and flood and loss arising out of accidents to boilers and/or pressure vessels and mechanical and electrical breakdown coverage for turbines and generators. Such policies shall:

(a) be in amounts equal to the repayment amounts shown in Appendix E that would be owed to Idaho pursuant to paragraph 21.2.

(b) include a provision stating that this policy shall not be canceled or the limits reduced without thirty (30) days' written notice to Idaho.

(c) include Idaho as an additional insured and loss payee.

14.2.3 Seller to Provide Copies of Policies of Insurance - It is a requirement of this contract that a certified copy of the original policies and all endorsements be furnished Idaho as soon as reasonably possible.

ARTICLE XV: LAND RIGHTS

15.1 Seller to Provide Access - Seller hereby grants to Idaho for the term of this Agreement all necessary rights of way and easements to install, operate, maintain, replace, and remove Idaho's metering equipment, Disconnection Equipment and other Special Facilities necessary or useful to this agreement, including adequate and continuing access rights on property of Seller. Seller warrants that it has procured sufficient easements and rights of way from third parties so as to provide Idaho with the access described above. All documents granting such easements or rights of way shall be subject to Idaho's approval and in recordable form.

15.2 Use of Public Rights-of-Way - The parties agree that it is necessary to avoid the adverse environmental and operating impacts that would occur as a result of duplicate electric lines being constructed in close proximity. Therefore, subject to Idaho's compliance with paragraph 15.4, Seller agrees that should Seller seek and receive from any local, state or federal governmental body the right to erect, construct and maintain Seller-furnished Interconnection Facilities upon, along and over any and all public roads, streets and highways, then the use by Seller of such public right-of-way shall be subordinate to any future use by Idaho of such public right-of-way for construction and/or maintenance of electric distribution and transmission facilities and Idaho may claim use of such public right-of-way for such purposes at any time. Except as required by paragraph 15.4, Idaho shall not be required to compensate Seller for exercising its rights under this paragraph 15.2.

15.3 Joint Use of Facilities - Subject to Idaho's compliance with paragraph 15.4, Idaho may use and attach its distribution and/or transmission

facilities to Seller's Interconnection Facilities, may re-construct Seller's Interconnection Facilities to accommodate Idaho's usage or Idaho may construct its own distribution or transmission facilities along, over and above any public right-of-way acquired from Seller pursuant to paragraph 15.2, attaching Seller's Interconnection Facilities to such newly constructed facilities. Except as required by paragraph 15.4, Idaho shall not be required to compensate Seller for exercising its rights under this paragraph 15.3.

15.4 Conditions of Use - It is the intention of the parties that the Seller be left in substantially the same condition, both financially and electrically, as Seller existed prior to Idaho's exercising its rights under this Article XV. Therefore, the parties agree that the exercise by Idaho of any of the rights enumerated in paragraphs 15.2 and 15.3 shall: (1) comply with all applicable laws, codes and Prudent Electrical Practices, (2) Equitably share the costs of installing, owning and operating jointly used facilities and rights of way. If the parties are unable to agree on the method of apportioning these costs, the dispute will be submitted to the Commission for resolution and the decision of the Commission will be binding on the parties, and (3) shall provide Seller with an interconnection to Idaho's system of equal capacity and durability as existed prior to Idaho exercising its rights under this Article XV.

ARTICLE XVI: FORCE MAJEURE

As used in this Agreement, "force majeure" or "an event of force majeure" means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming force majeure and specifically excludes strikes, walkouts, lockouts or other labor disputes in

which Idaho or Seller or their respective employees participate. If either party is rendered wholly or in part unable to perform its obligations under this Agreement because of an event of force majeure, both parties shall be excused from whatever performance is affected by the event of force majeure, provided that:

(1) The non-performing party shall, as soon as is reasonably possible after the occurrence of the event of force majeure, give the other party written notice describing the particulars of the occurrence.

(2) The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of force majeure.

(3) No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE XVII: LIABILITY; DEDICATION

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement. No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of Idaho as an independent public utility corporation, or Seller as an independent individual or entity.

ARTICLE XVIII: SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XIX: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XX: CHOICE OF LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

ARTICLE XXI: DEFAULT, NOTICE AND LIQUIDATED DAMAGES

21.1 Notice - In the event either party defaults in the performance of any of the terms or conditions of this Agreement, the nondefaulting party shall cause notice in writing to be given to the defaulting party, specifying the manner in which such default occurred. If the defaulting party shall fail to cure such default within the 30 days after service of such notice, then, and only then, may the nondefaulting party pursue any remedy which it may have in

law or equity, including an action to terminate this Agreement, to enforce the terms of this Agreement, or to recover damages for breach thereof. This article shall not be construed as restricting in any way Idaho's rights under Article XII, or paragraph A-4.1 of Appendix A to immediately interrupt flows of energy from the facility to Idaho's system.

21.2 Liquidated Damages. The parties agree that the amount of the payment which Idaho is to make to Seller is based on the agreed value to Idaho of Seller's performance of its obligation to provide Net Energy as set out in Article VI for the full term of the Agreement. The parties further agree that if Idaho does not receive such full performance (1) Idaho shall be deemed damaged by reason thereof, (2) it would be impractical or extremely difficult to fix the actual damages to Idaho resulting therefrom, (3) the payments as provided below are in the nature of adjustments in Net Energy prices and liquidated damages and not a penalty, and are a reasonable attempt by the parties to estimate a fair compensation to Idaho for the reasonable losses that would result from such total or partial default.

21.2.1 Failure to Deliver for Term of Agreement - If, at any time prior to the end of the term of the Agreement, Seller permanently curtails in whole or in part its deliveries of the Annual Net Energy amount Seller shall pay to Idaho, as Idaho's sole and exclusive remedy for damages arising out of this permanent curtailment of Net Energy deliveries, the appropriate lump sum repayment amount specified in Appendix D, multiplied by the difference in megawatt-hours between the annual Net Energy amount specified in paragraph 6.3 and the reduced Annual Net Energy amount. This payment amount will bear interest from sixty (60) days after Idaho receives notice of Seller's permanent reduction of the

annual Net Eneregy amount, until paid, at a rate equal to the average of the prime interest rates of the Idaho First National Bank in effect during each month of that period. For purposes of this paragraph, reduced deliveries of Net Energy due to below-normal water conditions (paragraph 6.4) shall not be considered a permanent curtailment.

ARTICLE XXII: GOVERNMENTAL AUTHORIZATION

This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or this Agreement.

ARTICLE XXIII: COMMISSION APPROVAL

This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

ARTICLE XXIV: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, save that no assignment hereof by Seller shall become effective without the written consent of Idaho being first obtained. Such consent shall not be unreasonably withheld. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and

remedies available to it under law or contract. Idaho shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXV: MODIFICATION

No modification to this Agreement shall be valid unless it is in writing and signed by both parties.

ARTICLE XXVI: TAXES

25.1 Each party agrees to pay its own federal and state taxes on its share of income attributable to the parties' performance of this Agreement, and any other tax, including any tax in the nature of an excise tax.

25.2 Each party shall pay before delinquency all ad valorem taxes and other governmental charges which if failed to be paid when due could result in a lien upon the Facility or the Interconnection Facilities.

ARTICLE XXVII: NOTICES

All written notices under this Agreement shall be directed as follows, and shall be considered delivered when deposited in the U S Mail, first-class postage prepaid, as follows:

To Seller: Bonneville-Pacific Corp
Suite 300, 200 East South Temple
Sale Lake City, Utah 84111
Attention: Robert Wood

To Idaho: Vice President, Power Operations
Idaho Power Company
P O Box 70
1220 Idaho Street
Boise, Idaho 83707

ARTICLE XXVIII: ADDITIONAL TERMS AND CONDITIONS

This Agreement includes the following appendices, which are attached hereto and included by reference:

Appendix A	-	Standards for Interconnection and Metering
Appendix B	-	Special Facilities, Point(s) of Delivery and Metering, and Operation Date
Appendix C	-	Schedule of Required Licenses and Permits
Appendix D	-	Lump Sum Payment

ARTICLE XXIX - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

IDAHO POWER COMPANY

By _____
Vice President - Planning and Resources

"Idaho"

Bonneville-Pacific Corp

By _____
Its President

"Seller"

STATE OF IDAHO)
) ss
County of Ada)

On this 27th day of July, 1984, before me, the undersigned, a Notary Public, personally appeared DONALD E BARCLAY, personally known, who being duly sworn, did say that he is the Vice President - Planning & Resources of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 27th day of July, 1984, before me, the undersigned, a Notary Public, personally appeared Raymond L Bjorn, personally known, who being duly sworn, did say that he is the individual who executed the within instrument, and acknowledged to me that he executed the same as the free act and deed.

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

(NOTARIAL SEAL)

Notary Public for Idaho
Residing at: Boise, Idaho

APPENDIX A

STANDARDS FOR INTERCONNECTION AND METERING

A-1 GENERAL PROVISIONS

A-1.1 It is the policy of Idaho to permit Seller to operate its Facility in parallel with Idaho's electric system, whenever this can be done without adverse effect to Idaho's equipment, personnel or other customers

A-1.2 These guidelines contain the minimum metering, interconnection, protection, operation, and communications requirements for the safe and effective parallel operation of Seller's Facility with Idaho's system. Although these guidelines are established to provide a uniform approach for evaluating Seller's generation projects, each interconnection must be examined by Idaho individually. Idaho and the Seller will be guided by this document, which is a part of the Firm Energy Sales Agreement, in planning an interconnection between Idaho's system and the Seller.

A-1.3 Idaho may provide limited technical assistance for Seller, but will not perform any engineering, construction or repair work on power production equipment.

A-2 GENERAL DESIGN CONSIDERATIONS

A-2.1 All Seller generators larger than 20 KVA shall be three-phase generators connected to three-phase circuits unless otherwise approved by Idaho. Generators 20 KVA and smaller may be either single-phase or three-phase.

A-2.2 Except in certain instances to be determined by Idaho, Seller's generator(s) shall be isolated from Idaho's system by a transformer. The Seller may be required to limit the fault current contribution to Idaho's system by generator impedence, neutral grounding or other means.

A-2.3 Idaho will not assume any responsibility for protection of the Seller's generator or of any other portion of the Seller's electrical equipment. The Seller is fully responsible for protecting his equipment from faults or disturbances on Idaho's system.

A-2.4 Seller is hereby notified that certain conditions on Idaho's system may cause negative sequence currents to flow in the Seller's generator. It is the sole responsibility of the Seller to protect his equipment from excessive negative sequence currents, reverse power flow, and single phasing.

A-3 METERING REQUIREMENTS

A-3.1 Unless otherwise agreed by the Parties, metering will be provided for recording net output of the Facility and will be separate from any metering of Seller's load. Metering required will be determined by Idaho on a case-by-case basis, but will generally follow the guidelines below:

A-3.1.1 Capacity Under 750 KVA - A kilowatt-hour/demand meter will be installed.

A-3.1.2 Capacity of 750 KVA and Above - Two meters will be installed. These will measure KWH/KW demand, and reactive power flow to and from the generator. These meters will have pulse outputs to a solid state recorder in order to determine power factor and demand.

A-4 FACILITY PROTECTION

A-4.1 The Seller has full responsibility for the maintenance of his generating equipment and the equipment protecting the Facility. If, in the opinion of Idaho, the Seller has failed to provide proper maintenance of the facility or its protection, and this failure could adversely impact Idaho or other Idaho customers, Idaho can require the Seller to cease parallel operation.

A-5 SYNCHRONOUS GENERATORS

A-5.1 If a governor is used, the governor characteristics may be adjusted to at least 5% droop.

A-5.2 A check interlock for synchronizing of the Seller's generator is required.

A-6 INDUCTION GENERATORS

A-6.1 Overvoltage can become a serious problem when an induction generator is isolated to a portion of a transmission or distribution system. Overvoltage relay shall be provided that will open the generator breaker in the event that the voltage reaches predetermined limits consistent with the overvoltage capability of the generator and the system. Undervoltage protction may also be required. On larger units. underfrequency and overfrequency relaying may be required.

A-6.2 Vars for excitation of the induction generator will need to be supplied from the power system or from capacitors as a component of a static Var source. Appendix B to this Agreement provides for compensation to Idaho for Vars supplied.

A-7 DC TO AC CONVERTERS

A-7.1 Direct current generators may be operated in parallel with Idaho system through a synchronous inverter. The inverter installation will be designed such that an Idaho system interruption will result in the immediate removal of the inverter power flow to Idaho. Harmonics and/or spurious frequencies generated by the Seller's generator-inverter combinations must be limited to avoid causing any reduction in quality of electric service to Idaho's other customers.

A-8 SWITCHING REQUIREMENTS

A-8.1 Idaho reserves the right to open and secure by lock any disconnecting device without prior notice to Seller for any of the following reasons:

A-8.1.1 System emergency.

A-8.1.2 Inspection of the Seller's Facility protective equipment reveals a condition which might adversely impact Idaho or Idaho's other customers.

A-8.1.3 Seller's generating equipment interferes with other customers, or with Idaho's system.

A-8.2 Seller shall maintain a written record of all operating (opening and closing) by Seller of the Seller's interconnection with Idaho. Each operation will be recorded by the date, hour and minute and will include the generator kilowatt hour reading at the time of the operation. This record will be maintained on a monthly basis and the original will be mailed to Idaho on the first business day of the following month. Idaho will provide the forms necessary for filing this monthly switching report.

A-9 GENERATION SCHEDULING AND REPORTING

A-9.1 For installations under 750 KVA, the Seller shall read his generator kilowatt hour meter within the 24-hour period following 12:00 noon on the last day of each month. That kilowatt hour meter reading is to be recorded on the monthly switching report that is mailed to Idaho.

A-9.2 For installations 750 KVA and above, before 10:00 A M each day, the Seller shall provide the Designated Dispatch Facility with an estimate of what the Seller will generate on the following day or days as may be required. In order to maintain a continuous record of energy actually generated and delivered, the Seller shall, by means acceptable to Idaho, obtain the kilowatt hour reading at midnight of each day and shall notify the Designated Dispatch

Facility, the following day, of that meter reading. Additionally, the kilowatt hour meter reading, corresponding to midnight at the end of the last day of each month, shall also be recorded on the monthly switching report that is mailed to Idaho.

A-9.3 The written record of the end-of-month meter reading on the monthly switching report, subject to subsequent review and correction by Idaho, will be the basis of payment for energy purchased by Idaho from the Seller. An adjustment in the kilowatt hours delivered will be made to compensate for the losses in B-6.

APPENDIX B

SPECIAL FACILITIES, POINTS OF DELIVERY AND METERING,

AND OPERATION DATE

PROJECT NO 31615105

LITTLE WOOD RIVER

B-1 DESCRIPTION OF FACILITY

The Seller's facility is described as one synchronous generator with a nameplate rating of 3,000 KW at 4,160 volts, three-phase, 60 Hertz, driven by a Francis Turbine.

B-2 LOCATION OF FACILITY

The Facility is located in the NW Quarter of Section 13, Township 1 North, Range 20 East, Boise Meridian, Blaine County, Idaho.

B-3 SCHEDULED OPERATION DATE

Seller has selected February 1, 1985, as the Scheduled Operation Date and December 1, 1984, as the First Energy Date. In making these selections, Seller recognizes that to allow for adequate testing of the Facility's degree of completion and reliability, it must achieve its First Energy Date at least thirty (30) days prior to the Operation Date. Idaho, based on the information supplied by Seller, will schedule its construction so that all Special Facilities, Disconnection Equipment and metering equipment will be completed in time so as not to delay Seller's achieving the First Energy Date. However, if Seller fails to pay the costs specified in B-11 below at the time specified therein, or materially changes the specifications or design of the Facility or Seller-furnished Interconnection Facilities from what was previously provided to Idaho,

Idaho may be required to reschedule its construction of these facilities which could adversely impact Seller's ability to achieve its scheduled First Energy Date.

B-4 FAILURE TO ACHIEVE OPERATION DATE

If Seller has not achieved the Operation Date within eleven (11) months of the Scheduled Operation Date, such failure shall be deemed to be an event of default pursuant to Article XXI.

B-5 POINT OF DELIVERY

The point of delivery of energy from the Seller to Idaho will be the deadend bells of the overhead three-phase 34.5 KV slack span connecting the last Idaho pole to the Seller provided line serving the Little Wood generator. This point will be in the Northwest Quarter of Section 5, Township 1 South, Range 21 East, Boise Meridian. The Seller will also provide at a point near the generator, a 2,500 KVA three-phase, 4,160 volts to 19,900/34,500 volt transformer bank connected grounded1-WYEE--ungrounded-WYEE.

B-6 LOSSES

Losses shall be 2.0% of the metered energy.

B-7 METERING

The metering equipment will be on the 4,160 volt side of the transformer bank, and will consist of current and potential transformers, a KWH meter, a KVAR meter and a recording meter. The meter will register kilowatt-hours and kilowatts of demand. Metering equipment will be owned and maintained by Idaho, with total cost of purchase, installation, operation, and maintenance to be reimbursed to Idaho by the Seller.

B-8 SPECIAL FACILITIES

The reconstruction of approximately 10 miles of existing overhead distribution line and the cutover of approximately 3 miles of existing line will be provided by Idaho as special facilities. The total cost for these special facilities will be reimbursed to Idaho by the Seller.

B-9 REACTIVE POWER

The Seller shall operate the synchronous generator within plus or minus 5% of unity power factor.

B-10 DISCONNECTION EQUIPMENT

Disconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho's system in the event of a disturbance on either Idaho's system or the Seller's Facility. This equipment is for the protection of Idaho's equipment only. Idaho will supply and install the disconnection equipment which consists of a pole mounted 34.5 KV rated oil switch to be used as the breaker, a disconnection panel which includes the relays and associated logic, a pole mounted transformer bank for ground fault protection, and a safety switch. Seller will supply and install all cable, conduit, and generator connections necessary for the operation of the disconnection equipment. Idaho will supply details for the disconnection panel and will connect and test the equipment prior to operation of the facility. Seller will provide drawings of the installation. Wiring for engineering approval before installation. The total cost of the disconnection equipment, connection and testing will be reimbursed to Idaho by the Seller.

B-11 COSTS

The total cost of Special Facilities and Metering Equipment is $440,000. The total cost of the disconnecting equipment is $25,000. Total amount to be paid to Idaho by the Seller is $465,000, less the $1,000 application fee. This represents the amount that will be charged by Idaho if the Seller makes the payment on or before September 7, 1984. If the Seller does not make this payment by the specified date, the amount will be subject to adjustment by Idaho. Idaho will not schedule construction or order special facilities which are not ordinarily maintained in Idaho's inventory until payment has been made. In addition to the installation and construction charges above, during the term of the Agreement, Seller will pay Idaho an operation and maintenance charge of 0.7% per month times the total amount specified above. The monthly operations and maintenance charge may be adjusted during the term of the Agreement to reflect changes in the costs upon which the charge is based. Idaho will maintain on file with the Commission a schedule showing the cost components and calculation of the monthly operation and maintenance charge.

The total amount above is calculated on the basis of average costs. At such time as actual costs are determined, Idaho will adjust the total amount to reflect actual costs incurred by Idaho. Beginning with the month of this adjustment, the operation and maintenance charges will also be adjusted.

B-12 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho will prepare and forward to Seller an estimate of the remaining value of those Idaho Power furnished Interconnection Facilities

described in this Appendix, less the cost of removal and transfer to Idaho's nearest warehouse, if the Interconnection Facilities will be removed. If Seller elects not to retain ownership of the Interconnection Facilities but instead wishes that Idaho purchase such facilities from Seller at the net salvage value, Idaho may then be invoiced by Seller for the net salvage value estimated by Idaho for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho.

APPENDIX C

SCHEDULE OF REQUIRED LICENSES AND PERMITS

1. Evidence of compliance with Part 1 of the Federal Power Act. Acceptable evidence of compliance will be an Order from FERC: (1) issuing a License for the Facility, or (2) exempting the Facility from Licensing.
2. Permit for the appropriation of water for power production purposes issued by the Idaho Department of Water Resources.
3. Evidence of compliance with Subpart B of CFR §292.707. For this Facility, self-certification is sufficient.

APPENDIX D

LUMP SUM REFUND PAYMENT FOR PERMANENT CURTAILMENT OF PORTION OR ALL OF ANNUAL NET ENERGY AMOUNT UNDER 35-YEAR CONTRACT DOLLARS PER ANNUAL MEGAWATT HOUR

Contract Year of Curtailment Commencement	Facility Operation Date			
	1984	1985	1986	1987
1	20	20	20	20
2	40	40	40	40
3	60	60	60	65
4	80	80	80	85
5	100	100	105	105
6	120	120	125	125
7	140	140	145	145
8	160	160	165	165
9	180	180	185	185
10	195	195	200	200
11	210	210	215	220
12	225	230	235	240
13	240	250	260	270
14	255	265	270	300
15	275	290	310	325
16	300	315	335	355
17	325	340	360	385
18	350	365	385	410
19	370	390	410	435
20	390	410	430	460
21	405	425	450	480
22	420	440	465	495
23	435	455	480	510
24	440	465	490	520
25	445	470	500	525
26	445	470	495	520
27	440	465	490	510
28	420	445	475	495
29	400	420	450	475
30	370	390	410	430
31	330	345	365	385
32	270	280	295	315
33	200	200	220	220
34	100	100	110	110
35	0	0	0	0

EXHIBIT "D"

(Copy of FERC Exemption)

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION 27 FERC ¶62,040

Little Wood River Irrigation District) Project No. 7427-001

ORDER GRANTING EXEMPTION FROM LICENSING OF A SMALL HYDROELECTRIC PROJECT OF 5 MW OR LESS

(Issued April 13, 1984)

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act (Act) pursuant to 18 C.F.R. Part 4 Subpart K (1980) implementing in part Section 408 of the Energy Security Act (ESA) of 1980 for a project as described in the attached public notice. 2/ 3/

Notice of the application was published in accordance with Section 408 of the ESA and the Commission's regulations 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.

1/ Little Wood Irrigation District, Project No. 7427, filed on September 22, 1983.

2/ Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. §§2705 and 2708).

3/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1983). This order may be appealed to the Commission by any party within 30 days of its issuance 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.

DC-A-5

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.

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) Little Wood Reservoir Project No. 7427-001 as described and designated in Little Wood River Irrigation District's application filed on September 22, 1983, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.106 of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106, 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Articles:

Article 6. Any exempted small hydroelectric power project that utilizes a dam which is more than 33 feet in height above streambed, as defined in 18 CFR 12.31(c) of this chapter, impounds more than 2,000 acre-feet of water, or has a significant or high hazard potential, as defined in 33 CFR Part 222, is subject to the following provisions of 18 CFR Part 12:

(i) Section 12.4(b)(1)(i) and (ii),(2)(i), (iii)(A) and (B), (iv), and (v);

(ii) Section 12.4(c);

(iii) Section 12.5;

(iv) Subpart C; and

(v) Subpart D.

For the purposes of applying these provisions of 18 CFR Part 12, the exempted project is deemed to be a licensed project development and the owner of the exempted project is deemed to be a licensee.

P-7427-001

UNITED STATES OF AMERICA

FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission

(January 3, 1984)

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

a. Type of Application: Exemption from Licensing (5MW or Less)

b. Project No: 7427-001

c. Date Filed: September 22, 1983

d. Applicant: Little Wood River Irrigation District

e. Name of Project: Little Wood Reservoir

f. Location: At the Little Wood River Dam and Reservoir, near Carley, in Blaine County, Idaho.

g. Filed Pursuant to: Section 408 of the Energy Security Act of 1980, 16 U.S.C. §§ 2705 and 2708 as amended

h. Contact Person: Mr. Alton Patterson, President, Little Wood River Irrigation District, Carley, Idaho 83320

i. Comment Date: FEB 13 [illegible]

j. Description of Project: The proposed project would utilize irrigation releases from the Applicant's existing Little Wood River Dam and Reservoir and would consist of : (1) a concrete intake structure and a fish screen at the existing outlet; (2) a 170-foot-long, 28-inch to 56-inch diameter penstock; (3) a powerhouse containing two generating units having a total installed capacity of 1425 kW; (3) a tailrace; and (4) a 6-mile-long, 34.5-kV transmission line connecting to an existing Idaho Power Company transmission line. The Applicant estimates the average annual energy production at 4.56 million kWh.

An exemption, if issued, gives an Exemptee priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license applicants that would seek to take or develop the project.

k. Purpose of Project: Project power would be sold to Idaho Power Company.

l. This notice also consists of the following standard paragraphs: A1, A9, B, C, D1a

BC-A-12

-3-

Article 7. 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.

Robert E. Cackowski
Deputy Director, Office of
Electric Power Regulation

A1. Exemption for Small Hydroelectric Power Project under 5MW Capacity -- Any qualified license or conduit 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 or conduit exemption application that proposes to develop at least 7.5 megawatts in that project, or a notice of intent to file such an application. Any qualified 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 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.

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.

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 the number of 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, Deputy Director, Project Management, Division 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.

Attachment
E-2 Form

§ 4.106 Standard terms and conditions of exemption from licensing.

Any exemption from licensing granted under this subpart for a small hydroelectric power project is subject to the following standard terms and conditions:

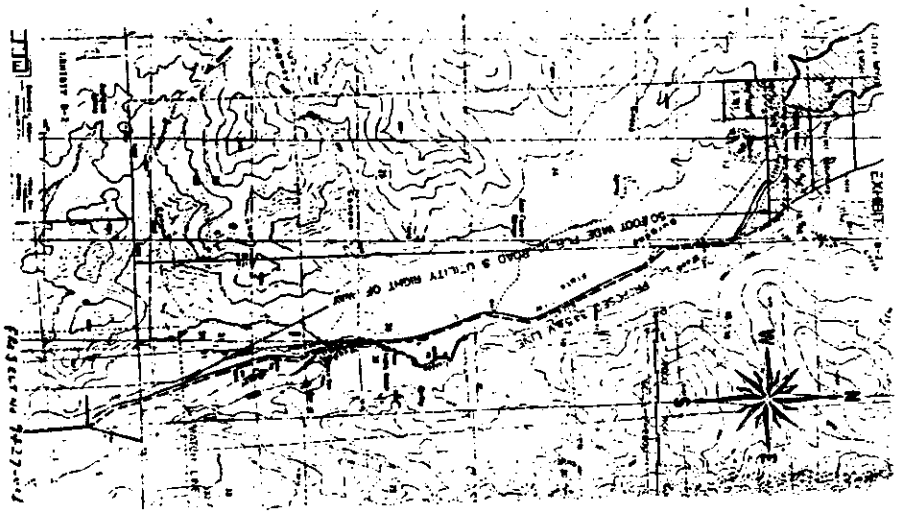
(a) Article 1. The Commission reserves the right to conduct investigations under sections 4(g), 306, 307, and 311 of the Federal Power Act with respect to any acts, complaints, facts, conditions, practices, or other matters related to the construction, operation, or maintenance of the exempt project.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

(b) Article 2. The construction, operation, and maintenance of the exempt project must comply with any terms and conditions that any Federal or state fish and wildlife agencies have determined are appropriate to prevent loss of, or damage to, fish or wildlife resources or otherwise to carry out the purposes of the Fish and Wildlife Coordination Act, as specified in Exhibit E of the application for exemption from licensing or in the comments submitted in response to the notice of the exemption application.

(c) Article 3. The Commission may accept a license application by any qualified license applicant and revoke this exemption if actual construction or development of any proposed generating facilities has not begun within 18 months, or been completed within four years, from the date on which this exemption was granted. If an exemption is revoked, the Commission will not accept a subsequent application for exemption within two years of the revocation.

Dis. Agency Comments - The U.S. fish and wildlife service, the National Marine Fisheries Service, and the State fish and Game Agency(ies) are requested, for the purposes set forth in Section 10(j) of the Energy Security Act of 1980, to file within 60 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or to otherwise carry out the provisions of the Fish and Wildlife Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

Kenneth F. Plumb
Secretary



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

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

FINAL DRAFT

See paragraph 2, page 2 for assignment of water permit # 37-7880.

Exhibit A
to
Construction Loan Agreement
dated September ___, 1984

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), entered into September ____, 1984, is among ZIONS FIRST NATIONAL BANK, a national banking association ("Bank"), ZIONS LEASING COMPANY, a Utah corporation ("Zions Leasing"), BONNEVILLE PACIFIC CORPORATION, a Utah corporation ("Bonneville"), and LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership (the "Partnership"). Bonneville and the Partnership are referred to herein collectively as "Borrowers."

In consideration of the extension by Bank to Borrowers of a loan in the original principal amount of $2,350,000.00, as evidenced by that certain promissory note dated September ___, 1984 (the "Note") delivered pursuant to that certain Construction Loan Agreement between Borrowers and Bank dated September ____, 1984 (the "Loan Agreement"), and for other good and valuable consideration, Bank and Borrowers hereby agree as follows:

1. Borrowers, and each of them, hereby assign to Bank, and grant to Bank a security interest in, all right, title and interest of Borrowers, or either of them, in the following described collateral (the "Collateral") and in all cash and non-cash proceeds thereof, any income, rent or profits therefrom, and in any future increases, replacements, substitutions, accessions or additions to the Collateral, all for the purpose of securing payment and performance of all obligations of Borrowers to Bank hereunder, or under the Note, the Loan Agreement, and any other documents executed in connection therewith (collectively, the "Obligations"):

a. That certain Lease Agreement between Bonneville and Little Wood River Canal Company and Little Wood River Irrigation District dated May 15, 1984, and recorded in the Blaine County Recorder's Office at Book _____, Page _____ on _____, as amended by that certain First Amendment to Lease Agreement dated August 22, 1984 and recorded on _____, 1984 in the Blaine County Recorder's Office at Book _____, Page _____.

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b. That certain Purchase and Assignment Agreement between Bonneville and Little Wood Hydroelectric, Ltd. dated March 9, 1984, and recorded in the Blaine County Recorder's Office at Book _____, Page _____ on _____, together with that certain First Addendum to Purchase and Assignment Agreement between such parties dated _____, 1984, and recorded in the Blaine County Recorder's Office at Book _____, Page _____ on _____.

c. Those certain Construction Contracts, Operating Agreements and other contracts between Borrower and various parties described in Attachment A attached hereto and made a part hereof, and any other contracts necessary or useful to the construction and operation of the "Facility" as defined in the Loan Agreement.

d. That certain Order Granting Exemption from Licensing of a Small Hydroelectric Project of 5 MW or Less issued April 13, 1984, project number 7427-001, by the Office of Electric Power Regulation, Federal Energy Regulation Commission, and all other permits, licenses or approvals of any kind relating to the construction and operation of the Facility.

e. That certain Firm Energy Sales Agreement between Bonneville and the Idaho Power Company dated July 27, 1984.

f. All other personal property or personal property rights, equipment, furnishings, warranties, guaranties, contract rights, management contracts, accounts receivable, fixtures, inventory, easements, rights-of-way and appurtenances now or hereafter located on, or to be located on or related to that certain real property described in Attachment B attached hereto and made a part hereof, including without limitation the personal property, fixtures and appurtenances, plans and specifications, and reports described in Attachment C attached hereto and made a part hereof.

2. Borrowers, and each of them, as further security for payment and performance of the Obligations, hereby assign to Zions Leasing, as nominee for Bank, all water rights identified in or arising under "Permit to Appropriate the Public Waters of the State of Idaho" No. 37-7880, and all rights of any kind appurtenant thereto,

as well as any and all other water rights, permits, licenses or privileges necessary or useful to the construction and operation of the Facility.

3. Bank shall have the right to notify any party other than Borrowers obligated on any of the Collateral to make any required payments thereunder directly to Bank and Bank may take control of all proceeds arising from the Collateral, which rights Bank may exercise any time that Borrowers are then in default hereunder, or under the Note, the Loan Agreement, or any other documents executed in connection therewith. Bank's costs of collection and enforcement, including attorney's fees and out-of-pocket expenses, shall be borne solely by Borrowers.

4. All payments received by Bank pursuant to this Agreement shall be applied when such funds are available to payment of costs and expenses incurred by the Bank as to which the Bank is entitled to reimbursement hereunder, or under the Note or the Loan Agreement or any other documents executed in connection therewith. Remaining amounts from such payments shall be applied first to interest and then to principal of the Note pursuant to the terms of the Note.

5. Borrowers will at all times keep accurate and complete records of their performance under any contracts included in the Collateral, and Bank, or any of its agents, shall have the right upon reasonable notice to call at Borrowers' place of business or where the Collateral is located at intervals to be determined by Bank, and without hindrance or delay, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to such contracts or to any other transactions between the parties hereto.

6. Except for financing statements in favor of Bank, Borrowers warrant that there are no financing statements on file in any public office covering the Collateral or any of the proceeds thereof and so long as Borrowers are indebted to Bank pursuant to the Note, or credit thereunder is available to Borrowers, Borrowers, or either of them, will not execute a financing statement or security agreement covering the Collateral or the proceeds thereof with anyone other than Bank. Borrowers agree to sign and deliver one or more financing statements or supplements thereto or other instruments as Bank may from time to time require to comply with the Idaho Uniform Commercial Code or other applicable law to preserve, protect, and enforce the security interest of Bank and to pay all costs of filing such statements or instruments.

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7. Borrowers shall perform all acts required of them in connection with the Collateral. Without limitation, Borrowers shall: (i) keep in effect all licenses, permits, franchises and insurance required by law or contract, including without limitation by the Loan Agreement, relating to each Borrowers' business or property or relating to the Collateral, (ii) be responsible for any loss or damage to the Collateral, (iii) at all times warrant and defend Borrowers' ownership and possession of the Collateral, (iv) keep the Collateral free from any liens, encumbrances and security interests other than those consented to in writing by Bank, (v) pay when due all taxes, license fees and other charges upon the Collateral, or, if contested by Borrowers in good faith, provide security for the payment thereof reasonably acceptable to Bank (vi) not misuse, conceal, or in any way use or dispose of the Collateral or any of the proceeds thereof without the prior written consent of Bank, or (vii) take any action which is unlawful or contrary to the provisions of this Agreement or of any insurance coverage.

8. If Borrowers fail to make any payments or perform any acts required by this Agreement, or which Bank reasonably deems advisable to preserve the Collateral or any part thereof or the priority or perfection of Bank's security interest, Bank may, but shall not be obligated to, advance funds for the same and such advances shall be one of the obligations secured hereby and shall be immediately payable with a finance charge thereon at the rate of Bank's Base Rate plus 3%, as adjusted on a day-of-change basis. In protecting, exercising or assuring its interest under this Agreement, Bank may execute, sign and endorse on behalf of and in the name of Borrowers negotiable and other instruments for the payment of money, documents of title, other evidences of title, payment, shipment or storage relating to the Collateral or the proceeds thereof.

9. Upon the occurrence of any default hereunder or under the Note or the Loan Agreement or any other documents entered into in connection therewith, and at any time thereafter, all of the Obligations, including those under the Note shall, at the election of Bank, become immediately due and payable and Bank shall have the remedies of a secured party under the Idaho Uniform Commercial Code or other applicable law, and;

a. Bank shall have the right to enter the premises where the Collateral or any records pertaining thereto may be and take possession of such Collateral and records.

b. Borrowers shall, if requested by Bank, assemble the Collateral and the records pertaining thereto at a place designated by Bank.

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c. Bank may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the expenses incurred by Bank, including reasonable attorneys fees and expenses, apply the revenue to pay the obligations under the Note.

10. Rights, powers, and remedies given to Bank by this Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of the Idaho Uniform Commercial Code or other applicable law. Any forbearance, failure, or delay by Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy and any single or partial exercise of any right, power, or remedy hereunder shall not preclude the future exercise thereof. Every right, power, and remedy of Bank shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by Bank.

11. By accepting the assignments and security interests granted hereunder, neither Bank nor Zions Leasing assumes any liabilities or obligations of Borrowers under any of the contracts, permits, licenses or other documents covered hereby. Such assignments and security interests are granted solely to secure the payment and performance of the Obligations.

12. Borrowers hereby confirm that it is the intent of this Agreement to assure that Bank will have the right, but not the obligation, to be substituted for Borrowers to operate the Facility if Borrowers do not pay or perform all of the Obligations. To further these purposes, Borrowers agree to execute and deliver such further documents, instruments or assurances as Bank may reasonably require to carry out the intention of this Agreement, including without limitation, making joint applications with Bank to the Federal Energy Regulatory Commission or any other agencies or authorities, and to otherwise do whatever is necessary to transfer to Bank or its assignee any orders, permits, rights or licenses necessary or useful to the construction and operation of the Facility, all of which orders, permits, rights and licenses have been and hereby are assigned by Borrowers to Bank as Collateral hereunder.

13. This Agreement shall be governed by and construed according to the laws of the State of Idaho at the date of execution.

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IN WITNESS WHEREOF, Bank, Zions Leasing and Borrowers have executed this Agreement on the date first written above.

ZIONS FIRST NATIONAL BANK, a national banking association

By: _____

_____

ZIONS LEASING COMPANY, a _____ corporation

By: _____

_____

BONNEVILLE PACIFIC CORPORATION, a Utah corporation

By: _____

_____

LITTLE WOOD HYDROELECTRIC, LTD., a Utah limited partnership

FAR WEST CAPITAL, INC., a corporation and its general partner

By: _____

_____

Acknowledgements

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____ _____, known or identified to me to be the _____ _____ of ZIONS FIRST NATIONAL BANK, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____ _____, known or identified to me to be the _____ _____ of ZIONS LEASING COMPANY, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

MICROFILMED

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____ _____, known or identified to me to be the _____ _____ of BONNEVILLE PACIFIC CORPORATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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

On the ____ day of _____, 1984, before me _____, a notary public in and for the State of Utah, personally appeared _____, who, being by me duly sworn, did say that he is the _____ of FAR WEST CAPITAL, INC., that FAR WEST CAPITAL, INC. is the general partner of LITTLE WOOD HYDROELECTRIC, LTD., and that said instrument was signed in behalf of said corporation as a general partner with due authorization for and on behalf of said limited partnership, and acknowledged to me that said partnership executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

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ZIONS
FIRST NATIONAL BANK

Please respond to:
COMMERCIAL LOAN DEPARTMENT
P.O. Box 25822
Salt Lake City, Utah 84125
801/524-4763

July 31, 1984

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

Gentlemen:

Zions First National Bank (the "Bank") is pleased to inform you that it is willing to make a construction loan (the "Loan") to Bonneville Pacific Corporation and Far West Capital, Inc. (collectively, "Borrower") for the purpose of financing the construction of the Little Wood Hydroelectric Project located in Carey, Idaho, as previously described to the Bank (the "Project"), upon the following terms and conditions:

Maximum Loan Amount:	$2,350,000.00
Interest Rate:	One and one-half percentage points above the Bank's index rate, to be adjusted on a day-of-change basis.
Interest Payments:	Payment of accrued interest shall be made to the Bank on a quarterly basis, commencing September 30, 1984.
Maturity Date:	June 30, 1985.
Repayment:	In full at maturity.
Loan Fee:	$23,500.00, payable upon the closing of the Loan.

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Guarantors:

The Loan shall be guaranteed by the absolute, continuing and unconditional guarantees of Bonneville Group, Inc.; L. Wynn Johnson; Raymond L. Hixson; and Robert L. Wood.

Collateral:

The Loan shall be secured by all of the assets of the Project, including but not limited to all equipment, leasehold interests, accounts, inventory, contract rights, licenses, permits and other property rights, both real and personal, that are necessary or useful in the construction and operation of the Project (collectively, the "Collateral"). Without limiting the generality of the foregoing, the Bank will, as a minimum, take a security interest in and to the following items:

(a) An assignment as collateral of the Lease and Assignment Agreement between Little Wood River Canal Company and Little Wood River Irrigation District, as lessor, and Borrower, as lessee, covering all property upon which the Project is or will be located. The lease agreement and the assignment thereof shall be in form and substance satisfactory to the Bank.

(b) An assignment as collateral of any right-of-way, easement, or other right affecting the water way over which water is diverted to the Project. Such easements, rights-of-way, or other grants shall be in form and substance satisfactory to the Bank.

(c) An assignment as collateral of any and all water rights and permits received and to be used in connection with the Project, in form and substance satisfactory to the Bank.

(d) An assignment as collateral of the Firm Energy Sales Agreement between Bonneville Pacific Corporation and Idaho Power Company dated July 27, 1984, together with all payments due thereunder. The assignment shall have the written consent of Idaho Power Company and shall be in form and substance satisfactory to the Bank.

(e) A security interest in all equipment, fixtures, furnishings, general intangibles, contract rights, accounts, inventory, and other property, both real and personal, tangible or intangible, necessary or useful in the construction and operation of the Project. Borrower will provide the Bank with a detailed list of such items.

(f) An assignment as collateral of all privileges, warranties, guaranties, collateral, and any other rights Borrower may have with respect to any agreement for the sale and purchase of the Project, or in connection with any manufacturer's warranty on any equipment constituting part of the Project.

(g) Such other interests, rights, privileges, licenses, permits, easements, right-of-ways and agreements used in connection with the Project as the Bank may require.

Collateral Documentation: The supporting documentation for the Loan (the "Collateral Documentation") shall be provided as follows:

(a) A promissory note, satisfactory in form and substance to the Bank.

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(b) A construction loan agreement, satisfactory in form and substance to the Bank.

(c) Such deeds of trust, leasehold mortgages, security agreements, financing statements, assignments of rents, assignments of contract rights and other agreements and documents necessary to create and perfect the Bank's security interest in the Collateral, all satisfactory in form and substance to the Bank.

(d) A guaranty agreement from each of the Guarantors, satisfactory in form and substance to the Bank.

(e) Evidence of existence, borrowing authority and other matters on the part of Borrower, satisfactory in form and substance to the Bank.

(f) An opinion of counsel for Borrower, satisfactory in form and substance to the Bank, concerning (i) the organization, good standing and corporate authority of Borrower, (ii) the validity and binding effect of the Collateral Documentation, (iii) the water rights relating to the Project, and (iv) such additional matters as may be customary or that the Bank may request.

(g) An ALTA lender's policy of title insurance, in such form and from such company as is satisfactory to the Bank, relating to Project real property and any improvements constructed thereon.

(h) Insurance on the Project with companies satisfactory to the Bank, insuring the Bank against business interruptions, force

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majeure or uncontrollable circumstances, earthquakes, floods, property liability, efficacy or systems performance, low water flow and such other risks as the Bank may require, all upon such terms and conditions as are acceptable to the Bank. The policies shall be non-cancellable for the term of the Loan. Property insurance shall be an all-risk "Special Multi-peril" policy with an XCU endorsement. The Bank shall be named as loss payee on all such insurance.

(i) Such other documentation as may be requested by the Bank and its counsel.

Conditions of Lending: The Bank's obligation to close the Loan is subject to the following:

(a) Review and approval by the Bank and its counsel of all fixed-fee turnkey contracts, agreements, assignments, licenses, permits and other contracts, documents and instruments to which Borrower or any affiliate is a party or beneficiary, directly or indirectly, relating to the Project and any reports or studies relating to the Project requested by Borrower.

(b) Review and approval by the Bank and its counsel of an unconditional permanent loan commitment for the Project from Prudential Federal Savings or other lending institution acceptable to the Bank.

(c) Review and approval by an independent engineer selected by the Bank of all engineering studies, drawings, reports, plans and projections relating to the Project.

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(d) Execution and delivery of the Collateral Documentation to the Bank at the closing of the Loan, together with such other documents, instruments or assignments as the Bank's counsel may request.

(e) Little Wood Hydroelectric Ltd. shall have advanced $1,260,000.00 paid in capital available for the Project, or such other sum as may be approved in writing by the Bank.

(f) The Bank shall have received a copy of the notification to the Secretary of the Federal Energy Regulatory Commission that Borrower will construct the Project authorized by that certain "Order Granting Exemption from Licensing of a Small Hydroelectric Project of 5 MW or Less" issued April 13, 1984 at FERC Paragraph 62,040 and as FERC Project No. 7427-001.

(g) The Idaho Public Utility Commission shall have approved in writing that certain Firm Energy Sales Agreement between Bonneville Pacific Corporation and Idaho Power Company dated July 27, 1984, and any assignment thereof, and the Bank shall have received evidence of such approval.

(h) The U.S. Bureau of Reclamation shall have approved, in writing, Borrower's plans and specifications regarding the penstock connection to the dam structure at the Project site, and the Bank shall have received evidence of such approval.

Expenses:

Borrower shall pay all of the Bank's expenses in connection with the Loan, including without limitation the fees and disbursements of the Bank's counsel, engineering fees, recording and filing fees

and taxes, title examination expenses, title insurance premiums and other insurance premiums required hereunder and all other customary expenses. All such expenses shall be paid at the closing of the Loan.

Closing Date: September 30, 1984, or such earlier date upon which Borrower has satisfied all of the conditions set forth herein, if five days' prior written notice thereof is given to the Bank.

This commitment is available to Borrower for a period extending to September 30, 1984. Should Borrower decide to accept this commitment, Borrower must execute the acknowledgment set forth below and return the same to the Bank by that time. The Bank has not reviewed any of the agreements, assignments, licenses, permits and other instruments to which Borrower is a party relating to the Project and therefore reserves the right to impose additional conditions to the Bank's obligation to close the Loan following its review and approval of such documents. This commitment is non-assignable and is dependent upon the continued financial viability of Borrower and the Guarantors.

Very truly yours,

ZIONS FIRST NATIONAL BANK

By: Alan Peterson
Its: Vice President

ACKNOWLEDGMENT

We acknowledge receipt of the foregoing commitment letter and agree to accept its terms.

Dated this 17 day of August, 1984.

Bonneville Pacific Corporation

By: /s/
Its: _____

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Far West Capital, Inc.

By: _____

Its: _____

[redacted]

udential
easing
ompany

arry R. Stevens
resident
55 East 33rd South
alt Lake City, Utah 84115
)01) 487-8951

n affiliate of

rudential
nancial
ervices
Corporation

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

July 31, 1984

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

ATTN: L. Wynn Johnson

Re: Little Wood Reservoir Hydro Electric Project

Dear Wynn:

We are pleased to inform you that we have approved your request to provide the permanent takeout financing on the Little Wood Reservoir Hydro project which is currently under way. We are prepared to commit funds in the amount of $2,500,000 under the following terms and conditions:

Term of Commitment: 12 months

Commitment Fee: $25,000.00

Interest Rate at Takedown: 350 basis points over the 5 year T-Bill Rate at time of takedown as published by the Federal Reserve statistical release.

Amortization Period: 12 years with monthly payments

Loan Term: 5 years

Renewal Options: At the end of the 5 year initial term, we will be willing to negotiate for an additional 5 year renewal priced at 350 basis points above the 5 Year T-Bill Rate with monthly payments based on an 84 month amortization schedule. The renewal, of course, will be subject to payment history and the then current investment philosophy of Prudential Leasing Company.

As security for this loan, Prudential is to receive:

1. Clear title to all of the equipment and improvements at the site as well as an assignment of the real property lease with a Trust Deed lien on the Lessee's beneficial interest thereof.

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2. An assignment of contract between Bonneville and Idaho Power.

3. A satisfactory trust agreement providing for all funds from the sale of power to be remitted to the Trust and loan payments to Prudential being senior to all other obligations or disbursements.

4. There is to be a debt reserve in the amount of $117,000 in the form of cash or a letter of credit from the Bank of our choice for the sole benefit of Prudential.

5. In addition, we will require Business Interruption Insurance providing for standard coverage as well as protection against low water.

This commitment is subject to review by Prudential's legal counsel and completion of a complete documentation package as required following that review. Legal expenses up to $7,500 are to be borne by the Borrower.

In order for this commitment to be binding upon Prudential will you please sign where indicated below and return the signed copy to our office together with your commitment fee made payable to Prudential Leasing Company in the amount of $25,000. This commitment is good until July 31, 1985.

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

Very truly yours,

Larry R. Stevens

LRS/tb

CC: LeaseRite, Inc.

The above commitment is agreed to and accepted this 17th day of AUGUST, 1984. Enclosed please find our fee in the amount of $25,000.

Accepted by: Bonneville Pacific Corporation

By: L. Wayne Johnson

Its: Vice President

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BONNEVILLE PACIFIC CORPORATION

Summary of Electrical Generation Projects

(Cost figures in $000's)

I. COMPLETED

PROJECT NAME AND LOCATION		CAPACITY(KW)	COST	STATUS
Big Sand Wash Hydro,	Utah	1,700	$3,300	On line 11/83
Strawberry Hydro,	Utah	3,900	3,400*	On line 10/83
Ravenscroft Hydro,	Idaho	600	1,200	On line 12/83
Koyle Ranch Hydro,	Idaho	1,225	2,500	On line 12/83
Black Canyon Hydro,	Idaho	125	237	Completed 12/83
Cedar Draw Hydro,	Idaho	1,300	2,300	On line 5/84
	TOTALS	8,850	$12,937	* Debt amount only

II. UNDER CONSTRUCTION

PROJECT NAME AND LOCATION		CAPACITY(KW)	COST	STATUS
Pigeon Cove Hydro,	Idaho	2,100	4,200	Start-up in 9/84
Low-Line Drop Hydro,	Idaho	8,250	19,000	Start-up 11/84
Littlewood Res. Hydro,	Idaho	2,400	3,800	Start-up 12/84
	TOTALS	12,750	$27,000	

III. UNDER CONTRACT

PROJECT NAME AND LOCATION		CAPACITY(KW)	COST	STATUS
Dietrich Drop Hydro,	Idaho	4,800	$10,500	Needs Exemption
Lincoln Bypass Hydro,	Idaho	1,800	3,500	Needs Exemption
Millcreek Hydro,	Oregon	10,000	19,000	Needs License
Sheep Falls Hydro,	Idaho	5,000	11,000	Needs License
Montana Biomass #1	Mont.	7,500	13,750	Negotiating power
Montana Biomass #2	Mont.	7,500	13,750	contracts
Rice Growers Biomass,	Calif.	15,000	28,000	Negotiating fuel
	TOTALS	51,600	$99,500	

TOTALS IN ALL CATEGORIES: 73,200KW Installed capacity

$139,437 Capital costs, incl. reserve

MICROFILMED

No. 100

Littlewood Hydroelectric

97-154/1240

August 17, 1984

Pay to the order of Prudential Leasing Company $25,000.00

Twenty-five Thousand and no/100---------- Dollars

BROADWAY-WEST TEMPLE OFFICE
VALLEY BANK
AND TRUST COMPANY
80 WEST BROADWAY, SALT LAKE CITY, UT 84101

L. Wynn Johnson *

For Commitment fee on term loan

⑆124001545⑆21 046239⑈

MICROFILMED

September 24, 1984

RE: Permit No. 37-7880

Little Wood River Irrigation District &
Little Wood River Canal Company
Box 7
Carey, Idaho 83320

Gentlemen:

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

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port, or to provide a certified measurement or computation of flow based upon the design of the system to be prepared by a professional engineer.

If the diversion dam is 10 feet or more in height, or has an impounding capacity of 50 acre-feet or more, certain dam safety requirements must be met. Please contact the regional office nearest you for details.

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

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

Sincerely,

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

DRT:sc

Enclosures

MICROFILMED

INTERWEST FINANCIAL

RECEIVED
AUG 15 1984
Department of Water Resources

August 14, 1984

State of Idaho
Department of Water Resources
David R. Tuthill, Jr., P.E.
Boise, Idaho 83702

Re: Application for Permit No. 37-7880, Little Wood River Irrigation District and Little Wood River Canal Company, Hydroelectric Project.

Dear David:

As you requested in your letter to Doug Howard, we are providing the additional information you asked for on the Little Wood Project.

The project will be 2.4 megawatts producing revenues of approximately $600,000 annually. This provides a debt coverage ratio of 1.5 and allows a favorable return to the investors.

Also enclosed is a financial commitment letter from Bonneville Pacific Corporation and a drawing showing the plant layout.

Thank you for your prompt consideration of this application.

Sincerely,

Bruce Blaser

Bruce Blaser

MICROFILMED

815 Park Blvd., Suite #310 Boise, Idaho 83706 Phone (208) 385-0558

Bonneville Pacific Corporation

A Subsidiary of Bonneville Group, Inc.

August 7, 1984

Idaho Department of Water Resources
Boise, Idaho

RE: Financial Commitment for Little Wood Hydro Project

Gentlemen:

We are pleased to notify you that Bonneville Pacific Corporation has arranged the financing for the referenced plant to be constructed during the latter part of 1984. Turbine and generator bids have been let and civil construction will commence within 45 days at the site north of Carey.

Our agent, Bruce Blaser, of Interwest Financial, can respond to any further requests you may have regarding the funding of this project. Thank you for your help in the past and for your consideration in approving the water right request necessary to continue work on the Little Wood Reservoir plant.

Sincerely,

L. Wynn Johnson

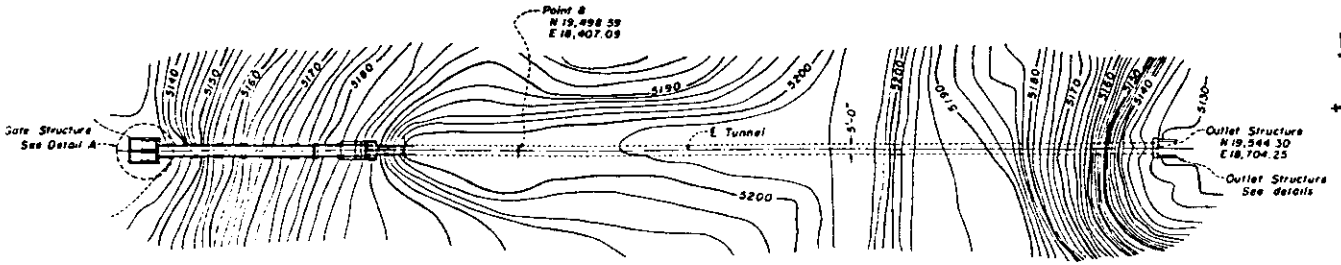
L. Wynn Johnson
Vice President

LWJ:db
cc: Bruce Blaser

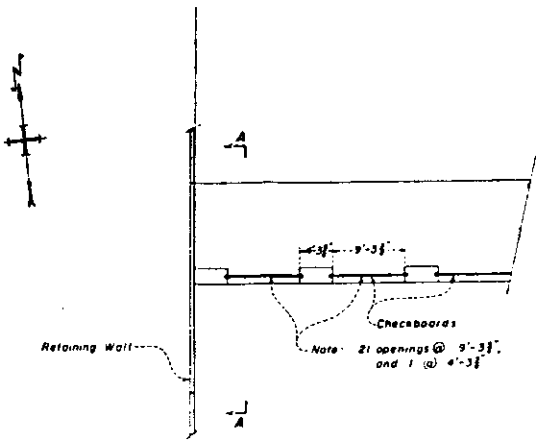
MICROFILMED

200 East South Temple, Suite 300 / Salt Lake City, Utah 84111 / 801-363-2520 / 801-363-1900 / Telex 381542

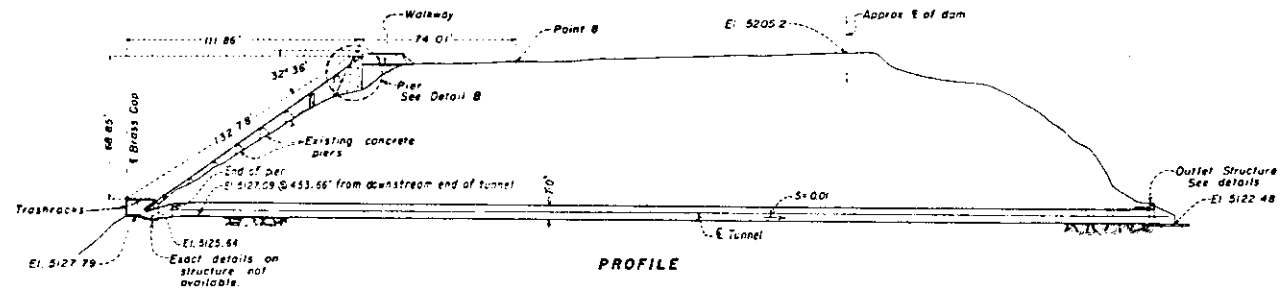
MICROFILMED



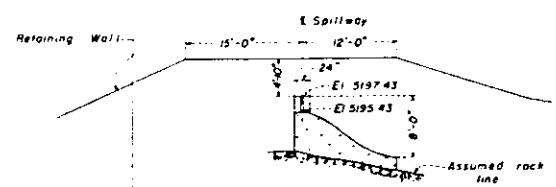
PLAN
OUTLET WORKS



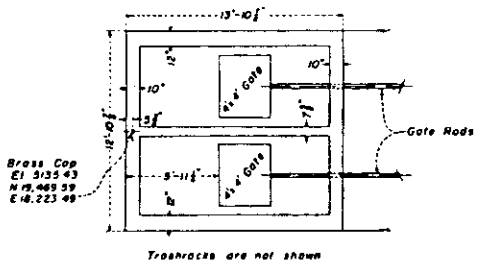
PLAN
SPILLWAY



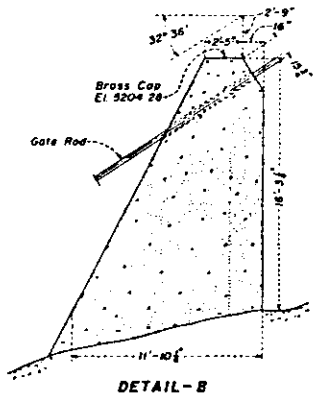
PROFILE



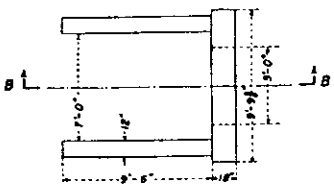
SECTION A-A



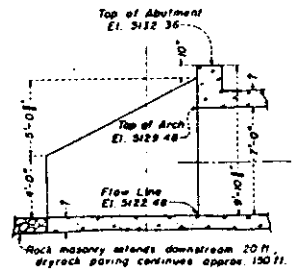
DETAIL-A



DETAIL-B



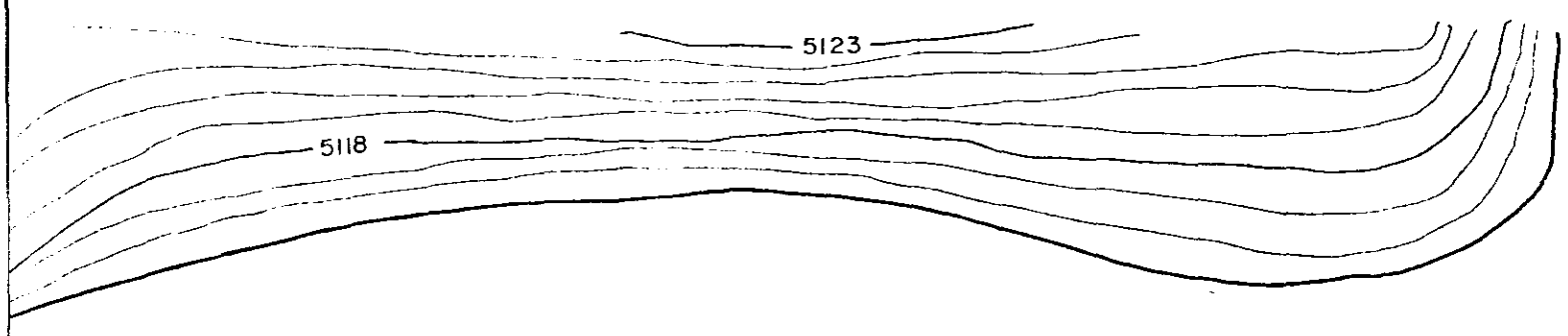
PLAN
OUTLET STRUCTURE

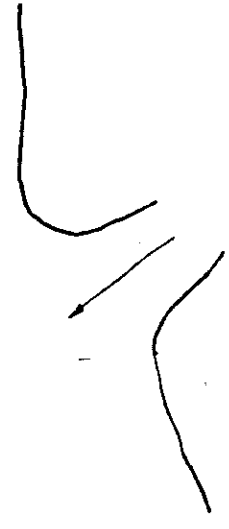


SECTION B-B

3-11-37 JAW	REVISION OF TUNNEL INTAKE STRUCTURE	
	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
	LITTLE WOOD RIVER PROJECT-IDAHO	
	STRUCTURE DETAILS FROM FIELD MEASURMENTS	
DRAWN F.A.H.	SUBMITTED [illegible]	
TRACED F.A.H.	RECOMMENDED [illegible]	
CHECKED C.B.B.	APPROVED [illegible] CHIEF DESIGN ENGINEER	
DENVER, COLO. DECEMBER 3, 1937		811-107-11

MICROFILMED





LEVATIONS BASED ON
T OF OUTLET.
LEVATION 5120.35
TOP OF N.E. CORNER
TLET STRUCTURE.
LEVATION 5130.78

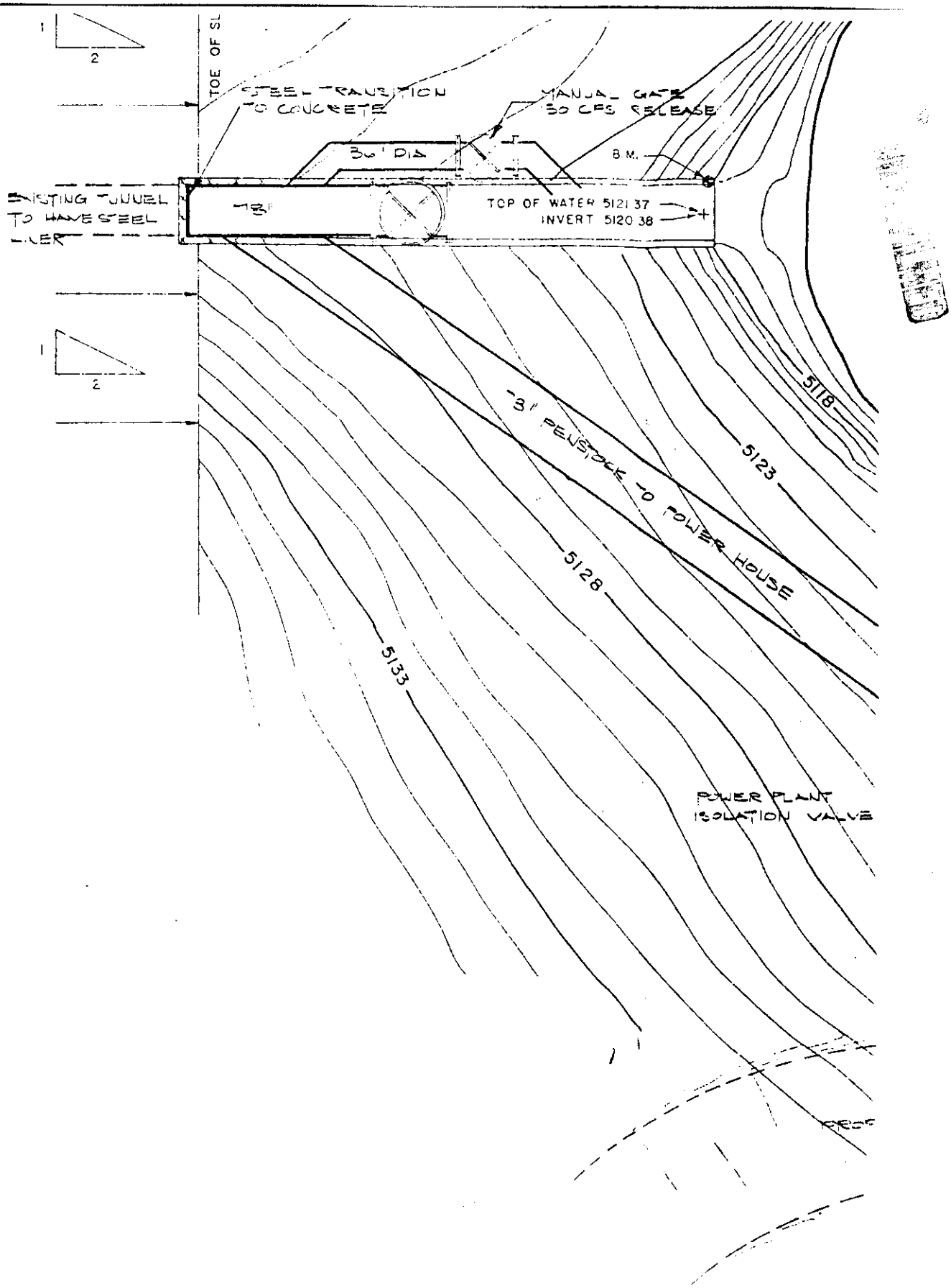
POND

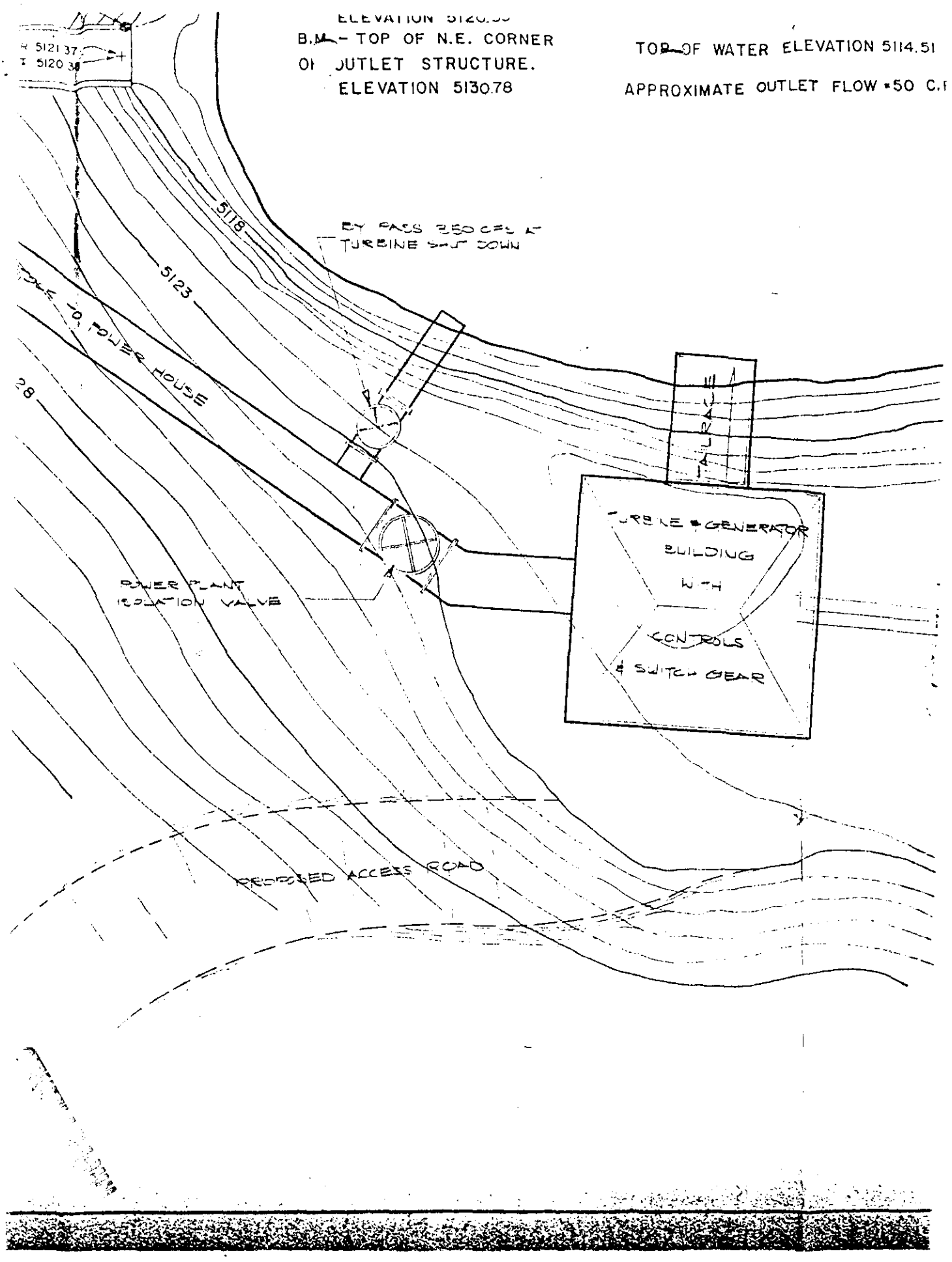
TOP OF WATER ELEVATION 5114.51 AT

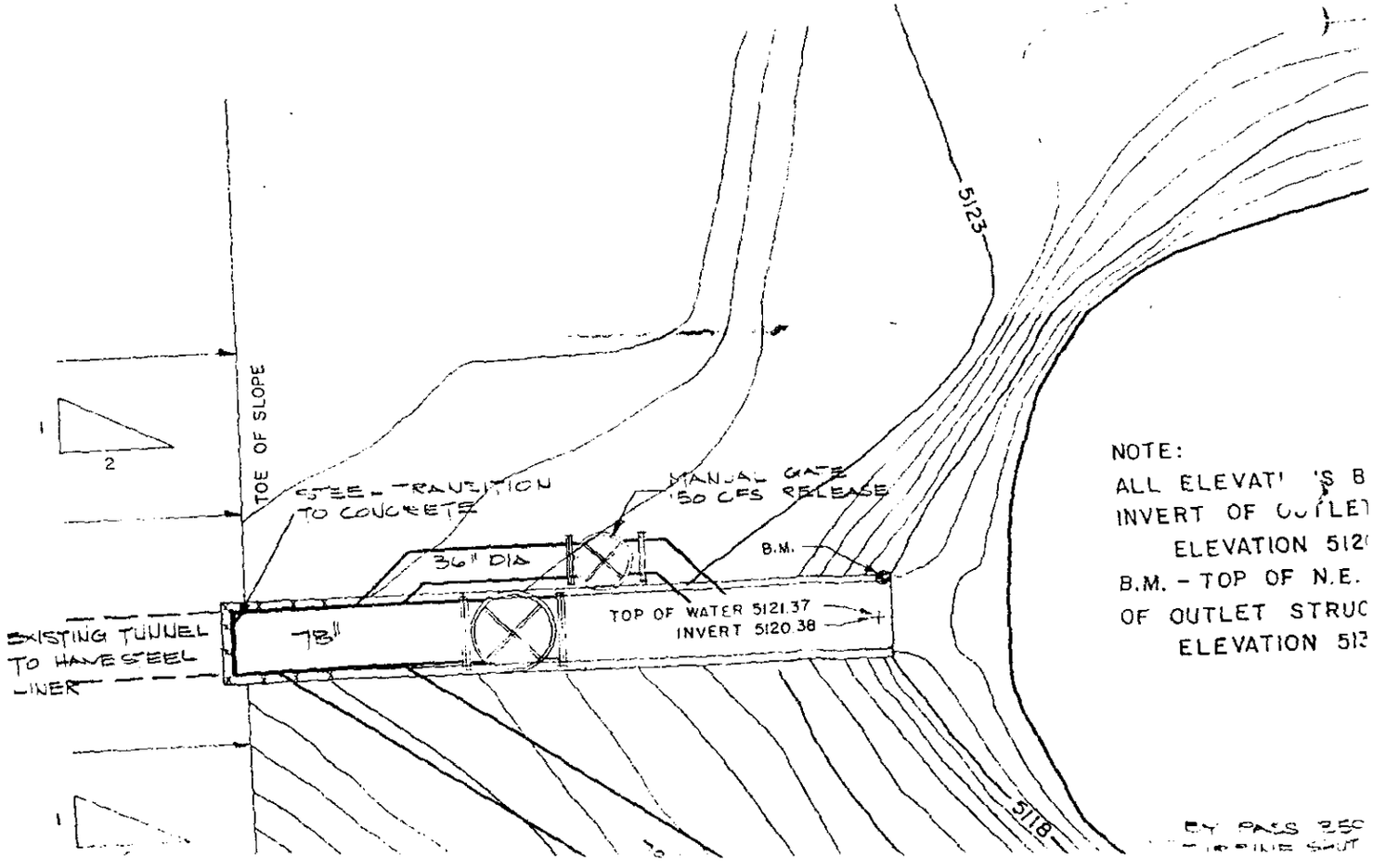
APPROXIMATE OUTLET FLOW = 50 C.F.S.

LITTLE WOOD F

Y PASS 350 CFS AT
RBINE SHUT DOWN


1
2
TOE OF SL
STEEL TRANSITION TO CONCRETE
MANUAL GATE 30 CFS RELEASE
36' DIA
B.M.
EXISTING TUNNEL TO HAVE STEEL LINER
-8'
TOP OF WATER 5121.37
INVERT 5120.38
1
2
5118
5123
"8" PENSTOCK TO POWER HOUSE
5128
5133
POWER PLANT ISOLATION VALVE


ELEVATION 5120.38
B.M. – TOP OF N.E. CORNER
OF OUTLET STRUCTURE.
ELEVATION 5130.78
TOP OF WATER ELEVATION 5114.51
APPROXIMATE OUTLET FLOW =50 C.F
5121.37
5120.38
5118
5123
BY PASS 250 CFS AT
TURBINE SHUT DOWN
POWER HOUSE
28
POWER PLANT
ISOLATION VALVE
TURBINE & GENERATOR
BUILDING
WITH
CONTROLS
& SWITCH GEAR
TAILRACE
PROPOSED ACCESS ROAD



NOTE:
ALL ELEVAT' 'S B
INVERT OF OUTLE
ELEVATION 512
B.M. - TOP OF N.E.
OF OUTLET STRUC
ELEVATION 51

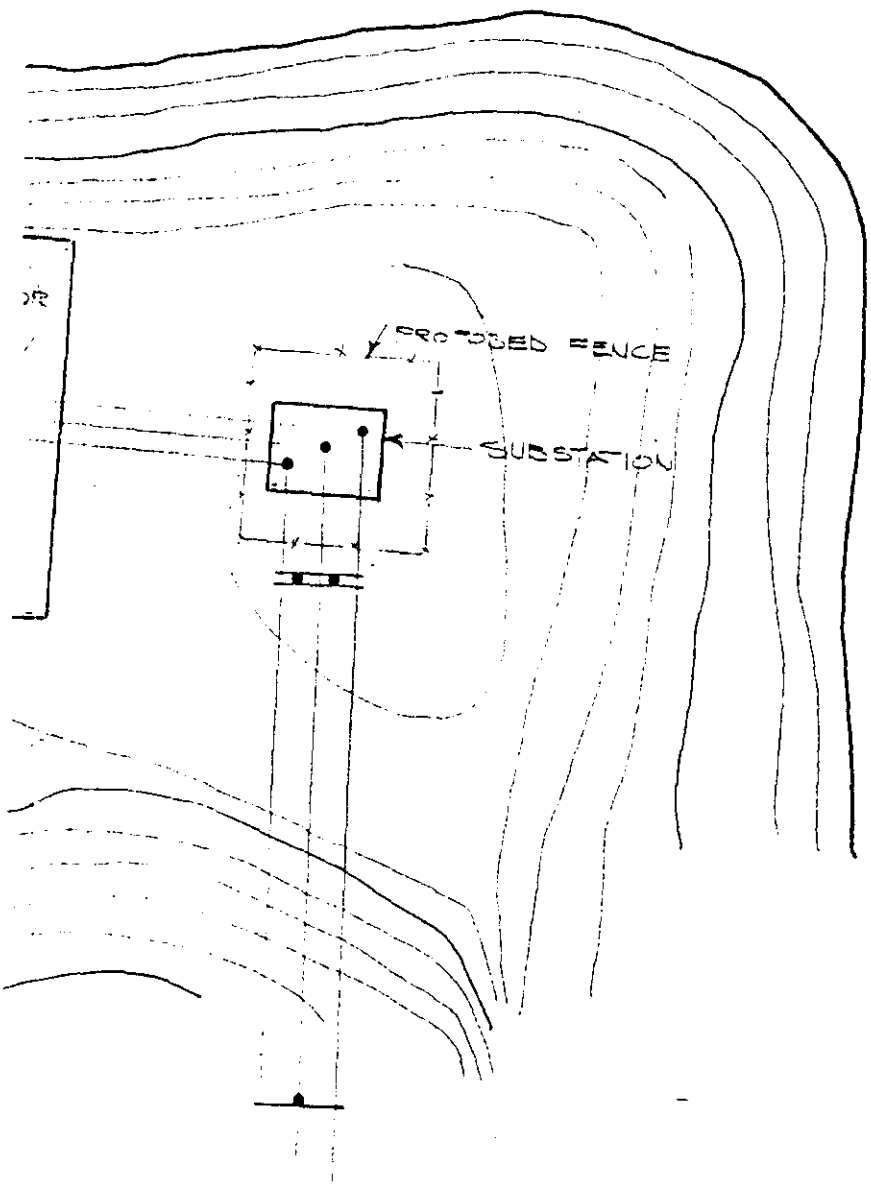
BY PASS 25C
TURBINE SHUT

D

EVATION 5114.51 AT

:T FLOW =50 C.F.S.

LITTLE WOOD RIVER →



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 19, 1984

Mr. Charles D. Howard
Edwards, Howard & Martens
Engineering, Inc.
1139 Falls Ave. E.
Twin Falls, ID 83301

RE: Application for Permit No. 37-7880, Little Wood River Irrigation District & Little Wood River Canal Company, Hydroelectric Project

Dear Doug:

Pursuant to our conversation on June 25, 1984, I am writing this letter to describe further documentation required prior to our further action regarding the above-referenced application for permit.

Now that we have received a copy of the order granting exemption from licensing of a small hydroelectric project which was issued by the Federal Energy Regulatory Commission, it appears that we require only a statement of financial commitment, a very brief economic analysis of the project, and plans or drawings which specify the anticipated location of the intake structure, the penstock, the power plant, and the flow return structure.

You indicated that financing is being undertaken by Bonneville Pacific Corporation, but that the name on the application for permit would likely not change. This type of a financing arrangement is acceptable, but a statement from Bonneville Pacific Corporation expressing an intent for financial commitment is required.

The information herein described should be provided to this office no later than August 22, 1984, in order to maintain the application in a valid status. Given the information requested, this office will be in a position to take further action toward the development of the permit.

Sincerely,

David R. Tuthill Jr.

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

DRT:ls

RECEIVED

CONVERSATION MEMORANDUM

DATE June 25, '84

FILE 37-7880

NAME OF PARTY Doug Howard

EMPLOYEE D. TUTHILL

RE: Order To Show Cause / Et al.

Mr Howard called to see if the information that he sent to us (copy of FERC exemption) was sufficient to prevent cancellation of the permit.

I told him that the information was sufficient for that purpose, but that we would be needing other info about the project before we could approve the permit, because our requirements have expanded (due to case law interpretations) since the app was filed in 1981.

When I mentioned that we would need a statement of financial ability, Mr. Howard stated that the entire project development is being undertaken by Bonneville Pacific, eventhough the water right and the FERC exemption are shown to be in the name of the original applicant. He indicated that there was an agreement that the Little Wood IRrigation District name would be left on the ownership documents, per the request of the District.

I told Mr. Howard that we would write him a letter specifying both remaining documentation requirements, and permit holder name requirements.

DRT

POWER CALCULATIONS FOR APPLICATION NO. 37-7880

P = Kilowatts 1332 .74 X hp 1800

Q = cfs 300

H = feet 92

e = efficiency

proposed

✓ 1.) Affidavit of Residency
✓ 2.) Ownership of Facilities
✓ 3.) *Financial Ability
✓ 4.) Feasibility of Project
✓ a. Plans, drawings
✓ b. Economic analysis
exempt. ✓ 5.) *Compliance w/FERC
*only for projects of more than 25 cfs or more than 500 horsepower.

$$e = \frac{P(11.8)}{QH} = \frac{1332(11.8)}{300 \times 92} = \frac{15717.6}{27600} = .569$$ ✓

Based on the above calculations the proposed project must have an 57 % efficiency.

****

OVERLAP REVIEW per terminal 6-11-84

(P/D sec) 37-2779 AS AR
37-2783 AS AR
37-2774 AS AR DS DR
37-2773 AS AR DS DR

(P/U sec) none

BYPASSED AREA

MICROFILMED

Form No. 202a
3/79

State of Idaho

Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: _____ APPLICATION NUMBER: _____

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.

Field check by: _____
Date: _____
Comments: _____

☐ 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.

*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. _____ _____
- ☐ U.S. Forest Service. _____ _____
- ☐ Other

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: _____
☐ Yes ☐ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

☑ Affidavit of publication received. Date: _____
☐ 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? 37N
2-10-1981 Date of priority recommended.
Special conditions of approval or cover letter. _____

minimum stream flow app. on Little Wood River #37-7739.

Note: This proposed diversion for power is upstream from the minimum flow reach and will not affect it. DRT 6/14/84

★ Use of water under this permit shall be nonconsumptive.

By: _____ Date: _____

STATE OFFICE REVIEW:

L09, L19, L17a ★ condition above 25 (37N, Upper Little Wood Riv. 08A ✓ 36a 17C ✓ 01F [redacted] 18B 04 09E ✓ 17F ✓ [redacted] 25

☐ See attached sheet for more information.
By: KW Date: 6-11-84

[redacted]

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
____	__	___	___	__	_	___.__

IDAHO STREAM CODE INDEX

___.___.___.___.___.___.___.___.___.___.___

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
____	__	___	___	__	_	___.__

IDAHO STREAM CODE INDEX

___.___.___.___.___.___.___.___.___.___.___

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
____	__	___	___	__	_	___.__

IDAHO STREAM CODE INDEX

___.___.___.___.___.___.___.___.___.___.___

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
____	__	___	___	__	_	___.__

IDAHO STREAM CODE INDEX

___.___.___.___.___.___.___.___.___.___.___

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
____	__	___	___	__	_	___.__

IDAHO STREAM CODE INDEX

___.___.___.___.___.___.___.___.___.___.___

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

RECEIVED
JUN 6 1984
Department of Water Resources

June 1, 1984

Mr. Charles Howard
Edwards, Howard & Martens
Engineering Inc.
1139 Falls Ave E.
Twin Falls, ID 83301

RE: Application for Permit No. 37-7880, Little Wood River Irrigation District & Little Wood River Canal Company Hydroelectric Project

Dear Mr. Howard:

In the course of our standard followup procedure, we find that we have not received from your office any information regarding the FERC exemption request for the hydroelectric project described in the above-referenced application for permit. During our telephone conversation on December 2, 1983, it was my understanding that you would send to this office a copy of the exemption request, and that you anticipated approval of the request within 90 to 120 days.

Please advise this office no later than June 15, 1984, regarding the current status of the FERC exemption request.

Sincerely,

David R. Tuthill Jr.

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

DRT:ns

MICROFILMED

DRT

DEAR MR. TUTHILL:

ENCLOSED IS THE APPROVED EXEMPTION APPLICATION FOR FERC PROJECT No: 7427-001. I AM REQUESTING FINAL APPROVAL OF PERMIT #37-7880

Richard D. Howard

Little Wood River Irrigation District) Project No. 7427-001

ORDER GRANTING EXEMPTION FROM LICENSING OF A SMALL HYDROELECTRIC PROJECT OF 5 MW OR LESS

(Issued April 13, 1984)

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act (Act) pursuant to 18 C.F.R. Part 4 Subpart K (1980) implementing in part Section 408 of the Energy Security Act (ESA) of 1980 for a project as described in the attached public notice. 2/ 3/

Notice of the application was published in accordance with Section 408 of the ESA and the Commission's regulations 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.

1/ Little Wood Irrigation District, Project No. 7427, filed on September 22, 1983.

2/ Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. S§2705 and 2708).

3/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1983). This order may be appealed to the Commission by any party within 30 days of its issuance 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.

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.

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) Little Wood Reservoir Project No. 7427-001 as described and designated in Little Wood River Irrigation District's application filed on September 22, 1983, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in §4.106 of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106, 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Articles:

Article 6. Any exempted small hydroelectric power project that utilizes a dam which is more than 33 feet in height above streambed, as defined in 18 CFR 12.31(c) of this chapter, impounds more than 2,000 acre-feet of water, or has a significant or high hazard potential, as defined in 33 CFR Part 222, is subject to the following provisions of 18 CFR Part 12:

(i) Section 12.4(b)(1)(i) and (ii),(2)(i), (iii)(A) and (B), (iv), and (v);

(ii) Section 12.4(c);

(iii) Section 12.5;

(iv) Subpart C; and

(v) Subpart D.

For the purposes of applying these provisions of 18 CFR Part 12, the exempted project is deemed to be a licensed project development and the owner of the exempted project is deemed to be a licensee.

...ROFILMED

P-7427-001

UNITED STATES OF AMERICA

FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission

(January 3, 1984)

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

a. Type of Application: Exemption from licensing (5MW or less)

b. Project No: 7427-001

c. Date filed: September 22, 1983

d. Applicant: Little Wood River Irrigation District

e. Name of Project: Little Wood Reservoir

f. Location: At the Little Wood River Dam and Reservoir, near Carley, in Blaine County, Idaho.

g. Filed Pursuant to: Section 408 of the Energy Security Act of 1980, 16 U.S.C. §§ 2705 and 2708 as amended

h. Contact Person: Mr. Alton Patterson, President, Little Wood River Irrigation District, Carley, Idaho 83320

i. Comment Date: FEB 13 1984

j. Description of Project: The proposed project would utilize irrigation releases from the Applicant's existing Little Wood River Dam and Reservoir and would consist of: (1) a concrete intake structure and a fish screen at the existing outlet; (2) a 370-foot-long, 28-inch to 56-inch diameter penstock; (3) a powerhouse containing two generating units having a total installed capacity of 1925 kW; (3) a tailrace; and (4) a 6-mile-long, 34.5-kV transmission line connecting to an existing Idaho Power Company transmission line. The Applicant estimates the average annual energy production at 4.56 million kWh.

An exemption, if issued, gives an exemptee priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license applicants that would seek to take or develop the project.

k. Purpose of Project: Project power would be sold to Idaho Power Company.

l. This notice also consists of the following standard paragraphs: A1, A9, B, C, D2a

DC-A-12

Article 7. 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.

Robert E. Cackowski
Deputy Director, Office of
Electric Power Regulation

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

June 1, 1984

Mr. Charles Howard
Edwards, Howard & Martens
Engineering Inc.
1139 Falls Ave E.
Twin Falls, ID 83301

RE: Application for Permit No. 37-7880, Little Wood River Irrigation District & Little Wood River Canal Company Hydroelectric Project

Dear Mr. Howard:

In the course of our standard followup procedure, we find that we have not received from your office any information regarding the FERC exemption request for the hydroelectric project described in the above-referenced application for permit. During our telephone conversation on December 2, 1983, it was my understanding that you would send to this office a copy of the exemption request, and that you anticipated approval of the request within 90 to 120 days.

Please advise this office no later than June 15, 1984, regarding the current status of the FERC exemption request.

Sincerely,

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

DRT:ns

MICROFILMED

CONVERSATION MEMORANDUM

DATE Dec. 2, 1983

FILE 37-7880

NAME OF PARTY Charles Howard, Edwards, Howard & Markens Engineers Inc. 1139 Falls Ave E. Twin Falls 734-4888 4303

EMPLOYEE Dave Tuthill DRT

RE: Follow-up on letter dated Nov. 4, 1983

Charles Howard said that he would send in a copy of the FERC exemption request, which he expected to be "noticed up" within 2 weeks. He indicated that the normal approval delay for an exemption is 90 to 120 days. Call up for further action on June 1, 1984.

DRT

November 4, 1983

Little Wood River Irrigation District
Box 7
Carey, ID 83320

RE: Application No. 37-7880

Gentlemen:

In a letter dated June 17, 1983, I indicated that we would delay further action on the above referenced application for permit until November, 1983. At this time we need to document the file regarding your continued prusuit of a preliminary permit from the Federal Energy Regulatory Commission.

Please provide to this office information regarding the current status of your attempt to obtain FERC approval. The information must be provided no later than December 1, 1983, to maintain your permit in a valid status.

Sincerely,

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

DRT:ns

June 17, 1983

Little Wood River Irrigation Dist.
Box 7
Carey, ID 83320

Gentlemen:

We are in receipt of your letter dated May 31, 1983, in which you provided information that indicates to this office that you are diligently pursuing approval of a preliminary permit from the Federal Energy Regulatory Commission (FERC).

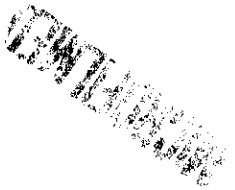
Based on the information in your letter, we will delay further action on this file until November, 1983. By that time, this office will need further information evidencing your continued attempts to obtain a preliminary permit from FERC.

Please advise this office of additional developments related to your FERC approval.

Sincerely,

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

DRT:sc



Little Wood River Irrigation District

BOX 7
CAREY, IDAHO

RECEIVED
JUN 1 1983
Department of Water Resources

May 31, 1983

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

Attention: Mr. David R. Tutthill Jr., P.E.
Supervisor, Water Allocation
Section

RE: Application for
Permit # 37-7880

Dear Mr. Tutthill:

This letter is in response to your letter dated May 17, 1983.

The Little Wood River Irrigation District and the Little Wood River Canal Company request that application for permit # 37-7880 be extended for the following reasons:

1. The District has diligently pursued obtaining a FERC permit.

2. FERC awarded a preliminary permit to Continental Hydro in October 1981. This prevented the District from obtaining final approval on State permit # 37-7880.

3. In November of 1982, Continental Hydro elected to terminate their preliminary permit.

The time allowed for gaining final approval on permit # 37-7880 should begin November 1982, the date the District could reapply for a FERC exemption permit.

I will keep you updated on the District's efforts to obtain a FERC exemption. Please call me, Charles D. Howard, at 734-4888 if I can be of further assistance.

Respectfully yours,

Alton D. Patterson

President
Little Wood River Irrigation District

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18 FERC ¶61,158

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: C. M. Butler III, Chairman;
Georgiana Sheldon and J. David Hughes.

Little Wood River Irrigation District	)	Project No. 4223
	)	

ORDER DENYING APPEAL

(Issued February 23, 1982)

The Little Wood River Irrigation District ("District") has filed an appeal of the September 30, 1981 rejection by the Deputy Director, Office of Electric Power Regulation ("Director"), of its competing application for preliminary permit as being untimely filed.

On February 18, 1981, the District filed a permit application for the proposed Little Wood River Project in Blaine County, Idaho. On May 14, 1981, the Director sent the District a deficiency letter stating that its application competed with earlier permit applications for the same site, and that therefore the District was required to submit within 30 days a statement of how its plans are at least as well adapted as the other applicants' plans. 1/ 18 C.F.R. §4.33(d)(2). The Director's letter stated that copies of the earlier applications were enclosed.

Upon receipt of the letter, the District discovered that the competing applications were not attached to the Director's letter. After telephone conversations on June 9, 1981 between the District and the staff, it was agreed that the District would be granted an extension of time of fifteen days from first deadline (June 14, 1981) in which to reply to the letter dated May 14, 1981. The next day, on June 10, staff mailed to the District copies of the competing applications. The District mailed the requested information on June 25 by certified mail, with a return receipt requested to Enagenics. However, the Commission did not receive the District's submittal until July 1 one day late. By letter dated September 30, 1981, the Director informed the District that its application was rejected because of its untimely filing.

1/ In fact, section 4.33(d) of the Commission's regulations only requires a competing applicant to compare its proposal with the initial application. The Director also noted that the District must include proof of service of a copy of its competing application on the initial applicant. 18 C.F.R. 4.33(d)(3).

On October 29, 1981, the District filed an appeal of the Director's action, asserting that it should be allowed a period of thirty days from the date of mailing to the District of the copies of the competing applications (i.e., until July 9), rather than the date established by staff (June 30).

The District has made no showing that the two-week extension granted by the staff was an insufficient period of time in which to file the requested information. The District was aware on June 9, when it agreed to the two-week extension, that staff would mail the competing applications, as Staff did the very next day. Since the District has failed to show good cause for its late filing, its appeal of staff's action is denied.

The Commission orders:

The appeal filed on October 29, 1981 by Little Wood River Irrigation District in Project No. 4223 is denied.

By the Commission.

(S E A L)

Kenneth F. Plumb

Kenneth F. Plumb,
Secretary.

RECEIVED

File
Ore
Littlewood Irr. Dist.
FERC Application

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



Charles D. Howard P-4181-000
Edwards, Howard & Martens
1139 Falls Avenue East
Twin Falls, Idaho 83301

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 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 TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

(Name of Sender)

(Street or P.O. Box)

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- [X] Show to whom and date delivered..... ¢
- [ ] Show to whom, date and address of delivery... ¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- [ ] RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Little Wood River Irrigation District & Little Wood River Canal Co. Carey, ID 83320

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	33000	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE [ ] Addressee [X] Authorized agent

X Vera Hagstrom

4. DATE OF DELIVERY 5-14-83

POSTMARK CAREY IDAHO MAY 19 1983

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

37-7880

☆GPO : 1979-288-848

May 17, 1983

CERTIFIED NO. 33000

RE: Application for Permit No. 37-7880

Little Wood River Irrigation District &
Little Wood River Canal Co.
Carey, ID 83320

Dear Permit Holder:

Enclosed is an Order to Show Cause why Application for Permit No. 37-7880 in your name, should not be voided.

Note that any information in response to this Order must be submitted by June 20, 1983. Please contact this office if you have any questions.

Sincerely,

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

DRT:sc
Enclosure

February 24, 1983

Larson, McIntyre & Coleman
156 Second Ave. W.
Box 525
Twin Falls, ID 83301

Re: Application for Permit No. 37-7880 (Little Wood River Irrigation District and Little Wood River Canal Co.)

Dear Mr. Coleman:

I note from the file that in 1981 your office was conducting the correspondence with the Federal Energy Regulatory Commission (FERC).regarding the above-referenced water right application.

On June 16, 1982, this office wrote to the applicant and requested an update of the status of the FERC filing on the project contemplated by the application for permit. We have not received a response from the applicant to date, so we are writing directly to you to request information regarding the status of the application with respect to FERC. If we hear no reply to this request, we must begin to take steps to void the application.

Please advise this office no later than March 16, 1983, if there is additional information in this regard. Please feel free to call me at 334-4104 if you have questions about this matter.

Sincerely,

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

DRT:sc

cc: Little Wood River Irrigation District
Little Wood River Canal Co.

June 16, 1982

RE: Application for Permit No. 37-7880

Little Wood River Irrigation District
& Little Wood River Canal Company
Carey, ID 83320

Gentlemen:

On February 10, 1981 you submitted the above referenced application to appropriate the public waters of the State of Idaho for power generation purposes.

In our correspondence dated May 12, 1981 we advised that the continued validity of the application is contingent on your proceeding with due diligence in obtaining necessary approvals including authorizations which may be required from the Federal Energy Regulatory Commission (FERC) and/or the Idaho Public Utilities Commission (PUC).

Since our letter we have not received correspondence from you in this regard. Please advise this office of progress in this matter on or before July 16, 1982 in order to keep this application in good standing. ✓

If you have any questions, please contact this office.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:kw

Copy

ate 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

37-7880

July 24, 1981

RE: Application for Permit No.

Dear Applicant:

The 1981 Idaho Legislature made a change in Section 42-205, Idaho Code, that may affect the above referenced application. The change requires that if a proposed hydropower project will use existing irrigation facilities, the approval of the owner of the facilities must be obtained before an application for permit to develop a water right can be approved.

Please find enclosed an affidavit which we must receive before we can complete the review of your application. Please complete the affidavit, sign it before a notary, and return it to this office at your earliest convenience, no later than August 15, 1981.

Sincerely,

David R. Tuthill Jr.

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

DRT:jg

Enclosure

MICROFILMED

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

May 12, 1981

Little Wood River Irrigation Dist.
Little Wood River Canal Co.
Carey, Idaho 83320

Dear Sirs,

RE: Permit No. 37-7880

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

At this time we see no reason that the application will not be approved with certain conditions of approval. However, for power projects that are under the jurisdiction of the Federal Energy Regulatory Commission (FERC), we withhold final action on the application pending (1) approval of a preliminary permit by FERC, or (2) FERC granting an exemption. If you have not yet contacted FERC, the address below is a good starting point:

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

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

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

Form No. 202a
3/79

37-

State of Idaho

Department of Water Resources

134-4888

APPLICATION FOR PERMIT ANALYSIS SHEET

LITTLE WOOD RIVER IRRIG. DIST.
LITTLE WOO D RIVER CANAL CO.

INITIAL REVIEW BY: MD

APPLICATION NUMBER: 37-7880

CHECK:

- [x] Source.
- [x] Point of diversion.
- [x] County.
- [x] Quantity of water and period of use.
- [x] Description of diverting works.
- [x] Time required for beneficial use of water.
- [x] Place of use or acres irrigated.
- [x] Map. will send.
- [x] Signature.
- [x] Fee.

Field check by: _____
Date: _____
Comments: _____

- [x] Yes [ ] No Field check required.
- [x] Yes [ ] No Critical groundwater area.
- [x] Yes [ ] No Request dam safety information. Sent by: _____ Date: _____
- [x] Yes [ ] No* In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT:

MAP, CONSTRUCTION COST, CONSTRUCTION PLAN, FINANCIAL STATEMENT.

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.
- [ ] U.S. Forest Service.
- [ ] Other _____

PROCESSING:

- [ ] Yes [ ] No Platted by: _____ Map No. 4-26
- [ ] Yes [ ] No Other rights on same place of use. _____
- [x] Yes [ ] No* In form for advertising. Final date for protests: 3/30/81 ✓
- [ ] Yes [x] No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- [x] Affidavit of publication received. Date: 3/24/81 ✓
- [x] Application published correctly. If not, record action taken: _____
- [x] Fee amount, receipt date & number, recorded on application.
- [x] Publication dates and paper, recorded on application.
- [x] Protests, dates, withdrawal, etc., recorded on application.
- [x] Recommendation & initial, recorded on application.
- [x] Yes [ ] No Measuring device required.
- [ ] Yes [x] No Access port required.
- [x] Yes [ ] No Will water be delivered by watermaster? If yes, what district? 37-N
- [x] 2-10-81 Date of priority recommended.
- [x] Special conditions of approval or cover letter. 01E, 05, 08A

FERC License Required

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

By: Loren O'Hackman Date: 4/6/81

STATE OFFICE REVIEW:

SW/LOZ 01, 04, 05 (37-N Upper Little Wood R.) 08A, 17 & special cond

- [ ] See attached sheet for more information.

By: _____ Date: 4/21/81

Recommend not to approve w/o FERC waiver
send FERC letter Jeni

MICROFILMED

Power Calculations for 37-7880

	proposed
P = Kws (hp x .74)	1332 Kw
Q = cfs	300.0 cfs
H = ft	92.0 ft
e = efficiency	50% & 70%

Based on 50%

$$P = \frac{QHe}{11.8} = \frac{300 \times 92 \times .5}{11.8} = \frac{13800}{11.8} = [redacted] 1169.5 \text{ Kw}$$

$$Q = \frac{P(11.8)}{He} = \frac{1332(11.8)}{92 \times .5} = \frac{15717.6}{46} = 341.69 \text{ cfs}$$

Based on 70%

$$P = \frac{QHe}{11.8} = \frac{300 \times 92 \times .7}{11.8} = \frac{19320}{11.8} = 1637.3 \text{ Kw}$$

$$Q = \frac{P(11.8)}{He} = \frac{1332(11.8)}{92 \times .7} = \frac{15717.6}{64.4} = 244.0 \text{ cfs}$$

Conclusion - based on the above calculations the project must have 70%+(plus) efficiency to produce the proposed Kw.

RH 4/21/81

No. Homes that can be supplied w/power = 1332/30 = 44 homes

3/79

IDENT. NO. 37-7880

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT DATA ENTRY LOG

Initials	Date	Item
ADM	2-24-81	Original form entered
p	2-25-81	Edit Report Correct
		Date Protested
		Date of Hearing
SC	9/28/84	Date Approved/Denied (Proof due date, stage and/or status, conditions of approval, water district)
		Record Verified
		Amendment Approved
		Extension Approved
		Partial Proof
		Proof Complete
		Field Exam Received
		Field Exam Accepted and changes entered
		License Signed
		Transfer Approved
		Keypunched by State Office

NOTICE OF APPLICATION FOR WATER RIGHT

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

37-2880_

LITTLE WOOD RIVER IRRIGATION DISTRICT
LITTLE WOOD RIVER CANAL COMPANY

CAREY, ID 83320

Source: LITTLE WOOD RIVER tributary to MALAD RIVER

Date Filed: 02/10/1981

Amount: 300.00 CFS

Diversion Point: NENW NWNW Sec 13 T 01N R 20E, BLAINE Co.

Use: POWER (300.00 CFS) from 01/01 to 12/31

Place of Use: NENW Sec 13 T 01N R 20E

Diversion Means: EXISTING LITTLE WOOD RES. & DAM TO PENSTOCK & GENERATOR.

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received on or before MARCH 30, 1981.

C. STEPHEN ALLRED

Director

Published 3/12 & 3/19/81.

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Southern Region

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

FEBRUARY 25, 1981

Wood River Journal
P.O.Box 988
Hailey ID 83333

Gentlemen:

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

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

Please send the affidavit of publication and publication billing to this office before MARCH 30, 1981.

Yours truly,

Mary A. Hill
Secretary

Encl.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

February 24- 1981

Edwards Howard & Martens Engineers Inc.
1139 Falls Ave. East
Twin Falls, Idaho 83301

Re: Application for Permit No. 37-7880

Gentlemen:

Enclosed is your receipt No. 16832 for check No. 92-177 (7998) in the amount of $2,225.00 for the above referenced application for permit filed by you in behalf of Little Wood River Irrigation Dist and Little Wood River Canal Company and received in this office February 18, 1981.

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

Sincerely,

Mary A. Hill
Sr. Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

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