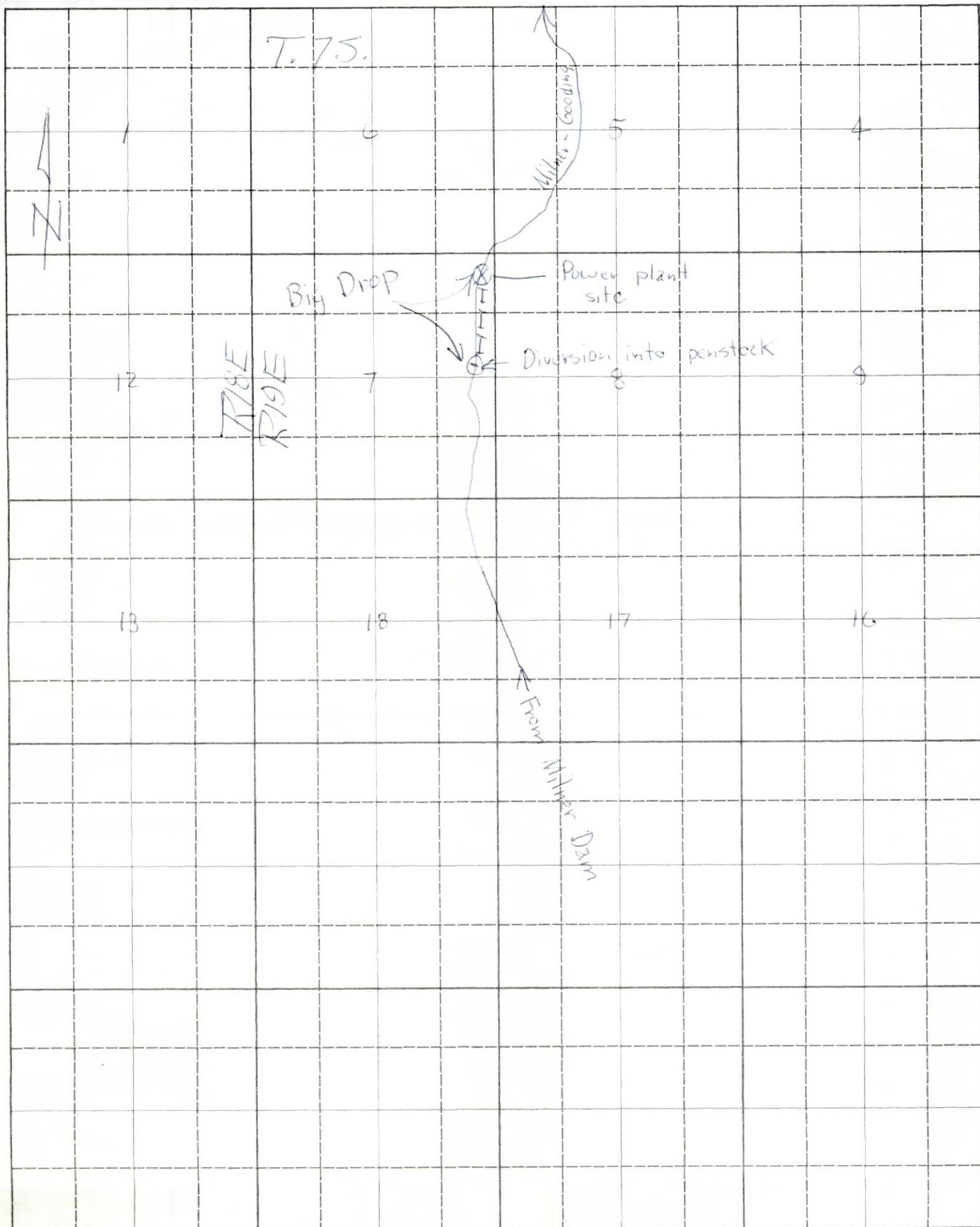


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



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.

American Falls Res. Dist #2
(Applicant)

J. L. L. L.
Manager J.S.

RECEIVED
JUL 10 1960
M.F.D.

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Jerome } SS.

L. L. LANGDON
ASST. PUBLISHER

being first duly sworn,
deposes and says that he is the printer (publisher) of the Jerome
North Side News, a newspaper published every week in Jerome, County
of Jerome, State of Idaho; that said newspaper has been continuous-
ly and uninterruptedly published for a period of seventy-eight consecu-
tive 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 two consecutive issues in said newspaper
proper and not in a supplement; that the date of the first publication
of said advertisement was on the 31st day of August,
19 78, and the date of the last publication was on the 7th
day of September, 19 78.

Subscribed and sworn to before me this 19th
day of September, 19 78.
(SEAL)

Darla Bratt
NOTARY PUBLIC

NORTH SIDE NEWS

Jerome, Idaho

COST OF PUBLICATION

Number of Lines in Notice	<u>32</u>
Number of Insertions	<u>2</u>
Lines tabular at	39c
<u>32</u> Lines straight at	26c <u>8.32</u>
<u>32</u> Subsequent lines at	15c <u>4.80</u>
TOTAL COST	<u>13.12</u>

COPY OF NOTICE

(Paste Here)

Water Permit #36-7815
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept of Water
BILL TO

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that American Falls Reservoir District No. 2, Shoshone, Idaho, has on 8-16-78 submitted Application No. 36-7815 for a permit to appropriate 20.0 cubic feet per second of water from Snake River via Milner Gooding Canal present diverting works at Milner Dam deliver water to Milner-Gooding Canal by means of proposed concrete check with diversion into penstock to turbine generator at "Big Drop" site within the Lot 4, Sec. 28, Twp 10S, Rge 21E B.M., Jerome County. Additional points of diversion: Re-diversion from Milner Gooding Canal in NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7 Twp. 7S, Rge. 19E., B.M. at generator site to be used from April 15 to Oct. 15 for power within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, Twp 7S, Rge. 19E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho 83301 on or before Sept. 18, 1978.

C. STEPHEN ALLRED
Director

8-31-2tc

RECEIVED

SEP 20 1978
Nº 0260

Department of Water Resources
Southern District Office

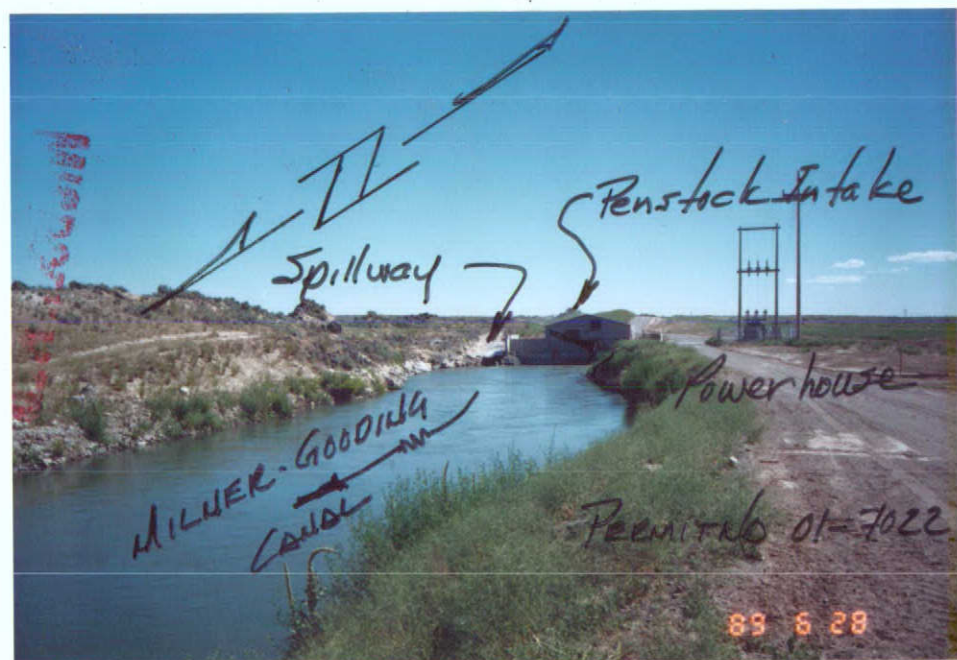
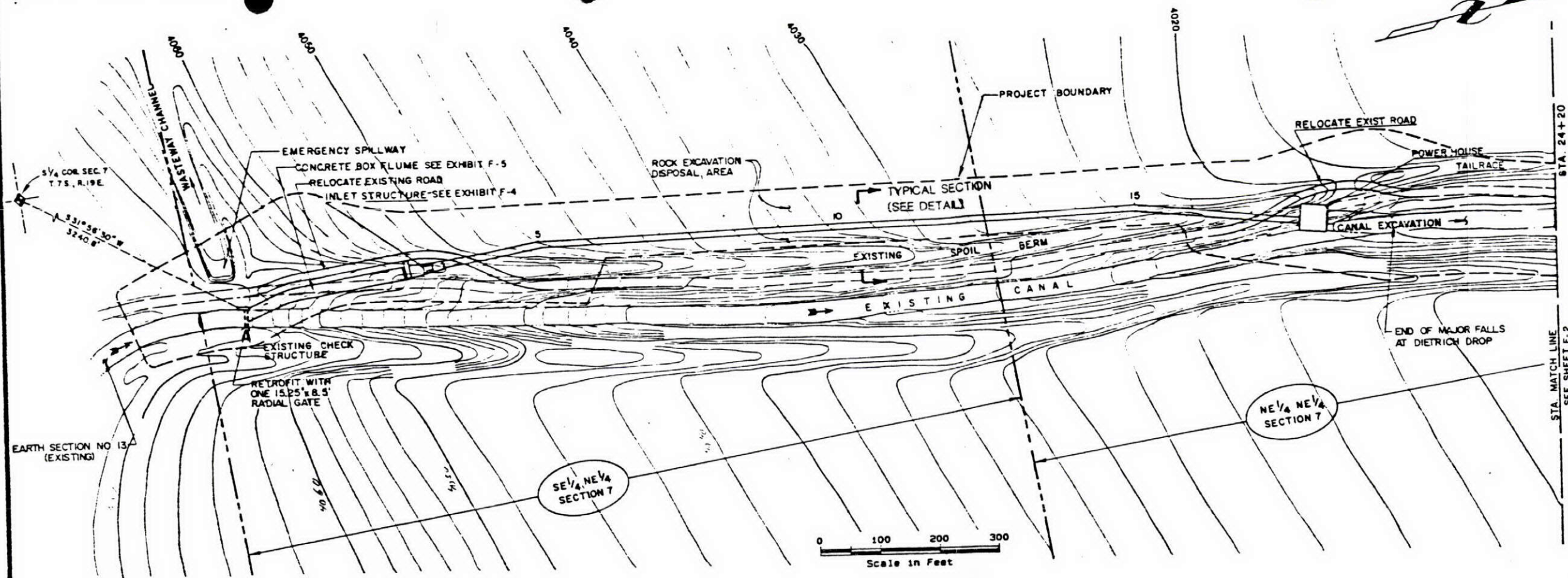
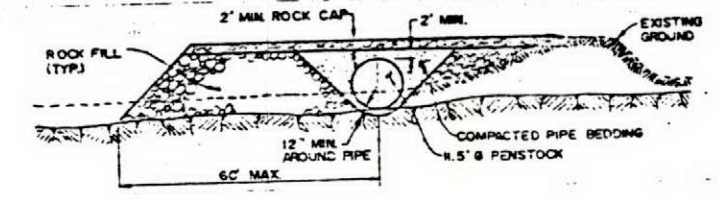
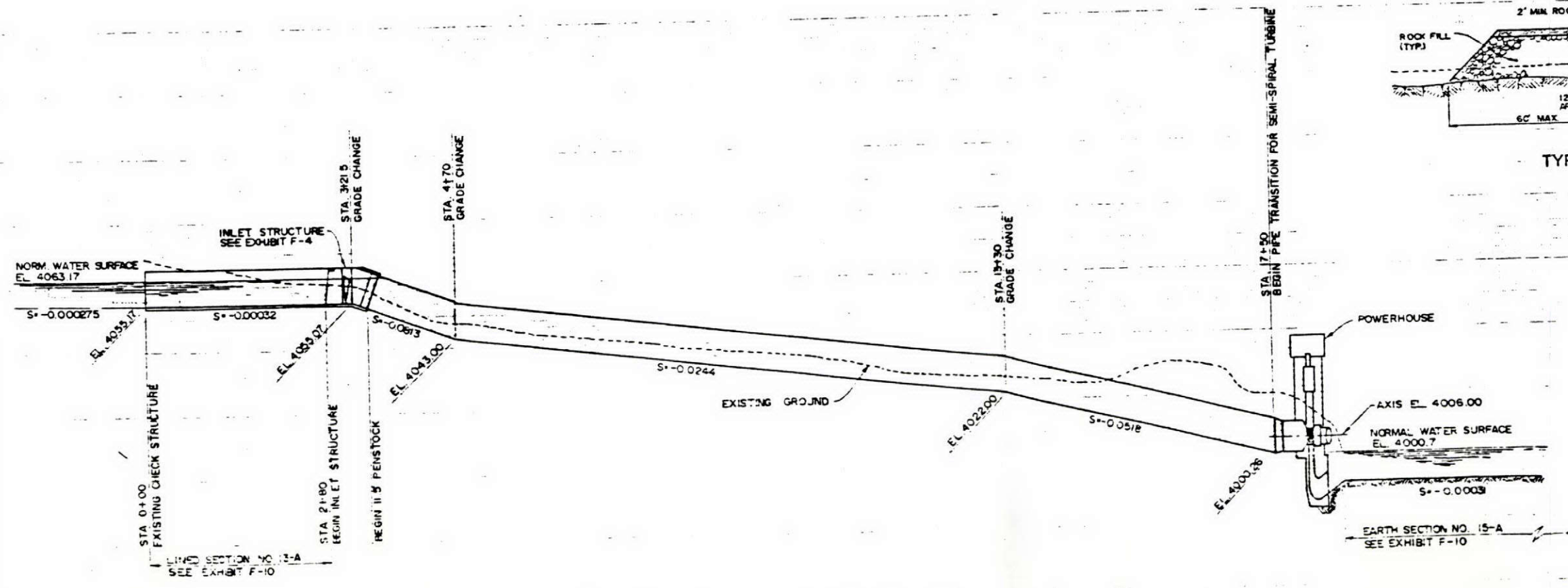
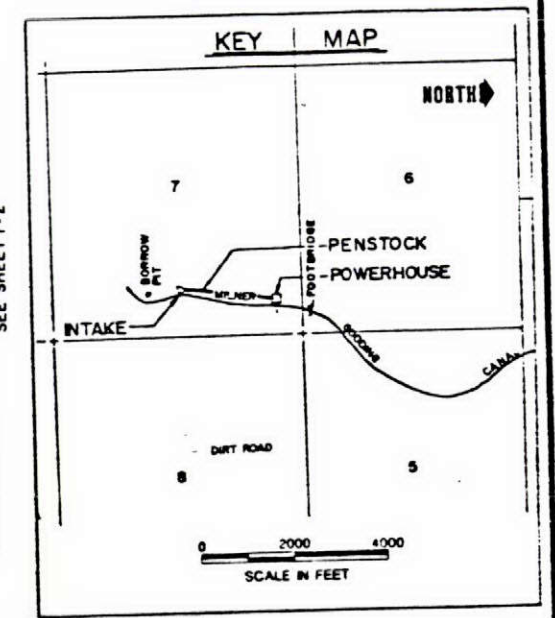


EXHIBIT A
DIETRICH DEEP HYDRO. PROJ.
FERC PROJ. 8909-000
PERMIT NO. ID-01-7022

JUL 19 1994



NOTE: SEE EXHIBIT F-9 FOR TRANSMISSION LINE ROUTE.



TYPICAL SECTION

EXHIBIT 'F'

IDAHO RENEWABLE RESOURCES,
BIG WOOD CANAL COMPANY,
AND BONNEVILLE PACIFIC CORPORATION

DIETRICH DROP

HYDROELECTRIC PROJECT

SITE PLAN & PROFILE

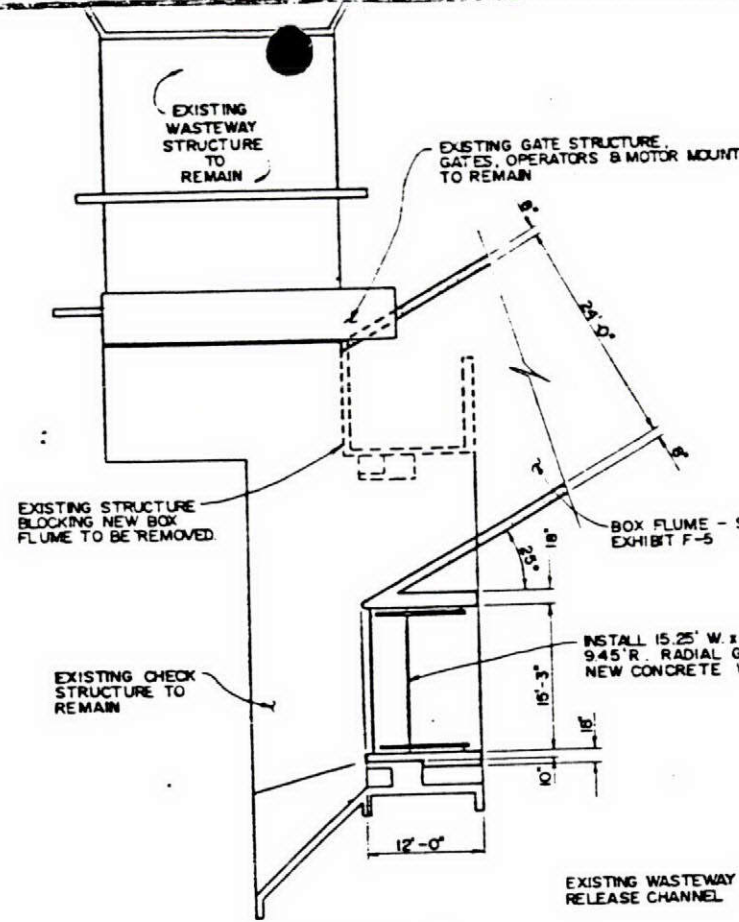
PROJECT JULY 1987 EXHIBIT F-1

EXHIBIT B-1

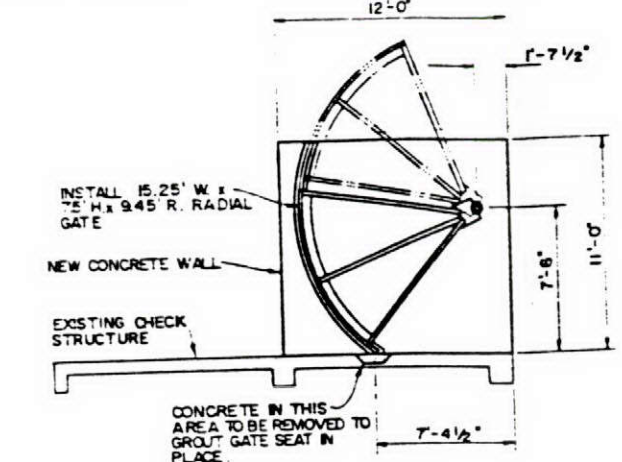
PERMIT NO. ID-01-7022

JUL 19 1994

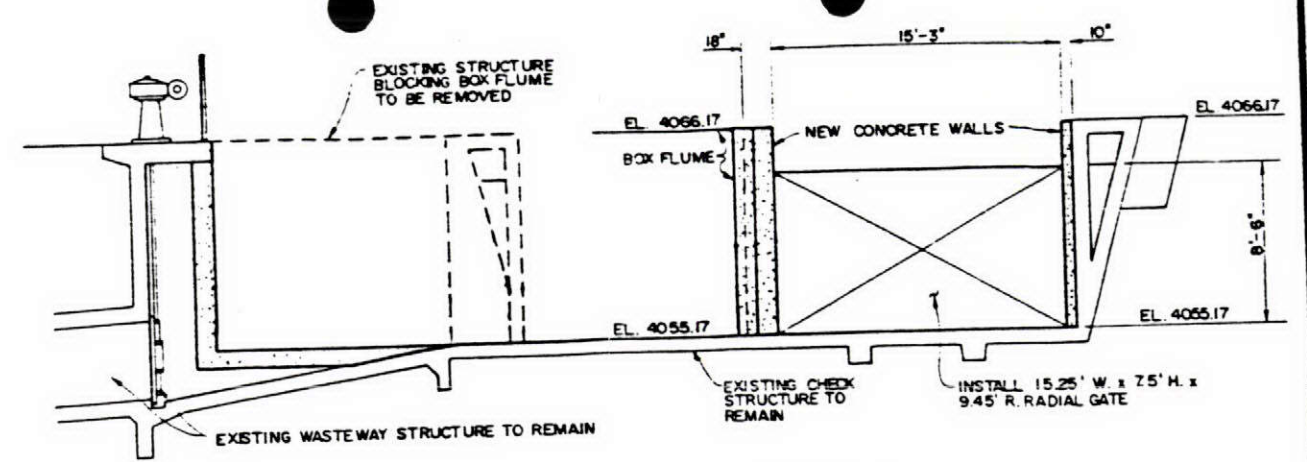
FERC NO. 8909-



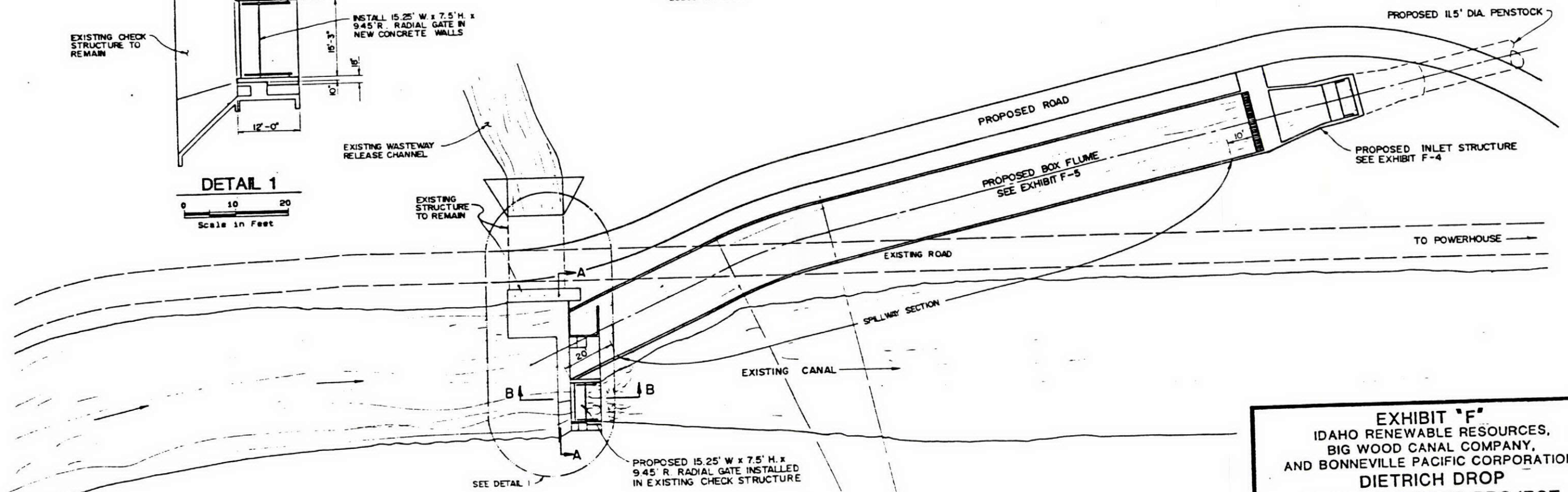
DETAIL 1
Scale in Feet
0 10 20



SECTION B-B
Scale in Feet
0 5 10



SECTION A-A
Scale in Feet
0 5 10



PLAN

Scale in Feet
0 20 40 60

EXHIBIT 'F'
IDAHO RENEWABLE RESOURCES,
BIG WOOD CANAL COMPANY,
AND BONNEVILLE PACIFIC CORPORATION.
DIETRICH DROP
HYDROELECTRIC PROJECT
DIVERSION AND CANAL STRUCTURE
PROJECT JANUARY 1985 EXHIBIT F-3

EXHIBIT B-2
PERMIT No. ID-01-7022
JUL 19 1994

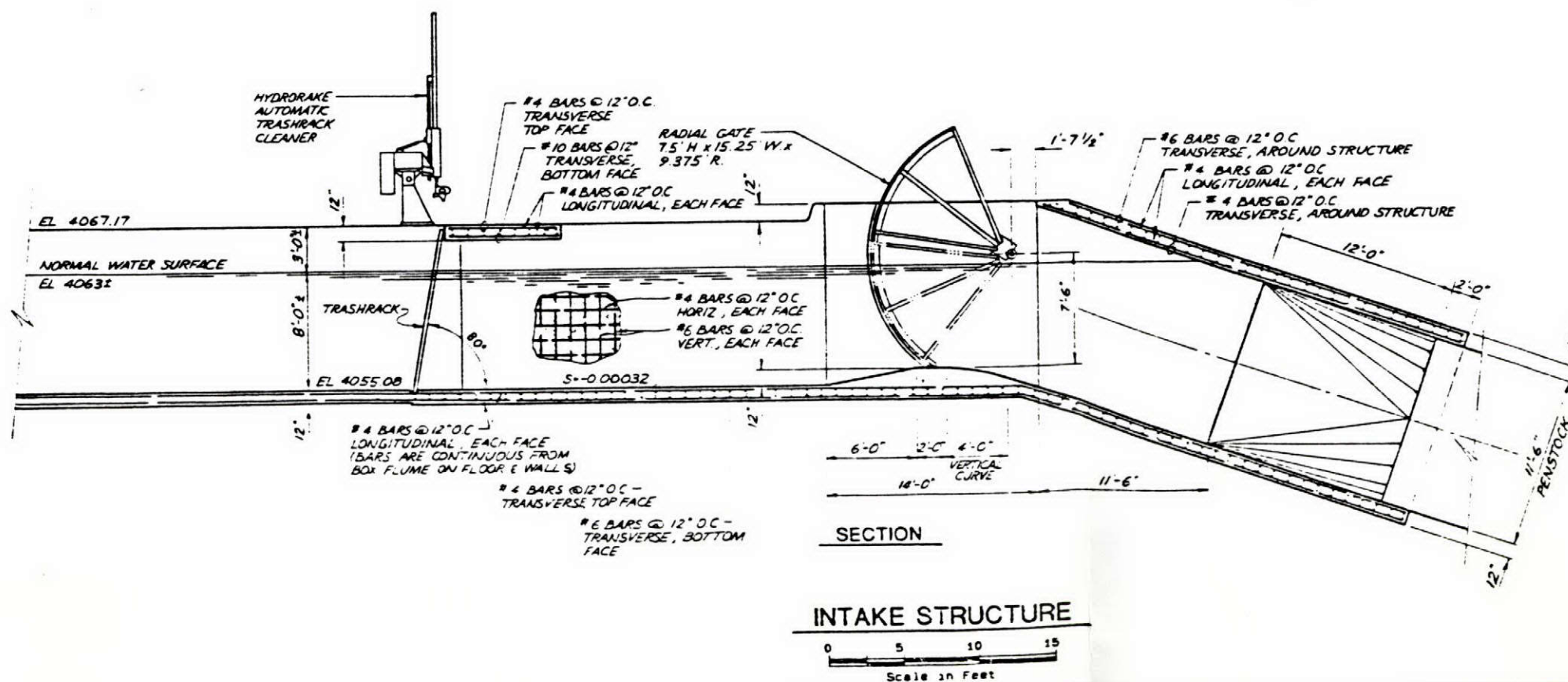
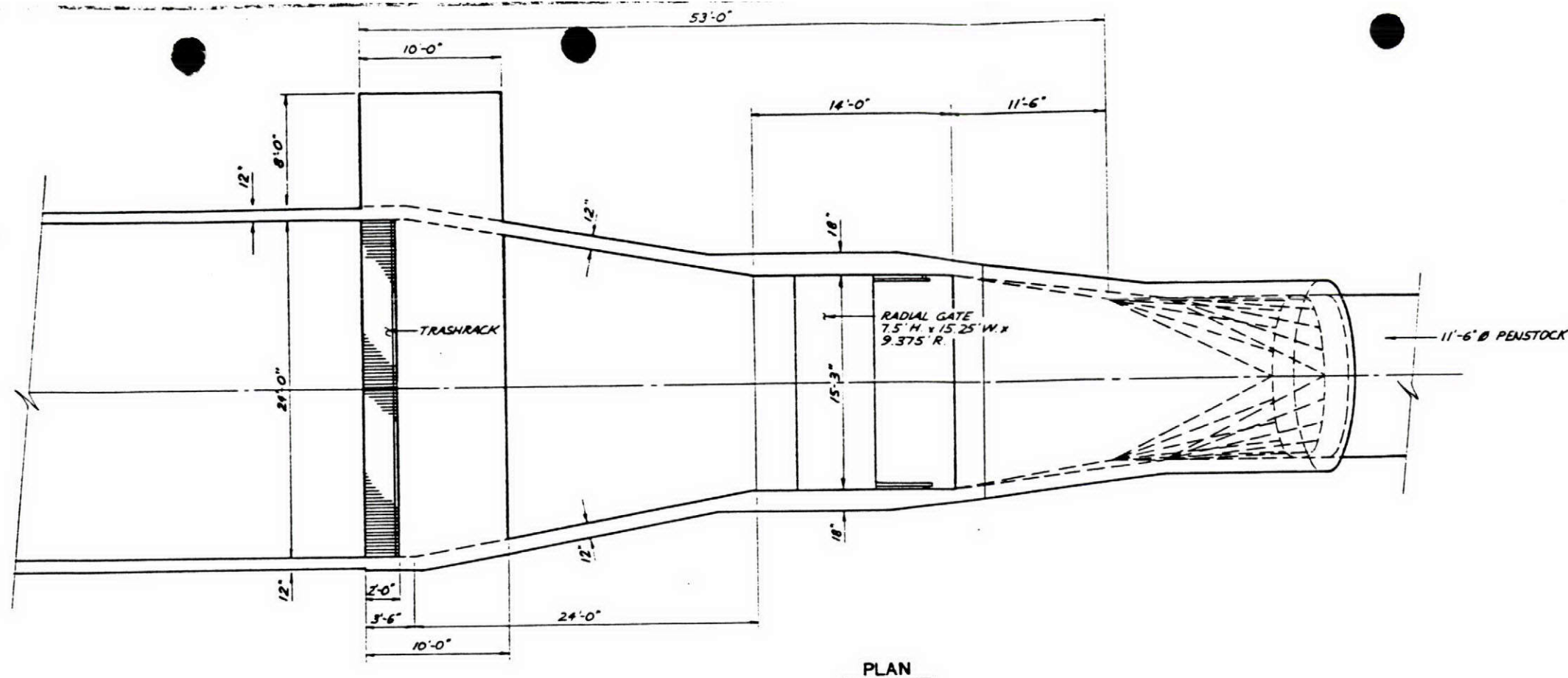


EXHIBIT 'F'
IDAHO RENEWABLE RESOURCES
BIG WOOD CANAL CO.
& BONNEVILLE PACIFIC CORPORATION
DIETRICH DROP
HYDROELECTRIC PROJECT
INLET DETAILS

PROJECT

AUGUST 1987

EXHIBIT F-4

ExHIBIT B-3
PERMIT NO. ID-01-7022

JUL 1 9 1994

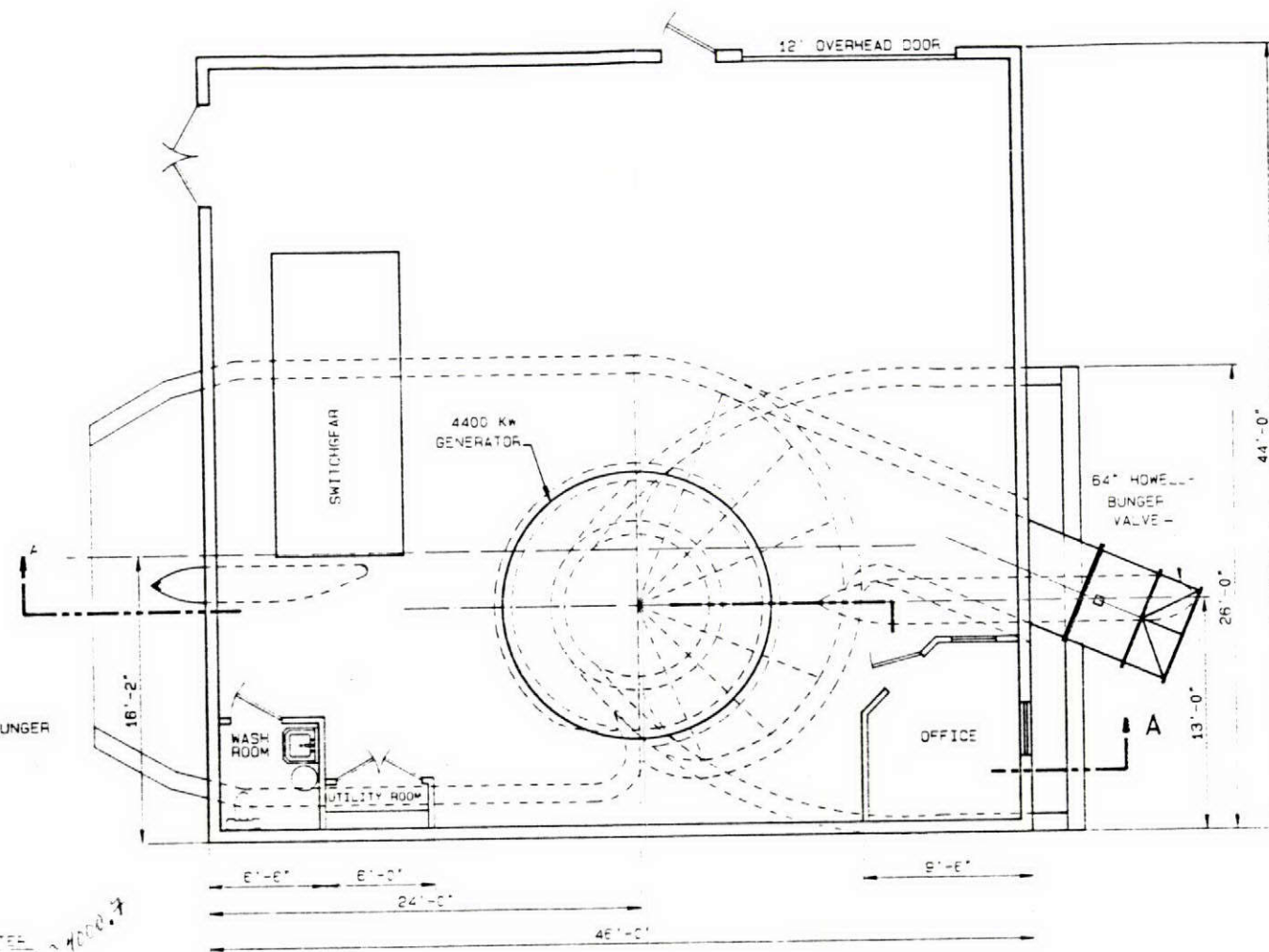
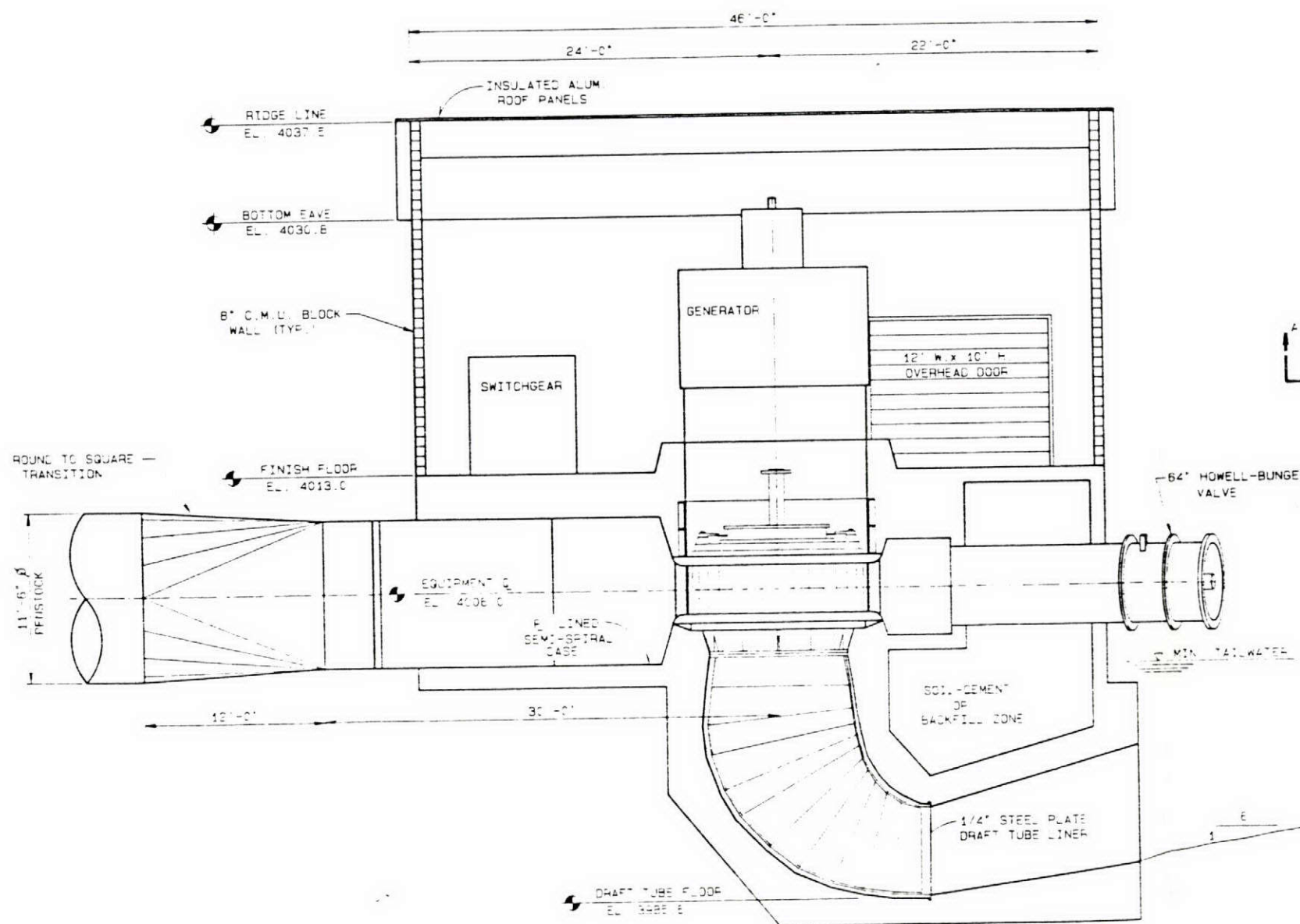


EXHIBIT "F"

IDAHO RENEWABLE RESOURCES
BIG WOOD CANAL COMPANY
AND BONNEVILLE PACIFIC CORPORATION

DIETRICH DROP
HYDROELECTRIC PROJECT
POWERHOUSE PLAN AND SECTION

PROJECT 8209-00 AUGUST 1987 EXHIBIT F-

EXHIBIT B-4

PERMIT NO. ID-01-7022

JUL 19 1994

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 01-07022

Priority: August 16, 1978

Maximum Diversion Rate: 20.00 CFS

Maximum Diversion Volume: 7299.0 AF

This is to certify, that BP HYDRO ASSOC
257 E 200 S
SUITE 800

SALT LAKE CITY UT 84111 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated August 16, 1978; and has submitted Proof of Beneficial Use on July 3, 1989. An examination indicates that the works have a diversion capacity of 1089.000 cfs of water from:

SNAKE RIVER tributary to COLUMBIA RIVER

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
POWER	04/15 to 10/15	20.00 CFS	7299.0 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 4 (SE NW), Sec. 28, Township 10S, Range 21E
JEROME County

PLACE OF USE: POWER

TWN RGE SEC

07S 19E 7 NENE

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Use of water under this water right will be regulated by the watermaster of State Water District No. 01.
6. The issuance of this right in no way grants any right-of-way or easement across the land of another.
7. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

[Handwritten signature]

JUL 19 1994

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

WATER RIGHT NO. 01-07022

CONDITIONS/REMARKS:

8. 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.
9. Use of water under this right shall be non-consumptive.
10. The diversion and use of water under this right is subject to review by the Director on May 22, 2037. 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 15TH
day of JUNE, 1994.

Acting for  R. Keith Higginson, Director

JUL 19 1994

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Permit	01-7022	American Falls Reservoir District No. 2	20.0
Full Assignment	01-7022	Big Wood Canal Co.	20.0
Full Assignment	01-7022	Bonneville Pacific Corp.	20.0
Full Assignment	01-7022	BP Hydro Assoc.	20.0

Stewart Title of Idaho - Trustee
Idaho Power Co. - lienholder
The Fuji Bank Ltd. - lienholder

RECEIVED

JUL 19 1994

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 01-7022)

IN THE NAME OF BONNEVILLE PACIFIC CORP.)

ORDER

WHEREAS, the department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use be submitted on or before April 1, 1984; and,

WHEREAS, the department approved a request for extension of time, extending the proof due date to April 1, 1989; and,

WHEREAS, notice was not given to the permit holder sixty days prior to the date that proof of beneficial use of water was due as required by Section 42-204, Idaho Code;

IT IS, THEREFORE, HEREBY ORDERED that the time within which to submit the proof of beneficial use of water under the above-captioned permit be extended to July 1, 1989.

Dated this 21st day of April, 1989.


L. GLEN SAXTON, Chief
Water Allocation Bureau

RECEIVED

JUL 19 1994

RECEIVED

APR 26 1988

State of Idaho

Department of Water Resources

Department of Water Resources

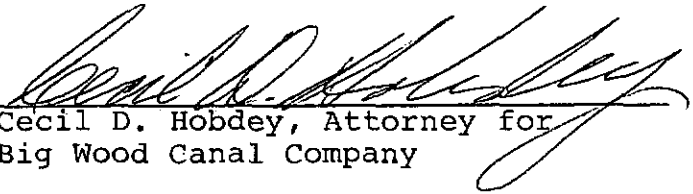
ASSIGNMENT OF PERMIT

BIG WOOD CANAL COMPANY hereby assigns to BONNEVILLE PACIFIC CORPORATION of 267 E. 200 S., Suite 800, Salt Lake City, Utah, 84111, all of its right, title and interest in and to Permit Nos. 01-7058 and 01-7022 to appropriate the public waters of the State of Idaho.

Made this 25th day of April, 1988.

BIG WOOD CANAL COMPANY
Permit Holder

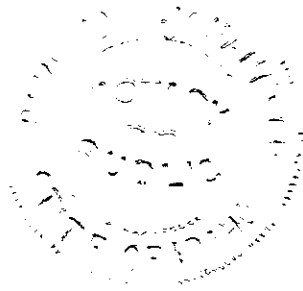
BY:


Cecil D. Hobdey, Attorney for
Big Wood Canal Company

STATE OF IDAHO)
) ss.
County of Gooding)

On this 25th day of April, 1988, personally appeared before me the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)




Beverly Johansen
Notary Public for the State of Idaho;
Residing at Gooding, Idaho.
My Commission Expires: May 27, 1992

RECEIVED

JUL 19 1994

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

RECEIVED
NOV 13 1986

American Falls Reservoir
I, District No. 2, hereby assign to Big Wood Canal Company
of P. O. Box C, Shoshone, Idaho 83352
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 01-7058 and 01-7022
to appropriate the public waters of the State of Idaho.

☐ The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 3rd day of November, 19 86.

Robert Johnson
Permit Holder

Calleen Bishop
~~Spouse of Permit Holder~~
Secretary

State of Idaho)
County of Lincoln) ss.

On this 3rd day of November, 19 86, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

My commission expires:

Life

Calleen Bishop
Notary Public residing at
Gooding, Idaho

MICROFILMED

JAN 28 1987

For Office Use Only
Fee Received <u>15⁰⁰</u>
Date <u>3-8-84</u>
Receipt # <u>33819</u>

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME
To provide additional time in which to submit
proof of beneficial use on a water right permit

RECEIVED
MAR 8 1984

Department of Water Resources

American Falls Res. Dist. #2 of Box C Shoshone, Idaho
(Name) (Address)

State of Idaho, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of the State of Idaho No. 01-7022

That under the terms and conditions of said permit, work thereunder was required to be completed on or before April 1, 19 84.

That he has heretofore performed the following work described under said permit: All engineering
(This must be filled out! If no work has been completed put none.)
work required for FERC exemption from licensing has been completed
and construction design, pland and specifications are now being
prepared. Expenditures have been made.

Costing \$ 60,000.00

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:
FERC has not yet granted an exemption for the sight. Construction
can't be started until the exemption is granted and no money can be
borrowed to pay for the construction until FERC process is completed.
Applicant holds another permit on this sight for a total of 1100 cfs,
the design flow for this project.

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to April 1, 19 89.
(1 yr. minimum, 5 yrs. maximum)

American Falls Reservoir District #2

NOTE
AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME.

Richard McQuinn
(Signature)*

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

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

THIS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit the statement of beneficial use is extended to April 1, 1989.

Signed this 15th day of March, 19 84.

J. Glen Saxton
Chief, Operations Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

01-7022
36-7815
Ident. No. 45-7355
RECORDED
APPROVED
DEPARTMENT OF WATER RESOURCES
SALT LAKE CITY, UTAH

To appropriate the public waters of the State of Idaho

1. Name of applicant American Falls Res. Dist. No. #2 Phone 208-886-2331

Post office address P.O. Box C, Shoshone, Ida. 83352

2. Source of water supply Snake River via Milner Gooding Canal which is a tributary of Columbia River

3. Location of point of diversion is SE (Lot 4) 1/4 of NW 1/4 of Section 28 Township 10S

Range 21E B.M. Jerome County County additional points of diversion if any: SE 1/4 NE 1/4

Re-Diversion from Milner Gooding Canal in NE 1/4 NE 1/4 of Sec 7, T.7S., R.19E, B.M.
at generator site.

4. Water will be used for the following purposes:

Amount 20.0 cfs for Power purposes from April 15 to Oct. 15 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated:

a. 20.0 cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Present diverting works at Milner Dam deliver water to Milner-Gooding Canal. Proposed concrete check with diversion into penstock to turbine generator at "Big Drop" site.

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

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

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

7. Time required for the completion of the works and application of the water to the proposed beneficial

use is 5 years (minimum 1 year - maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NE 1/4 of NE 1/4 of Section 7 Township 7S,
Range 19E B.M.

(2) Amount of power to be generated: 80 Kw horsepower under 57 feet of head.

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

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

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

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

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

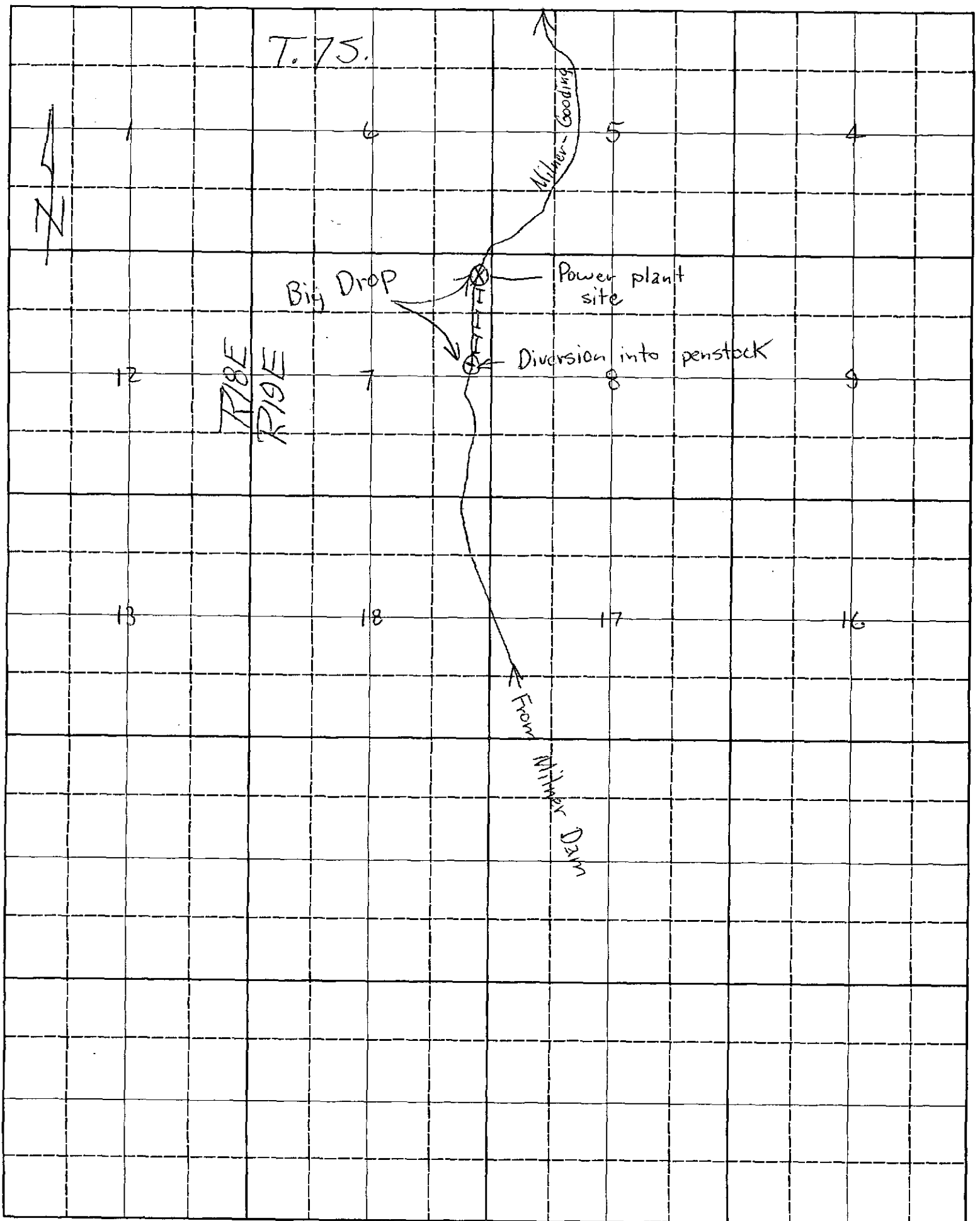
Total number of acres to be irrigated _____

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

9. a. Who owns the property at the point of diversion Applicant shares in ownership
b. Who owns the land to be irrigated or place of use Applicant has established R/W for canal.
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 This application is being filed as a preliminary step in the installation of a power plant on the Milner - Gooding Canal at the Big Drop Site near Dietrich. The water which will be used is that which is presently diverted from the Snake River at Milner Dam. No additional water will be developed or diverted at our diversion at Milner Dam; we propose to nonconsumptively use the existing water in the canal for which we have rights to for irrigation purposes.

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.

Amerson Falls Res. Dist #2
(Applicant)

J. L. L. Greene

Manager J.S.

Proposed Priority 8-16-78

Received by ADM Date 8-16-78 Time 3:00 pm.
Preliminary check by [signature] Fee \$ \$225⁰⁰
Receipted by marya Date 8/18/78 # 10534 - 92-92-10.00
Publication prepared by marya Date 8/21/78
Published in north side news
Publication dates 8/31/78 + 9/1/78
Publication approved marya Date 9/20/78
Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by LTA J.S.

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. 01-7022, 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 April 1, 19 84.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: (1) The issuance of this permit in no way grants any right-of-way or easement across the land of another. (2) Use of water under this permit is subject to control by the watermaster of State Water District No. 01, Upper Snake River. (3) 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. (4) A measuring device of a type approved by this Department shall be permanently installed and maintained at the diversion into the penstocks.

Witness my hand this 9th day of April, 1979.

[Signature]
Chief, Operations Bureau

After 5 days, return to
Big Wood Canal Company
American Falls Reservoir Dist. No. 2
P. O. Box C
Shoshone, Idaho 83352



MAILED 10 1984

State of Idaho
Department of Water Resources
Statehouse
Boise, Idaho 83720

RECEIVED

36-7815
45-7355

Individual Owner

AFFIDAVIT TO ESTABLISH RESIDENCE

Department of Water
Southern District

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

/s/ _____

Subscribed and sworn to before me this _____ day of _____, 19____

/s/ _____

Notary Public
Residence _____

My Commission Expires _____

Corporation or Association

AFFIDAVIT TO ESTABLISH RESIDENCE
OR QUALIFICATIONS TO DO BUSINESS UNDER THE LAWS OF
IDAHO...

I, J. Leon Grieve of Shoshone, County of Lincoln, State of Idaho, being first duly sworn, depose and say: That I am the designated statutory agent of the American Falls Reservoir Dist. No. 2 that as such I am in charge of the registered office of the said American Falls Reservoir Dist. No. 2, as provided by Section 30-143, Idaho Code, at Shoshone, Idaho, wherein are kept the records provided by Section 30-144, Idaho Code, and that American Falls Reservoir Dist. No. 2 is a legal irrigation district qualified to do business in the State of Idaho under the laws of the State of Idaho.

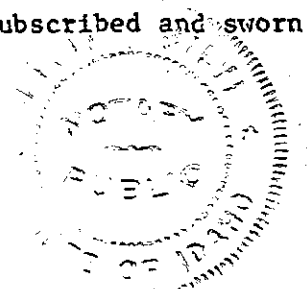
/s/ J. Leon Grieve

Subscribed and sworn to before me this 27th day of March, 19 78

/s/ Dorothy Silva

Notary Public
Residence Shoshone, Idaho

My Commission Expires 2-1-79



RECORDED

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Jerome } SS.

L. L. LANGDON
ASST. PUBLISHER

being first duly sworn, deposes and says that he is the printer (publisher) of the Jerome North Side News, a newspaper published every week in Jerome, County of Jerome, 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 two consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 31st day of August 19 78, and the date of the last publication was on the 7th day of September, 19 78.

Subscribed and sworn to before me this 19th day of September, 19 78.
(SEAL)

Darla Bratt
NOTARY PUBLIC

NORTH SIDE NEWS
Jerome, Idaho

COST OF PUBLICATION

Number of Lines in Notice	<u>32</u>
Number of Insertions	<u>2</u>
Lines tabular at	39c
<u>32</u> Lines straight at	26c
<u>32</u> Subsequent lines at	15c
TOTAL COST	<u>13.12</u>

COPY OF NOTICE

(Paste Here)

Water Permit #36-7815
TITLE OF NOTICE

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept. of Water
BILL TO

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that American Falls Reservoir District No. 2, Shoshone, Idaho, has on 8-16-78 submitted Application No. 36-7815 for a permit to appropriate 20.0 cubic feet per second of water from Snake River via Milner Gooding Canal present diverting works at Milner Dam deliver water to Milner-Gooding Canal by means of proposed concrete check with diversion into penstock to turbine generator at "Big Drop" site within the Lot 4, Sec. 28, Twp 10S, Rge 21E B.M., Jerome County. Additional points of diversion: Re-diversion from Milner Gooding Canal in NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7 Twp. 7S, Rge. 19E., B.M. at generator site to be used from April 15 to Oct. 15 for power within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, Twp 7S, Rge. 19E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho 83301 on or before Sept. 18, 1978.

C. STEPHEN ALLRED
Director

8-31-2tc

RECEIVED

SEP 20 1978
No. 0260

Department of Water Resources
Southern District Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 31, 1996

CONSOLIDATED HYDRO INC
ATTN: KAREN WARLICK
PO BOX 1029
NORTH BEND WA 98045

RE: WATER RIGHT NO. 01-07022

Dear Karen:

Thank you for calling yesterday. I have enclosed a copy of the Water Right License 01-07022, which was issued to BP Hydro Assoc. in 1994. If you have any questions, please contact me at (208) 327-7946.

Also, please note that as of July 1, 1996, water right owners are required to report in writing any change of water right ownership and any change of mailing address to the department. If you have acquired a water right or have changed your mailing address PRIOR TO July 1, 1996, you have until July 30, 1998, to notify the department. If you acquire a water right or change your mailing address AFTER July 1, 1996, you must notify the department within 120 days of the change.

Failure to report these changes could result in a \$100 late filing fee. Contact any office of the department to obtain the proper reporting form.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SWK:ph

Enclosure

MICROFILMED
NOV 01 1996

MEMORANDUM

DATE: October 30, 1996

TO: File 01-07022

FROM: Shelley W. Keen

RE: Contact with Consolidated Hydro Inc.

This afternoon I received a call from Karen Warlick of Consolidated Hydro, Inc. She told me that Consolidated Hydro is the parent company of BP Hydro, and she asked me to send her a copy of the license at:

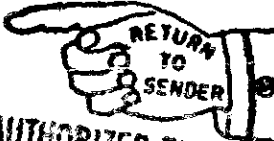
Consolidated Hydro Inc.
Attn: Karen Warlick
P. O. Box 1029
North Bend, WA 98045

*Sent 10/31/96
jpk*

MICROFILMED
MICROFILMED

NOV 01 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 NORTH ORCHARD STREET
BOISE, IDAHO 83706-2237

 RETURN TO SENDER
AUTHORIZED TIME FOR
FORWARDING HAS EXPIRED

RECEIVED
JUN 27 1994
Department of Water Resources

Handwritten: JUL 19 1994

Handwritten:
Bonneville 16000
801-363-2520
Termin Houston x 106
Sold to Hydrop
Consolidated
Boise
Rm

 RETURN TO SENDER
AUTHORIZED TIME FOR
FORWARDING HAS EXPIRED

FORWOOD 99000 1993 06/25/94
RETURN TO SENDER
: FORWARDING

ORDER EXPIRED
RETURN TO SENDER

|||||

01-07022
BP HYDRO ASSOC
257 E 200 S
SUITE 800
SALT LAKE CITY

UT 84111-0000



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

June 16, 1994

BP HYDRO ASSOC
257 E 200 S
SUITE 800
SALT LAKE CITY UT 841110000

RE: WATER RIGHT NO. 01-07022

Dear Water Right Holder(s):

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Johnson', written over the typed name and title.

JIM JOHNSON
Water Rights Supervisor

JJ:dc

Enclosure

MAILED JUN 21 1994

JUL 19 1994

MEMORANDUM

TO: File 01-07022

FROM: Sharla

DATE: June 8, 1994

RE: License Review

This right has been reviewed for licensing. There are numerous documents in the file concerning the security interest and liens which necessitated the department's including the appropriate entities ~~and~~ right holders. These "interests" have since been terminated and the license can simply be issued in the name of BP Hydro Assoc.

The FERC license was issued on May 22, 1987 for a period of 50 years. The standard condition authorizing Director review at the end of this period has been included on the license. Copies of the associated FERC documents (FERC #8909-000) were found in Right 01-07058. Permit 01-07058 was originally issued for development of the Dietrich Drop Site as well. However, by department inspection and order, the permit authorization was changed to authorize operation of the Black Canyon hydro plant. The field examination and recommendations are for the Black Canyon site. Thus, the FERC approval under FERC #8909 does not apply to the Black Canyon site and all the documents pertaining to said FERC license have been removed from 01-07058 and placed in 01-07022.

RECEIVED

JUL 19 1994

WR0749NP
No. L01-07022

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 06/08/94
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BP HYDRO ASSOC 257 E 200 S SUITE 800 SALT LAKE CITY UT 84111	08/16/1978	POWER	04-15 10-15	20.00 CFS	7299.00 AFA
TOTAL DIVERSION:					20.00 CFS	7299.00 AFA

Water Source: SNAKE RIVER

Tributary to: COLUMBIA RIVER

Stage: LICENSE

Point(s) of Diversion Capacity: 1089.00 CFS

Point(s) of Diversion: T10S R21E S28 Lot 04(SENW)

JEROME County

Place of use Legal Description for: POWER

NENE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac									
07S	19E	7	: P	:	:	:	:								

Pou County: JEROME

Conditions of Approval:

- R04 - Use of water under this water right will be regulated by the watermaster of State Water District No. 01.
- 004 - The issuance of this right in no way grants any right-of-way or easement across the land of another.
- R01 - A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
- R23 - 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.
- 027 - Use of water under this right shall be non-consumptive.

Remarks: The diversion and use of water under this right is subject to review by the Director on May 22, 2037. 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.

Dates:	App. Received: 08/16/1978	Priority Date: 08/16/1978	(Priority Date Advanced.)
	Proof Due Date: 04/01/1989	Proof Made Date: 07/03/1989	(Proof Received Late.)
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: 01 Field Exam Fee: N (Not Required)

JUL 19 1994

7 FEB 1 1991

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Bonneville Pacific Corporation

Project No. 8909-012
Idaho

ORDER AMENDING LICENSE
AND REVISING ANNUAL CHARGES

(Issued May 31, 1991)

On May 5, 1991, the licensee, Bonneville Pacific Corporation, filed a request for an amendment for the Dietrich Drop Project, FERC No. 8909.

The licensed project consists of a 1,750-foot-long, 138-inch-diameter steel penstock, a surge tower, a 15-foot-long tailrace discharging into the Milner Gooding Canal, and a powerhouse containing a single generating unit with an installed capacity of 4,800-kw.

This order changes the project's total authorized installed capacity from 4,800-kw to 4,770-kw. This will insure that the licensed installed capacity is consistent with the actual nameplate rating on the generator and assess the correct annual charges.

Operation of the project as amended would not result in any additional adverse environmental impacts other than those identified during processing the original application. Adherence to the conditions made part of the original license would insure that the operation of the project would not result in significant impacts to the quality of the human environment.

The Director orders:

(A) The license for the Bonneville Pacific Corporation, FERC No. 8909, is amended as provided in this order, effective the first day of the month in which this order is issued.

(B) Ordering paragraph (B)(2)(d) is revised to read as follows:

...(d) a powerhouse containing a single generating unit with an installed capacity of 4,770-kw; (e) ...

(C) Article 201 (a) of the license is revised to read as follows:

a. For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect

-2-

from time to time. The authorized installed capacity for this purpose is 6,360 horsepower.

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

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

RECEIVED
JUN 06 1991

Department of Water Resources

JUL 1 9 1991

DC-A-7

01-7058

-2-

from time to time. The authorized installed capacity for this purpose is 6,360 horsepower.

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

(Issued May 31, 1991)

On May 5, 1991, the licensee, Bonneville Pacific Corporation, filed a request for an amendment for the Dietrich Drop Project, FERC No. 8909.

The licensed project consists of a 1,750-foot-long, 138-inch-diameter steel penstock, a surge tower, a 15-foot-long tailrace discharging into the Milner Gooding Canal, and a powerhouse containing a single generating unit with an installed capacity of 4,800-kw.

This order changes the project's total authorized installed capacity from 4,800-kW to 4,770-kW. This will insure that the licensed installed capacity is consistent with the actual nameplate rating on the generator and assess the correct annual charges.

Operation of the project as amended would not result in any additional adverse environmental impacts other than those identified during processing the original application. Adherence to the conditions made part of the original license would insure that the operation of the project would not result in significant impacts to the quality of the human environment.

The Director orders:

(A) The license for the Bonneville Pacific Corporation, FERC No. 8909, is amended as provided in this order, effective the first day of the month in which this order is issued.

(B) Ordering paragraph (B)(2)(d) is revised to read as follows:

...(d) a powerhouse containing a single generating unit with an installed capacity of 4,770-kW; (e) ...

(C) Article 201 (a) of the license is revised to read as follows:

a. For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect


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

RECEIVED
JUN 10 1991

Department of Water Resources

JUL 19 1994

THE NEW

Bonneville Pacific Corporation

RECEIVED

MAY 10 1991

May 8, 1991

Department of Water Resources

Mr. Gary Spackman
Manager, Water Right Permits Section
Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

Re: Release of Construction Assignments

Dear Gary:

Pursuant to your request, enclosed please find two fully executed copies of the Water Permit Releases - one release for the Rock Creek and Dietrich Drop Projects and the other for the Barber Dam Project. I apologize for the delay in submitting these to you for your files.

Please let me know if you need anything else.

Very truly yours,

Teresa A. Houghton

Teresa A. Houghton
Certified Legal Assistant

enclosures

th/c/may91/7

RECEIVED
JUL 19 1994

[Execution Copy]

WATER PERMIT NOS.

47-7771

01-7022

01-7058

RELEASE

THIS RELEASE dated as of _____, 1990 (this "Release"), is made by and among BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("BPC"), BP HYDRO ASSOCIATES, an Idaho general partnership ("BP Hydro"), as successor in interest to BPC, each having its principal office at 257 East 200 South, Suite 800, Salt Lake City, Utah 84111, STEWART TITLE OF IDAHO, INC., an Idaho corporation (the "Trustee"), having an office at 1412 West Idaho Street, Boise, Idaho 83702, and NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, FIRST SECURITY BANK OF UTAH, N.A., MARQUETTE BANK MINNEAPOLIS, N.A. and SECURITY PACIFIC BANK WASHINGTON, N.A. (as successor in interest to Rainier National Bank) (collectively, the "Banks").

R E C I T A L S

A. Pursuant to an Assignment and Trust Agreement dated as of September 22, 1988 (the "Rock Creek II Assignment"), among BPC, the Trustee and the Banks, BPC assigned to the Trustee, as trustee for the benefit of the Banks, all BPC's right, title and interest in and to the Permit (as defined in the Rock Creek II Assignment) as collateral security for the performance and payment of all the obligations of BPC to the Banks under the Project Lending Agreement (as defined in the Rock Creek II Assignment).

B. Pursuant to an Assignment and Trust Agreement dated as of April 20, 1988 (the "Dietrich Assignment"), among BPC, the Trustee and the Banks, BPC assigned to the Trustee, as trustee for the benefit of the Banks, all BPC's right, title and interest in and to the Permits (as defined in the Dietrich Assignment) as collateral security for the performance and payment of all the obligations of BPC to the Banks under the Project Lending Agreement (as defined in the Dietrich Assignment).

C. Pursuant to an Assignment Agreement and Bill of Sale -- Rock Creek II Hydroelectric Project and an Assignment Agreement and Bill of Sale -- Dietrich Drop Hydroelectric Project, each dated April 20, 1989, BPC assigned to BP Hydro its entire right, title and interest in and to each such Permit, subject to the security interests therein granted to the Trustee, as trustee for the benefit of the Banks, pursuant to the Rock Creek II Assignment and the Dietrich Assignment.

MADE BY

JUL 18 1994

D. The Banks' commitment under each such Project Lending Agreement to lend for purposes of constructing each Project (as defined in the Rock Creek II Assignment and the Dietrich Assignment, respectively) has terminated and all amounts outstanding under the notes issued under each such Project Lending Agreement, including accrued and unpaid interest thereon, and all other amounts outstanding under each such Project Lending Agreement have been paid in full.

E. The parties hereto desire to terminate the Rock Creek II Assignment and the Dietrich Assignment and release all collateral granted thereunder from the terms and provisions thereof.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, (i) each of the Rock Creek II Assignment and the Dietrich Assignment is hereby terminated and (ii) all collateral granted thereunder to the Trustee, as trustee for the benefit of the Banks, is hereby released.

2. This Release shall be deemed made in and shall be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the day and year first above written.

BONNEVILLE PACIFIC CORPORATION

By: Todd J. Stevens
Name: TODD J. STEVENS
Title: TREASURER

RECEIVED
JUL 19 1994

BP HYDRO ASSOCIATES,
An Idaho General Partnership

By: Bonneville Pacific
Corporation, Its General
Partner

By: Todd J. Stevens
Name: TODD J. STEVENS
Title: TREASURER

By: TET Energy Inc.,
Its General Partner

By: Jan Magrane
Name: Jan Magrane
Title: Vice President

STEWART TITLE OF IDAHO, INC.

By: Joan M. Hart
Name: JOAN M. HART
Title: Vice President

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By: Jeffrey A. Buchle
Name: Jeffrey A. Buchle
Title: Assistant Vice President

RECEIVED

JUL 19 1994

FIRST SECURITY BANK OF UTAH, N.A.

By: Harvey Tanner
Name: HARVEY TANNER
Title: VICEDIRECTOR

MARQUETTE BANK MINNEAPOLIS, N.A.

By: _____
Name: _____
Title: _____

SECURITY PACIFIC BANK
WASHINGTON, N.A.

By: _____
Name: _____
Title: _____

RECORDED & INDEXED

JUL 19 1934

FIRST SECURITY BANK OF UTAH, N.A.

By: _____

Name: _____

Title: _____

MARQUETTE BANK MINNEAPOLIS, N.A.

By: 

Name: J.E. Gates

Title: Group Vice President

SECURITY PACIFIC BANK
WASHINGTON, N.A.

By: _____

Name: _____

Title: _____

MARQUETTE

JUL 19 1994

FIRST SECURITY BANK OF UTAH, N.A.

By: _____

Name: _____

Title: _____

MARQUETTE BANK MINNEAPOLIS, N.A.

By: _____

Name: _____

Title: _____

SECURITY PACIFIC BANK
WASHINGTON, N.A.

By: Matthew C. Rudolf

Name: MATTHEW C. RUDOLF

Title: Vice President

MAINTAINED

JUL 19 1934

STATE OF California)
SS.

(Corporation)

STEWART TITLE

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.



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On 22, August, 1990 before me, the undersigned, a Notary Public in and for said State,
personally appeared Todd J. Stevens personally known to me (or proved to
me on the basis of satisfactory evidence) to be the Treasurer ~~xxxx~~ and
personally known to me to be _____ Secretary
of the corporation that executed the within Instrument, known to me to
be the persons who executed the within Instrument on behalf of the cor-
poration therein named, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Signature

Maria Esthela Ramos

Maria Esthela Ramos
Name (Typed or Printed)



74
Ramos
nty
19

D 210 rev. 1-83

(This area for official notarial seal)

STATE OF _____)
SS.
county of _____

(Corporation as Partner of a Partnership)

STEWART TITLE

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.



entified
fic

person
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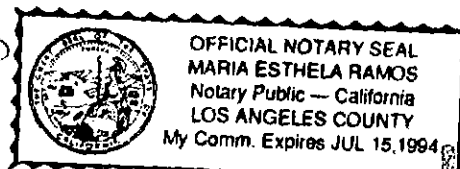
On this 22 day of August, 1990, before me,
Maria Esthela Ramos a Notary Public in and for said county and state, personally appeared
Todd J. Stevens personally known to me (or proved to me on the basis of satisfactory evidence)
to be the Treasurer ~~xxxx~~ and Bonnieville Pacific Corporation personally
known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of
the corporation that executed the within instrument and personally known to me (or proved to me on the basis of satisfactory ev-
idence) to be the persons who executed the within instrument on behalf of said corporation, said corporation being personally
known to me to be one of the partners of BP HYDRO ASSOCIATES
the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such
partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Maria Esthela Ramos

MARIA ESTHELA RAMOS
Name (Typed or Printed)



19

D 210 rev. 1-83

(This area for official notarial seal)

JUL 19 1994

STATE OF

(Corporation as Partner of a Partnership)

STEWART TITLE

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.



Sanctity of Contract

On this 22 day of August, in the year 1990, before me, Maria Esthela Ramos, a Notary Public in and for said county and state, personally appeared Jan Magrane, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and TET Energy Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the Secretary of TET Energy Inc. the corporation that executed the within instrument and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of said corporation, said corporation being personally known to me to be one of the partners of BP HYDRO ASSOCIATES the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

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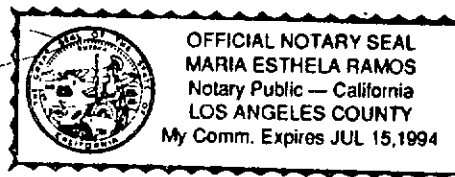
WITNESS my hand and official seal

Signature

Maria Esthela Ramos

Maria Esthela Ramos

Name (Typed or Printed)



D 210 rev. 1-83

(This area for official notarial seal)

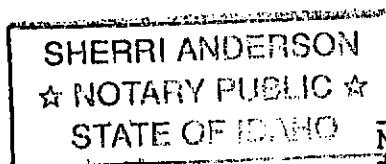
19

STATE OF Idaho)

County of Ada) ss.

On this 24 day of August, 1990, before me, Sherri Anderson, a notary public, personally appeared James M. Hart, known or identified to me to be the Vice-President of Stewart Title of Idaho, Inc. ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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



My Commission Expires 3-2-1991

Notary Public
Residing at Bosse Id.
My commission expires 6/2, 1994

NOTARY PUBLIC

JUL 19 1994

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1990, before me,
_____, a notary public, personally
appeared _____, known or identified to
me to be the _____ of Norwest Bank Minnesota, National
Association ("Bank") that executed the above instrument or the
person who executed the instrument on behalf of the Bank and
acknowledged to me that such Bank executed the same.

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

Notary Public
Residing at _____
My commission expires _____, 19__

STATE OF Utah)
County of Salt Lake) ss.

On this 22nd day of August, 1990, before me,
R. O. Chapman, a notary public, personally
appeared Harvey Tanner, known or identified to
me to be the Vice President of First Security Bank of Utah, N.A.
("Bank") that executed the above instrument or the person who
executed the instrument on behalf of the Bank and acknowledged to
me that such Bank executed the same.

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



Notary Public
Residing at Salt Lake, Utah
My commission expires 3/22/1990

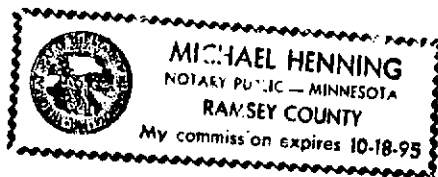


JUL 19 1994

STATE OF Minnesota)
County of Hennepin) ss.

On this 27th day of July, 1990, before me,
Michael J. Henning, a notary public, personally
appeared Jeffrey A. Kuchle, known or identified to
me to be the Assistant Vice President of Norwest Bank Minnesota, National
Association ("Bank") that executed the above instrument or the
person who executed the instrument on behalf of the Bank and
acknowledged to me that such Bank executed the same.

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



Michael J. Henning
Notary Public
Residing at Ramsey County
My commission expires 10/18, 1995

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1990, before me,
_____, a notary public, personally
appeared _____, known or identified to
me to be the _____ of First Security Bank of Utah, N.A.
("Bank") that executed the above instrument or the person who
executed the instrument on behalf of the Bank and acknowledged to
me that such Bank executed the same.

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

Notary Public
Residing at _____
My commission expires _____, 19__

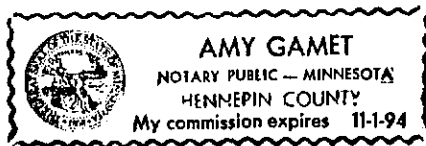
[Handwritten signature]

JUL 19 1994

STATE OF MINNESOTA)
County of HENNEPIN) ss.

On this 26TH day of JULY, 1990, before me,
AMY GAMET, a notary public, personally
appeared JERRY GATES, known or identified to
me to be the GROUP VICE PRES. of Marquette Bank Minneapolis, N.A.
("Bank") that executed the above instrument or the person who
executed the instrument on behalf of the Bank and acknowledged to
me that such Bank executed the same.

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



Amy Gamet
Notary Public
Residing at MINNEAPOLIS, MN
My commission expires 11-01, 1994

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1990, before me,
_____, a notary public, personally
appeared _____, known or identified to
me to be the _____ of Security Pacific Bank Washington,
N.A. ("Bank") that executed the above instrument or the person
who executed the instrument on behalf of the Bank and
acknowledged to me that such Bank executed the same.

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

Notary Public
Residing at _____
My commission expires _____, 19__

[Handwritten signature]

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 1990, before me,
_____, a notary public, personally
appeared _____, known or identified to
me to be the _____ of Marquette Bank Minneapolis, N.A.
("Bank") that executed the above instrument or the person who
executed the instrument on behalf of the Bank and acknowledged to
me that such Bank executed the same.

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

Notary Public
Residing at _____
My commission expires _____, 19__

STATE OF WASHINGTON)
County of KING) ss.

On this 27th day of July, 1990, before me,
Donna M. Heivilin, a notary public, personally
appeared Matthew C. Rudolf, known or identified to
me to be the Vice President of Security Pacific Bank Washington,
N.A. ("Bank") that executed the above instrument or the person
who executed the instrument on behalf of the Bank and
acknowledged to me that such Bank executed the same.

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

Donna M. Heivilin
Notary Public
Residing at Seattle, WA
My commission expires 12/1, 1992

RECEIVED



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

March 28, 1991

Teresa A. Houghton
Bonneville Pacific Corporation
257 E. 200 S., Suite 800
Salt Lake City, UT 84111

RE: Release of Construction Assignments

Dear Ms. Houghton:

Please refer to your correspondence dated February 19, 1991, and my prior correspondence requesting a release of construction assignments.

In response to my request, you sent me some UCC-3 termination statements and/or copies of terminated UCC-1 financing statements. Unfortunately, they are not what I had requested.

I have enclosed the first page of a copy of a release document which pertains to the Rock Creek and Dietrich projects, and also a copy of the first page of a release which relates to the Barber Dam project. Multiple copies of each of these documents were submitted to me, each partially signed by one or two of the signators. I do not have in my file a single copy signed by all of the parties. The releases in their present form are bulky, and confusing. I ask that a single release document be filed with the Department.

Respectfully,

A handwritten signature in cursive script that reads 'Gary Spackman'.

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosure

RECEIVED
JUL 19 1994

Bonneville Pacific Corporation

February 19, 1991

RECEIVED
FEB 21 1991
Department of Water Resources

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

Re: Releases of Construction Assignments

Dear Gary:

Pursuant to your request, enclosed please find copies of UCC-3 Termination Statements and/or copies of terminated UCC-1 Financing Statements in connection with the Barber Dam, Rock Creek II and Dietrich Drop Projects. Stewart Title of Idaho, Inc., for the benefit of Norwest Bank (construction lender), terminated its security interest in the water permits in August, 1990. As far as I know, neither Stewart Title nor Norwest Bank ever had a security interest in the Lower Low Line Permit.

Please contact me with any questions you may have.

Very truly yours,

Teresa A. Houghton
Teresa A. Houghton
Certified Legal Assistant

cc: Gary L. Montgomery, Esq.

enclosures

th/c/feb91/4

RECEIVED
JUL 19 1994

1. Debtor(s) (last name first, and mailing address) Bonneville Pacific Corporation Suite 800 257 East 200 South Lake City, Utah 84111	2. Secured Party(ies) and address(es) Stewart Title of Idaho, Inc. 1412 West Idaho Boise, Idaho 83707 1	3. FOR FILING OFFICER ONLY (Date, time, number and filing office)
---	---	--

4. This Statement refers to original Financing Statement No. **2-01-0311543**
Filed with **Secretary of State** Date filed **April 28** 19**88**

- ☐ CONTINUATION. The original financing statement between the foregoing Debtor and Secured party, bearing file number shown above, is still effective.
- ☒ TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- ☐ ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above to the property described below has been assigned to the assignee whose name and address appears below.
- ☐ AMENDMENT. Financing Statement bearing file number shown above is amended as shown below.
- ☐ RELEASE. Secured Party releases the collateral described below from the financing statement bearing file number shown above.

Assignee(s) of secured party(ies)
and address(es):

BY: _____
Signature(s) of Debtor(s)
(Required only on some amendments)

BY: _____
Signature(s) of Secured Party(ies) or Assignee of Record

(5) FILE COPY—DEBTOR(S)

Idaho Form UCC-3 Rev. 79

FORM APPROVED BY PETE T. CENARRUSA, SECRETARY OF STATE

Dietrich Dugg

RECORDED
JUL 19 1994

EXHIBIT A
TO UCC FINANCING STATEMENT

This financing statement covers the following types or items of property:

All right, title and interest of the Debtor (whether now existing or hereafter arising) in any Water Permits issued by the Department of Water Resources of the State of Idaho for the appropriation of water for power purposes and all right, title and interest of the Debtor in any water license hereafter issued by the Department of Water Resources of the State of Idaho to replace any such permits together with all substitutions and replacements for and products and proceeds of any of the foregoing property.

RECEIVED

JUL 19 1994

1. Debtor(s) (Last Name First) and address(es)

Bonneville Pacific Corporation
Suite 800
257 East 200 South
Lake City, Utah 84111
D. No. 87036-3215

2. Secured Party(ies) and address(es)

Stewart Title of Idaho, Inc.
1412 West Idaho
Boise, Idaho 83707

4. This statement refers to original Financing Statement bearing File No. 159404

Date Filed April 28 19 88 Maturity Date _____ 19 _____

For Filing Officer (Date, Time and Filing Office)

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Partial Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TERMINATED

AUG 21 1990

U.C.C. DEPT.
STATE OF UTAH

Additional Sheets presented: _____

STEWART TITLE OF IDAHO, INC.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 6 is applicable).

By: _____
Signature(s) of Secured Party(ies)

ORIGINATOR - Remove this copy and forward balance of form intact for filing.

DEBTOR COPY

RECEIVED
JUL 19 1994

1. Debtor(s) (last, name first, and mailing address(es))

Bonneville Pacific Corporation
Suite 800
257 East 200 South
Lake City, Utah 84111

2. Secured Party(ies) and address(es)

Stewart Title of Idaho,
1412 West Idaho
Boise, Idaho 83707

3. FOR FILING OFFICER ONLY.
(Date, time, number and filing office)

4. This Statement refers to original Financing Statement No. 2-01-0333217

Filed with Secretary of State Date filed September 29 19 88

- ☐ CONTINUATION. The original financing statement between the foregoing Debtor and Secured party, bearing file number shown above, is still effective.
- ☒ TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- ☐ ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above to the property described below has been assigned to the assignee whose name and address appears below.
- ☐ AMENDMENT. Financing Statement bearing file number shown above is amended as set forth below.
- ☐ RELEASE. Secured Party releases the collateral described below from the financing statement bearing file number shown above.

Assignee(s) of secured party(ies)
and address(es):

Rock Creek

STEWART TITLE OF IDAHO, INC.

BY: _____
Signature
(Required on _____)

BY: _____
Signature(s) of Secured Party(ies) or Assignee of Record

Idaho Form UCC-3 Rev. 79

FORM APPROVED BY PETE T. CENARRUSA, SECRETARY OF STATE

(5) FILE COPY - DEB. 00000

MAILED
JUL 19 1988

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional sheets presented:

3. FOR FILING OFFICER ONLY
(Date, time, number and filing office)

1. Debtor(s): (last name first, and mailing address(es))

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111

2. Secured Party(ies) and address(es):

Stewart Title of Idaho, Inc.
3412 West Idaho
Boise, Idaho 83707

SECRETARY OF ST

UCC-1 3.00

2-01-0333217

9/29/88 T12:30 #65517

4. This Financing Statement covers the following types (or items) of property:
(Use this space for Real Property legal description and name of record owner, if required.)

See Exhibit A attached hereto and made a part hereof.

5. Assignee(s) of Secured Party(ies)
and address(es)

SECRETARY OF STATE
90 AUG 23 PM 3:37

CHECK ☒ IF COVERED ☐ Products of collateral are also covered.

Filed with: ☒ Secretary of State ☐ County Recorder of _____ County.

If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:

- ☐ Brought into this state already subject to a security interest in another jurisdiction.
- ☐ Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
- ☐ Proceeds of the original collateral described above in which a security interest was perfected.
- ☐ The subject of a financing statement which has lapsed.
- ☐ Subject to a security interest perfected under a prior name or identity of the debtor.

BONNEVILLE PACIFIC CORPORATION

BY:

Signature(s) of Debtor(s)

(1) FILING OFFICER

BY:

SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE OF RECORD

SECRETARY OF STATE

RECEIVED

JUL 19 1994

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Debtor: Bonneville Pacific Corporation

Secured Party: Stewart Title of Idaho, Inc.

This Financing Statement covers the following types or items of property:

All right, title and interest of the Debtor (whether now existing or hereafter arising) in Water Permit No. 47-7771, approved by the Department of Water Resources of the State of Idaho on September 15, 1982, together with any and all other water permits issued by the Department of Water Resources of the State of Idaho for the appropriation of water for power purposes to be utilized in connection with the construction and operation of a hydroelectric power plant known as the Rock Creek II Hydroelectric Project in Twin Falls County, State of Idaho (the "Project"); and

All right, title and interest of the Debtor in any water license hereafter issued by the Department of Water Resources of the State of Idaho to replace any such permits in connection with the Project,

Together with all substitutions and replacements for and products and proceeds of any of the foregoing property.

MAINTAINED
JUL 19 1994

1. Debtor(s) (Last Name First) and address(es)
Bonneville Pacific Corporation
Suite 800
257 East 200 South
Salt Lake City, Utah 84111
Security No. _____
I.D. No. **87-0363215**

2. Secured Party(ies) and address(es)
Stewart Title of Idaho, Inc.
1412 West Idaho
Boise, Idaho 83707

4. This statement refers to original financing statement bearing File No. **177288**
Date Filed **September 29** 19 **88** Maturity Date _____ 19 _____

For Filing Officer (Date, Time and Filing Office)

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ Partial Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

TERMINATED

AUG 21 1990

U.C.C. DEPT. of additional Sheets presented: **0**
STATE OF UTAH
STEWART TITLE OF IDAHO, INC.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

ORIGINATOR - Remove this copy and forward balance of form intact for filing.

DEBTOR COPY

RECEIVED

JUL 19 1994



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

February 8, 1991

Gary Montgomery
Attorney at Law
737 N. 7th St.
Boise, ID 83702-5595

RE: Security Agreements for Hydropower Permits

Dear Gary:

I am sorry that our communication has not been better. I have looked through all of our documents, and it appears that we still do not have fully executed copies of the releases terminating the construction assignment for the Barber Dam, Rock Creek, Dietrich Drop and Lower Low Line power projects. We have all of the other documents in our file. Could you kindly send me a copy of the fully executed releases? Thank you.

Sincerely,

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

MAILED

JUL 19 1994

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
ROBERT C. MONTGOMERY
JOHN C. KEENAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY

MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-3563
TELEFAX
(208) 342-2170

December 24, 1990

RECEIVED
DEC 27 1990

Gary Spackman, Manager
Water Rights Permits Section
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Department of Water Resources

Re: Security Agreements for Water Permits

Dear Gary:

I am writing in response to your letter of November 8, 1990.

Enclosed please find fully executed copies of Assignment and Trust Agreement in connection with the Barber Dam, Rock Creek II, Dietrich Drop and Lower Low Line Projects.

If you need any additional documentation, please let me know and I'll be happy to provide the same.

Thank you very much for your courtesy and assistance in getting this matter resolved.

With best regards,

MARCUS, MERRICK & MONTGOMERY

Gary Montgomery
Gary L. Montgomery

GLM:mrs
Encs.

RECEIVED

JUL 19 1994



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

November 8, 1990

Gary Montgomery
Attorney at Law
737 N 7th Street
Boise, ID 83702-5595

RE: Security Arrangements for Permits to Appropriate Water Nos.
01-7022 & 01-7058, Dietrich Drop; Permit No. 01-7063, Lower
Low Line; 47-7771, Rock Creek, and; 63-10028, Barber Dam

Dear Gary:

About two months ago, I received multiple copies of partially signed security documents for the refinancing of the above projects. I understood that a single fully executed copy of all the security documents would be sent to me. To date, I have not received the documents.

Would you please send me copies so that our files may be complete?

Sincerely,

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

RECEIVED

JUL 19 1994

August 24, 1990

Richard A. Shortz, Esq.
Jones, Day, Reavis & Pogue
355 South Grand Avenue, Suite 3000
Los Angeles, California 90071

Nicholas G. Miller, Esq.
Hawley Troxell Ennis & Hawley
First Interstate Center, Suite 1000
P.O. Box 1617
Boise, Idaho 83701

Jonathan Bigelow
The Fuji Bank, Limited, Los Angeles Agency
333 South Grand Avenue
Los Angeles, California 90071

Gary L. Montgomery, Esq.
Marcus, Merrick & Montgomery
737 North 7th Street
Boise, Idaho 83702-5595

Gretta C. Spendlove, Esq.
Fulcrum, Inc.
c/o Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111

RE: Release and Assignment and Trust Agreement for Water Permits
Nos. 47-7771, 01-7022, 01-7058; Assignment and Trust
Agreement for Water Permit No. 01-7063

Ladies and Gentlemen:

This office has received an executed copy of (i) an Assignment and Trust Agreement dated as of August 22, 1990, (the "Assignment"), among BP Hydro Associates, an Idaho general partnership (BP Hydro), Stewart Title of Idaho, Inc., an Idaho corporation ("Stewart Title"), and The Fuji Bank, Limited, Los Angeles Agency (the "Bank"), pursuant to which BP Hydro granted and assigned a first priority security interest in its right, title and interest in and to the above-referenced permit (the "Permit") to Stewart Title, as trustee for the Bank.

RECEIVED

JUL 19 1994

This office has also received an executed copy of (i) a Release terminating the Construction Assignment for permit nos. 47-7771, 01-7022 and 01-7058, and releasing all collateral granted thereunder and (ii) a Consent to Assignment and Subordination Agreement between Idaho Power Company and BP Hydro subordinating the Collateral Assignment of Agreements dated as of December 22, 1988, (the "Original Secondary Assignment"), between BP Hydro and Idaho Power. In addition, this office has received certificates from the office of the Secretary of State of the State of Idaho verifying that BP Hydro, Stewart Title and Idaho Power are qualified to do business in Idaho.

Based upon our understanding of the information contained in the Assignment, the Bank has agreed to provide financing to enable BP Hydro to repay a loan made by the Construction Lenders to finance the cost of construction of the Rock Creek II, Dietrich Drop, and Lower Low Line Hydroelectric Project. This office also understands that, (i) as a condition to making the loan under the Credit Agreement, the Bank has required that the Release and the Consent to Assignment and Subordination Agreement between Idaho Power Company and BP Hydro be executed and delivered terminating the Construction Assignment and subordinating Idaho Power's Secondary Assignment, respectively, and (ii) as part of the security for the Guaranty and for the repayment of the loan made by the Bank under the Credit Agreement, the Bank has required that the Permit be assigned to Stewart Title, as trustee for the benefit of the Bank, in order to protect the Bank's interest in the Permit.

We find that the Releases, the Consent to Assignment and Subordination Agreement and the Assignment satisfy the requirements of Idaho Code Sections 42-206 through 42-210. Specifically, Stewart Title is a qualified entity to hold the Permit, as trustee, and Idaho Power is a qualified entity to hold the Permit, as collateral security, in accordance with the laws of the State of Idaho. Therefore, the Releases, the Consents to Assignment and Subordination Agreement and the Assignments are consented to and approved by the Idaho Department of Water Resources, as of the date of this letter.

As of the date of this letter, (i) the Permit is in full force and effect, (ii) all conditions contained in the Permit have, to the Department's best knowledge, been complied with, and (iii) the Department has no knowledge of any fact or circumstance that could result in a modification, suspension, termination, revocation or cancellation of the Permit.

Please note that BP Hydro will continue to be listed as the owner of record of the Permit. The Department acknowledges the collateral assignment to and security interest of Stewart Title as trustee on behalf of the Bank, the first secured party with

JUL 19 1994

Page 3

respect to the Permit and the secondary collateral assignment to and subordinate security interest of Idaho Power as second lienor with respect to the Permit. The Department acknowledges that the Assignment provides that the water license to be issued to replace the Permit shall be issued to BP Hydro despite such collateral assignments. While the Department will endeavor to follow the provisions of the Assignment, we cannot guarantee that the Department will issue such license as requested. It is the ultimate responsibility of the parties to the Assignment to insure that the terms thereof are properly enforced.

Sincerely,

GARY SPACKMAN, Manager
Water Rights Permits Section

RECEIVED
JUL 19 1994

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
ROBERT C. MONTGOMERY
JOHN C. KEENAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY
MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-3563
TELEFAX
(208) 342-2170

July 19, 1990

RECEIVED
JUL 23 1990

Gary Spackman, Manager
Water Rights Permits Section
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Department of Water Resources

Re: Assignment of Water Permit Nos. 63-10028, 47-7771, 01-7022, 01-7058 and 01-7063 in Connection With the Permanent Financing of the Barber Dam (Ada County), Rock Creek II (Twin Falls County), Dietrich Drop (Lincoln County) and Lower Low Line (Twin Falls County) Hydroelectric Projects.

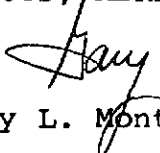
Dear Gary:

In connection with the documentation which I previously submitted to you under cover letter of July 18, 1990, enclosed please find a Certificate of Corporate Status of Fulcrum, Inc. dated July 18, 1990.

If there is any additional information which you need, please let me know and I'll see that it is promptly supplied to you.

With best regards,

MARCUS, MERRICK & MONTGOMERY


Gary L. Montgomery

GLM:mrs
Enc.
cc: Teresa A. Houghton

RECEIVED
JUL 19 1994



CERTIFICATE OF CORPORATE STATUS
OF

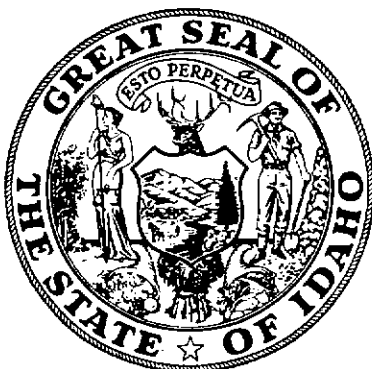
FULCRUM, INC.

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 Idaho and was issued a certificate of incorporation in Idaho on September 28, 1984

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

Dated July 18, 1990



Pete T. Cenarrusa
SECRETARY OF STATE

by *Sheryl Balmer*

MAILED

JUL 19 1990

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
ROBERT C. MONTGOMERY
JOHN C. KEENAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY

MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-3563
TELEFAX
(208) 342-2170

July 18, 1990

Gary Spackman, Manager
Water Rights Permits Section
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Re: Assignment of Water Permit Nos. 63-10028, 47-7771, 01-7022, 01-7058 and 01-7063 in Connection With the Permanent Financing of the Barber Dam (Ada County), Rock Creek II (Twin Falls County), Dietrich Drop (Lincoln County) and Lower Low Line (Twin Falls County) Hydroelectric Projects.

Dear Gary:

By letter of March 2, 1989, the former general counsel of Bonneville Pacific Corporation (Bonneville) indicated that Bonneville was seeking permanent financing of four of its hydroelectric projects in Idaho. At that time, it was anticipated that CIGNA Investments, Inc. would be the lender. The letter advised that Bonneville would be seeking a further Consent by the Department of Water Resources to a Collateral Assignment of the water rights relating to all four of these projects to the bank or its designated trustee, Stewart Title Company. The letter further advised that subject to your review and approval of the documentation relating to the permanent financing, a letter similar to the February 21, 1989 letters reflecting the tertiary assignment of the water rights relating to all four projects would be needed. (For your convenience, a copy of the above referenced letter of March 2, 1989 is enclosed.)

Permanent financing has now been arranged. However, the lender is The Fuji Bank, Limited, Los Angeles Agency (the Bank) rather than CIGNA as originally anticipated. Stewart Title will serve as the trustee. The parties are hopeful that the loan can be closed by the end of this month.

Accordingly, enclosed please find a cover letter of June 28, 1990 from Randolph Hill (local counsel for the Bank) addressed to Gary Montgomery, together with copies of the eight documents identified in the letter. I will supply you with a certificate

JUL 19 1994

Gary Spackman, Manager
July 18, 1990
Page 2

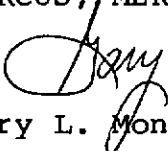
from the Secretary of State verifying that Fulcrum is an Idaho corporation currently in good standing and qualified to do business in Idaho. I trust that you will not need such a document for Stewart Title and Idaho Power, but if you do, please advise and I'll promptly supply the same. At the appropriate time, we will also provide you with executed copies of the enclosed Assignments and Releases.

After you have reviewed the enclosed documentation, please give me a call and let me know if there is any further information or documentation which you will need in order for the Department to issue the proposed letters approving and consenting to the Assignments and Releases.

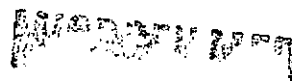
Please accept my appreciation in advance for your continuing courtesy and assistance in this matter. I would appreciate hearing from you at your earliest convenience.

With best regards,

MARCUS, MERRICK & MONTGOMERY


Gary L. Montgomery

GLM:mrs
Encs.
cc: Randolph J. Hill
Teresa A. Houghton



JUL 19 1994

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

JONES, DAY, REAVIS & POGUE
355. South Grand Avenue
Suite 3000
Los Angeles, California 90071
Attention: Richard A. Shortz, Esq.

=====

CONSENT TO ASSIGNMENT AND SUBORDINATION AGREEMENT

THIS CONSENT TO ASSIGNMENT AND SUBORDINATION AGREEMENT ("Consent") dated as of the 22 day of August, 1990 is by and among IDAHO POWER COMPANY, an Idaho corporation ("Idaho Power"), BP HYDRO ASSOCIATES, an Idaho general partnership (the "Assignor"), and THE FUJI BANK, LIMITED, Los Angeles Agency (the "Bank").

RECITALS

WHEREAS, Idaho Power and the Assignor are parties to those certain Firm Energy Sales Agreements (the "Power Sales Agreements"), Maintenance Escrow Account Agreements and Low Water Insurance Escrow Agreements relating to the Dietrich Drop Project, the Lower Low Line Project and the Rock Creek II Project (collectively, the "Projects"), described on Exhibit A attached hereto (said agreements, as from time to time amended or supplemented thereafter, the "Assigned Agreements");

WHEREAS, the Assignor desires to assign the Assigned Agreements to the Bank for collateral purposes by means of that

RECORDED
JUL 19 1994

certain Assignment of Contracts, dated as of even date herewith (the "Assignment");

WHEREAS, under the Power Sales Agreements, the Assignor is obligated to obtain Idaho Power's consent to assign the Assigned Agreements;

WHEREAS, in connection with the Power Sales Agreements, the Assignor has granted Idaho Power a junior lien and security interest in the Projects pursuant to those documents described on Exhibit B attached hereto to secure certain obligations of the Assignor under the Assigned Agreements (such obligations referred to herein as the "Subordinated Secured Obligations"); and

WHEREAS, the parties hereto desire to set forth herein certain agreements among them concerning the Collateral (as that term is defined in the Loan Documents), their respective rights in and to such Collateral and the relative priority of their respective claims therein in the event of exercise of their respective legal or equitable rights with respect thereto.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants herein mentioned to be kept and performed and other good and valuable consideration, the parties hereby agree as follows:

1. Consent to Assignment. Idaho Power hereby acknowledges notice and receipt of, and consents to the terms and provisions of, the Assignment, including the assignment of the Assigned Agreements pursuant to the terms of the Assignment.

RECEIVED
JUL 19 1994

2. Agreements of Idaho Power. Idaho Power hereby agrees as follows:

2.1 Upon written notice to Idaho Power from the Bank of an event of default ("Event of Default") under the loan documents (the "Loan Documents") between the Bank, the Assignor and/or BP Hydro Finance Partnership (the "Company"), the Bank and any assignee or designee thereof shall be entitled to exercise any and all rights of the Assignor under the Assigned Agreements in accordance with the terms thereof and shall have the right, but not the obligation, to pay all sums due under the Assigned Agreements and to perform any other act, duty or obligation required of the Assignor thereunder at any time. Idaho Power will have the right to rely on the correctness of said notice from the Bank. Except as provided in paragraph 3.1 hereof, nothing herein shall require the Bank or such assignee or designee to cure any default of the Assignor under any of the Assigned Agreements or to perform any act, duty or obligation of the Assignor under any of the Assigned Agreements, but shall only give them the option to do so.

2.2 Article 27 of the Power Sales Agreements are hereby amended to provide that the Bank will receive all Notices under the Power Sales Agreements at the address provided herein. Idaho Power will accept performance by either the Assignor or the Bank under the Assigned Agreements including all opportunities to cure any defaults. Idaho Power will not sell, assign or otherwise dispose of (by operation of

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law or otherwise) any part of its interest in the Assigned Agreements without the prior written consent of the Bank, which consent will not be unreasonably withheld.

2.3 A foreclosure or other exercise of remedies under the Loan Documents by the Bank or its assignee or designee, whether by judicial proceedings or under any power of sale contained therein, or any conveyance from the Assignor to the Bank or its assignee or designee, in lieu thereof, shall not require the consent of Idaho Power or constitute a default under any of the Assigned Agreements.

2.4 Idaho Power has reviewed the draft Loan Documents and, to the extent required under Article XXIV of the Power Sales Agreements, consents thereto.

2.5 In the event that any of the Assigned Agreements is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving the Assignor, and if within thirty (30) days after such rejection, the Bank or its assignee or designee shall so request and shall certify in writing to Idaho Power that it intends to perform the obligations of the Assignor as and to the extent required under such Assigned Agreement, subject to the approval of the Idaho Public Utilities Commission, if required, Idaho Power will execute and deliver to the Bank or such assignee or designee a new Assigned Agreement pursuant to which the Bank or such assignee or designee shall agree to perform the respective obligations of the Assignor under the original such Assigned

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Agreement and which shall be for the balance of the remaining term under the original such Assigned Agreement before giving effect to such rejection and shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements that have been fulfilled by the Assignor prior to such rejection). References in this Consent to an "Assigned Agreement" shall be deemed also to refer to the new such Assigned Agreement.

2.6 Idaho Power hereby acknowledges and recognizes the Bank as the first lien lender providing permanent financing for the Projects under each of the Assigned Agreements.

3. Agreements of the Bank and the Assignor. The Bank and the Assignor agree as follows:

3.1 If the Bank, or its assignee or designee with the consent of Idaho Power, which consent will not be unreasonably withheld (except an assignee or designee by foreclosure in which case no consent shall be required), succeeds to the Assignor's interest under any of the Assigned Agreements, whether by foreclosure or otherwise, the Bank or its assignee or designee shall assume liability for all of the Assignor's obligations under such Assigned Agreements. In the event of such succession the Bank or its assignee or designee may not subsequently assign its rights under the Assigned Agreements to any party without the prior written consent of Idaho Power, which consent will not be unreasonably withheld.

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Upon such assignment and assumption by such transferee, the Bank shall be relieved of all obligations under the Assigned Agreements arising after such assignment and assumption.

3.2 The Assignor and the Bank agree that Idaho Power is not a party, nor is it bound by any agreement (other than this Consent) between the Assignor and Bank.

3.3 The Assignor agrees that by this Consent Idaho Power has not consented to a release of the Assignor under its obligations of the Assigned Agreements and this Consent is not a novation as to the Assignor.

4. Arrangements Regarding Payments. All payments to be made by Idaho Power to the Assignor (if any) under the Assigned Agreements shall be made in lawful money of the United States of America, directly to the Bank, for deposit and to the Assignor's receipt account at First Interstate Bank, 707 Wilshire Boulevard, Los Angeles, California (or to such other person and/or at such other address as the Bank may subsequently notify Idaho Power).

5. Notices. All notices to be given pursuant to this Consent shall be given in accordance with Article 27 of the Power Sales Agreements. The Assignor agrees unless Article 27 of the Power Sales Agreements is amended to specify the Assignor or its successors or assigns, Idaho Power shall be under no obligation to give any notice of any kind to the Assignor or its successors or assigns. The Bank and the Assignor further agree that Idaho Power is under no obligation

to comply with any notice requirements provided by any agreements between the Bank and the Assignor.

6. Representations and Warranties. The parties represent and warrant as follows:

6.1 The parties hereto are duly organized, validly existing and in good standing under the laws of their respective domiciliary states and have all requisite power and authority to execute and deliver, and to perform their respective obligations under the Assigned Agreements and this Consent.

6.2 The execution, delivery and performance by the parties of this Consent and the Assigned Agreements have been duly authorized by all necessary corporate and other actions and do not and will not violate any provisions of their respective corporate articles, bylaws or other laws, rules, or regulations governing their authority to perform this Consent and the Assigned Agreements.

7. No Present Obligation to Pay Liquidated Damages. Idaho Power hereby acknowledges and confirms that the Assignor is not presently obligated to make any payments to Idaho Power under Section 21.2 or Section 21.3, as the case may be, of the Power Sales Agreements. Idaho Power further acknowledges and confirms that it is not presently aware of any default of the Assignor with respect to any of its obligations under Section 21.2 or Section 21.3, as the case may be, of the Power Sales Agreements.

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5. Subordination.

8.1 Subordination to Senior Guaranteed

Obligations. Idaho Power for itself and its successors and assigns, hereby agrees that (i) the Subordinated Secured Obligations and any rights to payments under the Idaho Power Agreements are, irrespective of the time of perfection or creation of any security interests or liens in the Idaho Power Agreements, subordinate and junior in right of payment pursuant to the terms of this Section 8 to the prior payment in full in cash to the Bank of all of the Guaranteed Obligations, (ii) the Mortgages (as that term is defined in the Loan Documents) securing the Guaranteed Obligations in favor of the Bank shall unconditionally be and remain at all times a lien or charge upon the properties therein described, prior to and superior to the lien or charge of the Idaho Collateral Documents (as that term is defined in the Loan Documents), and (iii) its interest in the Maintenance Reserve Accounts and the Low Water Insurance Accounts established in connection with the Projects shall, irrespective of the time of perfection or creation of any security interests or liens in such Accounts, be subordinate and junior to the first lien security interest of the Bank in such Accounts pursuant to the BP Hydro Collateral Agreements; provided, however, that so long as there has been no Event of Default under the Credit Agreement nothing herein shall affect the disbursements of any funds from such Accounts pursuant to the terms of the Idaho Power Agreements.

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JUL 19 1994

8.2 Proceeds Upon Dissolution, etc. In the event of (i) any insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding in connection therewith, relative to Debtor or its creditors, as such, or to its assets, or (ii) any liquidation, dissolution or other winding up of Debtor, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (iii) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of Debtor, then and in any such event the Guaranteed Obligations (including, without limitation, any such amounts declared due prior to their stated maturity and any interest accruing after the occurrence of any Event of Default specified in the Credit Agreement whether or not such interest is allowed as a claim in any bankruptcy or insolvency proceeding) shall be entitled to receive payment in full in cash of all amounts due or to become due on or in respect of all Guaranteed Obligations before Idaho Power is entitled to receive any payment on account of principal of (or premium, if any), interest or any other amounts due under the Subordinated Secured Obligations.

8.3 Subrogation. Subject to the payment in full in cash of all Guaranteed Obligations, Idaho Power shall be subrogated to the rights of the Bank to receive payments or distributions of assets of Debtor made on the Guaranteed Obligations until the Subordinated Secured Obligations shall be

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paid in full. For purposes of such subrogation, no payments or distributions to the Bank of any such assets to which Idaho Power would be entitled except for the provisions of this Section 8, and no payments over pursuant to the provisions of this Section 8 to the Bank by Idaho Power, shall, as among Debtor, its creditors other than the Bank, and Idaho Power, be deemed to be a payment or distribution by Debtor to or on account of the Guaranteed Obligations, it being understood that the provisions of this Section 8.3 are intended solely for the purpose of defining the relative rights of Idaho Power, on the one hand, and the Bank, on the other hand, and that the rights herein are in addition to any other rights that Idaho Power may have against Debtor under the Subordinated Debt Agreements.

8.4 Provisions Solely to Define Relative Rights. Nothing contained in this Consent is intended to or shall impair, as between the Assignor, its creditors other than the Bank and Idaho Power, the obligation of the Assignor, which is absolute and unconditional, to pay Idaho Power, as and when the Subordinated Secured Obligations shall become due and payable in accordance with their terms, or affect the relative rights of Idaho Power and creditors of the Assignor other than the Bank.

8.5 No Waiver of Subordination Provisions. The terms of these subordination provisions and the subordination effected hereby, and the rights of the Bank shall not be affected by (i) any amendment of or addition or supplement to

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the Loan Documents or any instrument or agreement relating thereto or to the Guaranteed Obligations, (ii) any exercise or nonexercise of any right, power or remedy under or in respect of the Loan Documents or any instrument or agreement relating thereto or to the Guaranteed Obligations, (iii) any waiver, consent, release, indulgence, extension, renewal, modification, delay, nonperfection or other action, inaction or omission in respect of the Loan Documents or the Guaranteed Obligations, or (iv) any increase in the amount, or extension, renewal, modification or refunding, of the Guaranteed Obligations, whether or not Idaho Power shall have had notice or knowledge of any of the foregoing, provided any of the foregoing have been taken in accordance with the Power Sales Agreements, if applicable.

9. Miscellaneous Provisions. The miscellaneous provisions are as follows:

9.1 This Consent shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor, the Bank and Idaho Power. The obligations of Idaho Power hereunder shall terminate upon payment in full of the Guaranteed Obligations (as that term is defined in the Secured Guaranty between the Assignor and the Bank).

9.2 No amendment or waiver of any provision of this Consent shall be effective unless the amendment or waiver shall be in writing and signed by the parties hereto, and then such amendment or waiver shall be effective only in the

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JUL 19 1994

specific instance or for the specific purpose for which it was given.

9.3 If any party files an action against the others to interpret or enforce the terms of this Consent, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs whether or not such action is prosecuted to final judgment.

9.4 This Consent shall be governed by, and construed in accordance with, the laws of the state of Idaho and, the parties expressly consent and agree to jurisdiction and venue in Ada County, State of Idaho, for any litigation arising out of this Consent or the Assigned Agreements.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent as of the date first above written.

IDAHO POWER COMPANY

By C. E. Baird
Its Sr. Vice President

THE FUJI BANK, LIMITED

By [Signature]
Its T. G. M.

Address:

333 South Grand Avenue, Suite 2500
Los Angeles, California 90071
Attention: Project Finance Group

(SIGNATURES CONTINUED ON THE FOLLOWING PAGE)

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BP HYDRO ASSOCIATES,
an Idaho general partnership

By: BONNEVILLE PACIFIC CORPORATION,
a Delaware corporation
Its General Partner

By: Todd J. Stevens
Name: TODD J. STEVENS
Title: TREASURER

By: TET ENERGY INC.,
an Idaho corporation
Its General Partner

By: Jan Magrane
Name: Jan Magrane
Title: Vice President

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STATE OF California)
COUNTY OF Los Angeles) ss.

On this 22nd day of August, 1990, before me,
the undersigned, a notary public,
personally appeared Todd J. Stevens, known or
identified to me to be the Treasurer of
BONNEVILLE PACIFIC CORPORATION, a general partner of BP Hydro
Associates ("Partnership"), that executed the above instrument
or the person who executed the instrument on behalf of the
Partnership and acknowledged to me that such Partnership
executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 19 91

STATE OF California)
COUNTY OF Los Angeles) ss.

On this 22nd day of August, 1990, before me,
the undersigned, a notary public,
personally appeared San Magrane, known or
identified to me to be the Vice President of TET
ENERGY INC., a general partner of BP Hydro Associates
("Partnership"), that executed the above instrument or the
person who executed the instrument on behalf of the Partnership
and acknowledged to me that such Partnership executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 19 91

NOTARY PUBLIC

STATE OF Idaho)
COUNTY OF Ada) ss.

On this 14th day of August, 1990, before me,
B V Schauffelberger, a notary public,
personally appeared J C Bissell, known or
identified to me to be the Sr Vice President of IDAHO
POWER COMPANY, an Idaho corporation ("Company"), that executed
the above instrument or the person who executed the instrument
on behalf of the Company and acknowledged to me that such
Company executed the same.

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

B V Schauffelberger
Notary Public
Residing at Boise, Idaho
My commission expires July 27, 1993

NOTARY PUBLIC

JUL 19 1994

STATE OF

California

COUNTY OF

Los Angeles

ss.

On this 22nd day of August, 1990, before me,
The undersigned, a notary public,
personally appeared Ken Tanaka, known or
identified to me to be the Joint General Manager of THE FUJI
BANK, LIMITED ("Bank"), that executed the above instrument or
the person who executed the instrument on behalf of the Bank and
acknowledged to me that such Bank executed the same.

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



[Signature]
Notary Public

Residing at

Los Angeles, Ca

My commission expires 5/22, 19 91

MADE IN U.S.A.

EXHIBIT A

Dietrich Drop Project
Lower Low Line Project
Rock Creek II Project

LIST OF ASSIGNED AGREEMENTS

ROCK CREEK II

1. Firm Energy Sales Agreement dated July 13, 1987 by and between Bonneville Pacific Corporation and Idaho Power Company.
2. First Amendment to Firm Energy Sales Agreement dated September 20, 1988 between Bonneville Pacific Corporation and Idaho Power Company.
3. Maintenance Escrow Account Agreement dated December 22, 1988 between Bonneville Pacific Corporation, First Interstate Bank of Idaho, N.A. and Idaho Power Company.
4. Low Water Escrow Agreement dated December 23, 1988, between Bonneville Pacific Corporation, First Interstate Bank of Idaho, N.A. and Idaho Power Company.

LOWER LOW LINE PROJECT

1. Firm Energy Sales Agreement dated September 12, 1986 between Bonneville Pacific Corporation and Idaho Power Company.

DIETRICH DROP PROJECT

1. Firm Energy Sales Agreement dated July 13, 1987 by and between Idaho Power Company and Bonneville Pacific Corporation.
2. First Amendment to Firm Energy Sales Agreement dated August 4, 1988 between Bonneville Pacific Corporation and Idaho Power Company.

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3. Low Water Insurance Agreement dated October 19, 1988, by and between Bonneville Pacific Corporation, First Interstate Bank of Idaho, N.A. and Idaho Power Company.

4. Maintenance Escrow Account Agreement dated October 19, 1988, between Idaho Power Company, Bonneville Pacific Corporation and First Interstate Bank of Idaho, N.A.

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EXHIBIT B

Dietrich Drop Project
Lower Low Line Project
Rock Creek II Project

LIST OF IDAHO POWER SUBORDINATED DEBT AGREEMENTS

Mortgages

Dietrich Drop Project

Jurisdiction: Lincoln County, Idaho. Combination Second Mortgage, Security Agreement and Fixture Financing Statement between Bonneville Pacific Corporation and Idaho Power Company dated as of October 31, 1988, recorded as Instrument No. 152680 on December 22, 1988 in the County Recorder's Office of Lincoln County Idaho.

Rock Creek II Project

Jurisdiction: Twin Falls County, Idaho. Combination Mortgage, Security Agreement and Fixture Financing Statement between Bonneville Pacific Corporation and Idaho Power Company dated as of September 22, 1988, recorded as Instrument No. 952296 on March 13, 1989 in the County Recorder's Office of Twin Falls County, Idaho. The Legal Description is attached hereto as Exhibit C.

UCC - SECURITY INTEREST FILINGS

Rock Creek II Project

Jurisdiction: Idaho Secretary of State

Debtor: Bonneville Pacific Corporation

File No.: 354205

Date: 3/13/89

Secured Party: Idaho Power Company

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Jurisdiction: Twin Falls County, Idaho

Debtor: Bonneville Pacific Corporation

File No.: 952297 - 7001

Date: 3/13/89

Secured Party: Idaho Power Company

Dietrich Drop Project

Jurisdiction: Idaho Secretary of State

Debtor: Bonneville Pacific Corporation

File No: 344976

Date: 12/29/88

Secured Party: Idaho Power Company

Jurisdiction: Lincoln County, Idaho

Debtor: Bonneville Pacific Corporation

File No.: 152680 - Mortgage Records

Date: 12/22/88

Secured Party: Idaho Power Company

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JUL 19 1994

SENT BY:Xerox Telecopier 7020 ; 8-23-90 ;11:41AM ;

Machine #3-208 343 4898

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Water Permits

Dietrich Drop Project

Collateral Assignment of Agreements dated as of October 24, 1988 between Bonneville Pacific Corporation and Pacific Hydro, Inc., as predecessors in interest to BP Hydro Associates, and Idaho Power Company, as amended, with respect to, among other things, Water Permit Nos. 01-7022 and 01-7058.

Rock Creek II Project

Collateral Assignment of Agreements dated as of December 22, 1988 between Bonneville Pacific Corporation, as predecessor in interest to BP Hydro Associates, and Idaho Power Company, as amended, with respect to, among other things, Water Permit No. 47-7771

MADE IN U.S.A.

JUL 19 1994

Exhibit C

Legal Description of the
Rock Creek II Project

PARCEL A:

A strip of land 150 feet wide lying adjacent with and 75 feet left and 75 feet right of the approximate centerline of an access road lying in the NW 1/4 NW 1/4, Section 25, T.9 S., R.16 E., B.M., Twin Falls County, Idaho and more particularly described as follows:

Beginning at the Northwest corner of said Section 25, said point also lies North 00 deg. 04'51" West 2639.14 feet from the West quarter corner of said Section 25;
thence South 54 deg. 08'26" East, 778.47 feet to the approximate centerline of the access road,
said point being the REAL POINT OF BEGINNING;
thence South 00 deg. 00'00" West, 170.00 feet;
thence North 82 deg. 07'51" East, 375.95 feet;
thence South 30 deg. 12'56" East, 302.04 feet;
thence South 44 deg. 53'59" West, 403.76 feet;
thence South 00 deg. 00'00" West, 197.36 feet, to the South boundary of the NW 1/4 NW 1/4 of said Section 25, which is the POINT OF ENDING of the above described easement.

PARCEL B:

A strip of land 100 feet wide lying adjacent with and 50 left and 50 feet right of the approximate centerline of an access road lying in the SE 1/4 NW 1/4, Section 25, T.9 S., R.16 E., B.M., Twin Falls County, Idaho and more particularly described as follows:

Beginning at the Northwest corner of said Section 25, said point also lies North 00 deg. 04'51" West, 2639.14 feet from the West quarter corner of said Section 25;
thence South 32 deg. 03'04" East, 2434.64 feet to the centerline of the access road, said point being the REAL POINT OF BEGINNING.
thence South 43 deg. 34'36" East, 190.505 feet;
thence South 87 deg. 07'24" East, 199.251 feet;
thence North 59 deg. 37'15" East, 302.539 feet;
thence South 77 deg. 55'56" East, 148.277 feet;
thence South 48 deg. 29'33" East, 150.894 feet to the POINT OF ENDING of the above described easement.

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Exhibit C
continued

PARCEL C:

A strip of land 150 feet wide lying adjacent with and 50 feet right and 100 feet left of the approximate centerline of an access road lying in the SE 1/4 NW 1/4, Section 25, T.9 S., R.16 E., B.M., Twin Falls County, Idaho, and more particularly described as follows:

Beginning at the Northwest corner of said Section 25, said point also lies North 00 deg. 04'51" West, 2639.14 feet from the West Quarter corner of said Section 25;
thence South 44 deg. 21'43" East, 3062.58 feet to the centerline of the access road, said point being the REAL POINT OF BEGINNING.
thence South 20 deg. 14'37" East, 150.283 feet;
thence South 20 deg. 15'12" East, 199.324 feet;
thence South 31 deg. 01'56" East, 141.144 feet to the POINT OF ENDING of the above described easement

PARCEL D:

All that land lying below the rim of Rock Creek Canyon located in the Southwest quarter of the Northwest quarter (SW 1/4 NW 1/4), Section 25, Township 9 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

Commencing at the West quarter corner of Section 25, said point lies South 00 deg. 04'51" East, 2639.13 feet from the Northwest corner of Section 25;
thence North 29 deg. 46'00" East, 1520.80 feet to the REAL POINT OF BEGINNING.
thence North 89 deg. 57'25" East, 397.00 feet;
thence South 34 deg. 05'56" East, 241.40 feet;
thence South 00 deg. 05'46" East, 640.00 feet;
thence North 32 deg. 25'42" West, 994.71 feet;
to the REAL POINT OF BEGINNING.

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Exhibit C
continued

PARCEL E:

A leasehold easement for an access road and a transmission line over and across:

(1) An easement for a transmission line 50 feet in width over and across Lots 12 and 19 of Section 23, Township 9 South, Range 16 East, B.M., and Lots 10, 11 and 15 of Section 24, Township 9 South, Range 16 East, B.M., and the NW 1/4 NW 1/4 of Section 25, Township 9 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the corner common to said Sections 23, 24, 25 and 26;
thence South 59 deg. 26'59" East a distance of 1131.56 feet to the South end of said easement and the True Point of Beginning;
thence North 68 deg. 49'07" West a distance of 375.98 feet;
thence North 33 deg. 55'57" West a distance of 306.41 feet;
thence North 10 deg. 36'01" West a distance of 290.48 feet;
thence North 7 deg. 50'09" East a distance of 320.26 feet;
thence North 8 deg. 45'00" East a distance of 891.57 feet;
thence North 35 deg. 27'48" West a distance of 1435.59 feet;
thence North 10 deg. 07'17" East a distance of 492.67 feet;
thence North 32 deg. 50'12" West a distance of 803.94 feet to the north end of said easement which point bears North 31 deg. 13'49" Wst a distance of 1158.30 feet from the Quarter corner common to said Sections 23 and 24.

(2) An easement for an access road over and across NW 1/4 NW 1/4 of Section 25, Lots 14 and 15 and NE 1/4 SE 1/4 of Section 24, Township 9 South, Range 16 East, B.M., and Lots 10, 11, and 12 of Section 19, SW 1/4 NE 1/4 of Section 30, and SW 1/4 NE 1/4 of Section 29, Township 9 South, Range 17 East, B.M.

(3) A non-exclusive non-possessory right of way for an existing road 30 feet in width as described in the grant of right of way by the United States Bureau of Land Management under Serial No. 20094, covering the following described federal lands:

Lot 5 of Section 24, Township 9 South, Range 16 East, B.M., and Lots 10 and 12 of Section 30, Township 9 South, Range 17 East, B.M.

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Exhibit C
continued

(4) A non-exclusive easement for an access road 50 feet in width as granted by the State of Idaho, State Board of Land Commissioners as State of Idaho Easement No. 5335 being described as:

(1) A strip of land 50 feet in width, being twenty-five feet on each side of the following described centerline as it crosses the SE 1/4 NE 1/4 of Section 30 and the SW 1/4 NW 1/4 of Section 29, both in Township 9 South, Range 17 East, B.M.:

Commencing at the southwest section corner of Section 29, Township 9 South, Range 17 East, B.M.;
thence North 0 deg. 09'33" West 2,637.69 feet along the West boundary of said Section 29 to the West one-quarter corner of said Section 29;
thence South 89 deg. 58'15" East 745.63 feet along the South boundary for the SW 1/4 NW 1/4 of said Section 29 to a point, said point being the REAL POINT OF BEGINNING;

thence North 63 deg. 17'22" West 218.18 feet;
thence North 58 deg. 02'43" West 289.00 feet;
thence North 52 deg. 56'41" West 159.01 feet;
thence North 61 deg. 02'36" West 429.41 feet;
thence North 64 deg. 28'09" West 553.29 feet;
thence North 49 deg. 58'15" West 493.85 feet;
thence North 61 deg. 33'52" West 268.79 feet to a point on the western boundary of the SE 1/4 NE 1/4 of Section 30, said point being the terminus of said centerline.

(2) A strip of land fifty feet wide, being twenty-five feet on each side of the following described centerline as it crosses the NE 1/4 SW 1/4 of Section 29, Township 9 South, Range 17 East, B.M.:

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Exhibit C
continued

Commencing at the south 1/4 corner of Section 29,
Township 9 South, Range 17 East, B.M.;
thence North 0 deg. 07'21" West 1,318.33 feet
along the eastern boundary of the SE 1/4 SW 1/4
of said Section 29;
thence North 89 deg. 58'55" West 79.13 feet along
the southern boundary of the NE 1/4 SW 1/4 of said
Section 29 to a point, said point being the REAL
POINT OF BEGINNING;
thence North 44 deg. 02'33" West 215.58 feet;
thence North 55 deg. 48'15" West 311.45 feet;
thence North 68 deg. 08'17" West 601.31 feet;
thence North 49 deg. 01'47" West 381.94 feet to a
point on the western boundary of the NE 1/4 SW 1/4
of Section 29, said point being the terminus of
said centerline and easement.

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WATER PERMIT NOS.

47-7771

01-7022

01-7058

01-7063

ASSIGNMENT AND TRUST AGREEMENT

THIS ASSIGNMENT AND TRUST AGREEMENT dated as of August 22, 1990 (this "Assignment"), is made by and among BP HYDRO ASSOCIATES, an Idaho general partnership (the "Assignor"), having its principal office at 257 East 200 South, Suite 800, Salt Lake City, Utah 84111, STEWART TITLE OF IDAHO, INC., an Idaho corporation (the "Trustee"), having an office at 1412 West Idaho Street, Boise, Idaho 83702, and THE FUJI BANK, LIMITED, acting through its Los Angeles Agency (the "Bank"), having an office at 333 South Grand Avenue, Los Angeles, California 90071.

R E C I T A L S

A. BP Hydro Finance Partnership, an Idaho general partnership in which the Assignor is a general partner (the "Borrower"), and the Bank have entered into a Credit Agreement dated as of the date hereof (the "Credit Agreement"), pursuant to which the Bank has agreed to make a loan to the Borrower in an aggregate principal amount of Fifteen Million Seven Hundred Fifty Thousand Dollars (\$15,750,000.00), a portion of the proceeds of which will be loaned by the Borrower to the Assignor to enable the Assignor to repay certain loans made by Norwest Bank Minnesota, National Association, successor in interest to Norwest Bank Minneapolis, National Association, and as agent for certain other banks (collectively, the "Construction Lenders"), pursuant to a Credit Agreement dated as of December 17, 1987, as amended by a First Amendment to Credit Agreement dated September 1, 1988, and as supplemented and modified by a Project Lending Agreement dated as of April 20, 1988, and by a Project Lending Agreement dated as of September 22, 1988, among Bonneville Pacific Corporation, a Delaware corporation and a general partner of the Assignor ("BPC"), as predecessor in interest to the Assignor, and the Construction Lenders (such Credit Agreement, as amended and as supplemented and modified by such Project Lending Agreements, being hereinafter called the "Construction Loan Agreement"), to finance the construction of certain hydroelectric power plants known as (i) the Rock Creek II Hydroelectric Project in Twin Falls County, Idaho ("Rock Creek II"), (ii) the Dietrich Drop Hydroelectric Project in Lincoln County, Idaho ("Dietrich") and (iii) the Lower Low Line Hydroelectric Project in Twin Falls

RECORDED
INDEXED

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County, Idaho ("Lower Low Line") (Rock Creek II, Dietrich and Lower Low Line being referred to herein individually as a "Project" and collectively as the "Projects").

B. As an inducement to the Bank to make the loan to the Borrower under the Credit Agreement and to the Borrower to lend a portion of the proceeds therefrom to the Assignor, the Assignor has executed a Secured Guaranty dated as of the date hereof (the "Guaranty") in favor of the Bank to guarantee the punctual performance and payment of each and every obligation of the Borrower to the Bank under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) to which it is a party.

C. Charles D. Howard ("Howard") has filed with the Department of Water Resources of the State of Idaho (the "Department") an Application for Permit to Appropriate Public Waters No. 47-7771, and the Department approved such application on September 15, 1982, a copy of which application as so approved is attached hereto as Exhibit A (the approval for such application being hereinafter called the "Rock Creek II Permit").

D. Pursuant to an Assignment of Permit dated April 7, 1987, Howard assigned to Rock Creek Hydropower, Inc. ("Rock Creek") its entire right, title and interest in and to the Rock Creek II Permit, a copy of which Assignment is attached hereto as Exhibit B.

E. The Department has approved the assignment referred to in Recital D above, a copy of which approval is attached hereto as Exhibit C.

F. Pursuant to an Assignment of Permit dated September 24, 1987, Rock Creek assigned to BPC its entire right, title and interest in and to the Rock Creek II Permit, a copy of which Assignment is attached hereto as Exhibit D.

G. The Department has approved the assignment referred to in Recital F above, a copy of which approval is attached hereto as Exhibit E.

H. Pursuant to an Assignment and Trust Agreement dated as of September 22, 1988 (the "Rock Creek Construction Assignment"), among BPC, the Trustee and the Construction Lenders, BPC assigned to the Trustee, as trustee for the benefit of the Construction Lenders, all BPC's right, title and interest in and to the Rock Creek II Permit as collateral security for the performance and payment of all the obligations of BPC to the Construction Lenders under the Construction Loan Agreement, a copy of which Rock Creek Construction Assignment is attached hereto as Exhibit F.

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I. The Department has approved the Rock Creek Construction Assignment, a copy of which approval is attached hereto as Exhibit G.

J. Pursuant to an Assignment Agreement and Bill of Sale -- Rock Creek II Hydroelectric Project dated April 20, 1989, BPC assigned to the Assignor its entire right, title and interest in and to the Rock Creek II Permit, subject to the security interest therein granted to the Trustee, as trustee for the benefit of the Construction Lenders, pursuant to the Rock Creek Construction Assignment, a copy of which Assignment Agreement and Bill of Sale is attached hereto as Exhibit H.

K. The Department has approved the assignment referred to in Recital J above, a copy of which approval is attached hereto as Exhibit I.

L. American Falls Reservoir No. 2 (the "District") has filed with the Department (i) an Application for Permit to Appropriate Public Waters No. 01-7022, and the Department approved such application on March 15, 1984 and (ii) an Application for Permit to Appropriate Public Waters No. 01-7058, and the Department approved such application on April 26, 1988, copies of which applications as so approved are attached hereto as Exhibits J and K, respectively (the approvals for such applications being hereinafter collectively called the "Dietrich Permits").

M. Pursuant to an Assignment of Permits dated November 3, 1986, the District assigned to Big Wood Canal Company ("Big Wood") its entire right, title and interest in and to the Dietrich Permits, a copy of which Assignment is attached hereto as Exhibit L.

N. Pursuant to an Assignment of Permits dated April 25, 1988, Big Wood assigned to BPC its entire right, title and interest in and to the Dietrich Permits, a copy of which Assignment is attached hereto as Exhibit M.

O. The Department has approved the assignments referred to in Recitals M and N above, copies of which approvals are attached hereto as Exhibits N and O, respectively.

P. Pursuant to an Assignment and Trust Agreement dated as of April 20, 1988 (the "Dietrich Construction Assignment"), among BPC, the Trustee and the Construction Lenders, BPC assigned to the Trustee, as trustee for the benefit of the Construction Lenders, all of BPC's right, title and interest in and to the Dietrich Permits as collateral security for the performance and payment of all the obligations of BPC to

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the Construction Lenders under the Construction Loan Agreement, a copy of which Dietrich Construction Assignment is attached hereto as Exhibit P.

Q. The Department has approved the Dietrich Construction Assignment, a copy of which approval is attached hereto as Exhibit Q.

R. Pursuant to an Assignment Agreement and Bill of Sale -- Dietrich Drop Hydroelectric Project dated April 20, 1989, BPC assigned to the Assignor its entire right, title and interest in and to the Dietrich Permits, subject to the security interest therein granted to the Trustee, as trustee for the benefit of the Construction Lenders, pursuant to the Dietrich Construction Assignment, a copy of which Assignment Agreement and Bill of Sale is attached hereto as Exhibit R.

S. The Department has approved the assignment referred to in Recital R above, a copy of which approval is attached hereto as Exhibit S.

T. Twin Falls Canal Company ("Twin Falls") has filed with the Department an Application for Permit to Appropriate Public Waters No. 01-7063, and the Department approved such application on December 7, 1983, a copy of which application as so approved is attached hereto as Exhibit T (the approval for such application being hereinafter called the "Lower Low Line Permit").

U. Pursuant to an Assignment of Permit dated May 18, 1987, Twin Falls assigned to BPC its entire right, title and interest in and to the Lower Low Line Permit, a copy of which Assignment is attached hereto as Exhibit U.

V. Pursuant to an Assignment Agreement and Bill of Sale -- Lower Low Line Hydroelectric Project dated April 20, 1989, BPC assigned to the Assignor its entire right, title and interest in and to the Lower Low Line Permit, a copy of which Assignment is attached hereto as Exhibit V.

W. The Department has approved the assignments referred to in Recitals U and V above, copies of which approvals are attached hereto as Exhibits W and X, respectively.

X. The Rock Creek II Permit, the Dietrich Permits and the Lower Low Line Permit are referred to herein individually as a "Permit" and collectively as the "Permits", and the Rock Creek Construction Assignment and the Dietrich Construction Assignment are referred to herein collectively as the "Construction Assignments".

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Y. As a condition to making the loan under the Credit Agreement, the Bank requires that the Trustee and the Construction Lenders release the collateral assignment of the Rock Creek II Permit and the Dietrich Permits under the Construction Assignments pursuant to a Release dated as of the date hereof (the "Release"), among BPC, the Assignor, the Trustee and the Construction Lenders, a copy of which Release is attached hereto as Exhibit Y, and that this Assignment be executed and delivered to the Trustee, as trustee for the benefit of the Bank.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby represents and warrants to the Bank that:

(a) the Recitals are true and correct; and

(b) the Assignor is the lawful owner of the rights and interests granted pursuant to the Permits; the Permits are in full force and effect and have not been amended or modified; and the Assignor has not transferred, assigned or conveyed, or granted a security interest in, its rights and interests under the Permits to any person other than a first priority security interest therein to the Trustee pursuant to the Construction Assignments, which Construction Assignments shall be terminated pursuant to the Release, and a second and subordinate security interest therein to Idaho Power Company.

2. Subject to and specifically conditioned upon the execution and delivery of the Release and the written approval of the Release and of this Assignment by the Department, the Assignor hereby grants and assigns to the Trustee, as trustee for the benefit of the Bank, a first priority security interest in all the Assignor's right, title and interest in and to the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Bank arising under the Guaranty.

3. This Assignment is an assignment only of all right, title and interest of the Assignor in and to the Permits, and the Assignor covenants and agrees with the Trustee faithfully to perform, observe and comply with all obligations of the Assignor under the Permits and with all limitations and conditions imposed under the Permits, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Bank be deemed to have assumed any of the obligations of the Assignor

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under or with respect to the Permits, unless and until the Bank has given the Assignor written notice that the Bank has affirmatively assumed such obligations as the result of an event of default existing under the Guaranty (a "Default") and of the enforcement of the rights and remedies of the Trustee under this Assignment.

4. The Assignor agrees that it will not cancel, terminate, modify or amend the Permits or surrender any of its water rights granted under the Permits and will not further assign the Permits to any party, without in each instance the prior written consent of the Bank. The Assignor further agrees that it shall deliver to the Trustee or the Bank copies of all written agreements, correspondence and memoranda between the Assignor and the Department relating to the Permits and any water license issued by the Department to replace any Permit as the Trustee or the Bank may from time to time request.

5. Upon the occurrence of any Default, the Trustee, at the request of the Bank, may without notice or demand and with or without entry upon the site of any Project or Projects, at its option, take over and enjoy the benefits of any Permit or Permits to the same extent as the Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Bank under the Guaranties or under any other instrument securing the performance and payment of the obligations under the Credit Agreement or other Loan Documents. In addition, upon the occurrence of a Default, the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Assignor at least 10 days prior to the intended disposition or other intended action.

6. The Trustee shall hold all right, title and interest in and to the Permits for the benefit of the Bank subject to the limitations under this Assignment, pending issuance by the Department of a water license to replace each Permit. Any water license issued to replace any Permit shall be issued to the Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all the Assignor's right, title and interest in and to any such water license as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Bank arising under the Guaranty, and the rights and remedies of the Trustee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Permits. In the event that any water license shall be issued to the

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Trustee instead of to the Assignor, the Trustee shall take all necessary steps to transfer ownership of such water license to the Assignor as promptly as possible, subject to the terms of this Assignment. In addition, the Assignor shall execute, acknowledge and deliver to the Trustee, from time to time as requested by the Trustee, such other documents as shall be necessary or advisable in connection with the rights and remedies of the Trustee granted or provided for by this Assignment and to confirm the rights created or now or hereafter intended to be created under this Assignment, to protect and further the validity, priority and enforceability of this Assignment, to subject to this Assignment any property or rights intended by the terms hereof to be covered by this Assignment, or otherwise to carry out the purposes hereof and the transactions contemplated hereunder.

7. The Assignor agrees to indemnify and to hold the Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making the Trustee a mortgagee in possession or as constituting a waiver or suspension by the Bank of its right to enforce performance of the obligations under the terms of the Credit Agreement or the Guaranty. The Trustee is not the agent, partner or joint venturer of either the Assignor or the Department.

9. The Bank hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee (i) may consult with legal counsel and other experts selected by it and shall not be

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liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts, (ii) shall incur no liability under or in respect of this Assignment by acting upon any notice, certificate or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties, (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor under this Assignment or to determine whether a Default has occurred and (iv) shall not be responsible to the Bank for the due execution, legality, validity, enforceability, sufficiency or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

11. The Bank agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Bank shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least 90 days prior written notice thereof to the Bank and the Assignor and may be removed at any time with or without cause by the Bank. Upon any such resignation or removal, the Bank shall have the right to appoint a successor trustee. If no successor trustee shall have been so appointed by the Bank and shall have accepted such appointment within 60 days after the retiring Trustee's giving of notice of resignation or the removal of the retiring Trustee, as the case may be, then the retiring Trustee may, on behalf of the Bank, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the State of Idaho having its principal office in the State of Idaho and in the case of any bank having a combined capital and surplus of at least \$25,000,000. Upon acceptance of any appointment as trustee hereunder by a successor trustee, such successor trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Trustee, and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its

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benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

13. The Trustee acknowledges and agrees that it has made separate arrangements with the Assignor for the payment of its fees for serving as Trustee under this Assignment, and the Assignor agrees that such fees are its obligation to pay.

14. The Assignor agrees that it will execute such other instruments and documents as the Bank or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water license that replaces any Permit to the Trustee.

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

16. This Assignment can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of the Assignor indicated below:

BP Hydro Associates
c/o Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Attention: President

18. The Trustee shall release all collateral granted hereunder when all amounts outstanding under the Guaranty, the Credit Agreement and the other Loan Documents, including without limitation accrued and unpaid interest, have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by and construed in accordance with the laws of the State of Idaho.

MAILED

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

BP HYDRO ASSOCIATES,
An Idaho General Partnership

By: Bonneville Pacific
Corporation,
Its General Partner

By: Todd J. Stevens
Name: TODD J. STEVENS
Title: TREASURER

By: TET Energy Inc.,
Its General Partner

By: Jan Magrane
Name: Jan Magrane
Title: Vice President

STEWART TITLE OF IDAHO, INC.

By: Joan M. Hart
Name: Joan M. Hart
Title: Vice President

THE FUJI BANK, LIMITED
Los Angeles Agency

By: Ken Tanaka
Name: Ken Tanaka
Title: T M

RECORDED

JUL 19 1994

STATE OF California)
County of Los Angeles) ss.

On this 22nd day of August, 1990, before me,
the undersigned, a notary public, personally
appeared Todd J. Stevens, known or identified
to me to be the Treasurer of Bonneville Pacific
Corporation, a general partner of BP Hydro Associates
("Partnership") that executed the above instrument or the person
who executed the instrument on behalf of the Partnership and
acknowledged to me that such Partnership executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 1991

STATE OF California)
County of Los Angeles) ss.

On this 22nd day of August, 1990, before me,
the undersigned, a notary public, personally
appeared Jan Mamane, known or identified
to me to be the Vice President of TET Energy Inc., a
general partner of BP Hydro Associates ("Partnership") that
executed the above instrument or the person who executed the
instrument on behalf of the Partnership and acknowledged to me
that such Partnership executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 1991

NOTARY PUBLIC

STATE OF Idaho)
County of Ada) ss.

On this 23rd day of August, 1990, before me,
EDITH M. GRATTON, a notary public, personally
appeared JOAN M. HART, known or identified
to me to be the VICE PRESIDENT of Stewart Title of Idaho,
Inc. ("Corporation") that executed the above instrument or the
person who executed the instrument on behalf of the Corporation
and acknowledged to me that such Corporation executed the same.

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

[Signature]
Notary Public
Residing at Boise, Idaho
My commission expires 10-1, 1991

STATE OF California)
County of Los Angeles) ss.

On this 22nd day of August, 1990, before me,
The undersigned, a notary public, personally
appeared Ken Tanaka, known or identified to
me to be the Joint General Manager of The Fuji Bank, Limited, Los
Angeles Agency ("Bank") that executed the above instrument or the
person who executed the instrument on behalf of the Bank and
acknowledge to me that such Bank executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 1991

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WATER PERMIT NO. 63-10028
ASSIGNMENT AND TRUST AGREEMENT

THIS ASSIGNMENT AND TRUST AGREEMENT dated as of August 22, 1990 (this "Assignment"), is made by and among FULCRUM, INC., an Idaho corporation (the "Assignor"), having its principal office at 257 East 200 South, Suite 800, Salt Lake City, Utah 84111, STEWART TITLE OF IDAHO, INC., an Idaho corporation (the "Trustee"), having an office at 1412 West Idaho Street, Boise, Idaho 83702, and THE FUJI BANK, LIMITED, acting through its Los Angeles Agency (the "Bank"), having an office at 333 South Grand Avenue, Los Angeles, California 90071.

R E C I T A L S

A. BP Hydro Finance Partnership, an Idaho general partnership in which the Assignor is a general partner (the "Borrower"), and the Bank have entered into a Credit Agreement dated as of the date hereof (the "Credit Agreement"), pursuant to which the Bank has agreed to make a loan to the Borrower in an aggregate principal amount of Fifteen Million Seven Hundred Fifty Thousand Dollars (\$15,750,000.00), a portion of the proceeds of which will be loaned by the Borrower to the Assignor to enable the Assignor to repay a loan made by Norwest Bank Minnesota, National Association, successor in interest to Norwest Bank Minneapolis, National Association, and as agent for certain other banks (collectively, the "Construction Lenders"), pursuant to a Credit Agreement dated as of December 17, 1987, as amended by a First Amendment to Credit Agreement dated September 1, 1988, and as supplemented and modified by a Project Lending Agreement dated as of August 1, 1988, among Bonneville Pacific Corporation, a Delaware corporation and the parent company of the Assignor, the Assignor and the Construction Lenders (such Credit Agreement, as amended and as supplemented and modified by such Project Lending Agreement, being hereinafter called the "Construction Loan Agreement"), to finance the construction of a certain hydroelectric power plant known as the Barber Dam Hydroelectric Project in Ada County, Idaho (the "Project").

B. As an inducement to the Bank to make the loan to the Borrower under the Credit Agreement and to the Borrower to lend a portion of the proceeds therefrom to the Assignor, the Assignor has executed a Secured Guaranty dated as of the date hereof (the "Guaranty") in favor of the Bank to guarantee the punctual performance and payment of each and every obligation of the Borrower to the Bank under the Credit Agreement and the other

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Loan Documents (as defined in the Credit Agreement) to which it is a party.

C. Ada County, State of Idaho (the "County") has filed with the Department of Water Resources of the State of Idaho (the "Department") an Application for Permit to Appropriate Public Waters No. 63-10028, and the Department approved such application on November 30, 1987, a copy of which application as so approved is attached hereto as Exhibit A (the approval for such application being hereinafter called the "Permit").

D. Pursuant to an Agreement dated June 13, 1988, the County assigned to the Assignor its entire right, title and interest in and to the Permit, a copy of which Agreement is attached hereto as Exhibit B.

E. The Department has approved the assignment referred to in Recital D above, a copy of which approval is attached hereto as Exhibit C.

F. Pursuant to an Assignment and Trust Agreement dated as of August 1, 1988 (the "Construction Assignment"), among the Assignor, the Trustee and the Construction Lenders, the Assignor assigned to the Trustee, as trustee for the benefit of the Construction Lenders, all the Assignor's right, title and interest in and to the Permit as collateral security for the performance and payment of all the obligations of the Assignor to the Construction Lenders under the Construction Loan Agreement, a copy of which Construction Assignment is attached hereto as Exhibit D.

G. The Department has approved the Construction Assignment, a copy of which approval is attached hereto as Exhibit E.

H. As a condition to making the loan under the Credit Agreement, the Bank requires that the Trustee and the Construction Lenders release the collateral assignment of the Permit under the Construction Assignment pursuant to a Release dated as of the date hereof (the "Release"), among the Assignor, the Trustee and the Construction Lenders, a copy of which Release is attached hereto as Exhibit F, and that this Assignment be executed and delivered to the Trustee, as trustee for the benefit of the Bank.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. The Assignor hereby represents and warrants to the Bank that:

(a) the Recitals are true and correct; and

(b) the Assignor is the lawful owner of the rights and interests granted pursuant to the Permit; the Permit is in full force and effect and has not been amended or modified; and the Assignor has not transferred, assigned or conveyed, or granted a security interest in, its rights and interests under the Permit to any person other than a first priority security interest therein to the Trustee pursuant to the Construction Assignment, which Construction Assignment shall be terminated pursuant to the Release, and a second and subordinate security interest therein to Idaho Power Company.

2. Subject to and specifically conditioned upon the execution and delivery of the Release and the written approval of the Release and of this Assignment by the Department, the Assignor hereby grants and assigns to the Trustee, as trustee for the benefit of the Bank, a first priority security interest in all the Assignor's right, title and interest in and to the Permit and all amendments and supplements thereto. Such assignment is made as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Bank arising under the Guaranty.

3. This Assignment is an assignment only of all right, title and interest of the Assignor in and to the Permit, and the Assignor covenants and agrees with the Trustee faithfully to perform, observe and comply with all obligations of the Assignor under the Permit and with all limitations and conditions imposed under the Permit, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Bank be deemed to have assumed any of the obligations of the Assignor under or with respect to the Permit, unless and until the Bank has given the Assignor written notice that the Bank has affirmatively assumed such obligations as the result of an event of default existing under the Guaranty (a "Default") and of the enforcement of the rights and remedies of the Trustee under this Assignment.

4. The Assignor agrees that it will not cancel, terminate, modify or amend the Permit or surrender any of its water rights granted under the Permit and will not further assign the Permit to any party, without in each instance the prior written consent of the Bank. The Assignor further agrees that it shall deliver to the Trustee or the Bank copies of all written agreements, correspondence and memoranda between the Assignor and the Department relating to the Permit and any water license

issued by the Department to replace the Permit as the Trustee or the Bank may from time to time request.

5. Upon the occurrence of any Default, the Trustee, at the request of the Bank, may without notice or demand and with or without entry upon the site of the Project, at its option, take over and enjoy the benefits of the Permit to the same extent as the Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Bank under the Guaranties or under any other instrument securing the performance and payment of the obligations under the Credit Agreement or other Loan Documents. In addition, upon the occurrence of a Default, the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Assignor at least 10 days prior to the intended disposition or other intended action.

6. The Trustee shall hold all right, title and interest in and to the Permit for the benefit of the Bank subject to the limitations under this Assignment, pending issuance by the Department of a water license to replace the Permit. Any water license issued to replace the Permit shall be issued to the Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all the Assignor's right, title and interest in and to any such water license as collateral security for the punctual performance and payment of each and every obligation of the Assignor to the Bank arising under the Guaranty, and the rights and remedies of the Trustee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Permit. In the event that any water license shall be issued to the Trustee instead of to the Assignor, the Trustee shall take all necessary steps to transfer ownership of such water license to the Assignor as promptly as possible, subject to the terms of this Assignment. In addition, the Assignor shall execute, acknowledge and deliver to the Trustee, from time to time as requested by the Trustee, such other documents as shall be necessary or advisable in connection with the rights and remedies of the Trustee granted or provided for by this Assignment and to confirm the rights created or now or hereafter intended to be created under this Assignment, to protect and further the validity, priority and enforceability of this Assignment, to subject to this Assignment any property or rights intended by the terms hereof to be covered by this Assignment, or otherwise to carry out the purposes hereof and the transactions contemplated hereunder.

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7. The Assignor agrees to indemnify and to hold the Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making the Trustee a mortgagee in possession or as constituting a waiver or suspension by the Bank of its right to enforce performance of the obligations under the terms of the Credit Agreement or the Guaranty. The Trustee is not the agent, partner or joint venturer of either the Assignor or the Department.

9. The Bank hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee (i) may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts, (ii) shall incur no liability under or in respect of this Assignment by acting upon any notice, certificate or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties, (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor under this Assignment or to determine whether a Default has occurred and (iv) shall not be responsible to the Bank for the due execution, legality, validity, enforceability, sufficiency or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

11. The Bank agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) from and

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against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment; provided, however, that the Bank shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least 90 days prior written notice thereof to the Bank and the Assignor and may be removed at any time with or without cause by the Bank. Upon any such resignation or removal, the Bank shall have the right to appoint a successor trustee. If no successor trustee shall have been so appointed by the Bank and shall have accepted such appointment within 60 days after the retiring Trustee's giving of notice of resignation or the removal of the retiring Trustee, as the case may be, then the retiring Trustee may, on behalf of the Bank, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the State of Idaho having its principal office in the State of Idaho and in the case of any bank having a combined capital and surplus of at least \$25,000,000. Upon acceptance of any appointment as trustee hereunder by a successor trustee, such successor trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Trustee, and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

13. The Trustee acknowledges and agrees that it has made separate arrangements with the Assignor for the payment of its fees for serving as Trustee under this Assignment, and the Assignor agrees that such fees are its obligation to pay.

14. The Assignor agrees that it will execute such other instruments and documents as the Bank or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water license that replaces the Permit to the Trustee.

MADE 11 17

JUL 19 1994

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

16. This Assignment can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of the Assignor indicated below:

Fulcrum, Inc.
c/o Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Attention: President

18. The Trustee shall release all collateral granted hereunder when all amounts outstanding under the Guaranty, the Credit Agreement and the other Loan Documents, including without limitation accrued and unpaid interest, have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

FULCRUM, INC.

By: Todd J. Stevens

Name: TODD J. STEVENS

Title: ASSISTANT TREASURER

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JUL 19 1994

STEWART TITLE OF IDAHO, INC.

By: Joan M. Hart

Name: Joan M. Hart

Title: Vice President

THE FUJI BANK, LIMITED
Los Angeles Agency

By: K. Tanaka

Name: Kan. Tanaka

Title: J. G. M.

RECORDED

STATE OF California)
County of Los Angeles) ss.

On this 22nd day of August, 1990, before me,
the undersigned, a notary public, personally
appeared Todd J. Stevens, known or identified
to me to be the Assistant Treasurer of Fulcrum, Inc.
("Corporation") that executed the above instrument or the person
who executed the instrument on behalf of the Corporation and
acknowledged to me that such Corporation executed the same.

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



[Signature]
Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 1991

STATE OF Idaho)
County of Ada) ss.

On this 23rd day of August, 1990, before me,
EDITH M. GRAYSON, a notary public, personally
appeared JOAN M. HART, known or identified
to me to be the VICE PRESIDENT of Stewart Title of Idaho,
Inc. ("Corporation") that executed the above instrument or the
person who executed the instrument on behalf of the Corporation
and acknowledged to me that such Corporation executed the same.

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

[Signature]
Notary Public
Residing at Boise Idaho
My commission expires 10-1, 1991

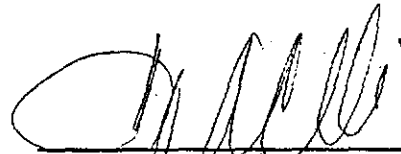
MICROFILMED

STATE OF California)
County of Los Angeles) ss.

On this 22nd day of August, 1990, before me,
The undersigned a notary public, personally
appeared Ken Tanaka, known or identified to
me to be the Joint General Manager of The Fuji Bank, Limited, Los
Angeles Agency ("Bank") that executed the above instrument or the
person who executed the instrument on behalf of the Bank and
acknowledge to me that such Bank executed the same.

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




Notary Public
Residing at Los Angeles, Ca
My commission expires 5/22, 1991

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JUL 19 1994

#01-7058

52 FERC 62,012

2

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Bonneville Pacific Corporation
Big Wood Canal Company
BP Hydro Associates

Project No. 8909-011
Idaho

ORDER APPROVING TRANSFER OF LICENSE
(Issued July 9, 1990)

Bonneville Pacific Corporation and Big Wood Canal Company seek Commission approval to transfer their license for the Dietrich Drop Project to Big Wood Canal Company and BP Hydro Associates. The project is located on the Milner Gooding Canal in Lincoln County, Idaho. The purpose of the transfer is to obtain permanent financing for the project.

Bonneville Pacific Corporation and Big Wood Canal Company have fully complied with the terms of the license and agree to pay annual charges that have accrued to the date of the transfer. Big Wood Canal Company and BP Hydro Associates are qualified to hold the license and operate the property under license and agree to accept all of the terms and conditions of the license and to be bound by the license as if they were the original licensees.

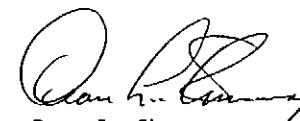
No comments, protests, or motions to intervene were filed in response to the public notice of the application to transfer the license. Transfer of the license for this project is consistent with the Commission's regulations and is in the public interest.

The Director orders:

(A) Transfer of the license for this project is approved.

(B) Approval of the transfer is contingent upon transfer of title of the properties under license and delivery of all license instruments to Big Wood Canal Company and BP Hydro Associates, which shall be subject to all terms and conditions of the license as though they were the original licensees. Big Wood Canal Company and BP Hydro Associates shall submit certified copies of all instruments of conveyance within 60 days from the date of this order.

(C) This order is issued under authority delegated to the Director and is final unless appealed to the Commission within 30 days from the date of this order. Big Wood Canal Company and BP Hydro Associates shall acknowledge acceptance of this order and its terms and conditions by signing and returning the attached acceptance sheet within 60 days from the date of this order.


Dean L. Shumway
Director, Division
of Project Review

RECEIVED
JUL 17 1990

Department of Water Resources

JUL 19 1994

DC-A-4

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission
(June 25, 1990)

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 Filing: Transfer of License
- b. Project No.: 8909-011
- c. Date Filed: June 21, 1990
- d. Applicant: Bonneville Pacific Corporation and Big Wood Canal Company (Transferors) and Big Wood Canal Company and BP Hydro Associates (Transferees)
- e. Name of Project: Dietrich Drop
- f. Location: On the Milner Gooding Canal in Lincoln County, Idaho
- g. Filed Pursuant to: Federal Power Act, 16 U.S.C. §791 (a)-825(r)
- h. Applicant Contact:

Bonneville Pacific Corporation and BP Hydro Associates	McNeill Watkins II Bishop, Cook, Purcell & Reynolds 1400 L Street, N.W. Washington, DC 20005 (202) 371-5785
Big Wood Canal Company	Cecil D. Hobday Hobday & Hobday 125 Fifth Avenue, West Gooding, ID 83330 (208) 934-4429
- i. Commission Contact: Mr. William Roy-Harrison
(202) 357-0845
- j. Comment Date: July 6, 1990
- k. Description of Proposed Action: On May 22, 1987, a major license was issued to Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company for the construction, operation, and maintenance of the Dietrich Drop Project, and on May 23, 1989, a transfer of the license was approved to the current Transferors. The proposed transfer will not result in any changes to the development. The Transferees accept all the terms and conditions of the license and agree to be bound thereby to the same extent as though they were the original licensee.
- l. This notice also consists of the following standard paragraphs: B and C.

JUL 19 1994



IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83707

September 22, 1989

RECEIVED
SEP 25 1989

Mr Gary Spackman, Manager
Water Right Permits Section
Department of Water Resources
Statehouse Mail
Boise, ID 83720

Department of Water Resources

RE: Your letter of February 21, 1989 - Secondary
Collateral Assignment for Water Permit Numbers
01-7022 and 01-7058 - Dietrich Drop Hydro Project

Dear Mr Spackman:

Per your request in the above reference letter, enclosed is a copy of the fully executed Collateral Assignment of Agreements for the Dietrich Drop Hydro Project Idaho Power Facility No. 31615106.

If you have any questions, please don't hesitate to contact me.

Sincerely,

John Ferree
Administrator of
Customer Generation

JF/ekg

enclosure

cc: B L Kline

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JUL 19 1994

COLLATERAL ASSIGNMENT
OF AGREEMENTS

THIS COLLATERAL ASSIGNMENT OF AGREEMENTS made as of the 24th day of October, 1988, by and between Bonneville Pacific Corporation (the "Company"), Pacific Hydro, Inc. ("Hydro" and the Company being together called "Assignors") and Idaho Power Company ("Assignee").

WHEREAS, the Company and Assignee entered into a Firm Energy Sales Agreement dated July 13, 1987 (the "Agreement") whereunder, in accordance with the terms and conditions thereof, the Company agreed to sell, and Assignee agreed to buy, certain electrical power generated by the Company's hydroelectric project located near Dietrich, Idaho (the "Facility"); and

WHEREAS, the Agreement was approved by the Idaho Public Utilities Commission (the "Commission") on July 27, 1987, Order No. 21360; and

WHEREAS, on or about August 5, 1988, the Company and Assignee entered into a First Amendment to Firm Energy Sales Agreement (the "First Amendment"), which First Amendment was approved by the Commission on August 9, 1988, and requires, among other things, that the Company grant a "Second Lien" in and to its rights, titles and interests in the Facility as security for the payment of liquidated damages in the amounts specified in the Agreement; and

WHEREAS, the Company has entered into certain contractual arrangements with Norwest Bank Minnesota, National Association, First Security Bank of Utah, N.A., Rainier National Bank, and Marquette Bank Minneapolis, N.A., (together "the Banks"), and Norwest Bank Minnesota, National Association, as Agent for Banks, and has granted to said Agent and Banks a first lien security interest in and to all the Company's rights, titles and interest in the Facility; and

WHEREAS, the Company desires hereby to grant to Assignee a security interest in and to all of its rights, titles and interest in and to the Facility subject only to the security interest previously granted to the Banks, and Assignee is willing to accept such grant as a conveyance complying with the terms and conditions of the First Amendment and Commission orders relating thereto.

ACCORDINGLY, in consideration of the foregoing the parties do hereby agree as follows:

1. Assignment. The Assignors hereby assign to Assignee, subject only to a prior assignment to the Banks, all of their respective rights, titles and interests whether now

JUL 19 1994

owned or hereafter acquired, in, to and under the following agreements:

- a. Assignment Agreement between the Company and Big Wood Canal Company dated as of December 18, 1987, a copy of which is attached hereto as Schedule I;
- b. Firm Energy Sales Agreement, Facility No. 31615106 between the Company and Assignee dated July 13, 1987, a copy of which is attached hereto as Schedule II;
- c. Construction Agreement between the Company, Hydro and Summit Construction Company dated January 21, 1988, as amended by First Amendment of Construction Agreement, dated as of March 23, 1988, copies of which are attached hereto as Schedule III; and
- d. Amended and Restated Engineering Agreement between the Company, Hydro and Bingham Engineering, Inc. dated January 29, 1988, as amended by a First Amendment of Amended and Restated Engineering Agreement dated as of March 23, 1988, copies of which are attached hereto as Schedule IV.
- e. Procurement Agreement between Hydro West Group, Inc. and Summit Construction Company, dated December 18, 1987, Summit Construction Company having assigned its rights, title, interest and obligations under such contract to Assignors pursuant to an Assignment Agreement dated January 13, 1988 and thereafter Hydro West Group, Inc. and Assignors having amended such contract by a First Amendment of Procurement Agreement dated March 23, 1988, copies of which documents are attached hereto as Schedule V.
- f. Application for Permit to Appropriate Public Water No. 01-7022 and Application for Permit to Appropriate Public Water No. 01-7058, as approved by the Idaho Department of Water Resources and as assigned to the Company, copies of which are attached hereto as composite Schedule VI.
- g. The Company's interest in and to the License granted by the Federal Energy Regulatory Commission dated May 22, 1987

JUL 19 1994

relating to the Facility, a copy of which is attached hereto as Schedule VII.

The assignments of the foregoing agreements permits and license (the "Documents") are made as collateral security for the payment and performance of all obligations of the Company under the Agreement as amended by the First Amendment.

2. No Assumption of Obligations or Duties of the Assignors. This Assignment is an assignment only of all right, title and interest of the Assignors in the Agreements, and the Assignors covenant and agree with Assignee to perform and observe all obligations of the Assignors under the Agreements as if this Assignment had not been made. The Assignors agree that Assignee does not assume any of the obligations or duties of the Assignors under or with respect to the Documents unless and until the Assignee shall have given the parties to the Documents written notice that it has affirmatively assumed such obligations and duties as the result of an event of default existing under the Agreement as modified by the First Amendment.

3. Representations, Warranties and Covenants of the Company. The Assignors represent and warrant to Assignee that the copies of the Documents attached hereto as Schedules I, II, III, IV V, VI and VII are true and correct copies thereof as in effect on the date hereof, that the Documents are in full force and effect, have not been amended or modified, have not been assigned by the Assignors, and no event has occurred as of the date hereof which with or without the passage of time or the giving of notice, or both, would constitute a default thereunder. The Assignors covenant and agree that no amendments or modifications of the Documents shall be effective without the prior written approval of the Assignee. The Assignors further covenant and agree that, so long as this Assignment is in effect, the Assignors will not terminate the Documents and will not assign, sell, pledge, mortgage or otherwise transfer or encumber their interest in the Documents, except for the collateral assignment effected hereby and except as approved by Assignee pursuant to the First Amendment.

4. Appointment of the Agent as Attorney-in-Fact. In the event of a Default and subject to the prior rights granted by Assignors to the Banks, the Assignors and each of them hereby irrevocably constitute and appoint the Assignee as its attorney-in-fact to demand, receive and enforce the respective rights and interests of the Assignors with respect to the Documents, and give appropriate receipts, releases and satisfactions for and on behalf of and in the name of the Assignors or either of them or, at the option of the Assignee in the name of the Assignee, with the same force and effect as the Assignors could do if this Assignment had not been made.

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JUL 19 1994

5. Effect of Assignment. This Assignment shall constitute a perfected, absolute and present assignment subject only to the prior perfected rights of the Banks; provided that the Assignee shall have no right under this Assignment to enforce the provisions of the Documents until there shall occur a default under the Agreement which has not been cured within the time and after giving notice as required under the Agreement ("Default"). Upon the occurrence of any such Default, the Assignee may, without affecting any of its rights or remedies against the Company under any other instrument, document or agreement, exercise its rights under this Assignment as attorney-in-fact of the Assignors in any manner permitted by law, and in addition, Assignee shall have the right to exercise and enforce any or all rights and remedies available after Default to a secured party under the applicable Uniform Commercial Code. If notice to the Assignors of any intended disposition of collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to the date of intended disposition or other action.

6. Costs and Expenses. The Company hereby agrees to pay all costs and expenses (including without limitation reasonable attorneys' fees) which Assignee may incur in exercising and enforcing any of its rights and remedies under this Assignment.

7. Successors and Assigns. Subject to the limitations on further assignment of the Documents by the Assignors contained herein, this Assignment shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. The Assignee may, in its absolute discretion, assign its right, title and interest in the Documents upon notice to the parties thereto and to the Banks, but without any requirements for the consent of the Assignors.

8. Amendment. This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Assignee. A waiver signed by the Assignee shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Assignee hereunder. All rights and remedies of the Assignee shall be cumulative and may be exercised singularly or concurrently, at the option of the Assignee, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise of enforcement of any other.

9. Termination. The Assignee shall release all collateral granted hereunder when the Agreement has terminated and any amounts due Assignee thereunder have been paid, or upon order of the Commission terminating this Assignment.

JUL 19 1994

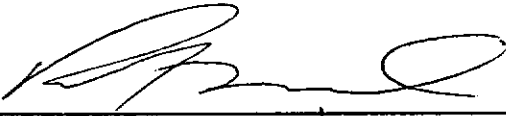
10. Choice of Laws. This Assignment shall be deemed made in and shall be governed by the internal laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

BONNEVILLE PACIFIC CORPORATION

By 
Its Vice President

PACIFIC HYDRO, INC.

By 
Its Chairman

IDAHO POWER COMPANY

By 
Its Sr. Vice President

d/a/00167

MICROFILMED

JUL 19 1994

1/88

PROOF OF BENEFICIAL USE

ANALYSIS SHEET

Permit No. 01-2022

Date: 7-7-89

General Considerations:

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

Source of Water:

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

Extent of Use and Rate of Diversion:

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

Measuring Device:

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

Remarks:

Note - July 3rd is a Monday - Proof received timely

Y

Priority Calculation:

Date proof received	_____	_____
Date proof due	_____	-
No. of days late	_____	=
Priority date	_____	+
NEW PRIORITY DATE	_____	=

SEND FILES TO DATA ENTRY AND THEN TO MICROFILM

RECEIVED
JUL 03 1989

NO \$ enclosed KSE
Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by _____
Reviewed by _____
Sent to region _____

PROOF OF BENEFICIAL USE

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

Permit No. 01-7022

Name(s) of Permit Holder: BOUNNEVILLE PACIFIC CORPORATION

Post Office Address: 257 E. 200 So., Suite 800

Salt Lake City, UT 84111 Telephone No. (801) 363-2520

Source of Water: Snake River

Extent of Use:

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

Irrigation _____ (acres) Other/Remark Power Generation -

Canal - Consumptive Use

Total rate and/or volume for which proof is submitted 20.0 cts 7,300.0 acre-feet

Show the date water was first diverted and beneficially used under this permit: August 17, 1988

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

Fee enclosed \$ N.A.
(See License Examination Fee Schedule)

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

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

N.A.

(Name)

(Telephone Number)

(Address)

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

6/30/89 Bonneville Pacific Corporation JUL 19 1994
Thomas K. Schuler Certified Water Right Examiner
Date Signature of Permit Holder (and title, if appropriate)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
JUL 03 1989

Department of Water Resources

A. GENERAL INFORMATION

- Permit No. 01-7022
Phone No. (801) 363-2520
1. Owner: BONNEVILLE PACIFIC CORPORATION
Current Address: 257 East 200 South, Suite 800, SLC, Utah 84111
2. Accompanied by: R. Onaida and R. Newby EXAM. DATE: 6/28/89
Address: Shoshone, Idaho Phone No. (208) 886-2331
Relationship to Permit Holder: None
3. Source: Snake River tributary to Columbia River

B. OVERLAP REVIEW

1. Other water rights with same place of use: No. 01-7058
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: No. 01-7058
_____ ☐ 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

SEE EXHIBIT B

Scale: 1" = _____

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

See EXHIBIT A

System Description (continued)

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

Installation consists of a gated concrete diversion and spillway structure in the Milner-Groading Canal leading to a concrete box flume 24' wide x 12' deep x 280' long; a gated concrete penstock intake structure; ± 1,430' long 11.5" Ø buried penstock; and a concrete power house containing a single vertical Francis-type turbine and generator rated at 4400 kw with appurtenant switching and controls. Wicket-gate opening in turbine @ 72%.

☐ 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

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SE	NE	7	75S.	19E.	Lincoln	Survey Dwg & USGS Quad.

6. Place(s) of Use:

Indicate Method of Determination Survey Dwg

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
75	19E	7	X																NA

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
Current-meter	Price AA					

2. Measurements:

See attached current-meter notes and computations

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

1,089 cfs total flow (Est. accuracy $\pm 5\%$)
20 cfs to Permit No. 01-7022
Balance to Permit No. 01-7058

2. Alternate Method for Checking Purposes:

N.A.

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) $\times$ (4) $\div 8.8 =$ _____ (5)

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

Meter Input HP: (6) $\times 1.34 =$ _____ (7)

Panel Input KW: _____ Ave PF $\times$ _____ Ave Volts $\times$ _____ Ave Amps $\times .001732 =$ _____ (6)

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

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

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

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

2. Volume Calculations for Other Uses:

20 cfs $\times 1.9835 \text{ AF/cfs/day} \times 184 \text{ Days} = 7,299 \text{ Acre-feet}$

[Faint handwritten notes are visible across the lined page.]

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Power Production (Non-Consumptive)	Apr. 15	Oct. 15	20.0	7,300.0
Totals:			20.0	7,300.0

☐ 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

Field Examiner's Name THOMAS K. SCHAFER
Signature Thomas K. Schafar
Certification Date 6/30/89
Field Report Preparation Date 6/28/89



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

100-443887-1

JUL 19 1994

Proj. No.

**CH2M HILL
WATER RESOURCES DISCIPLINE
HYDROLOGIC SCIENCES**

Mass. No.

Comp. by

Checked by 753

DISCHARGE MEASUREMENT NOTES

Sta. No. 794c Bridge
Dietrich Drgs Hydro Project Intake Flume
 Date 6/28 1957 Party Scheffer, Steuby, Oneida
 Width _____ Area _____ Vel. _____ G. H. _____ Disch. _____
 Method _____ No. secs. _____ G. H. change _____ in _____ hrs. Susp. _____
 Method coef. _____ Hor. angle coef. _____ Susp. coef. _____ Meter No. _____

GAGE READINGS

[illegible]

Type of meter Price AA
Date rated Spring 59 for tod. other.
Meter 1 ft. above bottom of weight.
Spin before meas. _____ after _____
Meas. plots _____ % diff. from rating _____
Wading, cable, ice, boat, upstr., downstr., side
bridge _____ feet, mile, above, below
gage, and _____
Check-bar, found _____
changed to _____ at _____
Correct _____
Levels obtained _____

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

Flow Weather

Other _____ Air _____ °F @ _____

Cage 2 Water 72 °F @ 10

Record removed Intake flushed

Observer CA.....

Control

.....

Remarks near bridge @ S.W. corner post

1 ft upstream to K1.5 = 2.5%

G. H. of zero flow ft.

Angle of sight	Dist. from initial point	Width	Depth	Observed depth	Revo- lutions	Time in sec- onds	VELOCITY		Adjusted for hor. angle or	Area	Discharge
							At point	Mean in ver- tical			
	0	1.0	11.80				1/2 22	1 85		11 80	21 83
	2.0	3.0	12.00				4 00	3 30		36 00	133 20
							3 40				
	6.0	5.0	12.10				4 30	4 15		60 50	251 08
							4 00				
	12.0	6.0	12.00				4 10	4 10		72 00	295 20
							4 10				
	18.0	6.0	12.00				4 10	3 35		72 00	284 40
							3 00				
	24.0	3.0	11.90				3 40	2 90		35 30	103 53
							2 40				
Measured $\int = 1,089.24 = 6$											

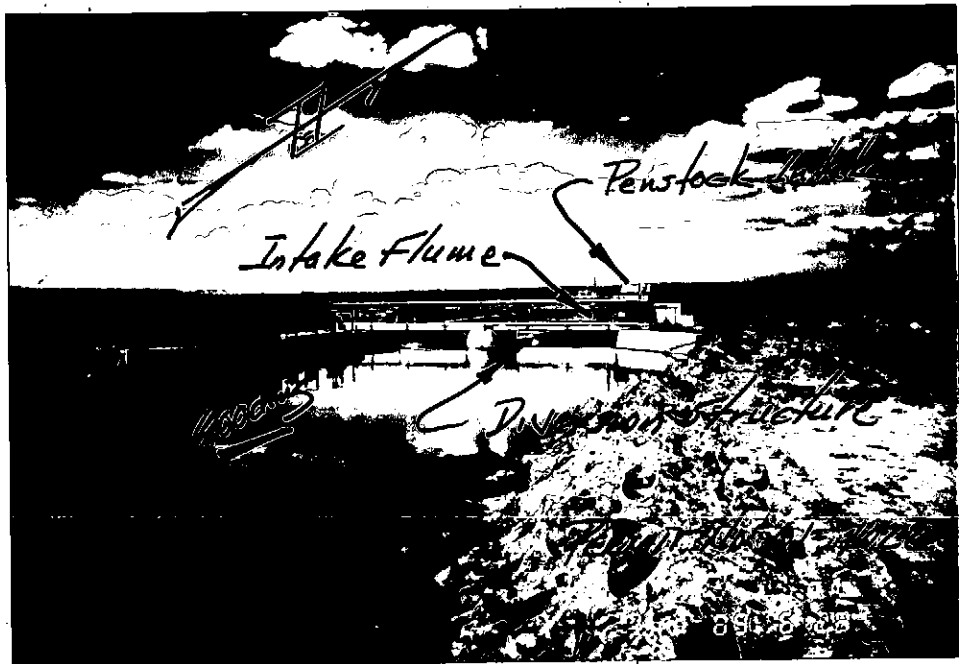


EXHIBIT A
 DIETRICH DROP HYDRO. PROJ.
 FERC PROJ. 8909-000
 PERMIT NO. ID-01-7022

JUL 19 1994

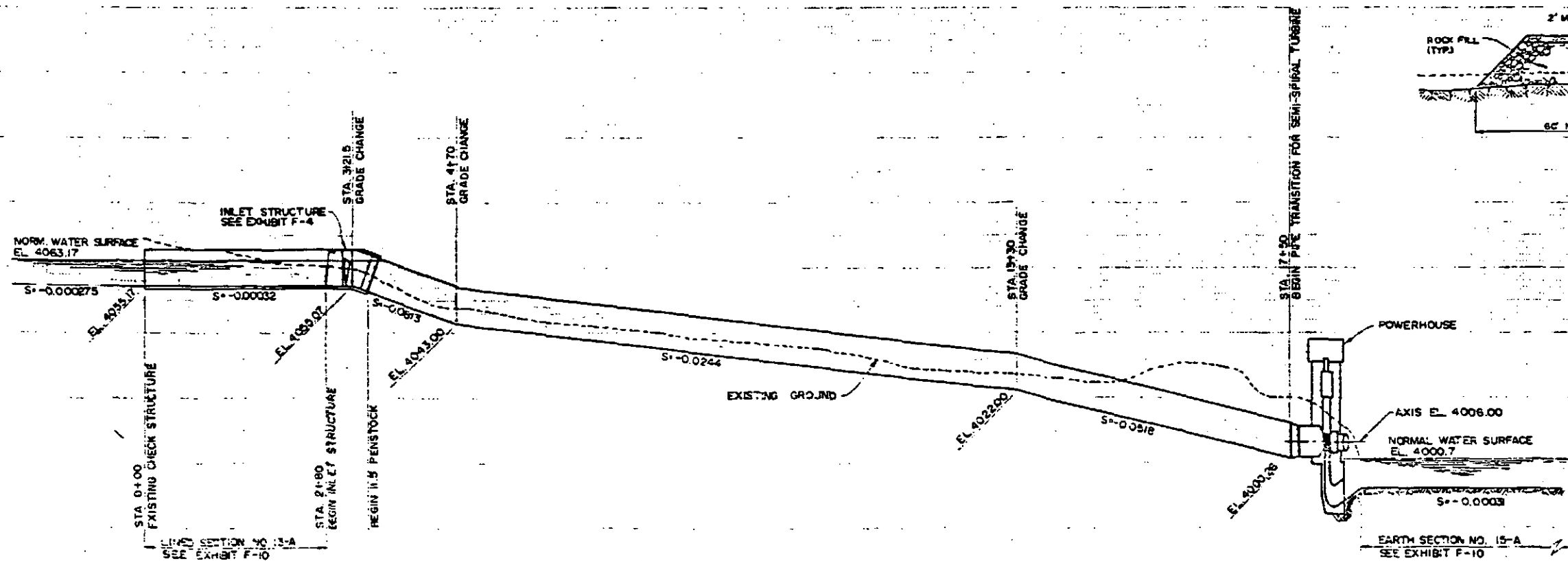
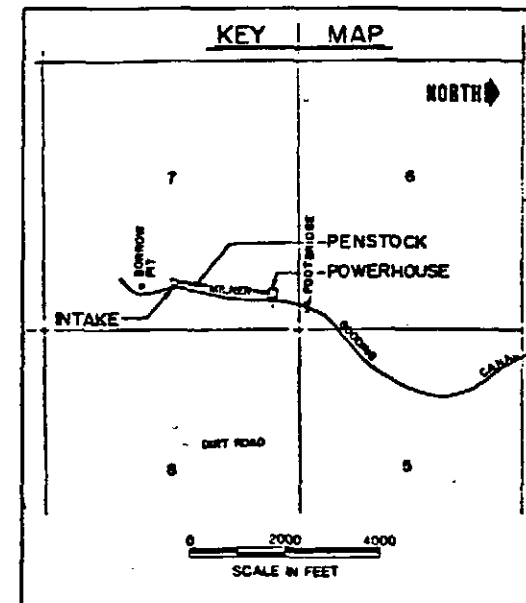
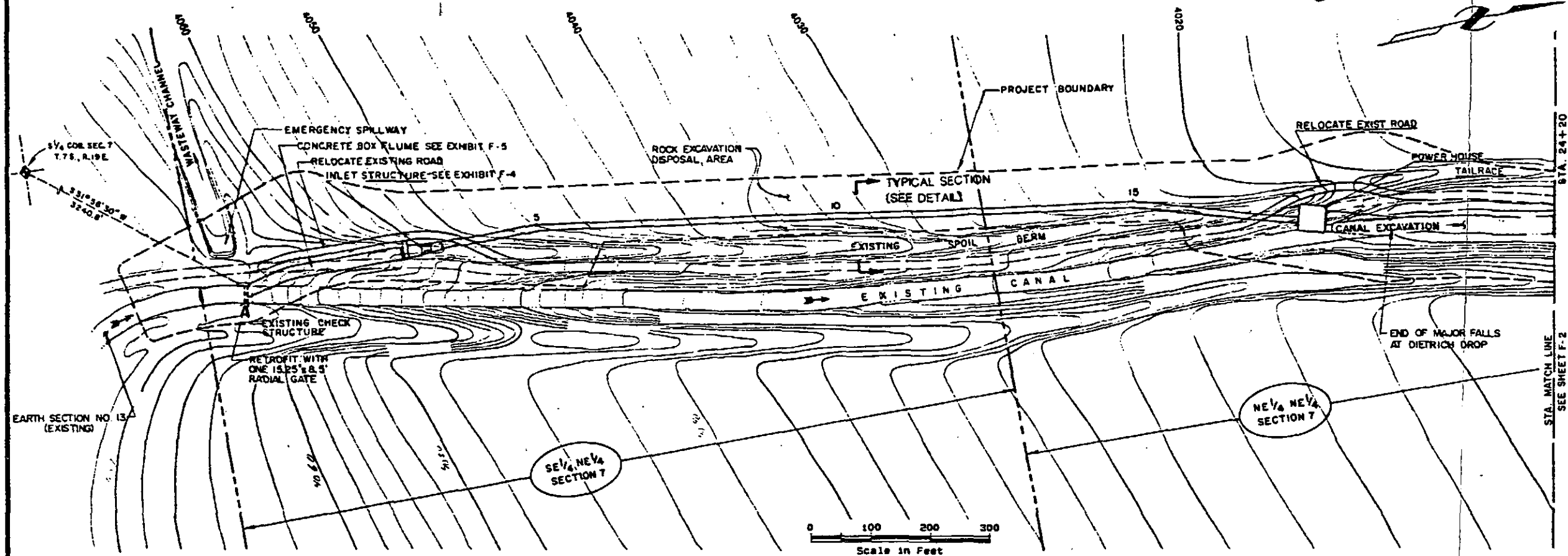
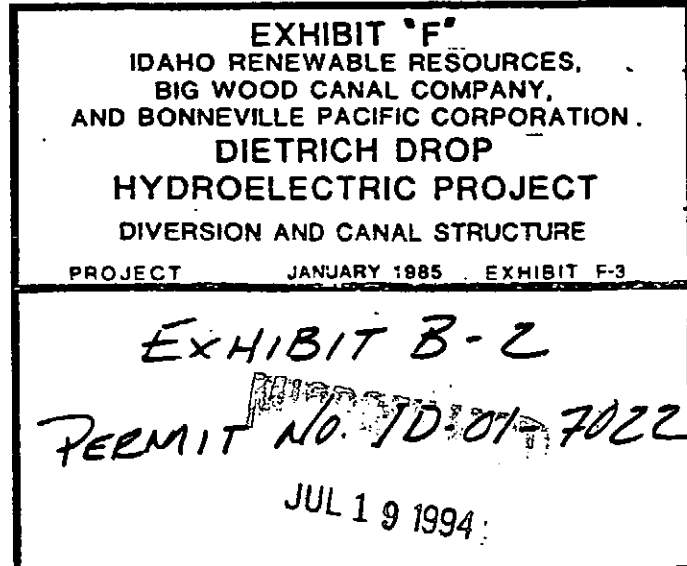
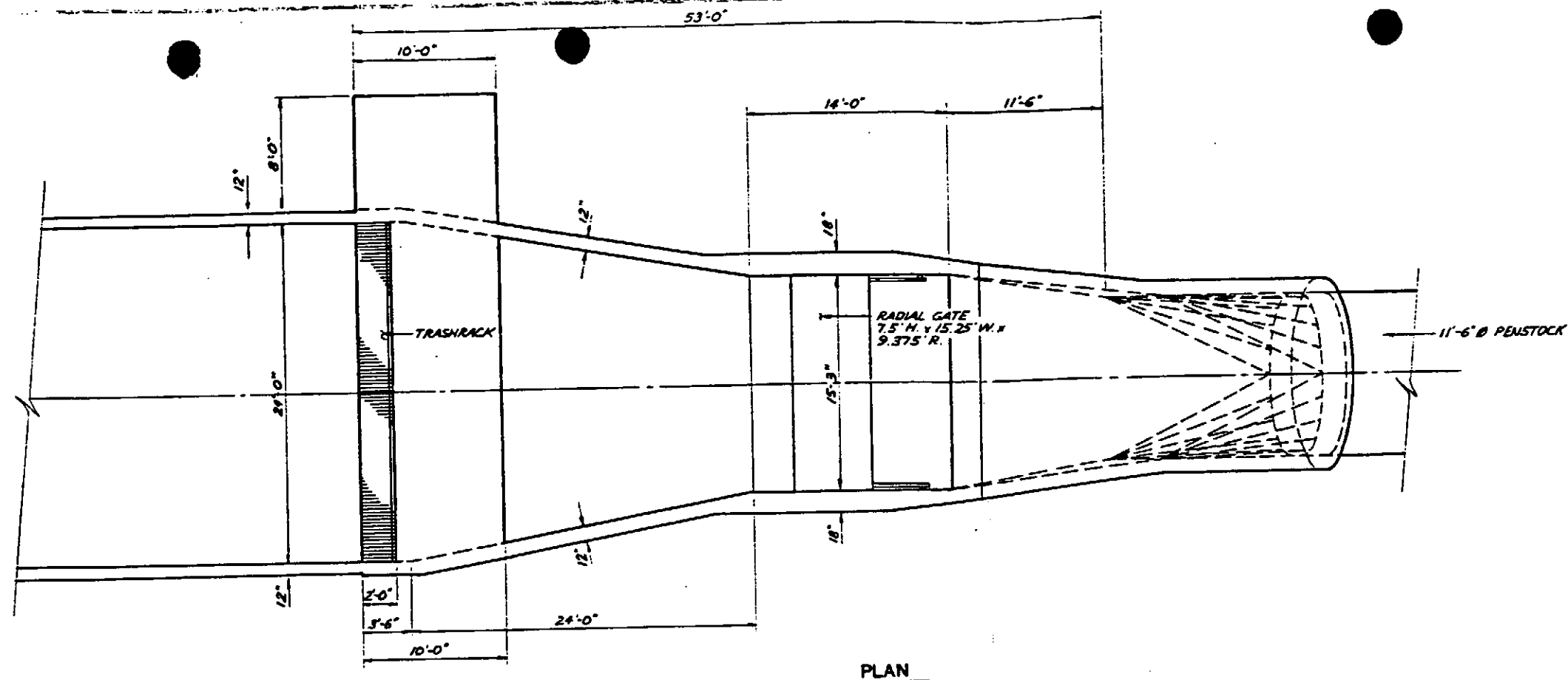


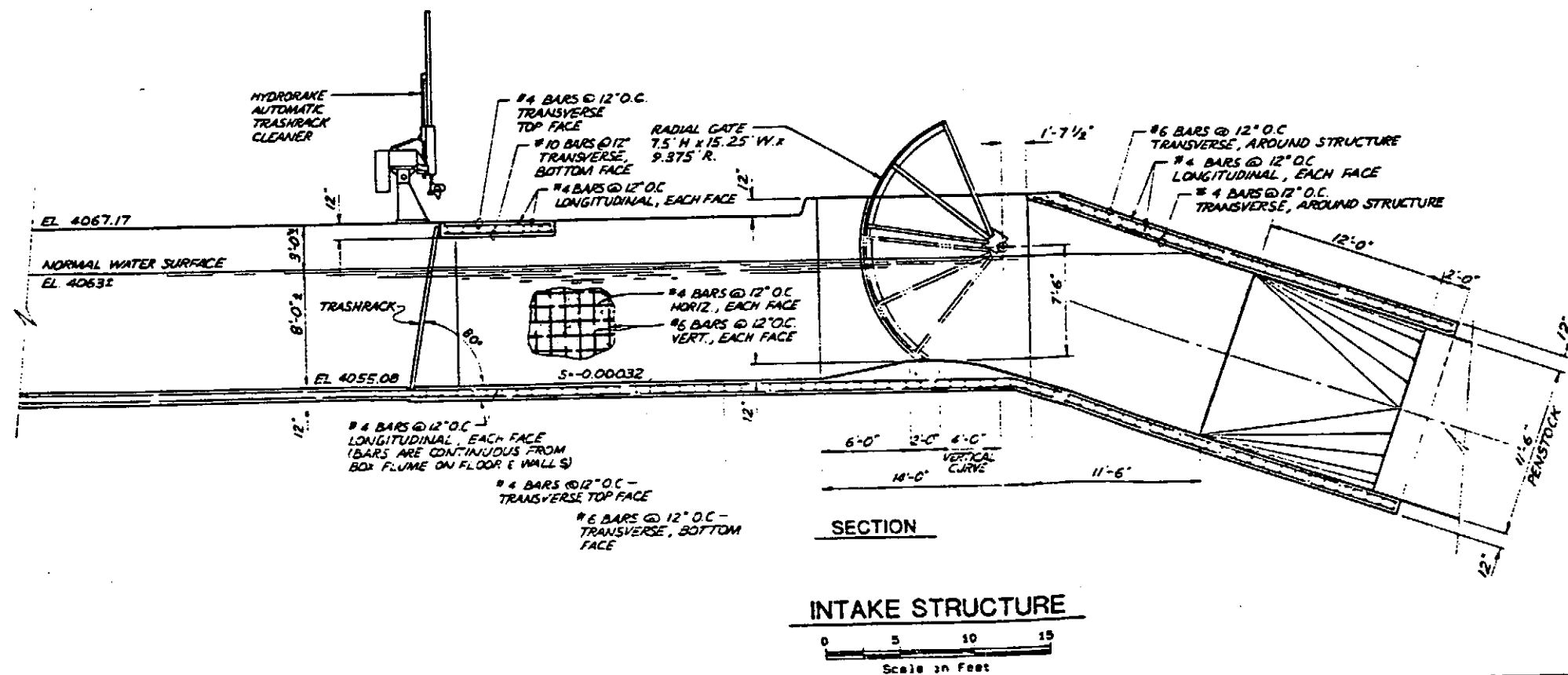
EXHIBIT 'F'
 IDAHO RENEWABLE RESOURCES,
 BIG WOOD CANAL COMPANY,
 AND BONNEVILLE PACIFIC CORPORATION
DIETRICH DROP
HYDROELECTRIC PROJECT
 SITE PLAN & PROFILE
 PROJECT JULY 1987 EXHIBIT F-1

EXHIBIT B-1
 PERMIT NO. ID-01-7022
 JUL 19 1994
 FERC NO. 8909-





PLAN



SECTION

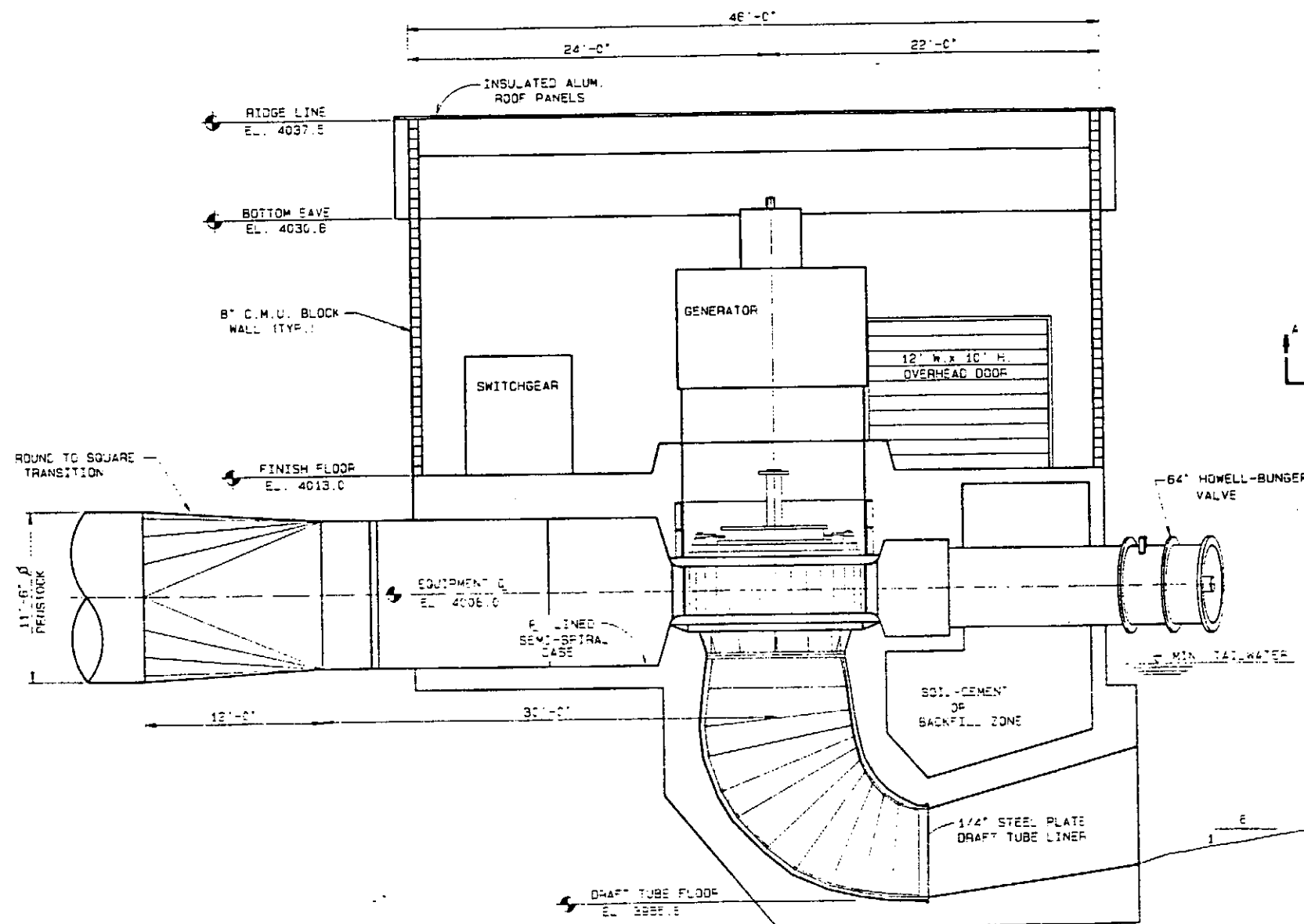
INTAKE STRUCTURE



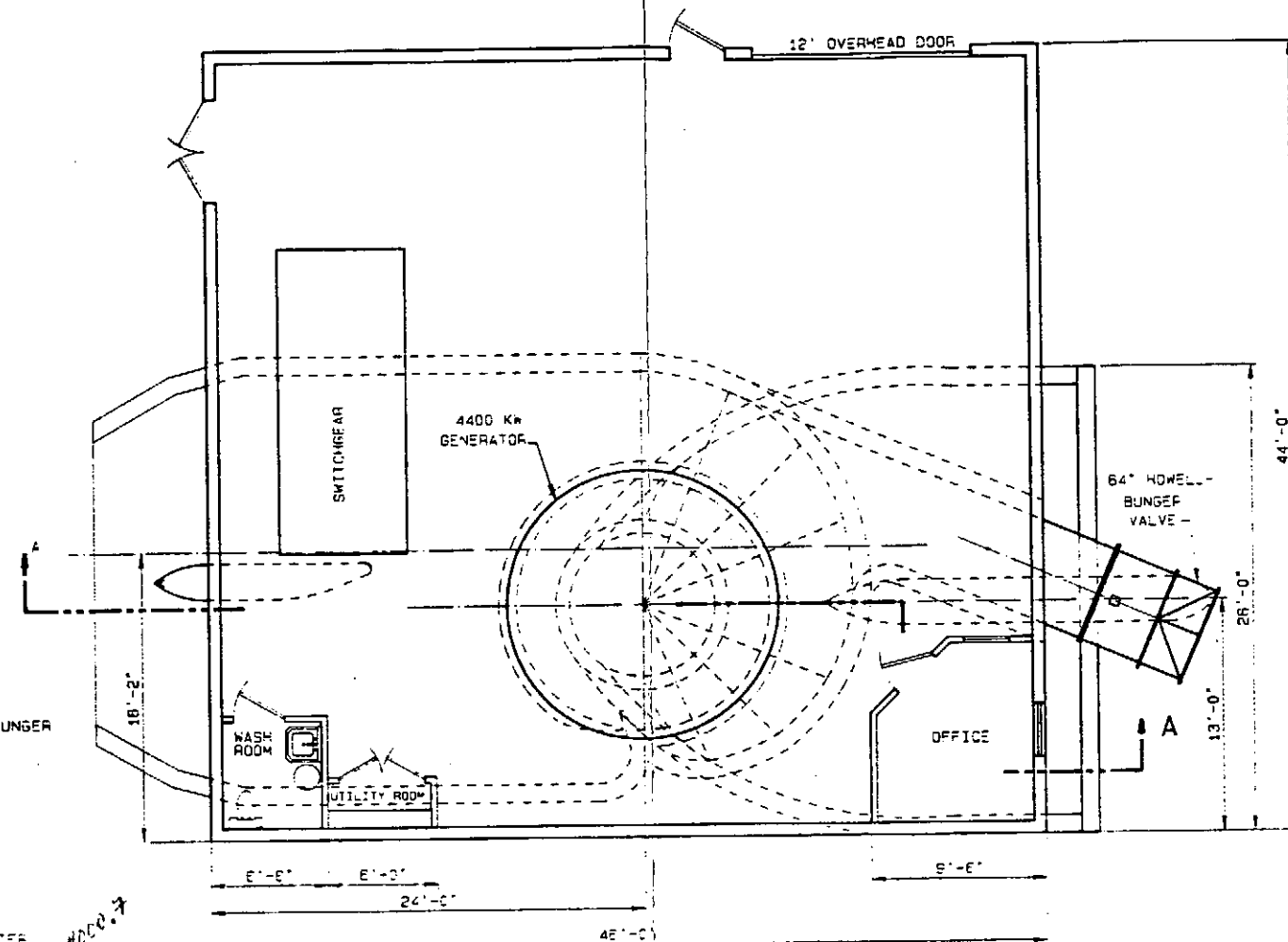
EXHIBIT "F"
 IDAHO RENEWABLE RESOURCES
 BIG WOOD CANAL CO.
 & BONNEVILLE PACIFIC CORPORATION
DIETRICH DROP
HYDROELECTRIC PROJECT
 INLET DETAILS

PROJECT AUGUST 1987 EXHIBIT F-4

Exhibit B-3
 Permit No. ID-01-7022
 JUL 1 9 1994



SECTION A-A
SCALE: 1" = 5'-0"



FLOOR PLAN
SCALE: 1" = 5'-0"

EXHIBIT "F"
IDAHO RENEWABLE RESOURCES
BIG WOOD CANAL COMPANY
AND BONNEVILLE PACIFIC CORPORATION
DIETRICH DROP
HYDROELECTRIC PROJECT
POWERHOUSE PLAN AND SECTION
PROJECT 8208-01 AUGUST 1957 EXHIBIT F-

EXHIBIT B-4
PERMIT NO. ID-01-7022
JUL 19 1994

01-7058
47 FEB 162 189

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Idaho Renewable Resources
Bonneville Pacific Corporation
Big Wood Canal Company

Project No. 8909-005
Idaho

ORDER APPROVING TRANSFER OF LICENSE

(Issued May 23, 1989)

Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company seek Commission approval to transfer their license for the Dietrich Drop Project to Bonneville Pacific Corporation, and Big Wood Canal Company. The project is located on the Milner Gooding Canal in Lincoln County, Idaho. The transfer was necessitated by the acquisition of Idaho Renewable Resources by Bonneville Pacific Corporation.

Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company have fully complied with the terms of the license and agree to pay annual charges that have accrued to the date of the transfer. Bonneville Pacific Corporation, and Big Wood Canal Company are qualified to hold the license and operate the property under license and agree to accept all of the terms and conditions of the license and to be bound by the license as if they were the original licensees.

No comments, protests, or motions to intervene were filed in response to the public notice of the application to transfer the license. Transfer of the license for this project is consistent with the Commission's regulations and is in the public interest.

The Director orders:

(A) Transfer of the license for this project is approved.

(B) Approval of the transfer is contingent upon transfer of title of the properties under license and delivery of all license instruments to Bonneville Pacific Corporation, and Big Wood Canal Company which shall be subject to all terms and conditions of the license as though they were the original licensees. Bonneville Pacific Corporation, and Big Wood Canal Company shall submit certified copies of all instruments of conveyance within 60 days from the date of this order.

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MAY 30 1989

DC-A-1

Department of Water Resources

2

(C) This order is issued under authority delegated to the Director and is final unless appealed to the Commission within 30 days from the date of this order. Bonneville Pacific Corporation, and Big Wood Canal Company shall acknowledge acceptance of this order and its terms and conditions by signing and returning the attached acceptance sheet within 60 days from the date of this order.

Edward J. Fowlkes
Dean L. Shumway
Director, Division
of Project Review

Project No. 8909-005

IN TESTIMONY of acknowledgment of acceptance of all of the terms and conditions of this order, Bonneville Pacific Corporation, and Big Wood Canal Company this ____ day of _____, 19____, have caused their corporate names to be signed hereto by _____, their Presidents, and their corporate seals to be affixed hereto and attested by _____, their Secretaries, pursuant to a resolution of their Board of Directors duly adopted on the ____ day of _____, 19____, a certified copy of the record of which are attached hereto.

By _____

President

Attest:

Secretary

JUL 19 1994



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

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, UT 84111

BP Hydro Associates
c/o Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, UT 84111

RE: Approval of Assignment of Water Rights

Gentlemen:

You have requested that the Idaho Department of Water Resources approve an assignment of water rights from Bonneville Pacific Corporation to BP Hydro Associates, which, by affidavit, is represented to be an Idaho general partnership. The request relates to Dietrich Drop Hydroelectric Project, Permit Nos. 01-7022 and 01-7058, the Rock Creek II Hydroelectric project, Permit NO. 47-7771, and the Lower Low Line Hydroelectric Project, Permit No. 01-7063. We have reviewed the executed Capital Contributions Agreement under which the water right permits are assigned and we have reviewed the Partnership Agreement which will establish BP Hydro Associates.

The Capital Contributions Agreement in paragraph (b), page three, assigns all rights, titles, interests and obligations to the Dietrich Drop, Rock Creek II and Lower Low Line projects, and attachments to the agreement specifically describe the water right permits. The department recognizes the assignment of the permits to BP Hydro Associates.

For the Rock Creek and Dietrich Drop projects, Bonneville is conveying a "legal" interest in the water rights. A security interest in the water rights is being retained by Stewart Title of Idaho pursuant to Trust Agreements previously entered into with respect to these water rights. For the Lower Line project, Bonneville assigned permit no. 01-7063 to BP Hydro Associates with clear title, and not subject to a security interest.

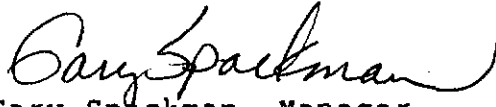
We will change our records to show BP Hydro Associates as the owner of the permits.

Nothing herein shall modify the rights and obligations of the parties holding the water permits in the State of Idaho and the assignee, BP Hydro Associates, shall be fully obligated to

JUL 19 1994

abide by the statutes and regulations of Idaho law and the rules of the Department of Water Resources with respect to the use of water rights within the State of Idaho.

Sincerely,

A handwritten signature in cursive script that reads "Gary Spackman".

Gary Spackman, Manager
Water Right Permits Section

GS:ds

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JUL 19 1994

Bonneville Pacific Corporation

May 1, 1989

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MAY 05 1989

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

Department of Water Resources

Re: Approval of Assignment of Water Rights - Your
Letter of May 1, 1989

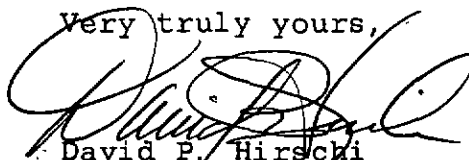
Dear Gary:

Pursuant to your request, enclosed herewith please find a copy of the fully executed Capital Contribution Agreement and fully executed Partnership Agreement relating to BP Hydro Associates.

It is our understanding that upon receipt of these documents by your office, that you will change your records to show BP Hydro Associates as the owner with the security interest being retained by Stewart Title Company pursuant to the trust assignments previously entered into with respect to these water rights.

We appreciate your cooperation in this matter.

Very truly yours,


David P. Hirschi
General Counsel

DPH: tbf

cc: Terry E. Coffin, Esq.
Paul T. Birkeland, Esq.

d/c/01035

01-7022
7058
47-7771
01-7063

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JUL 19 1989

CAPITAL CONTRIBUTION AGREEMENT

COPY

This Capital Contribution Agreement ("Agreement") is made and entered into this 20th day of April, 1989, to be effective as of the Effective Date (as hereinafter defined), by and between BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("Bonneville") and ROBERT L. WOOD, an individual ("Wood").

RECITALS

A. Bonneville and Wood intend to organize an Idaho general partnership to be known as BP Hydro Associates (the "Partnership") for the purposes of owning certain interests in certain hydroelectric and cogeneration projects located in Idaho, Utah and Colorado.

B. The parties desire to set forth herein in detail the form and manner for contribution of the initial capital to the Partnership and intend that this Agreement be attached as an exhibit to the Partnership Agreement when executed.

NOW, THEREFORE, in consideration of the foregoing premises and in anticipation of and in consideration for the organization of the Partnership, the parties hereto agree as follows:

1. Contributions by Wood. Wood hereby agrees to contribute as his initial capital contribution to the Partnership the amount of \$5,219.00, which amount shall be

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MAY 05 1989

contributed in cash upon execution of the Partnership Agreement relating to the Partnership.

2. Contributions by Bonneville. Bonneville hereby agrees to make the following contributions to the capital of the Partnership:

(a) All of the issued and outstanding stock of BP Holdings, Inc. (the "Holding Company") properly endorsed to the Partnership as shown on Exhibit "A" attached hereto, which corporation owns the following:

(i) All of the issued and outstanding common stock of Fulcrum, Inc., an Idaho corporation, which owns 100% of the interest in Barber Dam Hydroelectric Project located in Ada County, Idaho; provided, however, that the tax credits available to Fulcrum, Inc. shall inure solely to the benefit of Bonneville and any such benefits available to BP Holdings, Inc. or the Partnership as a result of the transactions contemplated herein shall be reimbursed to Bonneville by the benefiting party. A copy of the stock certificate endorsed by Bonneville to the Holding Company is attached hereto as Exhibit "B".

(ii) All of the issued and outstanding common stock of Lehi Cogeneration Inc., which corporation owns (or will own) a 99.49% interest in Lehi Cogeneration Associates, a Utah general partnership, which partnership in turn owns a 100% interest in the Lehi Cogeneration Project located in Lehi, Utah County, Utah. A copy of the stock

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JUL 19 1994

certificate endorsed by Bonneville to the Holding Company is attached hereto as Exhibit "C".

(iii) All of the issued and outstanding common stock of BP Cogen, Inc., which corporation owns a 0.79365% interest in Tamarack Energy Partnership, which partnership in turn owns a 50.4% undivided interest in the Tamarack Biomass Project located in Tamarack, Adams County, Idaho. A copy of the stock certificate endorsed by Bonneville to the Holding Company is attached hereto as Exhibit "D".

(b) All of Bonneville's rights, titles, interests and obligations in and to the following hydroelectric projects: (1) the Dietrich Drop Hydroelectric Project located in Lincoln County, Idaho, (2) the Rock Creek II Hydroelectric Project located in Twin Falls County, Idaho, and (3) the Lower Low Line Hydroelectric Project located in Twin Falls County, Idaho. Said rights, titles, interests and obligations shall be conveyed by an Assignment and Bill of Sale for each such project, in form and substance similar to Exhibits "E", "F" and "G" attached hereto.

(c) Certain residual and reversionary interests owned by Bonneville in (1) the Koyle Ranch Hydroelectric Project located in Gooding County, Idaho, (2) the Pigeon Cove Hydroelectric Project located in Twin Falls County, Idaho, (3) the Cedar Draw Hydroelectric Project located in Twin Falls County, Idaho and (4) the Low Line Drop Hydroelectric Project located in Twin Falls County, Idaho; all as more particularly described in that certain Residual Rights Assignment Agreement.

JUL 19 1994

attached hereto as Exhibit "H" and by this reference made a part hereof.

(d) Certain rights to developable additional cash flows from the American Atlas I cogeneration Project located in Rifle, Garfield County, Colorado; as more particularly described in that certain Assignment Agreement - American Atlas I, attached hereto as Exhibit "I" and by this reference made a part hereof.

(e) Felt Dam Hydroelectric Project. Bonneville agrees to hold for the sole benefit of the Partnership its rights, titles, interests and obligations under that certain Purchase and Lease Agreement dated June 10, 1985 between Bonneville and CDM Hydroelectric Company relating to the Felt Dam Hydroelectric Project located in Teton County, Idaho (the "Felt Dam Lease"), and Bonneville hereby assigns to the Partnership all cash flows available from the Felt Dam Lease in excess of that due Fall River Rural Electric Cooperative, Inc. under that certain Lease and Assignment Agreement between Bonneville and Fall River Rural Electric Cooperative, Inc. dated December 18, 1984 (the "Fall River Lease").

(f) Crystal Springs Hydroelectric Project. Bonneville agrees to assign to the Partnership its interest under (1) the Amended and Restated Operation and Maintenance Agreement between Bonneville and Crystal Springs Hydroelectric Company effective as of October 1, 1987, (2) the Purchase Option Agreement among Bonneville Pacific Corporation, Crystal Springs Hydroelectric Company, Far West Capital, Inc. and Far

JUL 19 1994

West Hydroelectric Fund, Ltd. effective as of October 1, 1987, and (3) the Letter dated July 7, 1988 between Bonneville Pacific Corporation, Far West Capital, Inc. and Far West Hydroelectric Fund, Ltd.; all as more particularly described in that certain Assignment Agreement - Crystal Springs Hydroelectric Project attached hereto as Exhibit "J" and by this reference made a part hereof.

3. Effective Date. The effective date of this Agreement and the date upon which all transfers, assignments and contributions shall be made shall be April 20, 1989 or such other date prior to April 30, 1989 which the parties may elect in writing.

4. Binding Effect. The Agreement to form the Partnership and the parties' agreement to make their contributions described herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree to form the Partnership and make the contributions anticipated herein as soon as practicable as soon as all consents required in the making of the contributions have been acquired.

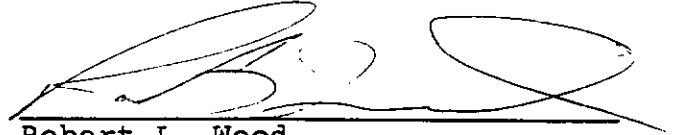
5. Assignment. Neither party shall assign this Agreement without first obtaining the written consent of the other party. Neither party can withhold its consent to such assignment for any reason whatsoever.

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

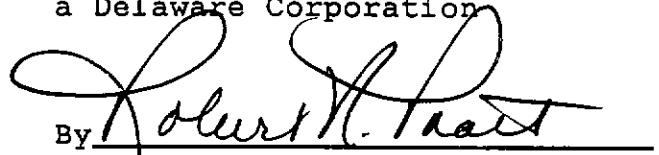
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JUL 19 1994

IN WITNESS WHEREOF, the parties hereto have executed or caused these presents to be executed by their duly authorized officers as of the day and year first above written.


Robert L. Wood

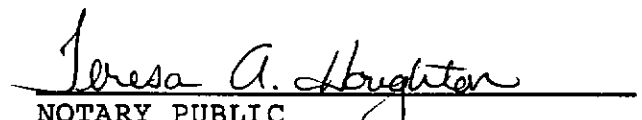
BONNEVILLE PACIFIC CORPORATION,
a Delaware Corporation

By 
Robert N. Pratt, President

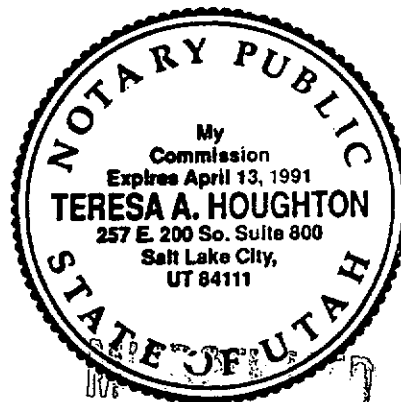
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert L. Wood, an individual, known or identified to me to be the person who executed the foregoing instrument, who duly acknowledged to me that he executed the same.

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


NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
4/13/91



JUL 19 1994

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert N. Pratt known or identified to me to be the President of Bonneville Pacific Corporation ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

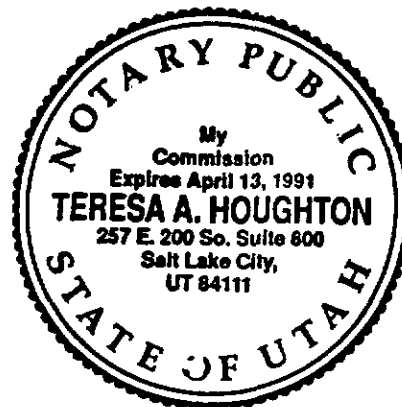
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

4/13/91

d/a/00858



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JUL 19 1994

EXHIBIT "E"

ASSIGNMENT AGREEMENT AND BILL OF SALE

DIETRICH DROP HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into this 20th day of April, 1989, by and between BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("Bonneville") and BP HYDRO ASSOCIATES, an Idaho general partnership (the "Partnership").

RECITALS

A. Bonneville and Robert L. Wood, the original partners of the Partnership, have entered into a Capital Contribution Agreement of even date herewith (the "Contribution Agreement") whereunder each partner has agreed to contribute certain cash or assets to the Partnership as their respective initial capital contributions to the Partnership.

B. Bonneville desires hereby to assign, convey, transfer and quit claim to the Partnership, without warrant except as set forth herein, all of its rights, titles, interests and obligations relating to or arising in connection with the Dietrich Drop Hydroelectric Project located in Lincoln County, Idaho (the "Project").

C. The Partnership desires to accept the assignments and conveyances made hereunder in accordance with the terms hereof.

NOW THEREFORE, in consideration of the foregoing premises and pursuant to the terms of the Contribution Agreement, the parties hereto agree as follows:

JUL 19 1994

1. Assignment Agreement. Bonneville hereby assigns, transfers, conveys and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations relating to the Project including, but not limited to, those agreements, notes, security instruments, permits, authorizations and contracts set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Bill of Sale. Bonneville hereby conveys, transfers, assigns and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations in and to all physical improvements relating to the Project and all equipment and other personal property incorporated into the Project, including, but not limited to, the items listed on Exhibit "B" attached hereto and by this reference made a part hereof.

3. Conveyances Subject to Existing Encumbrances. The Assignment and Bill of Sale contained herein are made specifically subject to liens and encumbrances presently existing with respect to the Project, including but not limited to, those encumbrances evidenced by the instruments and agreements listed as items (1), (2), (3), (4), (8), (10), (17), (18), and (19) in Exhibit "A" attached hereto.

4. Acceptance. The Partnership hereby accepts the assignments, conveyances, transfers and quit claims herein contained and agrees to assume, without limitation, all rights, titles, interests, properties and obligations of Bonneville in

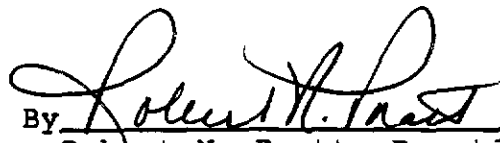
JUL 19 1994

and to the Project, including, but not limited to, those items listed and described on Exhibits "A" and "B" attached hereto.

5. Authorization. Each of the parties hereto represent and warrant that all necessary corporate and partnership action has been taken authorizing the execution and consummation of the transactions herein contained.

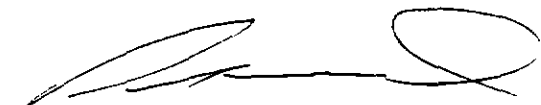
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

BONNEVILLE PACIFIC CORPORATION

By 
Robert N. Pratt, President

BP HYDRO ASSOCIATES

By: Bonneville Pacific
Corporation, its Managing
General Partner

By 
Robert L. Wood,
Managing Director

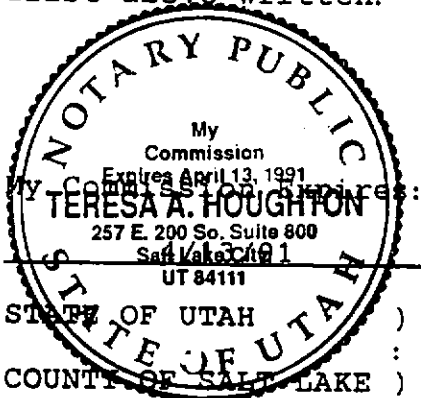
MISSOURI

JUL 19 1994

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert N. Pratt known or identified to me to be the President of Bonneville Pacific Corporation ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

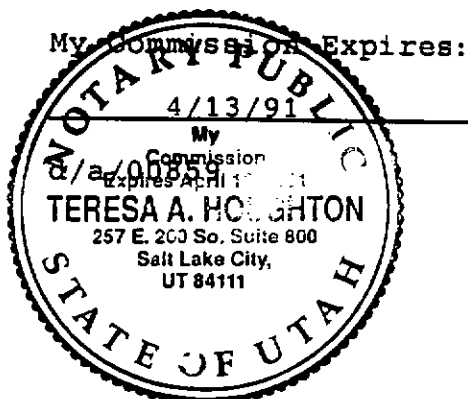
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert L. Wood known or identified to me to be a Managing Director of Bonneville Pacific Corporation, the Managing General Partner of BP Hydro Associates ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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



Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

MISSOURI

JUL 19 1994

EXHIBIT "A"

Agreements

(1) Project Lending Agreement dated April 20, 1988, between Bonneville and Norwest Bank Minnesota, National Association, as Agent;

(2) Project Notes of Bonneville in favor of Norwest Bank Minnesota, National Association (\$2,515,625.00), First Security Bank of Utah, N.A. (\$1,437,500.00), Marquette Bank Minneapolis, N.A. (\$718,750.00) and Rainier National Bank (now Security Pacific Bank Washington, N.A.) (\$1,780,125.00);

(3) Combination Mortgage, Security Agreement and Fixture Financing Statement dated April 20, 1988, between Bonneville and Norwest Bank Minnesota, National Association, as Agent;

(4) Collateral Assignment of Agreements dated April 20, 1988 between Bonneville, Pacific Hydro, Inc. and Norwest Bank Minnesota, National Association, as Agent;

(5) Assignment Agreement dated December 18, 1987, between Bonneville and Big Wood Canal Company;

(6) Firm Energy Sales Agreement dated July 13, 1987 between Bonneville and Idaho Power Company as amended by First Amendment to Firm Energy Sales Agreement dated August 5, 1987;

(7) Construction Agreement between Bonneville, Pacific Hydro, Inc. and Summit Construction Company dated January 21, 1988 as amended by First Amendment to Construction Agreement dated March 23, 1988;

(8) Assignment and Trust Agreement dated March 20, 1988 between Bonneville, Stewart Title Company, Inc., Norwest Bank Minnesota, National Association, First Security Bank of Utah, National Association, Rainier National Bank and Marquette Bank Minneapolis, National Association, relating to the hold of water rights for the benefit of the above-referenced banks;

(9) Approved Applications for Permits to Appropriate Public Water Numbers 01-7022 and 01-7058 as originally issued to American Falls Reservoir District No. 2 as assigned by American Falls Reservoir District No. 2 to Big Wood Canal Company pursuant to an Assignment of Permit No. 01-7058 and 01-7022 dated November 3, 1986 and as further assigned to Bonneville pursuant to an Assignment of Permit No. 01-7058 and 01-7022 dated April 25, 1988;

[Handwritten signature]

JUL 19 1994

(10) Third Party Security Agreement dated April 20, 1988 between Big Wood Canal Company, Pacific Hydro, Inc. and Norwest Bank Minnesota, National Association, as agent;

(11) Assignment Agreement dated November 2, 1983 between Big Wood Canal Company and Bonneville.

(12) Contract for Construction of Dietrich Drop Hydroelectric Powerplant dated December 18, 1987 between Big Wood Canal Company, Bureau of Reclamation and American Falls Reservoir District No. 2 and Bonneville.

(13) Contract for Operation and Maintenance of Dietrich Drop Hydroelectric Project dated April __, 1989 between Big Wood Canal Company, Bureau of Reclamation, American Falls Reservoir District No. 2 and Bonneville.

(14) Order issuing major license from the Federal Energy Regulatory Commission dated May 22, 1987 issued to Idaho Renewable Resources, Inc., Big Wood Canal Company and Bonneville;

(15) Application for Transfer of License to the Federal Energy Regulatory Commission dated March 8, 1989 submitted by Bonneville and Big Wood Canal Company;

(16) Conditional Use Permit dated January 11, 1988 issued by Lincoln County Planning and Zoning Commission to Big Wood Canal Company;

(17) Collateral Assignment of Agreements dated October 24, 1988 between Bonneville, Pacific Hydro, Inc., and Idaho Power Company;

(18) Low Water Insurance Escrow Agreement dated October 19, 1988 between Bonneville, Idaho Power Company and First Interstate Bank of Idaho, N.A.; and

(19) Maintenance Escrow Account Agreement dated October 19, 1988 between Bonneville, Idaho Power Company and First Interstate Bank of Idaho, N.A.

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JUL 19 1994

Exhibit "F"

ASSIGNMENT AGREEMENT AND BILL OF SALE

ROCK CREEK II HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into this 20th day of April, 1989, by and between BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("Bonneville") and BP HYDRO ASSOCIATES, an Idaho general partnership (the "Partnership").

RECITALS

A. Bonneville and Robert L. Wood, the original partners of the Partnership, have entered into a Capital Contribution Agreement of even date herewith (the "Contribution Agreement") whereunder each partner has agreed to contribute certain cash or assets to the Partnership as their respective initial capital contributions to the Partnership.

B. Bonneville desires hereby to assign, convey, transfer and quit claim to the Partnership, without warrant except as set forth herein, all of its rights, titles, interests and obligations relating to or arising in connection with the Rock Creek II Hydroelectric Project located in Twin Falls County, State of Idaho (the "Project").

C. The Partnership desires to accept the assignments and conveyances made hereunder in accordance with the terms hereof.

NOW THEREFORE, in consideration of the foregoing premises and pursuant to the terms of the Contribution Agreement, the parties hereto agree as follows: 

JUL 19 1994

1. Assignment Agreement. Bonneville hereby assigns, transfers, conveys and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations relating to the Project including, but not limited to, those agreements, notes, security instruments, permits, authorizations and contracts set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Bill of Sale. Bonneville hereby conveys, transfers, assigns and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations in and to all physical improvements relating to the Project and all equipment and other personal property incorporated into the Project, including, but not limited to, the items listed on Exhibit "B" attached hereto and by this reference made a part hereof.

3. Conveyances Subject to Existing Encumbrances. The Assignment and Bill of Sale contained herein are made specifically subject to liens and encumbrances presently existing with respect to the Project, including but not limited to, those encumbrances evidenced by the instruments and agreements listed as items (1), (2), (3), (4), (10), (18), (19), (20), and (21) in Exhibit "A" attached hereto.

4. Acceptance. The Partnership hereby accepts the assignments, conveyances, transfers and quit claims herein contained and agrees to assume, without limitation, all rights, titles, interests, properties and obligations of Bonneville in

JUL 19 1994

and to the Project, including, but not limited to, those items listed and described on Exhibits "A" and "B" attached hereto.

5. Authorization. Each of the parties hereto represent and warrant that all necessary corporate and partnership action has been taken authorizing the execution and consummation of the transactions herein contained.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

BONNEVILLE PACIFIC CORPORATION

By 
Robert N. Pratt, President

BP HYDRO ASSOCIATES

By: Bonneville Pacific
Corporation, its Managing
General Partner

By 
Robert L. Wood,
Managing Director

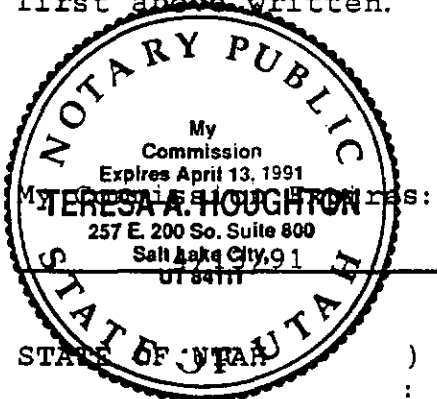
RECEIVED

JUL 19 1994

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert N. Pratt known or identified to me to be the President of Bonneville Pacific Corporation ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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

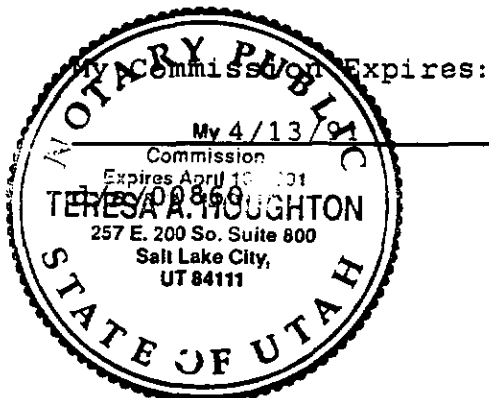


Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert L. Wood known or identified to me to be a Managing Director of Bonneville Pacific Corporation, the Managing General Partner of BP Hydro Associates ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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



Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

NOTARY PUBLIC

JUL 19 1994

EXHIBIT "A"

Agreements

(1) Project Lending Agreement dated September 22, 1988 between Bonneville and Norwest Bank Minnesota, N.A. as agent;

(2) Project Notes of Bonneville in favor of Norwest Bank Minnesota, National Association (\$1,514,450.00), First Security Bank of Utah, N.A. (\$673,050.00), Rainier National Bank (now known as Security Pacific Bank of Washington, N.A.) (\$841,400.00), and Marquette Bank Minneapolis, N.A. (\$471,100.00);

(3) Combination Mortgage, Security Agreement and Fixture Financing Statement dated September 22, 1988 between Bonneville and Norwest Bank Minnesota, National Association as agent;

(4) Collateral Assignment of Agreements dated September 22, 1988 between Bonneville and Norwest Bank Minnesota National Association;

(5) Firm Energy Sales Agreement dated July 13, 1987 between Bonneville and Idaho Power Company as amended by First Amendment to Firm Energy Sales Agreement dated September 20, 1988 between Bonneville and Idaho Power Company;

(6) Rock Creek II Water Power Project Agreement dated September 18, 1986 between Rock Creek Hydropower, Inc., Charles D. Howard, Gerald Martins, Carl Edwards and Bonn-Tech as amended by the First Amendment to Agreements dated April 6, 1987 between Rock Creek Hydropower, Inc., Charles D. Howard, Gerald Martins, Carl Edwards and Bonn-Tech and as further amended by the Second Amendment to Agreements dated September 28, 1988 between Rock Creek Hydropower, Inc., Charles D. Howard, Gerald Martins, Carl Edwards, EMH, Inc. and Bonn-Tech and as further amended and assigned by an Memorandum of Lease and Assignment of Lease dated September 22, 1988 between Rock Creek Hydropower, Inc., Charles D. Howard, Gerald Martins, Carl Edwards, Bonn-Tech and Bonneville;

(7) Lease Agreement dated February 7, 1984 between Idaho Frozen Foods Corp. and EMH Investments and a Cogeneration Agreement dated June 15, 1982 between Cogeneration, Inc. and EMH Investments as assigned by an Assignment of Agreement dated April 6, 1987 between EMH Investments, Inc. and Rock Creek Hydropower, Inc., and as further amended by a Modification and Extension Agreement and Addendum dated April 8, 1987 between SLC Leasing, Inc., Rock Creek Joint Venture, Bonn-Tech and Shorock Hydro, Inc. and as assigned by that certain Assignment of Lease and Modification of Extension Agreement and Addendum

JUL 19 1994

dated September 27, 1987 between Bonn-Tech and Rock Creek Hydro, Inc. and as further amended and assigned by collective Memorandum of Lease and Assignment of Lease dated September 22, 1988 between Rock Creek Joint Venture, Bonn-Tech and Bonneville;

(8) Construction Agreement dated July 20, 1988 between Bonneville and Summit Construction Company;

(9) Rock Creek II Proposal and Notice of Award - Proposal No. 6-34673 dated November 18, 1987 between Bonneville and Voith Hydro, Inc;

(10) Assignment and Trust Agreement dated September 22, 1988 between Bonneville, Stewart Title of Idaho, Inc., Norwest Bank Minnesota, National Association, First Security Bank of Utah, National Association, Marquette Bank Minneapolis, National Association, and Rainier National Bank relating to the hold of certain water rights in connection with the Project;

(11) Approved State of Idaho Department of Water Resources Application for Permit No. 47-7771 dated September 15, 1982 as assigned by an Assignment of Permit dated April 7, 1987 wherein Charles Howard assigns its interest to Rock Creek Hydropower, Inc. and as further assigned by Assignment of Permit dated September 24, 1987 wherein Rock Creek Hydropower, Inc. assigns its interest to Bonneville;

(12) Easement dated September 20, 1987 between Dora and Donnell Stradley and Rock Creek Hydropower, Inc. as assigned by Assignment Agreement between Rock Creek Hydropower, Inc. and Bonneville dated September 28, 1987 and as amended by Amendment to Easements dated September 22, 1988 between Edith Ensunsa, Donnell and Dora Stradley and Bonneville;

(13) Easement dated September 13, 1987 between Edith Ensunsa and Rock Creek Hydropower, Inc. as assigned by an Assignment Agreement between Rock Creek Hydropower, Inc. and Bonneville dated September 28, 1987 and as further amended by an Amendment to Easements dated September 22, 1988 between Edith Ensunsa, Donnell and Dora Stradley and Bonneville;

(14) Army Corp of Engineers Permit dated June 2, 1988;

(15) Order Issuing Major License from the Federal Energy Regulatory Commission dated August 29, 1986 issued to Charles D. Howard, as amended by a Joint Application of Charles D. Howard, Rock Creek Hydropower, Inc., and Bonneville for transfer of license dated September 17, 1987 and by that certain Order of Transfer of License to Rock Creek Hydropower, Inc. and Bonneville issued January 22, 1988;

(16) Building Permit issued by Twin Falls County to Bonneville dated July 8, 1988;

JUL 19 1994

(17) Conditional Use Permit issued by Twin Falls County to Charles D. Howard dated May 21, 1984;

(18) Collateral Assignment of Agreements dated December 22, 1988 between Bonneville and Idaho Power Company;

(19) Combination Second Mortgage, Security Agreement and Fixture Financing Statement dated December 22, 1988 between Bonneville and Idaho Power Company;

(20) Low Water Insurance Escrow Agreement dated December 22, 1988 between Bonneville, Idaho Power Company and First Interstate Bank of Idaho, N.A.; and

(21) Maintenance Escrow Account Agreement dated December 22, 1988 between Bonneville, Idaho Power Company and First Interstate Bank of Idaho, N.A.

100-200000-1000

JUL 19 1994

EXHIBIT "G"

ASSIGNMENT AGREEMENT AND BILL OF SALE

LOWER LOW LINE HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into this 20th day of April, 1989, by and between BONNEVILLE PACIFIC CORPORATION, a Delaware corporation ("Bonneville") and BP HYDRO ASSOCIATES, an Idaho general partnership (the "Partnership").

RECITALS

A. Bonneville and Robert L. Wood, the original partners of the Partnership, have entered into a Capital Contribution Agreement of even date herewith (the "Contribution Agreement") whereunder each partner has agreed to contribute certain cash or assets to the Partnership as their respective initial capital contributions to the Partnership.

B. Bonneville desires hereby to assign, convey, transfer and quit claim to the Partnership, without warrant except as set forth herein, all of its rights, titles, interests and obligations relating to or arising in connection with the Lower Low Line Hydroelectric Project located in Twin Falls County, Idaho (the "Project").

C. The Partnership desires to accept the assignments and conveyances made hereunder in accordance with the terms hereof.

NOW THEREFORE, in consideration of the foregoing premises and pursuant to the terms of the Contribution Agreement, the parties hereto agree as follows:

JUL 19 1994

1. Assignment Agreement. Bonneville hereby assigns, transfers, conveys and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations relating to the Project including, but not limited to, those agreements, notes, security instruments, permits, authorizations and contracts set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Bill of Sale. Bonneville hereby conveys, transfers, assigns and quit claims to the Partnership, without warranty, all of its rights, titles, interests and obligations in and to all physical improvements relating to the Project and all equipment and other personal property incorporated into the Project, including, but not limited to, the items listed on Exhibit "B" attached hereto and by this reference made a part hereof.

3. Conveyances Subject to Existing Encumbrances. The Assignments contained herein are made specifically subject to liens and encumbrances presently existing with respect to the Project.

4. Acceptance. The Partnership hereby accepts the assignments, conveyances, transfers and quit claims herein contained and agrees to assume, without limitation, all rights, titles, interests, properties and obligations of Bonneville in and to the Project, including, but not limited to, those items listed and described on Exhibits "A" and "B" attached hereto.

5. Authorization. Each of the parties hereto represent and warrant that all necessary corporate and

JUL 19 1994
- 2 -

partnership action has been taken authorizing the execution and consummation of the transactions herein contained.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho.

BONNEVILLE PACIFIC CORPORATION

By Robert N. Pratt

Robert N. Pratt, President

BP HYDRO ASSOCIATES

By: Bonneville Pacific
Corporation, its Managing
General Partner

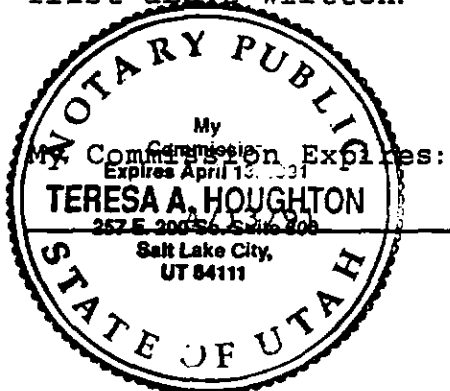
By Robert L. Wood

Robert L. Wood,
Managing Director

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert N. Pratt known or identified to me to be the President of Bonneville Pacific Corporation ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

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



Teresa A. Houghton

NOTARY PUBLIC
Residing at: Salt Lake City

REC-100-1989

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

On this 20th day of April, 1989, before me, Teresa A. Houghton, notary public, personally appeared Robert L. Wood known or identified to me to be a Managing Director of Bonneville Pacific Corporation, the Managing General Partner of BP Hydro Associates ("Corporation") that executed the above instrument or the person who executed the instrument on behalf of the Corporation and acknowledged to me that such Corporation executed the same.

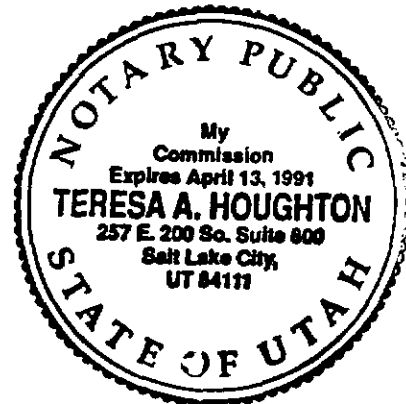
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teresa A. Houghton
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

4/13/91

d/a/00861



JUL 19 1994

EXHIBIT "A"

(1) Royalty Amendment dated April 27, 1988 between Bonneville and Summit Construction Company;

(2) Construction Agreement dated December 30, 1985 between Low Line Rapids Hydroelectric Company and Summit Construction Company;

(3) Approved Application for Water Permit No. 01-7063 issued to Twin Falls Canal Company and assigned by Assignment of Water Rights Permit dated May 18, 1987 between Twin Falls Canal Company and Bonneville;

(4) Firm Energy Sales Agreement dated September 12, 1986 between Bonneville and Idaho Power Company;

(5) Agreement dated January 16, 1987 between Bonneville, Twin Falls Canal Company and Twin Falls Highway District;

(6) Lease and Assignment Agreement dated May 18, 1987 between Twin Falls Canal Company and Bonneville; subject, however, to the receipt by Bonneville of a written consent from Twin Falls Canal Company to such assignment. In the event Twin Falls Canal Company fails or refuses to consent to such assignment, Bonneville shall hold said Lease and Assignment Agreement as nominee for the Partnership.

(7) FERC Order Granting Exemption from Licensing dated April 16, 1988 as issued to Twin Falls Canal Company; and

(8) Notice and Acceptance of Transfer of Exemption Ownership dated May 18, 1987 whereunder Twin Falls Canal Company transferred the FERC Exemption to Bonneville.

RECEIVED

JUL 19 1994

Bonneville Pacific Corporation

April 11, 1989

RECEIVED
APR 12 1989

Mr. Gary Spackman
Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706

Department of Water Resources

Re: Assignment of Water Rights -- Rock Creek II,
Dietrich Drop and Lower Low Line (Low Line
Rapids) Projects

Dear Gary:

Bonneville Pacific Corporation has organized a new Idaho general partnership known as BP Hydro Associates (the "Partnership") for the purpose of owning and operating three hydroelectric projects in Idaho known as the Dietrich Drop Project, Rock Creek II Project and Lower Low Line Project. In connection with the establishment of the Partnership, Bonneville desires to convey to the Partnership all of its rights, titles and interests under the water permits relating to these projects as follows:

Dietrich Drop - Permits Nos. 01-7022 and 01-7058
Lower Low Line - Permit No. 01-7063
Rock Creek II - Permit No. 47-7771

It is our understanding that the Partnership qualifies to hold water rights in the State of Idaho pursuant to revised Section 42-206 of the Idaho Code.

Accordingly, we hereby request the Department of Water Resources to modify its records to reflect that BP Hydro Associates is the holder of the above-referenced permits. A copy of the Capital Contribution Agreement between the partners in the Partnership setting forth the proposed assignment of the water rights is delivered herewith for your review.

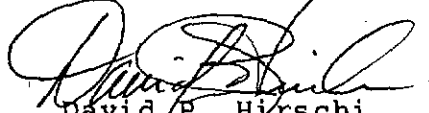
Should the Department of Water Resources approve the assignment requested herein, we request that the Department of Water Resources execute a letter in form and substance similar to that enclosed herewith and return the same to the undersigned at your earliest convenience.

JUL 19 1994

Mr. Gary Spackman
April 11, 1989
Page 2

We appreciate your cooperation in this matter.
Please do not hesitate to contact us should you have any
comments or questions regarding the same.

Very truly yours,


David F. Hirschi
General Counsel

DPH: tah

Enclosures

d/a/00810

JUL 19 1994

AFFIDAVIT

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

I, DAVID P. HIRSCHI, Vice-President of Bonneville Pacific Corporation hereby certify and confirm that (1) Bonneville Pacific Corporation is a general partner in BP HYDRO ASSOCIATES; (2) BP HYDRO ASSOCIATES is a duly formed Idaho general partnership; and (3) Bonneville Pacific Corporation is a Delaware Corporation duly qualified and in good standing to conduct business in the State of Idaho. A copy of the recent Certificate of Good Standing from the Secretary of State of the State of Idaho is attached hereto in evidence of the foregoing.

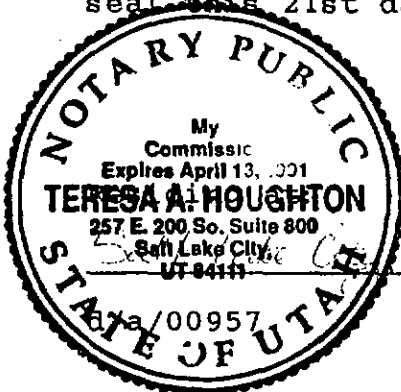
DATED this 21st day of April, 1989.

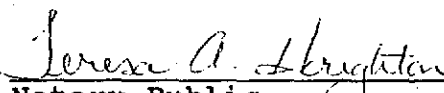


David P. Hirschi
Vice-President and
General Counsel
Bonneville Pacific Corporation

Subscribed and sworn before me, Teresa A. Houghton, a Notary Public in and for said County and State, by David P. Hirschi, known to me to be the Vice-President and General Counsel of Bonneville Pacific Corporation.

IN WITNESS WHEREOF, I have set my hand and official seal this 21st day of April, 1989.





Notary Public
My Commission Expires 


JUL 19 1994



CERTIFICATE OF CORPORATE STATUS
OF

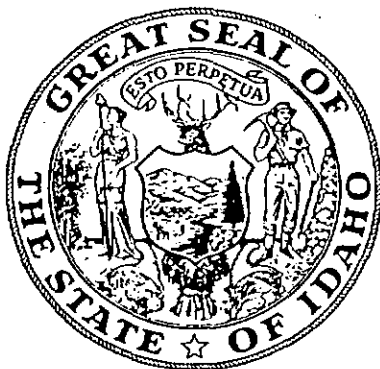
BONNEVILLE PACIFIC CORPORATION

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 Delaware and was issued a certificate of Authority in Idaho on August 13, 1986.

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

Dated September 8, 1988



Pete T. Cenarrusa

SECRETARY OF STATE

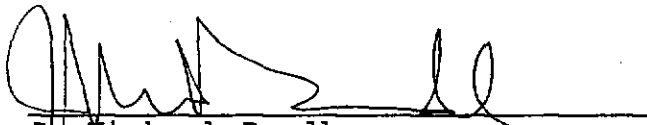
by *Ange Hake*

AFFIDAVIT

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

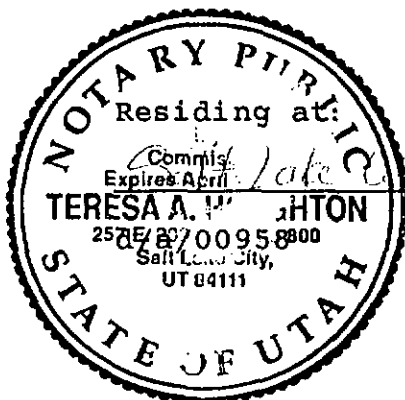
I, J. MICHAEL BRADLEY, President of TET ENERGY INC.
hereby certify and confirm that (1) TET ENERGY INC. is a
general partner in BP HYDRO ASSOCIATES; (2) BP HYDRO ASSOCIATES
is a duly formed Idaho general partnership; and (3) TET ENERGY
INC. is an Idaho corporation duly qualified and in good
standing to conduct business in the State of Idaho. A copy of
the Articles of Incorporation for TET ENERGY INC. recently
filed with the State of Idaho is attached hereto.

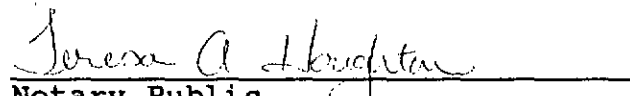
DATED this 21st day of April, 1989.


J. Michael Bradley
President
TET ENERGY INC.

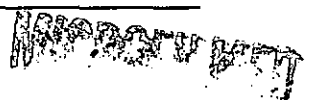
Subscribed and sworn before me, Teresa A. Houghton, a
Notary Public in and for said County and State, by J. Michael
Bradley, known to me to be the President of TET ENERGY INC.

IN WITNESS WHEREOF, I have set my hand and official
seal this 21st day of April, 1989.




Notary Public
My Commission Expires:

4-13-91



JUL 19 1994



CERTIFICATE OF INCORPORATION
OF

T E T ENERGY INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of the above named corporation, duly signed 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 Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated: April 18, 1989



Pete T. Cenarrusa

SECRETARY OF STATE

by:

Greg J. Clark

RECEIVED

JUL 19 1989

ARTICLES OF INCORPORATION

OF

APR 18 2 35 PM '89

SECRETARY OF STATE

T E T ENERGY INC.

The undersigned, acting as incorporator of a corporation under the Idaho Business Corporation Act, adopts the following Articles of Incorporation.

FIRST

The name of the corporation is T E T ENERGY INC.

SECOND

The corporation is a perpetual entity.

THIRD

The corporation is formed and organized to engage in all general business and the transaction of any and all lawful business for which corporations may be incorporated under the Idaho Business Corporation Act and as the board of directors may from time to time determine.

FOURTH

The aggregate number of shares which the corporation has the authority to issue is 10,000,000 shares of common stock, all of one class, at par value of \$1.00 each.

FIFTH

The number of directors of the corporation shall be as specified in the bylaws, and such number may from time to time be increased or decreased in such manner as may be prescribed in the bylaws, provided the number of directors of the corporation shall not be fewer than the number required by law. The initial board of directors shall number one. In case of any increase in the number of directors, the additional directors may be elected by the directors then in office, and the directors so elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and qualified.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders.

RECEIVED

JUL 19 1994

Stockholders of the corporation shall not have preemptive and preferential rights of subscription to any shares of stock of the corporation, whether now or hereafter authorized, or to any obligations of the corporation convertible into stock.

The initial bylaws shall be adopted by the board of directors. The power to alter, amend or repeal the bylaws or adopt new bylaws, subject to repeal or change by action of the shareholders, shall be vested in the board of directors. Such power may be exercised by a majority vote of the board of directors at any annual or special meeting of the board of directors called for that purpose.

The articles of incorporation of this corporation may be amended by a majority vote at any annual or special meeting of stockholders, either upon consideration of a resolution for amendment adopted by the board of directors or upon consideration of a resolution adopted by the holders of not less than ten percent (10%) of all the shares entitled to vote at such meeting.

SIXTH

The location and post office address of the initial registered office of the corporation is 205 N. 10th Street, Suite 200, P.O. Box 1960, Boise, Idaho 83701, and the name of the initial registered agent of the corporation who may be found at that address is Terry E. Coffin.

SEVENTH

The names and post office addresses of the initial directors of the corporation, appointed by the incorporator to serve until the first election of directors, are as follows:

<u>Name</u>	<u>Address</u>
J. Michael Bradley	P.O. Box 100, No. 1 One First Canadian Place Toronto, Canada M5X 1B2

EIGHTH

The name and post office address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Terry E. Coffin	205 N. Tenth Street Suite 200 P.O. Box 1960 Boise, ID 83701

JUL 19 1994

18th IN WITNESS WHEREOF, I have hereunto set my hand on the
day of April, 1989.


TERRY E. COFFIN

RECEIVED
MAR 23 1989

JUL 19 1994

Bonneville Pacific Corporation

April 21, 1989

RECEIVED
APR 24 1989

Department of Water Resources

Mr. Gary Spackman
Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706

Re: Assignments of Water Rights - Dietrich Drop,
Rock Creek II and Lower Low Line Hydroelectric
Projects

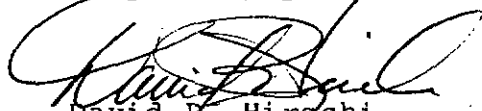
Dear Gary:

In connection with the above-referenced assignments, enclosed please find an executed copy of the Partnership Agreement and Addendum of BP Hydro Associates. Also enclosed, pursuant to your request, are Affidavits of the general partners of BP Hydro Associates verifying that BP Hydro Associates is an existing Idaho general partnership and that the corporate general partners are qualified to do business in the State of Idaho.

Bonneville Pacific Corporation hereby requests the Department of Water Resources to modify its records to reflect that BP Hydro Associates is the holder of the water permits for the above-referenced projects and that the Department issue its consent to the assignments in the form previously provided to you as soon as possible.

Thank you for your cooperation and assistance in this matter.

Very truly yours,


David P. Hirschi
General Counsel

DPH: tbf

Enclosure

d/c/00953

RECEIVED

JUL 19 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - [REDACTED]

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

May 1, 1989

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111

BP Hydro Associates
c/o Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111

RE: Approval of Assignment of Water Rights

Gentlemen:

You have requested that the Idaho Department of Water Resources approve an assignment of water rights from Bonneville Pacific Corporation to BP Hydro Associates, which, by affidavit, is represented to be an Idaho general partnership. The requested relates to the Dietrich Drop Hydroelectric Project, Permit Nos. 01-7022 and 01-7058, the Rock Creek II Hydroelectric project, Permit No. 47-7771, and the Lower Low Line Hydroelectric Project, Permit No. 01-7063. We have reviewed the Capital Contributions Agreement under which such assignment is intended to be made and we have reviewed the proposed Partnership Agreement which will establish BP Hydro Associates.

The Capital Contribution Agreement in paragraph (d), page three, assigns all rights, titles, interests and obligations to the Dietrich Drop, Rock Creek II and Lower Low Line projects. The water right permits are not specifically mentioned in any of the text, but the department will recognize the assignment of the permits in the broad assignment. Recognition of the assignment is conditional upon receipt of fully executed copies of the Capital Contribution Agreement and the Partnership Agreement.

For the Rock Creek and Dietrich Drop projects, Bonneville is conveying a "legal" interest in the water rights. A security interest in the water rights is being retained by Stewart Title of Idaho pursuant to Trust Agreements previously entered into with respect to these water rights. For the Lower Low Line project, Bonneville appears to own clear title which is not subject to a security interest.

JUL 19 1989

When the executed copies of the Capital Contribution Agreement and the Partnership Agreement are received by the department, we will change our records to show BP Hydro Associates as the owner.

Nothing herein shall modify the rights and obligations of the parties holding the water permits in the State of Idaho and the assignee, BP Hydro Associates, shall be fully obligated to abide by the statutes and regulations of Idaho law and the rules of the Department of Water Resources with respect to the use of water rights within the State of Idaho.

Sincerely,



Gary Spackman, Supervisor
WR Permits Section Manager

GS:ds

RECEIVED

JUL 19 1994

April 30, 1989

138245

BONNEVILLE PACIFIC CORP.
267 E. 200 S., STE. 800
SALT LAKE CITY, UT 84111

PROOF DUE NOTICE

RE: PERMIT NO. 01-7022

Gentlemen:

One of the conditons of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office. Previously, the department granted a request for an extension of time within which to submit proof of beneficial use until April 1, 1989. Please note the accompanying Order which has extended the proof due date to July 1, 1989. Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

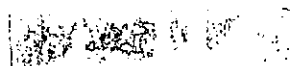
If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time provided the delay is for reasonable cause as described in Section 42-204, Idaho Code. If you have been prevented from proceeding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

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures



JUL 19 1989



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - [REDACTED]

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

April 17, 1989

Thomas K. Schafer, P.E.-L.S.
CH2M Hill
P.O. Box 8748
Boise, ID 83707

RE: Proof of beneficial use for permit no. 01-7022

Dear Mr. Schafer:

Approximately two weeks ago we discussed the proof of beneficial use for permit no. 01-7022 which was due on April 1, 1989. After reviewing the file, I determined that the department had not sent proper proof due notice to the interested parties. As a result of the department oversight, we will send a proof due notice to Bonneville Pacific Corporation on or about May 1, 1989. Bonneville Pacific will be granted approximately 60 days from the date of notice within which to file proof of beneficial use. If you are planning to examine the system, the examination will probably need to be submitted on or before July 1, 1989.

Bonneville Pacific will not lose any priority on the permit. The additional time will probably allow you to examine the system at maximum flow rates.

Sincerely,

Gary Spackman, Manager
Water Right Permits Section

GS:ds

cc: Southern Region

Bonneville Pacific Corp.
257 East 200 South, Suite 800
Salt Lake City, UT 84111

Big Wood Canal Co.

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JUL 19 1989

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APR 14 1989

01-7058

P-8909-005

Department of Water Resources

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Notice of Application Filed with the Commission
(April 5, 1999)

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 Filing: Transfer of License
- b. Project No.: 8909-005
- c. Date Filed: March 8, 1989
- d. Applicant: Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company
- e. Name of Project: Dietrich Drop
- f. Location: On the Milner Gooding Canal in Lincoln County, Idaho
- g. Filed Pursuant to: Federal Power Act 16 U.S.C. 825(r) (a)

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JUL 19 1994

- h. Applicants Contacts: Idaho Renewable Resources

McNeill Watkins II, Esq.
Bishop, Cook, Purcell & Reynolds
1400 L Street, NW
Washington, DC 20005
(202) 371-5785

Bonneville Pacific Corporation

Mark E. Rinehart, Esq.
Bonneville Pacific Corporation
Suite 800
257 East 200 South
Salt Lake City, Utah 84111
(801) 363-2520

Big Wood Canal Company

Cecil Hobdey, Esq.
Hobdey & Hobdey
125 Fifth Avenue West
P.O. Box 176
Gooding, Idaho 83330
(208) 934-4429

- i. Commission Contact: Mr. William Roy-Harrison
(202) 376-9830

Bonneville Pacific Corporation

March 2, 1989

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MAR 06 1989

Department of Water Resources

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

Re: Your letters of February 21, 1989 in connection with the Assignment and Trust Agreement and Secondary Collateral Assignment for Water Rights relating to the Dietrich Drop, Barber Dam and Rock Creek II Projects

Dear Gary:

We are most appreciative of your efforts in clarifying the position of the Department of Water Resources with respect to the Secondary Collateral Assignment of the Water Rights in connection with the above-referenced projects. In our view your letter meets the requirements of Idaho Power Company as well as the requirements of our lenders in connection with the projects.

Thank you again for the time and effort which you and Phil Rassier have taken on behalf of Bonneville in clarifying this matter.

As I indicated to you in our meeting in Boise some time ago, Bonneville Pacific Corporation is presently undertaking the permanent financing of these three facilities and in addition a facility known as Low Line II. The permanent lender on these projects will be Cigna Investments, Inc. or a designated trustee under a trust indenture to be executed in connection with the permanent financing. As documentation relating to that financing are received, I will contact you relative to our request for a further consent by the Department of Water Resources to a collateral assignment of the water rights relating to all four of these projects to Cigna or its

JUL 19 1994

Mr. Gary Spackman
March 2, 1989
Page 2

designated trustee. It is presently anticipated that Stewart Title Company may serve as trustee for Cigna and, therefore, subject to your review and approval of the documentation relating to the permanent financing, a letter similar to the February 21, 1989 letters reflecting the tertiary assignment of the water rights relating to all four projects will be necessary.

I will keep you advised on this matter. Again, thank you for your cooperation.

Very truly yours,



David P. Hirschi
General Counsel

DPH: tbf

cc: Gary L. Montgomery, Esq.

d/c/00676

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JUL 19 1994



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

February 21, 1989

Idaho Power Company
Attn: John Ferree
Box 70
Boise, Idaho 83707

Barton L. Kline, Esq.
Evans, Keane, Koontz, Boyd & Ripley
101 South Capitol Blvd., Suite 1701
Boise, Idaho 83701

David P. Hirschi, Esq.
Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111

Patrick G. Bassett
Norwest Bank Minnesota
National Association
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55402-3901

RE: Assignment and Trust Agreement and Secondary Collateral
Assignment for Water Permit Numbers 01-7022 and 01-7058
- Dietrich Drop

Gentlemen:

This office has received an executed copy of the Assignment and Trust Agreement dated August 1, 1988, whereunder Bonneville Pacific Corporation ("Bonneville Pacific") assigned its right, title and interest for security purposes in and to the above referenced water permit ("Permit") to Stewart Title of Idaho, Inc., an Idaho Corporation ("Stewart Title"), as Trustee for Norwest Bank Minnesota, National Association, First Security Bank of Utah, N.A., Marquette Bank Minneapolis N.A., and Ranier National Bank, (collectively "Banks").

This office has previously received, acknowledged and accepted the assignment of said Permit to Bonneville Pacific and the Department currently recognizes Bonneville Pacific as the legal owner of the Permit. Likewise, this office has previously reviewed and approved the above referenced Assignment and Trust Agreement between Bonneville Pacific and Stewart Title and recognizes Stewart Title as holding a beneficial interest for security purposes in the Permit on behalf of and in favor of the Banks. It is our understanding, based upon a Collateral Assignment of Agreement which we have received with respect to

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the above referenced project, that Bonneville Pacific now desires to assign a second lien security interest in the Permit to Idaho Powers Company pursuant to Idaho Public Utility Commission Order Nos. 21690 and 21800 in Case No. U-1006-292 and pursuant to a First Amendment to Power Contract entered into between Bonneville Pacific and Idaho Power Company.

After reviewing this matter, we have concluded that Idaho Power Company meets the statutory qualifications for holding a beneficial interest in water permits and based upon our review of the Collateral Assignment of Agreement with respect to this matter, we have concluded that such assignment is proper and the same is approved. Upon full execution of the fully executed copy of the same to this office, we will recognize Idaho Power Company as an additional secured party with respect to the Permit.

Please note, that Bonneville Pacific will continue to be listed as the owner of record of the Permit. The Department acknowledges the Collateral Assignment to and security interest of Stewart Title as First Lienor on behalf of the Banks and Idaho Power Company as Second Lienor pursuant to Idaho Public Utility Commission Orders.

Sincerely,



Gary Spackman, Manager
Water Right Permits Section

cc: Phillip J. Rassier, Esq.
d/c/00431

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JUL 19 1994



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

December 19, 1988

Gary Montgomery
Attorney at Law
737 North 7th Street
Boise, ID 83702

RE: Collateral assignment of agreement: Permits nos. 01-7022
and 01-7058

Dear Mr. Montgomery:

In November, 1988, you delivered to me a draft collateral assignment of agreements which proposes an assignment of various property from Bonneville Pacific Corporation and Pacific Hydro Inc. to the Idaho Power Company. The document calls for assignment of "application for permit to appropriate public water no. 01-7022 and application for permit to appropriate water no. 01-7058, as approved by the Idaho Department of Water Resources and assigned to the company" "Company" refers to Bonneville Pacific Corporation.

In reviewing our files, the water permits were assigned to Stewart Title as trustee for the lending banks to secure and indebtedness on the hydroelectric projects. By the assignment, we recognize Stewart Title as the present owner of the permits, even though the permits were assigned for security purposes only.

The collateral assignment of agreements which has been presented to me states that Bonneville Pacific and Pacific Hydro "assign to the Assignee, subject only to a prior assignment to the Banks all of their respective rights, titles and interests whether now owned or hereafter acquired, into and under the following agreements:" The assignment then lists the water right filings mentioned above.

While the department finds no speculative purpose in the assignment, and recognizes that Idaho Power, as the assignee, is authorized to do business in the State of Idaho, the department cannot recognize an assignment of permits nos. 01-7022 or 01-7058 since the permits have already been assigned to Stewart Title. Perhaps the assignment contemplates the conveyance of contractual benefits owned by Bonneville Pacific to Idaho Power.

The draft assignment that I have in my possession will satisfy the requirements of Idaho Code § 42-206 through 42-210. The department will not recognize a change of ownership in its

JUL 19 1994

records, however, because we recognize Stewart Title as the owner of the permits, and the only entity that could assign the permits.

Sincerely,



GARY SPACKMAN, Manager
Water Allocation Section

cc: David P. Hirschi
Attorney at Law
Bonneville Pacific Corp.
257 East 200 South
Suite 800
Salt Lake City, UT 84111

GS:ds

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JUL 19 1994



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

May 10, 1988

Paul T. Birkeland
FIGURE & BENSON
2300 Multi-Foods Tower
33 South Sixth Street
Minneapolis, MN 55402-3694

Richard F. Goodson
HAWLEY TROXELL ENNIS & HAWLEY
P.O. Box 1617
Boise, ID 83701

Patrick G. Bassett, V.P.
Northwest Bank Minnesota, Nat'l. Assoc.
8th Street and Marquette Avenue
Forth Floor, Investors Building
Minneapolis, MN 55479

David P. Hirschi
Secretary and General Counsel
Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, UT 84111

Gary L. Montgomery
MARCUS, MERRICK & MONTGOMERY
737 North 7th Street
Boise, ID 83702

Re: Assignment and Trust Agreement for Water Permits Nos.
01-7022 and 01-7058

Gentlemen:

This office has received an executed copy of the Assignment and Trust Agreement dated April 20, 1988, whereunder Bonneville Pacific Corporation ("Bonneville Pacific") assigned its right, title, and interest in and to the above referenced water permits ("permits") to Stewart Title of Idaho, Inc., an Idaho corporation ("Stewart Title"), as Trustee for Norwest Bank Minnesota, National Association, First Security Bank of Utah, N.A., Marquette Bank Minneapolis, N.A., and Rainier National Bank (collectively "Banks").

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JUL 19 1994

May 10, 1988
Page 2

This office previously received, acknowledged, and accepted the assignment of said permits from the applicant, American Falls Reservoir District No. 2, to the Big Wood Canal Company, an Idaho corporation, and the subsequent assignment of said permits from the Big Wood Canal Company to Bonneville Pacific Corporation ("Bonneville Pacific"), a Delaware corporation, qualified to do business in Idaho. In addition, this office also received documentation satisfactory to it which verifies that Bonneville Pacific and Stewart Title are qualified to do business in Idaho. Finally, this office received an affidavit to water rights to be used for power purposes executed by Robert H. DeBolt, registered agent for Stewart Title.

Based upon our understanding of the information contained in the above mentioned documentation, the Banks have agreed to provide financing to fund the cost of constructing the hydroelectric project. The Department also understands that, as part of the security for the repayment of the loan made by the Banks, the Banks have required that said permits be assigned to Stewart Title, as Trustee, in order to protect the Banks' interest in said permits.

This letter confirms that this office received the above mentioned documentation. We find that the same conforms to and complies with the requirements of Idaho Code Sections 42-206 through 42-210. Specifically, Stewart Title is a qualified entity to hold the permits, as Trustee, in accordance with the laws of the State of Idaho. Therefore, the Assignment and Trust Agreement is consented to and approved by the Idaho Department of Water Resources, as of the date of this correspondence.

Please note that Stewart Title will be listed as the owner of record of the permits. The Department acknowledges that the Assignment and Trust Agreement provides that the water licenses shall be issued to Bonneville Pacific despite the fact that Stewart Title is the holder of the permits. While the Department will endeavor to follow the provisions of the Assignment and Trust Agreement, we cannot guarantee that the Department will issue the licenses as requested. It is the ultimate responsibility of the parties to the Agreement to insure that the terms thereof are properly enforced.

Sincerely,



GARY SPACKMAN, Supervisor
Water Allocation Section

CC: Southern

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JUL 19 1988

HAWLEY TROXELL ENNIS & HAWLEY

ATTORNEYS AND COUNSELORS

ROBERT I. TROXELL
JESS B. HAWLEY, JR.
JOHN T. HAWLEY, P.A.
THOMAS A. MILLER
M. NEAL NEWHOUSE
CRAIG L. MEADOWS
JOSEPH D. MCCOLLUM, JR.
WAYNE B. SLAUGHTER, JR.
GARY D. BABBITT, P.A.
P. CRAIG STORTI
MERLYN W. CLARK
RICHARD F. GOODSON, P.A.
CARL W. HARDER
PHILLIP M. BARBER
DONALD E. KNICKREHM
EDWIN V. APEL, JR.
EUGENE A. RITTI
KAREN L. LANSING
RICHARD G. SMITH
JOHN F. KURTZ, JR.

ROBERT S. ERICKSON
NICHOLAS G. MILLER
BRENT F. LLOYD
JOHN MCGOWN, JR.
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JOHN T. HAWLEY, JR.
RONALD E. BUSH
STEVEN W. BERENTER
CATHY R. SILAK
KENNETH C. HOWELL
RITA L. BERRY
MICHAEL M. STODDARD
JOSEPH P. LANGFIELD
SUSAN D. MINER
KEVIN J. BEATON
PATRICK V. COLLINS
ANDREA M. POGUE
CHRIS F. ODE
DAVID A. CHANNER

ONE CAPITAL CENTER
SUITE 701
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BOISE, IDAHO 83701

TELEPHONE
(208) 344-6000

TELECOPIER
(208) 342-3829

PAUL B. ENNIS
(1916-1982)

POCATELLO OFFICE
125 NORTH GARFIELD
POST OFFICE BOX 4167
POCATELLO, IDAHO 83205

TELEPHONE
(208) 233-0845

May 3, 1988

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MAY 04 1988

Gary Spackman
Supervisor
Allocation Section
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Department of Water Resources

Re: Water Permits Nos. 01-7022 & 01-7058
Dietrich Drop Hydro Electric Project
Bonneville Pacific Corporation

Dear Mr. Spackman:

By the time that you receive this letter our office will have filed with the Department the original Assignment and Trust Agreement dated April 20, 1988 which has been properly executed by all parties involved in the above-referenced matter. In order to complete the closing of this transaction we would appreciate it if you would provide us with a letter whereby the Department acknowledges receipt of the Assignment and the validity of Stewart Title of Idaho, Inc. holding the Water Permits as Trustee. In order to expedite this process I am enclosing a letter which I have prepared for your signature. If you approve of this letter you could have it retyped on the Department's letterhead stationery and then delivered to our office. If you have any questions concerning the letter please give me a call.

Our client is most anxious to receive your letter and therefore once it is executed by you I would appreciate it if you would give me a call and I will have someone from our office pick-up the executed letter.

JUL 19 1994

HAWLEY TROXELL ENNIS & HAWLEY

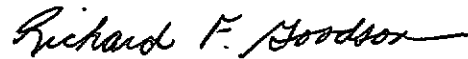
Gary Spackman

May 3, 1988

Page 2

I want to take this time and opportunity to thank you for your time and consideration. It was a pleasure working with you and I really do appreciate your efforts.

Very truly yours,



Richard F. Goodson

RFG/vk

Enclosures

cc: Paul T. Birkeland (w/Enc.)

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MAY 04 1988

ASSIGNMENT AND TRUST AGREEMENT

Department of Water Resources

This Assignment and Trust Agreement (hereinafter called the "Assignment"), dated as of April 20, 1988, is hereby entered into by Bonneville Pacific Corporation, with its principal office at 257 East 200 South, Suite 800, Salt Lake City, Utah 84111 (hereinafter called the "Assignor"), Stewart Title ~~Company~~ of Idaho, Inc., an Idaho corporation, with its office at 1412 West Idaho Street, Boise, Idaho (hereinafter called the "Trustee"), and Norwest Bank Minnesota, National Association, First Security Bank of Utah, N.A., Marquette Bank Minneapolis, N.A. and Rainier National Bank (hereinafter collectively called the "Banks").

RECITALS

A. Assignor, the Banks and Norwest Bank Minnesota, National Association, as agent for the Banks (Norwest Bank Minnesota, National Association, in such capacity being hereinafter called "Agent") have entered into a Credit Agreement, dated as of December 17, 1987, as supplemented and modified by a Project Lending Agreement ("Project Lending Agreement"), dated as of April 20, 1988, among Assignor, the Banks and the Agent (the Credit Agreement, as supplemented and modified by the Project Lending Agreement hereinafter called "Loan Agreement"), pursuant to which the Banks have agreed to make loans in the aggregate amount of \$5,750,000 to finance the construction of a certain hydroelectric project known as the Dietrich Drop Hydroelectric project in Lincoln County, Idaho (the "Project").

B. American Falls Reservoir District No. 2 ("District") has filed with the Department of Water Resources of the State of Idaho ("Department") (i) an Application for Permit to Appropriate Public Waters No. 01-7022 and the Department approved such application on March 15, 1984 and (ii) an Application for Permit to Appropriate Public Waters No. 01-7058 and the Department approved such application on April 26, 1988 (~~copies of which applications and approvals for water permits for power purposes are attached hereto as Exhibits A and B respectively (the approvals for such applications being hereinafter collectively called "Permits").~~

C. Pursuant to an Assignment of Permits dated November 3, 1986, the District assigned to Big Wood Canal Company ("Big Wood") its entire right, title and interest in and to the Permits, a copy of which assignment is attached hereto as Exhibit C.

D. Pursuant to an Assignment of Permits dated April 25, 1988, Big Wood assigned to the Assignor its entire right, title and interest in and to the Permits, a copy of which assignment is attached hereto as Exhibit D.

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JUL 19 1984

E. The Department has approved the assignments referred to in Recitals C and D above, copies of which approvals are attached hereto as Exhibits E and F.

F. As a condition to making the loans under the Loan Agreement to finance the construction of the Project, the Banks require that this Assignment be executed and delivered to the Trustee.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby represents and warrants to the Banks that:

(a) the Recitals are true and correct;

(b) Assignor is the lawful owner of the rights and interests granted by the Permits, the Permits are in full force and effect and have not been amended or modified, and the Assignor has not transferred, assigned or conveyed or granted a security interest in its rights and interests under the Permits.

2. Subject to and specifically conditioned upon the written approval hereof by the Department, Assignor hereby assigns to Trustee all of Assignor's right, title and interest in the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the payment of all of the obligations of the Assignor to the Banks arising under the Project Lending Agreement, including but not limited to the indebtedness evidenced by the project notes issued to the Banks under the Project Lending Agreement.

3. This Assignment is an assignment only of all right, title and interest of the Assignor in the Permits, and the Assignor covenants and agrees with the Trustee to faithfully perform, observe and comply with all obligations of the Assignor under the Permits and with all limitations and conditions imposed under the Permits, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Banks be deemed to have assumed any of the obligations of the Assignor under or with respect to the Permits, unless and until the Agent has given Assignor written notice that the Banks have affirmatively assumed such obligations as the result of an event of default existing under the Credit Agreement (a "Default") and the enforcement of the rights and remedies of the Trustee under this Assignment.

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JUL 19 1994

4. Assignor agrees that it will not cancel, terminate, modify or amend the Permits or surrender any of its water rights granted under the Permits and will not further assign the Permits to any party, without in each instance the prior written consent of the Banks. Assignor further agrees that it shall deliver to the Trustee or Agent copies of all written agreements, correspondence and memoranda between Assignor and the Department relating to the Permits and any water license issued by the Department to replace a Permit as the Trustee or Agent may from time to time reasonably require.

5. Upon the occurrence of any Default the Trustee, at the request of the Agent, may without notice or demand and with or without entry upon the site of the Project, at its option, take over and enjoy the benefits of the Permits to the same extent as Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Agent or the Banks under any other instrument securing payment of the obligations under the Project Lending Agreement and the Project Notes issued thereunder. In addition, upon the occurrence of a Default the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under the applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended actions is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Assignor at least 10 days prior to the intended disposition or other action.

6. The Trustee shall hold all right, title and interest in the Permits for the benefit of the Banks subject to the limitations under this Assignment, pending issuance of water licenses to replace the Permits by the Department. Any water license issued to replace the Permit shall be issued to Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all of Assignor's right, title and interest in any such water license as collateral security for the payment of Assignor's obligations under the Project Lending Agreement and the Project Notes issued thereunder and the rights and remedies of the Trustee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Permits. Should any water license be issued to the Trustee instead of to Assignor, the Trustee shall take all necessary steps to transfer ownership of such water license to the Assignor as soon as possible, subject to the terms of this Assignment.

7. Assignor agrees to indemnify and to hold Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, ~~costs~~ expenses or disbursements of any kind or nature whatsoever which

JUL 19 1994

may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment, provided that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making Trustee a mortgagee in possession, or as constituting a waiver or suspension by the Banks of their right to enforce payment of the debts under the terms of the Loan Agreement. Trustee is not the agent, partner, or joint venturer of either the Assignor or of the Department.

9. Each Bank hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee (i) may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts, (ii) shall incur no liability under or in respect of this Assignment by acting upon any notice, certificate or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties, (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor under this Assignment or to determine whether a Default has occurred and (iv) shall not be responsible to any Bank for the due execution, legality, validity, enforceability, sufficiency or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

11. Each of the Banks agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) ratably according to the face amount of the project note issued to such Bank under the Project Lending Agreement from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of

JUL 19 1994

any kind or nature whatsoever which may be imposed on, inured by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment, provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least 90 days prior written notice thereof to the Agent and the Assignor and may be removed at any time with or without cause by the Banks. Upon any such resignation or removal, the Banks shall have the right to appoint a successor Trustee. If no successor trustee shall have been so appointed by the Banks and shall have accepted such appointment within 60 days after the retiring Trustee's giving of notice of resignation or removal, then the retiring Trustee may, on behalf of the Banks, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the State of Idaho having its principal office in the State of Idaho and in the case of any bank having a combined capital and surplus of at least \$25,000,000. Upon acceptance of any appointment as Trustee hereunder by a successor Trustee, such successor Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Trustee and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

13. The Trustee acknowledges and agrees that it has made separate arrangement with the Assignor for the payment of its fees for serving as Trustee under this Assignment, and the Assignor agrees that such fees are its obligation to pay.

14. Assignor agrees that it will execute such other instruments and documents as the Agent or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water license to the Trustee that replaces a Permit.

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns.

Michael J. [illegible]

JUL 19 1994

16. This Assignment can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of Assignor indicated below:

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Attention: Mr. Kenneth Bell
with a copy to David Hirschi at the
same address.

18. The Trustee shall release all collateral granted hereunder when the Banks' commitment under the Project Lending Agreement to lend for purposes of constructing the Project has terminated and all amounts outstanding under the project notes issued under the Project Lending Agreement, including accrued and unpaid interest thereon, and all other amounts outstanding under the Project Lending Agreement have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by the internal laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

BONNEVILLE PACIFIC CORPORATION

By [Signature]
Its Secretary

STEWART TITLE COMPANY
OF IDAHO, Inc. as Trustee

By [Signature]
Its President

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By [Signature]
Its President

FIRST SECURITY BANK OF
UTAH, N.A.

By Harvey Sam
Its VICE PRESIDENT

MARQUETTE BANK MINNEAPOLIS,
N.A.

By [Signature]
Its Deputy President

RAINIER NATIONAL BANK

By Matthew C. Rudolf
Its Asst. Vice President

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

On this 22nd day of April, 1988 before me
Barbara M. Butke, a notary public, personally ap-
peared David P. Troschi known or identified to me to be the
Secretary of Bonneville Pacific Corporation
("Corporation") that executed the above instrument or the person
who executed the instrument on behalf of the Corporation and
acknowledged to me that such Corporation executed the same. In
witness whereof, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above
written.



Barbara M. Butke
Notary Public, residing at
Minneapolis, Minnesota
My Commission Expires:
September 22, 1993

STATE OF Idaho)
COUNTY OF Ada) ss.

On this 3rd day of May, 1988 before me
[Signature], a notary public, personally appeared
Robert H. De Solt known or identified to me to be the
President of Stewart Title Company of Idaho, Inc.
("Company") that executed the above instrument or the person who
executed the instrument on behalf of the Company and acknowledged

JUL 19 1994

to me that such Company executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

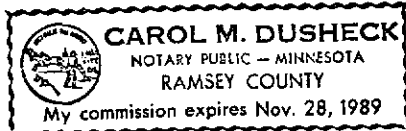
Ruby Peterson
Notary Public, Residing at

Brook, Idaho
My Commission Expires:

6-25, 1999

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 27th day of April, 1988 before me
Carol M. Dusheck, a notary public, personally appeared
Patrick S. Bassett known or identified to me to be the
Vice President of Norwest Bank Minnesota, National Association ("Bank") that executed the above instrument or the person who executed the instrument on behalf of said Bank and acknowledged to me that such Bank executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carol M. Dusheck
Notary Public, Residing at
Rosville, Minnesota
My Commission Expires:
Nov. 28, 1989

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

On this 29 day of April, 1988 before me
D. Kevin Timley, a notary public, personally appeared
Harvey Tanner known or identified to me to be the
Vice President of First Security Bank of Utah, N.A. ("Bank") that executed the above instrument or the person who executed the instrument on behalf of said Bank and acknowledged to me that such Bank executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

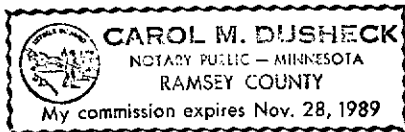
D. Kevin Timley
Notary Public, Residing at

Magna, Utah
My Commission Expires:

February 5, 1991

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

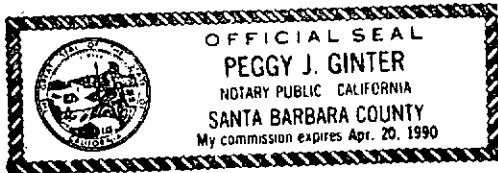
On this 27th day of April, 1988 before me
Carol M. Dushack a notary public, personally appeared
James D. LaBucke known or identified to me to be the
Vice President of Marquette Bank Minneapolis, N.A.
("Bank") that executed the above instrument or the person who
executed the instrument on behalf of said Bank and acknowledged
to me that such Bank executed the same. In witness whereof, I
have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.



Carol M. Dushack
Notary Public, Residing at
Roseville, Minnesota
My Commission Expires:
Nov. 28, 1989

STATE OF CALIF)
)
COUNTY OF SANTA BARBARA

On this 28th day of April, 1988 before me
Peggy J. Ginter, a notary public, personally appeared
Matthew C. Rudolph known or identified to me to be the
Asst. Vice President of Rainier National Bank ("Bank") that
executed the above instrument or the person who executed the
instrument on behalf of said Bank and acknowledged to me that
such Bank executed the same. In witness whereof, I have hereunto
set my hand and affixed my official seal the day and year in this
certificate first above written.



Peggy J. Ginter
Notary Public, Residing at
Santa Maria, CA
My Commission Expires:
April 20, 1990

This instrument was
drafted by:

FAEGRE & BENSON (PTB)
2300 Multifoods Tower
33 South 6th Street
Minneapolis, Minnesota 55402

MADE

JUL 19 1994

RECEIVED

Form 205/206
4/85

MAY 04 1988

State of Idaho
Department of Water Resources

01-7022 & 01-7058
Water Right No.

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

Department of Water Resources

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

1. Individual Applicant or Individual Members of a Partnership:

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

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

2. Corporation:

I, ROBERT H. DEBOLT of Boise
(name) (city),

County of Ada, State of Idaho, being duly sworn, depose
and say: That I am the designated registered agent of the Stewart Title of Idaho, Inc.

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

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

Idaho, wherein are kept the corporate records required by Section 30-1-52, Idaho Code: and that Stewart
Title of Idaho, Inc. is a corporation qualified to do business in the State of Idaho under the laws
(name of corporation)
of the State of Idaho.

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

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

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

Robert H. DeBolt
Applicant ROBERT H. DEBOLT

State of Idaho)
County of ADA) ss.

On this 3rd day of May, 19 88, personally appeared before me
the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Deputy Notary
Notary Public residing at

Boise Idaho

seal

My commission expires:
6-25-91

JUL 19 1994

AFFIDAVIT OF USER
OF WATER RIGHTS FOR POWER PURPOSES

I, David P. Hirschi, Secretary and General Counsel of Bonneville Pacific Corporation, a Delaware corporation (the "Corporation") hereby depose, affirm and state as follows:

1. The Corporation is the Assignee of certain Water Permits Nos. 01-7058 and 01-7022.

2. The United States Department of Interior, Bureau of Reclamation and American Falls Reservoir District No. 2, the owners of the real property and facilities designated in the Permits, have consented to the use thereof by the Corporation.

3. The documents consenting to the use of the real property and facilities are attached hereto and by this reference made a part hereof.



DAVID P. HIRSCHI
Secretary and General Counsel
Bonneville Pacific Corporation

RECEIVED
JUL 19 1994

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

On this 29th day of April, 1988, personally appeared
before me David P. Hirschi, the signer of the above instrument,
who duly acknowledged to me that he executed the same.

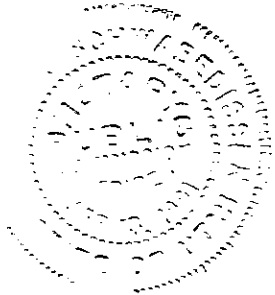
Teresa A. Schwabedissen
NOTARY PUBLIC

Residing at: Salt Lake City, UT

My Commission Expires:

4-13-91

435d:29



~~RECEIVED~~

JUL 19 1994



United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724-0043

IN REPLY
REFER TO: PN 440

APR 28 1988

Norwest Bank Minnesota, National Association
Attention: Mr. Patrick Bassett
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479-0082

Dear Mr. Bassett:

Subject: Contract No. 7-07-10-P-0019 between Big Wood Canal Company,
Bonneville Pacific Corporation, the United States of America,
and American Falls Reservoir District No. 2

This letter will confirm that I am the Regional Director, Pacific Northwest Region of the Bureau of Reclamation, and as such am the authorized representative of the Secretary of the Interior, defined as the "Contracting Officer" under the captioned Contract.

I further confirm that we have received and reviewed copies of:

1. The Assignment Agreement, dated as of December 18, 1987 ("Big Wood Assignment"), under which Big Wood Canal Company has assigned to Bonneville Pacific Corporation ("Company") certain of its rights and interests under the captioned Contract, including its rights and interests under the easements granted by the United States of America under the captioned Contract.

2. The Project Lending Agreement, dated as of April 20, 1988, among the Company, Norwest Bank Minnesota, National Association ("Norwest") and certain other banks ("Lending Agreement"), under which the banks party to that agreement have agreed to provide financing for the project described in the captioned Contract.

3. The Collateral Assignment of Agreements, dated as of April 20, 1988, made by the Company in favor of Norwest, as agent ("Assignment"), under which the Company has assigned to Norwest as security for payment of the Company's obligations arising under the Lending Agreement, its right, title, and interest under the captioned Contract, including but not limited to the right, title, and interest of Big Wood Canal Company assigned to the Company under the Big Wood Assignment.

RECEIVED
JUL 19 1988

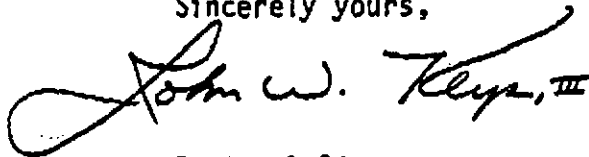
JUL 19 1988

We hereby acknowledge and confirm that the captioned Contract is in full force and effect and has not been amended and that to the best of our knowledge neither Big Wood Canal Company nor the Company is presently in default under any of the terms, conditions, and covenants of the captioned Contract binding on either or both of them.

Article 17 of the captioned Contract requires my approval of the assignment of any right or interest therein. This letter serves as such approval of the assignment made by Big Wood Canal Company to Bonneville Pacific Corporation (Assignment Agreement Dietrich Drop Hydroelectric Project, dated December 18, 1987), as well as the assignment to Norwest Bank Minnesota (Collateral Assignment of Agreements, dated April 20, 1988), subject, however, to the following express conditions and understandings:

1. The consent of the American Falls Reservoir District No. 2 be obtained to such assignments.
2. The Company hereby assumes and agrees to perform all the obligations of the assignor under the captioned Contract to the extent assumed under the Big Wood Assignment.
3. Consent to these assignments is not designed to amend in any way the rights and obligations of any party under the captioned Contract, and in the event of any conflict between the assignment and the captioned Contract, the language of the captioned Contract shall govern.

Sincerely yours,



Regional Director

cc: Mr. David Hirschi
Bonneville Pacific Corporation
257 East 200 South
Suite 800
Salt Lake City, Utah 84111

RECEIVED
JUL 19 1994

American Falls Reservoir District No. 2

BOX C
SHOSHONE, IDAHO 83352

May 2, 1988

Mr. John W. Keys, III
Regional Director
United States Department of the Interior
Bureau of Reclamation
Pacific Northwest Region
Federal Building & U. S. Courthouse
Box 043-550 West Fort Street
Boise, Idaho 83724-0043

Mr. Patrick Bassett
Norwest Bank Minnesota, N.A.
Agent
Eight Street and Marquette Avenue
Minneapolis, Minnesota 55479-0082

Gentlemen:

The undersigned, being a duly authorized representative of American Falls Reservoir District No. 2, hereby consents to the Assignment by Big Wood Canal Company to Bonneville Pacific Corporation and by Bonneville Pacific Corporation to Norwest Bank Minnesota, National Association, as Agent, of their respective interests in that certain Contract between Big Wood Canal Company, Bonneville Pacific Corporation, the United States of America, and American Falls Reservoir District No. 2, Contract No. 7-07-10-P-0019.

Sincerely,

AMERICAN FALLS RESERVOIR
DISTRICT NO. 2

By Waldo C. Jones
Its Chairman

JUL 19 1988



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

HAND DELIVERED

May 3, 1988

Rick Goodson
Attorney at Law
P.O. Box 1617
Boise, ID ID 83701

Re: Permits to Appropriate Water Nos. 01-7022 and 01-7058

Dear Mr. Goodson:

You inquired regarding approval of the assignment of the above filings by American Falls Reservoir District No. 2 (AFRD #2) to Big Wood Canal Company. Enclosed is a copy of a letter that was sent to Big Wood Canal Company in 1986 after the Department received the assignment. It acknowledges receipt of the assignment, and implicitly approves the assignment.

When the holder of an application or permit to appropriate water for hydropower purposes desires to assign the filing, he normally must file with the Department either an affidavit of residency, or a certificate of authorization to do business in the state from the Secretary of State's office. With respect to the assignment from AFRD #2 to Big Wood Canal Company, neither the certificate nor the affidavit were filed with our office. Nevertheless, Idaho Code § 42-207 states that a copy of the assignment must be filed with the Department, "together with such proof as the director of the department of water resources may require that the . . . assignee of such permit . . . possesses the qualifications set forth in Section 42-206 The Department will not require the post-filing of an affidavit or certificate at this time. The Department is relatively certain that Big Wood Canal Company is authorized to do business in Idaho. Furthermore, we did not request the proof of residency at the time we acknowledged receipt of the assignment.

In a previous telephone conversation with you, you promised to send me a copy of the executed assignment from Bonneville Pacific to Stewart Title. As soon as we receive the assignment, Stewart Title will be recorded as the owner of Permit Nos. 01-7022 and 01-7058.

JUL 19 1994

Should you have any further questions, please contact me.

Sincerely,



GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

CC: Gary L. Montgomery

MAILED 11 30

JUL 19 1994

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
ROBERT C. MONTGOMERY
KELLY L. BEEMAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY

MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-3563
RECEIVED

APR 27 1988

April 25, 1988

Department of Water Resources

Gary Spackman, Supervisor
Water Allocation Section
Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

Re: Pending Application for Water Permit Nos. 01-7058 &
01-7022 - (Dietrich Drop Hydro Project #8909-000)

Dear Mr. Spackman:

The office of Stewart Title which will be acting as the Agent in connection with the financing of the Dietrich Drop Project is located at 1412 W. Idaho in Boise. Any notices or other documentation which you need to send to the Agent should be addressed to the attention of Robert DeBolt, Stewart Title, P. O. Box 7546, Boise, Idaho 83707.

Best regards,

MARCUS, MERRICK & MONTGOMERY

Gary
GARY L. MONTGOMERY

GLM:mrs

RECEIVED

JUL 19 1994



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

HAND DELIVERED

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

April 26, 1988

Gary L. Montgomery, esq.
Marcus, Merrick, & Montgomery
737 North 7th Street
Boise, ID 83702-5595

Re: Assignment of Water Right Permit No. 01-7058 and 01-7022

Dear Mr. Montgomery:

The Department of Water Resources has reviewed the assignment of Permit Nos. 01-7058 and 01-7022 from Big Wood Canal Co. to Bonneville Pacific Corporation. The Department has also reviewed the draft assignment and trust agreement which proposes assignment of Permit Nos. 01-7058 and 01-7022 to Stewart Title Company of Idaho, Inc. We find that the assignments are proper and approve the assignment agreements as complying with the requirements of the Idaho Code. We also acknowledge receipt of confirmation that both Bonneville Pacific and Stewart Title are authorized to do business in the State of Idaho.

Stewart Title Company of Idaho, Inc. will be listed in the Department records as the owner of Permit Nos. 01-7022 and 01-7058. The mailing address of Stewart Title must be submitted to the Department.

All official correspondence and notices will be mailed to Stewart Title as the owner of the permit.

Sincerely,

GARY SPACKMAN, Supervisor
Water Allocation Section

GS:jf

CC: Eastern
Ron Carlson, Watermaster
Cecil D. Hobdey, esq.

RECEIVED

JUL 19 1988

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
ROBERT C. MONTGOMERY
KELLY I. BEEMAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY

MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-3563

April 25, 1988

Keith Higginson, Director
Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

Re: Pending Application for Water Permit Nos. 01-7058 &
01-7022 - (Dietrich Drop Hydro Project #8909-000)

Dear Mr. Higginson:

Pursuant to your request, this letter sets forth the position of Bonneville Pacific Corporation (Bonneville) regarding subordination in connection with the issuance of Water Permit Nos. 01-7058 and 01-7022.

Bonneville understands and agrees that the rights to the use of water granted by said permits will be subordinate to subsequent upstream beneficial depletionary uses. However, such subordination will not apply to the water rights held in the name of the United States with beneficial use acquired by American Falls Reservoir No. 2 pursuant to Amendatory Contract No. 14-06-W-73, as amended and supplemented. Aside from the foregoing exception, Bonneville has no objection to the issuance of said permits with the above referenced subordination restrictions and hereby represents that it will not contest or otherwise challenge such subordination either in court or before any federal or state agencies.

Sincerely yours,

MARCUS, MERRICK & MONTGOMERY

By _____
Gary L. Montgomery, Attorney
for Bonneville Pacific Corporation

GLM:mrs
cc: Phillip J. Rassier, Esq.

JUL 19 1994



CERTIFICATE OF CORPORATE STATUS
OF

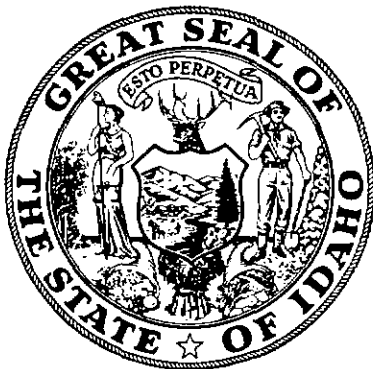
STEWART TITLE OF IDAHO, INC.

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 Idaho and was issued a certificate of incorporation in Idaho on August 9, 1976.

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

Dated April 26, 1988



Pete T. Cenarrusa
SECRETARY OF STATE

by *Larry J. Clark*

RECORDED

JUL 19 1994



CERTIFICATE OF CORPORATE STATUS
OF

BONNEVILLE PACIFIC 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 Delaware and was issued a
certificate of authority in Idaho on August 13, 1986.

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

Dated April 20, 1988



SECRETARY OF STATE

by

JUL 19 1994

ASSIGNMENT AND TRUST AGREEMENT

This Assignment and Trust Agreement (hereinafter called the "Assignment"), dated April __, 1988, is hereby entered into by Bonneville Pacific Corporation, with its principal office at 257 East 200 South, Suite 800, Salt Lake City, Utah 84111 (hereinafter called the "Assignor"), Stewart Title Company of Idaho, Inc., an Idaho corporation, with its office at _____, Boise, Idaho (hereinafter called the "Trustee"), and Norwest Bank Minnesota, National Association, First Security Bank of Utah, N.A., Marquette Bank Minneapolis, N.A. and Rainier National Bank (hereinafter collectively called the "Banks").

RECITALS

A. Assignor, the Banks and Norwest Bank Minnesota, National Association, as agent for the Banks (Norwest Bank Minnesota, National Association, in such capacity being hereinafter called "Agent") have entered into a Credit Agreement, dated as of December 17, 1987, as supplemented and modified by a Project Lending Agreement ("Project Lending Agreement"), dated as of April 20, 1988, among Assignor, the Banks and the Agent (the Credit Agreement, as supplemented and modified by the Project Lending Agreement hereinafter called "Loan Agreement"), pursuant to which the Banks have agreed to make loans in the aggregate amount of \$5,750,000 to finance the construction of a certain hydroelectric project known as the Dietrich Drop Hydroelectric project in Lincoln County, Idaho (the "Project").

B. American Falls Reservoir District No. 2 ("District") has filed with the Department of Water Resources of the State of Idaho ("Department") (i) an Application for Permit to Appropriate Public Waters No. 01-7022 and the Department approved such application on March 15, 1984 and (ii) an Application for Permit to Appropriate Public Waters No. 01-7058 and the Department approved such application on _____, 1988 (copies of which applications and approvals for water permits for power purposes are attached hereto as Exhibits A and B respectively (the approvals for such applications being hereinafter collectively called "Permits").

C. Pursuant to an Assignment of Permits dated November 3, 1986, the District assigned to Big Wood Canal Company ("Big Wood") its entire right, title and interest in and to the Permits, a copy of which assignment is attached hereto as Exhibit C.

D. Pursuant to an Assignment of Permits dated _____, 1988, Big Wood assigned to the Assignor its entire right, title and interest in and to the Permits, a copy of which assignment is attached hereto as Exhibit D.

JUL 19 1994

E. The Department has approved the assignments referred to in Recitals C and D above, copies of which approvals are attached hereto as Exhibits E and F.

F. As a condition to making the loans under the Loan Agreement to finance the construction of the Project, the Banks require that this Assignment be executed and delivered to the Trustee.

Accordingly, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby represents and warrants to the Banks that:

(a) the Recitals are true and correct;

(b) Assignor is the lawful owner of the rights and interests granted by the Permits, the Permits are in full force and effect and have not been amended or modified, and the Assignor has not transferred, assigned or conveyed or granted a security interest in its rights and interests under the Permits.

2. Subject to and specifically conditioned upon the written approval hereof by the Department, Assignor hereby assigns to Trustee all of Assignor's right, title and interest in the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the payment of all of the obligations of the Assignor to the Banks arising under the Project Lending Agreement, including but not limited to the indebtedness evidenced by the project notes issued to the Banks under the Project Lending Agreement.

3. This Assignment is an assignment only of all right, title and interest of the Assignor in the Permits, and the Assignor covenants and agrees with the Trustee to faithfully perform, observe and comply with all obligations of the Assignor under the Permits and with all limitations and conditions imposed under the Permits, as if this Assignment had not been made. The Trustee shall not be deemed in any manner to have assumed such obligations, and in no event shall the Banks be deemed to have assumed any of the obligations of the Assignor under or with respect to the Permits, unless and until the Agent has given Assignor written notice that the Banks have affirmatively assumed such obligations as the result of an event of default existing under the Credit Agreement (a "Default") and the enforcement of the rights and remedies of the Trustee under this Assignment.

JUL 19 1994

4. Assignor agrees that it will not cancel, terminate, modify or amend the Permits or surrender any of its water rights granted under the Permits and will not further assign the Permits to any party, without in each instance the prior written consent of the Banks. Assignor further agrees that it shall deliver to the Trustee or Agent copies of all written agreements, correspondence and memoranda between Assignor and the Department relating to the Permits and any water license issued by the Department to replace a Permit as the Trustee or Agent may from time to time reasonably require.

5. Upon the occurrence of any Default the Trustee, at the request of the Agent, may without notice or demand and with or without entry upon the site of the Project, at its option, take over and enjoy the benefits of the Permits to the same extent as Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Agent or the Banks under any other instrument securing payment of the obligations under the Project Lending Agreement and the Project Notes issued thereunder. In addition, upon the occurrence of a Default the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under the applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended actions is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Assignor at least 10 days prior to the intended disposition or other action.

6. The Trustee shall hold all right, title and interest in the Permits for the benefit of the Banks subject to the limitations under this Assignment, pending issuance of water licenses to replace the Permits by the Department. Any water license issued to replace the Permit shall be issued to Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all of Assignor's right, title and interest in any such water license as collateral security for the payment of Assignor's obligations under the Project Lending Agreement and the Project Notes issued thereunder and the rights and remedies of the Trustee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Permits. Should any water license be issued to the Trustee instead of to Assignor, the Trustee shall take all necessary steps to transfer ownership of such water license to the Assignor as soon as possible, subject to the terms of this Assignment.

7. Assignor agrees to indemnify and to hold Trustee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which

may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment, provided that the Assignor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

8. Nothing herein contained shall be construed as making Trustee a mortgagee in possession, or as constituting a waiver or suspension by the Banks of their right to enforce payment of the debts under the terms of the Loan Agreement. Trustee is not the agent, partner, or joint venturer of either the Assignor or of the Department.

9. Each Bank hereby appoints and authorizes the Trustee to take such action on its behalf and to exercise such powers under this Assignment as are delegated to the Trustee by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Assignment, the Trustee shall not be required to exercise any discretion or take any action.

10. Neither the Trustee nor any of its respective directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Assignment, except for its own or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Trustee (i) may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or experts, (ii) shall incur no liability under or in respect of this Assignment by acting upon any notice, certificate or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties, (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the covenants and agreements of the Assignor under this Assignment or to determine whether a Default has occurred and (iv) shall not be responsible to any Bank for the due execution, legality, validity, enforceability, sufficiency or value of this Assignment or any document or instrument furnished pursuant to this Assignment.

11. Each of the Banks agrees to indemnify the Trustee (to the extent not reimbursed by the Assignor upon demand) ratably according to the face amount of the project note issued to such Bank under the Project Lending Agreement from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of

any kind or nature whatsoever which may be imposed on, inured by or asserted against the Trustee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment, provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Trustee.

12. The Trustee may resign at any time by giving at least 90 days prior written notice thereof to the Agent and the Assignor and may be removed at any time with or without cause by the Banks. Upon any such resignation or removal, the Banks shall have the right to appoint a successor Trustee. If no successor trustee shall have been so appointed by the Banks and shall have accepted such appointment within 60 days after the retiring Trustee's giving of notice of resignation or removal, then the retiring Trustee may, on behalf of the Banks, appoint a successor Trustee, which shall be a title insurance company or bank organized under the laws of the United States or of the State of Idaho having its principal office in the State of Idaho and in the case of any bank having a combined capital and surplus of at least \$25,000,000. Upon acceptance of any appointment as Trustee hereunder by a successor Trustee, such successor Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Trustee and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

13. The Trustee acknowledges and agrees that it has made separate arrangement with the Assignor for the payment of its fees for serving as Trustee under this Assignment, and the Assignor agrees that such fees are its obligation to pay.

14. Assignor agrees that it will execute such other instruments and documents as the Agent or the Trustee may from time to time reasonably require to effectuate the assignment granted by this Assignment, including but not limited to filing with the Department such instruments and documents as the Department may require as a condition to approving the assignment of any water license to the Trustee that replaces a Permit.

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee and its successors and assigns.

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16. This Assignment can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. The mere failure to act shall not preclude the exercise or enforcement of any of the rights or remedies of the Trustee hereunder.

17. All notices to the Assignor provided for under this Assignment shall be in writing and mailed or delivered by overnight courier to the address of Assignor indicated below:

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Attention: Mr. Kenneth Bell
with a copy to David Hirschi at the
same address.

18. The Trustee shall release all collateral granted hereunder when the Banks' commitment under the Project Lending Agreement to lend for purposes of constructing the Project has terminated and all amounts outstanding under the project notes issued under the Project Lending Agreement, including accrued and unpaid interest thereon, and all other amounts outstanding under the Project Lending Agreement have been paid in full.

19. This Assignment shall be deemed made in and shall be governed by the internal laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

BONNEVILLE PACIFIC CORPORATION

By _____
Its _____

STEWART TITLE COMPANY
OF IDAHO, as Trustee

By _____
Its _____

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By _____
Its _____

FIRST SECURITY BANK OF
UTAH, N.A.

By _____
Its _____

MARQUETTE BANK MINNEAPOLIS,
N.A.

By _____
Its _____

RAINIER NATIONAL BANK

By _____
Its _____

IN WITNESS WHEREOF

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Access for Inspection of the Project

IDFG requests that it be given access to the project to inspect fish facilities, streamflows, or any other aspects of the project. IDFG will be granted access to the project without prior notice. Article 408 requires the licensee to allow employees of IDFG free and unrestricted access to, through, and across project lands and project works in the performance of their official duties.

Revision of Recommendations

IDFG requests that the license be conditioned to allow IDFG to revise its recommendations if the project design is changed from that shown in the application. Commission regulations and procedures under section 4.20 (Amendment of License) will provide fish and wildlife agencies the opportunity to comment and make recommendations on material or substantive changes in project design. These regulations and procedures and those under section 4.38 (pre-filing consultation) will ensure that IDFG is consulted concerning significant changes in project design.

Restoration of the Diversion Site

IDFG recommends that the licensee restore stream diversion points to preproject conditions upon abandonment of the project. Article 30 of the license requires the licensee to "remove any or all structures, equipment and power lines" and "to take any such other action necessary to restore the project waters, lands, and facilities remaining within the project boundary to a condition satisfactory to the United States agency having jurisdiction over its lands or the Commission's authorized representative...." This condition will require the licensee, upon abandonment of the project, to restore the project area to whatever preproject conditions the Commission finds necessary to protect resources at the site.

Comprehensive Plans

Section 10(a)(2) of the Act, as amended by ECPA, requires the Commission to consider the extent to which a project is consistent with comprehensive plans (where they exist) for improving, developing, or conserving a waterway or waterways affected by the project that are prepared by an agency established pursuant to Federal law that has the authority to prepare such plans or by the state in which the facility is or will be located. The Commission considers plans to be within the scope of section 10(a)(2) only if such plans reflect the preparers' own balancing of the competing uses of a waterway, based on their data and applicable policy considerations (i.e., considering and balancing all relevant public use considerations). With regard to plans prepared at the state level, such plans are within the scope of section 10(a)(2) only if they are prepared and adopted pursuant to a specific act of the state

Article 22. The Licensee shall do everything reasonably within its power, and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon the request of officers of the agency concerned, to prevent, to make advance preparations for suppression of, and to suppress fires on the lands to be occupied or used under the license. The Licensee shall be liable for and shall pay the costs incurred by the United States in suppressing fires caused from the construction, operation, or maintenance of the project works or of the works appurtenant or accessory thereto under the license.

Article 23. The Licensee shall interpose no objection to, and shall in no way prevent, the use by the agency of the United States having jurisdiction over the lands of the United States affected, or by persons or corporations occupying lands of the United States under permit, of water for fire suppression from any stream, conduit, or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license, or the use by said parties of water for sanitary and domestic purposes from any stream, conduit, or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license.

Article 24. The Licensee shall be liable for injury to, or destruction of, any buildings, bridges, roads, trails, lands, or other property of the United States, occasioned by the construction, maintenance, or operation of the project works or of the works appurtenant or accessory thereto under the license. Arrangements to meet such liability, either by compensation for such injury or destruction, or by reconstruction or repair of damaged property, or otherwise, shall be made with the appropriate department or agency of the United States.

Article 25. The Licensee shall allow any agency of the United States, without charge, to construct or permit to be constructed on, through, and across those project lands which are lands of the United States such conduits, chutes, ditches, railroads, roads, trails, telephone and power lines, and other routes or means of transportation and communication as are not inconsistent with the enjoyment

legislature and developed, implemented, and managed by an appropriate state agency. 2/

Two comprehensive plans of the types referred to in section 10(a)(2) of the Act relevant to this project have been identified: the Northwest Power Planning Council's Fish and Wildlife Program, Columbia River Basin - 1984 and Conservation and Electric Power Plan - 1986. Also, three resource plans 3/ that touch on various aspects of waterway management were brought to our attention and have been reviewed in relation to the proposed project as part of our broad public interest examination under section 10(a)(1) of the Act. No conflicts were found.

Based upon our review of the agency and public comments filed in this proceeding, and our independent analysis, as discussed herein, we conclude that the Dietrich Drop Hydroelectric Project is best adapted to a comprehensive plan for the Milner-Gooding Canal, which uses diverted flows from the Snake River, taking into consideration the beneficial public uses described in section 10(a)(1) of the Act.

Erosion Control

The Idaho Department of Fish and Game (DFG), in its motion to intervene, states that the construction of the project may result in increased sedimentation and turbidity within the Milner-Gooding Canal. DFG recommends that the applicant implement measures to prevent erosion and to minimize water quality degradation in the canal during the construction period.

The applicant proposes to excavate the canal channel during the period when the canal is dry (i.e., November through March) to prevent construction-induced degradation of water quality. During the period that onshore construction activities and the irrigation season coincide (i.e., April through October), the applicant proposes to implement an erosion control plan to minimize impacts on water quality during the period that areas disturbed by construction remain unstable. The applicant also proposes to install an emergency radial gate shutoff at the diversion structure to prevent erosion in the event that the 1,750-foot-long penstock ruptures.

The applicant should prepare and implement an erosion control plan to minimize construction impacts on water quality during the irrigation season. Article 401 requires the licensee to consult with DFG, the U.S. Fish and Wildlife Service, and the Idaho

2/ Fieldcrest Mills, Inc. Proceeding, 37 FERC ¶ 61,264 (1986).

3/ Idaho Water Resource Board, Idaho State Water Plan, December 12, Department of Health and Welfare (DHW) on the development of a plan to minimize erosion and sedimentation resulting from construction activities.

of said lands by the Licensee for the purposes of the license. This license shall not be construed as conferring upon the Licensee any right of use, occupancy, or enjoyment of the lands of the United States other than for the construction, operation, and maintenance of the project as stated in the license.

Article 26. In the construction and maintenance of the project, the location and standards of roads and trails on lands of the United States and other uses of lands of the United States, including the location and condition of quarries, borrow pits, and spoil disposal areas, shall be subject to the approval of the department or agency of the United States having supervision over the lands involved.

Article 27. The Licensee shall make provision, or shall bear the reasonable cost, as determined by the agency of the United States affected, of making provision for avoiding inductive interference between any project transmission line or other project facility constructed, operated, or maintained under the license, and any radio installation, telephone line, or other communication facility installed or constructed before or after construction of such project transmission line or other project facility and owned, operated, or used by such agency of the United States in administering the lands under its jurisdiction.

Article 28. The Licensee shall make use of the Commission's guidelines and other recognized guidelines for treatment of transmission line rights-of-way, and shall clear such portions of transmission line rights-of-way across lands of the United States as are designated by the officer of the United States in charge of the lands; shall keep the areas so designated clear of new growth, all refuse, and inflammable material to the satisfaction of such officer; shall trim all branches of trees in contact with or liable to contact the transmission lines; shall cut and remove all dead or leaning trees which might fall in contact with the transmission lines; and shall take such other precautions against fire as may be required by such officer. No fires for the burning of waste material shall be set except with the prior written consent of the officer of the United States in charge of the lands as to time and place.

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Article 29. The Licensee shall cooperate with the United States in the disposal by the United States, under the Act of July 31, 1947, 61 Stat. 681, as amended (30 U.S.C. sec. 601, et seq.), of mineral and vegetative materials from lands of the United States occupied by the project or any part thereof: Provided, That such disposal has been authorized by the Commission and that it does not unreasonably interfere with the occupancy of such lands by the Licensee for the purposes of the license: Provided further, That in the event of disagreement, any question of unreasonable interference shall be determined by the Commission after notice and opportunity for hearing.

Article 30. If the Licensee shall cause or suffer essential project property to be removed or destroyed or to become unfit for use, without adequate replacement, or shall abandon or discontinue good faith operation of the project or refuse or neglect to comply with the terms of the license and the lawful orders of the Commission mailed to the record address of the Licensee or its agent, the Commission will deem it to be the intent of the Licensee to surrender the license. The Commission, after notice and opportunity for hearing, may require the Licensee to remove any or all structures, equipment and power lines within the project boundary and to take any such other action necessary to restore the project waters, lands, and facilities remaining within the project boundary to a condition satisfactory to the United States agency having jurisdiction over its lands or the Commission's authorized representative, as appropriate, or to provide for the continued operation and maintenance of nonpower facilities and fulfill such other obligations under the license as the Commission may prescribe. In addition, the Commission in its discretion, after notice and opportunity for hearing, may also agree to the surrender of the license when the Commission, for the reasons recited herein, deems it to be the intent of the Licensee to surrender the license.

Article 31. The right of the Licensee and of its successors and assigns to use or occupy waters over which the United States has jurisdiction, or lands of the United States under the license, for the purpose of maintaining the project works or otherwise, shall absolutely cease at the end of the license period, unless the Licensee has obtained a new license pursuant to the then existing laws and regulations, or an annual license under the terms and conditions of this license.

Article 32. The terms and conditions expressly set forth in the license shall not be construed as impairing any terms and conditions of the Federal Power Act which are not expressly set forth herein.

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01- 7058 (?)

39 FERC ¶ 62,210

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Idaho Renewable Resources, Bonneville
Pacific Corporation, and Big Wood
Canal Company

Project No. 8909-000

ORDER ISSUING LICENSE
(Major Project - 5MW or Less)

MAY 22 1987

Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company (licensee) have filed a license application under Part I of the Federal Power Act (Act) to construct, operate, and maintain the Dietrich Drop Water Power Project, located in Lincoln County, Idaho, on the Milner Gooding Canal. The project would use surplus water or water power from a government structure.

Notice of the application has been published and comments have been received from interested federal, state, and local agencies. The Idaho Department of Fish and Game, the Idaho Department of Water Resources, and the Idaho Power Company have been granted intervention. The significant concerns of the intervenors are the protection, mitigation, and enhancement of fish and wildlife resources, the appropriation of water rights, and the need for power. These concerns, along with those of the commenting agencies, are discussed below.

Description

The project proposes to use an existing water control structure on the Bureau of Reclamation's (Reclamation) Milner-Gooding Canal to divert water for power generation. The project would consist of a new intake structure, a 1,750-foot-long penstock, a powerhouse containing a single generating unit with an installed capacity of 4,800 kW, and a 3.5-mile-long transmission line. The estimated average annual generation would be 22.2 million kWh. The project would operate in a run-of-river mode. ^{1/}

ENVIRONMENTAL CONSIDERATIONS

Recommendations of Federal and State Fish and Wildlife Agencies

Section 10(j) of the Act, as amended by the Electric Consumers Protection Act of 1986 (ECPA), Public Law No. 99-495, requires the Commission to include license conditions based on recommendations of federal and state fish and wildlife agencies for the protection, mitigation, and enhancement of fish and wildlife. The environmental assessment for the Dietrich Drop Hydroelectric

^{1/} The project is more fully described in ordering paragraph (B).

Project, which was prepared prior to ECPA, addresses most of the concerns of the federal and state fish and wildlife agencies, and, except as indicated below, makes recommendations consistent with those of the agencies.

In addition to recommending specific measures for the protection, mitigation, and enhancement of fish and wildlife resources, the Idaho Department of Fish and Game (IDFG) has requested authority to approve various plans and mitigative measures in the interest of further protecting fish and wildlife resources. The Commission must retain its final authority to approve or disapprove plans that must be submitted as requirements of the license. Further, since IDFG's request for authority to approve or disapprove plans is not a specific recommendation for the protection, mitigation, and enhancement of fish and wildlife, IDFG's request for that authority is considered outside the scope of section 10(j) of the Act. There are, however, articles herein requiring consultation with IDFG and other agencies prior to filing plans with the Commission. The views of IDFG will be given full consideration before Commission action on any filing pursuant to this license that affects IDFG's interest.

IDFG also makes recommendations concerning the location and design of access roads necessary for transmission line construction, access to the project for inspections, provisions for revising recommendations because of changes in project design, and restoration of the diversion site after abandonment of the project. Although these recommendations are not within the scope of section 10(j), the requirements of the license and the Commission's regulations and procedures ensure that IDFG will be consulted concerning necessary access roads, will have access to make inspections, and may revise recommendations because of changes in project design, and that the diversion site will be restored after project abandonment. These issues were not addressed in the environmental assessment but are discussed below.

Location and Design of Access Roads Necessary for Transmission Line Construction

IDFG recommends that the location and design of any roads necessary for transmission line construction be subject to IDFG approval. Construction of access roads could affect important wildlife resources and habitat. Careful design and siting of the roads would minimize adverse impacts on wildlife resources and habitat.

Article 407 requires the licensee to consult with the U.S. Fish and Wildlife Service, Reclamation, and IDFG on the development of a plan to protect wildlife resources that would be affected by any access roads constructed for the purpose of installing and maintaining project transmission lines. The Commission, however, reserves the authority to approve or disapprove the design and

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commented on the application. In addition, the license provides for mitigative measures to protect fish and wildlife resources, and is consistent with Section 1200.

Article 406 of the license reserves to the Commission the authority to require future alterations in project structures and operations in order to take into account to the fullest extent practicable NPPC's Program. Therefore, the issuance of this license is consistent with the PNEPPCA and the Program developed thereunder.

Cumulative Environmental Analysis

The proposed Dietrich Drop Project would not, as conditioned, contribute to cumulative adverse impacts on waterfowl, resident fish, recreational fishing, riparian vegetation, and visual quality, which were identified by the staff as target resources within the Upper Snake River Basin. Further, this license reserves adequate authority to require reasonable modifications to project structures or operation in the future for the conservation and development of fish and wildlife resources.

Other Environmental Concerns

Water quality certification, as required by Section 401 of the Clean Water Act, was granted by the DHW on April 4, 1985. No federally listed threatened or endangered species will be affected by construction or operation of the project.

FINDING OF NO SIGNIFICANT IMPACT

Construction activities will cause minor, short-term increases in sedimentation and turbidity. Project operation will eliminate flows in a 1,750-foot-long reach of the canal located between the diversion structure and powerhouse tailrace. Approximately 0.5 acres of riparian and 2.5 acres of desert scrub vegetation will be disturbed by construction activities. Construction will further result in minor short-term increases in noise, vehicular traffic, exhaust emissions, and dust.

Proposed mitigative measures will provide adequate protection to the environmental resources of the area.

In accordance with the National Environmental Policy Act of 1969, an Environmental Assessment was prepared for the Dietrich Drop Hydroelectric Project (FERC No. 8909) on January 29, 1986, and supplemented on August 13, 1986. On the basis of the record, and Staff's independent environmental analysis, issuance of a license for the project, as conditioned herein, will not constitute a major federal action significantly affecting the quality of the human environment.

ENGINEERING CONSIDERATIONS

Safety and Adequacy

The proposed project would use an existing check structure on the Bureau of Reclamations Miler-Gooding Canal to divert flows

Article 10. The Licensee shall, after notice and opportunity for hearing, coordinate the operation of the project, electrically and hydraulically, with such other projects or power systems and in such manner as the Commission may direct in the interest of power and other beneficial public uses of water resources, and on such conditions concerning the equitable sharing of benefits by the Licensee as the Commission may order.

Article 11. Whenever the Licensee is directly benefited by the construction work of another licensee, a permittee, or the United States on a storage reservoir or other headwater improvement, the Licensee shall reimburse the owner of the headwater improvement for such part of the annual charges for interest, maintenance, and depreciation thereof as the Commission shall determine to be equitable, and shall pay to the United States the cost of making such determination as fixed by the Commission. For benefits provided by a storage reservoir or other headwater improvement of the United States, the Licensee shall pay to the Commission the amounts for which it is billed from time to time for such headwater benefits and for the cost of making the determinations pursuant to the then current regulations of the Commission under the Federal Power Act.

Article 12. The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

Article 13. On the application of any person, association, corporation, Federal agency, State or municipality, the Licensee shall permit such reasonable use of its reservoir or other project properties, including works, lands and water rights, or parts thereof, as may be ordered by the Commission, after notice and opportunity

for power production. The alterations to the check structure proposed by the applicant would not increase the maximum water surface level of the canal.

The project structures would be safe if constructed in accordance with sound engineering practices.

Water Resource Planning

The proposed project will be operated as a run-of-river power plant utilizing irrigation releases and surplus flows in the Milner-Gooding Canal. The installed capacity of the plant will be 4800-kW. The plant will operate at an average 53% plant factor and generate an estimated 22.22 GWh annually. The power generated by the project is proposed to be sold to Idaho Power Company. The power could alternatively be sold to other utilities in the Pacific Northwest.

The Idaho State Water Plan adopted by the Idaho Water Resources Board has been reviewed in order to assess potential conflicts with the proposed project. The Idaho Plan sets forth general water policies including water allocation, flood control, irrigation and power. The plan establishes various average daily flows at points along the major rivers such as the Snake River. The proposed Dietrich Drop project would be located on the Milner-Gooding Canal and would non-consumptively use the canal flows. The project, therefore would not have an impact on the specific streamflow target values set forth in the plan and would not conflict with any stated goals of the plan.

Based on staff review of the public and agency comments the proposed project would not conflict with any existing or planned development. No specific comments or recommendations were made addressing flood control, navigation, water supply, or irrigation requirements in the basin.

Consideration of Council's Power Plan

Staff has reviewed the Northwest Power Planning Council's (Council) 1986 Power Plan to determine if the project is consistent. The Council's Plan envisions meeting the growing regional energy requirements in the most economical manner with environmentally acceptable resources. The Plan considers any environmentally acceptable resource, that is less expensive than coal-fueled steam electric generation, as an acceptable resource for development before the development of coal-fueled power plants (the Council's planned marginal resource).

Staff has developed life-cycle costs of energy from the Council's planned generic coal plant, assumed to be needed in the year 2002 under the Council's medium-high load growth assumption for determining if proposed hydroelectric projects are, in the long term, consistent with the Council's plan, as required by Section 10(a) 2' of the Federal Power Act.

Since the life-cycle levelized cost of the proposed project is less, as of its projected on-line date, than the levelized

for hearing, in the interests of comprehensive development of the waterway or waterways involved and the conservation and utilization of the water resources of the region for water supply or for the purposes of steam-electric, irrigation, industrial, municipal or similar uses. The Licensee shall receive reasonable compensation for use of its reservoir or other project properties or parts thereof for such purposes, to include at least full reimbursement for any damages or expenses which the joint use causes the Licensee to incur. Any such compensation shall be fixed by the Commission either by approval of an agreement between the Licensee and the party or parties benefiting or after notice and opportunity for hearing. Applications shall contain information in sufficient detail to afford a full understanding of the proposed use, including satisfactory evidence that the applicant possesses necessary water rights pursuant to applicable State law, or a showing of cause why such evidence cannot concurrently be submitted, and a statement as to the relationship of the proposed use to any State or municipal plans or orders which may have been adopted with respect to the use of such waters.

Article 14. In the construction or maintenance of the project works, the Licensee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its transmission lines and telegraph, telephone and other signal wires or power transmission lines constructed prior to its transmission lines and not owned by the Licensee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structures or wires falling or obstructing traffic or endangering life. None of the provisions of this article are intended to relieve the Licensee from any responsibility or requirement which may be imposed by any other lawful authority for avoiding or eliminating inductive interference.

Article 15. The Licensee shall, for the conservation and development of fish and wildlife resources, construct, maintain, and operate, or arrange for the construction, maintenance, and operation of such reasonable facilities, and comply with such reasonable modifications of the project structures and operation, as may be ordered by the Commission upon its own motion or upon the recommendation of the Secretary of the Interior or the fish and wildlife agency or agencies of any State in which the project or a part thereof is located, after notice and opportunity for hearing.

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Article 16. Whenever the United States shall desire, in connection with the project, to construct fish and wildlife facilities or to improve the existing fish and wildlife facilities at its own expense, the Licensee shall permit the United States or its designated agency to use, free of cost, such of the Licensee's lands and interests in lands, reservoirs, waterways and project works as may be reasonably required to complete such facilities or such improvements thereof. In addition, after notice and opportunity for hearing, the Licensee shall modify the project operation as may be reasonably prescribed by the Commission in order to permit the maintenance and operation of the fish and wildlife facilities constructed or improved by the United States under the provisions of this article. This article shall not be interpreted to place any obligation on the United States to construct or improve fish and wildlife facilities or to relieve the Licensee of any obligation under this license.

Article 17. The Licensee shall construct, maintain, and operate, or shall arrange for the construction, maintenance, and operation of such reasonable recreational facilities, including modifications thereto, such as access roads, wharves, launching ramps, beaches, picnic and camping areas, sanitary facilities, and utilities, giving consideration to the needs of the physically handicapped, and shall comply with such reasonable modifications of the project, as may be prescribed hereafter by the Commission during the term of this license upon its own motion or upon the recommendation of the Secretary of the Interior or other interested Federal or State agencies, after notice and opportunity for hearing.

Article 18. So far as is consistent with proper operation of the project, the Licensee shall allow the public free access, to a reasonable extent, to project waters and adjacent project lands owned by the Licensee for the purpose of full public utilization of such lands and waters for navigation and for outdoor recreational purposes, including fishing and hunting: Provided, That the Licensee may reserve from public access such portions of the project waters, adjacent lands, and project facilities as may be necessary for the protection of life, health, and property.

Department of Health and Welfare (DHW) on the development of a plan to minimize erosion and sedimentation resulting from construction activities. The applicant should install an emergency shutoff system at the diversion structure to prevent erosion in the event of a penstock rupture. Article 402 requires the licensee to install an emergency shutoff system at the diversion structure.

Raptor Protection

A potential exists for the electrocution of raptors on project transmission lines. DFG recommends, and the applicant agrees, that the project transmission facilities should be designed and constructed to avoid electrocution of raptors. The design of project transmission lines and poles to avoid electrocution of raptors will provide adequate protection for raptors in the project area. Article 403 requires the licensee to design and construct the project transmission lines to avoid electrocution of raptors.

Wildlife Movement

The 1,750-foot-long penstock will be constructed above ground. This section of penstock has the potential to impede movement of mule deer, pronghorn, and other wildlife in the project vicinity.

DFG expresses concerns regarding the restrictions to wildlife movement that may be created by this structure, and recommends the construction of penstock wildlife crossings. The applicant agrees with DFG's recommendations and proposes three earthen overpasses with ramps and barriers to prevent passage of four-wheel drive vehicles; the applicant, however, has not provided specific details of the design and location of these overpasses.

Crossing structures will provide adequate means for wildlife to move across the penstock. In order to minimize impacts to the movement of deer, antelope, and other wildlife and to insure that appropriate crossing facilities are constructed, article 404 requires the licensee to develop a mitigative plan, after consultation with appropriate agencies, that provides for measures to minimize the effect that the above-ground penstock may have on such wildlife movement.

Revegetation

Approximately 2.5 acres of desert scrub and 0.5 acres of riparian vegetation will be disturbed by construction of project facilities. DFG and Reclamation recommend, and the applicant agrees, that all newly disturbed lands be revegetated with plant species native to the project area. Replanting of disturbed areas will adequately mitigate the impacts of the project on vegetation. Article 105 requires the licensee to revegetate disturbed areas as recommended by DFG and Reclamation.

Cultural Resources

No known archeological or historic sites will be affected by the project. Article 405 requires the protection of archeological

Article 19. In the construction, maintenance, or operation of the project, the Licensee shall be responsible for, and shall take reasonable measures to prevent, soil erosion on lands adjacent to streams or other waters, stream sedimentation, and any form of water or air pollution. The Commission, upon request or upon its own motion, may order the Licensee to take such measures as the Commission finds to be necessary for these purposes, after notice and opportunity for hearing.

Article 20. The Licensee shall consult with the appropriate State and Federal agencies and, within one year of the date of issuance of this license, shall submit for Commission approval a plan for clearing the reservoir area. Further, the Licensee shall clear and keep clear to an adequate width lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which results from the clearing of lands or from the maintenance or alteration of the project works. In addition, all trees along the periphery of project reservoirs which may die during operations of the project shall be removed. Upon approval of the clearing plan all clearing of the lands and disposal of the unnecessary material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission and in accordance with appropriate Federal, State, and local statutes and regulations.

Article 21. Timber on lands of the United States cut, used, or destroyed in the construction and maintenance of the project works, or in the clearing of said lands, shall be paid for, and the resulting slash and debris disposed of, in accordance with the requirements of the agency of the United States having jurisdiction over said lands. Payment for merchantable timber shall be at current stumpage rates, and payment for young growth timber below merchantable size shall be at current damage appraisal values. However, the agency of the United States having jurisdiction may sell or dispose of the merchantable timber to others than the Licensee: Provided, That timber so sold or disposed of shall be cut and removed from the area prior to, or without undue interference with, clearing operations of the Licensee and in coordination with the Licensee's project construction schedules. Such sale or disposal to others shall not relieve the Licensee of responsibility for the clearing and disposal of all slash and debris from project lands.

or historic sites in the event that such sites are discovered during construction, and in the event of any future construction at the project.

Water Resources

The Idaho Department of Water Resources (IDWR) filed a motion to intervene stating that the license not be issued by the Commission until the applicant has filed an application for a water right permit with the IDWR. Standard article 5 of the license requires the licensee to acquire water rights within 5 years from the issuance date of the license. (The IDWR also requested that the Commission condition the license to ensure that the project would not interfere with developments of the Snake River and its tributaries pursuant to the Idaho State Water Plan. The Commission has acted on a similar request by IDWR in an order issuing license for Project No. 5376, 36 FERC ¶61,135. Conditioning a license as such would interject a large degree of uncertainty into the financial and operational future of the project. Moreover, by reserving the right to permit unlimited diversion upstream of the project, IDWR's condition would in essence vest in it, rather than the Commission, ultimate control over operation and continued viability of the project. This would not be consistent with Congress' intent in enacting the Act.

Columbia River Basin Fish and Wildlife Program

Pursuant to Section 4(h) of the Pacific Northwest Electric Power Planning and Conservation Act of 1980 (PNEPPCA), Public Law No. 96-501, the Northwest Power Planning Council (NPPC) developed the Columbia River Basin Fish and Wildlife Program (Program) to protect, mitigate, and enhance fish and wildlife resources affected by the development and operation of hydroelectric projects on the Columbia River and its tributaries. Section 4(h) states that responsible federal agencies should exercise their responsibilities to provide equitable treatment for fish and wildlife resources with other purposes for which hydropower is developed. It further states that these agencies shall take into account to the fullest extent practicable the Program adopted thereunder. Agencies are directed to consult with federal and state fish and wildlife agencies, appropriate Indian Tribes, and affected project operators in carrying out the provisions of this paragraph.

The Commission's regulations require applicants to initiate pre-filing consultation with these entities and provide post-filing opportunities to review and comment on the application. These consultations have occurred in this case. The Commission has also given public notice and solicited comments on the application.

Section 1200 of the Program provides a framework for assessing and mitigating the impacts of new hydroelectric development on fish and wildlife resources and lists a number of mitigative measures that should be implemented. The relevant federal and state fish and wildlife agencies have reviewed and

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Exhibit G- FERC No. 8909-

Showing

3

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Site Plan and Profile

(2) Project works consisting of: (a) a concrete intake structure at the check control structure at elevation 4,063 feet msl; (b) a 1,750-foot-long, 138-inch-diameter steel penstock; (c) a surge tower; (d) a powerhouse containing a single generating unit with an installed capacity of 4,800 kW; (e) a 15-foot-long tailrace discharging to the canal; (f) a switchyard located adjacent to the powerhouse; (g) the 4.16-kV generator leads; (h) a 4.16/46-kV transformer; (i) a 3.5-mile-long, 46-kV transmission line connecting to the Dietrich Tap Substation; and (j) appurtenant facilities.

The project works, generally described above, are more specifically shown and described by the following exhibits.

Exhibit A Pages A-1 through A-7 of the application entitled "Project Description" filed on January 30, 1985.

Exhibit F-	FERC No. 8909-	Showing
1	4	Site Plan and Profile
2	5	Site Plan and Profile
3	6	Diversion and Canal Structure
4	7	Inlet Detail
5	8	Box Flume Details
6	9	Powerhouse and Surge Tower
7	10	Surge Tower Details
8	11	Reconstruction Exist. Check Structure
9	12	Transmission Line
10	13	Sections

(3) All of the structures, fixtures, equipment or facilities used to operate or maintain the project and located within the project boundary, all portable property that may be employed in connection with the project and located within or outside the project boundary, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) The Exhibits A, F, and G described above are approved and made part of the license.

(D) This license is subject to the following articles submitted by the Bureau of Reclamation under section 4(e) of the Act.

Article 101. No later than 1 year after issuance of this license, and at least 60 days prior to initiating any project activities, the licensee shall enter into an agreement with the U.S. Bureau of Reclamation (Reclamation) to coordinate its plans

with Reclamation for access to and site activities on lands and property administered by Reclamation so that the authorized purposes, including operation of the federal reservation, are protected. In general, the agreement shall identify the facility, the applicable study and construction activities, and terms and conditions under which the studies and construction shall be conducted. The agreement shall include, but not be limited to, the following items: (1) reasonable arrangements for access to the federal reservation to conduct studies and construction activities, such access to be conditioned by Reclamation as may be necessary to protect the federally authorized project purposes and operation; (2) charges to be paid by the licensee to Reclamation for (a) technical studies conducted by Reclamation that relate to the structural integrity or operation of the federal reservation associated with hydropower development; (b) review of designs including plans and specifications; (c) construction inspections based on personnel costs, where such reviews and inspections are directly related to the structural integrity or operation of the federal reservation; (d) copies of reports, drawings, and similar data based on printing and mailing costs; and (e) the value of the right of use of land under easements and all associated administrative costs incurred by Reclamation, provided, that charges shall not be assessed for information or services that would normally be provided to the public. The applicant should contact Reclamation's Minidoka Project Office at 1359 Hansen Avenue in Burley, Idaho to initiate work on the agreement.

Article 102. The design and construction of those facilities that would be an integral part of, or could affect the structural integrity or operation of the federal reservation shall be done in consultation with and subject to the review and approval of the U.S. Bureau of Reclamation (Reclamation) based on the following schedules. The design drawings shall be approved by Reclamation at 30 percent; 60 percent; and 100 percent completion stages. Two sets of design drawings shall be forwarded at each completion stage to the Regional Director of Reclamation. The inspection of construction and its conformity to the Reclamation-approved design drawings shall be conducted by Reclamation at 30 percent; 60 percent; and 100 percent completion stages. Any subsequent changes in the design and construction of the project must be approved by Reclamation prior to implementation.

Article 103. The licensee's construction, operation, and maintenance of the project works, and project investigation, related to hydropower development, as determined by the U.S. Bureau of Reclamation (Reclamation), must not weaken, damage, or affect the structural integrity or operation of the federal reservation or reduce or impair the capability to provide for the purposes and services of the federal reservation, and shall be subject to periodic or continuous inspections by Reclamation as appropriate. Any construction, operation, or maintenance deficiencies or difficulties detected by Reclamation will be immediately reported to the licensee and to the FERC Regional Director. Reclamation shall report to the FERC Regional Director the need to stop

Form L-2
(Revised October, 1975)

FEDERAL POWER COMMISSION

TERMS AND CONDITIONS OF LICENSE FOR
UNCONSTRUCTED MAJOR PROJECT
AFFECTING LANDS OF THE UNITED STATES

Article 1. The entire project, as described in this order of the Commission, shall be subject to all of the provisions, terms, and conditions of the license.

Article 2. No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order as a part of the license until such change shall have been approved by the Commission: Provided, however, That if the Licensee or the Commission deems it necessary or desirable that said approved exhibits, or any of them, be changed, there shall be submitted to the Commission for approval a revised, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

Article 3. The project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein; and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made if such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development; but any of such minor changes made without the prior approval of the Commission, which in its judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct.

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised exhibits insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the exhibits approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variation in or divergence from the approved exhibits. Such revised exhibits shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.

Article 4. The construction, operation, and maintenance of the project and any work incidental to additions or alterations shall be subject to the inspection and supervision of the Regional Engineer, Federal Power Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall cooperate fully with said representative and shall furnish him a detailed program of inspection by the Licensee that will provide for an adequate and qualified inspection force for construction of the project and for any subsequent alterations to the project. Construction of the project works or any feature or alteration thereof shall not be initiated until the program of inspection for the project works or any such feature thereof has been approved by said representative. The Licensee shall also furnish to said representative such further information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow said representative and other officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and across the project lands and project works in the performance of their official duties. The Licensee shall comply with such rules and regulations of general or special applicability as the Commission may prescribe from time to time for the protection of life, health, or property.

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Article 5. The Licensee, within five years from the date of issuance of the license, shall acquire title in fee or the right to use in perpetuity all lands, other than lands of the United States, necessary or appropriate for the construction, maintenance, and operation of the project. The Licensee or its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties shall be voluntarily sold, leased, transferred, abandoned, or otherwise disposed of without the prior written approval of the Commission, except that the Licensee may lease or otherwise dispose of interests in project lands or property without specific written approval of the Commission pursuant to the then current regulations of the Commission. The provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear; and mortgage or trust deeds or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article.

Article 6. In the event the project is taken over by the United States upon the termination of the license as provided in Section 14 of the Federal Power Act, or is transferred to a new licensee or to a non-power licensee under the provisions of Section 15 of said Act, the Licensee, its successors and assigns shall be responsible for, and shall make good any defect of title to, or of right of occupancy and use in, any of such project property that is necessary or appropriate or valuable and serviceable in the maintenance and operation of the project, and shall pay and discharge, or shall assume responsibility for payment and discharge of, all liens or encumbrances upon the project or project property created by the Licensee or created or incurred after the issuance of the license: Provided, That the provisions of this article are not intended to require the Licensee, for the purpose of transferring the project to the United States or to a new licensee, to acquire any different title to, or right of occupancy and use in, any of such project property than was necessary to acquire for its own purposes as the Licensee.

life-cycle cost of the least cost or marginal long term alternative, included in the Plan, the proposed project is not inconsistent with the Council's 1986 Power Plan, and is economically feasible within the long term objectives of the Plan.

Economic Analysis

A proposed project is economically feasible so long as its levelized cost is less than the long-term levelized cost of alternative energy to any utility in the region that can be served by the project. Staff has calculated the projected levelized alternative energy cost in the region to be 74.8 mills/kWh based on the off-loading of regional coalplants until the year 2002, when additional capacity is projected to be needed in the Pacific Northwest. Since the levelized cost of the proposed project is less than the alternative cost, the project is economically feasible.

The applicant plans to sell the project output to Idaho Power Company or could alternatively sell the power to other utilities in the region. The levelized cost of the proposed project is 47.4 mills/kWh. Because the levelized cost is significantly less than the alternative energy cost, the project is potentially financially feasible and staff is reasonably confident the applicant can obtain a contract for the power at a price sufficient to insure its development. Any further determination on the financial feasibility must be governed by the applicant's efforts to secure a power sales contract and project financing.

Need for Power

In its motion to intervene, Idaho Power Company (IPC) suggested that the need for power from the Dietrich Drop project should be addressed. 4/ Available data show that growth in the demand for electric power and energy will continue. Given load growth and an existing generating resource base, a need for additional generating resources can be projected to exist in the future for any power system. Additional resources would have to be obtained for any system at some time in order to meet projected additional load requirements with the same degree of reliability required by an existing criterion for the system. Timing of the need would vary in different systems depending upon such factors as the rates of load growth, the load characteristics, the available existing power resources and the reliability criteria established for each system. A power generating addition provides benefits that would not be available through operation of the system without the addition.

The proposed project is located in the Northwest Power Planning Council (NPPC) area within the Northwest Power Pool (NWPP) area of the Western Systems Coordination Council (WSCC).

4/ The Commission has acted on a similar request by IPC in an order issuing license for Project No. 5376, 36 FERC 161,135.

Article 7. The actual legitimate original cost of the project, and of any addition thereto or betterment thereof, shall be determined by the Commission in accordance with the Federal Power Act and the Commission's Rules and Regulations thereunder.

Article 8. The Licensee shall install and thereafter maintain gages and stream-gaging stations for the purpose of determining the stage and flow of the stream or streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines; shall provide for the required reading of such gages and for the adequate rating of such stations; and shall install and maintain standard meters adequate for the determination of the amount of electric energy generated by the project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission or its authorized representative. The Commission reserves the right, after notice and opportunity for hearing, to require such alterations in the number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, as are necessary to secure adequate determinations. The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of the project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient records of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

Article 9. The Licensee shall, after notice and opportunity for hearing, install additional capacity or make other changes in the project as directed by the Commission, to the extent that it is economically sound and in the public interest to do so.

region. The NPCC, in the 1986 Northwest Conservation and Electric Power Plan, projects a northwest regional need for additional power resources by 1992 based on a medium-high load growth rate forecast (2.0 percent per year), and by 1996 based on a medium-low load growth rate forecast (1.3 percent per year). The Bonneville Power Administration (BPA) forecast, released in April 1986, and the Pacific Northwest Utilities Conference Committee (PNUCC) forecast issued in March 1986, show northwest regional energy deficits for mid-range load forecasts beginning in 1994 and 1993, respectively. Individual systems within the northwest region also indicate resource deficits will exist on their systems before northwest regional deficits occur.

Because of the small size of the proposed project in relation to the existing and projected generating capability in the NPCC area, the traditional approach of linking project development with a forecasted need for a specific project is inapplicable to assessing need for the proposed project.

The small size of the project ensures that project power would be integrated into the existing generating resource base without the temporary overbuilding commonly associated with bringing large power projects on-line (i.e., initiating commercial operation). Moreover, in accordance with the Act, the schedule for the project can be made to accommodate uncertain market conditions to some extent by the licensee's delaying commencement of construction as much as four years after the license is issued.

The power from the project would be useful in meeting a small part of the need for power projected by the NPCC for the northwest region. From the time the project goes on-line it will be available to displace fossil-fueled power generation in the WSCC region and thereby, to conserve nonrenewable fossil fuels and to reduce the emission of noxious byproducts caused by the combustion of fossil fuels.

The Director orders:

(A) This license is issued to Idaho Renewable Resources, Bonneville Pacific Corporation, and Big Wood Canal Company (licensee) for a period of 50 years, effective the first day of the month in which this order is issued, to construct, operate, and maintain the Dietrich Drop Water Power Project. This license is subject to the terms and conditions of the Act, which is incorporated by reference as part of this license, and subject to the regulations the Commission issues under the provision of the Act.

(B) The project consists of:

(1) All lands, to the extent of the licensee's interests in those lands, enclosed by the project boundary shown by Exhibit G:

Exhibit G-	FERC No. 8909-	Showing
1	1	Location
2	2	Site Plan and Profile

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as listed in the Commission's Uniform System of Accounts. The cost rates for long-term debt and preferred stock shall be their respective weighted average costs for the year, and the cost of common equity shall be the interest rate on 10-year government bonds (reported as the Treasury Department's 10-year constant maturity series) computed on the monthly average for the year in question plus four percentage points (400 basis points).

Article 203. The licensee shall clear and keep clear to an adequate width all lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which result from maintenance, operation, or alteration of the project works. All clearing of lands and disposal of unnecessary material shall be done with due diligence to the satisfaction of the authorized representative of the Commission and in accordance with appropriate federal, state, and local statutes and regulations.

Article 301. The licensee shall commence construction of project works within two years from the issuance date of the license and shall complete construction of the project within four years from the issuance date of the license.

Article 302. The licensee shall at least 60 days prior to start of construction, submit one copy to the Commission's Regional Director and two copies to the Director, Division of Inspections, of the final contract drawings and specifications for pertinent features of the project, such as water retention structures, powerhouse, and water conveyance structures. The Director, Division of Inspections may require changes in the plans and specifications to assure a safe and adequate project.

Article 303. The licensee shall within 90 days of completion of construction file with the Commission revised Exhibits A, F, and G to describe and show the project as built.

Article 401. Licensee, after consultation with the U.S. Fish and Wildlife Service, the Idaho Department of Fish and Game, and the Idaho Department of Health and Welfare, shall prepare and file with the Commission for approval a plan to control erosion and to minimize the quantity of sediment or other potential water pollutants resulting from construction of the project. Licensee shall file the erosion control plan within 6 months from the date of issuance of this license. In the event that the licensee does not concur with any agency recommendations regarding the subject plan, licensee shall provide a discussion of the reasons for not concurring based on actual site geological and soil conditions. The Commission reserves the right to require changes in the plan. Unless the Director, Office of Hydropower Licensing, directs otherwise, licensee may commence ground disturbing activities at the project 90 days after filing the above plan.

Article 402. Licensee shall install an emergency shutoff system near the project intake to minimize the extent of erosion that would occur in the event of penstock rupture. Licensee

shall file with the Commission as-built drawings of the shutoff system within 3 months after completion of project construction.

Article 403. Licensee, after consultation with the U.S. Fish and Wildlife Service, the U.S. Bureau of Reclamation, and the Idaho Department of Fish and Game, and within 1 year from the date of issuance of the license, shall file a transmission line design plan, prepared in accordance with the guidelines set forth in "Suggested Practices for Raptor Protection on Power Lines", Raptor Research Report No. 4, Raptor Research Foundation, Inc., 1981. The plan shall include detailed design drawings of the transmission line, clearly showing phase spacing, configuration, and grounding practices, a construction schedule, and agency comments on the adequacy of the design plan. Unless the Director, Office of Hydropower Licensing, instructs otherwise, licensee may commence construction 90 days after filing the plan.

Article 404. Licensee shall, after consultation with the Idaho Department of Fish and Game, the U.S. Fish and Wildlife Service, and the U.S. Bureau of Reclamation, develop a mitigative plan that provides for development of wildlife crossings of the project penstock and any other measures sufficient to minimize the effect that this structure may have on deer, antelope, and other wildlife movement in the project area. The plan shall be filed for Commission approval within 1 year from the date of issuance of the license. Agency comments on the plan shall be included in the filing.

Article 405. Licensee, prior to any future construction at the project, shall consult with the Idaho State Historic Preservation Officer (SHPO) and the U.S. Bureau of Reclamation (Reclamation) about the need for a cultural resources survey and salvage work. Documentation of the nature and extent of consultation, including a cultural resources management plan, a schedule to conduct any necessary investigation before construction, and copies of letters from the SHPO and Reclamation accepting the plan, shall be filed with the Commission 6 months before any construction activity. Licensee shall make available funds in a reasonable amount for any required work. If any previously unrecorded archeological or historic sites are discovered during the course of the construction or development of any project works or associated facilities, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and licensee shall consult with the SHPO and Reclamation to develop a mitigative plan for the protection of significant archeological or historical resources. If the licensee, SHPO, and Reclamation cannot agree on the amount of money to be expended on archeological or historic work related to the project, the Commission reserves the right to require the licensee, at its own expense to conduct any necessary work.

Article 406. The Commission reserves the authority to order, upon its own motion or upon the recommendation of federal or state fish and wildlife agencies or affected Indian Tribes, alterations of project structures and operations to take into account to the fullest extent practicable at each relevant stage

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of the decisionmaking process the regional fish and wildlife program developed and amended pursuant to the Pacific Northwest Electric Power Planning and Conservation Act.

Article 407. The licensee, after consultation with the U.S. Fish and Wildlife Service, the U.S. Bureau of Reclamation, and the Idaho Department of Fish and Game, and within 1 year from the date of issuance of the license, shall file a plan to protect wildlife resources that would be affected by any access roads constructed for the purpose of installing and maintaining project transmission lines. The plan shall include detailed maps indicating the location of such roads, a construction schedule, and agency comments on the adequacy of the plan. Unless the Director, Office of Hydropower Licensing, instructs otherwise, the licensee may commence construction of the roads 60 days after filing the plan.

Article 408. The licensee shall allow employees of the Idaho Department of Fish and Game, showing proper credentials, free and unrestricted access to, through, and across project lands and project works in the performance of their official duties.

Article 409. (a) In accordance with the provisions of this article, the licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other environmental values of the project. For those purposes, the licensee shall also have continuing responsibility to supervise and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 watercraft at a time and where said facility is intended to serve single-family type dwellings; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the licensee shall require multiple use and

occupancy of facilities for access to project lands or waters. The licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable state and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the licensee's costs of administering the permit program. The Commission reserves the right to require the licensee to file a description of its standards, guidelines, and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines, or procedures.

(c) The licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment, or maintenance of bridges and roads for which all necessary state and federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas, and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead, or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project reservoir. No later than January 31 of each year, the licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary state and federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary federal and state water quality certificates or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary federal and state approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercrafts at a time and are located at least one-half mile from any other private or public marina; (6) recreational development consistent with an approved Exhibit R or approved report on recreational resources of an

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Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from the edge of the project reservoir at normal maximum surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year. At least 45 days before conveying any interest in project lands under this paragraph (d), the licensee must submit a letter to the Director, Office of Hydropower Licensing, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G or K map may be used), the nature of the proposed use, the identity of any federal or state agency official consulted, and any federal or state approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the licensee to file an application for prior approval, the licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraphs (c) or (d) of this article:

(1) Before conveying the interest, the licensee shall consult with federal and state fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer.

(2) Before conveying the interest, the licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E; or, if the project does not have an approved Exhibit R or approved report on recreational resources, that the lands to be conveyed do not have recreational value.

(3) The instrument of conveyance must include covenants running with the land adequate to ensure that: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; and (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project.

(4) The Commission reserves the right to require the licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article, for the protection and enhancement of the project's scenic, recreational, and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed

construction, operation, or maintenance while awaiting resolutions of any deficiency or difficulty that would affect the structural integrity of the federal reservation. In those cases when a construction, operation, or maintenance practice or deficiency may result in a situation that would or could endanger the structural integrity, safety, operational commitment of the federal reservation, Reclamation shall have the authority to stop construction, operation, or maintenance activities until the problem or situation is resolved to the satisfaction of Reclamation. Operation of the powerplant shall be secondary to the operation and maintenance of the federal reservation.

Article 104. The licensee shall enter into an operation and maintenance (O&M) agreement with the U.S. Bureau of Reclamation (Reclamation) at least 60 days prior to commencement of operation of the project. The FERC Regional Director shall be invited to attend discussion or negotiation meetings related to the O&M agreement. The O&M agreement shall be subject to revision by the mutual consent of the licensee and Reclamation as experience is gained by actual project operation.

Article 105. All newly disturbed land areas shall be revegetated by the licensee with plant species indigenous to the area within 6 months of completion of project construction.

Article 106. The licensee shall have no claim against the United States arising from any future changes made to meet authorized federal purposes, from the effect of any changes made in releases from or operation of the federal reservation, from modifications resulting from dam safety requirements, or from any changes in reservoir level of the U.S. Bureau of Reclamation project.

Article 107. The licensee shall recognize the primary right of any federal work either by force account or by contractors or both, associated with federal reservation, associated facilities, access roads, and the operations and maintenance thereto, whether ongoing at the time of commencement of work by the licensee or initiated subsequent to start of the work by the licensee, and to coordinate licensee's work with the federal work.

Article 108. The licensee shall provide the FERC Regional Director two copies of all correspondence between the licensee and the U.S. Bureau of Reclamation (Reclamation). The FERC Regional Director shall not authorize construction of any project work until Reclamation's written approval of construction plans and specifications has been received by the FERC Regional Director.

Article 109. The licensee shall review and approve the design of contractor-designed cofferdams and deep excavations prior to the start of construction and shall ensure that construction of cofferdams and deep excavations is consistent with the approved designs. At least 30 days prior to start of construction of the cofferdam, the licensee shall file with the FERC Regional Director and Director, Division of Inspections, and Regional Director, U.S. Bureau of Reclamation one copy of the approved cofferdam construction drawings and specifications and a copy of the letter(s) of approval.

under this article only upon approval of revised Exhibit G or K drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this article from the project shall be consolidated for consideration when revised Exhibit G or K drawings would be filed for approval for other purposes.

(g) The authority granted to the licensee under this article shall not apply to any part of the public lands and reservations of the United States included within the project boundary.

(F) This order is issued under authority delegated to the Director and is final unless appealed under Rule 1902 to the Commission by any party within 30 days from the issuance date of this order. Filing an appeal does not stay the effective date of this order or any date specified in this order. The licensee's failure to appeal this order shall constitute acceptance of the license.


Fred E. Springer
Acting Director, Office
of Hydropower Licensing

JUL 19 1994

Article 110. The licensee, within 60 days from the issuance of license, shall contact the Regional Director, U.S. Bureau of Reclamation (Reclamation), for coordination of Reclamation conditions.

(E) This license is subject to the articles set forth in Form L-2, (October 1975), entitled "Terms and Conditions of License for Unconstructed Major Project Affecting Lands of the United States," except article 20. The license is also subject to the following additional articles:

Article 201. The licensee shall pay the United States the following annual charge, effective the first day of the month in which this license is issued:

- For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time. The authorized installed capacity for that purpose is 6,400 horsepower.
- For the purpose of recompensing the United States for utilization of surplus water or water power from a government structure, a reasonable amount as determined in accordance with the provisions of the Commission's regulations in effect from time to time.

Article 202. Pursuant to Section 10(d) of the Act, after the first 20 years of operation of the project under license, a specified reasonable rate of return upon the net investment in the project shall be used for determining surplus earnings of the project for the establishment and maintenance of amortization reserves. One half of the project surplus earnings, if any, accumulated after the first 20 years of operation under the license, in excess of the specified rate of return per annum on the net investment, shall be set aside in a project amortization reserve account at the end of each fiscal year. To the extent that there is a deficiency of project earnings below the specified rate of return per annum for any fiscal year after the first 20 years of operation under the license, the amount of that deficiency shall be deducted from the amount of any surplus earnings subsequently accumulated, until absorbed. One-half of the remaining surplus earnings, if any, cumulatively computed, shall be set aside in the project amortization reserve account. The amounts established in the project amortization reserve account shall be maintained until further order of the Commission.

The annual specified reasonable rate of return shall be the sum of the annual weighted costs of long-term debt, preferred stock, and common equity, as defined below. The annual weighted cost for each component of the rate of return is the product of its capital ratio and cost rate. The annual capital ratio for each component of the rate of return shall be calculated based on an average of 13 monthly balances of amounts properly includable in the licensee's long-term debt and proprietary capital accounts

JUL 19 1994

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84



POSTAGE AND FEES PAID
FEDERAL ENERGY
REGULATORY COMMISSION
FERC-351

P -0008909000 101465
STATE OF IDAHO DIRECTOR
IDAHO DEPARTMENT OF WATER RESOURCES
450 WEST STATE STREET
BOISE, ID 83720

Ken. D.
Norm ●

44

JUL 19 1994

Return to Section 7c



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

December 15, 1986

RE: Permit No. 01-7022 & Application for Permit No. 7058

Big Wood Canal Co.
Box C
Shoshone, ID 83352

Dear Permit Holder:

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

Enclosed for your records are copies of the rights. Be sure to note the special conditions of approval on the final page of each right that identify requirements necessary for developing the permit and application into licensed water rights.

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc
Enclosures

MICROFILMED

JAN 28 1987

Permit No. 01-7058/01-7022

ASSIGNMENT REVIEW CHECK LIST

1. Signature of Permit Holder? Yes
2. Notary? Yes
3. a. Full Assignment? Yes
b. Partial Assignment?
4. "No assignment" condition on permit? NO
5. Commencement of Works received? NO
a. Commencement of works requested? N/A
b. Show Cause Order drafted & sent? N/A
c. Cancellation necessary? NO
6. Affidavit of residency required? Yes
7. Extension granted due to litigation? -NO
(If yes, commencement of works is not required.)

1. Type permit summary sheet? ☒
2. Coding sheet. ☒
3. Acknowledgement letter type.
4. Copy to region.

Sharla —

Sharla —

1 p.

Sharla —

Date 11-21-86

MICROFILMED

Employee Jim

JAN 28 1987



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

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

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

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

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

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

MICROFILMED

JAN 28 1987



file 01-7022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

RECEIVED
AUG 27 1984

Department of Water Resources

August 17, 1984

Thomas K. Schafer, P. E.
P. O. Box 283
Twin Falls, Idaho 83301

Re: Big Wood Canal Co. Hydro Projects Development

Dear Mr. Schafer:

This is to advise you of the current status of the American Falls Reservoir District #2 power generation water rights at the Dietrich drop in Section 7, Twp 7S, Rge 19E.

The rights are as follows:

Permit 01-7022

Priority: August 16, 1978 Amount: 20 cfs
The time to submit proof of beneficial use on this permit has been extended to April 1, 1989.

Application for Permit 01-7058

Priority: September 15, 1980 Amount: 1180 cfs
This application is pending action by the department.

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

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

MICROFILMED

JAN 28 1981

March 21, 1984

American Falls Res. District No. 2
Box C
Shoshone, ID. 83352

Gentlemen:

Re: Permit No. 01-7022

Enclosed is a copy of the approved request for extension of time. The time within which to submit the statement of beneficial use postcard is extended to April 1, 1984.

The 1982 Idaho Legislature added a requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date a permit is issued. In the case of this extension, you must commence works within a year from the day the extension was signed and 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. If you are still prevented from commencing works eleven months from now, note the reason on the blue card and return it then.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

RECORDED

STAFF REVIEW OF REQUESTS FOR EXTENSION OF TIME

Permit Number 01-7022

- Y Date received stamp
Y Fee received and receipted
Y Name on request same as on permit
Y Address same as on permit
Y Proof due date within six months of due date
Y Signature same as permit
Y Source of water the same

No Permit holder named in Swan Falls lawsuit

Y Proceed diligently

 Is delay caused by litigation:

Date lit. completed _____

Date lit. began _____

Period of delay _____

New proof due date _____

ACTION: Approve based on due diligence

 Does the permit need reinstated:

Extension received _____

Proof due date _____

Days late _____

Priority date _____

Adjusted priority date _____

N Is there commencement of works?

 Cover letter

 Coding sheet

 Rolodex card updated and refiled

Reviewed by rf Date: 3-21-1984

Microfilm



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

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

EXTENSION OF TIME

March 8, 1984

American Falls Res. Dist. #2

Box C

Shoshone, ID 83352

PERMIT NO. 01-7022

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

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

Enclosed is our receipt No. 33819.

Robertta Garrett
Records Supervisor

Enclosure

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL

138374

AMERICAN FALLS RESERVOIR DIST. NO. TWO
P.O. BOX C
SHOSHONE, ID 83352

PROOF DUE NOTICE

JANUARY 31, 1984

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 01-7022 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE APRIL 01, 1984. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A POSTCARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU OR A PREVIOUS OWNER OF THIS PERMIT HAVE NOT RECEIVED A PRIOR EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME IF THE DELAY IS FOR REASONABLE CAUSE AS PROVIDED IN SECTION 42-204, IDAHO CODE. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER THE BENEFICIAL USE POSTCARD OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

BITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

April 10, 1979

Re: Permit No. 01-7022

American Falls Res. Dist. No. 2
P.O. Box C
Shoshone, Idaho 83352

Gentlemen:

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

Be sure to note the special condition requiring you to install and maintain a measuring device at the point of diversion into the penstocks prior to submitting proof of beneficial use of water. We have enclosed a letter describing the different types of measuring devices accepted by this office.

Sincerely,

DAVID R. TUTHILL, JR.
Supervisor, Water Allocations Section

DRT:lr

Enclosure

FROM Glen S. Down

TO Normy. (NCY)

Rec'd back
on 4-9-79
VSS

DATE 2-5-79

SUBJECT Subordination of power to other uses.

- Water alloc sec is carefully reviewing applics involving power to determine if subordination language is appropriate.

- In the case of the two apps attached, I think subordination is not necessary for the following reasons.

1. one app is small (0.46 cfs) & subordination would invite a neighbor to steal the water at some future date

SIGNATURE

DATE

FROM

TO

SUBJECT

2. The Amer Falls app doesn't propose to appropriate any additional water or lengthen a season of use.

- Please advise if you don't agree.

- Suggested language as a cond. of approval for those we wish to subordinate might be, ~~"use of water under this permit is subordinated"~~

SIGNATURE

DATE

FROM

TO

SUBJECT

"This project shall be operated in a manner that will not conflict or interfere w/ the future upstream diversion of water for irrig or other beneficial consumptive uses"

JYS

SIGNATURE

STAFF REVIEW - STATE OFFICE

1. ☒ ~~Name vs. Signature~~ ^{Per phone call}
 2. ☒ Source ^{SN.R.}
 3. 3 Points of Diversion
 4. ☒ Amnt. & Period of Use
 5. ☒ Descrip. of Diverting Wrks.
 6. 5 Time req. for Proof of B/U
 7. ☒ Place of Use for other than irrig.
 8. N/A Place of Use for irrigation (add acres)
 9. ☒ Property Owner at Pt. of Div. & Pl. of Use
 10. ☒ Map
 11. 225 Fee & Rec't. No.

Copies Sent To:

No Idaho Health Department
/ Idaho Fish & Game Dept.
/ Bureau of Land Management
No U.S.F.S.
/ Dept. of Lands
TOUC Other

Dam Safety Information N/A (Goes to Permit Section)

Check:

Critical G.W. Area yes ☒ no

Other rights on same land Irrigation Rights - NOT SURE OF REGULATION

SHIP BETWEEN IRRIGATION RIGHTS OF MIGNER GOODING CANAL AND THOSE OWNED BY PM FALLS IRRIGATION DIST NO. 2

Withdrawals of all protests received yes no

Conditions:

ID Power Co. Letter - Snake R. No

ID Power Co. Letter - G.W. & Tribs. No

Snake River Condition No

Payette River Letter No

Priority Date 8-16-78

Water Quality #16 No

Water Quality #10 No
 intrastate interstate

Meas. Dev. or Sc. Meas. Yes - see below

Totalizing meter No

Supplemental No

Right-of-Way Cond. Yes

Watermaster Cond. Yes
 Wtr. Dist No. 01

Meas. Dev. Cond. for apps within a Water Dist. No

Add Condition: #9, #2 (mod. fied) at the diversion into the penstocks
 NO ASSIGNMENT DEVICE MEAS.

Reviewer

12-11-78

Date

No water shall be diverted under this permit during the non irrigation season.

NUMBER CHANGE: Please change your records accordingly.

| OLD NO. | NEW NO. | Name |
|---------------------|---------|---------------------------------|
| 36-6815/
37-7746 | 01-7022 | American Falls Res. Dist. No. 2 |

ROUTE

Nancy _____
Gary _____
Lois LR _____
Alene _____
Files _____

no change necessary until after App is approved

cc: Southern Region

11/10/77

To: Glen

From: Jim

RE: Application of American Falls Res.
Dist. #2

Attached are previous applications made by the North Side Canal Co and Twin Falls Canal Co.

It does not appear that any special conditions of approval were required except for compliance with the Federal Power Commission Regulations.

This condition was added probably because of the amount of electric energy produced from 1,500 cfs. (01-7009) Permit Nos 01-7010 (3000 cfs) and 01-7011 (12,000 cfs), however, did not have the condition.

There should be a change made on the American Falls Res. Dist. #2 Application, that being the Number of the file.

The point of diversion is at the head of the Milner-Gooding Canal which diverts from the Snake River therefore the file should be 01-xxxx

It appears that all of the above applications plan to use existing canal diversions during the irrigation season and divert water under these applications during the non irrigation season subject to prior rights.

November 20, 1978

Idaho Public Utility Commission
Statehouse Mail
Boise, ID 83720

Attention: Bob Smith

Gentlemen:

Re: Permit No. 36-7815

Enclosed is a copy of the above referenced permit application which may be of interest to your agency. Please review the application and submit any comments within 15 days so that further processing may be completed.

If you have any questions, please contact this office.

Sincerely,

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

Enc: 1

RECEIVED
NOV 21 1978
IDaho Public Utility Commission

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. 36-7815
45-7355 - American Falls Res. Dist. #2

- ☒ Source
- ☒ Point of Diversion
- ☒ County
- ☒ Quantity of Water and Period of Use
- ☒ Description of Diverting Works
- ☒ Time required for B/U of water
- ☒ Place of Use or Acres Irrigated
- ☒ Map
- ☒ Signature
- ☒ Fee

(1) JS 8-18-78

In form to receipt

(2) _____

Send Copies to:

- _____ Idaho State Health Department
- _____ Idaho Fish and Game Department
- _____ Bureau of Land Management

(3) _____

- _____ Request Special Use Permit from U.S.F.S.
- _____ Request Easement from B.L.M.
- _____ Request Information from Applicant
- _____ Request Dam Safety Information

(4) JS 8-22-78

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) _____

Critical groundwater area: yes _____ no _____

(8) _____

Groundwater levels:

_____ Declining, _____ Stable, _____ Increasing

(comment) _____

(9) _____

Other rights on the same place of use

(10) _____

Comments: _____

(11) marja 9/20/78

Affidavit of Publication received(date) 9/20/78

(12) marja 8/21/78

Final date for protests 9/18/78
Protests received: yes _____ no X

(13) LH 10-2-78

All requested information received from agencies or applicant: HA yes _____ no _____

(14) LH 10-2-78

Action recommended:

☒ Approve _____ Deny

8-16-78 Proposed Priority

_____ Reason for Reduction _____

☒ Measuring device required

_____ See attached sheet for other conditions of approval

_____ No special conditions for approval

(15) District S By Loren O'Habner Date 10-2-78

RECEIVED
OCT 04 1978

Department of Water Resources

cc. sent to Boise - 8/21/78 - marja

INTER-DEPARTMENT MEMO — 1

DATE August 24, 1978

FROM Southern

TO Roberta

SUBJECT

American Falls Res. Dist. #2 - # 45-7355 should be 36-7815.

Please change your records accordingly.

marya

SIGNATURE

11
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

August 21, 1978

American Falls Reservoir District #2
P. O. Box C
Shoshone, Idaho 83352
(Big Wood Canal Co., Shoshone)

Re: Application for Permit No. 45-7355

Gentlemen:

Enclosed is your receipt No. 10534 for checks No. 92-77 (\$215.00) and No. 92-92 (\$10.00), for the above referenced Application for Permit, which was received in this office August 16, 1978.

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

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

ENCL:

RECEIVED
AUG 23 1978
TWIN FALLS, IDAHO

August 21, 1978

North Side News
P. O. Box 468
Jerome, Idaho 83338

Re: Application for Permit #45-7355- American Falls Res. Dist. No. 2

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

Bill submitted: _____



NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that American Falls Reservoir District #2
Shoshone, Idaho
has on 8/16/78 submitted Application No. 45-7955 36-7815 *called 5/24/78 per phone*
for a permit to appropriate 20.0 cubic feet per second ~~and one foot per annum~~
of water from Snake River via Milner Gooding Canal
by means of present diverting works at Milner Dam deliver water to Milner-Gooding Canal,
Proposed concrete check with diversion into penstock to turbine generator
at "Big Drop" site.
within the Lot 4, Sec. 28, Twp 10S, Rge 21E B.M., Jerome County. Additional
points of diversion: Re-diversion from Milner Gooding Canal in NE1/4NE1/4, SE1/4NE1/4, Sec. 7
Twp. 7S, Rge. 19E., B.M. at generator site.
to be used from April 15 to Oct. 15
for power
within the NE1/4NE1/4, Sec. 7, Twp 7S, Rge, 19E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before Sept. 18, 1978.

C. STEPHEN ALLRED

Director

Published in the North Side News
on Aug. 31 and Sept. 7, 1978

7/10/78 11:11 AM

LEGAL

NOTICE OF APPLICATION
FOR WATER PERMIT

*ob
mwp
1/1/78*

Notice is hereby given that American Falls Reservoir District No. 2, Shoshone, Idaho, has on 8-16-78 submitted Application No. 36-7815 for a permit to appropriate 20.0 cubic feet per second of water from Snake River via Milner Gooding Canal present diverting works at Milner Dam deliver water to Milner-Gooding Canal by means of proposed concrete check with diversion into penstock to turbine generator at "Big Drop" site within the Lot 4, Sec. 28, Twp 10S, Rge 21E B.M., Jerome County. Additional points of diversion: Re-diversion from Milner Gooding Canal in NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7 Twp. 7S, Rge. 19E., B.M. at generator site to be used from April 15 to Oct. 15 for power within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, Twp 7S, Rge. 19E., B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho 83301 on or before Sept. 18, 1978.

C. STEPHEN ALLRED
Director

8-31-2tc

WATER RIGHT NUMBER 01-7022

OWNER LAST NAME - AMERICAN FALLS RESERVOIR DIST. NO. TWO FIRST NAME - ORIG OWNER -
ADDRESS LINE 1 - P.O. BOX C ADDRESS LINE 2 -
ADDRESS LINE 3 - CITY - SHOSHONE STATE - ID ZIP CODE - 83352
SOURCE - SNAKE RIVER TRIBUTARY OF - COLUMBIA RIVER
STAGE - PERMIT STATUS - PRIORITY - 08-16-1978 COUNTY - JEROME TOTAL DIV. RATE - 20.0000 -CFS
TOTAL DIV. VOLUME - .00 AFA TRFR/AMEND - WATER DIST. - 01 DLE/CAREY ACT - RIGHT BASIS -
DIVERSION POINT - SENW 28 10S 21E LOT 04 REDIV -
FROM - 04-15 TO - 10-15 USE - POWER USE DIV. RATE - 20.0000 CFS USE DIV. VOLUME - .00 AFA
USE - POWER PLACE OF USE - TWN 07S RNG 19E SEC 07 TRACT NENE LOT AC
DECREE NAME - DATE - TOTAL ACRES - 0
REMARKS -
NON IRRIG USE -
OTHER RIGHTS FOR SAME USE -
PROOF DUE - 04-01-1984 PERMIT/DENIED - 04-09-1979 PROTESTED - HEARING - OLD NO. -
PROOF MADE - FLD EXAM - COND. OF APPROVAL - 01 04 05 08A
DIVERSION MEANS - DAM, DITCH, CHECK, PENSTOCK & GENERATOR.