

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 47-08016

Priority: September 11, 1985

Maximum Diversion Rate:
Maximum Diversion Volume:¹

0.10 CFS
72.4 AF

This is to certify, that MISTLETOE FINANCIAL CO.
C/O BONNEVILLE PACIFIC CORP.
257 E. 200 S. #800
SALT LAKE CITY, UT 84111

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated September 11, 1985; and has submitted Proof of Beneficial Use on December 1, 1986. An examination indicates that the works have a diversion capacity of .100 cfs of water from a **GROUNDWATER** 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>
INDUSTRIAL	01/01 to 12/31	0.10 CFS	72.4 AF

LOCATION OF POINT(S) OF DIVERSION:

NWSE , Sec. 23, Township 09S, Range 15E
TWIN FALLS County

PLACE OF USE: INDUSTRIAL
TWN RGE SEC

09S 15E 23 NWSE

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. Return flow if discharged to a surface water system shall meet Idaho Water Quality Standards.
6. Industrial use is for equipment cooling in a sanitation facility.

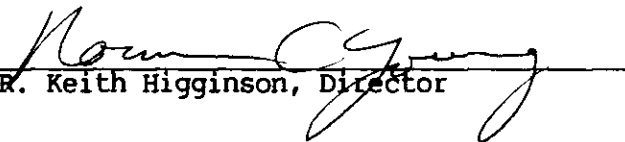
RECORDED

MAR 1987

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 47-08016

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 13TH
day of FEBRUARY, 1991.


R. Keith Higginson, Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Mistletoe Financial Co. Phone 801-363-1900
c/o Bonneville Pacific Corporation
Post office address 200 E. South Temple, Suite 300, Salt Lake City, Utah 84111

2. Source of water supply Ground water which is a tributary of _____

3. Location of point of diversion is NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23 Township 9S
Range 15 E B.M. Twin Falls County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount .10 CFS for industrial purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated:

a. .10 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Well pump

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 12 inches; proposed depth of well is 200 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 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: NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23 Township 9S
Range 15 E B.M.

(2) Amount of power to be generated: N/A horsepower under N/A feet of head.

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

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

(5) If water is to be used for other purposes describe: Water supply for sanitation
facilities and cooling water for equipment

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

Total number of acres to be irrigated

c. Describe any other water rights used for the same purposes as described above.

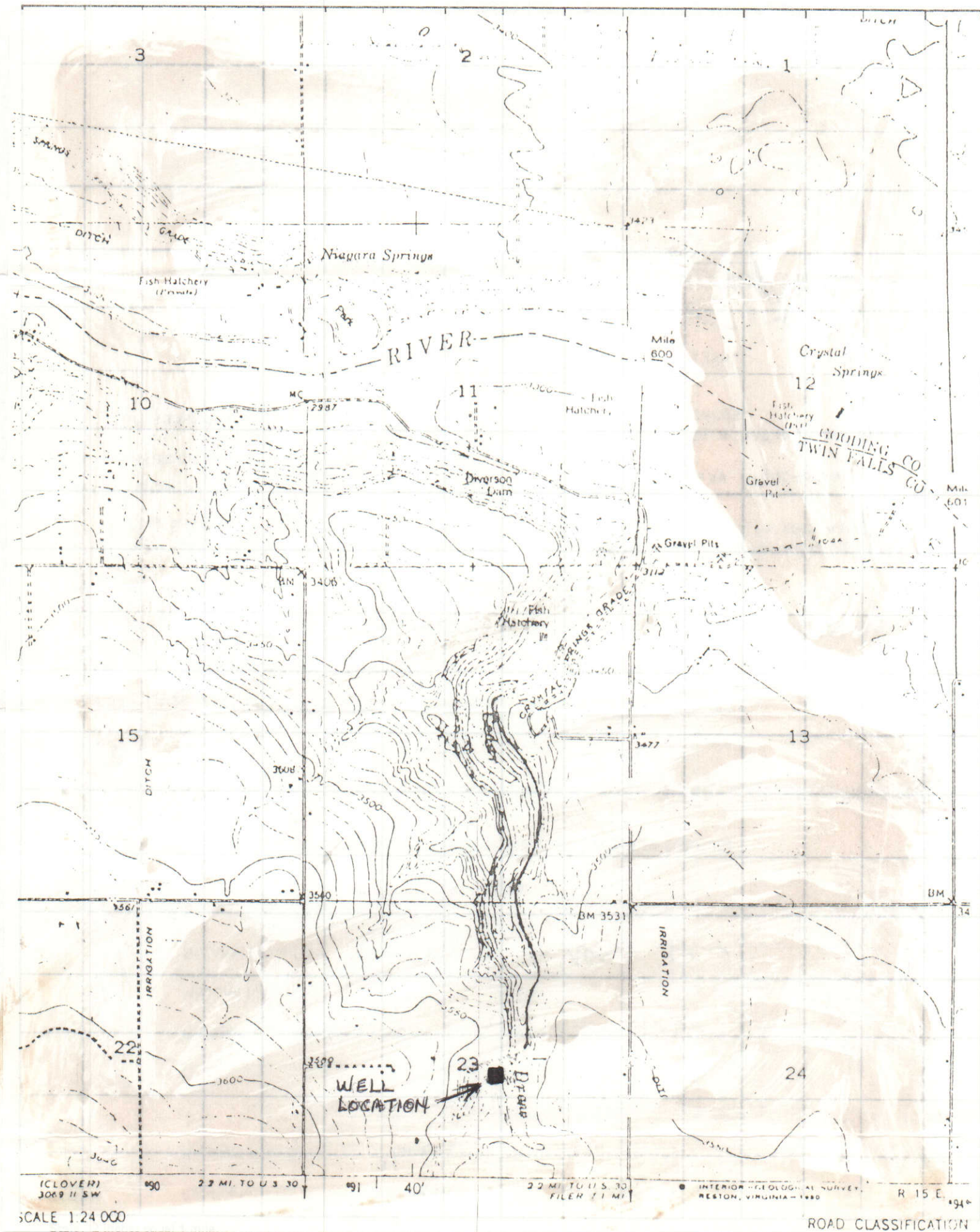
9. a. Who owns the property at the point of diversion Tom and Rebecca McCauley

b. Who owns the land to be irrigated or place of use Tom and Rebecca McCauley

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Land at point of division and land at place
of use are under lease to applicant

10. Remarks

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



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.

[Signature]
(Applicant)

James Snow, Treasurer

MISERERE FINANCE CO

7/10/85

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Proposed Priority 9/11/1985

Received by TGB Date 9-11-85 Time 4:45

Preliminary check by J Fee \$ 30.00 +

Receipted by TGB Date 9-11-85 # 36731

Publication prepared by marry Date 9/17/85

Published in times news

Publication dates 9/26 & 10/3/85

Publication approved marry Date 10/24/85

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by ADM fw

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. 47-8016, 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 December 1, 19 86.
- 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: The issuance of this permit in no way grants any right-of-way or easement across the land of another.
Water used under this permit if discharged into a natural channel or subsurface system shall meet Idaho Water Quality Standards.

Witness my hand this 18th day of November, 1985.

J. Shaw Saylor
Chief, Operations Bureau

AFTER RECORDING PLEASE MAIL TO:
Brad Hardy, Esq.
RAY, QUINNEY & NEBEKER
400 Deseret Building
79 South Main Street
Salt Lake City, Utah 84111

PARTIAL ASSIGNMENT OF LEASE AGREEMENT
AND ESCROW AGREEMENT

This Assignment is made this 30th day of May, 1984, by BONNEVILLE PACIFIC CORPORATION, a Utah Corporation ("Assignor") in favor of MISTLETOE FINANCIAL COMPANY, a Utah general partnership ("Assignee"), whose address is c/o John C. Williams, 2156 West 200 South, Salt Lake City, Utah 84127.

W I T N E S S E T H :

WHEREAS, Assignor and Thomas Leo McCauley and Rebecca McCauley, husband and wife ("McCauleys") have entered into a Lease Agreement and Lease (the "Lease Agreement") dated May 18, 1983, whereunder the McCauleys leased to Assignor for a term of twenty-five (25) years certain real property, described in Exhibit "A" attached hereto and by this reference made a part hereof, located in Twin Falls County, State of Idaho, upon which Assignor has constructed a hydroelectric project known as the Cedar Draw Hydroelectric Project, a copy of which Lease Agreement is attached hereto as Exhibit "B" and by this reference made a part hereof; and

WHEREAS, by Addendum to Escrow Agreement, dated May 3, 1984, Assignor agreed to subject payments to the McCauleys

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under the Lease Agreement to an Escrow, which Escrow continues until April 21, 2010, a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof; and

WHEREAS, Assignor and Assignee have entered into a Purchase and Assignment Agreement, of even date herewith, whereunder Assignor is selling the Cedar Draw Hyrdoelectric Project to Assignee and is assigning certain rights and interests appurtenant to said project to Assignee for a term of twenty (20) years; and

WHEREAS, in connection with said sale and assignment, Assignor desires hereby to assign all of its rights, interests and obligations under the Lease Agreement and the Escrow Agreement to Assignee for a term of twenty (20) years from the date hereof, and Assignee desires hereby to accept the assignment of the Lease Agreement and Escrow Agreement in accordance with the terms hereof.

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee the Lease Agreement and Escrow Agreement, as amended, and all of Assignor's rights, interests and obligations thereunder for a term of twenty (20) years from the date hereof, and Assignee hereby accepts the assignment thereof.

2. Assignor hereby represents and warrants that (a) Assignor has duly performed all of the conditions by it to be performed under the Lease Agreement and Escrow as of the date hereof, (b) the Lease Agreement and Escrow are now in full force and effect, and (c) the Lease Agreement and Escrow are assignable.

3. Assignee hereby covenants with Assignor that Assignee will duly keep, observe and perform all of the terms, conditions, and provisions of the Lease Agreement and Escrow that are to be kept, observed and performed by the Assignor and Assignee will save and hold harmless Assignor of and from any and all actions, suits, costs, damages, claims and demands whatsoever, including reasonable attorneys' fees, incurred by Assignor arising by reason of any act or omission of the Assignee with respect to the Lease Agreement and Escrow.

4. The parties understand and agree that the assignment made hereunder is for a term of twenty (20) years and that at the end of said term this Assignment shall automatically terminate and all rights, interests and obligations under the Lease Agreement and Escrow shall again belong to Assignor, and the parties agree to execute such instruments as may be necessary at the termination of this assignment to effectuate a reconveyance of the Lease Agreement and Escrow to Assignor.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, Personal Representatives, successors and assigns.

6. This assignment shall not be amended or modified except by written agreement executed by both Assignor and Assignee.

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

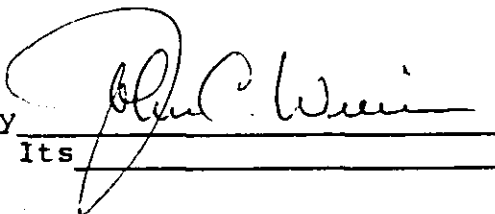
ASSIGNOR:

BONNEVILLE PACIFIC CORPORATION

By 
Its SECRETARY

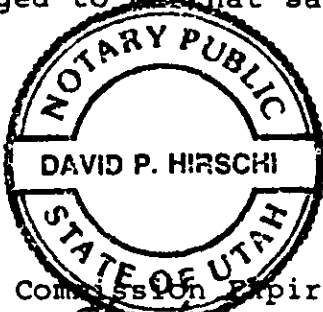
ASSIGNEE:

MISTLETOE FINANCIAL COMPANY

By 
Its _____

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

On the 30th day of May, 1984, personally appeared before me Robert C. Wood, who, being by me duly sworn, did say that he is the Secretary of Bonneville Pacific Corporation, a Utah corporation, that the within and foregoing instrument was signed on behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Robert C. Wood acknowledged to me that said corporation executed the same.



My Commission Expires:

8/20/87

David P. Hirschi
NOTARY PUBLIC
Residing at: Cedarville Utah

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

On the 30th day of May, 1984, personally appeared before me John C. Williams, who, being by me duly sworn, did say that he is the General Partner of Mistletoe Financial Company, a Utah general partnership, that the within and foregoing instrument was signed by authority of the General Partnership Agreement of said Partnership, and said John C. Williams acknowledged to me that he executed the same as General Partner.

Anna West
NOTARY PUBLIC

Residing at: 3156 N. 3400 E. Ste 764

My Commission Expires:

4-15-86

5561C

EXHIBIT "A"

Property Description

Real property located in Twin Falls County, State of Idaho, described as follows:

Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho.

Section 23: A portion of the SE1/4SE1/4 and the W1/2SE1/4 and being more specifically described as follows:

COMMENCING at the Southeast Section Corner Section 23, Township 9 South, Range 15, E.B.M., said point being the REAL POINT OF BEGINNING: Thence North 0°11'47" East 440.00 feet along the Easterly boundary of said Section 23; thence North 89°51'00" West 330.00 feet; thence South 45°03'02" West 240.00 feet; thence North 89°51'00" West 127.67 feet; thence North 59°43'06" West 200.00 feet; thence North 0°11'47" East 950.00 feet to a point on the Northerly boundary of the SE1/4SE1/4 said Section 23; thence North 89°55'12" West 528.45 feet along the Northerly boundary of the SE1/4SE1/4 said Section 23 to the Northwest corner thereof; thence North 0°14'13" East 392.78 feet along the Easterly boundary of the W1/2SE1/4 said Section 23; thence North 54°56'58" West 228.63 feet; thence North 21°13'16" West 853.64 feet to a point on the Northerly boundary of the W1/2SE1/4 said Section 23; thence North 89°59'24" West 200.00 feet along the Northerly boundary of the W1/2SE1/4 said Section 23 to a point on the Westerly bank of Cedar Draw Creek; thence South 10°55'13" East 1103.58 feet; thence South 50°25'12" East 370.38 feet; thence South 0°14'13" West 100.00 feet; thence South 89°55'12" East 200.00 feet to a point on the Westerly boundary of the SE1/4SE1/4 said Section 23; thence South 0°14'13" West 1219.75 feet along the Westerly boundary of the SE1/4SE1/4 of said Section 23 to the Southwest corner thereof;

thence South 89°51'00" East 1329.44 feet along the Southerly boundary of the SE1/4SE1/4 said Section 23 to the REAL POINT OF BEGINNING.

SUBJECT TO a twenty-five (25) foot wide road right-of-way along the Southerly and Easterly boundaries of the SE1/4SE1/4 said Section 23.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS along a road right-of-way 50 feet in width along the North boundary of the SE1/4SE1/4 of said Section 23. The South line of said right-of-way shall be parallel to and fifty (50) feet South of said North boundary line.

LESS AND EXCEPTING the following:

That portion of the foregoing legal description lying North and East of Cedar Creek; also

BEGINNING at the Southeast Corner of said SE1/4SE1/4; thence North 0°11'47" East, 440.00 feet to the point of beginning; thence North 89°51'00" West 100.00 feet; thence South 0°11'47" West to the Center of Cedar Draw Creek; thence following the Center Line of Cedar Draw Creek in an Easterly direction to the East boundary of the SE1/4SE1/4; thence North 0°11'47" East along said East boundary to the point of beginning.

EXHIBIT "B"

Lease Agreement and Lease

LEASE AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE ("Agreement"), made and entered into this 18th day of MAY, 1983, by and between THOMAS AND REBECCA MCCAULEY, Husband and Wife (the "Lessor") and BONIEVILLE PACIFIC CORPORATION, a Utah corporation duly authorized to transact business in the State of Idaho (the "Lessee"),

W I T N E S S E T H:

WHEREAS, Lessor owns or has the right to acquire certain real property (the "Leased Premises") located in Twin Falls County, State of Idaho, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Lessor owns or has the right to acquire certain non-consumptive water rights and appropriations for electrical generation (the "Water Rights"), more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, the parties intend to enter into a Power Sales Contract (the "Power Contract") with Idaho Power Company for the purchase and the sale of power generated from the Leased Premises, a copy of the standard form of which contract is attached hereto as Exhibit "C" and by this reference made a part hereof; and

WHEREAS, Lessor has obtained an Order Granting Exemption from Licensing for a Conduit Hydroelectric Project from the Federal Energy Regulatory Commission (the "FERC Exemption"), a copy of which is attached hereto as Exhibit "D" and by this reference made a part hereof; and

WHEREAS, Lessee desires to lease the Leased Premises and to acquire the use of the Water Rights, FERC Exemption for purposes of constructing, operating and maintaining a hydroelectric project on the Leased Premises to be known as the Little Mac Power Project (the "Project"); and

WHEREAS, Lessor desires to lease the Leased Premises and to make available to the Lessee the foregoing rights and interests upon the terms herein contained,

NOW, THEREFORE, for the consideration hereinafter described and in further consideration of the mutual promises and covenants of the parties hereto, the parties agree as follows:

1. Agreement to Lease Premises and Make Available Permits in Existence. Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor the Leased Premises. Lessor agrees to provide for Lessees use the existing Water Rights, and FERC Exemption, in accordance with and subject to the terms of this Agreement.

2. Term of Agreement. This Agreement shall remain in full force and effect and binding upon the parties hereto for a term of twenty-five (25) years from the date of first power production by the Project unless earlier terminated as herein provided.

3. Construction of the Project. Lessee shall have the right to go upon the Leased Premises for purposes of constructing the Project. Lessee shall be solely responsible to construct, install or complete on the Leased Premises a power generating facility with an estimated installed capacity of 1.35 megawatts.

4. Control and Ownership of Project. Lessee shall have complete control over the construction, operation and maintenance of the Project during the term of this Agreement and Lessor grants to Lessee all rights and privileges necessary or desirable in the construction, operation and maintenance of the Project, including, without limitation, rights of ingress and egress and such reasonable easements, privileges, water lines, electrical transmission lines and other utility easements as may be necessary or desirable in the construction, operation and maintenance of the Project. At the end of the term hereof, Lessee shall transfer to Lessor, without cost to Lessor, by good and sufficient bills of sale, quitclaim deeds or assignments, all of its right, title and interest in and to the Leased Premises, Water Rights, Power Contract, FERC Exemption, and any and all improvements or personal property situated upon the Leased Premises at the end of the term hereof.

5. Rental. As rental for the Leased Premises and as total consideration for the other Agreements herein contained Lessee agrees to pay to Lessor the following amounts within the times and upon the terms as follows:

(a) The sum of Twenty-Five Thousand Dollars (\$25,000), upon verification by Lessee of the existence of a valid FERC Exemption, rights to non-consumptive use of projected water flows for electrical generation, and an engineering feasibility study for a plant of 1.60 megawatts of installed capacity, which verification shall be completed on or before May 10, 1983; or upon execution of this document, whichever shall last occur.

(b) The sum of Twenty-Five Thousand Dollars (\$25,000), at the time of the first draw on construction financing for the Project, or September 1, 1983, whichever event shall first occur.

(c) The sum of Fifty Thousand Dollars (\$50,000) upon the completion of the construction phase of the Project.

(d) At such time as the Project is completed and declared to be in commercial operation, Lessee shall pay to Lessor (i) for the first ten (10) years of operation a sum equal to twelve and one-half percent (12.5%) of the gross income received by Lessee from the operation of the Project, and (ii) for the remaining term a sum equal to twenty-five percent (25%) of the gross revenues received by Lessee from the operations of the Project. Such payments shall be made quarterly, in arrears.

6. Tax Benefits. For purposes of federal taxation, Lessee is hereby declared to be the owner of the Project and shall be entitled to all federal tax benefits (ITC, ETA and ACRS depreciation, et.) available under the tax regulations relating to power projects of this nature. All Idaho state tax benefits, credits and deductions, to the extent allowed by law, shall inure to the benefit of Lessor.

7. Default. In the event either party hereto is in default under this Agreement, and such default is not cured within 10 days after written notice of the default is delivered to the defaulting party, the non-defaulting party shall have the right to bring one or more of the following actions:

(a) An action for specific performance under this Agreement;

(b) An action for damages incurred as a result of the default;

(c) An action to rescind this Agreement; and

(d) Any other rights and remedies provided by law.

In the event of default, the defaulting party shall pay all costs and fees incurred by the non-defaulting party, in enforcing this Agreement against such defaulting party, including reasonable attorneys' fees and court costs.

8. Covenant of Title and Peaceful Possession. Lessor covenants that it has full right, power and authority to make this Lease, and that Lessee or any permitted assignee or sublessee of Lessee, upon payment of the rentals and performance of the covenants upon Lessee's part to be performed hereunder, shall and may peacefully and quietly have, hold and enjoy the Leased Premises, any improvements thereon, and the rights assigned hereby, during the term hereof.

9. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockout, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, the performance of such action shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

10. Additional Instruments. In the event it is necessary or desirable to prepare and execute additional instruments or documents to effectuate the terms of this Agreement, the parties hereto agree to cooperate fully in the preparation and execution of the same.

11. Eminent Domain. In the event the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and both Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder. It is understood and agreed that Lessee shall be entitled to the entire award

or compensation under any proceeding in eminent domain except such portion of the award or compensation specifically relating to the value of the unimproved real property leased hereunder.

12. Notices. All notices required or permitted hereunder shall be deemed duly delivered when personally delivered or when sent by United States Mail, postage prepaid, registered or certified mail with return receipt requested, and addressed to the parties as follows:

IF TO LESSOR:	Mr. and Mrs. Thomas McCauley Route 4, Box 139 Buhl, Idaho 83316
IF TO LESSEE:	Bonneville Pacific Corporation 200 East South Temple Suite #300 Salt Lake City, Utah 84111 Attention: Raymond L. Hixson, President

Either party may change its address in writing by giving notice of such change in the manner herein provided.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be modified or amended except written instrument duly executed by the parties hereto.

14. Binding Agreement. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. Captions. Captions throughout this instrument are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

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

LESSOR:

Thomas R. McCauley
Thomas McCauley

Rebecca R. McCauley
Rebecca McCauley

LESSEE:

BONNEVILLE PACIFIC CORPORATION

By: L. Wyren Johnson
Its: Vice President

EXHIBIT "A"

(Description of Real Property)

EXHIBIT "E"

(Water Rights)

APPROVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Thomas Leo McCauley Phone 543-8486
Post office address RT 4 Box 139 Buhl, Idaho 83316
2. Source of water supply Cedar Draw which is a tributary of Snake River
3. Location of point of diversion is NW 1/4 of SE 1/4 of Section 23 S Township 9 S
Range 15 E B.M. Twin Falls County, additional points of diversion if any _____

4. Water will be used for the following purposes:

Amount 70 cfs for HYDRO Electric GENERATION purposes from Jan 1 to Dec 31 (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated:

a. 70 cubic feet per second and/or b. _____ acre feet per annum.

6. Proposed diverting works:

- a. Description of ditches, flumes, pumps, headgates, etc. 1400' of 5" diameter pipe connecting a 4' high broad crested weir diversion to a Herringbone type manifold w/ 5 generators
b. Height of storage dam _____ feet, active reservoir capacity 0 acre feet, total reservoir capacity _____ acre feet, materials used in storage dam _____
Period of year when water will be diverted to storage _____ to _____ (both dates inclusive)
c. Proposed well diameter is _____ inches, proposed depth of well is _____ feet.

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

8. Description of proposed uses

a. If water is not for irrigation:

- (1) Give the place of use of water: NW 1/4 of SE 1/4 of Section 23 S Township 9 S
Range _____ B.M. 414 KW
(2) Amount of power to be generated: 370 horsepower under 100 feet of head
(3) List number of each kind of livestock to be watered: NONE
(4) Name of municipality to be served: NONE, or number of families to be supplied with domestic water: NONE
(5) If water is to be used for other than domestic purposes: NONE

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

[illegible]

Total number of acres to be indicated

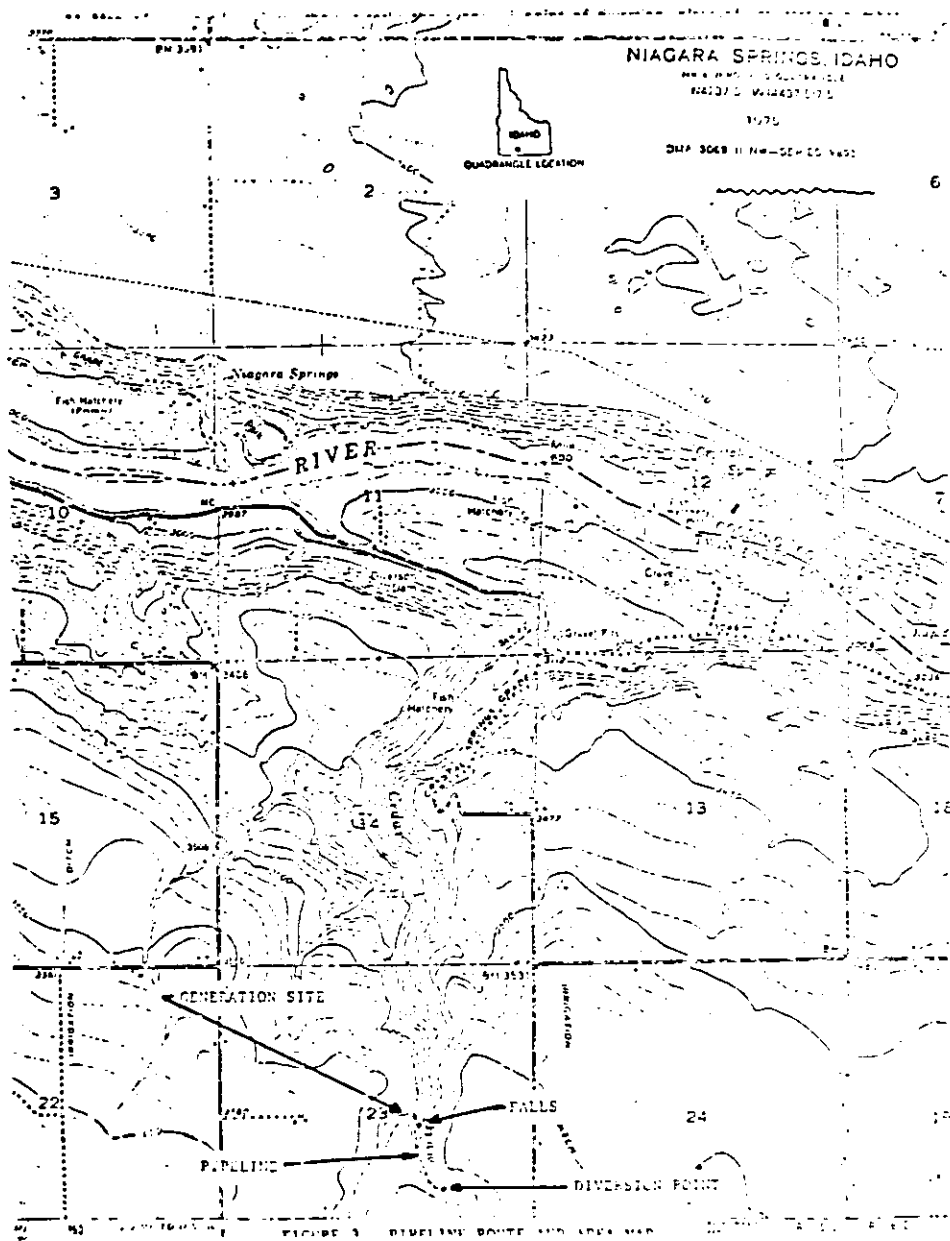
c. Describe any other water rights used for the same purposes as described above.

9. a. Who owns the property at the point of diversion Thomas Lee + Rebecca M. Gandy
b. Who owns the land to be irrigated or place of use Thomas Lee + Rebecca M. Gandy
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 ^{AN} FERC application has been filed and
received by all appropriate agencies. This application
as well as the FERC application are competing
with those filed by Leroy Bylund at Crystal
Springs Ranch of Buhl. I have filed for an
"Exemption from licensing" which has priority over
Mr. Bylund's filing for a "preliminary permit".
I feel that to the casual observer or to the
trained expert my project is by far more sound
aesthetically, economically, and most important
environmentally. I appreciate your consideration

Sincerely

James M. McFarland



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:

Michael J. [Signature]

Proposed Priority 6/21/1982
 Received by J.C.B. Date 6-21-82 Time 3:30
 Preliminary check by ADN Fee \$ 925.00
 Received by T.G.E. Date 6-21-82 # 20922
 Publication prepared by ADN Date 7/6/82
 Published in Times Mirror
 Publication dates 7/5 + 7/22/82
 Publication approved ADN Date 7/4/82
 Protests filed by: None
 Copies of protests forwarded by _____
 Hearing held by _____ Date _____
 Recommended for (approval) denial by ADN T.G.E.

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. 47-7830, 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 May 1, 1988.
 - c. The rate of diversion, if water is to be used for irrigation under this permit when combined with the other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land. For licensing purposes, a scientific measurement of the diversion rate of the
 - d. Other system as it is normally operated shall be provided by either prior or proposed shall an approved type of measuring device or by having a professional land engineer certify the rate of diversion to the Department prior to submitting application for this permit. This permit is subject to the provisions of Articles 12-13 through 42-210, Idaho Code, restricting the sale, transfer, assignment, or mortgage of this permit. Failure to comply with these provisions shall cause for immediate cancellation of this permit.
- Use of water under this permit is subordinated to future diversion of water either upstream or downstream for irrigation or other consumptive beneficial uses.
- This permit does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
- Water shall not be diverted under this permit until a written agreement with the irrigation district or canal company serving the area containing the point of diversion is filed with the Department of Water Resources providing for the coordination of the permit use with the irrigation district or canal company operation.
- This permit shall in no way be used to inhibit or alter the historical use of Cedar Draw by the Twin Falls Canal Company as a water delivery channel and as a waste-way.

Witness my hand this 9th day of May, 1982.

J. Hines
 J. Hines
 Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use.

Comes now THOMAS LEO MCCAULEYof (address) Route #4, Box 139 Buhl, Idaho 83316, and represents to the
Director of the Idaho Department of Water Resources:That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho
No. 47-7830, and requests that the permit and permit map be changed as follows:

1. Point of diversion: SE ¼ SE ¼, Section 23, Township 9S, Range 15E, B.M.,
County of Twin Falls. Other points of diversion: _____

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

Amount 70cfs for Hydroelectric Generation purposes from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	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 = _____

4. a. Who owns the property at the point of diversion? Thomas Leo and Rebecca McCauley
- b. Who owns the land to be irrigated or the place of use? Thomas Leo and Rebecca McCauley
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: N/A

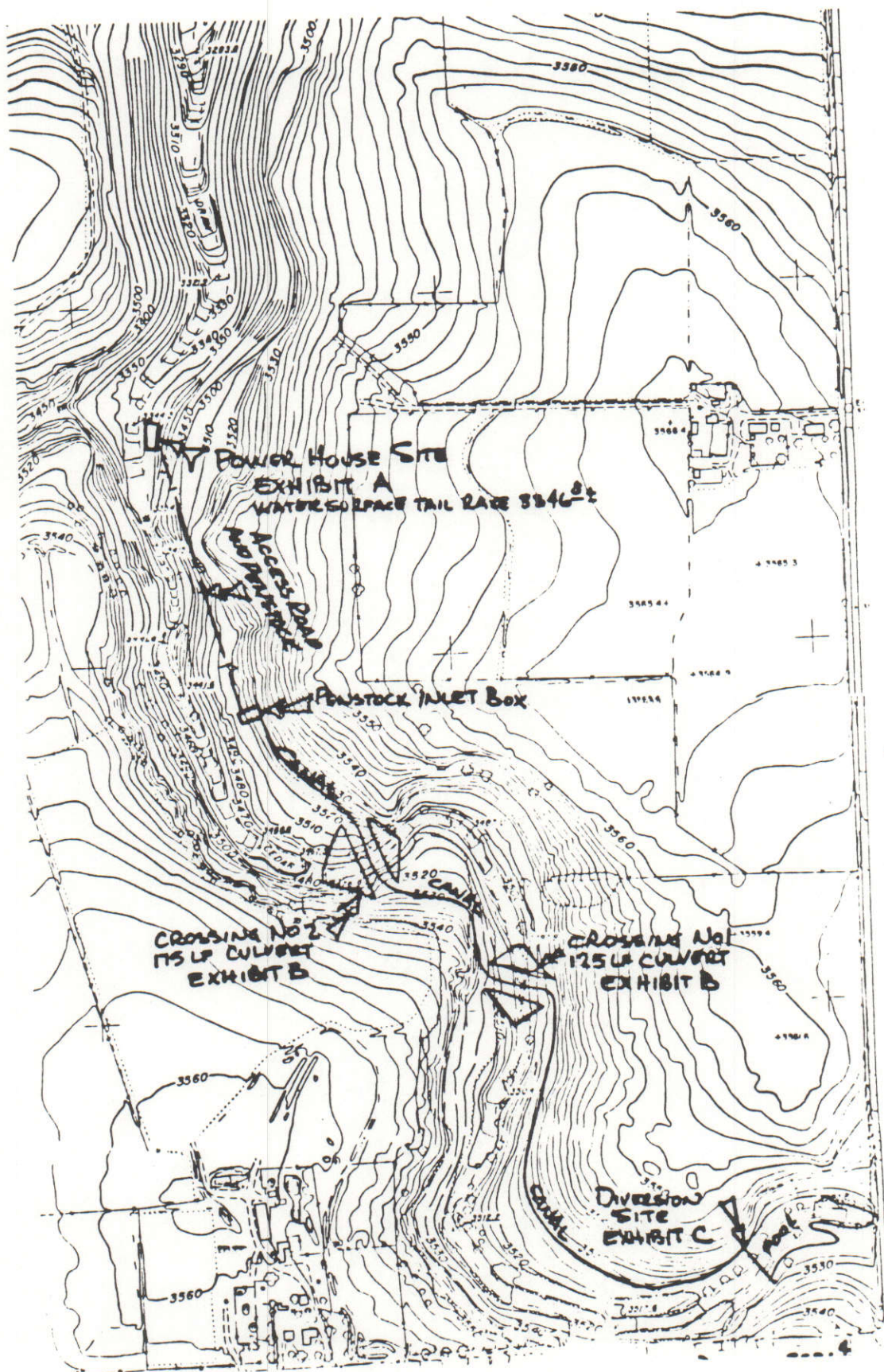


EXHIBIT "A"

THOMAS LEO McCAULEY APPLICATION

CANAL

Length 3300 feet
Dimension 8 ft base, 22.5 ft top width, 1 ft free board,
2.56 ft depth
Slope .00161 ft/ft
Side Slope 2 to 1
Capacity 120 cfs
Earth Quantities:
10% rock 700 yd3
90% 5988 yd3
4" crushed gravel 983 yd3
6" concrete lined 1474 yd3

DIVERSION STRUCTURE

Located at 3526 ft MSL elevation
Concrete Structure
Overflow type by-pass 100 yr flood
Capacity to canal - 120 cfs
Slide gate to canal

HEAD WORKS FROM CANAL TO PENSTOCK

Concrete Structure
Capacity 120 cfs
Penstock 42" diameter
Inlet elevation - 3526 ft MSL

PENSTOCK

Length 700 feet
42" diameter
.25" wall thickness
Welded and dresser coupler joints
Thrust blocked at bends and along vertical drop tying into the rock face
At rated capacity 120 cfs HL = 3.18 ft.
At average cap. 64.4 cfs HL = 1.00 ft.

POWERHOUSE

25' x 75' steel building
Will house four turbines
Elevation 3346 ft MSL

TURBINES

1 550 KW unit
3 350 KW units
Peak flow 120 cfs
Low flow 25 cfs

TRANSMISSION LINE

Estimate 1 mile

Rated capacity of 1600 KW.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

APPROVED

1. Name of applicant THOMAS LEO McCAULEY Phone 543-8488

Post office address Route No. 4 Box 139, Buhl, Idaho 83316

2. Source of water supply Cedar Draw which is a tributary of Snake River

3. Location of point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23 Township 22

Range 15E B.M. Twin Falls County, additional points of diversion if any:

4. Water will be used for the following purposes:

Amount 50 cfs for Hydro Electric Generation purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

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

5. Total quantity to be appropriated:

a. 50 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. _____

See Exhibit "A" attached

b. Height of storage dam _____ feet, active reservoir capacity 0 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, Year) (Month Day, Year)

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: NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 23 Township 22

Range 15E B.M.

610.0 KW* (*kw 12/30/1983)

(2) Amount of power to be generated - 1600-KW horsepower under 180 feet of head.

(3) List number of each kind of livestock to be watered None

(4) Name of municipality to be served None, or number of families to be supplied with domestic water None

(5) If water is to be used for other purposes described: None

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

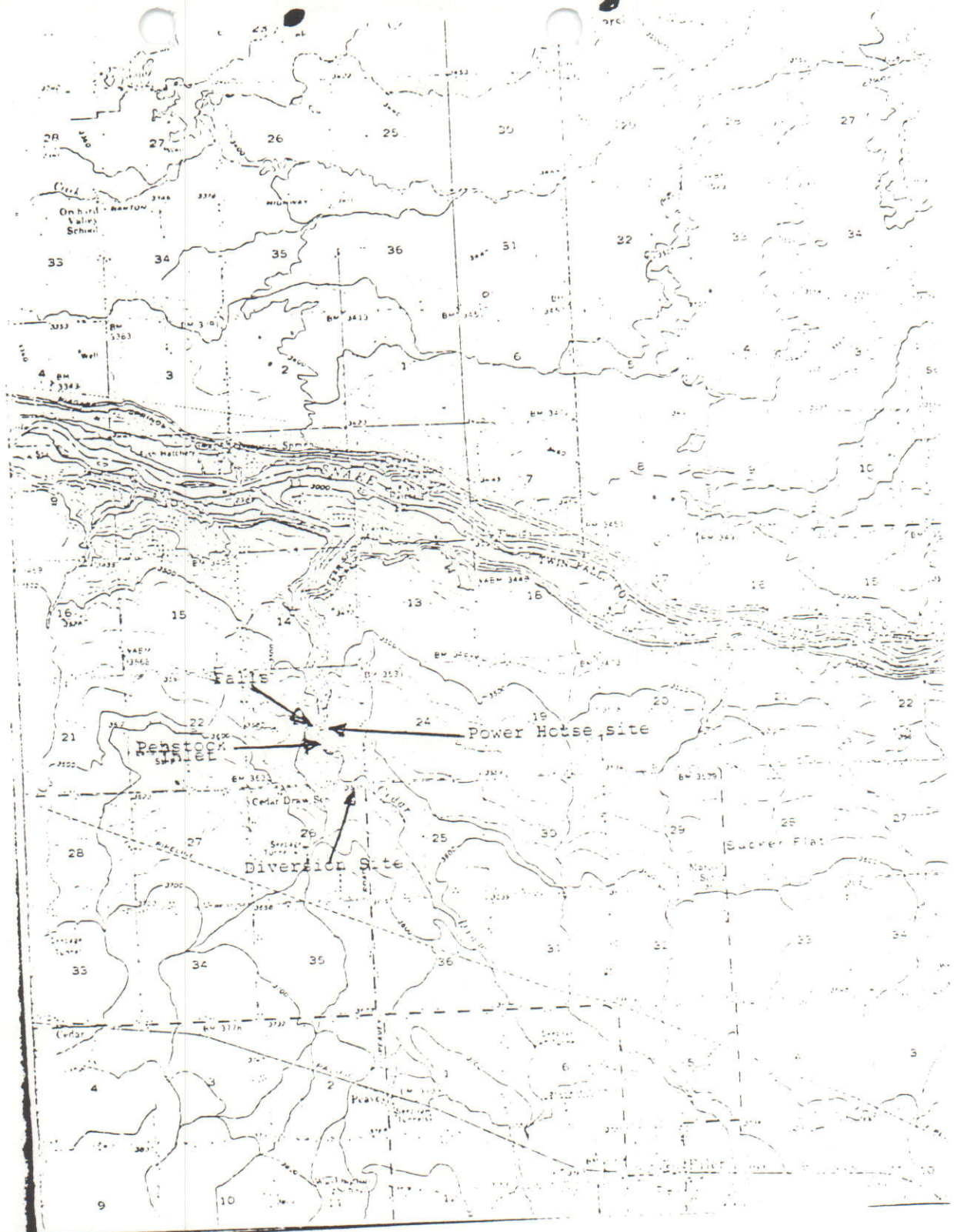
[illegible]

Total number of acres to be irrigated

c. Describe any other water rights used for the same purposes as described above. Approved
Application for Permit No. 47-7830 held by Thomas Leo McCauley.

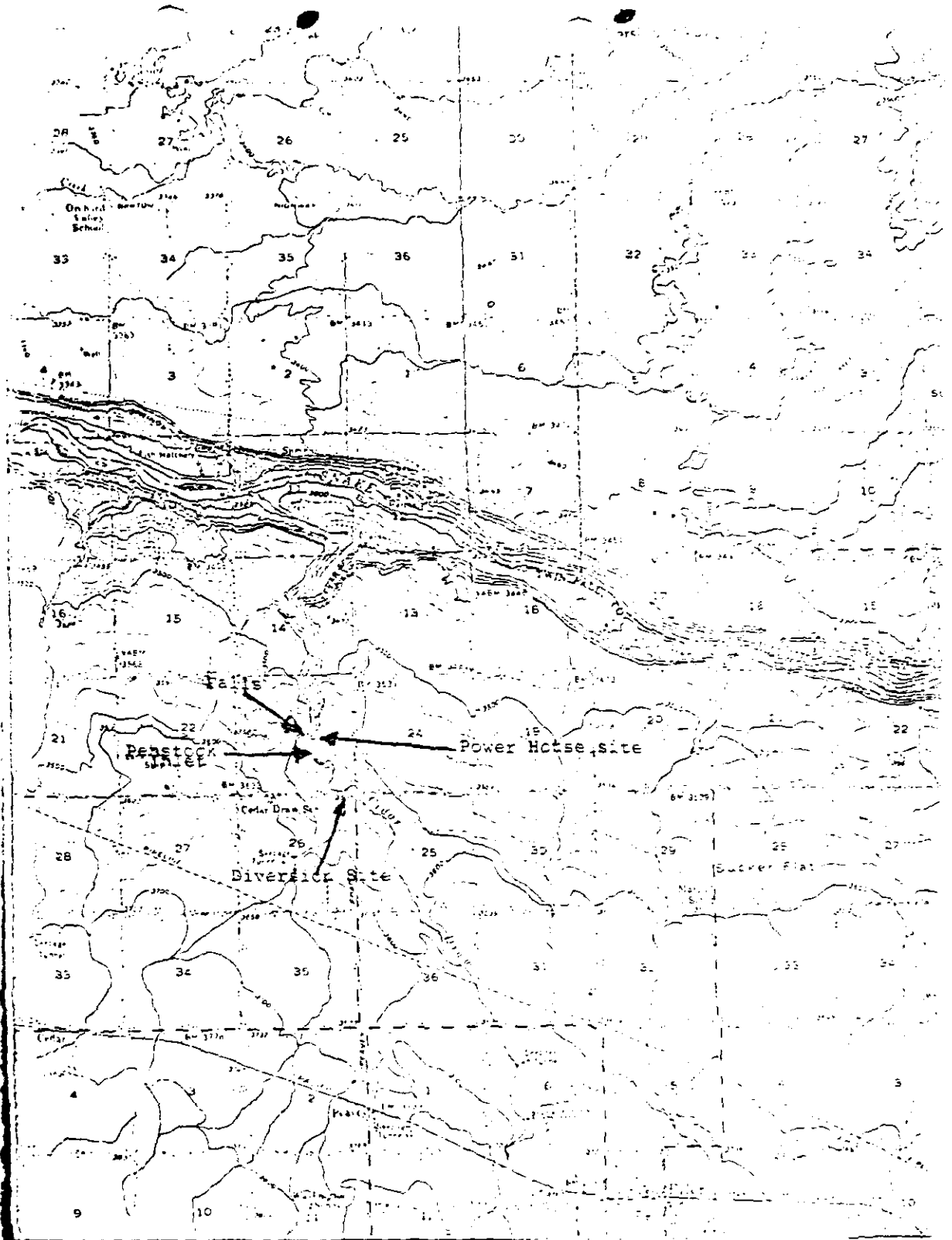
9. a. Who owns the property at the point of diversion Thomas Lee and Rebecca McCauley
b. Who owns the land to be irrigated or place of use Thomas Lee and Rebecca McCauley
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing N/A

10. Remarks I have received an Approved Application No. 47-7826
for 70 cfs on Cedar Draw. This new Application for Permit
is for an additional 50 cfs of flood waters available in
Cedar Draw for hydro electric purposes. I have obtained
an Order Granting Exemption from Licensing of a Small
Hydroelectric Project (F.E.R.C. Exemption) issued November 30,
1982, Project No. 6443. The additional water applied for
will increase the size and power output of the hydroelectric
facility to approximately 1600 KW.



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.

Alvin Shaefer
(Applicant)



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

Henry S. Lee / Emley
(Applicant)

Priority 9/20/83
Received by LT Date 9/20/83 Time 2:00
Preliminary check by ji Fee S 725.00 # 52877
Receipted by marcy Date 9/20/83
Publication prepared by marcy Date 9/19/83
Published in terrace news
Publication dates 10/27 + 11/3/83
Publication approved marcy Date 11/21/83
Protests filed by: None

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

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 47-7960, 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 May 1, 19 89.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other:
Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
- e. The permit holder shall either install a measuring device or an access port or provide a certified measurement or computation of flow based upon system design to be prepared by a professional engineer.
- f. 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.
- g. This permit does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
- h. Water shall not be diverted under this permit until a written agreement with the irrigation district or canal company serving the area containing the point of diversion is filed with the Department of Water Resources providing for the coordination of the permit use with the irrigation district or canal company operation.
- i. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director thirty (30) years from the date of issuance of this permit. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

SEE CONDITIONS J. & K. ON ATTACHED SHEET.

Witness my hand this 10th day of May, 1984.

L. Glen Saylor
Chief, Operations Bureau

ATTACHMENT

To Conditions
of Approval
for Permit No. 47-7960

Additional conditions of approval:

j. Use of water under this permit is subordinated to future diversion of water for irrigation or other consumptive beneficial uses.

k. This permit shall in no way be used to inhibit or alter the historical use of Cedar Draw by the Twin Falls Canal Company as a water delivery channel and as a wasteway.

EXHIBIT "C"

(Copy of Power Sales Contract)

EXHIBIT "D"

(Copy of FERC Exemption)

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

-2-

Thomas Len and Rebecca Rose McCauley 1 Project No. 6443-000
Cedar Draw Falls Generating Company 1 Project No. 6371-000

ORDER GRANTING EXEMPTION FROM LICENSING OF A
SMALL HYDROELECTRIC PROJECT OF 5 MW OR LESS
AND DENYING PRELIMINARY PERMIT APPLICATION

(Issued November 30, 1982)

The Applicant 1/ filed an application for exemption from all or part of Part I of the Federal Power Act pursuant to 18 C.F.R. Part 4 Subpart K (1980) implementing in part Section 408 of the Energy Security Act (Act) of 1980 for a project as described in the attached public notice. 2/ 3/

Notice of the application was published in accordance with Section 408 of the Act and the Commission's regulations and comments were requested from interested Federal and State agencies including the U.S. Fish and Wildlife Service and the State Fish and Wildlife Agency. All comments, protests and petitions to intervene that were filed have been considered. No agency has any objection relevant to issuance of this exemption.

- 1/ Thomas Len and Rebecca Rose McCauley, Project No. 6443, filed on June 17, 1982.
- 2/ Pub. Law 96-294, 94 Stat. 611. Section 408 of the ESA amends inter alia, Sections 405 and 408 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C. §§2705 and 2708).
- 3/ Authority to act on this matter is delegated to the Deputy Director, Office of Electric Power Regulation, under §375.308 of the Commission's regulations, 18 C.F.R. §375.308 (1981) FERC Statutes and Regulations §30,238. This order may be appealed to the Commission by any party within 30 days of its issuance pursuant to Rule 1902, 18 C.F.R. 385.1902, FERC Statutes and Regulations §29,052 47 Fed. Reg. 19014 (1982). Filing an appeal and final Commission action on that appeal are prerequisites for filing an application for rehearing as provided in Section 313(a) of the Act. Filing an appeal does not operate as a stay of the effective date of this order or of any other date specified in this order, except as specifically directed by the Commission.

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

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

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

Cedar Draw Falls Generating Company filed a preliminary permit application (FERC No. 6371) on May 26, 1982, for a project that would utilize the same water resources that would be developed by the Little Mac Project (FERC No. 6443). Pursuant to Section 4.104(e)(1) of the Commission's regulations, the Commission will favor an application for exemption over an application for preliminary permit for mutually exclusive projects. Therefore, the application for the preliminary permit is hereby denied.

It is ordered that:

(A) Little Mac Project No. 6443 as described and designated in Thomas Len and Rebecca Rose McCauley's application filed on June 17, 1982, is exempted from all of the requirements of Part I of the Federal Power Act, including licensing, subject to the standard articles in 64.106 of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. 64.106, 45 Fed. Reg. 76115 (November 18, 1980), and the following Special Article:

Article 6. The construction, operation, and maintenance of the exempt project may be reviewed by the Commission and subjected to further requirements for consistency with the terms and conditions of the regional fish and wildlife program developed pursuant to the Pacific Northwest Electric Power Planning and Conservation Act. Inconsistencies between the regional program and the mandatory conditions under Article 2 will be resolved by the Commission.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Thomas Lee and Rebecca Rose McCauley : Project No. 6443-000

NOTICE OF APPLICATION FOR EXEMPTION FOR SMALL
HYDROELECTRIC POWER PROJECT UNDER 5 MW CAPACITY
(August 20, 1982)

On June 17, 1982, Thomas Lee and Rebecca Rose McCauley, (Applicant) filed an application, under Section 408 of the Energy Security Act of 1980 (Act) (16 U.S.C. §52705, and 2708 as amended), for exemption of a proposed hydroelectric project from licensing under Part 1 of the Federal Power Act. The proposed small hydroelectric project No. 6443 would be located on Cedar Run Creek, in Twin Falls County, Idaho. Correspondence with the Applicant should be directed to: Thomas Lee and Rebecca Rose McCauley, Rt. 4, Box 130, Buhl, Idaho 83216.

Project Description - The proposed project would consist of: (1) a 7-foot-high diversion structure; (2) a 44-inch-diameter, 1400-foot-long penstock; (3) a powerhouse containing five generating units with a combined rated capacity of 255 kW; and (4) opportunity facilities. The Applicant estimates a 3,000,000 kWh average annual energy production.

Purpose of Exemption - An exemption, if issued, gives the Applicant priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Applicant from permit or license applications that would seek to take or develop the project. Power would be sold to Idaho Power Company.

Agency Comments - The U.S. Fish and Wildlife Service, The National Marine Fisheries Service, and the Idaho Department of Fish & Game are requested, for the purposes set forth in Section 408 of the Act, to submit within 60 days from the date of issuance of this notice appropriate terms and conditions to protect any fish and wildlife resources or to otherwise carry out the provisions of the Fish and Wildlife Conservation Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. The other Federal agencies for comments will be sent. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within the time from the date of issuance of this notice, it will be presumed to have no comments. The Applicant's comments must also be sent to the Applicant's representatives.

Project No. 6443-000

- 3 -

Competing Applications - Any qualified licensee applicant desiring to file a competing application must submit to the Commission, on or before the date of filing either the competing license application that proposes to develop at least 1.5 megawatts in that project, or a notice of intent to file such a license application. Submission of a timely notice of intent allows an interested person to file the competing license application no later than 120 days from the date that comments, protests, etc. are due. Applications for preliminary permit will not be accepted.

A notice of intent must conform with the requirements of 16 C.F.R. §4.33(h) and (i) (1980). A competing license application must conform with the requirements of 16 C.F.R. §4.33(c) and (d) (1980).

Comments, Protests, or Petitions to Intervene - Anyone may submit comments, a protest, or a petition to intervene in accordance with the requirements of the Rules of Practice and Procedure, 16 C.F.R. §1.8 or §1.10 (1980). In determining the appropriate action to take, the Commission will consider all protests or other comments filed, but only those who file a petition to intervene in accordance with the Commission's Rules may become a party to the proceeding. Any comments, protests, or petitions to intervene must be received on or before **Oct. 1, 1982**.

Filing and Service of Responsive Documents - Any filings must bear in all capital letters the title "COMMENTS", "NOTICE TO FILE A PETITION TO FILE A COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "PETITION TO INTERVENE", as applicable, and the Project Number of this notice. Any of the above named documents must be filed by providing the original and three copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. An additional copy must be sent to: Fred E. Springer, Chief, Applications Branch, Division of Hydropower Licensing, Federal Energy Regulatory Commission, Room 208 AB at the above address. A copy of any notice of intent, competing application, or petition to intervene must also be served upon each representative of the Applicant specified in the first paragraph of this notice.

Kenneth F. Plumb
Secretary

MC-6-00

(M) Cedar Run Falls Generating Company's preliminary permit application (FERC Project No. 6371) filed on May 26, 1982, is hereby denied.

Robert E. Calkins
Robert E. Calkins
Deputy Director, Office of
Electric Power Regulation

POOR QUALITY ORIGINAL

(d) Article 4. This exemption is subject to the navigation servitude of the United States if the project is located on navigable waters of the United States.

(e) Article 5. This exemption does not confer any right to use or occupy any Federal lands that may be necessary for the development or operation of the project. Any right to use or occupy any Federal lands for those purposes must be obtained from the administering Federal land agencies. The Commission may accept a license application by any qualified license applicant and revoke this exemption, if any necessary right to use or occupy Federal lands for those purposes has not been obtained within one year from the date on which this exemption was granted.

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

P-6443

FEDERAL ENERGY REGULATORY COMMISSION

WASHINGTON D C 20426
REGULATORY UNIT EMPLOYEES

POSTAGE AND FEES PAID
FEDERAL ENERGY REGULATORY COMMISSION
FENCJ61
FIRST CLASS MAIL



§ 4.106 Standard terms and conditions of exemption from licensing.

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

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

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

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

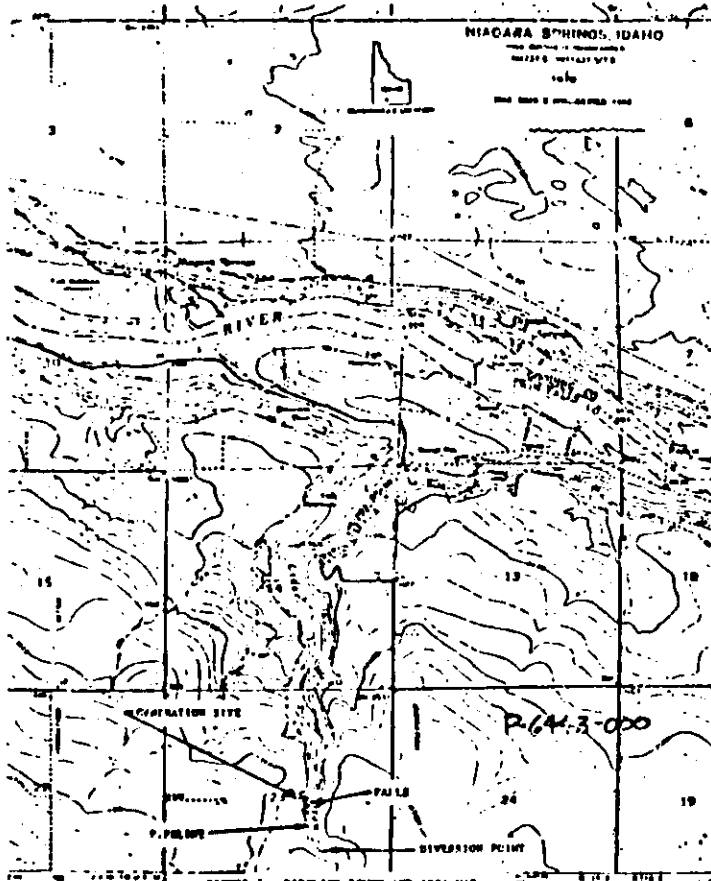


EXHIBIT "C"

Escrow Agreement

Addendum

Date: May 3, 1984
Order no. re: Escrow #19866
and Lease Agreement
with BPC

TitleFact, Inc.

Gentlemen:

Thomas McCauley and Rebecca McCauley, husband and wife,
The undersigned, Marcella M. Askew, a widow, and deliver to you herewith the following described
document: Bonneville Pacific Corporation, a Utah Corporation

Executed 'Lease Agreement and Lease'

on which there is an unpaid balance of \$ McCauley-Askew escrow payable as follows:

\$1,319.58 commencing May 15, 1984 and a like amount the 15th of each
month thereafter until said escrow is satisfied. Quarterly payments
from BPC, in arrears, as identified in 5.(d) page 3 of (continued page 2)
You are hereby authorized to receive any or all payments or any part thereof due or to become due under the terms
of such document and at any time after the above date specified therefore with like effect as if paid on or before said
due date. It is understood that you are not required to send notices or make any effort to collect.

All moneys received hereunder, less your usual collection charges, are to be disbursed as follows:

Same as original escrow.

The following collection charges are to be deducted from funds received.

McCauleys pay any charges over \$6.00 per month currently being paid by
Escrow fees shall be in accordance with TitleFact, Inc.'s schedule and may hereafter be amended.
The above charges do not cover the handling of deeds, abstracts or similar documents. It is further understood and agreed
that you are not responsible in any way to any of the parties to the above contract for any duty or responsibility other
than accounting for funds received on this collection item and the undersigned hereby agrees to indemnify you and hold
you harmless for any and all expenses incurred by you in the event you should become involved in any controversy
between said parties other than controversy concerning the accounting for said funds.

In the event the contract specifies that monthly payments include insurance and taxes, you are authorized to apply
these payments in such a manner as to relieve excessive bookkeeping. In case a mortgage exists on the property said
requiring auxiliary reserves, the undersigned agrees to the procedure of applying the total payment received under
the contract to interest and principal disbursing the funds as above mentioned. As the taxes and insurance become due
and are paid by the mortgagee, the amount paid is to be added to the unpaid principal balance on the contract.
The undersigned also agrees to notify TF, Inc. of the amount of taxes and fire insurance premium as they are paid.
Please advise the buyers, whose address is _____, that the above contract
has been deposited with you for collection; also that you do not hold the deed and abstract for delivery when the
contract is paid.

These instructions shall continue in full force and effect until cancelled in writing by the undersigned.

In the event a payment check is returned
to TitleFact, Inc. for insufficient funds,
a \$10.00 service charge will be imposed.
ALL subsequent payments must then be in
the form of CASHIERS CHECKS

Yours very truly,

Marcella M. Askew SS# _____
Marcella M. Askew seller

seller
BONNEVILLE PACIFIC CORPORATION

by: _____
its: _____

Above items received for collection this _____ day of _____, 19 _____

by: *[Signature]*
TITLEFACT, INC.

SS# _____
Thomas McCauley buyer

SS# _____
Rebecca McCauley buyer

Addendum to
Escrow Instructions
McCauley - Askew
#19866

the 'Lease Agreement and Lease'. From said quarterly payments, any amounts owing or in arrears to Marcella M. Askew will be paid prior to forwarding the balance to McCauleys.

McCauleys agree to pay any TitleFact, Inc. escrow fees in excess of the \$6.00 per month being paid at this time by Marcella M. Askew.

This addendum shall be cancelled at such time as:

1. Payment in full of the Askew escrow, or
2. Depletion of the Fund and no further amount owing to or expected by the McCauleys from BPC, or
3. Written Agreement signed by the McCauleys and Marcella M. Askew directing closure.


Marcella M. Askew

Thomas McCauley

Rebecca McCauley

BONNEVILLE PACIFIC CORPORATION

by: _____
its: _____

May 3, 1984

TitleFact, Inc.

Order No. re: Escrow #19866
and Lease Agreement
with BPC

Gentlemen:

Thomas McCauley and Rebecca McCauley, husband and wife,
The undersigned, Marcella M. Askew, a widow, and deliver to you herewith the following described document: Bonneville Pacific Corporation, a Utah Corporation

Executed 'Lease Agreement and Lease'

on which there is an unpaid balance of \$ McCauley-Askew escrow payable as follows:

\$1,319.58 commencing May 15, 1984 and a like amount the 15th of each month thereafter until said escrow is satisfied. Quarterly payments from BPC, in arrears, as identified in 5.(d) page 3 of (continued page 2) You are hereby authorized to receive any or all payments or any part thereof due or to become due under the terms of such document and at any time after the above date specified therefore with like effect as if paid on or before said due date. It is understood that you are not required to send notices or make any effort to collect.

All moneys received hereunder, less your usual collection charges, are to be disbursed as follows:

Same as original escrow.

The following collection charges are to be deducted from funds received:

McCauleys pay any charges over \$6.00 per month currently being paid by Escrow fees shall be in accordance with TitleFact Inc.'s schedule and may hereafter Aske be amended.

The above charges do not cover the handling of deeds, abstracts or similar documents. It is further understood and agreed that you are not responsible in any way to any of the parties to the above contract for any duty or responsibility other than accounting for funds received on this collection item and the undersigned hereby agrees to indemnify you and hold you harmless for any and all expenses incurred by you in the event you should become involved in any controversy between said parties other than controversy concerning the accounting for said funds.

In the event the contract specifies that monthly payments include insurance and taxes, you are authorized to apply these payments in such a manner as to relieve excessive bookkeeping. In case a mortgage exists on the property sold requiring auxiliary reserves, the undersigned agrees to the procedure of applying the total payment received under the contract to interest and principal disbursing the funds as above mentioned. As the taxes and insurance become due and are paid by the mortgagees, the amount paid is to be added to the unpaid principal balance on the contract. The undersigned also agrees to notify TF, Inc. of the amount of taxes and fire insurance premium as they are paid. Please advise the buyers, whose address is _____, that the above contract has been deposited with you for collection; also that you do not hold the deed and abstract for delivery when the contract is paid.

These instructions shall continue in full force and effect until cancelled in writing by the undersigned.

In the event a payment check is returned to TitleFact, Inc. for insufficient funds, a \$10.00 service charge will be imposed. ALL subsequent payments must then be in the form of CASHIERS CHECKS

Yours very truly,

SS#

Marcella M. Askew seller

seller

BONNEVILLE PACIFIC CORPORATION

by: [Signature]

its: SECRETARY

Above items received for collection this _____ day of _____, 19 _____

TITLEFACT, INC.

by:

[Signature]

Thomas McCauley SS# 097-361969 buyer

Rebecca McCauley SS# 562-327891 buyer

Addendum to
Escrow Instructions
McCauley - Askew
#19866

the 'Lease Agreement and Lease'. From said quarterly payments, any amounts owing or in arrears to Marcella M. Askew will be paid prior to forwarding the balance to McCauleys.

McCauleys agree to pay any TitleFact, Inc. escrow fees in excess of the \$6.00 per month being paid at this time by Marcella M. Askew.

This addendum shall be cancelled at such time as:

1. Payment in full of the Askew escrow, or
2. Depletion of the Fund and no further amount owing to or expected by the McCauleys from RPC, or
3. Written Agreement signed by the McCauleys and Marcella M. Askew directing closure.

Marcella M. Askew

Thomas McCauley

Rebecca McCauley

HONNEVILLE PACIFIC CORPORATION

by: _____
its: SECRETARY

ESCROW INSTRUCTIONS

Date January 14, 1980

Order No. 19866

TitleFact, Inc.

Gentlemen:

The undersigned, buyer and seller deliver to you herewith, the following described document:

2 notes, mortgage, satisfaction of mortgage, partial assignment of mortgage, security agreement, UCC-1 (Financing Statement), Fire insurance evidence

on which there is an unpaid balance of \$187,000.00 payable as follows: \$23,000.00 at NO interest is due and payable on or before April 21, 1980. \$164,000.00 is due in monthly installments of \$1,319.58, including 9% interest from April 21, 1980. First monthly installment will be due May 21, 1980.

You are hereby authorized to receive any or all payments or any part thereof due or to become due under the terms of such document and at any time after the above date specified therefore with like effect as if paid on or before said

due date. It is understood that you are not required to send notices or make any effort to collect. IN THE EVENT A LATE PAYMENT IS RETURNED TO TITLEFACT, INC. FOR INSUFFICIENT FUNDS, A \$10.00 SERVICE CHARGE WILL BE IMPOSED. All subsequent payments must then be in the form of cash.

All moneys received hereunder, less your usual collection charges, are to be disbursed as follows: CASHIER'S CHECK.

\$1,000.00 to Fed. Land Bank for future payments from the \$23,000.00 due April 21, 1980. Pay balance of ***// \$300.00 to Fed. Land Bank for future payments from each monthly installment beginning May 21, 1980. Balance to seller.

The following collection charges are to be deducted from funds received.

\$2.00 per month per disbursement.

** commission in the amount of \$6,360.00, one-half to Chuck Perkins Realty and one-half to Lowell Willis Realty. Balance of payment to seller.

The above charges do not cover the handling of deeds, abstracts or similar documents. It is further understood and agreed that you are not responsible in any way to any of the parties to the above contract for any duty or responsibility other than accounting for funds received on this collection item and the undersigned hereby agrees to indemnify you and hold you harmless for any and all expenses incurred by you in the event you should become involved in any controversy between said parties other than controversy concerning the accounting to said parties.

In the event the contract specifies that monthly payments include insurance and taxes, you are authorized to apply these payments in such a manner as to relieve excessive bookkeeping. In case a mortgage exists on the property sold requiring auxiliary reserves, the undersigned agrees to the procedure of applying the total payment received under the contract to interest and principal disbursing the funds as above mentioned. As the taxes and insurance become due and are paid by the mortgagee, the amount paid is to be added to the unpaid principal balance on the contract. The undersigned also agrees to notify TF, Inc. of the amount of taxes and fire insurance premium as they are paid. Please advise the buyers, whose address is _____, that the above contract has been deposited with you for collection; also that you do not hold the deed and abstract for delivery when the contract is paid.

These instructions shall continue in full force and effect until cancelled in writing by the undersigned.

Buyer may pay no more than 20% of \$164,000.00 in addition to principal amounts paid monthly in any one calendar year without seller's consent.

Yours very truly,

Buyer agrees to reimburse seller for interest paid to Federal Land Bank which exceeds 9% per annum.

Above items received for collection this _____ day of _____, 19____

TITLEFACT, INC.

by:

Marcella M. Askew seller

100 Rainbow Circle seller
Buhl, Idaho 83316

Tom McCauley buyer

Rebecca Rose McCauley buyer
Route #4, Box 139
Buhl, Idaho 83316

ESCROW INSTRUCTIONS

Date January 14, 1980
Order No. 19866

TitleFact, Inc.

Gentlemen:

The undersigned, buyer and seller deliver to you herewith, the following described document:

2 notes, mortgage, satisfaction of mortgage, partial assignment of mortgage, security agreement, UCC-1 (Financing Statement), fire insurance evidence

on which there is an unpaid balance of \$187,000.00 payable as follows: \$23,000.00 at NO interest is due and payable on or before April 21, 1980. \$164,000.00 is due in monthly installments of \$1,319.58, including 9% interest from April 21, 1980. First monthly installment will be due May 21, 1980.

You are hereby authorized to receive any or all payments or any part thereof due or to become due under the terms of such document and at any time after the above date specified therefore with like effect as if paid on or before said due date. It is understood that you are not required to send notices or make any effort to collect. IN THE EVENT A PAYMENT IS RETURNED TO TITLEFACT, INC. FOR INSUFFICIENT FUNDS, A \$10.00 SERVICE CHARGE WILL BE IMPOSED. All subsequent payments must then be in the form of CASHIERS CHECKS. All moneys received hereunder, less your usual collection charges, are to be disbursed as follows:

\$1,000.00 to Fed. Land Bank for future payments from the \$23,000.00 due April 21, 1980. Pay balance of ***// \$300.00 to Fed. Land Bank for future payments from each monthly installment beginning May 21, 1980. Balance to seller. The following collection charges are to be deducted from funds received:

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** commission in the amount of \$6,360.00, one-half to Chuck Perkins Realty and one-half to Lowell Wills Realty. Balance of payment to seller.

The above charges do not cover the handling of deeds, abstracts or similar documents. It is further understood and agreed that you are not responsible in any way to any of the parties to the above contract for any duty or responsibility other than accounting for funds received on this collection item and the undersigned hereby agrees to indemnify you and hold you harmless for any and all expenses incurred by you in the event you should become involved in any controversy between said parties other than controversy arising from the accounting for the funds.

In the event the contract specifies that monthly payments include insurance and taxes, you are authorized to apply these payments in such a manner as to relieve excessive bookkeeping. In case a mortgage exists on the property sold requiring auxiliary reserves, the undersigned agrees to the procedure of applying the total payment received under the contract to interest and principal disbursing the funds as above mentioned. As the taxes and insurance become due and are paid by the mortgagee, the amount paid is to be added to the unpaid principal balance on the contract. The undersigned also agrees to notify TF, Inc. of the amount of taxes and fire insurance premium as they are paid. Please advise the buyers, whose address is _____, that the above contract has been deposited with you for collection; also that you do not hold the deed and abstract for delivery when the contract is paid.

These instructions shall continue in full force and effect until cancelled in writing by the undersigned.

Buyer may pay no more than 20% of \$164,000.00 in addition to principal amounts paid monthly in any one calendar year without seller's consent.

Buyer agrees to reimburse seller for interest paid to Federal Land Bank which exceeds 9% per annum.

Above items received for collection this January, 19 80.

by: TITLEFACT, INC.

Gillian Jackson

Yours very truly,

Marcella M. Askew
Marcella M. ASKEW seller

100 Rainbow Circle seller
Buhl, Idaho 83316

Tom McCauley buyer

Rebecca Rose McCauley buyer

Route #4, Box 139
Buhl, Idaho 83316 543-8486

ESCROW LEDGER

T. W. STIVERS
President

PAGE 2

TITLEFACT, INC.

A LAND TITLE COMPANY
Phone 733-3821
163 Fourth Avenue North
P. O. Box 486
Twin Falls, Idaho 83401

Date April 22, 1980 Escrow No. 19866

Buyer (Grantee):

m McCauley and Rebecca Rose McCauley
ute #4 Box 139
h1, Id 83316 543-8486

Seller (Grantor):

Marcella M. Askew 543-4780
100 Rainbow Circle
Buhl, Id 83316

Terms and Conditions

3,000.00 at no interest due 4/21/80
64,000.00 at 9% interest from 4/21/80
Monthly payments of \$1,319.58
First payment due 5/21/80 .0075
more than 20% of \$164,000.00 in addition
principal amounts can be paid monthly in
any one calendar year without Sellers
consent.

Address of Seller(or Disposition of Funds)

Monthly payments:
\$300.00 to Federal Land Bank
Box 288
Twin Falls, Id 83301
for future payments - Marcella M. Askew
balance to Seller

Date	Amount Paid	Check #	Interest	Misc Chgs	Balance Due
			~~Balance Forwarded~~		\$159,497.47
1/3/84	1,319.58		1,196.23	6.00	159,374.12
1/23/84	1,319.58	47729-30	1,195.31	6.00	159,249.85
2/17/84	1,319.58	48446-47	1,194.37	6.00	159,124.64
3/27/84	1,319.58	49497-98	1,193.43	6.00	158,998.49
4/17/84	1,319.58	50236-40	1,192.49	6.00	158,871.40
The May 1984 Payment has not been made as yet.					

MICROFILMED

**NOTICE OF
APPLICATION
FOR WATER RIGHT**

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

**MISTLETOE FINANCIAL
CO.**

C/O Bonneville Pacific Corp., 200 E. South Temple Suite 300, Salt Lake City, UT 84111

Source: Ground water
Date Filed: 09/11/1985

Diversion Pt: NWSE
Sec 23 T 09S R 15E

Use: Industrial (0.10 CFS)

In: NWSE Sec 23 T 09S R 15E

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received on or before OCTOBER 14, 1985.

A. KENNETH DUNN

Director
PUBLISH: Thursdays,
September 26, and October 3, 1985.

Affidavit of Publication

STATE OF IDAHO.

COUNTY OF TWIN FALLS

ss.

No 15518

I, Linda Capps McBurn being first duly sworn upon oath, depose and say that I am Print Clerk of the TIMES-NEWS, published daily, at Twin Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for Two consecutive Weeks, commencing with the issue dated September 26, 1985, and ending with the issue dated October 3, 1985.

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

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

Subscribed and sworn to before me on this 15 day of October, 1985.

Quenna Thune
Notary Public in and for the County of Twin Falls,
State of Idaho, residing at Twin Falls, Idaho

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OCT 24 1985

Department of Water Resources
Southwest District Office

MICROFILMED

February 14, 1991

MISTLETOE FINANCIAL CO.
C/O BONNEVILLE PACIFIC CORP.
257 E. 200 S. #800
SALT LAKE CITY, UT 84111

RE: WATER RIGHT NO. 47-08016

Dear Water Right Holder(s):

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

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosure

MICROFILMED

MAR 15 1991

MEMORANDUM

TO: File 47-8016
FROM: Sharla
DATE: January 31, 1991
RE: Volume Calculations

On this date, Brett VanWagoner of Bonneville Pacific Corp. called in response to my letter of 1/18. He stated that the system used at 0.10 cfs for cooling equipment in a sanitation facility is operated 24 hrs a day, 365 days a year. This being the case, the volume to be licensed is as follows:

$0.10 \text{ cfs} \times 365 \text{ days} \times 1.9835 = 72.4 \text{ AF}$

MICROFILMED

MAR 05 1991



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

January 18, 1991

RE: Permit No. 47-8016

Mistletoe Financial Co.
c/o Bonneville Pacific Corp.
257 E. 200 S., Suite 800
Salt Lake City, UT 84111

Gentlemen:

We are in the process of reviewing the above referenced permit for issuance of a license. An annual volume for the industrial use must be determined and information obtained by the examiner is not sufficient for us to make such a determination. I am, therefore, asking for your assistance.

The water is used for cooling purposes. How often is it used? Is it on a daily basis? If so, how many hours in a day would you estimate it is used?

Please provide me with information in response to the above questions by February 5 so that a license can be issued. I thank you in advance for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Sharla Curtis'.

SHARLA CURTIS
Technical Records Specialist

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MAR 05 1991



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

January 26, 1990

RE: Permit No. 47-8016

David D. Joerger
J-U-B Engineers, Inc.
800 Falls Ave.
Twin Falls, ID 83301

Dear Mr. Joerger:

On December 1, 1986 we received a proof of beneficial use field examination for the above referenced permit. Due to a considerable backlog, this exam is only now being reviewed prior to licensing. Most of the information appears to be in good order, but an annual volume for this use must be determined and here the information seems scant.

The Department would be hesitant to license this right for the entire annual flow from the well in question. The water is used for cooling purposes. How often is it used? Is it used on a daily basis? If so, how many hours in a day would you estimate it is used? I am hoping that this information is available to you or one of your agents.

Please return the above requested information within 30 days. If you have any questions, please feel free to contact us.

Sincerely,

TIM LUKE
Sr. Water Resource Agent

TL:sc

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MAR 05 1991



J-U-B ENGINEERS, INC.

800 Falls Avenue • Twin Falls, Idaho 83301 • Telephone (208) 733-2414

Department of Water Resources

December 1, 1986

RECEIVED

DEC 1 1986

Department of Water Resources
Southern Region Office

Mr. Loren Holmes
State of Idaho
Department of Water Resources
1041 Blue Lakes Boulevard North
Twin Falls, Idaho 83301

Re: Beneficial Use Examination for Permit No. 47-8016
Cedar Draw Hydroelectric Project

Dear Loren:

This letter serves to formally notify you that J-U-B ENGINEERS, Inc., has been retained by Bonneville Pacific Corporation to conduct the Proof of Beneficial Use field examination for the above noted project and permit.

The beneficial use field report was prepared under the supervision of Mr. David L. Curtis, P.E., of our Boise office who is a certified water rights field examiner. The field examination was conducted on October 7, 1986.

Sincerely yours,

J-U-B ENGINEERS, Inc.

David D. Joerger

DDJ/sc

cc: Mr. Orlin V. Clements, Bonneville Pacific Corp.

REFILED

MAR 05 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

DEC 3 1986

A. GENERAL INFORMATION

Mistletoe Financial Co.
1. Owner: c/o Bonneville Pacific Corp. Permit No. 47-8016
Phone No. 801-363-1900
Current Address: 200 E. South Temple, Suite 300, Salt Lake City, Utah 84111
2. Accompanied by: - EXAM. DATE: October 7, 1986
Address: - Phone No. -
Relationship to Permit Holder: -
3. Source: Groundwater tributary to -

B. OVERLAP REVIEW

1. Other water rights with same place of use: ⁴⁷37-7830 and ⁴⁷37-7960
- ☒ Copies Attached
2. Other water rights with same point of diversion: None
- ☐ 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

RECEIVED

MAR 05 1991

Scale: 1" = _____

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

System Description (continued)

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

This well is located adjacent to a small hydroelectric plant on Cedar Draw Creek. This hydroelectric project incorporated the use of four turbine units which require the use of clean cooling water for the bearings. This cooling water is furnished by the well. The six-inch diameter well is situated directly north of the powerhouse. A four-inch diameter submersible pump is located within the well and pumps water directly to the turbines as it is required. (See attached photos of powerhouse.) The design flow of the submersible pump is approximately 40 to 50 gpm. A three horsepower motor is used with the pump. It is felt that the full permit

☒ 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
-	Sta-rite	3.0	N/A	Sta-rite	40 to 50 GPM

*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
			NW	SE	23	9S	15E	Twin Falls	As-Built Survey

6. **Place(s) of Use:**

Indicate Method of Determination As-Built Survey

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	
9S	15E	23														X			-

INDEXED

MAR 05 1991

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

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

2. Measurements:

No actual field measurements could be taken since the well piping is directly connected to the turbines. Therefore, the water use was estimated from the manufacturer's data for the installed submersible pump.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

Manufacturer's data was used to estimate flow.

2. Alternate Method for Checking Purposes:

N/A

F. PUMP EFFICIENCY DATA (Optional)

N/A

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

N/A

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:

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MAR 05 1991

H. REMARKS AND OVERLAP REVIEW ANALYSIS

amount of 0.10 CFS be granted for beneficial use.

I. RECOMMENDATIONS

1. Recommended Amounts

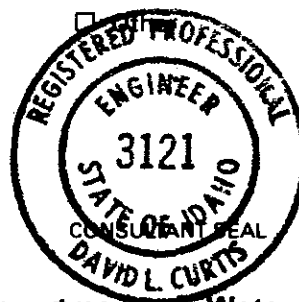
Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Industrial	Jan. 1	Dec. 31	0.10 CFS	
Totals:			0.10 CFS	

2. Recommended Amendments

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

J. AUTHENTICATION

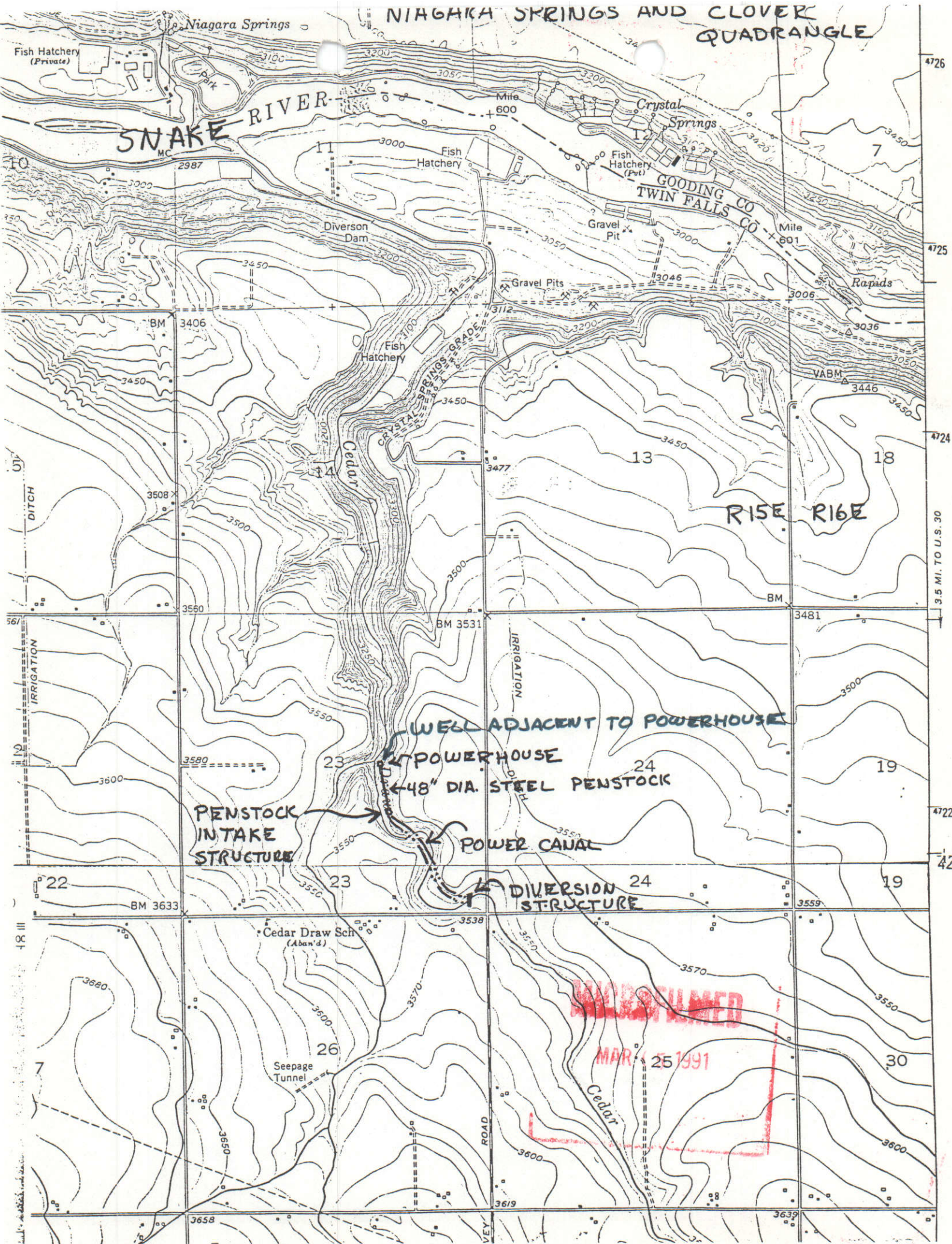
Field Examiner's Name David L. Curtis
Signature David L. Curtis
Certification Date 26 Nov., '86
Field Report Preparation Date 26 Nov., '86



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

RECEIVED

MAR 20 1987



Snake River

GOODING CO
TWIN FALLS CO

RISE RIBE

WELL ADJACENT TO POWERHOUSE

POWERHOUSE

48" DIA. STEEL PENSTOCK

PENSTOCK
INTAKE
STRUCTURE

POWER CANAL

DIVERSION
STRUCTURE

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MAR 25 1991



Powerhouse And Penstock Looking Downstream

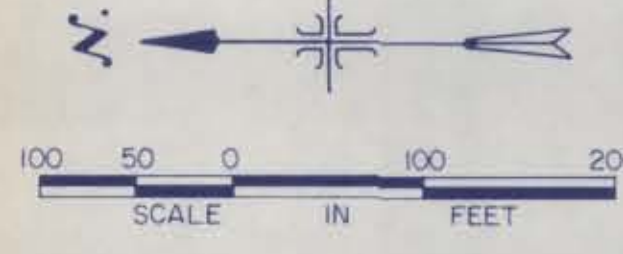
Note Cedar Draw Creek In Left Side Of Photo



Powerhouse And Penstock Looking Upstream

Note Cedar Draw Creek Waterfall In Background

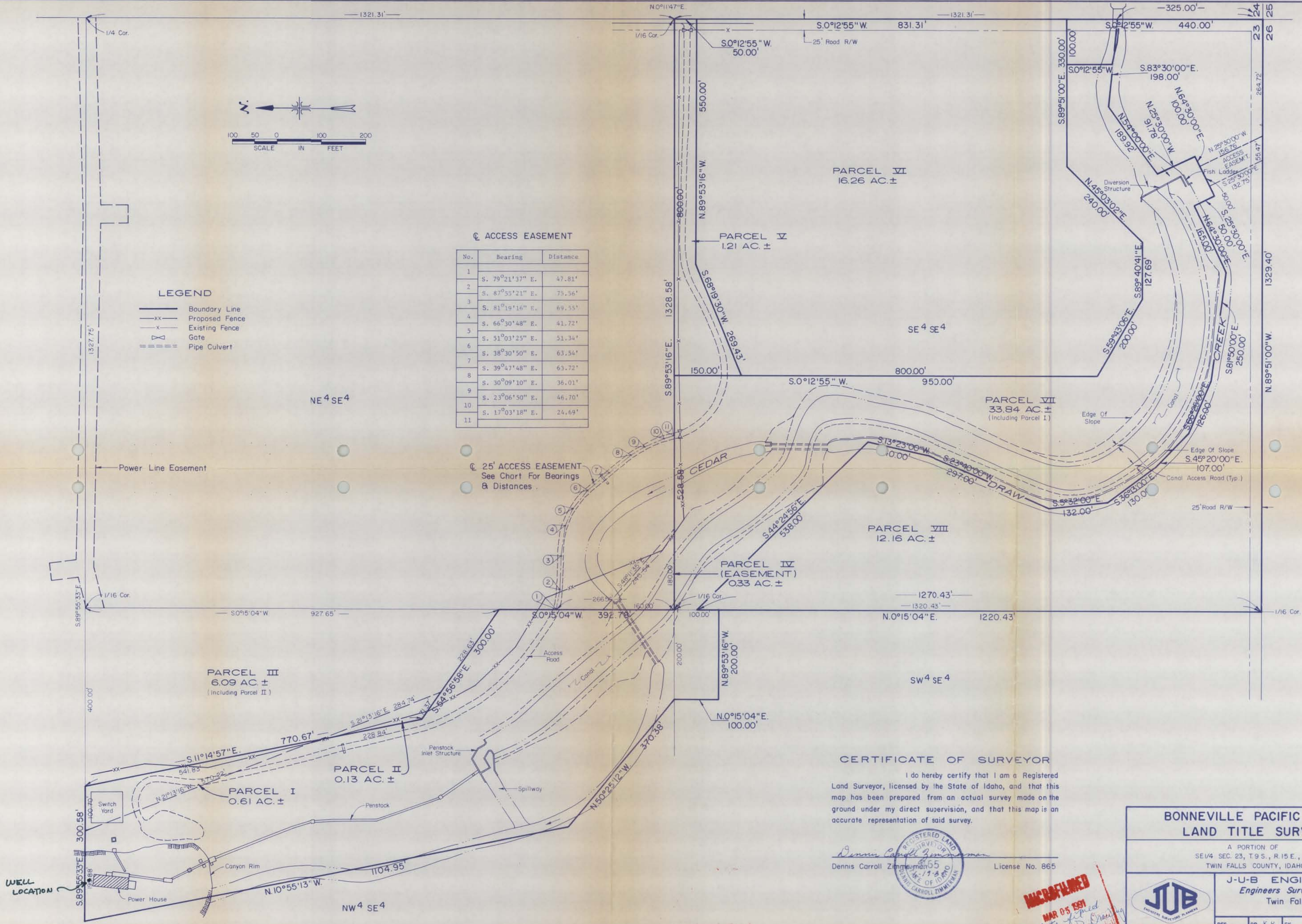
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MAR 05 1991



- LEGEND**
- Boundary Line
 - - - Proposed Fence
 - - - Existing Fence
 - ⌵ Gate
 - ==== Pipe Culvert

ACCESS EASEMENT

No.	Bearing	Distance
1	S. 79°21'37" E.	47.81'
2	S. 87°53'21" E.	75.56'
3	S. 81°19'16" E.	69.55'
4	S. 66°30'48" E.	41.72'
5	S. 51°03'25" E.	51.34'
6	S. 38°30'50" E.	63.54'
7	S. 39°47'48" E.	63.72'
8	S. 30°09'10" E.	36.01'
9	S. 23°06'50" E.	46.70'
10	S. 17°03'18" E.	24.69'
11		



CERTIFICATE OF SURVEYOR

I do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, and that this map is an accurate representation of said survey.

Dennis Carroll Zimmerman
Dennis Carroll Zimmerman
License No. 865



**BONNEVILLE PACIFIC CORP.
LAND TITLE SURVEY**

A PORTION OF
SE 1/4 SEC. 23, T 9 S., R. 15 E., B.M.
TWIN FALLS COUNTY, IDAHO

J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Twin Falls, Idaho

DES. DR. K.K. CK. SHEET 1 OF 1
DATE JUNE, 1984 DWG. NO. T840615

SCALE 1" = 100'

RECEIVED
MAR 05 1991
Note: Lined
and located
for
filing

RECEIVED
DEC 1 1986
Department of Water Resources
Twin Falls Region Office

RECEIVED
DEC 3 1986
no ✓ 99

For Office Use Only
Fee Received _____
Date _____
Receipt # _____
Receipt by N/A
Reviewed by [Signature]
Sent to region [Signature]

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

PROOF OF BENEFICIAL USE

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

Permit No. 47-8016

Name(s) of Permit Holder: Mistletoe Financial Co., c/o Bonneville Pacific Corp.

Post Office Address: 200 E. South Temple, Suite 300

Salt Lake City, Utah 84111 Telephone No. 801-363-1900

Source of Water: Groundwater

Extent of Use:

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

Irrigation _____ (acres) Other/Remark Industrial

Total rate and/or volume for which proof is submitted 0.10 cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: Nov., 1985

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:

Bonneville Pacific Corp. (208) 734-0551
(Name) (Telephone Number)

834 Falls Avenue, Twin Falls, Idaho 83301
(Address)

MICROFILMED

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.

11/24/86
Date

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

- - - - -

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL
SEPTEMBER 30, 1986

MISTLETOE FINANCIAL CO.
C/O BONNEVILLE PACIFIC CORP.
200 E. SOUTH TEMPLE SUITE 300
SALT LAKE CITY, UT 84111

138342

PROOF DUE NOTICE

RE: PERMIT NO. 47-8016

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF THE ABOVE REFERENCED WATER PERMIT WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE DECEMBER 1, 1986. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST.) ENCLOSED IS A FORM WHICH WHEN ACCOMPANIED BY THE LICENSE EXAMINATION FEE OR A COMPLETED FIELD EXAMINATION REPORT PREPARED BY A CERTIFIED WATER RIGHT EXAMINER MAY BE USED TO SUBMIT THE REQUIRED PROOF.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU OR A PREVIOUS OWNER OF THIS PERMIT HAVE NOT RECEIVED A PRIOR EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME IF THE DELAY IS FOR REASONABLE CAUSE AS PROVIDED IN SECTION 42-204, IDAHO CODE. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION WHICH MIGHT BRING TITLE TO THE WATER IN QUESTION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER AN ACCEPTABLE PROOF OF BENEFICIAL USE SUBMITTAL OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

RECEIVED

MAR 05 1991

— S T A T E O F I D A H O —

DEPARTMENT OF WATER RESOURCES

- - - - -

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
NOVEMBER 27, 1985

MISTLETOE FINANCIAL CO.
C/O BONNEVILLE PACIFIC CORP.
200 E. SOUTH TEMPLE SUITE 300
SALT LAKE CITY, UT 84111

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 47-8016

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

WE HAVE ENCLOSED A FORM ENTITLED "INSTRUCTIONS FOR PROOF OF BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT. ALSO ENCLOSED FOR YOUR CONVENIENCE IS THE STATEMENT OF BENEFICIAL USE FORM THAT MUST BE SUBMITTED WHEN YOUR PROJECT IS COMPLETED.

SINCERELY,

DAVID R. TUTHILL, JR., P.E.
SUPERVISOR, WATER ALLOCATION SECTION

DRT: SC
ENCLOSURES

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

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

SEPTEMBER 17, 1985

Times News
P. O. Box 548
Twin Falls, Idaho 83301

Gentlemen:

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

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

Please send the affidavit of publication and publication billing to this office before OCTOBER 14, 1985.

Yours truly,

Mary A. Newby
Secretary

Encl.

MICROFILMED

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

47-8016-

MISTLETOE FINANCIAL CO.

C/O BONNEVILLE PACIFIC CORP., 200 E. SOUTH TEMPLE SUITE 300,
SALT LAKE CITY, UT 84111

Source: GROUNDWATER

Date Filed: 09/11/1985

Diversion Pt: NWSE Sec 23 T 09S R 15E

Use: INDUSTRIAL (0.10 CFS)

In: NWSE Sec 23 T 09S R 15E

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 and received on or before OCTOBER 14, 1985.

A. KENNETH DUNN

Director

Published 9/26 & 10/3/85.

MICROFILMED

**NOTICE OF
APPLICATION
FOR WATER RIGHT**

Notice is hereby given
that the following ap-
plication(s) have been
submitted for permit to
appropriate the public
waters of the State of
Idaho:

47-0016

MISTLETOE FINANCIAL
CO.

C/O Bonneville Pacific
Corp., 200 E. South
Temple Suite 300, Salt
Lake City, UT 84111

Source: Ground water

Date Filed: 09/11/1985

Diversion Pt: NWSE
Sec 23 T 09S R 15E

Use: Industrial (0.10
CFS)

In: NWSE Sec 23 T 09S
R 15E

If issued, the permit(s)
will be subject to all
prior water rights. Pro-
tests against the gran-
ting of any permit must
be filed with the Director
of the Idaho Department
of Water Resources,
1041 Blue Lakes Blvd.
North, Twin Falls, Idaho
83301 and received on or
before OCTOBER 14,
1985.

A. KENNETH DUNN

Director

PUBLISH: **Thursdays,**
September 26, and Oc-
tober 3, 1985.

8016

called 9/19/85