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

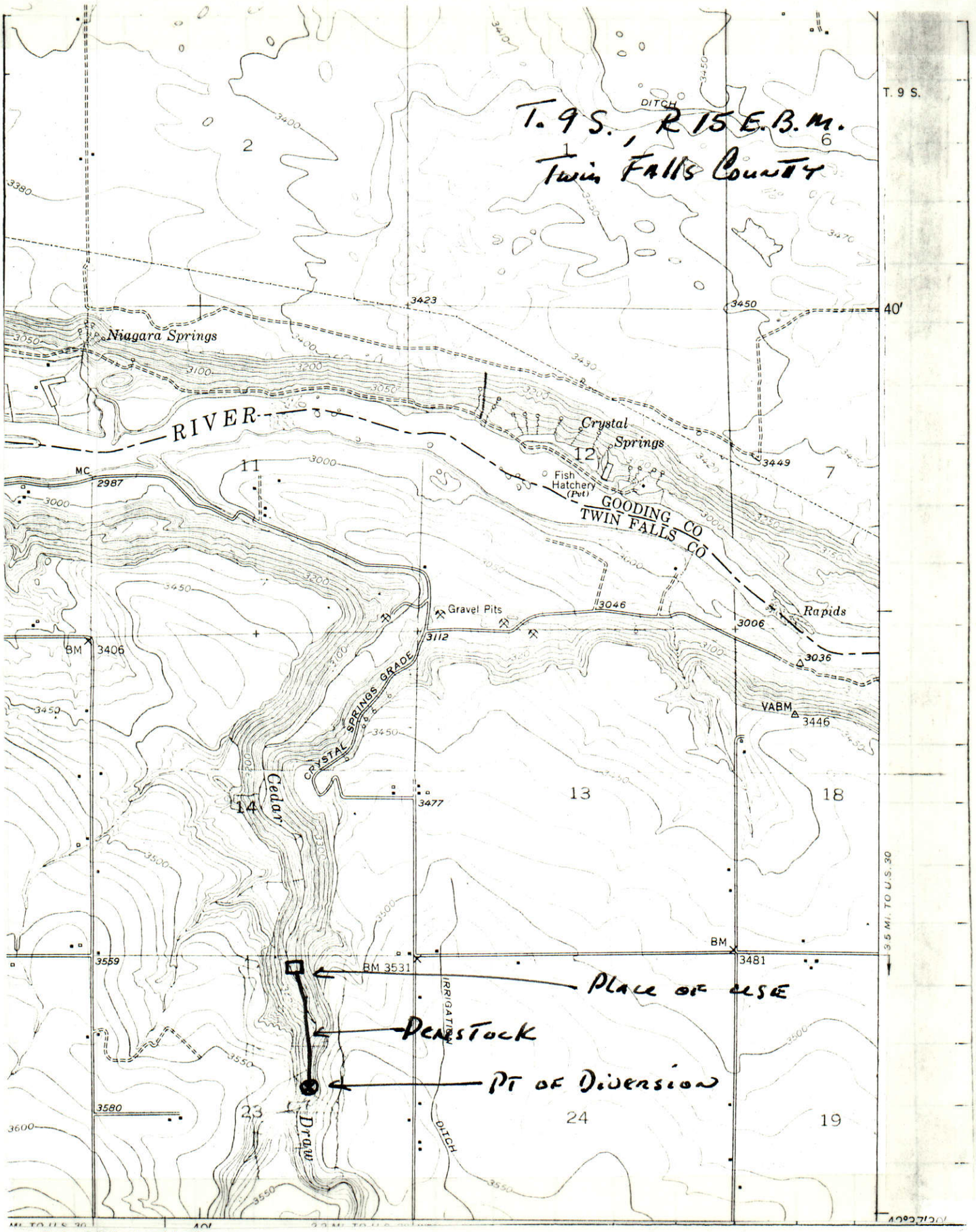


BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Crystal Springs Hydroelectric Co.
[signature]
(Applicant)

APPROVED

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



Scale: 2 inches equal 1 mile.

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

CEDAR DRAW FALLS GENERATING COMPANY

L.R. Bylund (Applicant)
President

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

No 15637

I, Linda Capps McGuire 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 November 7, 1985, and ending with the issue dated November 14, 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.

Linda Capps McGuire

Subscribed and sworn to before me on this 15 day of November, 19 85.

Diana Bruse

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

RECEIVED
NOV 22 1985
Department of Water Resources
Southern Region

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7991
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Pt: SWNE Sec 23 T 09S R 15E
Use: POWER (40.00 CFS)
In: SWNE Sec 14 T 09S R 15E

47-7767
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15E SWNE Sec 14 T 09S R 15E (REDIVERSION, TWIN FALLS, Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S R 15E
Diversion Means: Penstock into Single Generating Unit

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: (110.00 CFS)
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: Penstock Into Single Generating Unit

Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

PUBLISH: Thursdays, November 7, and 14, 1984.

RECEIVED
NOV 25 1985
Department of Water Resources
Southern Region

WITHDRAWN

TRIBUNE PUBLISHING COMPANY, INC.
The Lewiston Morning Tribune
505 C St., P.O. Box 957
Lewiston, Idaho 83501
(208) 743-9411

Date 111485 INVOICE No. L00061157

Account No. 42662

Description 61157NOTIC

Times 2 Lines 66

Tab Lines

LEGAL ADVERTISING
INVOICE

LD TO:

STATE OF IDAHO
DEPT. OF WATER RESOURCES1
041 BLUE LAKES BLVD. NO.
TWIN FALLS
ID 83301

$ 57.75

NOTICE:This is an invoice of Purchase made by you. Statement will be rendered the first of the month.
Please Retain This Invoice as Your Statement Will Refer To Invoice by No. Only.

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7991
CRYSTAL SPRINGS HYDRO-ELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Point: SWNE Sec 23 T 09S R 15E
Use: POWER (40.00 CFS)
In: SWNE Sec 14 T 09S R 15E

47-7767
CRYSTAL SPRINGS HYDROE-LECTROC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15 E SWNE
Sec 14 T 09S R 15E (REDIVER-SION), TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

47-7768
CRYSTAL SPRINGS HYDRO-ELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

A. KENNETH DUNN

RECEIVED
NOV 20 1985
Department of Water Resources
Southern District Office

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, ss.
County of Nez Perce

S. L. Stone, being duly sworn, deposes and says, I am the Legal Clerk of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, publishers of the LEWISTON MORNING TRIBUNE, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Morning Tribune is an established paper and has been published regularly and issued regularly at least once a day for more than 21 consecutive years next immediately preceding the first publication of this notice, and has been so published uninterrupted for said period; that the

NOTICE OF APPLICATION FOR WATER RIGHT

attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, 2 time(s). Publication being on 110785, or once a week for two consecutive weeks, the first publication thereof being on the 110785, and the last publication thereof being on the 111485, and said NOTICE OF APPLICATION FOR WATER RIGHT was so published in the regular and entire issue of said newspaper and not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

S. L. Stone

SUBSCRIBED AND SWORN BEFORE ME THIS THE 18 day of November 1985

Notary Public in and for the State of Idaho, residing at Lewiston, therein.

Weekly Insertion

Company Name ID[illegible]ept. of Water Resources
Account Number [illegible]0632 (Southern Reg.)
Cost: $ 54.09

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

Laura Gay Barnes, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in The Idaho Statesman in conformity with Section 60-108, Idaho Code as amended, for Two (2) consecutive weekly insertions, beginning with the issue of

November 7, 1985, and ending

with the issue of November 14, 1985.

Laura Gay Barnes

Subscribed and sworn to before me this 14th

day of November, 1985.

Jeanne M Hawk

Notary Public for Idaho, Residing at Boise, Idaho.

NOTICE OF APPLICATION FOR WATER RIGHT

The following applications are being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code, the opportunity to protest:

47-7768
Crystal Springs Hydroelectric Co.
P.O. Box 1892, Twin Falls, ID 83301
Source: Cedar Draw tributary to Snake River
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec. 23 T 09S R 15E, Twin Falls Co.
Use: Power (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec. 23 T 09S R 15E
Diversion Means: Penstock into single generating unit

47-7767
Crystal Springs Hydroelectric Co.
P.O. Box 1892, Twin Falls, ID 83301
Source: Cedar Draw tributary to Snake River
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec. 14 T 09S R 15E SWNE, Sec. 14 T 09S R 15E (Rediversion), Twin Falls Co.
Use: Power (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec. 14 T 09S R 15E
Diversion Means: Penstock into single generating unit

47-7991
Crystal Springs Hydroelectric Co.
P.O. Box 1892, Twin Falls, ID 83301
Source: Cedar Draw trib. to Snake River
Date Filed: 12/27/1984
Diversion Pt: SWNE Sec. 23 T 09S R 15E
Use: Power (40.00 CFS)
In: SWNE Sec. 14 T 09S R 15E

Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

KEN DUNN
Director

Pub. Oct. 7, 14, 1985 9519

RECEIVED
NOV 18 1985
Department of Water Resources
Southern District Office

Proof of Publication

The Post-Register

State of Idaho,
County of Bonneville } ss.

I, J. Robb Brady, first being duly sworn, depose and say: That I am the Principal Clerk of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post-Register, a newspaper of general circulation, published daily, except Saturday, at Idaho Falls, Idaho; said Post-Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the 1st day of November, 1931, and each of said newspapers having been published continuously and uninterruptedly, prior to consolidation, for more than seventy-eighty (78) weeks and said Post-Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post-Register for two consecutive weeks, first publication having been made on the 7th day of November, 19 85, last publication having been made on the 14th day of November, 19 85, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

J. Robb Brady

Subscribed and sworn to before me, this 15th day of November, 1985.

Jean K. Napier
Notary Public

My commission expires September 30, 1988

B10, 1M,

NOTICE OF APPLICATION
FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7991
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Pt: SWNE Sec 23 T 09S R 15E
Use: POWER (40.00 CFS)
In: SWNE Sec 14 T 09S R 15E

47-7767
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892 TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15E SWNE Sec 14 T 09S R 15E (REDIVERSION), TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892 TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

A KENNETH DUNN
Director

Published: November 7, 14, 1985

RECEIVED
NOV 18 1985
Department of Water Resources
Southern District Office

FILED

NOTICE OF AMENDED APPLICATION FOR PERMIT

NO. 47-7768

Notice is hereby given that Application for Permit No. 47-7768 in the name of Crystal Springs Hydroelectric Co., of Twin Falls, Idaho has been amended to read as follows:

Priority Date: November 10, 1981

Source: Cedar Draw tributary of Snake River

Amount: 110 cfs

Diversion Point: SW¼NE¼, Sec. 23, T9S, R15E, B.M., Twin Falls County

Use: Power from January 1 to December 31

Place of Use: SW¼NE¼, Sec. 14, T9S, R15E, B.M.

Any protest against the granting of this amended application must be filed with the Director of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301 and received on or before January 28, 1985.

A. KENNETH DUNN
Director

PUBLISH: **Thursdays,** January 10, and 17, 1985.

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

№ 14679

I, Linda Capps McGuire being first duly sworn upon oath, depose and say that I am Prod. 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 January 10, 1985, and ending with the issue dated January 17, 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.

Linda Capps McGuire

Subscribed and sworn to before me on this 17 day of January, 1985.

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

Department of Water Resources
FEB 1 1985
RECEIVED

LEGAL NOTICE

NOTICE OF APPLICATION FOR WATER RIGHT

47-7767

BYLUND, LE ROY
MILLARD, DAVE
P.O. BOX 109, BUHL, ID 83316
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15E SWNE Sec 14 09S R 15E (RE-DIVERSION), TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

47-7768

CEDAR DRAW FALLS GENERATING CO.
C/O ROY BYLUND, P.O. BOX 109, BUHL, ID 83316
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

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 DECEMBER 14, 1981.

A. KENNETH DUNN
Director

PUBLISH: Thursday, November 26, and December 3, 1981.

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

№ 10917

I, N Enderlee 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 2 consecutive weeks, commencing with the issue dated November 26, 1981, and ending with the issue dated December 3, 1981.

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.

N Enderlee

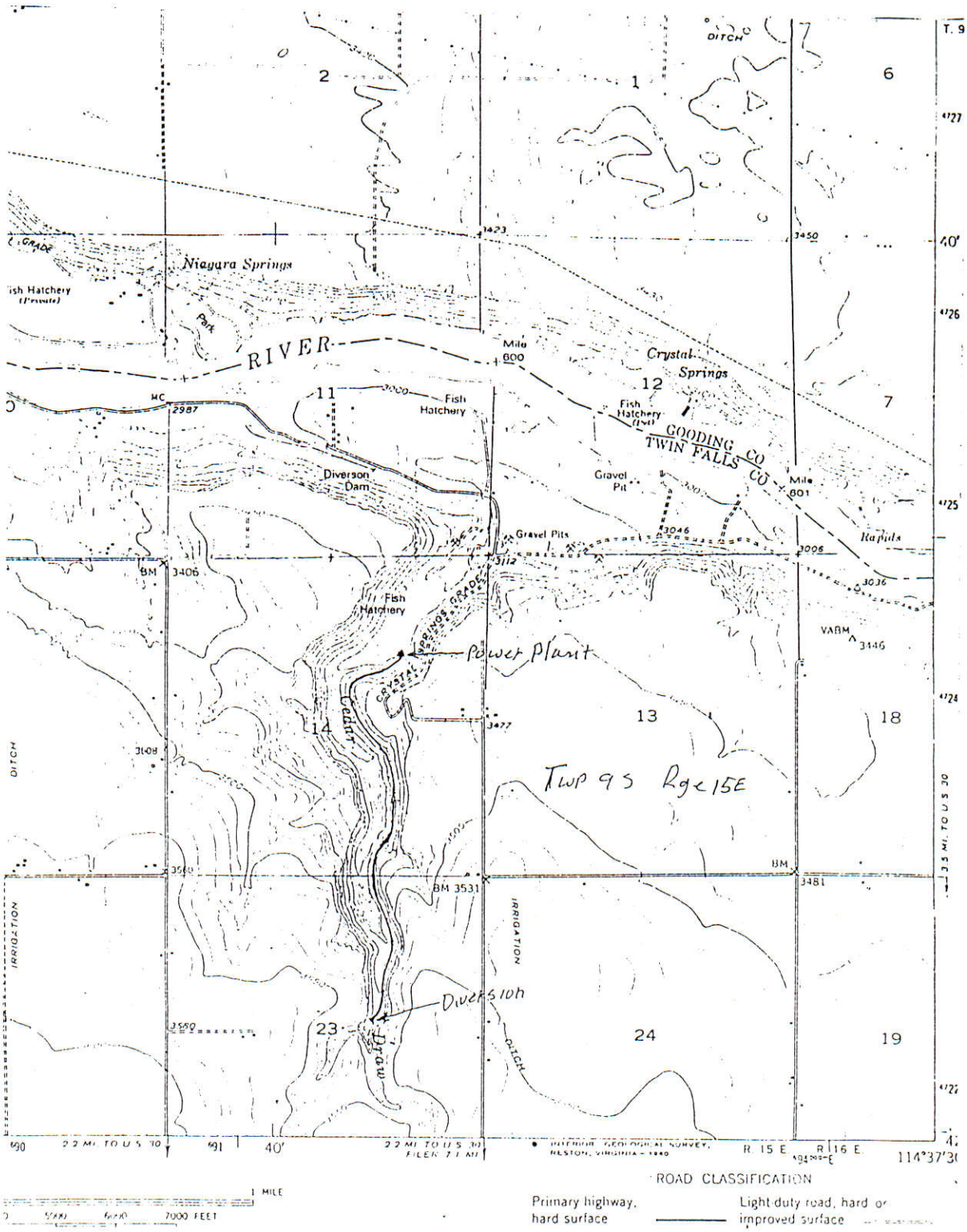
Subscribed and sworn to before me on this [illegible] day of December, 1981.

Goldie L. Farnsworth

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

RECEIVED
JAN 18 1982
Department of Water Resources
Southern District Office

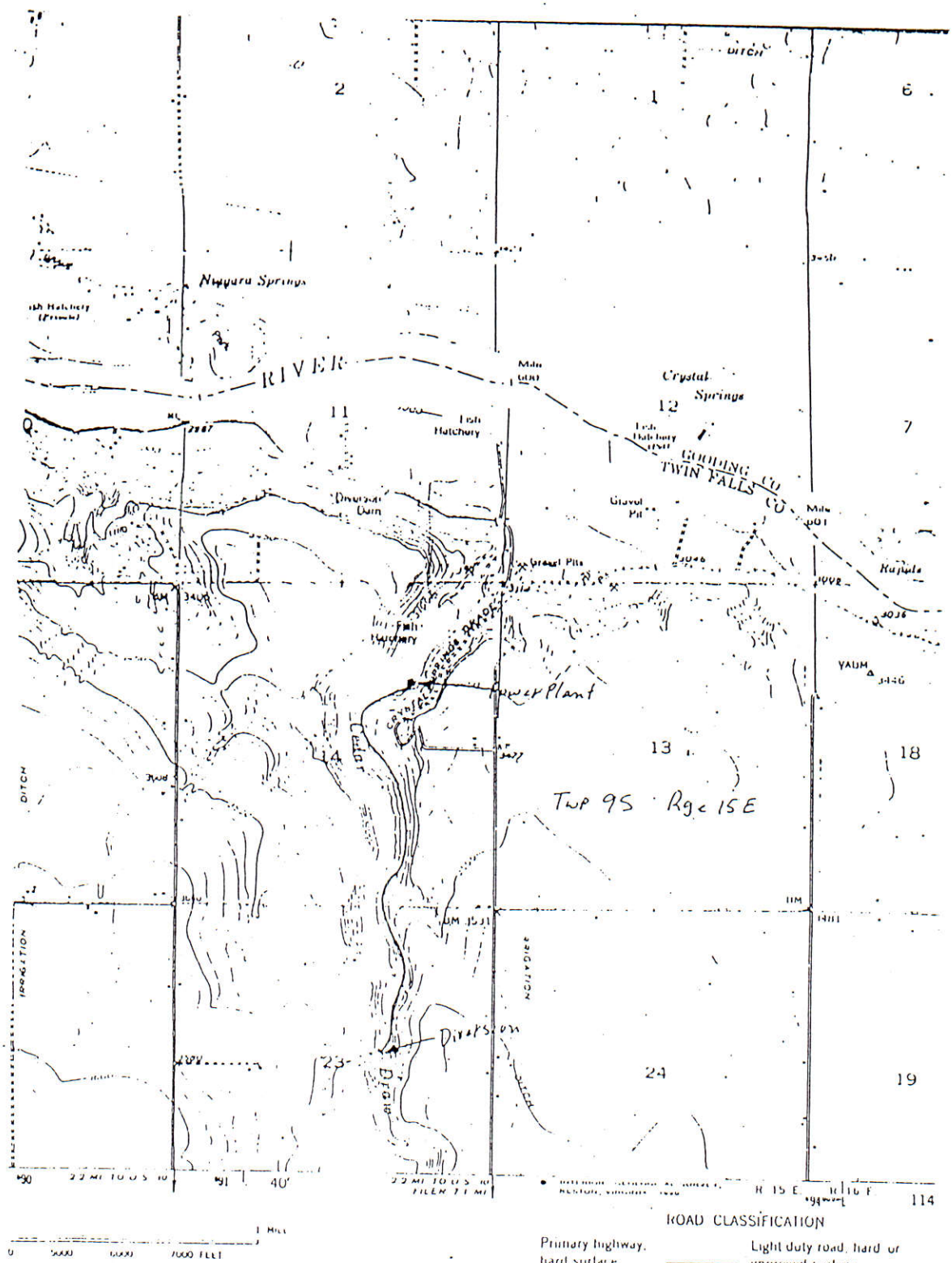
11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



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.

Crystal Springs Hydroelectric Co.
Shirley Rohrer President
(Applicant)

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.

(Applicant)
Crystal Springs Hydroelectric Co.

Form 202
3/78

Ident. No. 42-8005

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 Crystal Spring's Hydroelectric Co. Phone (501) 363-1900
c/o Bonneville Pacific Corporation
Post office address 200 E. South Temple, Suite 300, Salt Lake City, UT 84111

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9 S
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 Power 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. 50 cfs cubic feet per second and/or b. ____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion and penstock

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 ____ (Month/Day) to ____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: NW ¼ of NE ¼ of Section 14 Township 9 S
Range 15E B.M.
(2) Amount of power to be generated: ~~See Romack (1)~~ *can produce 973 kilowatts at 80% efficiency horsepower under ____ feet of head. kw 10/28/86
(3) List number of each kind of livestock to be watered ____
(4) Name of municipality to be served ____, or number of families to be supplied with domestic water ____
(5) If water is to be used for other purposes describe: ____

MICROFILMED

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

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

Total number of acres to be irrigated

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

47-7768, ~~47-7767, 47-7672~~ *and 47-7991

9. a. Who owns the property at the point of diversion Dereck Cantrell, et al.

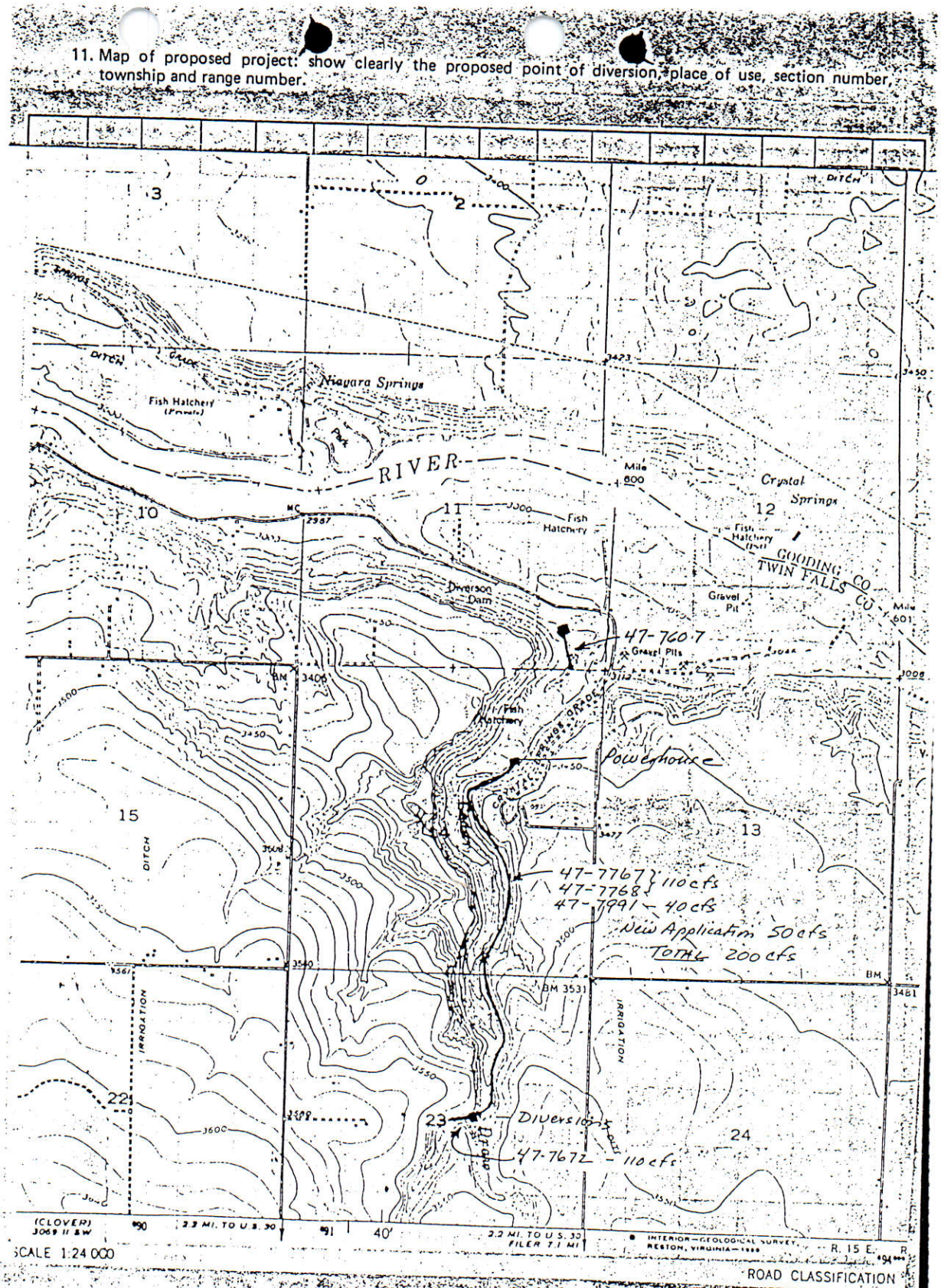
b. Who owns the land to be irrigated or place of use Asher B. Wilson/David R. Millard

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 diversion and land at place of use are under lease to applicant.

10. Remarks This application is being combined with 47-7767, 47-7768, 47-7672 and 47-7991 to generate 4539 theoretical horsepower under 287 feet of head with 200 cfs of water in a single power plant.

*Note: Applications 47-7672 & 47-7767 were relinquished 10/1986 - kw 10/28/86

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.

Crystal Spring's Hydroelectric Company

By Orlo Ulmer Jr.

of and for (Applicant)
Bonneville Pacific Corporation
Its General Partner

MICROFILMED

Proposed Priority 6/14/85

Received by lh Date 6/14/85 Time 9:45 a

Preliminary check by TB Fee $ 175.00

Receipted by mesqa Date 6/14/85 # 56607

Publication prepared by mesqa Date 6/27/85

Published in Times-News (Times News, Idaho Statesman, Lewiston Tribune, Post Register)

Publication dates 7/4 & 7/11/85 / 1/2 & 1/9/86

Publication approved mary 2. Date 7/25/85 ; 12/20/85

Protests filed by: None

Copies of protests forwarded by

Hearing held by Date

Recommended for (approval) denial by ADM

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. 47-8005, 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 November 1, 1991

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

d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Lyle D. Dayton
Chief, Operations Bureau

CANCELLED

FEDERAL EXPRESS

QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL NUMBER 617628667 5

617628667 5

Date 070788

From (Your Name) Please Print — Your Phone Number (Very Important) (801) 532-1500

1 JAMES M. DESTER

Company RAY QUINNEY & NEBEKER

Department/Floor No.

Street Address 400 DESERET BLDG/79 SO MAIN

City SALT LAKE CITY State UT ZIP Required For Correct Invoicing 8 4 1 1 1

2 To (Recipient's Name) Please Print — Recipient's Phone Number (Very Important) ( )

Gary Spackman

Company ID. DEPT. OF WATER RESOURCES

Department/Floor No.

Exact Street Address (Use of P.O. Boxes or P.O. Zip Codes Will Delay Delivery And Result in Extra Charge.)

1301 No. Orchard Street

City Boise State Idaho ZIP Street Address Zip Required 83720

3 YOUR BILLING REFERENCE INFORMATION (FIRST 24 CHARACTERS WILL APPEAR ON INVOICE.)

R220-414

PAYMENT ☐ Bill Sender ☐ Bill Recipient's FedEx Acct. No. ☐ Bill 3rd Party FedEx Acct. No. ☐ Bill Credit Card ☐ Cash

H HOLD FOR PICK-UP AT THIS FEDERAL EXPRESS LOCATION: Street Address (See Service Guide or Call 800-238-5355)

City State ZIP Zip Code of Street Address Required

Federal Express Use

Base Charges

Declared Value Charge

Origin Agent Charge

Other

Total Charges

4 SERVICES CHECK ONLY ONE BOX

1 ☐ PRIORITY 1 Overnight Delivery Using Your Packaging

6 ☐ OVERNIGHT LETTER* (Our Packaging) 9½"x12½"

OVERNIGHT DELIVERY USING OUR PACKAGING

2 ☐ Courier-Pak Overnight Envelope* 12"x 15½"

3 ☐ Overnight Box 12½"x 17½"x 3"* A ☐

4 ☐ Overnight Tube 38"x 6"x 6"x 6" B ☐

*Declared Value Limit $100.

5 ☐ STANDARD AIR Delivery not later than second business day

SERVICE COMMITMENT

PRIORITY 1 - Delivery is scheduled early next business morning in most locations. It may take two or more business days if the destination is outside our primary service areas.

STANDARD AIR - Delivery is generally next business day or not later than second business day. It may take three or more business days if the destination is outside our primary service areas.

DELIVERY AND SPECIAL HANDLING CHECK SERVICES REQUIRED

1 ☐ HOLD FOR PICK-UP (Fill in Section H at right)

2 ☑ DELIVER WEEKDAY

3 ☐ DELIVER SATURDAY (Extra charge)

4 ☐ DANGEROUS GOODS (P-1 and Standard Air Packages only. Extra charge)

5 ☐ CONSTANT SURVEILLANCE SERVICE (CSS) (Extra charge) (Do Not Complete Section 5)

6 ☐ DRY ICE _____ Lbs.

7 ☐ OTHER SPECIAL SERVICE _____

8 ☐

9 ☐ SATURDAY PICK-UP (Extra charge)

10 ☐

PACKAGES	WEIGHT	YOUR DECLARED VALUE	OVER SIZE
1	LBS		
	LBS		
	LBS		
	LBS		
Total 1	Total	Total	

Received At 1 ☐ Regular Stop 2 ☐ On-Call Stop 3 ☐ Drop Box 4 ☐ B.S.C. 5 ☐ Station

Federal Express Corp. Employee No. 3001

Date/Time For Federal Express Use 7/1 9:00

Emp. No. Date

☐ Cash Received

☐ Return Shipment ☐ Third Party ☐ Chg. To Del. ☐ Chg. To Hold

Street Address RHODOFILMED

City State Zip

Received By: X MAR 28 1995

Date/Time Received FedEx Employee Number

5 Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom.

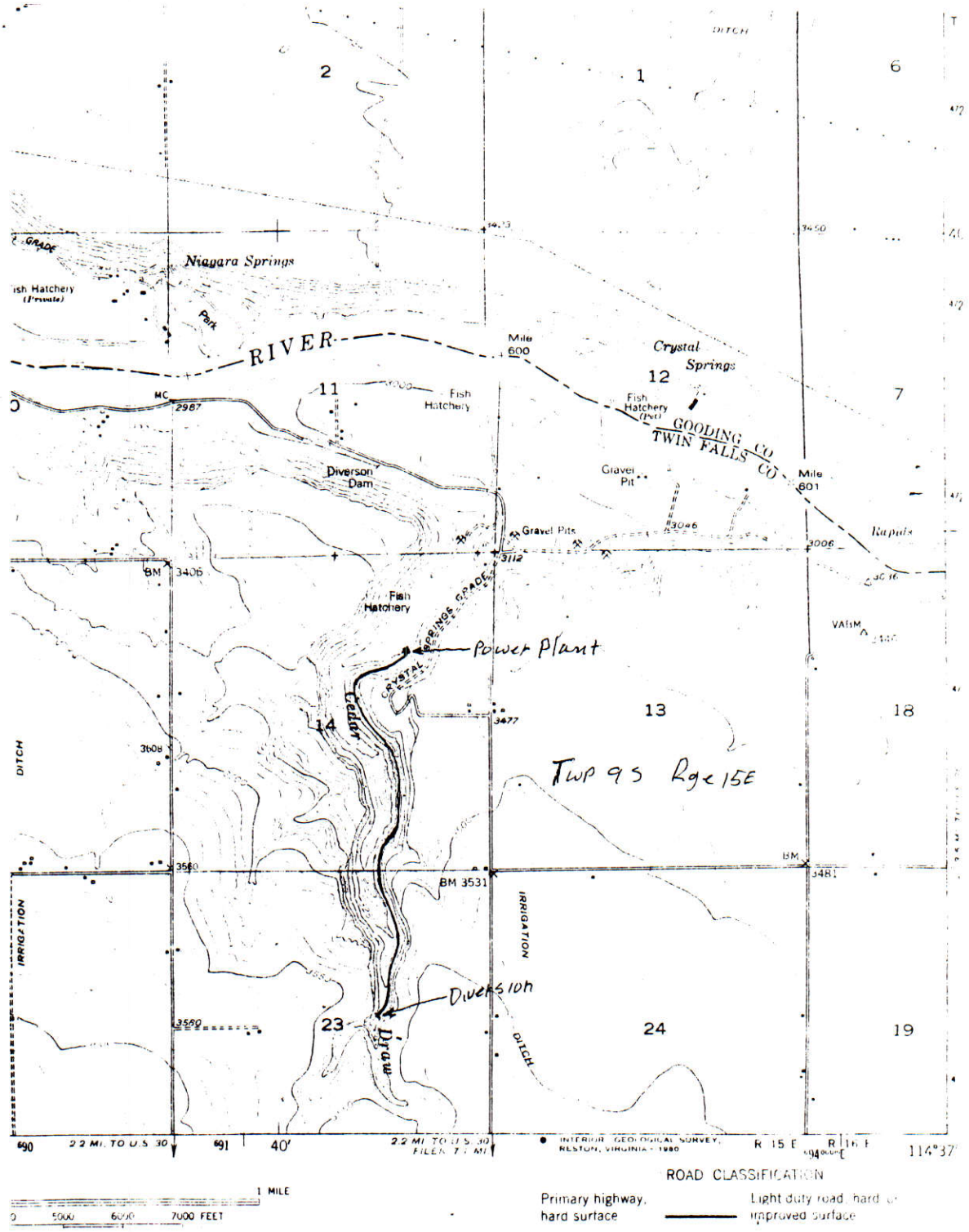
Release Signature:

PART #106001 REV 5/87 PRINTED U.S.A. SRCE

007

RECIPIENT'S COPY

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



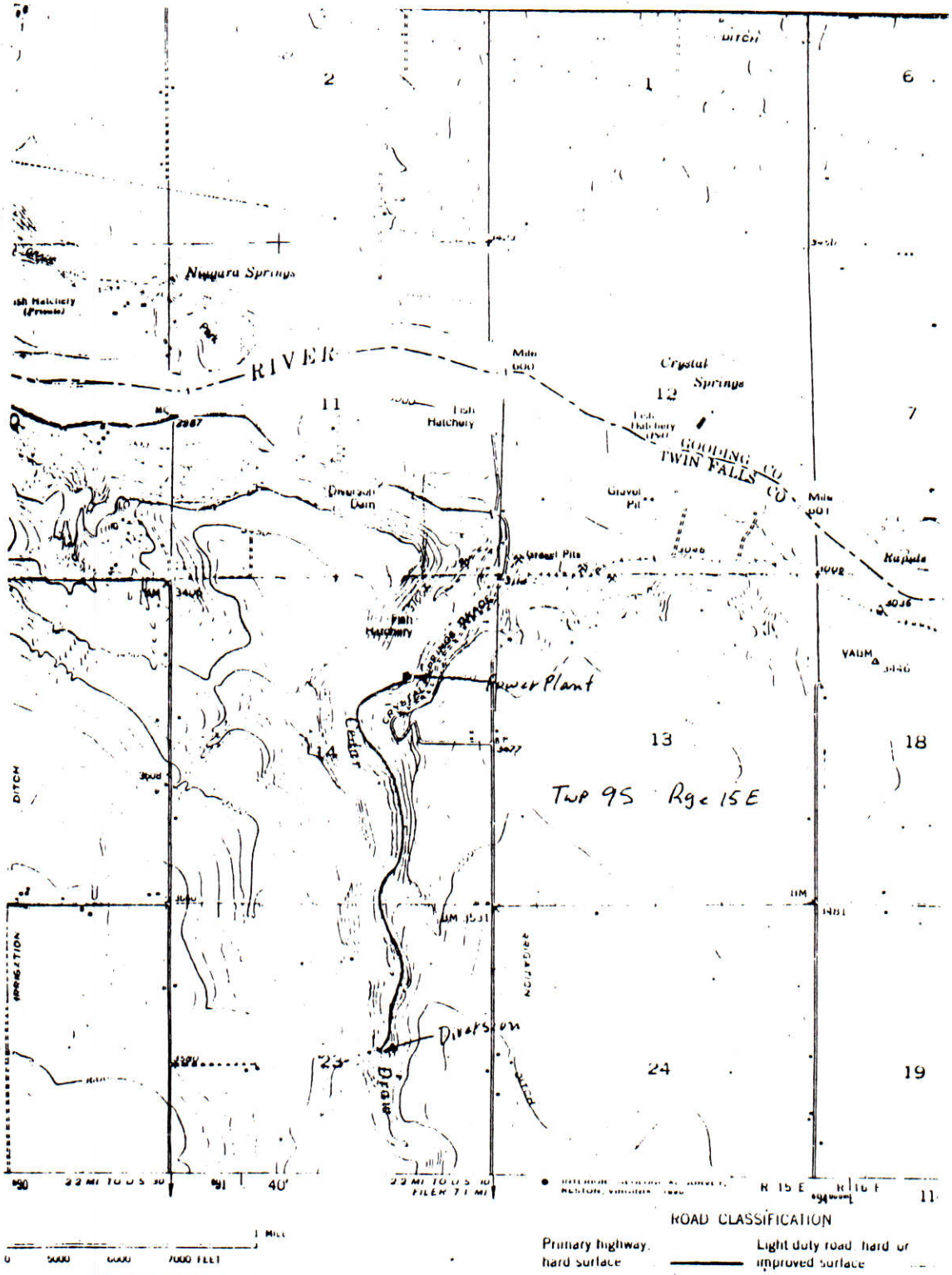
BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Crystal Springs Hydroelectric Co.

(Applicant)

RECEIVED
MAR 28 1995

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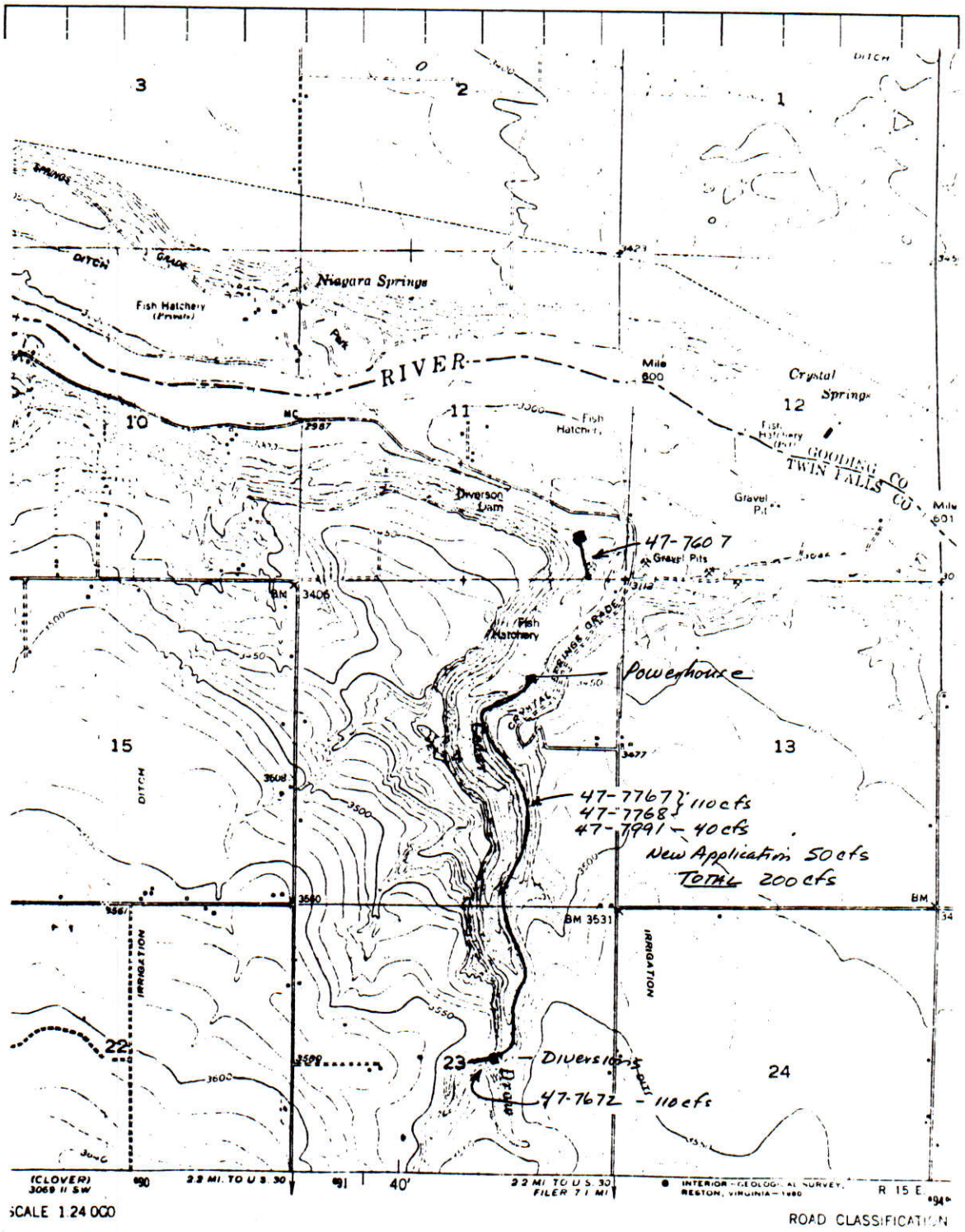


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(Applicant)
Crystal Springs Hydroelectric Co.

RECEIVED
MAR 28 1995

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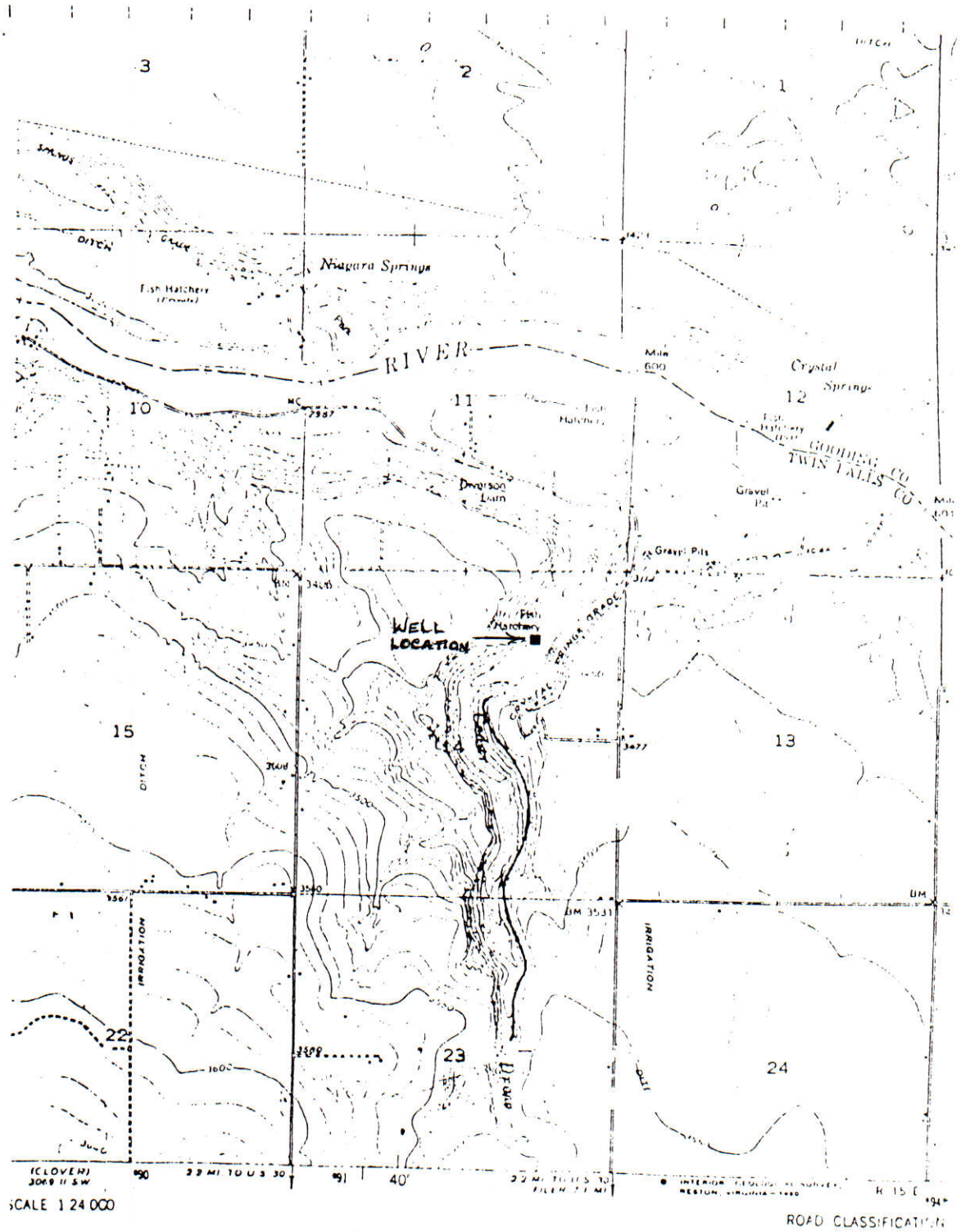
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Crystal Spring's Hydroelectric Company

By _____
of and for (Applicant)
Bonneville Pacific Corporation
Its General Partner

MAR 28 1995

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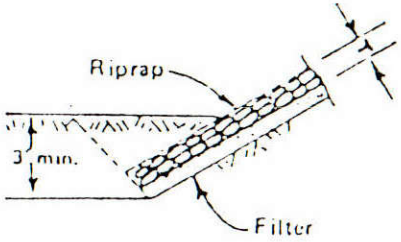
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RECEIVED
MAR 2 8 1995

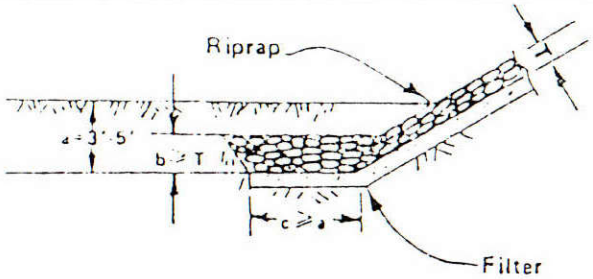
Crystal Springs Hydroelectric Co.

(Applicant)

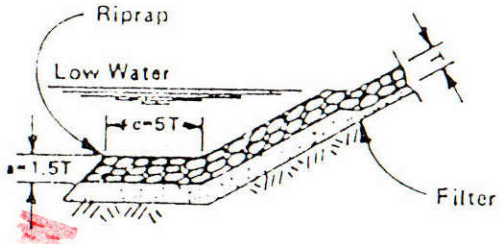
of and for
Bonneville Pacific Corp.
its General Partner



METHOD 1: This is most suited to areas where the toe is dry during construction.

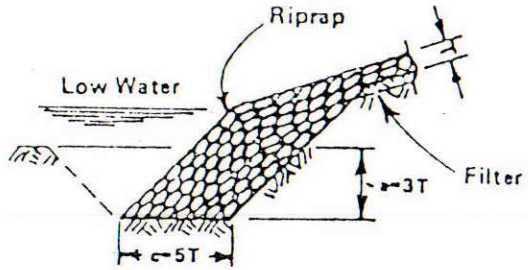


METHOD 2: Used when streambed is very wet or groundwater present makes using Method 1 impractical.

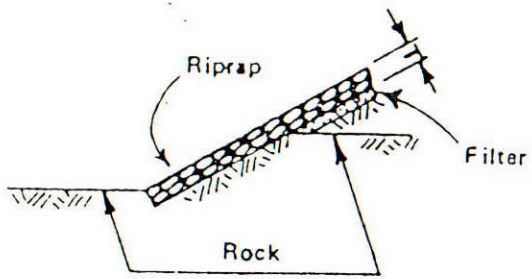


METHOD 3: Often used when toe is underwater during construction. Both Methods 2 and 3 utilize the idea that undermining will cause rock at toe blanket to settle into eroded area providing protection during scouring.

FIGURE 2. Acceptable toe protection

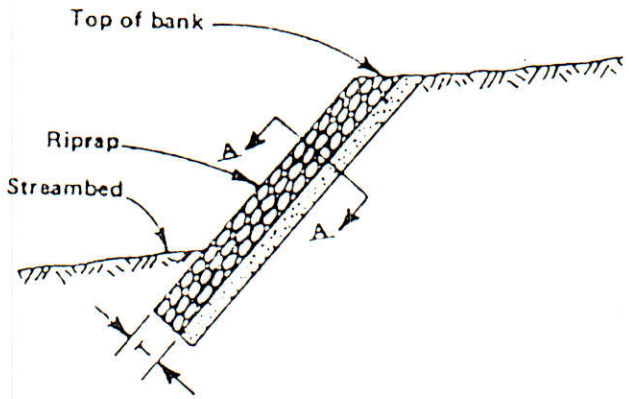


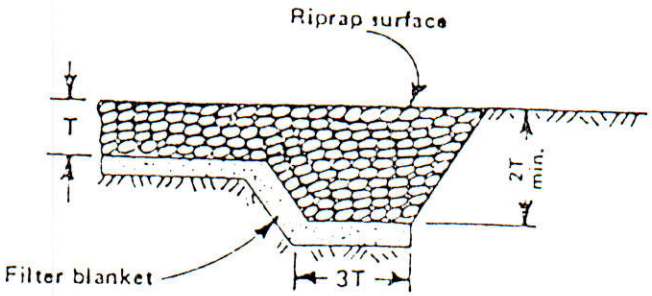
METHOD 4: Used underwater in areas with extremely bad streambed erosion conditions which make Method 3 unfeasible. This method may also be preferred where Method 3 would destroy fish spawning beds.



METHOD 5: When the streambed is non-erodible, no special provisions for toe protection are needed other than insuring that the riprap is well keyed to the rock.

FIGURE 2. Acceptable toe protection *continued*



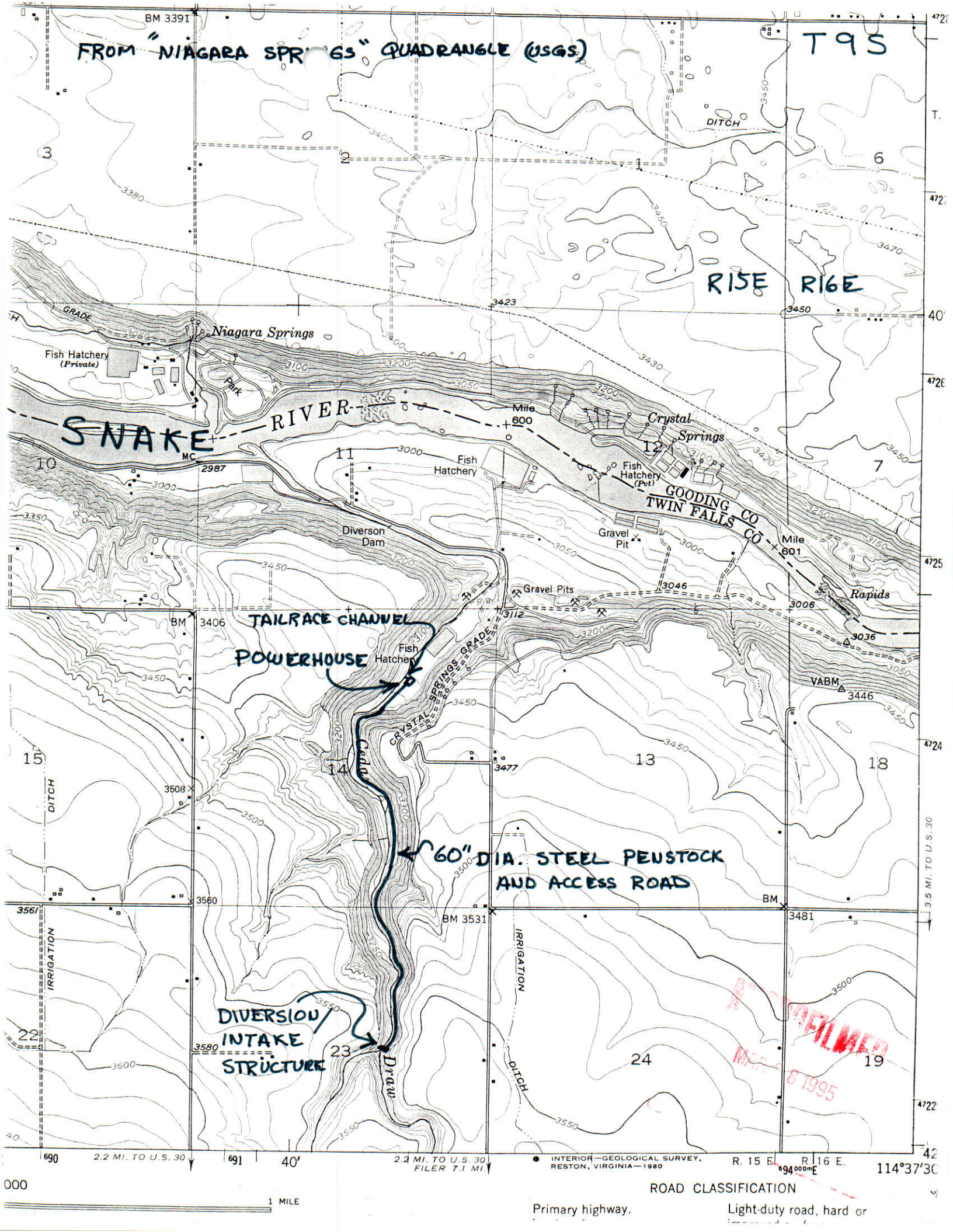


Section A-A

View shown above is cross section at end of riprap looking down along the sideslope toward streambed.

FIGURE 3. Protection against undermining

MAR 2 8 1995


FROM "NIAGARA SPRINGS" QUADRANGLE (USGS)
T 9 S
R 15 E
R 16 E
BM 3391
DITCH
Niagara Springs
Fish Hatchery (Private)
Park
GRADE
SNAKE RIVER
Mile 600
Crystal Springs
Fish Hatchery (Put)
GOODING CO
TWIN FALLS CO
Mile 601
Rapids
Fish Hatchery
Diverson Dam
Gravel Pit
Gravel Pits
BM 3406
TAILRACE CHANNEL
POWERHOUSE
Fish Hatchery
CRYSTAL SPRINGS GRADE
VABM 3446
Cedar Draw
60" DIA. STEEL PENSTOCK AND ACCESS ROAD
BM 3531
BM 3481
IRRIGATION
DITCH
DIVERSION INTAKE STRUCTURE
3.5 MI. TO U.S. 30
2.2 MI. TO U.S. 30
2.2 MI. TO U.S. 30
FILER 7.1 MI.
INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1980
1 MILE
ROAD CLASSIFICATION
Primary highway,
Light-duty road, hard or
RECEIVED
MAR 28 1995



Diversion/Intake Structure on Cedar Draw Creek

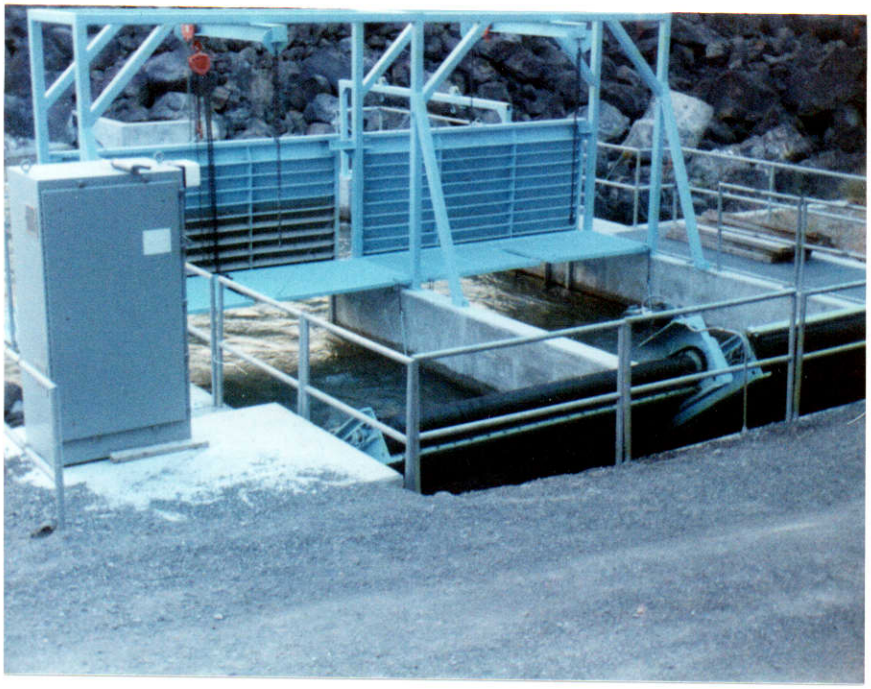
(Looking Downstream)



Diversion/Intake Structure on Cedar Draw Creek

(Looking Upstream)

MAR 28 1995



Diversion/Intake Structure on Cedar Draw Creek



Cedar Draw Creek, Powerhouse, Penstock, and Transmission Line

MAR 28 1995



Powerhouse

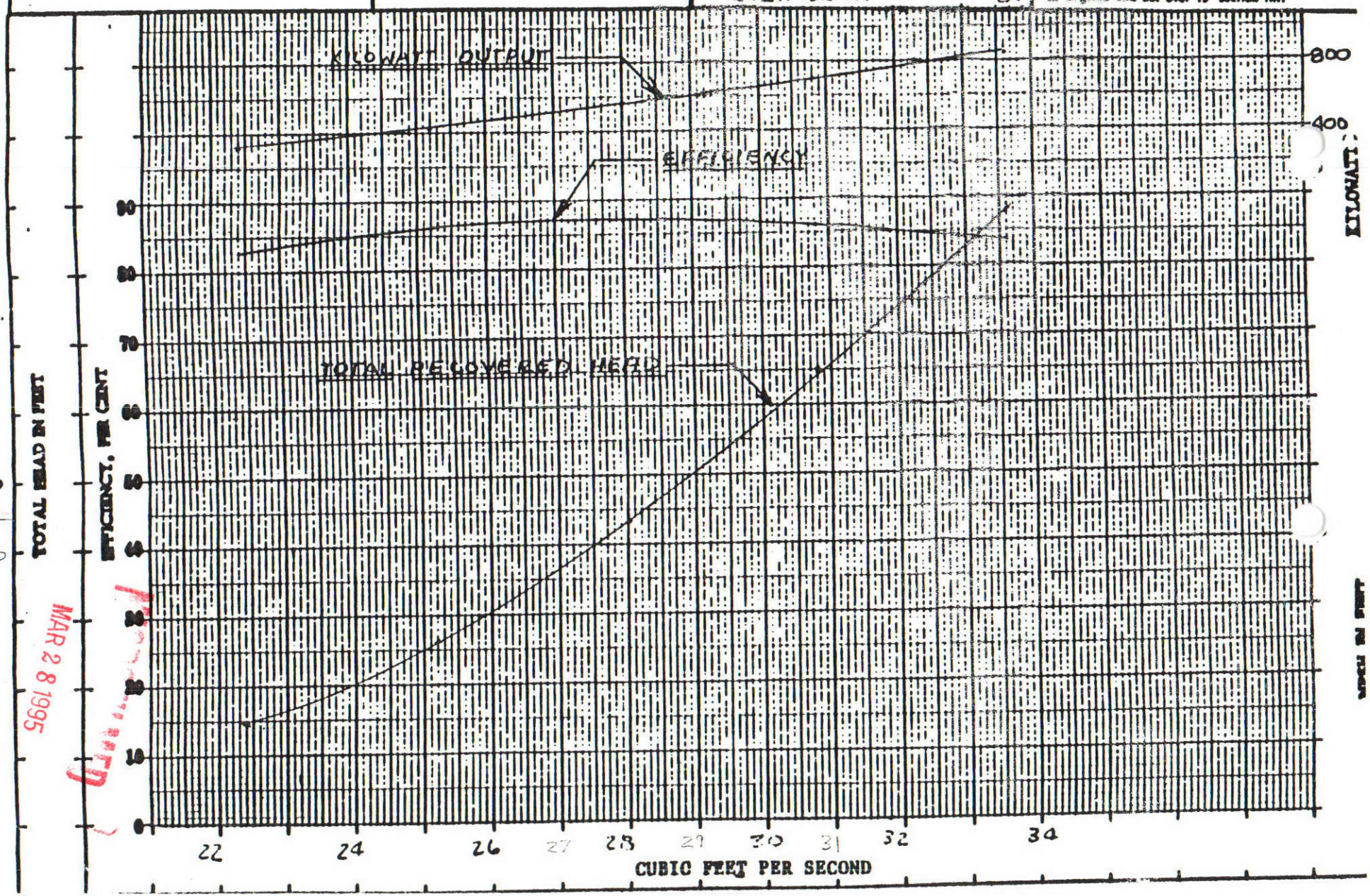


Powerhouse Tailrace Discharge Returning to Cedar Draw Creek

MAR 2 8 1995

CRYSTAL SPRINGS

CUSTOMER CRYSTAL SPRINGS HYDROELECTRIC CO.	DESIGN CONDITIONS	Ingersoll-Rand	CURVE 1652-16x23-1
PROPOSAL NO. SF-1652 ITEM	CFS 28 EFF .87		TURBINE 16x23ST
SPECIAL NOTES	T. H. (FT.) 267 KW 549 SG 1.0		Curves are approximate. Pump is guaranteed for operation at conditions, Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.
	RPM 1211 Generator	DRAWN BY J.E. MURPHY DATE 26 JAN 84	



MAR 28 1995

CUSTOMER CRYSTAL SPRINGS HYDROELECTRIC CO.

PROPOSAL NO. SF-1652 ITEM

SPECIAL NOTES

DESIGN CONDITIONS

CFS 35 EFF .87

T. H. (FT.) 267 KW 687 S.G. 1.0

RPM 1211 Generator

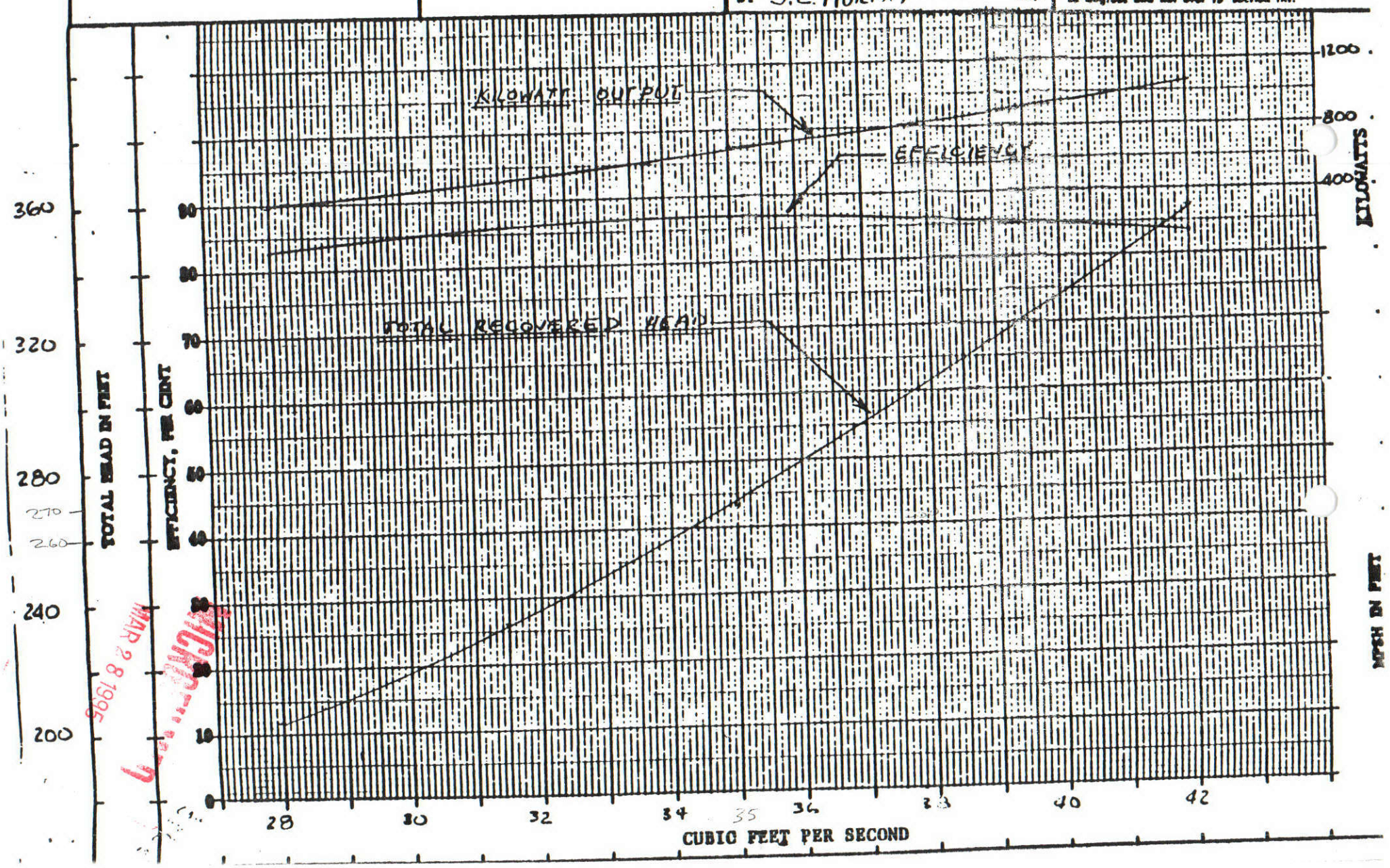
Ingersoll-Rand

DRAWN BY J.E. MURPHY DATE 26 JAN 84

CURVE 1652-16x23

TURBINE 16x23ST

Curves are approximate. Pump is guaranteed for one set of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



MAR 2 8 1995

CUSTOMER BONNEVILLE PACIFIC

PROPOSAL NO. 006-36566 ITEM 00

SPECIAL NOTES

DESIGN CONDITIONS

CFS 40 EFF 85%

T.H. (FT.) 267 KW 767 (SHAFT) Gross SG.

RPM 1211 DRIVER HP

INGERSOLL-RAND

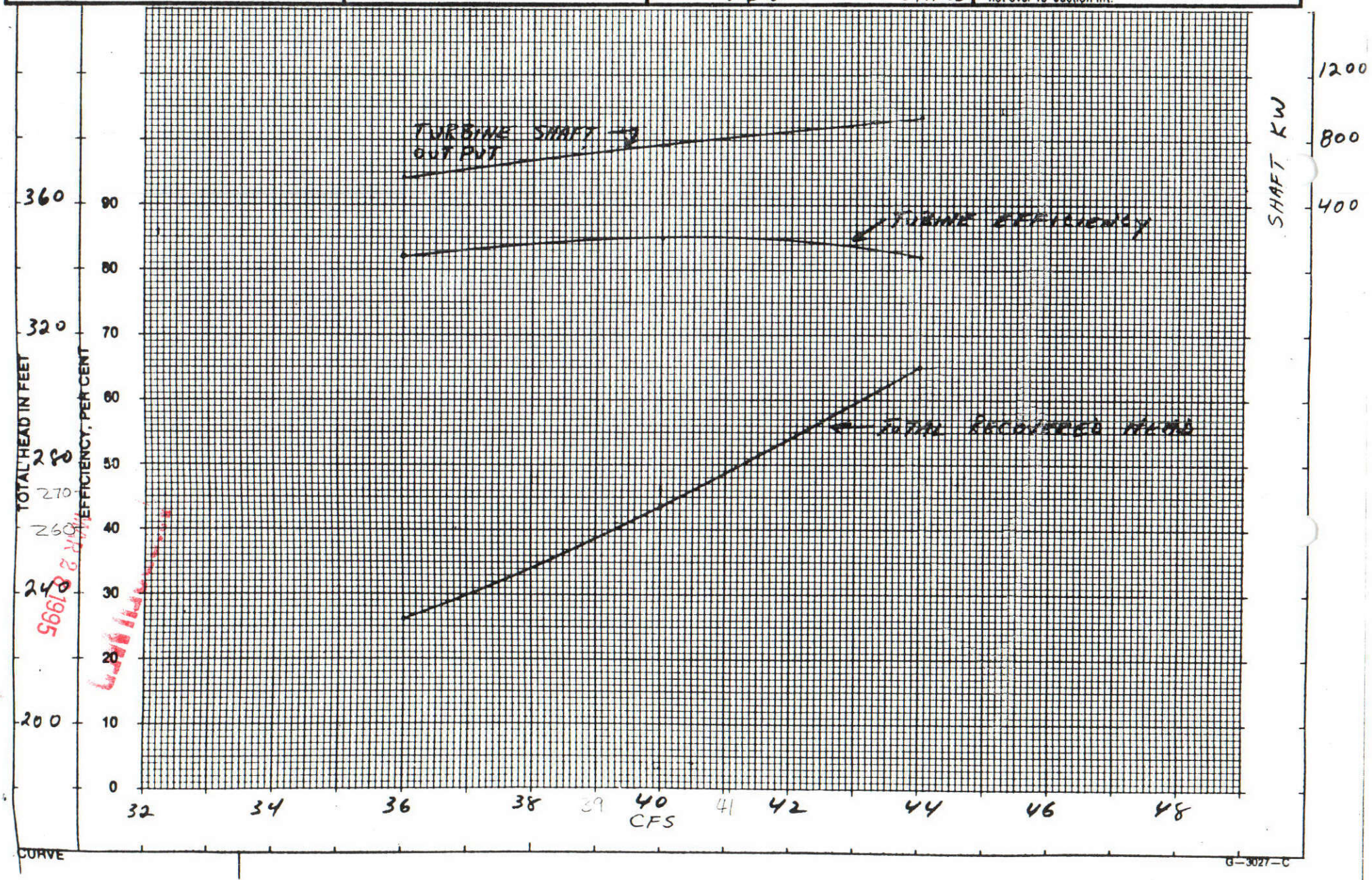
PUMPS

DRAWN BY RBallotti DATE 21 NOV 85

CURVE 16 X 23

PUMP 16X23SLVT

Curves are approximate. Pump is guaranteed for one set of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



G-3027-C

CUSTOMER CRYSTAL SPRINGS HYDROELECTRIC CO.

PROPOSAL NO. SF-1652 ITEM

SPECIAL NOTES

DESIGN CONDITIONS

CFS 47 EFF 86%

T. H. (FT.) 267 KW 911 SG 1.0

RPM 911 Generator

Ingersoll-Rand

DRAWN BY J. E. MURPHY DATE 20 JAN 84

CURVE 1652-20

TURBINE 20ALVT

Curves are approximate. Pump is guaranteed for as set of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.

KILOWATT OUTPUT

EFFICIENCY

TOTAL RECOVERED HEAD

TOTAL HEAD IN FEET

EFFICIENCY, PER CENT

KILOWATTS

CUBIC FEET PER SECOND

360 320 280 270 260 240 200

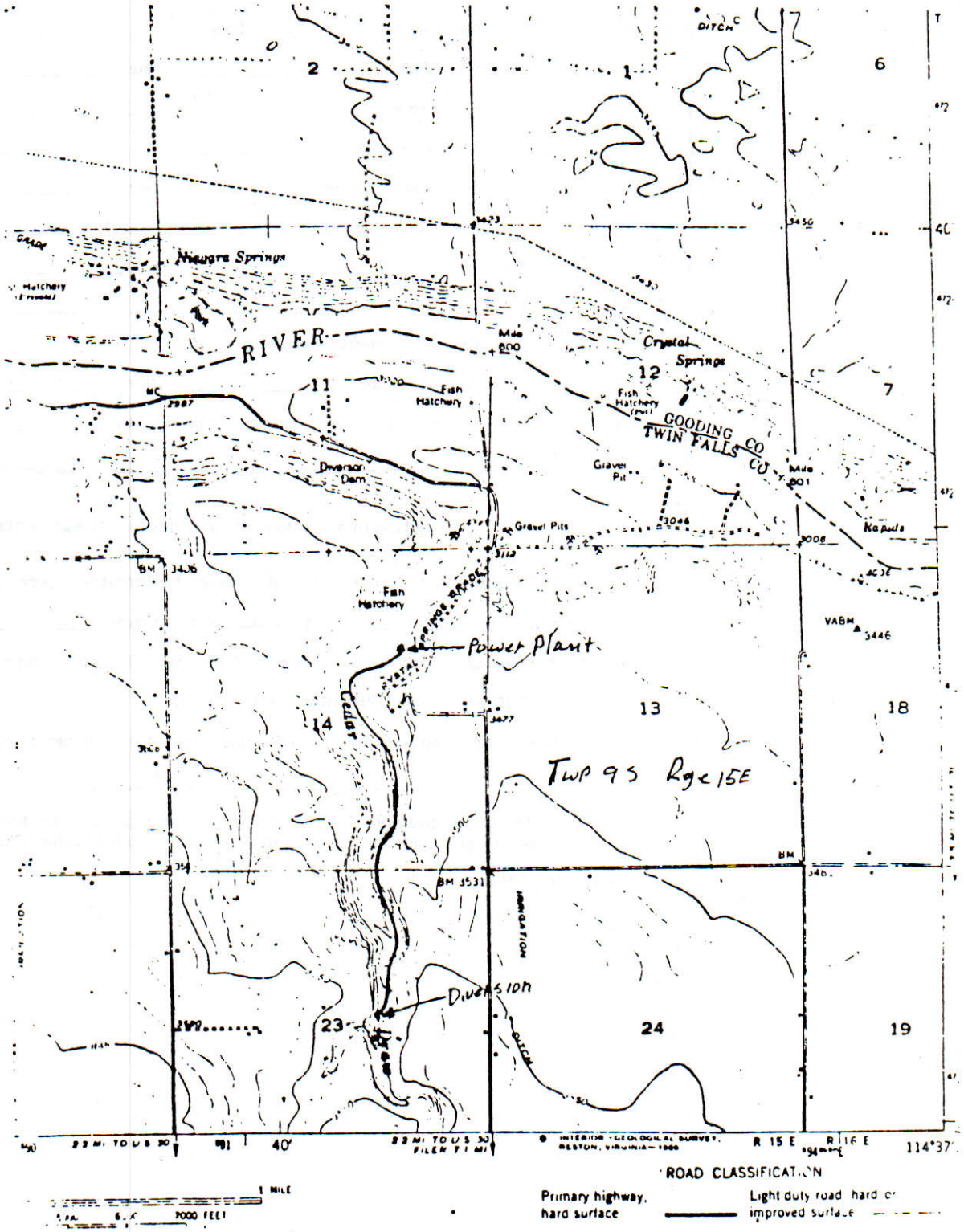
90 80 70 60 50 40 30 20 10 0

1500 1000 500

36 40 44 46 47 48 52 56 60

28 1985

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.

(Applicant)

MAR 28 1995

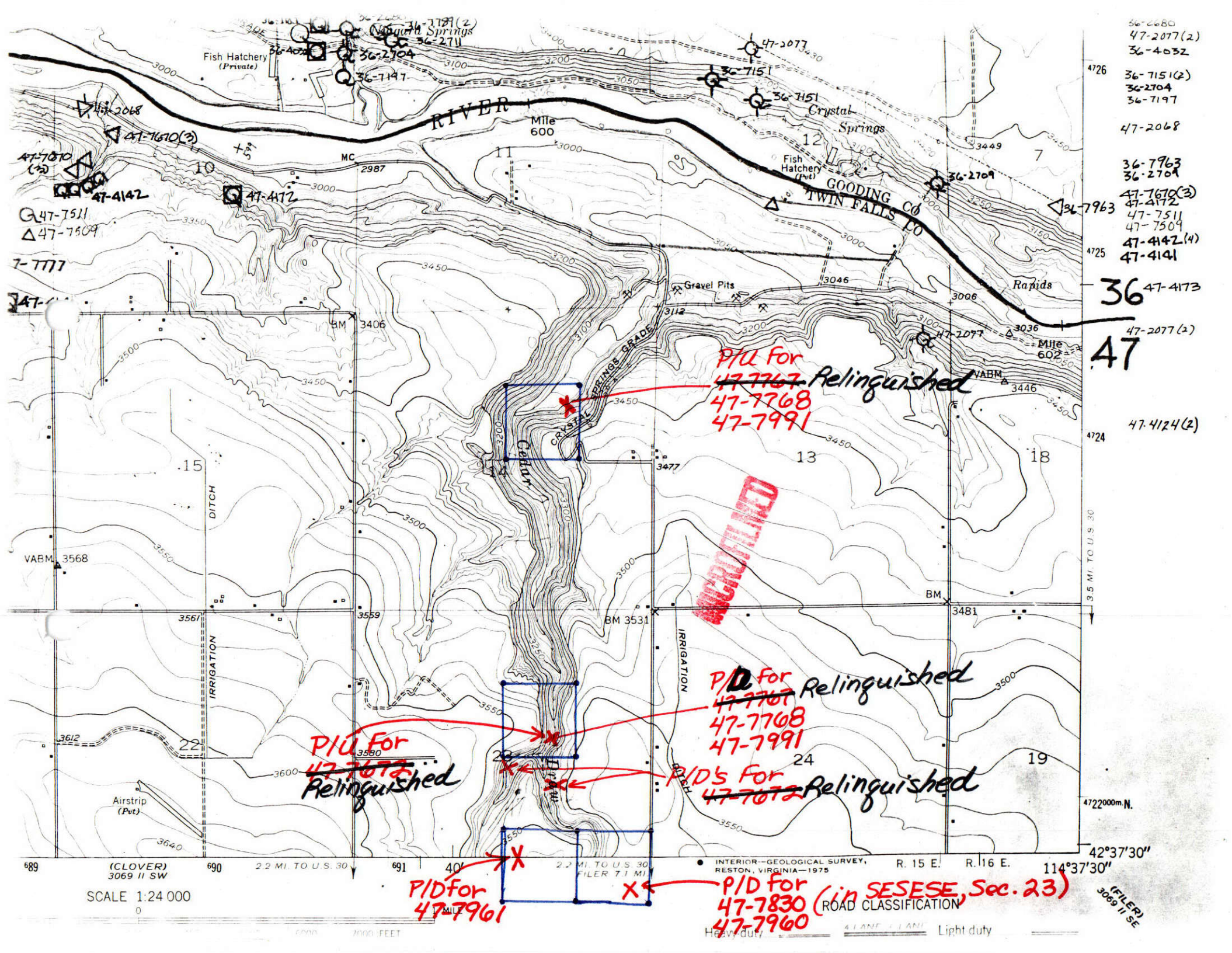
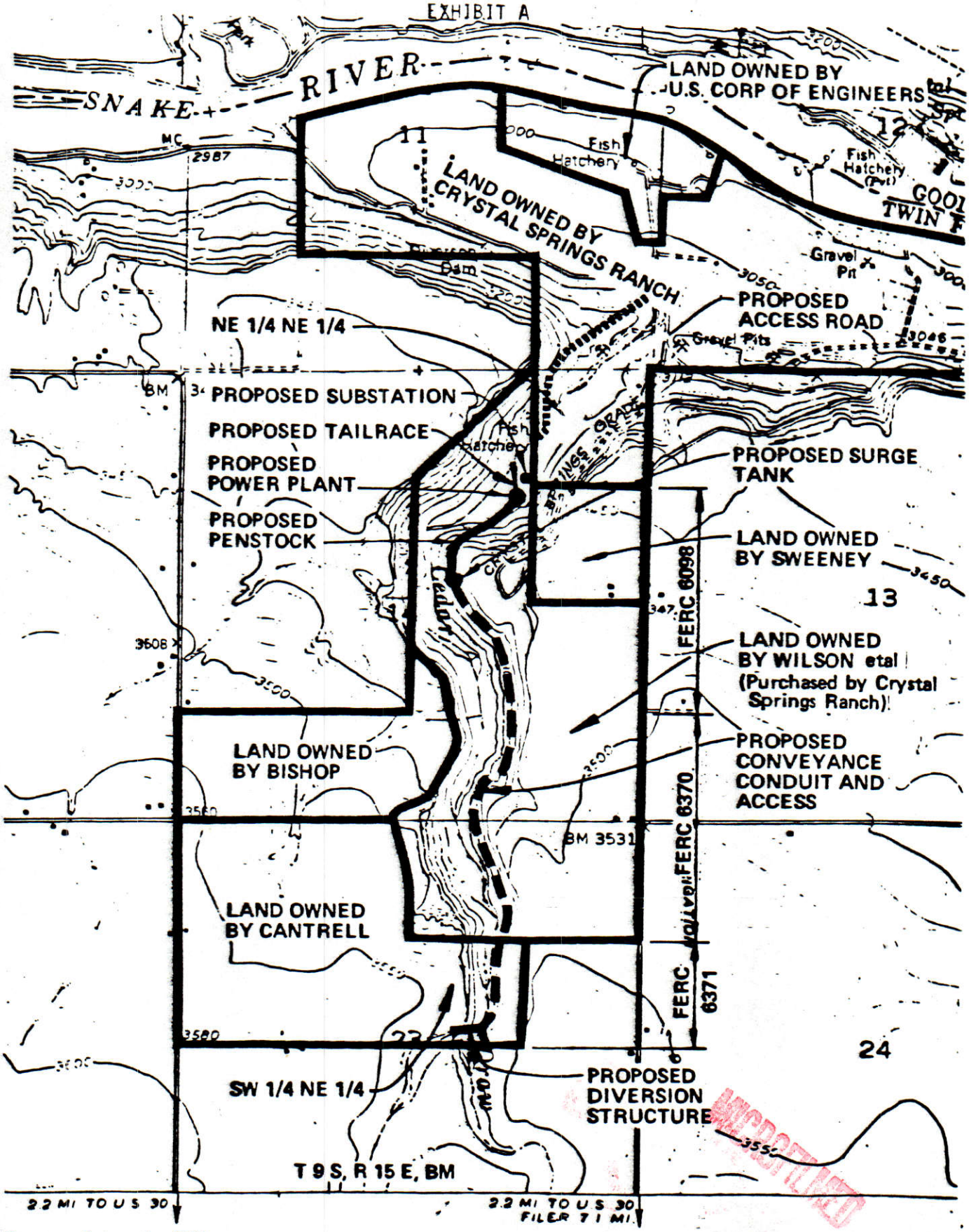

Fish Hatchery (Private)
Niagara Springs
36-2704
36-7197
36-2711
47-2077
36-7151
Crystal Springs
Fish Hatchery (Put)
36-2709
36-7963
47-2068
47-1670(3)
47-7610
47-4142
47-4172
47-7511
47-7509
RIVER
Mile 600
GOODING CO
TWIN FALLS CO
Gravel Pits
Rapids
Mile 602
CRYSTAL SPRINGS GRADE
Cedar
DITCH
IRRIGATION
VABM 3568
BM 3406
BM 3531
BM 3481
VABM 3446
3477
3112
3046
3036
3006
3449
3430
3580
3612
3561
3559
Airstrip (Put)
MC 2987
MUDFLUND
P/U For 47-7767 Relinquished
47-7768
47-7991
P/D For 47-7767 Relinquished
47-7768
47-7991
P/U For 47-7672 Relinquished
P/D's For 47-7672 Relinquished
P/D for 47-7961
P/D for 47-7830 (in SESESE, Sec. 23)
47-7960
36-2680
47-2077(2)
36-4032
36-7151(2)
36-2704
36-7197
47-2068
36-7963
36-2709
47-7670(3)
47-4172
47-7511
47-7509
47-4142(4)
47-4141
36
47-4173
47
47-2077(2)
47-4124(2)
3.5 MI TO U.S. 30
2.2 MI TO U.S. 30
FILER 7.1 MI
(CLOVER) 3069 II SW
(FILER) 3069 II SE
INTERIOR--GEOLOGICAL SURVEY, RESTON, VIRGINIA--1975
R. 15 E.
R. 16 E.
42°37'30"
114°37'30"
4722000m N.
SCALE 1:24 000
1 MILE
1000 0 2000 FEET
ROAD CLASSIFICATION
Heavy duty
4 LANE
2 LANE
Light duty

EXHIBIT A

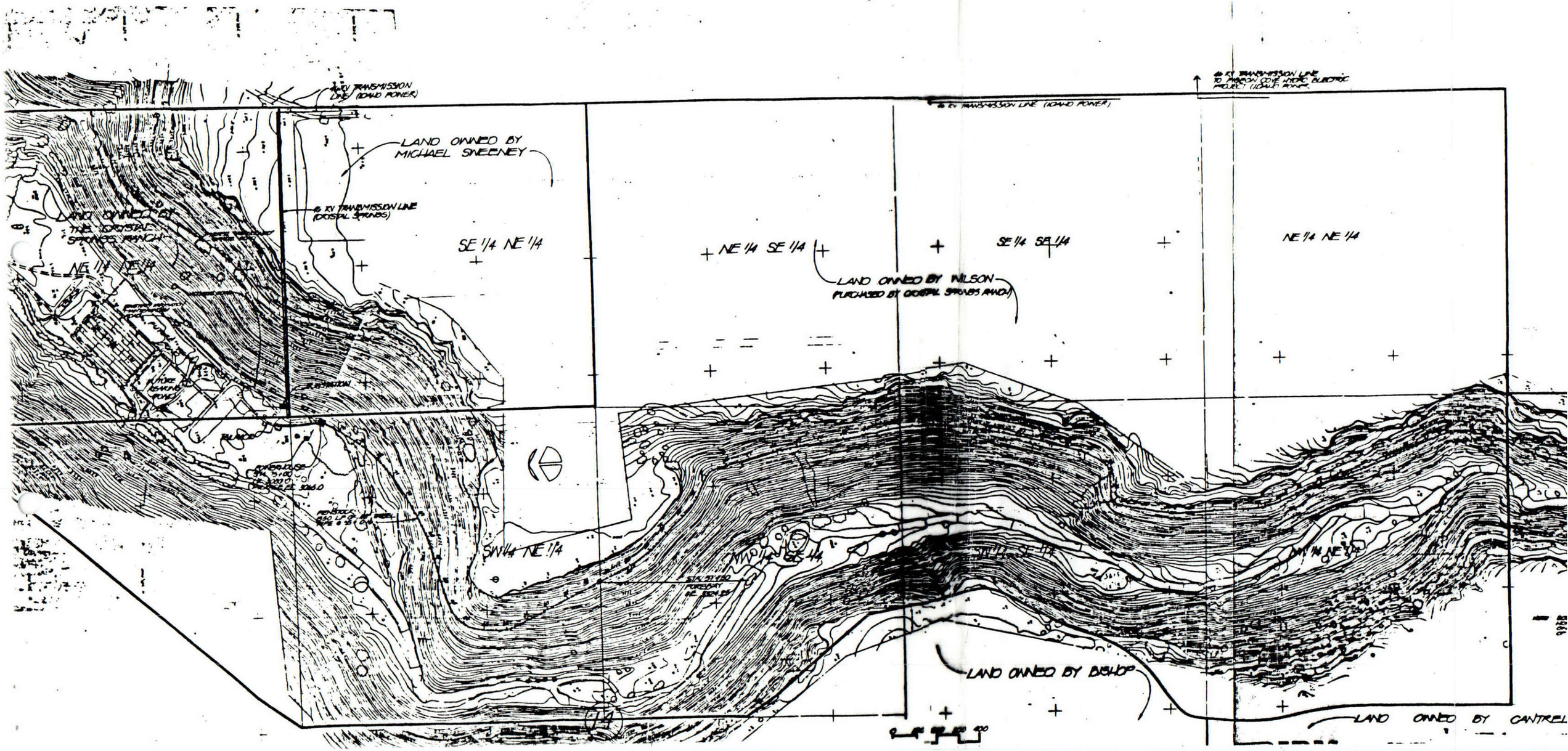


Contour Interval = 10ft.

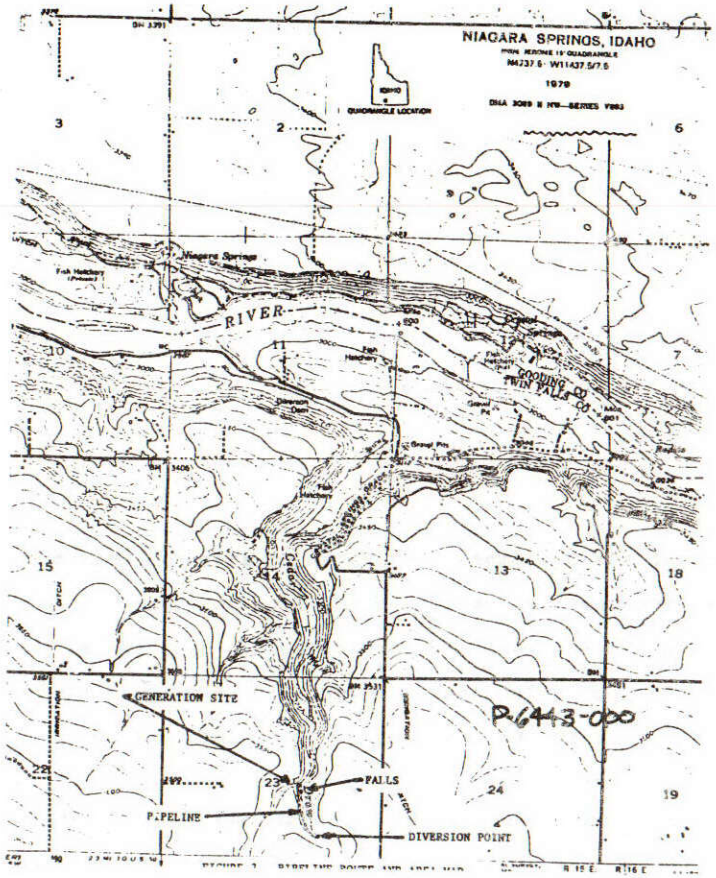
LPM

OWNERSHIP/VICINITY MAP
Cedar Draw Creek Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

Revised (2/1/84)


LAND OWNED BY MICHAEL SWEENEY
LAND OWNED BY THE COASTAL SPRINGS RANCH
LAND OWNED BY WILSON PURCHASED BY COASTAL SPRINGS RANCH
LAND OWNED BY BISHOP
LAND OWNED BY CANTREL
SE 1/4 NE 1/4
NE 1/4 SE 1/4
SE 1/4 SE 1/4
NE 1/4 NE 1/4
SW 1/4 NE 1/4
NW 1/4 SE 1/4
SW 1/4 SE 1/4
NW 1/4 NE 1/4

Attachment
E-2 Form



§ 4.106 Standard terms and conditions of exemption from licensing.

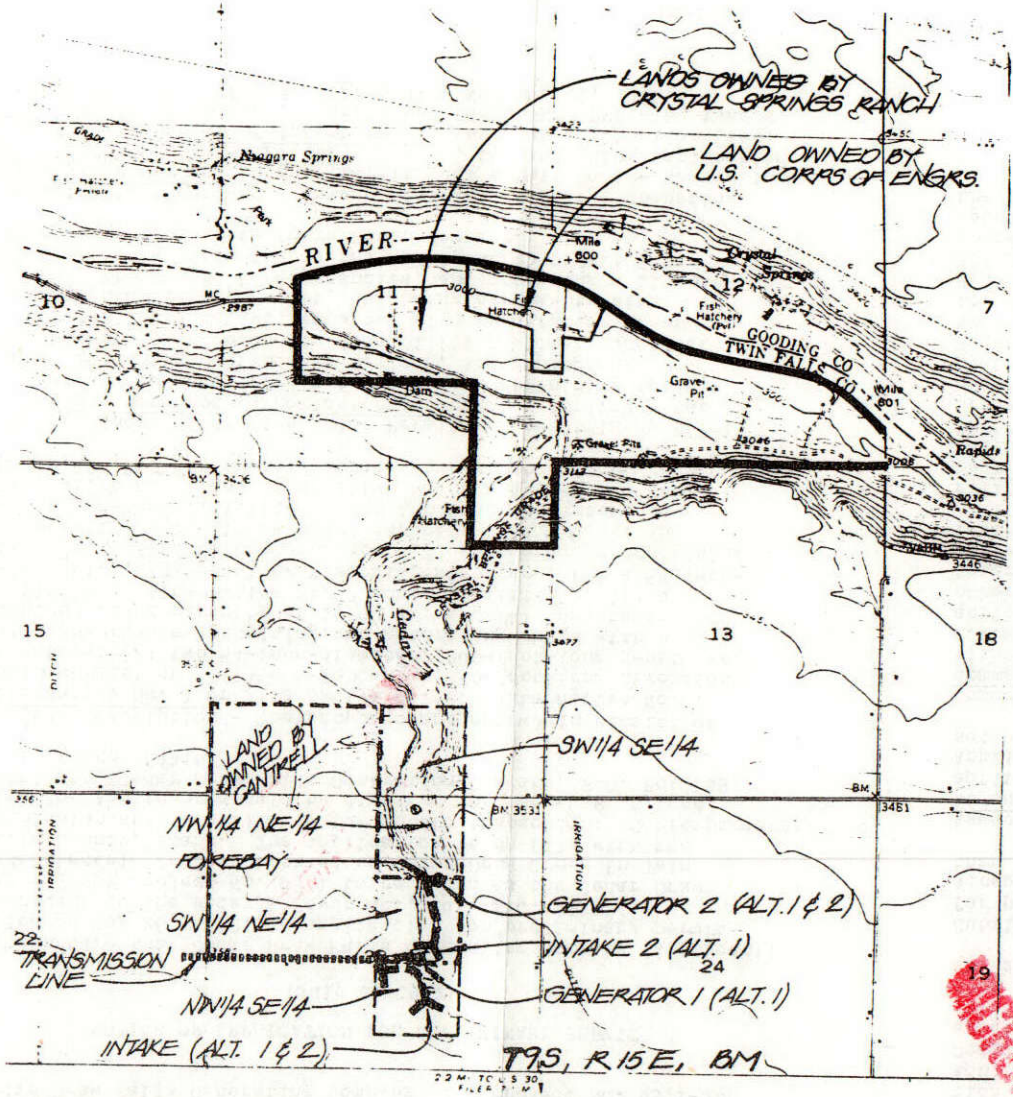
Any exemption from licensing granted under this subpart for a small hydroelectric power project is subject to the following standard terms and conditions:

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

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

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

MICROFILMED



CONTOUR INTERVAL = 10 FT.

P-6371-000

EXHIBIT A
VICINITY MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECTS
CEDAR DRAW FALLS GENERATING CO.
TWIN FALLS COUNTY, IDAHO

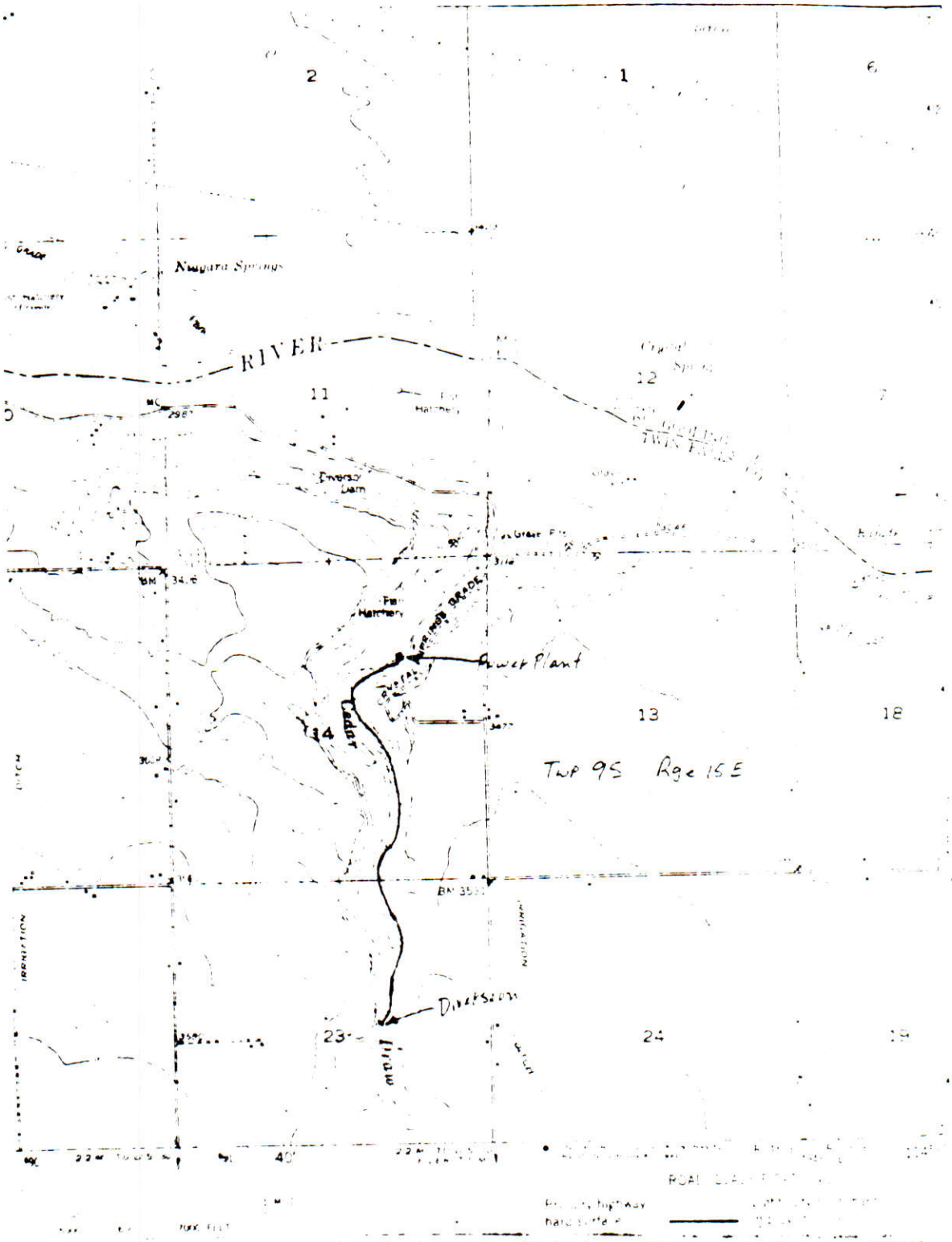
RECEIVED

POSTAGE AND FEES PAID
FEDERAL ENERGY REGULATORY COMMISSION
FERC-351
FIRST CLASS MAIL

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

State of Idaho P-6371
Dept. of Water Resources
State House
Boise, Idaho 83720

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.

(Applicant)

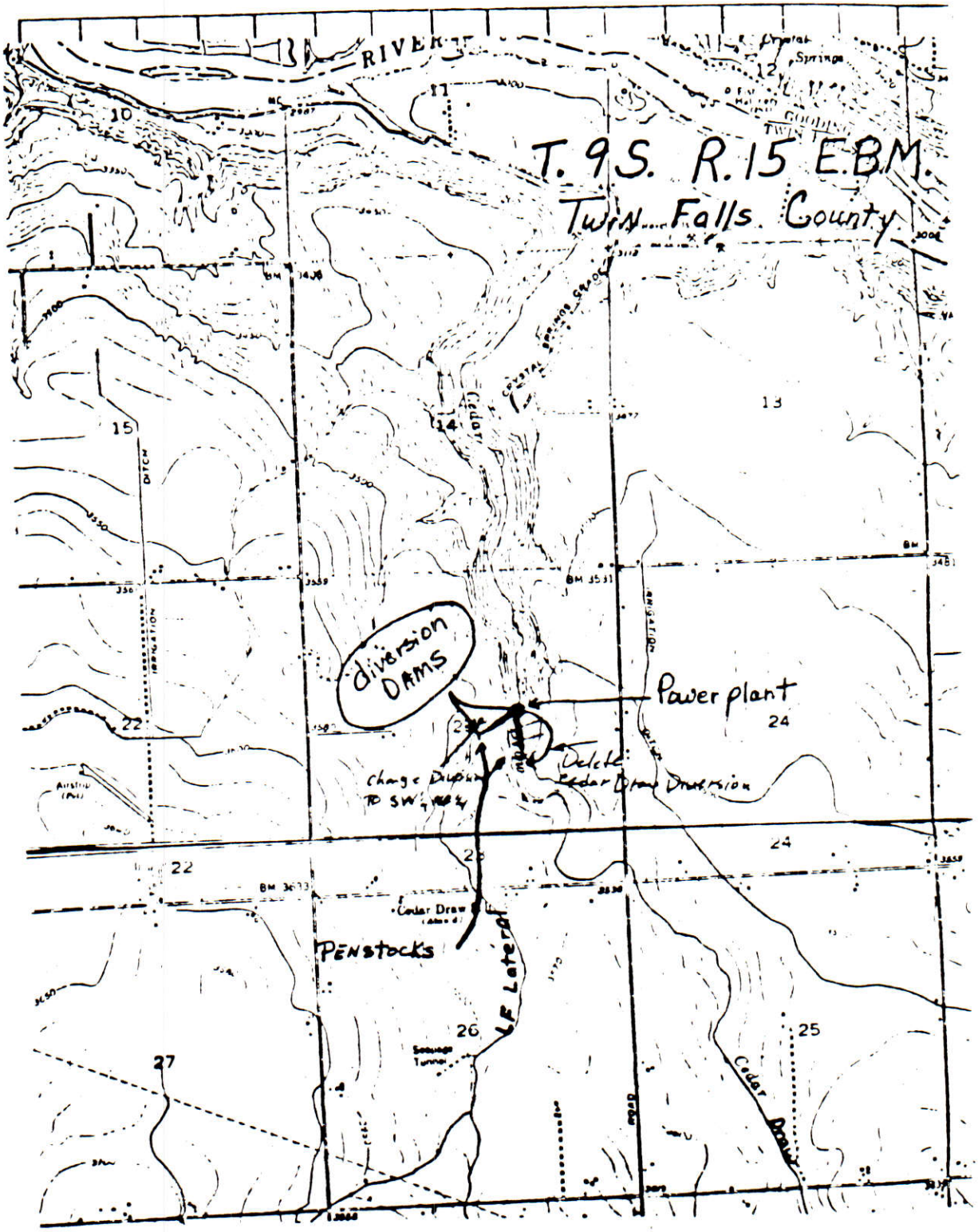
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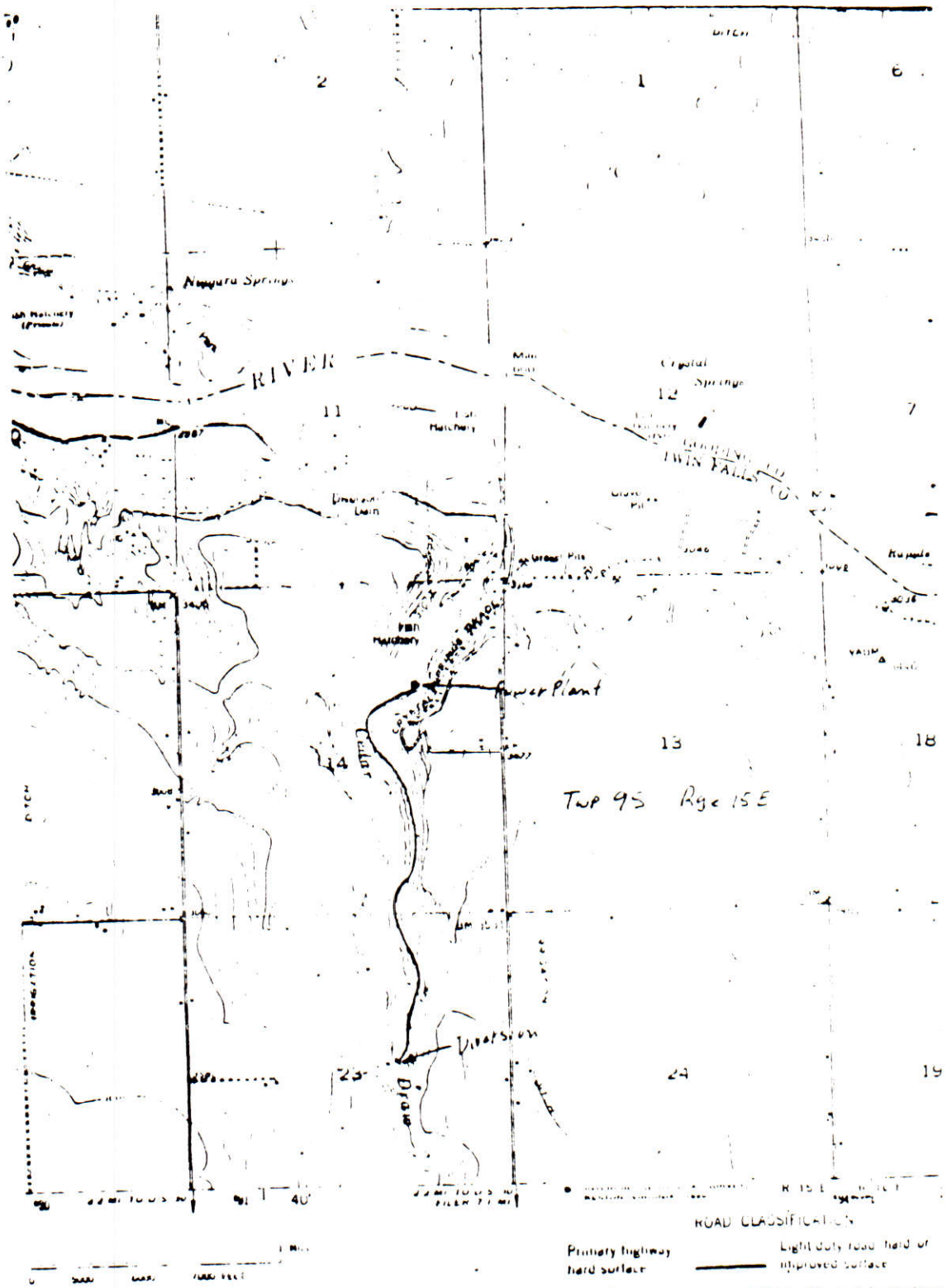
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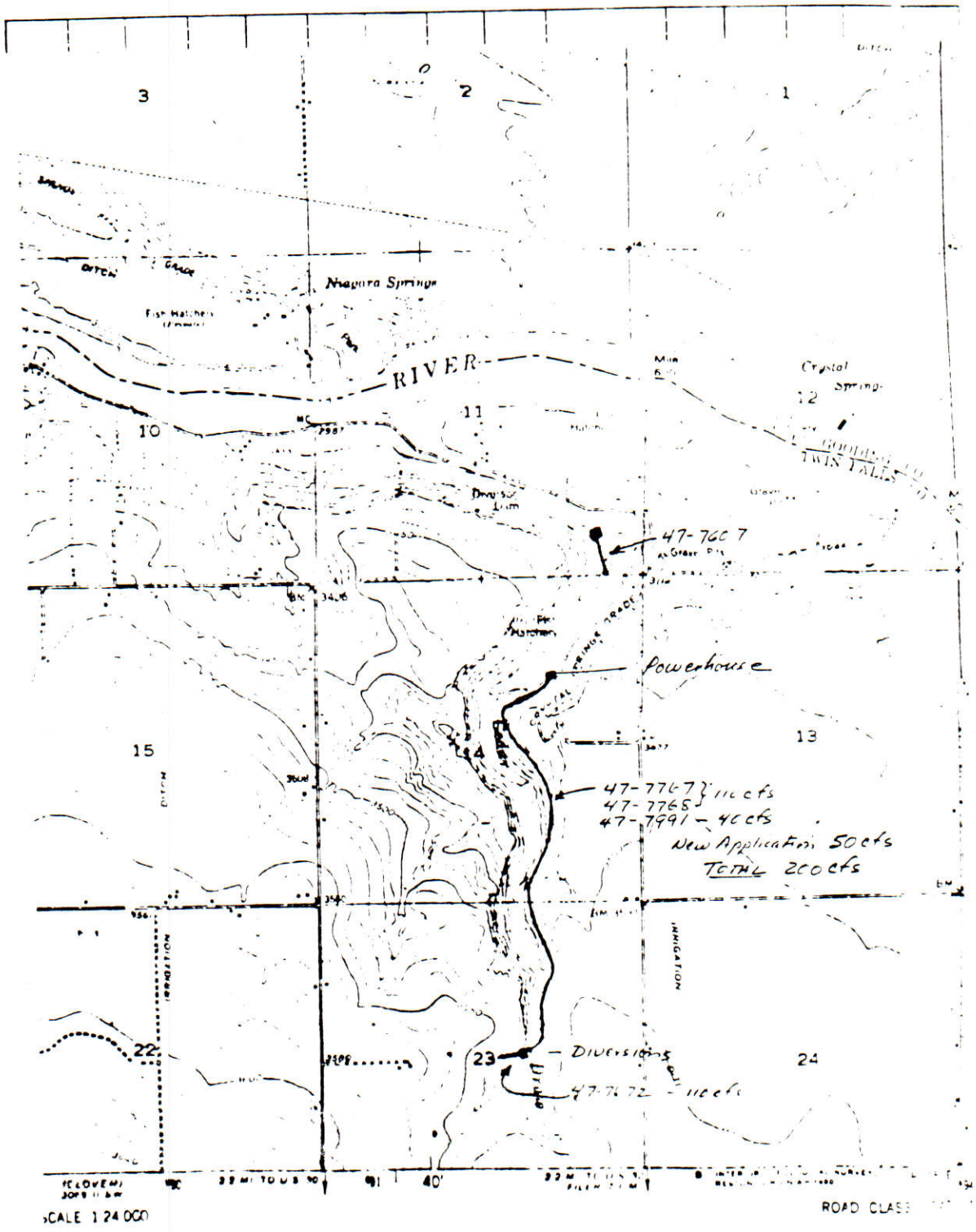
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Crystal Springs Hydroelectric Co.

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Crystal Spring's Hydroelectric Company

By

of and for (Applicant)
Bonneville Pacific Corporation
Its General Partner

The full course thickness of the riprap shall be placed in one operation. Dumping riprap long distances down the bank or pushing it over the top of the bank with a dozer shall be avoided if at all possible. Material should be placed with a backhoe, loader, or dragline. Dumping material near its final position on the slope or dumping rock at the toe and bulldozing it up the slope is a very satisfactory method of placement, if approval is obtained for the use of equipment down in the channel.

Source: U.S. Soil Conservation Service "Engineering Field Manual," 1969.

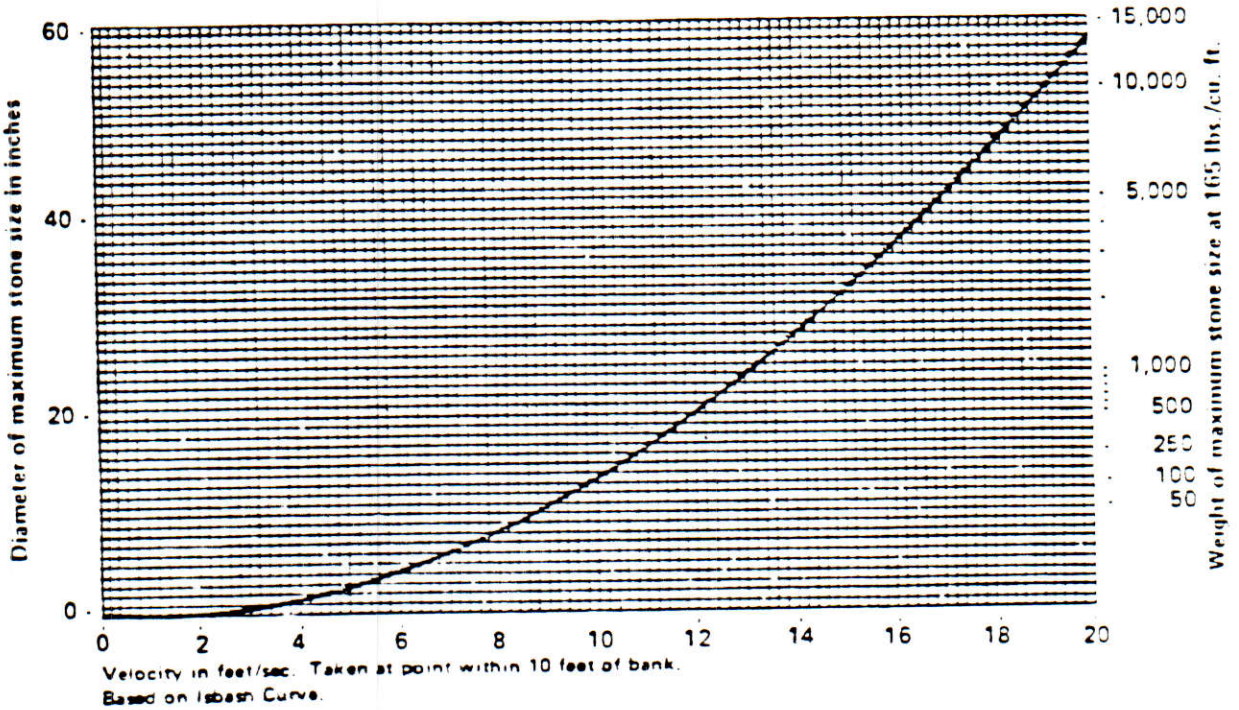
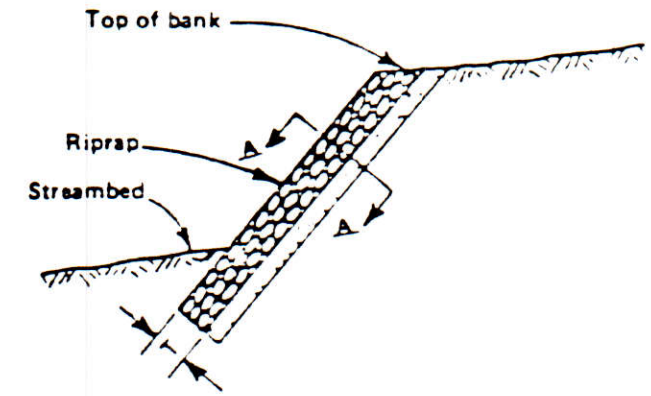
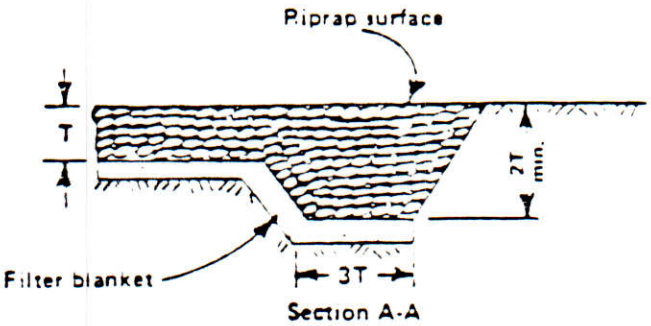


FIGURE 1. Maximum stone size for riprap for sideslope no steeper than 1½:1

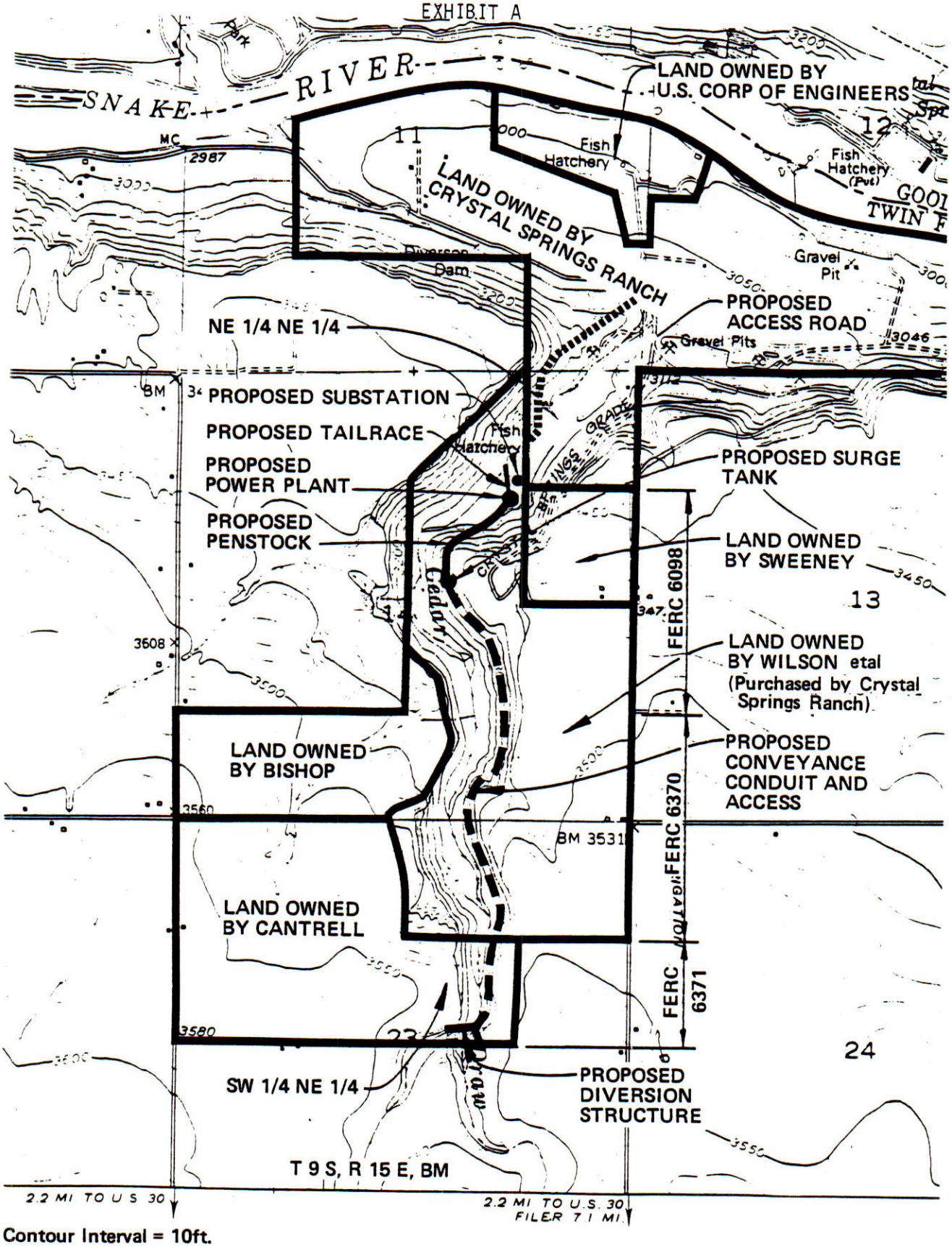




View shown above is cross section at end of riprap looking down along the sideslope toward streambed.

FIGURE 3. Protection against undermining

EXHIBIT A



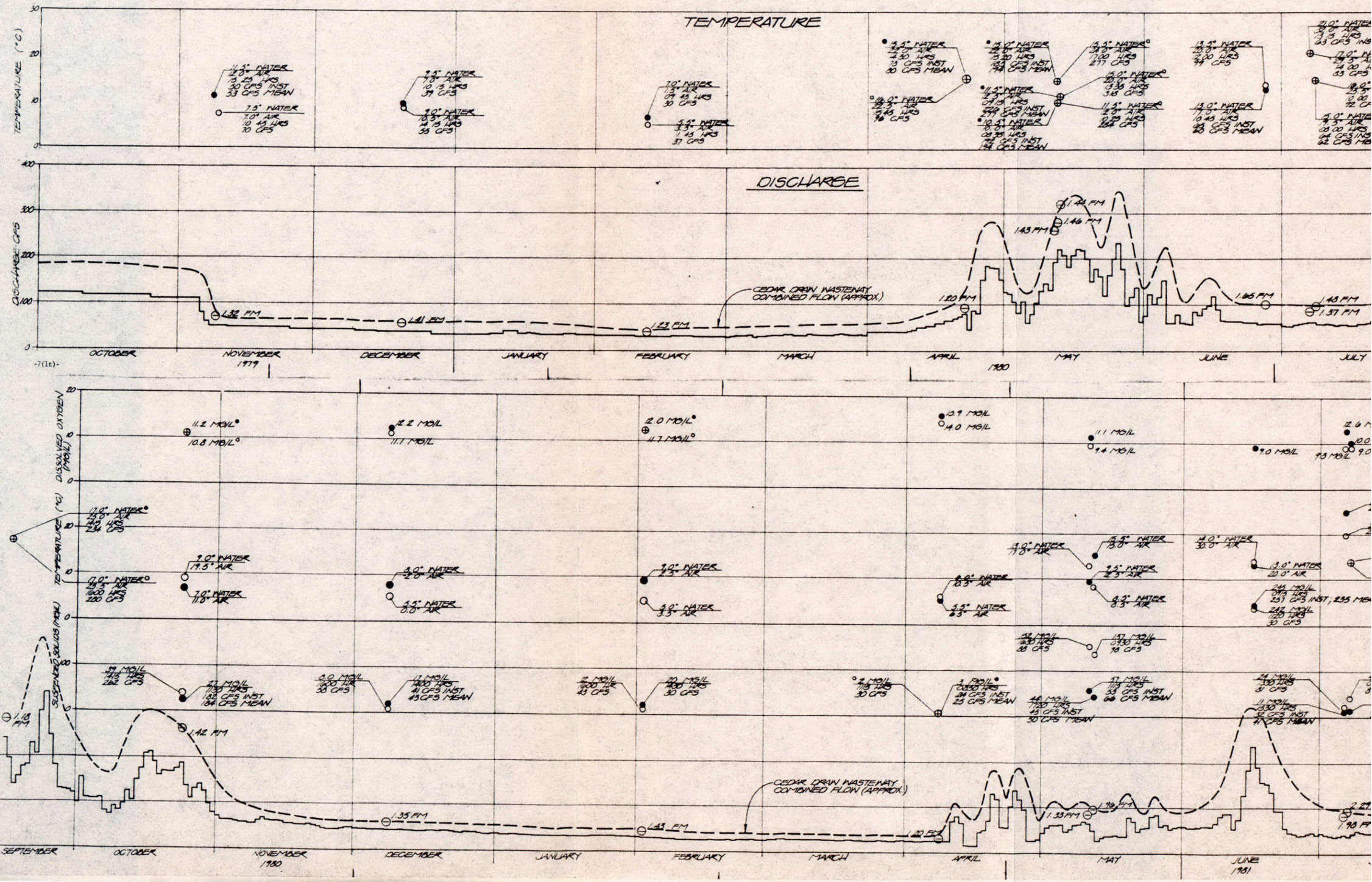
Contour Interval = 10ft.

LPM

OWNERSHIP/VICINITY MAP
Cedar Draw Creek Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

Revised (2/1/84)

STREAM DATA
STRIP GRAPH
SEE RIGHT EDGE FOR LEGEND



TEMPERATURE

7.0° WATER
1.3° AIR
09 45 HRS
30 CFS

2.5° WATER
3.3° AIR
1 10 HRS
37 CFS

4.5° WATER
3.0° AIR
4 30 HRS
13 CFS INST
20 CFS MEAN

11.0° WATER
4.5° AIR
5 45 HRS
36 CFS

4.0° WATER
2.0° AIR
5 20 HRS
142 CFS INST
114 CFS MEAN

11.5° WATER
4.3° AIR
09 19 HRS
249 CFS INST
277 CFS MEAN

10.5° WATER
0.5° AIR
09 39 HRS
192 CFS INST
134 CFS MEAN

13.5° WATER
2.0° AIR
1100 HRS
277 CFS

14.0° WATER
2.0° AIR
13 30 HRS
3.8 CFS

11.5° WATER
2.0° AIR
12 29 HRS
184 CFS

13.5° WATER
2.0° AIR
12 30 HRS
44 CFS

13.0° WATER
1.5° AIR
10 45 HRS
23 CFS INST
20 CFS MEAN

21.0° WATER
10.0° AIR
13 15 HRS
23 CFS INST, 66 CFS MEAN

17.0° WATER
2.5° AIR
14 00 HRS
33 CFS

18.0° WATER
3.5° AIR
12 00 HRS
42 CFS

5.0° WATER
1.3° AIR
09 00 HRS
64 CFS INST
62 CFS MEAN

13.0° WATER
1.0° AIR
0730 HRS
64 CFS INST
63 CFS MEAN

15.0° WATER
2.0° AIR
10 40 HRS
101 CFS

DISCHARGE

1.23 FM

CEDAR DRAW WASTEWAY COMBINED FLOW (APPROX.)

1.20 FM

1.43 FM

1.46 FM

1.24 FM

1.85 FM

1.43 FM

1.37 FM

1.80 FM

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER

1980

12.0 MG/L
11.7 MG/L

13.9 MG/L
14.0 MG/L

11.1 MG/L
9.4 MG/L

9.0 MG/L

12.6 MG/L
10.0 MG/L
9.3 MG/L 9.0 MG/L

8.1 MG/L
7.8 MG/L

7.0° WATER
2.3° AIR

4.0° WATER
3.3° AIR

13.0° WATER
11.0° AIR

9.5° WATER
13.0° AIR

9.5° WATER
8.3° AIR

11.5° WATER
8.3° AIR

14.0° WATER
13.0° AIR

14.5° WATER
21.3° AIR

20.0° WATER
20.0° AIR

14.0° WATER
30.0° AIR

13.0° WATER
20.0° AIR

14.0° WATER
21.0° AIR

14.0° WATER
30.0° AIR

245 MG/L
0913 HRS
251 CFS INST; 235 MEAN

248 MG/L
1120 HRS
30 CFS

2 MG/L
1300 HRS
43 CFS

20 MG/L
1100 HRS
30 CFS

2 MG/L
1115 HRS
30 CFS

3 MG/L
0930 HRS
24 CFS INST
25 CFS MEAN

44 MG/L
1120 HRS
43 CFS INST
30 CFS MEAN

37 MG/L
1124 HRS
33 CFS INST
66 CFS MEAN

24 MG/L
1300 HRS
31 CFS

11 MG/L
1330 HRS
32 CFS INST
41 CFS MEAN

15 MG/L
1020 HRS
30 CFS

CEDAR DRAW WASTEWAY COMBINED FLOW (APPROX.)

1.43 FM

1.39 FM

1.30 FM

20 FM

2.29 FM

1.98 FM

1.25 FM

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER

1981

DISSOLVED OXYGEN (MG/L)

TEMPERATURE (°C)

SUSPENDED SOLIDS (MG/L)

DISCHARGE (CFS)

20 10 0 10 0 100 0 200 0

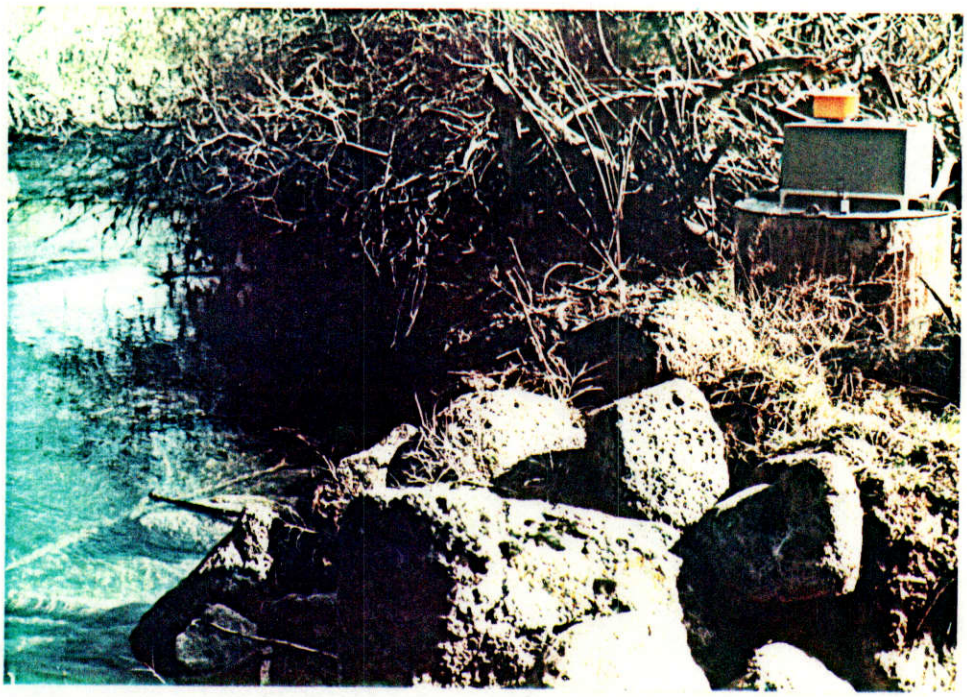
LEGEND

- READING USGS GAGE 13093500
- READING USGS GAGE 13093530
- ⊕ READINGS BOTH USGS GAGES 13093500 AND 13093530
- ⊖ FM FLOW MULTIPLIER TO USGS GAGE 13093530 FROM USGS GAGE 13093500
- INST INSTANTANEOUS FLOW READING
- MEAN MEAN DAILY FLOW READING

IPM

STREAM DATA
SIMCO STATIONS 13093500 & 13093530
HYDROELECTRIC PROJECT: CEDAR DRAW CREEK
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

-7(FF)-



STREAM GAGING STATION LOCATED ON CEDAR DRAW CREEK APPROX. 600 FT. DOWNSTREAM OR NORTH OF THE PROPOSED POWERHOUSE.



ENGINEER EXAMINING RECORDER PRIOR TO INSTALLATION IN PERMANENT STEEL HOUSING.

LPM

STREAM GAGING STATION

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

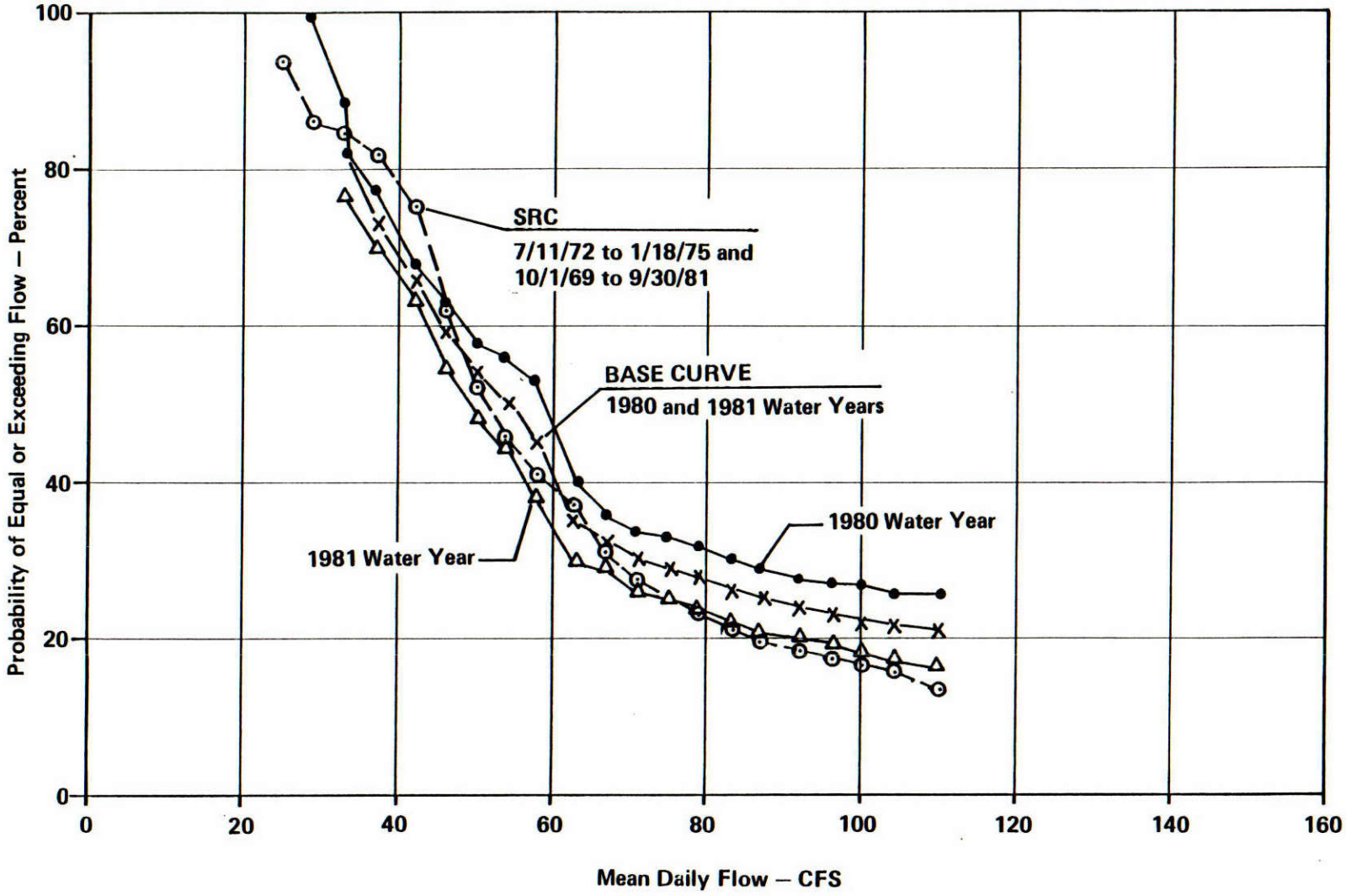
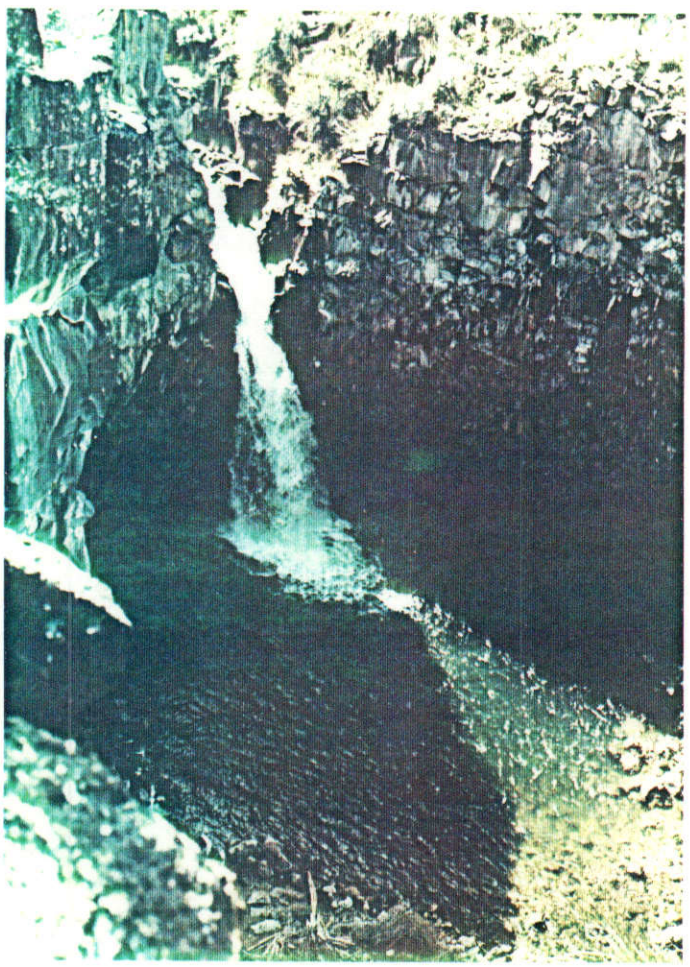


EXHIBIT A

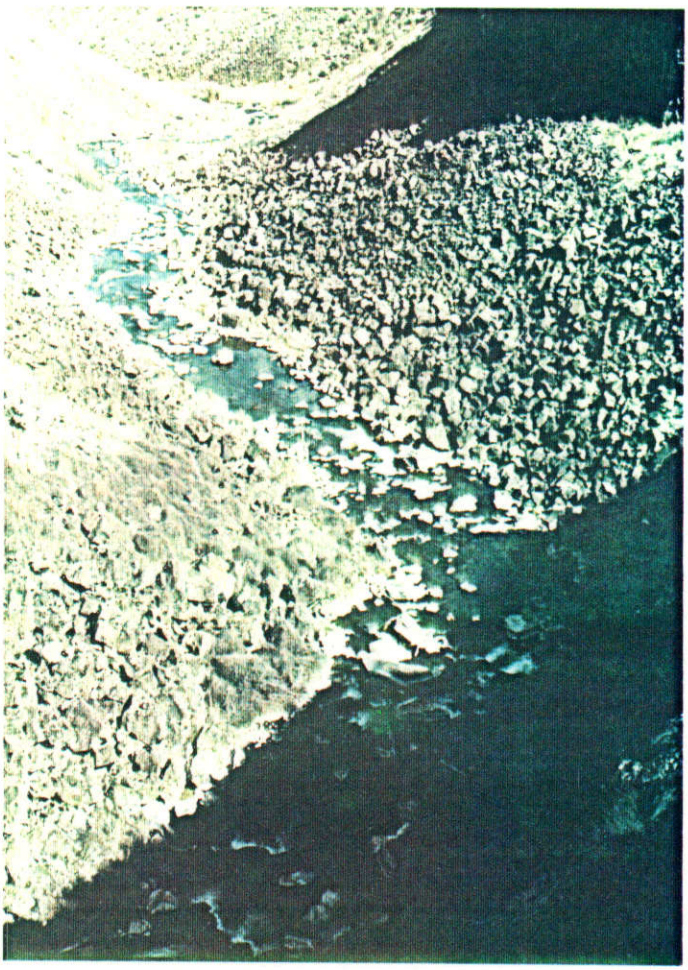
STREAMFLOW DURATION CURVES
Developed From Gaging Station 13093500
Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho



CEDAR DRAW CREEK AT DIVERSION STRUCTURE



TWO FALLS - EAST FORK OF CEDAR DRAW CREEK 400± FT. SOUTH OF DIVERSION STRUCTURE.



CEDAR DRAW CREEK UPPER REACH.

IPM

DIVERSION STRUCTURE SITE

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

EXHIBIT E

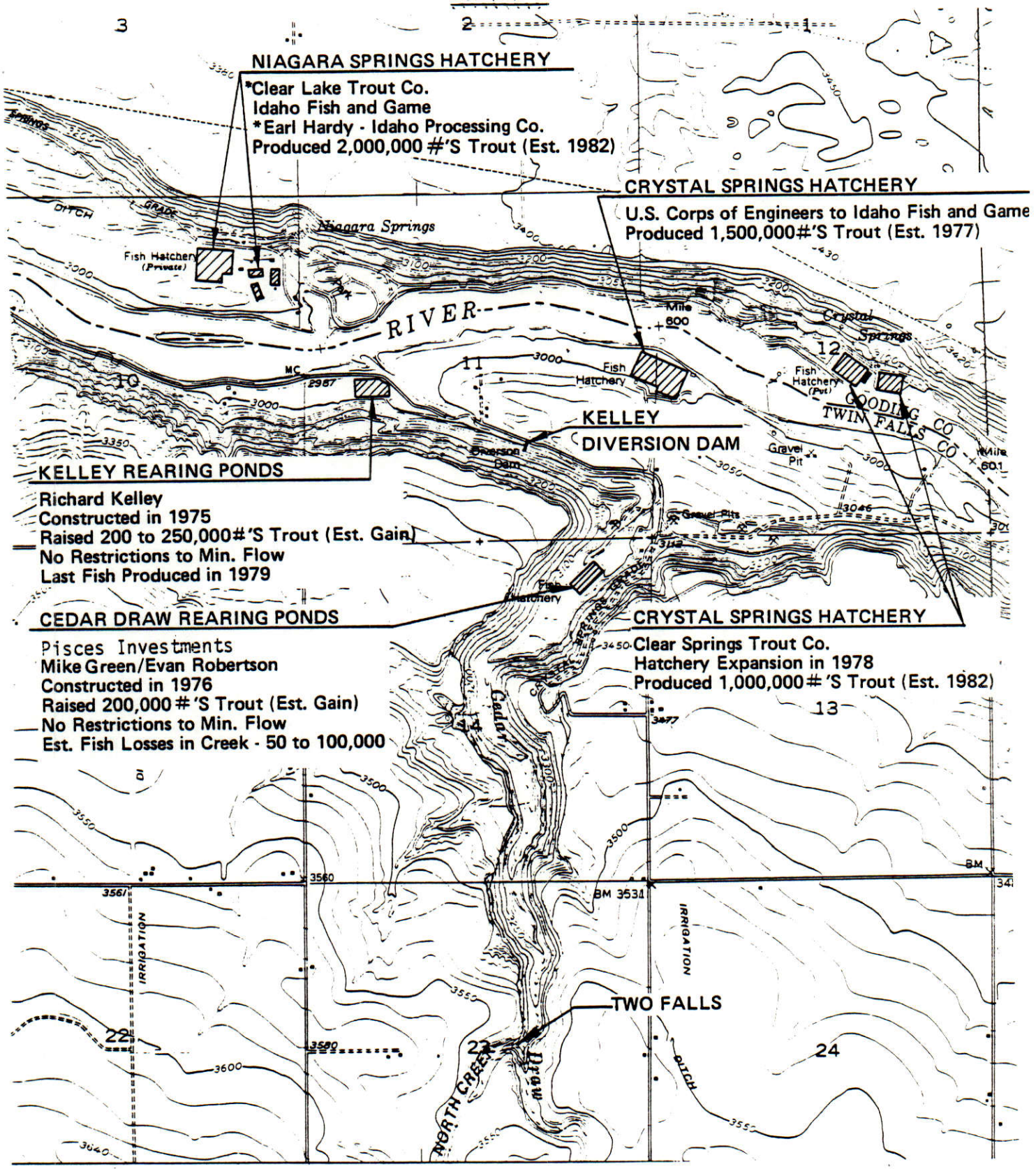


EXHIBIT E

LOCATION MAP

HATCHERIES/REARING PONDS
Cedar Draw Creek (Wasteway)



Project location for Cedar Draw Hydroelectric project.



Proposed power plant location.



FIGURE 1

LOWER REACH, LOOKING UPSTREAM FROM LOWER END.

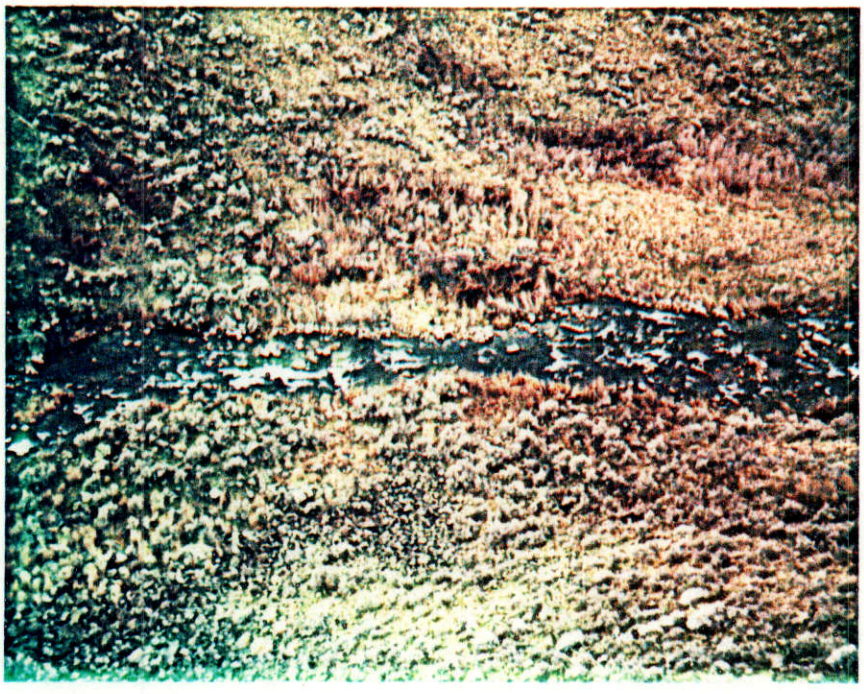
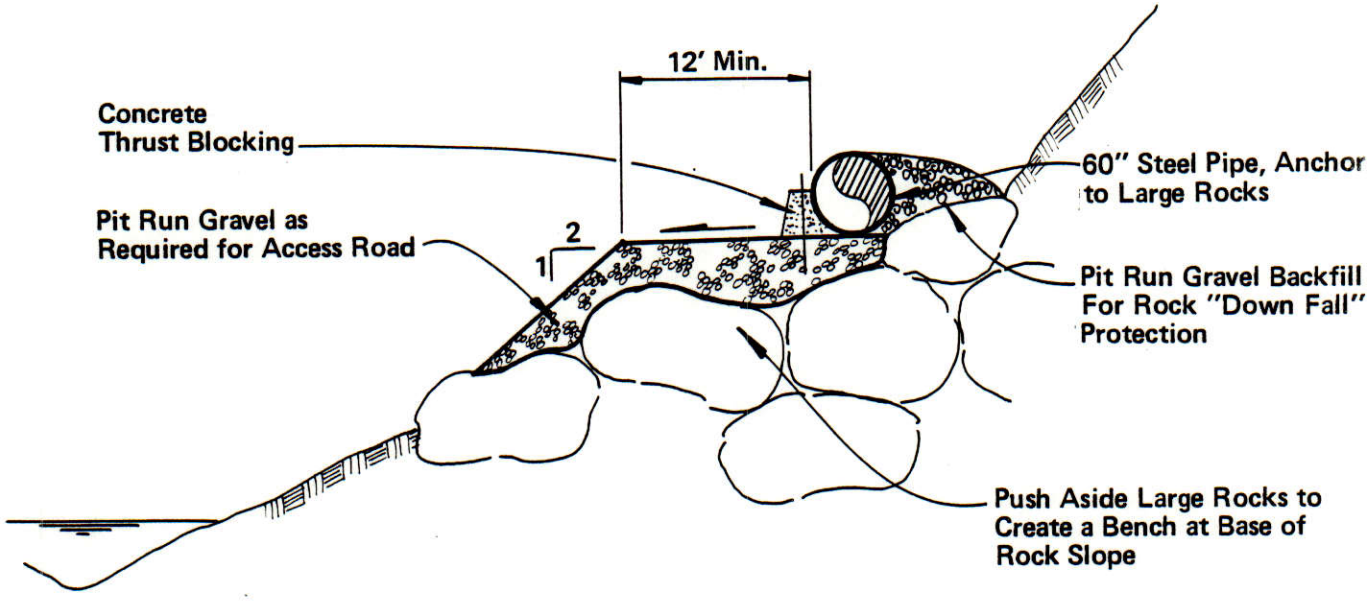


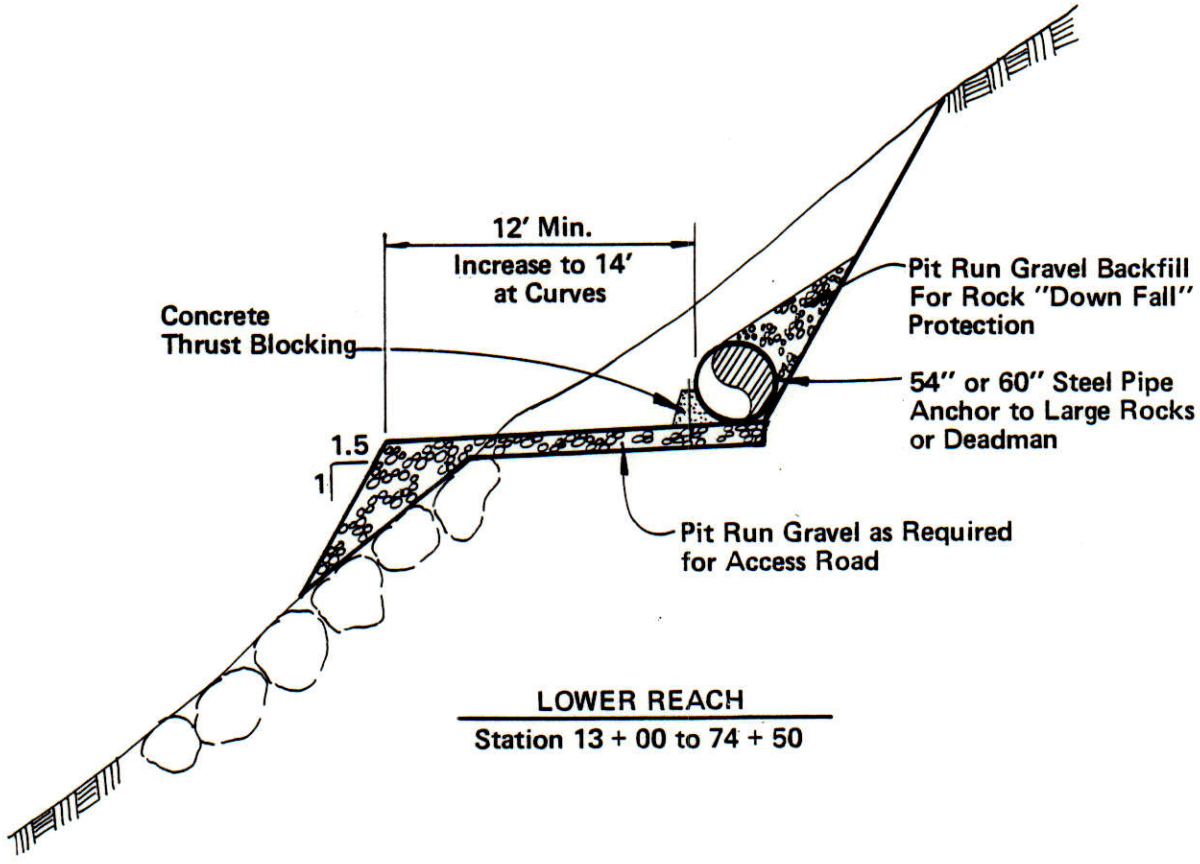
FIGURE 2

UPPER REACH.



UPPER REACH

Station 0 + 00 to 13 + 00 12' Min.



LOWER REACH

Station 13 + 00 to 74 + 50

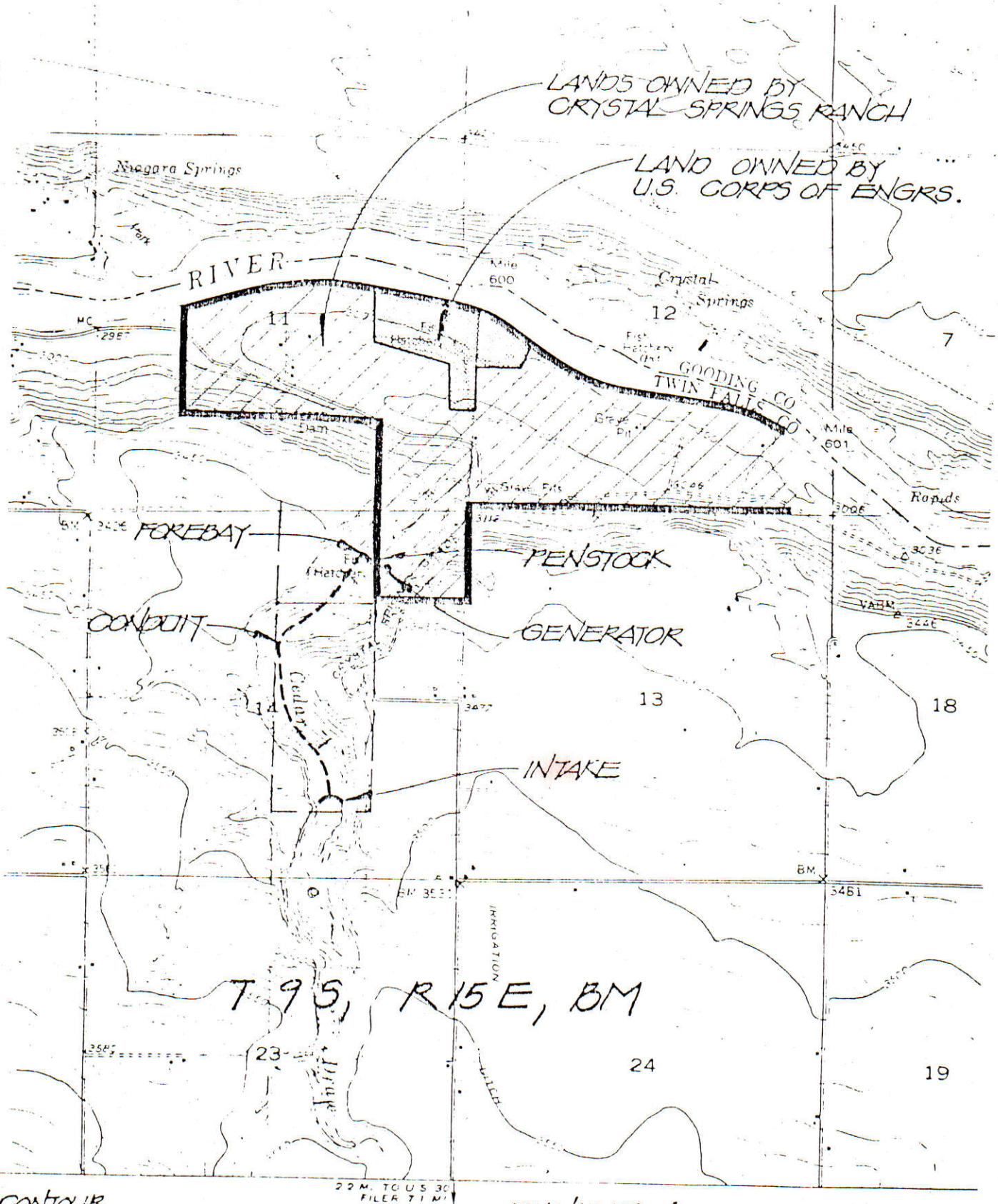
THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983.

SECTION F

EXHIBIT F–7 Revised

PIPELINE ACCESS ROAD SECTIONS

Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

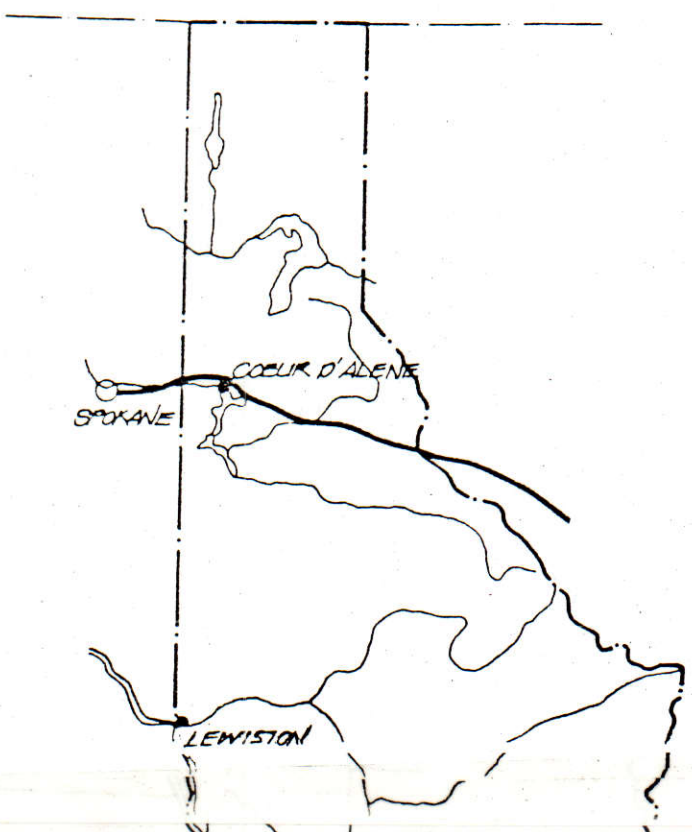


CONTOUR INTERVAL = 10 FT.

LPM

EXHIBIT A
VICINITY MAP

CEDAR DRAIN HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



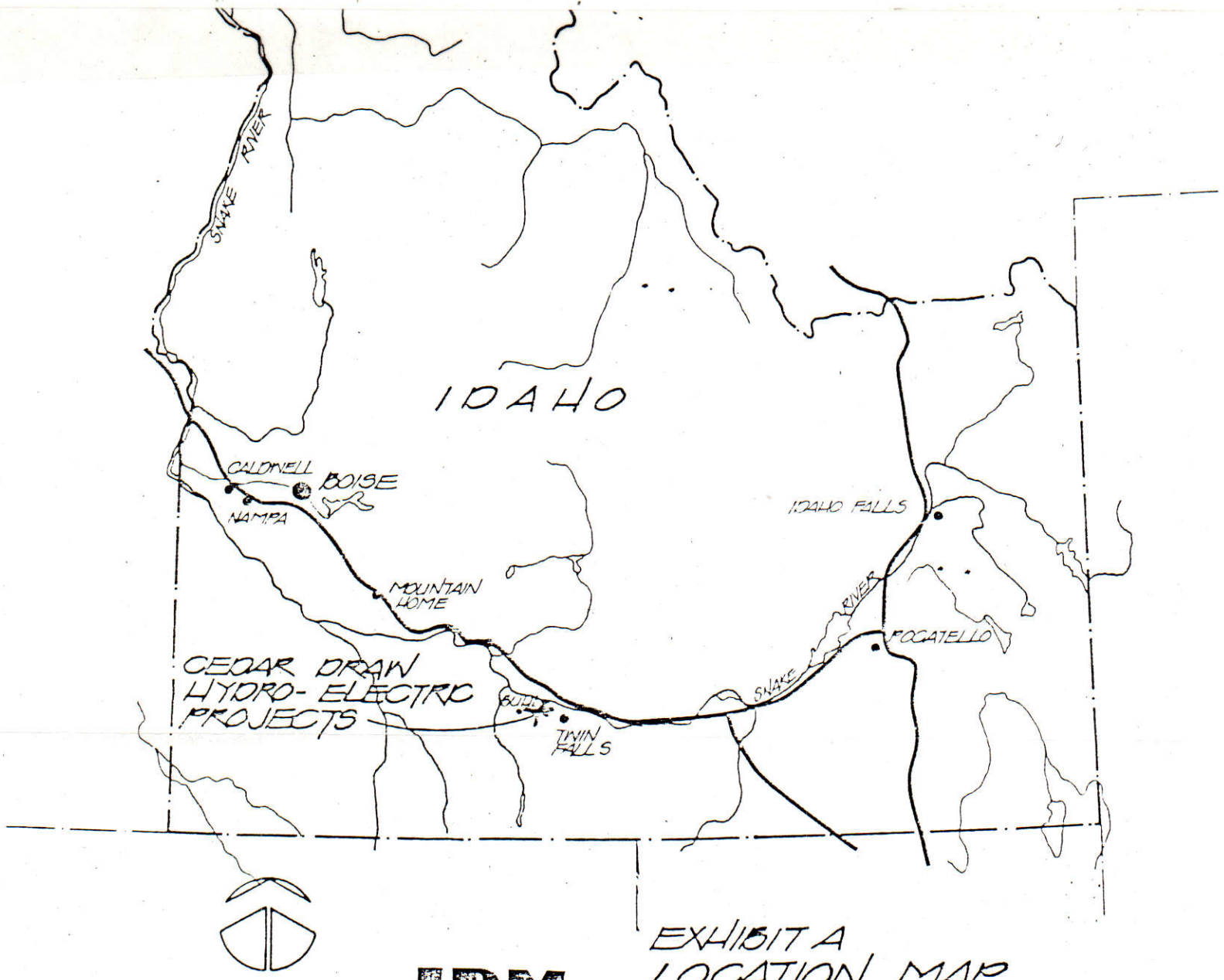
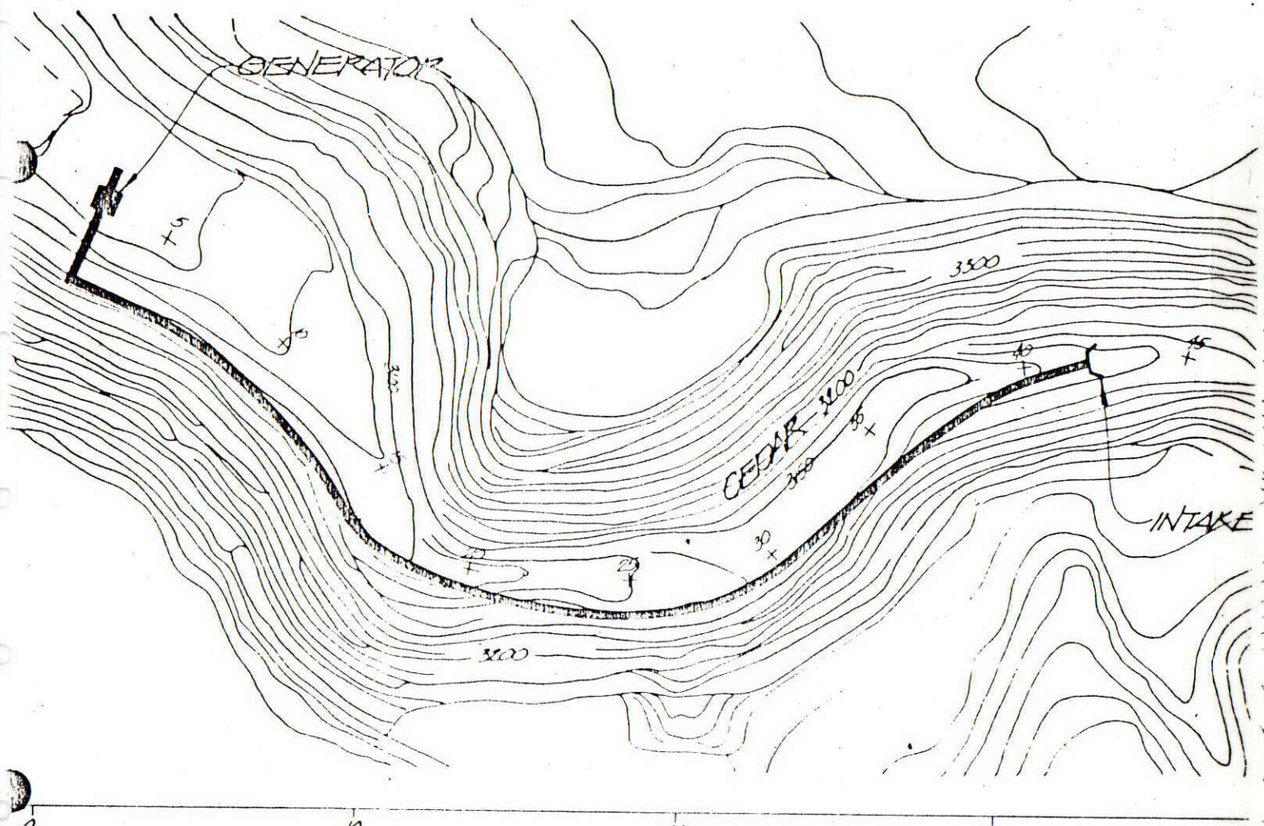
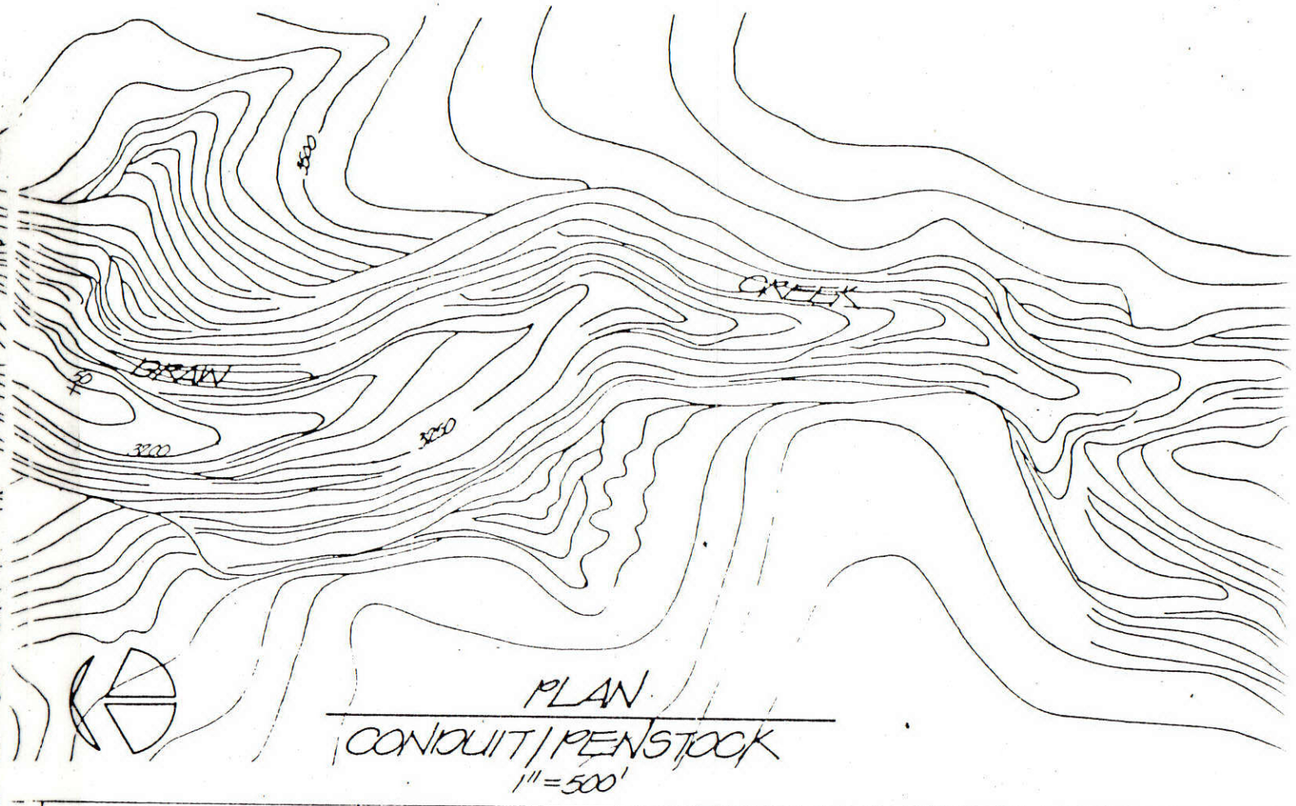


EXHIBIT A
LOCATION MAP

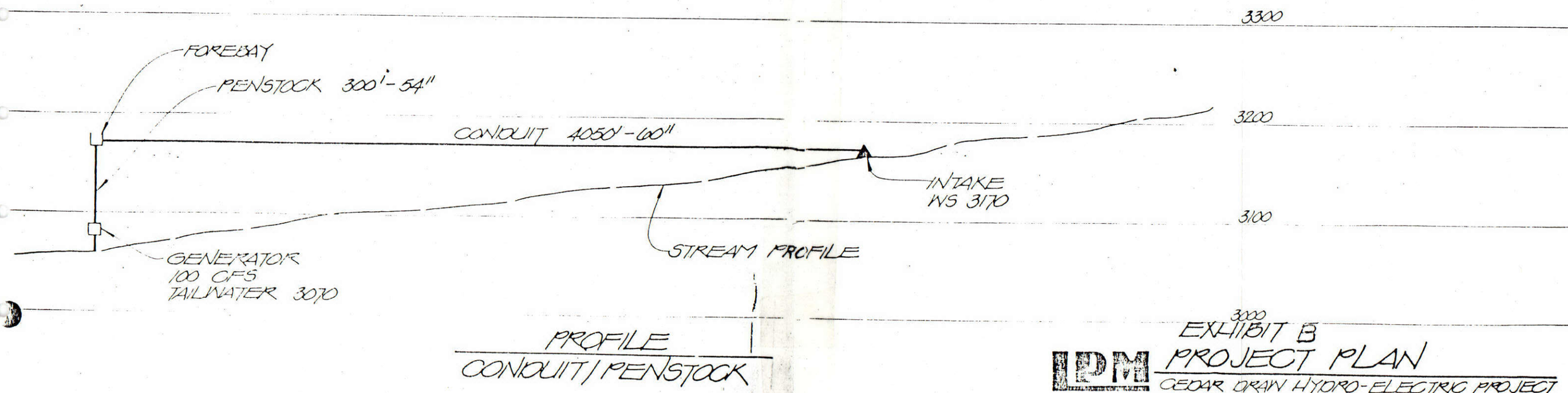
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO





PLAN
CONDUIT / PENSTOCK
1" = 500'

0 10 20 30 40 50



PROFILE
CONDUIT / PENSTOCK

EXHIBIT B
PROJECT PLAN
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

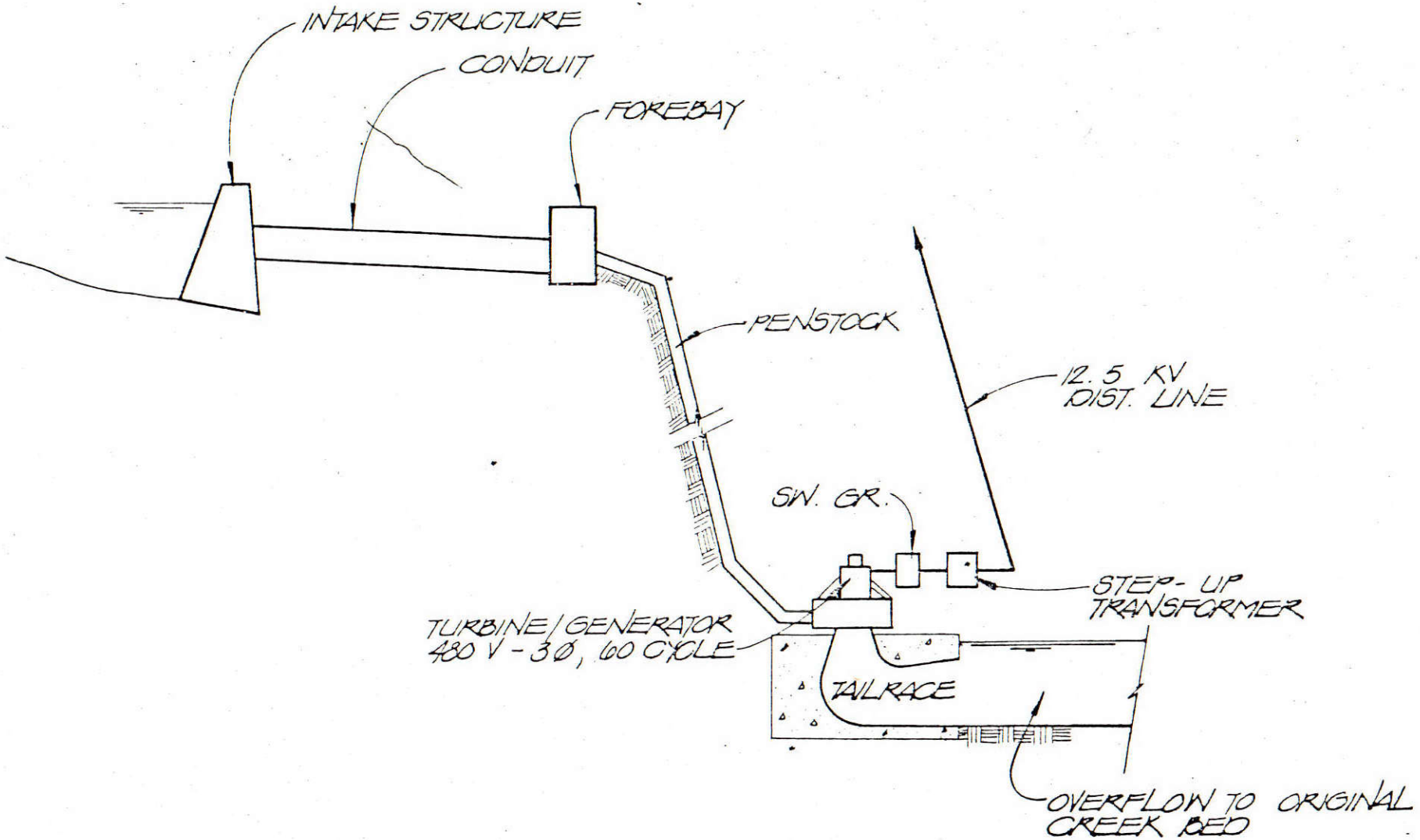
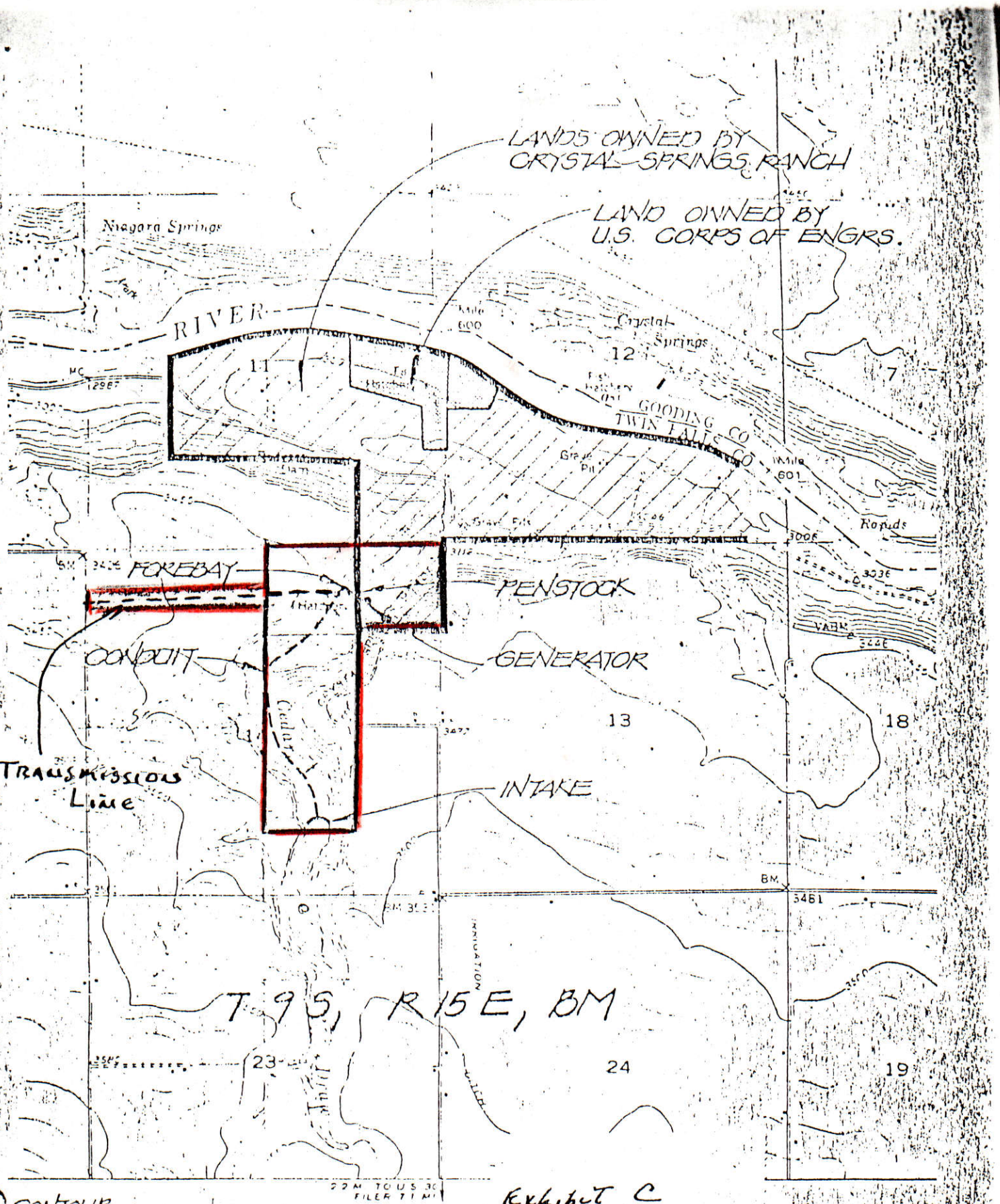


EXHIBIT B
PROJECT DETAILS

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

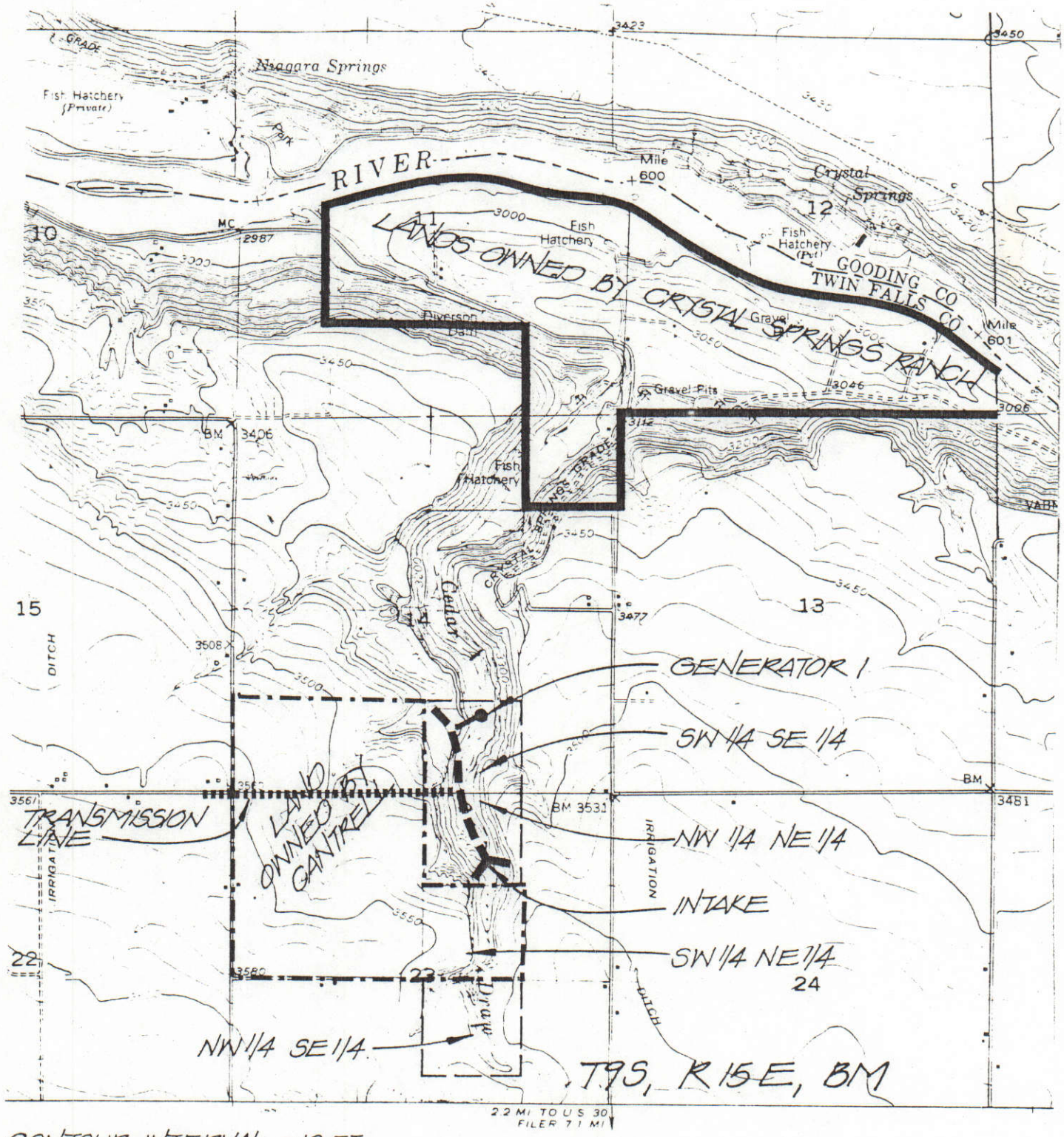


CONTOUR
INTERVAL = 10 FT.

Exhibit C

Project Boundary

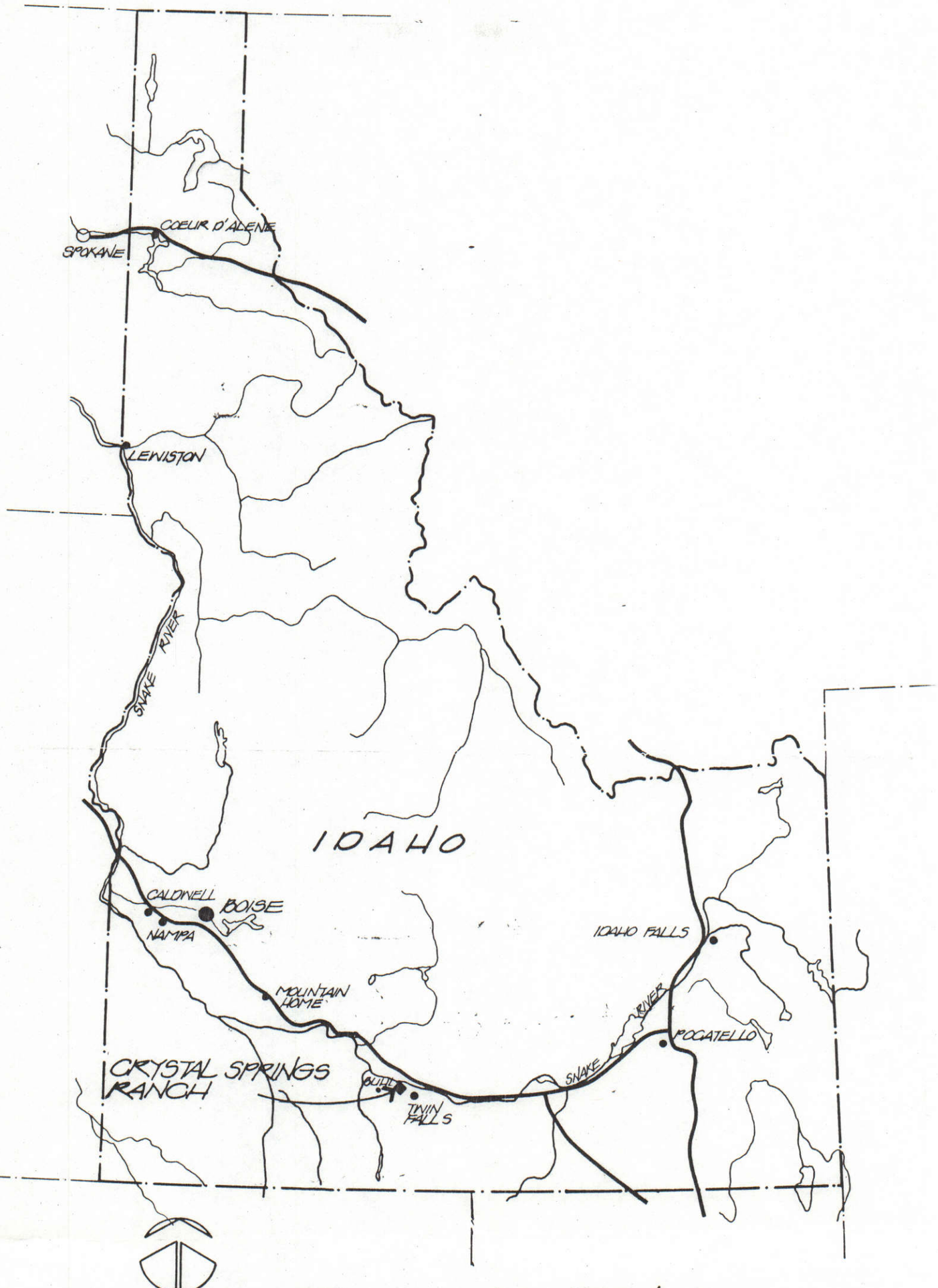
CEDAR DRAW HYDRO-ELECTRIC PROJEC
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



CONTOUR INTERVAL = 10 FT.

EXHIBIT A
VICINITY MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



LPM

LOCATION MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

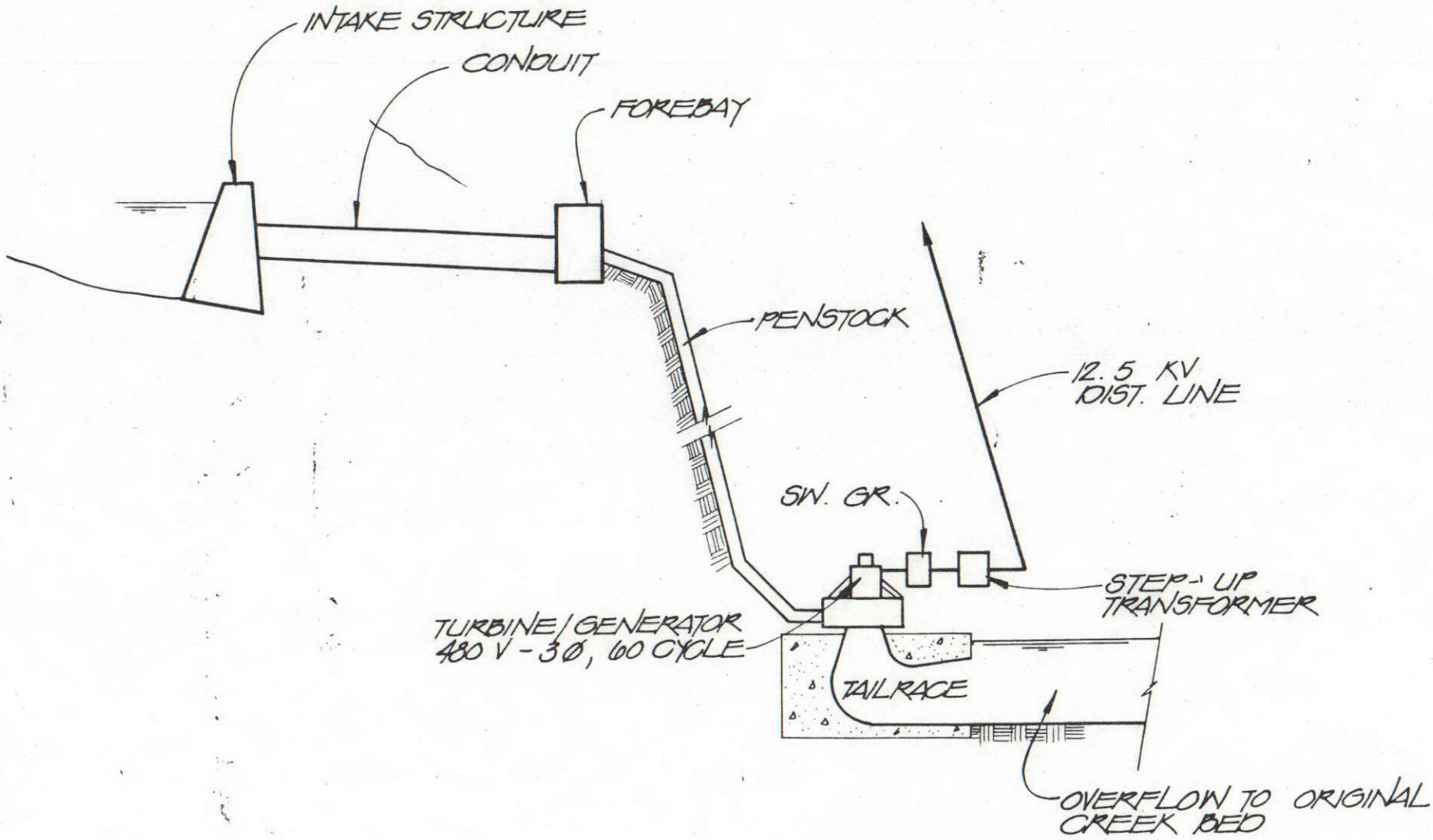
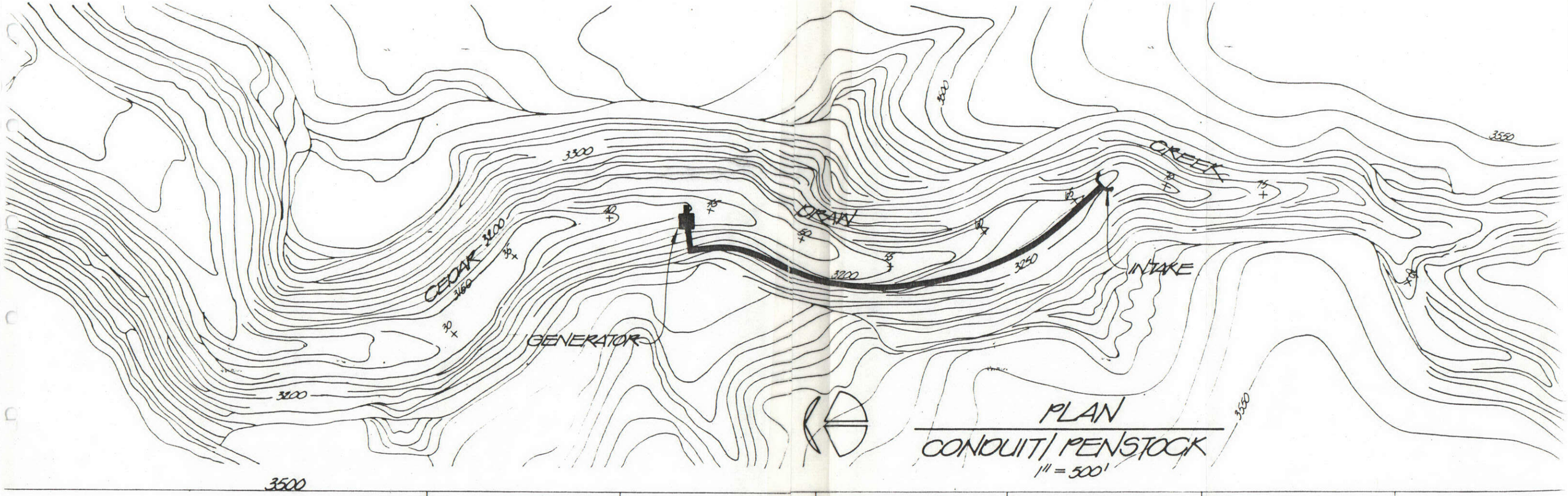
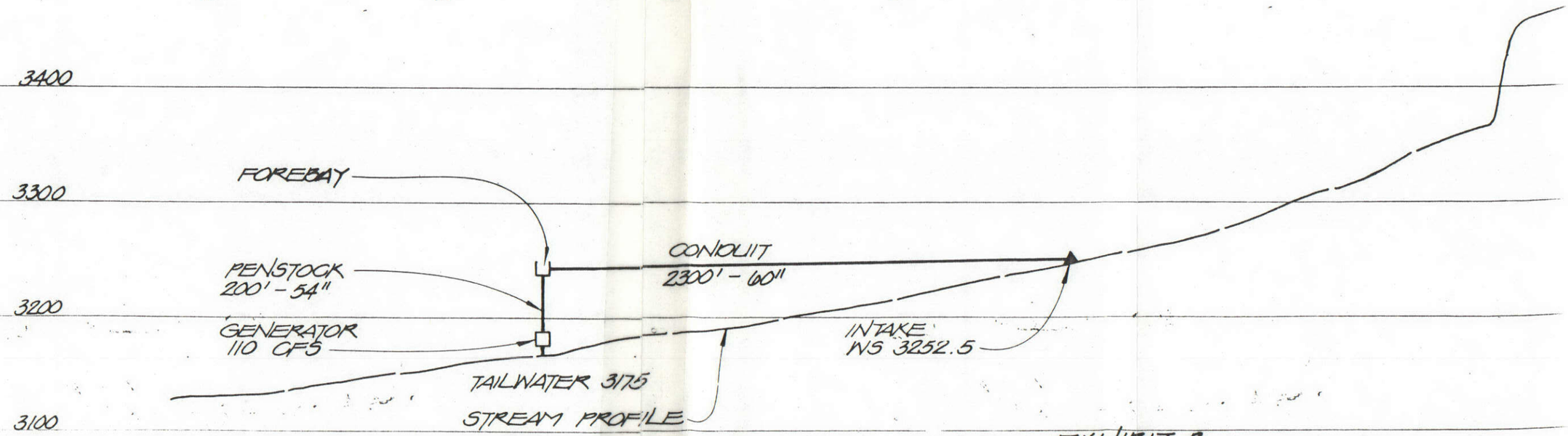


EXHIBIT B
PROJECT DETAILS

CEDAR DRAW HYDRO-ELECTRIC PROJECTS
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

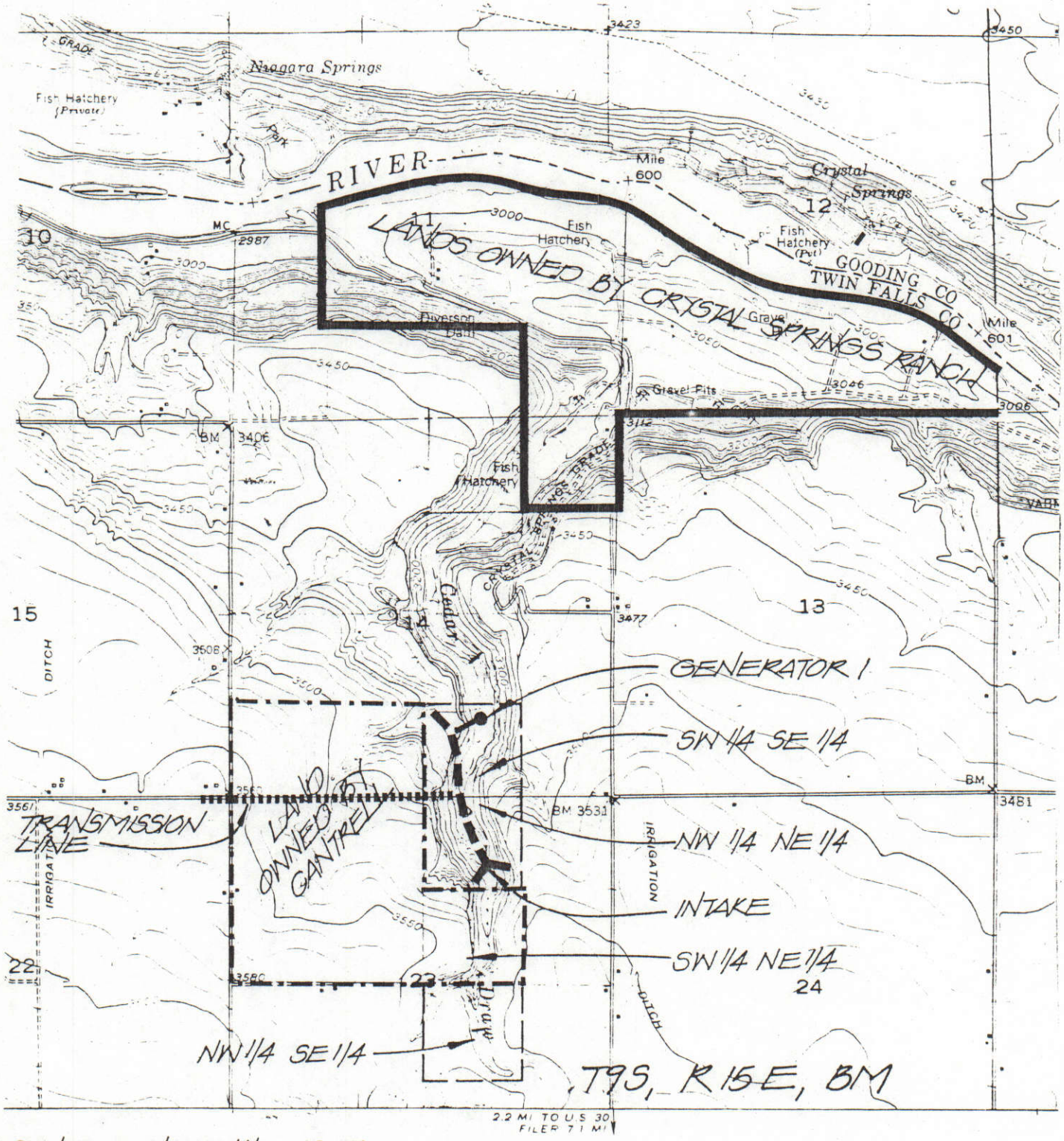


PLAN
CONDUIT/PENSTOCK
1" = 500'



PROFILE
CONDUIT/PENSTOCK

EXHIBIT B
PROJECT PLAN- ALTERNATE 1
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



CONTOUR INTERVAL = 10 FT.

EXHIBIT C

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
~~Original Application~~	~~47-07768~~	~~Cedar Draw Falls Generating Co.~~	~~110.0~~
~~Full Assignment~~	~~47-07768~~	~~Crystal Springs Hydroelectric Co.~~	~~110.0~~
~~Full Assignment~~	~~47-07768~~	~~First Interstate Bank of Idaho~~	~~110.0~~
~~Full Assignment~~	~~47-07768~~	~~First Security Bank of Idaho~~	~~110.0~~
Full Assignment	47-07768	Crystal Springs Hydroelectric L.P.	110.0

MAR 2 8 1995

07/94

For Office Use Only
$25.00 Filing Fee
Receipt # C032312
Date 3/15/95

State of Idaho
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 15 1995
Department of Water Resources

ASSIGNMENT OF PERMIT
To change the ownership of a permit

First Security Bank of Idaho, hereby assign to Crystal Springs Hydroelectric L.P.
(Permit Holder)
of 11225 SE 6th Ste 100, Bellevue, WA 98004 (206) 637-1251
(Full Address and Phone Number)

All my right, title, and interest in and to Permit No. 47-07768 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

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

Describe portion of the permit assigned listing the number of acres in each 40 acre subdivision, point of diversion location, and the amount of water in cubic feet per second.

N/A

Made this 15th day of March, 1995.

Representative of First Security Bank of Idaho — Title: Trust Officer

State of Idaho)
ss
County of Ada)

On this 15th day of March, 1995, personally appeared before me the signer of the above instrument, duly acknowledged to me that he/she/they executed the same.

SHELLEY WALTER KEEN NOTARY PUBLIC STATE OF IDAHO SEAL

Shelley Walter Keen
Notary Public

Shelley Walter Keen
Signature

My commission expires: July 31, 1997

MAR 28 1995

database updated 3/15/95 czy

Form 202
3/78

Ident. No. 47-7768

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED Accepted

AMENDED RECEIVED
DEC 20 1984
Department of Water Resources
Southern District Office

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9600

   Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

   Amount 110 (cfs ~~or acre-feet per annum~~) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 110 cubic feet per second and/or b. ____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

   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 ____ (Month/Day) to ____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
   a. If water is **not** for irrigation:
      (1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9S

      Range 15E B.M.

      (2) Amount of power to be generated: * horsepower under 267 feet of head. can produce 1991 kilowatts at 80% efficiency - kw ~~-*-See-Remark-(1)-**~~ 10/23/86

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

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

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

      AMENDED

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

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

Total number of acres to be irrigated _____

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

47-7767-**

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

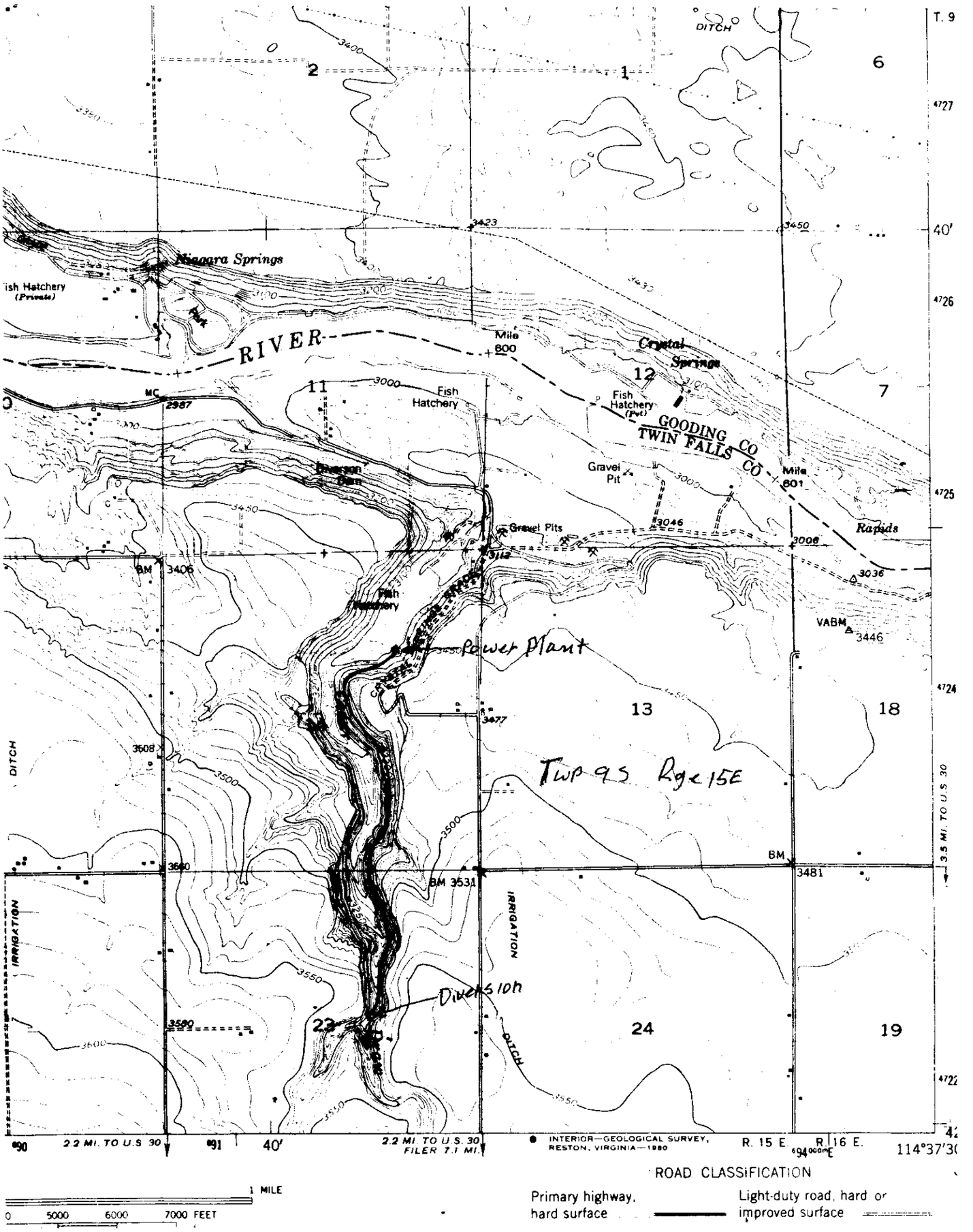
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Land at diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7767 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

** Application 47-7767 was relinquished on 10/24/1986 - kw 10/28/86

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.

Crystal Springs Hydroelectric Co.
By [illegible] its President
(Applicant)

Proposed Priority 11/10/81

original app. rec'd 11/10/1981 - $1275. - Receipt No. 20645

Received by mereya Date 12/20/84 Time 12:00 p

Preliminary check by ADM Fee $ 20.00 Amended Applic Fee

Receipted by mereya Date 1/3/85 # 35251

Publication prepared by mereya Date 1/3/85

Published in Times News Lewiston Morning Tribune, The Idaho Statesman, and the Post Register

Publication dates 1/10 & 1/17/85 11/07 & 11/14/1985

Publication approved mereya Date 1/9/85

Protests filed by: Idaho Dept. of Fish & Game - Withdrawn 7/22/85

Copies of protests forwarded by

Hearing held by Date

Recommended for (approval) denial by KH 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. 47-7768, 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 November 1, 19 91.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyler G. Clayton

Chief, Operations Bureau

MICROFILMED

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-7768

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Lyle G. Swayton

Chief, Operations Bureau

INTER-DEPARTMENT MEMO — 1

FROM Kay Walker

DATE January 8, 1986

TO Files 47-7767, 47-7768, 47-7672, and 47-7991

SUBJECT Mortgage Trust Indenture and Security Agreement

These water rights cannot be assigned by any party other than First Interstate Bank of Idaho, N.A. For further information regarding this matter, see correspondence of July 31, 1985 from Norm Young to Crystal Springs Hydroelectric Company.

MICROFILMED

SIGNATURE

State of Idaho

Department of Water Resources

RECEIVED

DEC 24 1984

Department of Water Resources
Southern Division Office

ASSIGNMENT OF PERMIT

I, Cedar Draw Falls Generating Co., hereby assign to Crystal Springs Hydroelectric Co.

of P.O. Box 1892 Twin Falls, Idaho 83301
Address

CHECK ONE

XXX
XXX All my right, title, and interest in and to Permit No. 47-7768 to appropriate the public waters of the State of Idaho.

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

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

Made this 22 day of Dec., 19 84.

L. R. Bylund
Permit Holder

Jan Bylund
Spouse of Permit Holder

State of ~~Idaho~~ Arizona)
) ss.
County of LaPaz)

On this 22nd day of December, 19 84, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

seal

Samantha Roper
Notary Public residing at
Parker, Arizona

My commission expires:
My Commission Expires Nov. 1, 1988

7/81

Iuent. No. 47-7767
47-7768
47-7991
47-8005

RECEIVED
NOV 5 1984
Department of Water Resources
Southern District Office

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

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

1. Individual Applicant or Individual Members of a Partnership:

I, Crystal Springs Hydroelectric Co., a General Partnership (name) of Twin Falls (city),

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

2. Corporation:

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

County of _____, State of Idaho, being duly sworn, depose and say: That I am the designated registered agent of the _____ (name of corporation): that as such I am in charge of the registered office of the said corporation as required by Section 30-1-42, Idaho Code, at _____ (city) Idaho, wherein are kept the corporate records required by Section 30-1-52, Idaho Code: and that _____ (name of corporation) is a corporation qualified to do business in the State of Idaho under the laws of the State of Idaho.

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

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

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

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

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

Crystal Springs Hydroelectric Co.,
A General Partnership
Thomas K. Hobbs
Applicant

State of Idaho)
County of TWIN FALLS) ss.

On this 2ND day of NOVEMBER, 19 84, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

KAYLYNNE HOLLIFIELD ABELS
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 8-23-86

MICROFILMED

Kaylynne Hollifield Abels
Notary Public residing at
TWIN FALLS, IDAHO

My commission expires:

Form 262
3/78

Ident. No. 47-7768

VOID - see amended application

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

RECEIVED
NOV 10 1981
Department of Water Resources
Southern Idaho District Office

1. Name of applicant Cedar Draw Falls Generating Company %Roy Bylund Phone (208) 326-4170
   Post office address P.O. Box 109, Buhl, Idaho 83316

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 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 110 cfs (cfs or acre-feet per annum) for power purposes from Jan. 1 to Dec. 31 (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated:

   a. 110 cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Penstock into single generating unit.

   b. Height of storage dam 5' feet, active reservoir capacity none acre-feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
   Period of year when water will be diverted to storage _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
   a. If water is not for irrigation:
      (1) Give the place of use of water: NW ¼ of NE ¼ of Section 23 Township 9 S.
      Range 15 E. B.M.
      (2) Amount of power to be generated: 1500 horsepower under 120 feet of head.
      (3) List number of each kind of livestock to be watered _____
      (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
      (5) If water is to be used for other purposes describe: Hydro-power generation. Power generated will be sold to Idaho Power Company.

APPROVED

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

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

Total number of acres to be irrigated _____

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

9. a. Who owns the property at the point of diversion * Estate of Asher B. Wilson ~~Cantrell~~

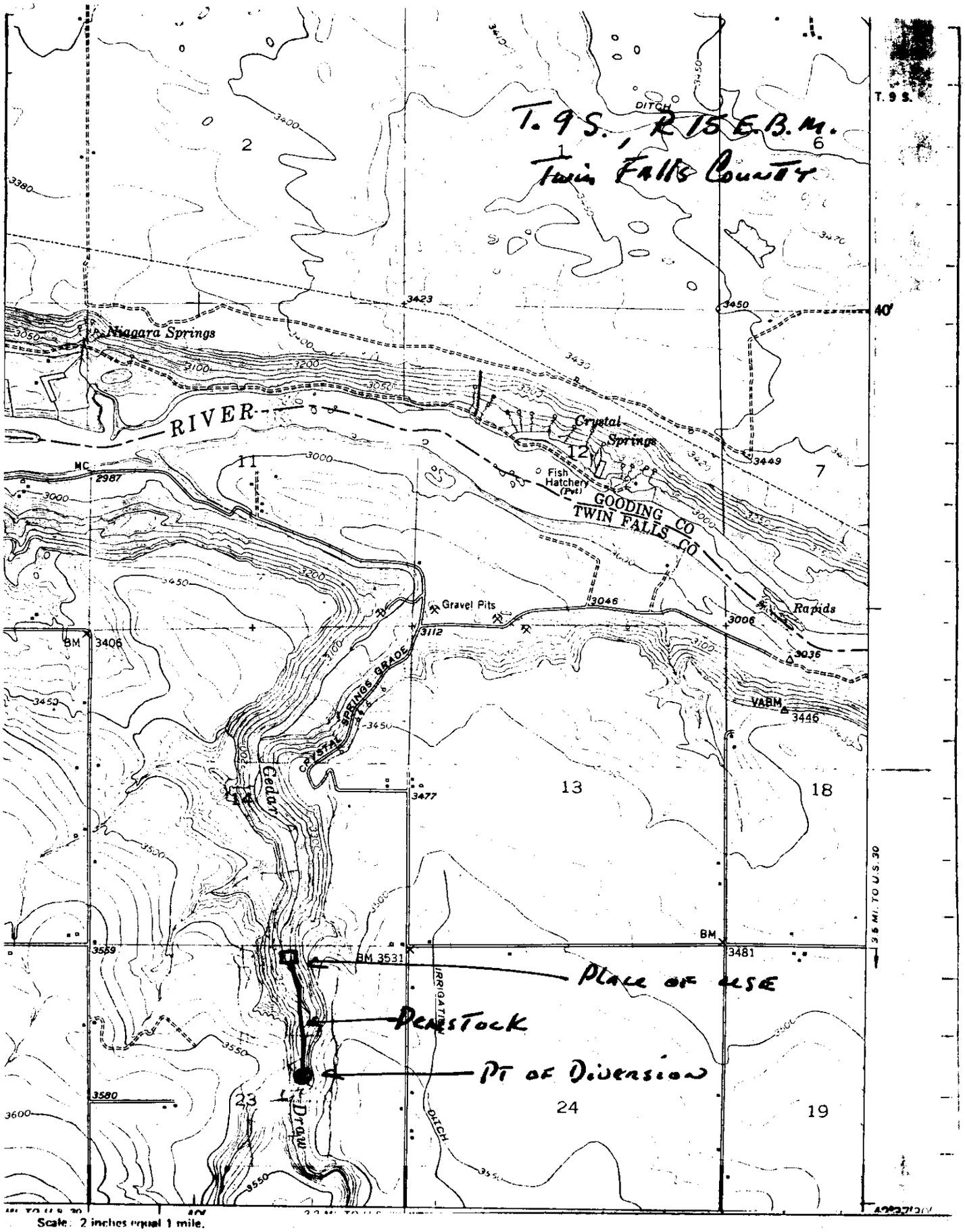
b. Who owns the land to be irrigated or place of use " ~~Cantrell~~

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing ~~Applicant has secured an agreement for use of property at point of diversion and place of use.~~ * None at this time

* Per phone conversatiion w/John Rosholt 11-12-81

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.

CEDAR DRAW FALLS GENERATING COMPANY

L.R. Bylund (Applicant)
President

Received by maryo Date 11/10/81 Time 4:30 p

Preliminary check by JB Fee $ 1275.00 # 20645

Receipted by maryo Date 11/10/81

Publication prepared by maryo Date 11/19/81

Published in Times News

Publication dates 11/26 & 12/3/81

Publication approved maryo Date 11/24/81

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other: _____

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

_____
Director

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7991
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Pt: SWNE Sec 23 T 09S R 15E
Use: POWER (40.00 CFS)
In: SWNE Sec 14 T 09S R 15E

47-7767
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15E SWNE Sec 14 T 09S R 15E (REDIVERSION)
TWIN FALLS Co:
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWSE SWNE Sec 14 T 09S R 15E
Diversion Means: Livestock Into Single Operating Unit

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E
TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: SWNE Sec 23 T 09S R 15E
Diversion Means: Livestock Into Single Operating Unit

Protests must be filed with the Department of Water Resources, Southern Region, 1341 Blue Lakes Boulevard North, Twin Falls, ID 83301 on or before December 25, 1985. Thursday, December 7, and

Affidavit of Publication

STATE OF IDAHO,)
COUNTY OF TWIN FALLS) ss.

No 15637

I, Linda Capps McGuire 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 November 7, 1985, and ending with the issue dated November 14, 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 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.

Linda Capps McGuire

Subscribed and sworn to before me on this 15 day of November, 19 85.

Diana Bruse

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

RECEIVED
NOV 22 1985
Department of Water Resources
Southern Idaho Area

RIBUNE PUBLISHING COMPANY, INC.
The Lewiston Morning Tribune
505 C St., P.O. Box 957
Lewiston, Idaho 83501
(208) 743-9411

Date 111485 INVOICE No. L00061157

Account No. 42562

Description 61157NOTIC

Times 2 Lines 66

Tab Lines

LEGAL ADVERTISING
INVOICE

LD TO: STATE OF IDAHO
DEPT. OF WATER RESOURCES1
041 BLUE LAKES BLVD. NO.
TWIN FALLS
ID 83301

$ 57.75

NOTICE:This is an invoice of Purchase made by you. Statement will be rendered the first of the month.
Please Retain This Invoice as Your Statement Will Refer To Invoice by No. Only.

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7991
CRYSTAL SPRINGS HYDRO-ELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Point: SWNE Sec 23 T 09S R 15E
Use: POWER (40.00 CFS)
In SWNE Sec 14 T 09S R 15E

47-7767
CRYSTAL SPRINGS HYDROE-LECTROC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15 E SWNE
Sec 14 T 09S R 15E (REDIVER-SION), TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

47-7968
CRYSTAL SPRINGS HYDRO-ELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NENE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

Protests must be filed with the Director, Department of Water Resources, Southern Region, 801 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

RECEIVED
NOV 20 1985
Department of Water Resources
Southern District Office

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, ss.
County of Nez Perce

S. L. Stone, being duly sworn, deposes and says, I am the Legal Clerk of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, publishers of the LEWISTON MORNING TRIBUNE, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Morning Tribune is an established paper and has been published regularly and issued regularly at least once a day for more than 21 consecutive years next immediately preceding the first publication of this notice, and has been so published uninterrupted for said period; that the

NOTICE OF APPLICATION FOR WATER RIGHT

attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, 2 time(s). Publication being on 110785, or once a week for two consecutive weeks, the first publication thereof being on the 110785, and the last publication thereof being on the 111485, and said NOTICE OF APPLICATION FOR WATER RIGHT was so published in the regular and entire issue of said newspaper and not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

S. L. Stone

SUBSCRIBED AND SWORN BEFORE ME THIS THE 18 day of November 1985

Sherrill M. Lantz

Notary Public in and for the State of Idaho, residing at Lewiston, therein.

Weekly Insertion

Company Name ID Dept. of Water Resources
Account Number 100632 (Southern Reg.)
Cost: $ 54.09

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

Laura Gay Barnes, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto; that said notice was published in The Idaho Statesman in conformity with Section 60-108, Idaho Code as amended, for Two (2) consecutive weekly insertions, beginning with the issue of

November 7, 1985, and ending

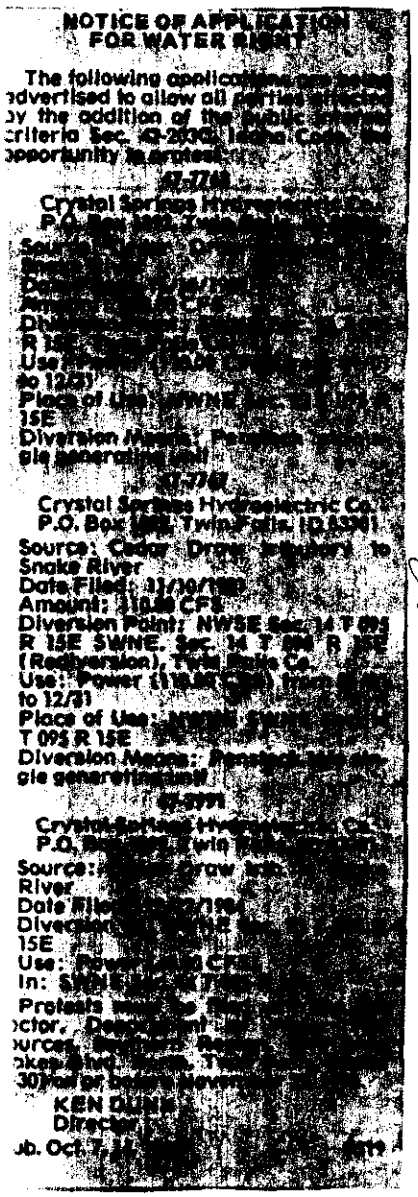
with the issue of November 14, 1985.

Laura Gay Barnes

Subscribed and sworn to before me this 14th

day of November, 1985.

Notary Public for Idaho, Residing at Boise, Idaho.



NOTICE OF APPLICATION FOR WATER RIGHT

The following applications are being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code, the opportunity to protest.

Crystal Springs Hydroelectric Co.
P.O. Box [illegible] Twin Falls, ID 83301
Source: Cedar Draw tributary to Snake River
Date Filed: 11/10/[illegible]
Amount: [illegible] CFS
Diversion Point: NWSE Sec. 14 T 09S R 15E SWNE Sec. 14 T 09S R 15E (Redistribution), Twin Falls Co.
Use: Power ([illegible] CFS) from [illegible] to 12/31
Place of Use: [illegible] T 09S R 15E
Diversion Means: [illegible] gle generating unit

Crystal Springs Hydroelectric Co.
P.O. Box [illegible] Twin Falls, ID 83301
Source: [illegible] Draw trib. to Snake River
Date Filed: [illegible]
Diversion [illegible] 15E
Use: Power [illegible] CFS
In: [illegible]
Protests [illegible]
Director, Department of Water Resources
[illegible] Blvd., Twin Falls, ID 83301 [illegible]

KEN DUNN
Director

Pub. Oct. 7, [illegible]

RECEIVED
[illegible]
Department of Water Resources
Southern District Office

Proof of Publication

The Post-Register

State of Idaho,
County of Bonneville } ss.

I, J. Robb Brady, first being duly sworn, depose and say: That I am the Principal Clerk of The Post Company, a corporation of Idaho Falls, Bonneville County, Idaho, publishers of The Post-Register, a newspaper of general circulation, published daily, except Saturday, at Idaho Falls, Idaho; said Post-Register being a consolidation of the Idaho Falls Times, established in the year 1890, The Idaho Register, established in the year 1880 and the Idaho Falls Post, established in 1903, such consolidation being made on the 1st day of November, 1931, and each of said newspapers having been published continuously and uninterruptedly, prior to consolidation, for more than seventy-eighty (78) weeks and said Post-Register having been published continuously and uninterruptedly from the date of such consolidation, up to and including the last publication of notice hereinafter referred to.

That the notice, of which a copy is hereto attached and made a part of this affidavit, was published in said Post-Register for two consecutive weeks, first publication having been made on the 7th day of November, 1985, last publication having been made on the 14th day of November, 1985, and that the said notice was published in the regular and entire issue of said paper on the respective dates of publication, and that such notice was published in the newspaper and not in a supplement.

J. Robb Brady

Subscribed and sworn to before me, this 15th day of November, 1985

Notary Public

My commission expires September 30, 1988

B10, 1M,

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

47-7767
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW trib. to SNAKE RIVER
Date Filed: 12/27/1984
Diversion Pt: SWNE Sec 23 T 09S R 15E
Use: POWER (80.00 CFS)
Pl: SWNE Sec 14 T 09S R 15E

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892 TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: NWSE Sec 14 T 09S R 15E
SWNE Sec 14 T 09S R 15E (REDIVERSION)
TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE SWNE Sec 14 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. BOX 1892 TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT
Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

A. KENNETH DINNIE
Director

Published: November 7, 14, 1985

RECEIVED
NOV 18 1985
Department of Water Resources
Southern District Office

AMENDED

NOTICE OF AMENDED APPLICATION FOR PERMIT

NO. 47-7768

Notice is hereby given that Application for Permit No. 47-7768 in the name of Crystal Springs Hydroelectric Co., of Twin Falls, Idaho has been amended to read as follows:

Priority Date: November 10, 1981

Source: Cedar Draw tributary of Snake River

Amount: 110 cfs

Diversion Point: SW¼NE¼, Sec. 23, T8S, R16E, B.M., Twin Falls County

Use: Power [illegible] January 1 to December 31

Place of Use: SW¼NE¼, Sec. 14, T8S, R16E, B.M.

Any protest against the granting of this amended application must be filed with the Director of Water Resources, 1041 [illegible] Blvd. North, Twin Falls, Idaho, 83301 and received on or before January 28, 1985.

A. KENNETH DUNN
Director

PUBLISH: Thursdays, January 10, and 17, 1985.

Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

№ 14679

I, Linda Capps McGuire being first duly sworn upon oath, depose and say that I am Prin. 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 January 10, 1985, and ending with the issue dated January 17, 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.

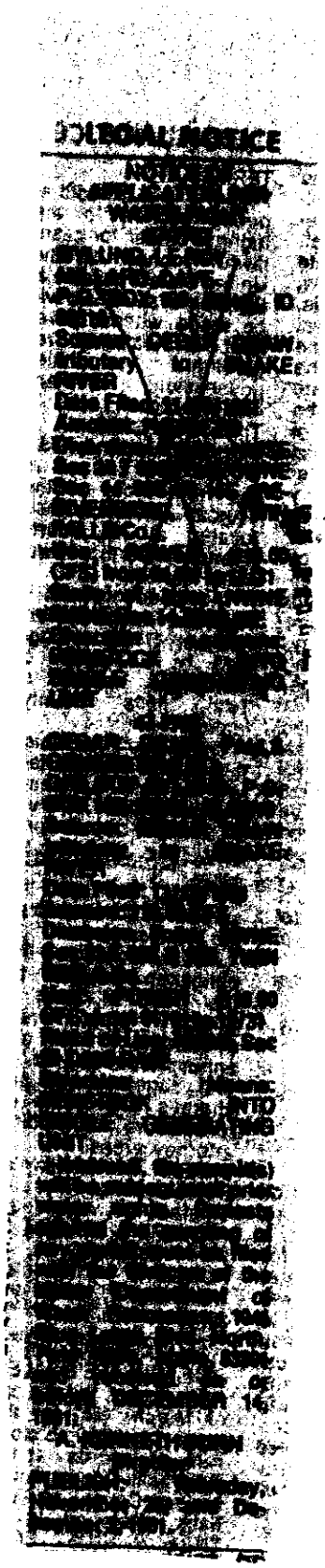
Linda Capps McGuire

Subscribed and sworn to before me on this 17 day of January, 1985.

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

FEB 1 1985

Dept. of Water Resources



Affidavit of Publication

STATE OF IDAHO, }
COUNTY OF TWIN FALLS } ss.

No 10917

I, N. Anderson being first duly sworn upon oath, depose and say that I am prin. 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 2 consecutive weeks, commencing with the issue dated November 26, 1981, and ending with the issue dated December 3, 1981.

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 [illegible] newspapers, and in each issue thereof, Thursday is announced as the day on which said notices will be published.

N. Anderson

Subscribed and sworn to before me on this [illegible] day of December, 1981.

Goldie L. Farnsworth

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

Department of Public Lands
Southern District Office
JAN 1982
RECEIVED

FERC ¶ 62,015

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric, L.P.) Project No. 8278-019

ORDER APPROVING REVISED EXHIBITS A, F, AND G
(Issued January 13, 1997)

On November 7, 1996, Crystal Springs Hydroelectric, L.P. (licensee) filed revised exhibits A, F, and G to reflect the changes made to the Cedar Draw Creek Project located on Cedar Draw Creek in Twin Falls County, Idaho. The exhibits were filed in accordance with a September 10, 1996, Order Amending License and Revising Annual Charges. 1/

The licensee made modifications to the Cedar Draw Creek Project to improve project operations and fish and wildlife resources. These modifications included, 1) the replacement of the Unit No. 3 fixed-flow turbine with an impulse type, variable flow unit; 2) a reduction in minimum flow requirements from 25 cfs to 10 cfs; and 3) the replacement of 1/4 inch fish screens with 3/8 inch screens.

The revised exhibits A, F, and G conform to the Commission's rules and regulations.

The Director orders:

(A) The revised exhibit A filed on November 7, 1996, conforms to the Commission's rules and regulations and is approved and made part of the license. The revised exhibit A supersedes, in part, the current exhibit A.

(B) The revised exhibit F and G drawings filed on November 7, 1996, are approved. The drawings are made part of the license and numbered as follows:

EXHIBIT	FERC NO.	TITLE	SUPERSEDED/ DELETED
G-3A	8278-23	Project Boundary Map	8278-1
G-3	8278-24	Project Boundary Map	8278-1
G-4	8278-25	Project Boundary Map	8278-1
G-5	8278-26	Project Boundary Map	8278-1
G-6	8278-27	Project Boundary Map	8278-1

1/ 76 F.E.R.C. ¶62,175.

File ✓ 47-7991 47-7768

F-7	8278-28	Diversion Structure Plan and Details	8278-14
F-8	8278-29	Diversion Structure Elevation and Sections	8278-15
F-11	8278-30	Powerhouse Floor Plan	8278-17

(C) The superseded exhibit F and G drawings are eliminated from the license.

(D) Within 90 days of the issuance date of this order, the licensee shall file three sets of aperture cards of the approved drawings. The aperture cards should be reproduced on silver microfilm. All microfilm should be mounted on a Type D (3 1/4" x 7 3/8") aperture card.

Prior to microfilming, the FERC Drawing Number (8278-23 through 8278-30) shall be shown in the margin below the title block of the approved drawings. After mounting, the FERC Drawing Number should be typed in the upper right corner of each aperture card. Additionally, the Project Number, FERC Exhibits (G-3A through F-11), drawing title, and date of this order should be typed on the upper left corner of each aperture card. See Figure 1.

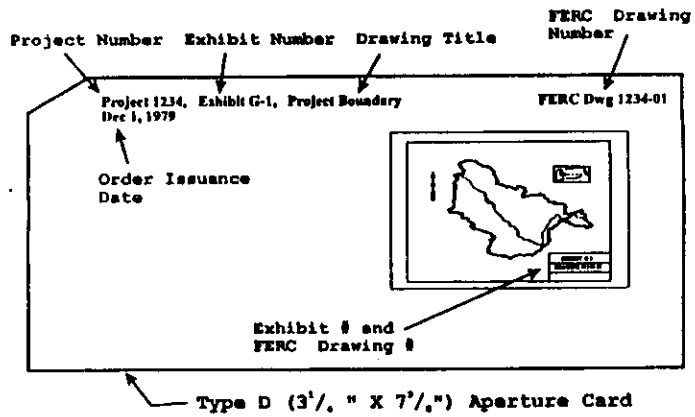


Figure 1. Sample Aperture Card Format

RECEIVED
JAN 17 1997
Department of Water Resources

FERC ¶ 62,015

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric, L.P.) Project No. 8278-019

ORDER APPROVING REVISED EXHIBITS A, F, AND G
(Issued January 13, 1997)

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The licensee made modifications to the Cedar Draw Creek Project to improve project operations and fish and wildlife resources. These modifications included, 1) the replacement of the Unit No. 3 fixed-flow turbine with an impulse type, variable flow unit; 2) a reduction in minimum flow requirements from 25 cfs to 10 cfs; and 3) the replacement of 1/4 inch fish screens with 3/8 inch screens.

The revised exhibits A, F, and G conform to the Commission's rules and regulations.

The Director orders:

(A) The revised exhibit A filed on November 7, 1996, conforms to the Commission's rules and regulations and is approved and made part of the license. The revised exhibit A supersedes, in part, the current exhibit A.

(B) The revised exhibit F and G drawings filed on November 7, 1996, are approved. The drawings are made part of the license and numbered as follows:

EXHIBIT	FERC NO.	TITLE	SUPERSEDED/ DELETED
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G-6	8278-27	Project Boundary Map	8278-1

1/ 76 F.E.R.C. ¶62,175.

F-7	8278-28	Diversion Structure Plan and Details	8278-14
F-8	8278-29	Diversion Structure Elevation and Sections	8278-15
F-11	8278-30	Powerhouse Floor Plan	8278-17

(C) The superseded exhibit F and G drawings are eliminated from the license.

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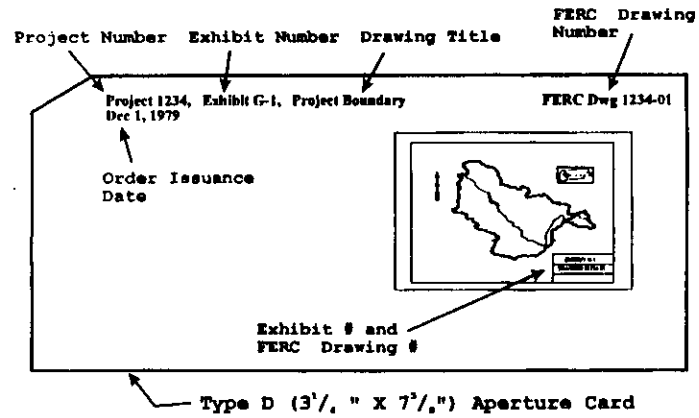


Figure 1. Sample Aperture Card Format

RECEIVED
JAN 17 1997
Department of Water Resources

RECEIVED
JAN 17 1997
Department of Water Resources

File 47-7991
47-7768

RECEIVED
SEP 2 6 1996
Department of Water Resources

BILLING CODE 6717-01-M

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric Limited Partnership	)	Project No. 8278-015, 8278-016 and 8278-017

NOTICE OF AVAILABILITY OF ENVIRONMENTAL ASSESSMENT

(September 10, 1996)

An environmental assessment (EA) is available for public review. The EA reviews an application to amend the license for the Cedar Draw Creek Project located on Cedar Draw Creek in Twin Falls County, Idaho. The license would be amended to: 1) allow the replacement of Unit No. 3 turbine with a new turbine which would reduce the project's total installed capacity from 2,914 kW to 2,878 kW; 2) reduce the minimum flow requirement from 25 cubic feet per second (cfs) to 10 cfs; and 3) replace ¼ inch screens with ⅜ inch screens. The EA concluded that approving the installation of the variable flow turbine, reduction of the minimum flow requirement and increasing the mesh size of the fish screens would not constitute a major federal action significantly affecting the quality of the human environment.

The EA was written by staff in the Office of Hydropower Licensing, Federal Energy Regulatory Commission. Copies of the EA can be obtained by calling the Commission's Public Reference Room at (202) 208-1371.

Lois D. Cashell
Secretary

DC-A-8

ENVIRONMENTAL ASSESSMENT
AMENDMENT OF LICENSE

Cedar Draw Creek Hydroelectric Project
FERC Project No. 8278

Federal Energy Regulatory Commission
Office of Hydropower Licensing
Division of Project Compliance and Administration
888 First Street NE
Washington, D.C. 20426

September 1996

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

NOTICE OF REQUEST FOR AMENDMENT OF PROJECT LICENSE

(April 16, 1996)

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

a. Type of Application: Request for Amendment of Project License

b. Project No: 8278

c. Date Filed: March 18, 1996

d. Applicant: Crystal Springs Hydroelectric, L.P.

e. Name of Project: Cedar Draw Creek Project

f. Location: On Cedar Draw Creek in Twin Falls County, Idaho

g. File Pursuant to: Federal Power Act, 16 U.S.C. §791(a)-825(r)

h. Applicant Contact: Dell Keehn
11225 S.E. 6th, Suite 100
Bellevue, Washington 98004
(206) 453-0500

i. FERC Contact: Thomas LoVullo, (202) 219-1168

j. Comment Date: May 23, 1996

k. Description of Amendments: (1) Crystal Springs Hydroelectric, L.P. (licensee) requested to install a variable flow turbine (multiple jet, impulse type) in place of one of the project's four fixed-flow turbines. The licensee stated that installation of the variable flow turbine would slightly reduce the generation capacity of the project (from 2,924 kilowatts (kW) to 2,751 kW) but would provide better control and management of water resources. The plant controls would be modified to allow smooth and continuous adjustment of powerhouse flows from a minimum of 5 cubic feet per second (cfs) to a maximum flow of 148 cfs.

The licensee's second amendment request concerned a reduction in the minimum flow requirement from 25 cfs to 10 cfs. The licensee stated that a reduction in the minimum flow would be more comparable with the upstream project's

requirement of passing 5 cfs. The licensee stated that the installation of the new turbine equipment would provide more stable flows through the bypass reach of Cedar Draw. With a stabilized flow, stream bank vegetation would be enhanced, stream bank erosion reduced, water quality improved and possibly the food supply for fish improved. Further, the licensee proposed to mitigate for the reduction in the minimum flow by installing two fish ladders at two man-made barriers in Cedar Draw. The fish ladders would provide approximately 3.2 miles of additional habitat in Cedar Draw by allowing fish passage from the Snake River.

l: This notice also consists of the following standard paragraphs: B, C1, and D2.

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

C1. Filing and Service of Responsive Documents -- Any filings must bear in all capital letters the title "COMMENTS", "RECOMMENDATIONS FOR TERMS AND CONDITIONS", "PROTEST", OR "MOTION TO INTERVENE", as applicable, and the Project Number of the particular application to which the filing refers. Any of the above-named documents must be filed by providing the original and the number of copies provided by the Commission's regulations to: The Secretary, Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426. A copy of any motion to intervene must also be served upon each representative of the Applicant specified in the particular application.

D2. Agency Comments -- Federal, state, and local agencies are invited to file comments on the described application. A copy of the application may be obtained by agencies directly from the Applicant. If an agency does not file comments within the time specified for filing comments, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

Lois D. Cashell
Secretary

RECEIVED
APR 19 1996
Department of Water Resources

EBERLE, BERLIN, KADING, TURNBOW & MCKLVEEN,
CHARTERED
ATTORNEYS AND COUNSELORS AT LAW
CAPITOL PARK PLAZA
300 NORTH SIXTH STREET
POST OFFICE BOX 1368
BOISE, IDAHO 83701

THOMAS R. LINVILLE

TELEPHONE
(208) 344-8535

FACSIMILE
(208) 344-8542

JAMES L. BERLIN
OF COUNSEL

T. H. EBERLE (1922-1977)

June 22, 1995

RECEIVED
JUN 23 1995
Department of Water Resources

Mr. Jim Johnson
Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720

RE: Crystal Springs Hydroelectric Project
Water Right No.s 47-07768, 47-07991, 47-08005, and 47-8009

Dear Jim:

In furtherance of our telephone conversation on June 21, 1995, enclosed please find the following regarding the above-referenced project:

1. Letter dated March 1, 1995, from Crystal Springs Ranch G Limited Partnership to the Idaho Department of Water Resources (and one copy).

2. Copy of Collateral Assignment of Water Rights.

It is our understanding that the Idaho Department of Water Resources ("IDWR") is now willing to sign the above March 1, 1995, letter to evidence compliance with Idaho Code § 42-207. Please have the Director of the IDWR signify his acknowledgement by executing the copy of the March 1, 1995, letter and return it to our office at your earliest convenience.

Please do not hesitate to call if you have any questions. Thanks, Jim.

Very truly yours,

Thomas R. Linville

TRL:ch

Enclosures

cc: David R. Millard

CRYSTAL SPRINGS RANCH G LIMITED PARTNERSHIP

20924 S.E. 213th Street
Maple Valley, Washington 98038

Telephone (206) 432-5772
Facsimile (206) 432-5775

March 1, 1995

RECEIVED
APR 0 4 1995
Department of Water Resources

Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720

RE: Crystal Springs Hydroelectric Project
Water Right No.s 47-07768, 47-07991, 47-08005, and 47-8009

Gentlemen:

Crystal Springs Hydroelectric Company, an Idaho general partnership, ("Seller") has conveyed all its right, title, and interest in and to the Crystal Springs Hydroelectric Project located in Twin Falls County, Idaho (the "Project") to Crystal Springs Hydroelectric, L.P., a Washington limited partnership ("Buyer"). The Project is located upon certain real property (the "Real Property") owned by Crystal Springs Ranch G Limited Partnership, an Idaho limited partnership ("Lessor"). Lessor will agree to lease the Real Property to Buyer, subject to the terms of an Amended Lease Agreement (the "Lease") to be entered into by and between Lessor and Buyer, as lessee thereunder.

The Lease is to be secured by, among other things, a Collateral Assignment of Water Rights, pursuant to which Buyer is collaterally assigning to Lessor the following water rights obtained from the Idaho Department of Water Resources (the "Department"): Water Right No.s 47-07768, 47-07991, 47-08005, and 47-8009, and all other applications, permits, licenses, and water rights related to the Project (collectively the "Water Rights"). A fully executed and acknowledged copy of the Collateral Assignment of Water Rights is enclosed with this letter for filing with the Department pursuant to the requirements of § 42-207 of the Idaho Code.

Please have the Director of the Department acknowledge the filing of the enclosed Collateral Assignment of Water Rights with the Department, pursuant to Idaho Code § 42-207 and return an executed copy of this letter to our counsel at the following address:

Thomas R. Linville, Esq.
Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered
P.O. Box 1368
Boise, Idaho 83701-1368

Also, please advise us, in writing, if any additional proof of compliance with Idaho Code §§ 42-206 and 42-207 will be necessary.

We sincerely appreciate your assistance and cooperation in this matter.

Very truly yours,

Crystal Springs Ranch G Limited Partnership
By Crystal Springs Ranch, L.L.C.
Its General Partner

By _____
Name: David R. Millard
Its: Managing Member

Compliance with Idaho Code §§ 42-206 and 42-207 is hereby acknowledged this _____ day of _____, 1995.

_____
Director of the State of Idaho
Department of Water Resources

9-54929

COLLATERAL ASSIGNMENT OF WATER RIGHTS

This Collateral Assignment of Water Rights (hereinafter called the "Assignment"), dated as of March 1, 1995, is hereby entered into by **CRYSTAL SPRINGS HYDROELECTRIC, L.P.**, a Washington limited partnership qualified to do business in and under the laws of the State of Idaho, with its principal office located at 11225 S.E. Sixth, Bellevue, Washington 98004 (hereinafter called the "Assignor"); and **CRYSTAL SPRINGS RANCH, LIMITED PARTNERSHIP**, an Idaho limited partnership, with its office located at 20924 S.E. 213th Street, Maple Valley, Washington 98038 (hereinafter called the "Assignee").

R E C I T A L S:

A. Assignor owns water rights relating to the Crystal Springs Hydroelectric Project located in the County of Twin Falls, State of Idaho (the "Project") pursuant to Water Right No.s 47-07768, 47-07991, 47-08005 and 47-8009, copies of which are attached hereto as Exhibit "A", together with all other applications, permits, licenses and water rights of the Assignor related to the Project issued by the Department of Water Resources of the State of Idaho (the "Department"), and all amendments, modifications and supplements thereof, together with all additions or replacements thereto (collectively the "Water Rights"). The Project is located on the real property described in Exhibit "B" attached hereto.

B. Assignee is the owner of certain real property upon which the Project is located (the "Real Property"). Assignee will agree to lease the Real Property to Assignor, subject to the terms of an Amended Lease Agreement (the "Lease") to be entered into in writing by and between Assignee (as lessor) and Assignor (as lessee). The Lease is to be secured by, among other things, this Assignment.

C. As a condition to entering into the Lease, and as additional security therefor, Assignee requires that this Assignment be duly executed by Assignor and delivered to Assignee for filing with the Department.

AGREEMENT

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

1. Assignor hereby represents and warrants to the Assignee, that:

(a) The Recitals are true and correct;

(b) Assignor is the lawful owner of the rights and interests granted by the Water Rights, the Water Rights are in full force and effect and have not been amended or modified and the Assignor has not transferred, assigned or conveyed or granted a security interest in its rights and interests under the Water Rights; and

(c) Assignor is a Washington limited partnership qualified to do business in and under the laws of the state of Idaho, whose sole general partner is Gateway Energy, Inc., a Washington corporation in good standing and duly organized under the laws of the State of Washington.

2. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Water Rights and all amendments and supplements thereto. Such assignment is made as collateral security for the payment of all of the obligations of the Assignor to the Assignee arising under the Lease, including but not limited to the rents and other payments due under the Lease. Assignor also hereby grants a security interest to Assignee in the Water Rights and all amendments and supplements thereto.

3. This Assignment is an assignment for security purposes and, as such, Assignor covenants and agrees to faithfully perform, observe and comply with all obligations of the Assignor under the Water Rights and with all limitations and conditions imposed under the Water Rights, as if this Assignment had not been made. Assignee shall not be deemed in any manner to have assumed such obligations under or with respect to the Water Rights, unless and until the Assignee has given Assignor written notice that the Assignee has affirmatively assumed such obligations as the result of an event of default existing under the Lease (a "Default") and the enforcement of the rights and remedies of the Assignee under this Assignment.

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

5. Upon the occurrence of any Default, the Assignee may, without notice or demand and with or without entry upon the site of the Project, at its option, take over and enjoy the benefits of the Water Rights to the same extent as Assignor might do. The exercise of such right by the Assignee shall not affect any of the rights or remedies of the Assignee under any other instrument securing payment of the obligations under the Lease. In addition, upon the occurrence of a Default, the Assignee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under the applicable law. If notice to the Assignor of any intended disposition of collateral or any other intended actions is required

by law in a particular instance, such notice shall be deemed commercially reasonable if given to Assignor at least five (5) days prior to the intended disposition or other action.

6. The Assignee shall hold all right, title and interest in the Water Rights, pending issuance of water licenses by the Department. Any water license issued for the Project or as a replacement for the Water Rights shall be issued to Assignee as collateral security for the payment of Assignor's obligations under the Lease and the rights and remedies of the Assignee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Water Rights. Should any water license be issued to the Assignor instead of to Assignee, the Department is hereby authorized to take all necessary steps to transfer ownership of such water license to the Assignee as soon as possible, subject to the terms of this Assignment.

7. Assignor agrees that immediately after the Water Rights have been put to beneficial use, then Assignor shall further perfect such Water Rights by (i) submitting a statement to the Department that the water has been put to beneficial use within the time noted as a condition of the Water Rights so that a license confirming right to use water can be issued by the Department, and (ii) upon receipt of said license for the use of water for the Project, Assignor shall forthwith undertake the appropriate action and do all things necessary to have such license and the Water Rights adjudicated and decreed as to right and priority in accordance with the general adjudication of rights to use water from the Snake River Basin Water System pending in Case No. 39576 in the District Court for the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls and thereafter submit a certified copy thereof to Assignee. Any breach of the obligations contained in this paragraph 7 by Assignor shall be deemed conclusively to be a material breach of this Assignment and the Lease.

8. Assignor further agrees to indemnify and to hold Assignee harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Assignee in any way relating to or arising out of this Assignment or any action taken or omitted to be taken by it under this Assignment.

9. Nothing herein contained shall be construed as making Assignee a mortgagee in possession, or as constituting a waiver or suspension by the Assignee of its right to enforce payment of any sums due under the Lease. Assignee is not the agent, partner or joint venturer of either the Assignor or of the Department.

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

11. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its respective successors and assigns.

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

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

ASSIGNOR: c/o Weatherly
11225 S.E. Sixth, Suite 100
Bellevue, Washington 98004

ASSIGNEE: 20924 S.E. 213th Street
Maple Valley, Washington 98038

14. The Assignee shall release all collateral granted hereunder when all amounts outstanding due under the Lease have been paid in full and all the other obligations of Assignor, as lessee thereunder, have been satisfied in all respects.

15. This Assignment shall be deemed made in and shall be governed by the laws of the State of Idaho.

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

ASSIGNOR: CRYSTAL SPRINGS HYDROELECTRIC, L.P.
By Gateway Energy, Inc., Its General Partner

By _____
Name: Dell E. Keehn
Its: President

ASSIGNEE: CRYSTAL SPRINGS RANCH LIMITED PARTNERSHIP, by Crystal Springs Ranch, L.L.C.
Its General Partner

By _____
Name: David R. Millard
Its: Managing Member

STATE OF Wash)
: ss.
COUNTY OF King)

On the 2nd day of March, 1995, before me the undersigned, a Notary Public in and for the State, personally appeared Dell E. Keehn, known or identified to me to be the President of Gateway Energy, Inc., a General Partner of Crystal Springs Hydroelectric, L.P., a limited partnership, the partnership that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said partnership, and acknowledge to me that such partnership executed the same.

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

M. Kathleen
Notary Public
Residing at Issaquah
My commission expires: 6/11/95

STATE OF Wash.)
: ss.
COUNTY OF King)

On the 2nd day of March, 1995, before me the undersigned, a Notary Public in and for the State, personally appeared David R. Millard, known or identified to me to be the Managing Member of Crystal Springs Ranch, L.L.C., the general partner of Crystal Springs Ranch Limited Partnership, a limited partnership, the partnership that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said partnership, and acknowledge to me that such partnership executed the same.

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

M. Kathleen
Notary Public
Residing at Issaquah
My commission expires: 6/11/95

EXHIBIT LIST

EXHIBIT "A"	Water Right No.s 47-07768, 47-07991, 47-08005 and 47-8009 and all other applications, permits, licenses and water rights of Assignor related to the Project issued by the Department of Water Resources of the State of Idaho.
EXHIBIT "B"	The real property where Project is located.

SECURITY Title
1995001161

900 S4

Form 202
3/78

Ident. No. 47-7768

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

AMENDED
RECEIVED
DEC 20 1984
Department of Water Resources
Southern District Office

APPROVED Amended

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9600

Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

Amount 110 (cfs ~~or acre-feet per annum~~) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 110 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9S

Range 15E B.M.

(2) Amount of power to be generated: * horsepower under 267 feet of head. can produce 1991 kilowatts at 80% efficiency - kw ~~* See Remark (1) **~~ 10/23/86

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

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

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

EXHIBIT
A

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

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

Total number of acres to be irrigated _____

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

~~47-7767~~ **

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

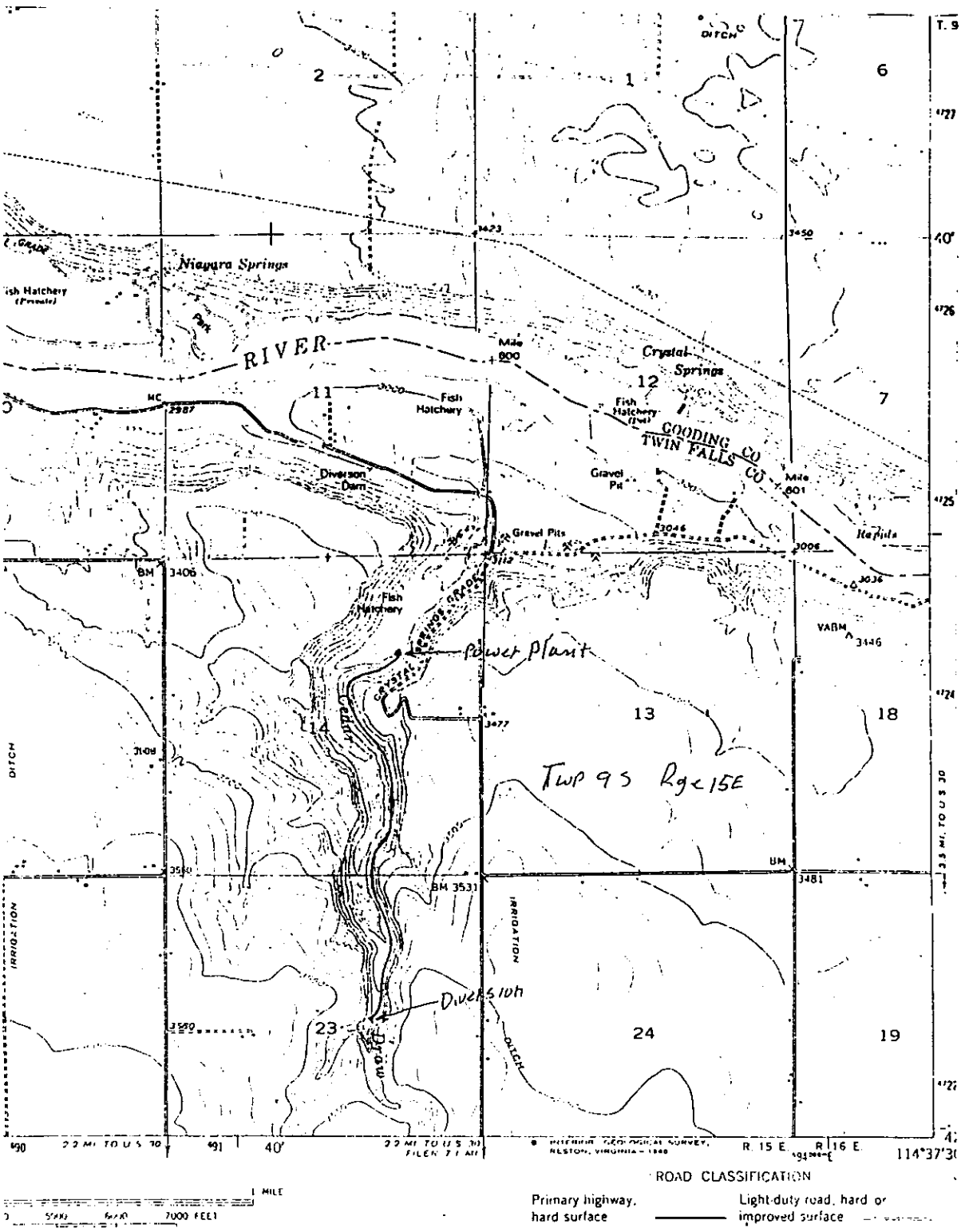
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Land at diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7767 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

** Application 47-7767 was relinquished on 10/24/1986 - kw 10/28/86

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.

Crystal Springs Hydroelectric Co.
Dwight Rahe in person
(Applicant)

Proposed Pt. 11/10/81

original app. rec'd 11/10/1981 - $1275. - Receipt No. 20645

Received by mcuya Date 12/20/84 Time 12:00 p

Preliminary check by ADm Fee $ 20.00 Amended Applic Fee

Receipted by mcuya Date 1/3/85 # 35251

Publication prepared by mcuya Date 1/3/85

Published in Times News Lewiston Morning Tribune, The Idaho Statesman, and the Post Register

Publication dates 1/10 & 1/17/85 11/07 & 11/14/1985

Publication approved mcuya Date 1/9/85

Protests filed by: Idaho Dept. of Fish & Game & Withdrawn 7/22/85

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by KK tcw

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. 47-7768, 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 November 1, 19 91.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyler G. Clayton

Chief, Operations Bureau

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-7768

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Tyler G. Taylor

Chief, Operations Bureau

Form 202
3/78

Ident. No. 47-7991

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 Crystal Springs Hydroelectric Co. Phone 734-9600

Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

Amount 40 (cfs ~~or acre-feet per annum~~) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 40 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water SW ¼ of NE ¼ of Section 14 Township 9S

Range 15E B.M. can produce 724 kilowatts at 80% efficiency - kw 10/28/85

~~* See Remarks (1) **~~

(2) Amount of power to be generated: _____ horsepower under 267 feet of head.

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

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

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

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

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

Total number of acres to be irrigated _____

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

47-7768 ~~and 47-7767~~ **

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

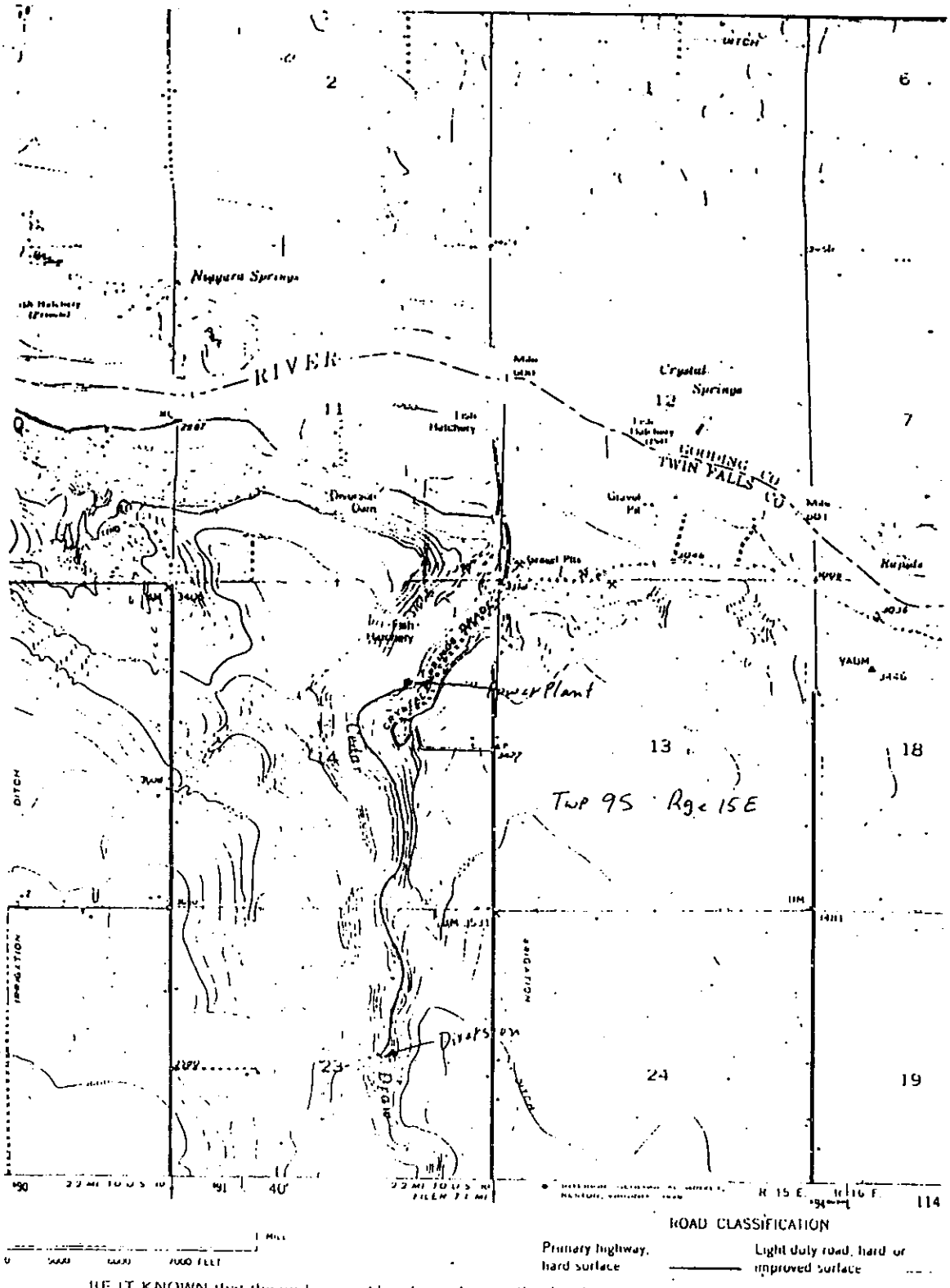
c. If the property is owned by a person other than the applicant, describe the arrangement enabling t applicant to make this filing Land at diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7767 and 47-7768 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

** Application 47-7767 was relinquished 10/24/1986 - kw 10/28/1986

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.

(Applicant)
Crystal Springs Hydroelectric Co.

Proposed Priority 12/27/84

Received by ZH Date 12/27/84 Time 12:00

Preliminary check by TGB Fee $ 625.00 # 35250

Receipted by mcya Date 1/2/85

Publication prepared by mcya Date 1/7/85

Published in times news Lewiston Morning Tribune, The Idaho Statesman, The Post-Register

Publication dates 1/24 + 1/31/85 11/07 & 11/14/1985

Publication approved mcya Date 1/23/85

Protests filed by: Idaho Dept. of Fish & Game ← Withdrawn 7/22/85

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by ZH tw

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. 47-7991, 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 November 1, 19 91.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyle G. Layton

Chief, Operations Bureau

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-7991

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Tyler G. Taylor

Chief, Operations Bureau

WATER RIGHT

Form 202
3/78

Ident. No. 47-8005

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 Crystal Spring's Hydroelectric Co. Phone (501) 363-1900
c/o Bonneville Pacific Corporation
Post office address 200 E. South Temple, Suite 300, Salt Lake City, UT 84111

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9 S
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 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

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

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion and penstock

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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NW ¼ of NE ¼ of Section 14 Township 9 S
Range 15E B.M.

(2) Amount of power to be generated ~~See Remark (1)~~ *can produce 973 kilowatts at 80% efficiency -- kw 10/28/86 horsepower under _____ feet of head.

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

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

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

MICROFILMED

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

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

Total number of acres to be irrigated

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

47-7768, ~~47-7767, 47-7672~~* and 47-7991

9. a. Who owns the property at the point of diversion Dereck Cantrell, et al.

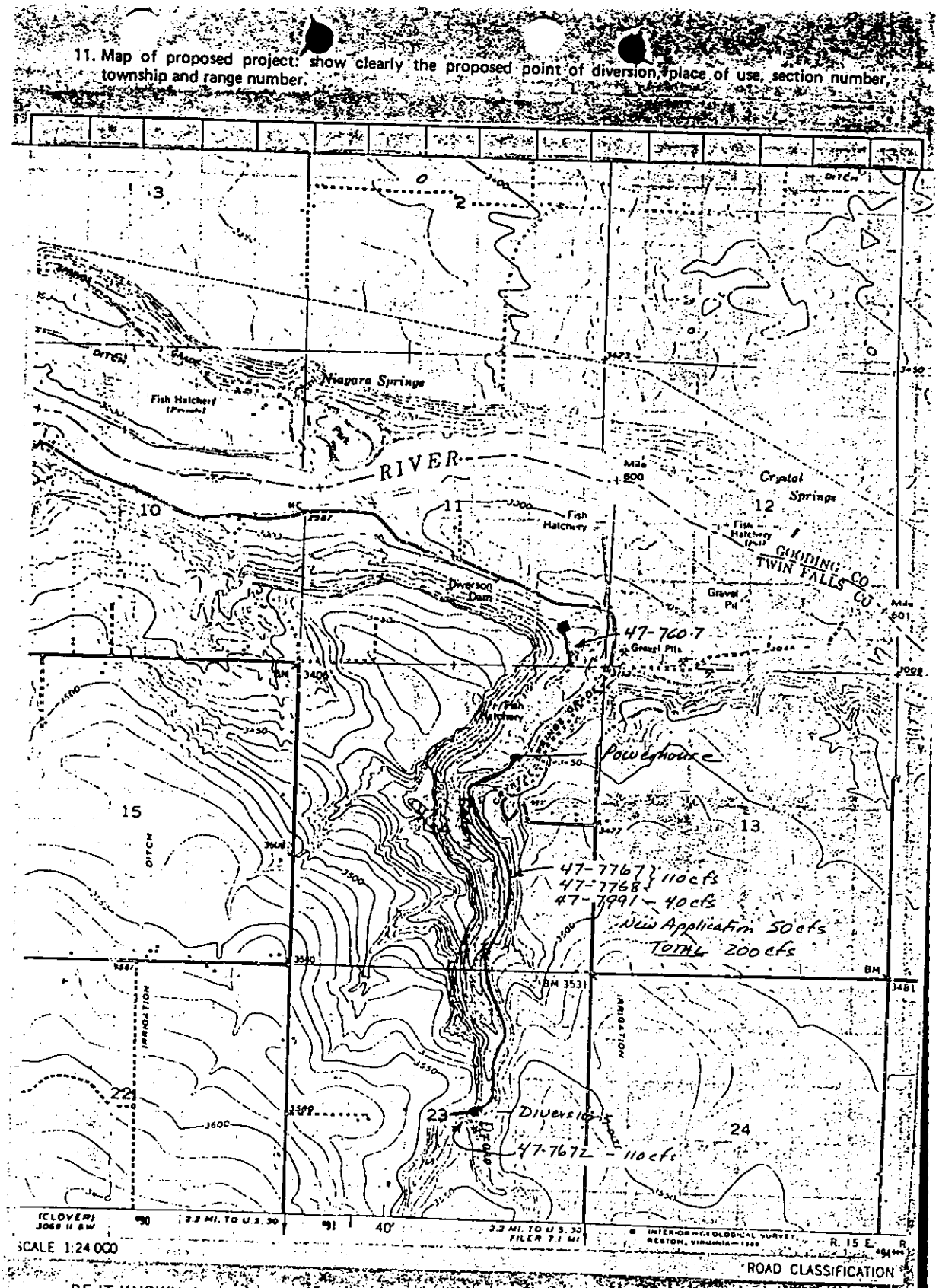
b. Who owns the land to be irrigated or place of use Asher B. Wilson/David R. Millard

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 diversion and land at place of use are under lease to applicant.

10. Remarks This application is being combined with 47-7767, 47-7768, 47-7672 and 47-7991 to generate 4539 theoretical horsepower under 287 feet of head with 200 cfs of water in a single power plant.

*Note: Applications 47-7672 & 47-7767 were relinquished 10/1986 - kw 10/28/86

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.

Crystal Spring's Hydroelectric Company

By _____

of and for (Applicant)
Bonneville Pacific Corporation
Its General Partner

MICROFILMED

Proposed Priority 6/14/85

Received by Lhs Date 6/14/85 Time 9:45

Preliminary check by JB Fee $ 175.00

Receipted by mesja Date 6/14/85 # 36607

Publication prepared by mesja Date 6/27/85

Published in Times-News (Idaho Statesman, Lewiston Tribune, Post Register)

Publication dates 7/4 & 7/11/85 / 12 & 1/9/86

Publication approved Mary 2. Date 7/25/85 12/20/85

Protests filed by: None

Copies of protests forwarded by

Hearing held by Date

Recommended for (approval) denial by ADA

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. 47-8005, 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 November 1, 1991.

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

d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Lyle D. Dayton
Chief, Operations Bureau

MICROFILMED

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-8005

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Lyle G. Gaytor

Chief, Operations Bureau

APPROVED

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 47-08009

Priority: July 11, 1985 — Maximum Diversion Rate: 0.10 CFS; Maximum Diversion Volume:[1] 23.4 AF

This is to certify, that CRYSTAL SPRINGS HYDROELECTRIC CO.
C/O BONNEVILLE PACIFIC CORP.
200 E. S. TEMPLE, SUITE 300
SALT LAKE CITY, UT 84111 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated July 11, 1985; and has submitted Proof of Beneficial Use on February 3, 1987. 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:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
INDUSTRIAL	01/01 to 12/31	0.10 CFS	23.4 AF

LOCATION OF POINT(S) OF DIVERSION: NWNE , Sec. 14, Township 09S, Range 15E
TWIN FALLS County

PLACE OF USE: INDUSTRIAL

TWN	RGE	SEC	
09S	15E	14	NWNE

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. Water used under this right if discharged into a natural channel or subsurface system shall meet Idaho water quality standards.

MICROFILMED
MAY 31 1990

Jim

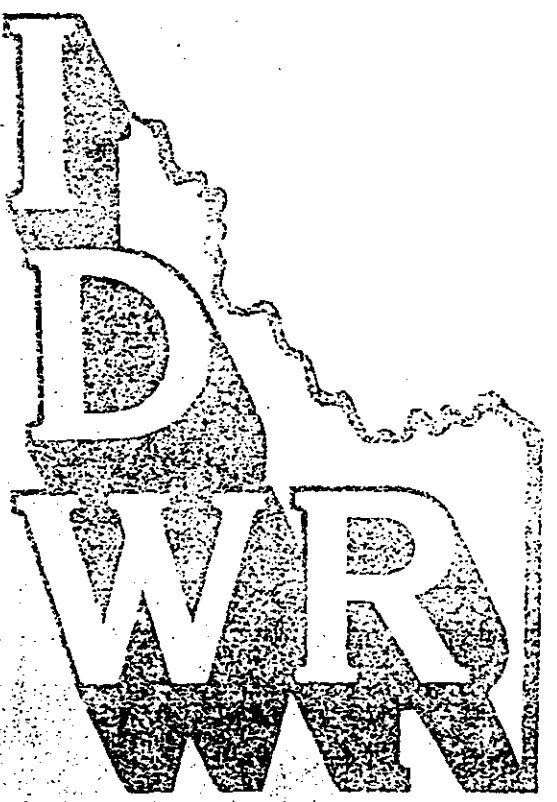
State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 47-08009

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 23rd day of MAY, 1990.

Acting for R. Keith Higginson, Director



MICROFILMED
MAY 31 1990

J·U·B

Engineers Surveyors Planners

March 10, 1995

Property Description

For

Crystal Springs Ranch

Remainder

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho;

Section 12:S1/2NW1/4SW1/4, S1/2SW1/4, Government Lot 5 and 6 and that part of Government Lot 7 and the SW1/4SE1/4 lying west of the following described line:

Beginning at a point on the South boundary of said SW1/4SE1/4 which bears South 88°52'12" East a distance of 379.76 feet from the southwest corner of said SW1/4SE1/4;

THENCE North 15°33'41" East a distance of 954.11 feet;

THENCE South 80°53'55" East a distance of 63.94 feet;

THENCE North 17°27'10" East a distance of 806.89 feet to the approximate high water mark of the Snake River and the northerly boundary of said Lot 7.

Sections 11, 12 and 14: Tract A and Block 1 of the Crystal Springs Estates Subdivision as recorded in Book 12, Page 49 of the Plat Records of Twin Falls County, Idaho; and also the NW1/4NE1/4 Section 14 except that part west of the west rim of Cedar Draw Canyon.

EXCEPT:

A parcel of land located in the SW1/4SW1/4 Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho and being more specifically described as follows:

COMMENCING at the Southwest section corner of Section 12, Township 9 South, Range 15 East, Boise Meridian;

THENCE North 2°34'14" East, 984.53 feet to the REAL POINT OF BEGINNING;

EXHIBIT "B"

THENCE South 77°08'45" East, 113.00 feet;
THENCE North 22°47'38" East, 111.02 feet;
THENCE North 10°02'13" East, 30.05 feet;
THENCE North 76°35'05" West, 154.55 feet;
THENCE South 8°05'51" West, 30.13 feet;
THENCE South, 1°56'46" West, 112.90 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A parcel of land located in portions of Lot 7 and the NE1/4SE1/4 Section 11; Lots 9 and 10 and the NW1/4SW1/4 Section 12, all in Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho and being more specifically described as follows:

COMMENCING at the Southwest Section Corner of Section 12, Township 9 South, Range 15 East, Boise Meridian;
THENCE North 7°09'05" West, 1,383.37 feet to the REAL POINT OF BEGINNING;
THENCE North 7°01'47" East, 780.97 feet;
THENCE North 84°24'21" West 22.22 feet;
THENCE North 53°44'40" West, 717.69 feet;
THENCE North 83°07'31" West, 284.71 feet;
THENCE North 10°38'43" East, 411.55 feet to the highwater line on the southerly bank of the Snake River;
THENCE Southeasterly along the southerly bank of the Snake River the following courses and distances;
South 83°45'43" East, 816.89 feet;
South 79°02'15" East, 395.38 feet;
South 53°01'23" East, 563.77 feet;
South 33°34'55" East, 143.37 feet;
South 50°33'57" East, 75.83 feet;
THENCE South 27°06'46" West, 464.20 feet;
THENCE North 81°09'24" West, 620.66 feet;
THENCE South 1°08'09" West, 699.75 feet;
THENCE North 78°38'10" West, 242.61 feet to the REAL POINT OF BEGINNING.

AND ALSO EXCEPT

A parcel of land in the S1/2SW1/4, Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho, and being more specifically described as follows:

COMMENCING at the Southwest corner of Section 12, Township 9 South, Range 15 East, Boise Meridian;

THENCE North 44°48'33" East, 1460.47 feet to the REAL POINT OF BEGINNING:

THENCE from this REAL POINT OF BEGINNING, North 3°47'50" East, 150.00 feet;

THENCE South 82°12'10" East, 290.60 feet;

THENCE South 3°47'50" West, 150.00 feet;

THENCE North 82°12'10" West, 290.60 feet to the REAL POINT OF BEGINNING.

AND ALSO EXCEPT:

A parcel of land in the NE1/4NE1/4, Section 14, Township 9 South, Range 15 East, Boise Meridian and the SE1/4SE1/4 Section 11, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho and being more specifically described as follows:

COMMENCING at the Section Corner common to Section 11, 12, 13, and 14, Township 9 South, Range 15 East, Boise Meridian;

THENCE North 1°28'00" East a distance of 110.32 feet along the east boundary of said Section 11 to the REAL POINT OF BEGINNING;

THENCE North 1°28'00" East a distance of 855.74 feet along the east boundary of said Section 11;

THENCE North 79°27'06" West a distance of 131.32 feet along the centerline of a county road;

THENCE South 5°16'41" West a distance of 539.24 feet;

THENCE South 51°09'47" West a distance of 510.97 feet;

THENCE South 45°37'48" West a distance of 567.18 feet;

THENCE South 43°20'21" West a distance of 473.32 feet;

THENCE South 42°29'20" West a distance of 99.09 feet to the west boundary of the NE1/4NE1/4 of said Section 14;

THENCE South 0°48'50" West a distance of 719.47 feet along the west boundary of the NE1/4NE1/4 of said Section 14

to the southwest corner of the NE1/4NE1/4 of said Section 14;

THENCE North 37°45'07" East a distance of 115.90 feet;
THENCE North 32°30'41" East a distance of 263.89 feet;
THENCE North 45°39'52" East a distance of 230.52 feet;
THENCE North 45°27'59" East a distance of 427.46 feet;
THENCE North 49°12'00" East a distance of 289.26 feet;
THENCE North 69°04'07" East a distance of 280.22 feet;
THENCE North 21°29'02" East a distance of 285.25 feet;
THENCE North 27°32'50" East a distance of 204.83 feet to the REAL POINT OF BEGINNING.

AND ALSO SUBJECT TO an easement for the purpose of ingress and egress over a strip of land 60 feet in width along an existing road and located in the SW1/4SW1/4 of Section 12, the SE1/4SE1/4 of Section 11, the NE1/4NE1/4 and the NW1/4NE1/4 Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho said easement lying 30 feet on each side of the following described centerline:

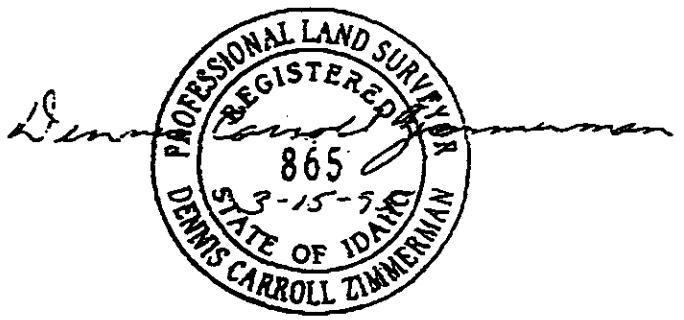
Beginning at the corner common to Sections 11, 12, 13 and 14;
THENCE North 20°31'45" East 601.33 feet to a point on the centerline of a county road and the TRUE POINT OF BEGINNING of said easement;
THENCE along said centerline the following courses and distances South 45°00'00" West 78.46 feet;
THENCE South 30°22'45" West 67.23 feet;
THENCE South 43°40'04" West 91.24 feet;
THENCE South 61°00'15" West 56.34 feet to the westerly boundary of said SW1/4SW1/4 Section 12 and easterly boundary of said SE1/4SE1/4 Section 11;
THENCE South 61°00'15" West 38.56 feet;
THENCE South 51°48'52" West 226.46 feet;
THENCE South 30°57'50" West 52.48 feet;
THENCE South 61°37'51" West 113.65 feet;
THENCE South 87°36'51" West 48.04 feet;
THENCE South 58°21'19" West 101.02 feet;
THENCE South 41°22'28" West 71.50 feet to the southerly boundary of said SE1/4SE1/4 Section 11 and the northerly boundary of said NE1/4NE1/4 Section 14;
THENCE South 41°22'28" West 185.70 feet;
THENCE South 46°43'27" West 211.52 feet;

THENCE South 49°03'41" West 239.60 feet;

THENCE South 44°25'22" West 550.64 feet to the westerly boundary of said NE1/4NE1/4 Section 14;

THENCE South 7°48'34" West 305.48 feet;

THENCE South 38°12'31" West 320.00 feet to the Southerly boundary of said NW1/4NE1/4 Section 14 and the southwesterly end of said easement.



RESERVING an easement for penstock and access road described as:

A strip of land 300.00 feet in width located in the SW 1/4 NE 1/4 and W 1/2 SE 1/4 of Section 14 and the NW 1/4 NE 1/4 Section 23, Township 9 South, Range 15 E, B.M., Twin Falls County, Idaho, said strip of land lying 100 feet westerly and 200 feet easterly of the following described line:

BEGINNING at a point on the northerly boundary of the SW 1/4 NE 1/4 of said Section 14 which point bears South 89°36'05" West 254.37 feet from the Northeast corner thereof;

THENCE South 38°13'16" West 467.86 feet to a point of curvature;

THENCE Southwesterly 123.00 feet on the arc of a curve to the right with a radius of 200.00 feet, a central angle of 35°14'12" and a chord which bears South 55°50'22" West 121.07 feet to a point of tangency;

THENCE South 73°27'29" West 356.69 feet to a point of curvature;

THENCE Southwesterly 295.42 feet on the arc of a curve to the left with a radius of 225.00 feet a central angle of 75°13'39" and a chord which bears South 35°50'40" West 274.65 feet to a point of tangency;

THENCE South 1°46'09" East 693.24 feet to a point of curvature;

THENCE Southeasterly 316.35 feet on the arc of a curve to the left with a radius of 350.00 feet a central angle of 51°47'11" and a chord which bears South 27°39'45" East 305.69 feet to a point of tangency;

THENCE South 53°33'20" East 401.63 feet to a point of curvature;

THENCE Southeasterly 295.13 feet on the arc of a curve to the right with a radius of 375.00 feet, a central angle of 45°05'36" and a chord which bears South 31°00'32" East 287.58 feet to a point of tangency;

THENCE South 8°27'44" East 600.55 feet to a point of curvature;

THENCE Southwesterly 612.95 feet on the arc of a curve to the right with a radius of 954.93 feet, a central angle of 36°46'38" and a chord which bears South 9°55'35" West 602.49 feet to a point of tangency;

THENCE South 28°18'55" West 211.58 feet to a point of curvature;

THENCE Southerly 974.90 feet on the arc of a curve to the left with a radius of 818.51 feet, a central angle of 68°14'35" and a chord which bears South 5°48'23" East 918.29 feet to a point of tangency;

THENCE South 39°55'52" East 4.26 feet to a point of curvature;

THENCE Southerly 309.14 feet on the arc of a curve to the right with a radius of 450.00 feet, a central angle of 39°21'38" and a chord which bears South 20°14'51" East 303.09 feet to a point of tangency;

THENCE South 0°34'03" East 48.88 feet to a point of curvature;

THENCE Southerly 176.70 feet on the arc of a curve to the left with a radius of 225.00 feet, a central angle of 44°59'47" and a chord which bears South 23°03'57" East 172.19 feet to a point of tangency;

THENCE South 45°33'54" East 12.20 feet to a point of curvature;

THENCE Southerly 321.15 feet on the arc of a curve to the right with a radius of 275.00 feet, a central angle of 66°54'38" and a chord which bears South 12°06'35" East 303.21 feet to a point of tangency;

THENCE South 21°20'42" West 27.27 feet to a point on the southerly boundary of said NW 1/4 NE 1/4 Section 23, which bears North 89°45'45" West 242.84 feet from the Southeast corner thereof and the southerly end of said 300 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the northerly boundary of the SW 1/4 NE 1/4 of said Section 14 and to intersect the southerly boundary of the NW 1/4 NE 1/4 of said Section 23, which boundaries shall constitute the northerly an southerly boundaries of the herein described land.

EBERLE, BERLIN, KADING, TURNBOW & MCKLVEEN
ATTORNEYS AT LAW
CAPITOL PARK PLAZA
300 NORTH 6TH STREET
P.O. BOX 1368
BOISE, IDAHO 83701
(208) 344-8535

INVOICE NO. 65518

EIN 82-0295653

ELLENBURG, LEE
3500 LATOUCHE ST, STE 20
ANCHORAGE, AK 99504

DATE: 5/16/95

RE: LEGAL SERVICES RENDERED
Through 4/30/95
Re: SYMMS FRUIT RANCH

22030-00004 Please Return This Copy With Remittance

PROFESSIONAL SERVICES RENDERED:	
(See Itemization Attached)	480.00
DISBURSEMENTS:	
(See Itemization Attached)	11.10
TOTAL SERVICES & DISBURSEMENTS	491.10
TOTAL AMOUNT DUE	491.10

11386

ELLENBURG, INC.

89-6/1252

6-10 19 95

PAY TO THE ORDER OF Eberle Berlin etc $ 491.10

Four hundred ninety-one & 10/100 DOLLARS

First National Bank of Anchorage
MAIN BRANCH, ANCHORAGE, AK 99501

FOR

Jack Ellenburg MP

⑈011386⑈ ⑆125200060⑆ 0113 627 4⑈

TRL

RECEIVED
JUN 22 1995
THOMAS R. LINVILLE

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

April 10, 1995

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

CRYSTAL SPRINGS RANCH G LTD PARTNERSHIP
20924 SE 213TH ST
MAPLE VALLEY WA 98038

RE: Permit Nos. 47-07768, 47-07991, 47-08005 and
License No. 47-08009

Dear Mr. Millard:

I recently received documentation from you assigning the above rights from Crystal Springs Hydroelectric LP to Crystal Springs Ranch G Ltd Partnership.

Three of the rights addressed in your correspondence are in the permit stage and one has been licensed. In Idaho, a permit is considered personal property and must be assigned by the owner of record. A licensed right is considered real property, therefore, proof of owning the land is proof of owning the water right unless extenuating circumstances exist. Water right statute does not provide a means for changing owner of record for licensed water rights; although, I have placed your correspondence in that file.

Prior to processing the assignments of permits, we are required to obtain the following additional information:

- A completed copy of 'Affidavit for Water Rights to be Used for Power Purposes' form 205/206 (form enclosed) for each permit.
- A listing names, titles, and addresses of the officers and/or partners of Crystal Springs Ranch G Ltd Partnership.

Also, as of July 1, 1994, each assignment of permit must be accompanied by a $25.00 filing fee. Assignments of permits are not acceptable without filing fees.

I am returning your documentation to you. Please resubmit the assignments with the filing fees and the required additional information to my attention at the above address.

If you have questions, please contact me at (208) 327-944.

Sincerely,

Cindy Zimmerman

Cindy Zimmerman
Water Resource Agent

Enclosures

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

March 15, 1995

CRYSTAL SPRINGS HYDROELECTRIC L P
11225 SE 6TH STE 100
BELLEVUE WA 98004

RE: Permit Nos. 47-07768, 47-07991, 47-08005 and
Water Right No. 47-08009

Dear Mr. Keehn:

This letter is to confirm that the assignments of ownership on the above referenced permits are satisfactory. We have modified our computer records to reflect this change in ownership.

In Idaho, a licensed water right is considered real property; therefore, proof of owning the land is proof of owning the water right unless specifically excluded in the sale. We have placed your correspondence in the file for future reference.

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

Sincerely,

JIM JOHNSON, Manager
Water Right Permits Section

JJ:cz

RECEIVED

MAR 28 1995

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	CRYSTAL SPRINGS HYDROELECTRIC L P 11225 SE 6TH STE 100 BELLEVUE WA 98004 (206) 637-1251	11/10/1981	POWER	01-01	12-31	110.000 CFS	
				TOTAL DIVERSION:		110.000 CFS	

Water Source: CEDAR DRAW Tributary to: SNAKE RIVER Stage: PERMIT

Point(s) of Diversion: T09S R15E S23 SWNE TWIN FALLS County

Place of use Legal Description for: POWER

		NE					NW					SW					SE				
		NENE	NWNE	SWNE	SENE		NENW	NWNW	SWNW	SENW		NESW	NWSW	SWSW	SESW		NESE	NWSE	SWSE	SESE	
T	R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac	
09S	15E 14			P																	

Pou County: TWIN FALLS

Other Rights: 47-7991/8005.

Conditions of Approval:

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

01F - The right holder shall either install a measuring device or a
- flow measurement port or provide a certified measurement or
- computation of flow based upon system design to be prepared by a
- professional engineer.

08A - This right is subject to the provisions of Sections 42-205
- through 42-210, Idaho Code, restricting the sale, transfer,
- assignment, or mortgage of this right. Failure to comply with
- these provisions is cause for immediate cancellation of this
- right.

09E - Water used under this right if discharged into a natural
- channel or subsurface system shall meet Idaho Water Quality
- Standards.

17G - The diversion and use of water under this right and any
- license subsequently issued is subject to review by the Director
- on the date(s) of expiration of any license issued by the
- Federal Energy Regulatory Commission. Upon appropriate findings
- relative to the interest of the public, the Director may cancel
- all or any part of the use authorized herein and may revise,
- delete or add conditions under which the right may be exercised.

17K - The water right acquired under this permit for hydropower
- purposes shall be junior and subordinate to all rights to the use
- of water, other than hydropower, within the State of Idaho that
- are initiated later in time than the priority of this permit and
- shall not give rise to any right or claim against future rights
- to the use of water, other than hydropower, within the State of
- Idaho initiated later in time than the priority of this permit.

Conditions of Approval:
025 - This right does not constitute Idaho Public Utilities Commission
- or Federal Energy Regulatory Commission approval that may be
- required.
027 - Use of water under this right shall be non-consumptive.
030 - A separate stream alteration permit from the IDWR is required
- for any activity in the stream channel other than construction
- and/or maintenance of the diversion structure. If the proposed
- construction or operation involves construction of an outfall or
- any other work in the stream channel other than a water
- diversion, the right holder shall contact the Department and
- obtain a Stream Channel Alteration permit prior to the start of
- construction.
016 - See remarks for additional conditions of approval.

Remarks: THIS PERMIT IS SUBJECT TO THE AGREEMENT REGARDING INSTREAM FLOW REQUIREMENTS, BETWEEN THE APPLICANT, IDF&G, & FERC, TO THE EXTENT SUCH AGREEMENT COVERS MATTERS WITHIN THE JURISDICTION OF IDWR.
FEET OF HEAD = 267. HORSEPOWER = 2691.

Dates: App. Received: 10/07/1986 Priority Date: 11/10/1981
Proof Due Date: 11/01/1991 Proof Made Date: 02/03/1987
Exam Made Date: 10/07/1986 Exam Sent to S.O.:
Licensed Date:

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

Comments: Date: 03/15/1995 User-ID: CZIMMERM Subject: CORPORATE OFFICERS
Crystal Springs Hydroelectric Ltd. Ptn. whose partners are Gateway Energy Inc.
The corporate officers of Gateway Energy Inc. are Dell Keehn and William N Prater Jr.

Audit: 09/22/87 05/28/88 CONVERT 10/31/89 CURTIS

RECEIVL
MAR 0 2 1995

RAY, QUINNEY & NEBEKER
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ALONZO W. WATSON, JR.
STEPHEN B. NEBEKER
HERSCHEL J. SAPERSTEIN
MITCHELL MELICH
DON B. ALLEN
CLARK P. GILES
ROBERT M. GRAHAM
NARRVEL E. HALL
JAMES L. WILDE
HERBERT C. LIVSEY
WILLIAM A. MARSHALL
PAUL S. FELT
D. JAY CURTIS
GERALD T. SNOW
ALAN A. ENKE
WESTON L. HARRIS
JONATHAN A. DIBBLE
SCOTT HANCOCK CLARK
STEVEN H. GUNN
JAMES S. JARDINE
ALLAN T. BRINKERHOFF
JANET HUGIE SMITH
DOUGLAS MATSUMORI
ROBERT P. HILL
RICHARD G. ALLEN
FLOYD ANDREW JENSEN
ALLEN L. ORR
BRAD D. HARDY
A. ROBERT THORUP
JOHN P. HARRINGTON
BRENT W. TODD
LARRY G. MOORE
DALE M. OKERLUND
BRUCE L. OLSON
JOHN A. ADAMS
DOUGLAS M. MONSON
CRAIG CARLILE
JAMES M. DESTER
DEE R. CHAMBERS
KEVIN G. GLADE
LESTER K. ESSIG
IRA B. RUBINFELD
BOYD A. FERGUSON
STEVEN T. WATERMAN
STEPHEN C. TINGEY
KELLY J. FLINT
JOHN R. MADSEN
STEVEN J. AESCHBACHER
KEITH A. KELLY
MARK M. BETTILYON
RICK L. ROSE
RICK B. HOGGARD
LISA A. YERKOVICH
BRENT D. WRIDE
MICHAEL E. BLUE
SCOTT A. HAGEN
STEVEN W. CALL
CAMERON M. HANCOCK
ELAINE A. MONSON
SYLVIA IANNUCCI
KATIE A. ECCLES
GEORGE S. ADONDAKIS
DAVID A. CUTT
CALVIN C. CURTIS
ROBERT O. RICE
DIANNA R. WOOLSEY
FREDERICK R. THALER
JOHN W. MACKAY

400 DESERET BUILDING
79 SOUTH MAIN STREET
P. O. BOX 45385
SALT LAKE CITY, UTAH 84145-0385
TELEPHONE (801) 532-1500
FACSIMILE NO. (801) 532-7543

210 FIRST SECURITY BANK BLDG.
92 NORTH UNIVERSITY AVENUE
PROVO, UTAH 84601-4420
TELEPHONE (801) 226-7210
FACSIMILE NO. (801) 375-8379

OF COUNSEL
M. JOHN ASHTON

March 2, 1995

RECEIVED
MAR 15 1995
Department of Water Resources

HAND DELIVERED

Cindy Zimmerman
Idaho Department of Water Resources
1301 North Orchard Street
Boise, Idaho 83720

Re: Crystal Springs Hydroelectric Project

Dear Cindy:

This firm represents First Security Bank of Utah, National Association ("First Security Utah") and First Security Bank of Idaho, N.A., as trustee ("First Security Idaho") in connection with certain transactions involving the above-referenced project located in Twin Falls County, Idaho (the "Project"). In connection with its operation of the Project, Crystal Springs Hydroelectric Company, an Idaho general partnership ("Seller"), obtained the following water permits from the Idaho Department of Water Resources (the "Department"): Permit Nos. 47-7768, 47-7991, 47-8005 and 47-8009 (the "Permits"). Seller also apparently received the Department's approval of Application for Permit to Alter Stream Channel No. 47-S-70 (the "Application"). On July 8, 1988, Seller executed a Collateral Assignment of Water Rights, pursuant to which Seller collaterally assigned the Permits and the Application to First Security Idaho, as trustee for the benefit of First Security Utah, as security for a loan made by First Security Utah to Seller.

Seller is now selling the Project to Crystal Springs Hydroelectric, L.P., a Washington limited partnership ("Purchaser"), and in connection with that sale, First Security Utah and First Security Idaho have agreed to release their liens on the Permits and the Application, pursuant to the enclosed original Release of Collateral Assignment of Water Rights.

RECEIVED
MAR 8 1995

In accordance with our telephone conversations yesterday and this morning, please reflect the banks' release of the Permits and the Application (to the extent necessary) on the Department's records. Also enclosed is a check in the amount of $75.00 to cover certain processing charges. If you have questions concerning the foregoing or need any other document-ation in this regard, please give me a call.

Very truly yours,

RAY, QUINNEY & NEBEKER

James M. Dester

JMD/rp
Enclosure
cc: Walter P. Zoellner, First Security Utah
Sharon Marchetti, First Security Idaho

115785.01/jmd

MAR 2 8 1995

WHEN RECORDED, MAIL TO:

M. Kathrine Julin
JULIN, FOSSO, SAGE, McBRIDE & MASON
1001 Fourth Avenue Plaza, Suite 3900
Seattle, Washington 98154-1084

RELEASE OF COLLATERAL ASSIGNMENT OF WATER RIGHTS

This Release of Collateral Assignment of Water Rights (the "Release") is executed as of the ____ day of March, 1995, by FIRST SECURITY BANK OF IDAHO, N.A. ("Trustee") and FIRST SECURITY BANK OF UTAH, N.A. ("Utah Bank").

Recitals

A. On July 7, 1988, Crystal Springs Hydroelectric Company, an Idaho general partnership ("Crystal"), entered into a Collateral Assignment of Water Rights with Trustee and Utah Bank (the "Original Assignment"), pursuant to which Crystal assigned certain water permits and rights (the "Permits") to Trustee for the benefit of Utah Bank, all relating to the real property described in EXHIBIT A attached hereto (the "Property"). The Original Assignment was recorded on July 8, 1988, as instrument no. 941450, in the official records of the Twin Falls County Recorder, Twin Falls County, Idaho. The Original Assignment was amended pursuant to an Amendment to Collateral Assignment, dated as of December 31, 1992, and recorded on March 24, 1993, as instrument no. 1993003959, and as so amended the Original Assignment is hereinafter referred to as the "Assignment."

B. Trustee and Utah Bank have agreed to release the Permits and the Property from the Assignment and terminate the Assignment pursuant to this Release.

Agreement

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee and Utah Bank hereby release the Permits and the Property from the lien of the Assignment and fully and completely release and terminate the Assignment.

EXECUTED as of the date first written above.

FIRST SECURITY BANK OF IDAHO,
NATIONAL ASSOCIATION

By: _____
Its: Vice President

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By: _____
Its: A.V.P.

MAR 28 1995

STATE OF IDAHO)
: ss.
COUNTY OF Ada)

On this 1st day of March, 1995, personally appeared before me Teresa Yragui, the Trust Officer of First Security Bank of Idaho, National Association, a national banking association, who acknowledged to me that he executed the within and foregoing instrument by authority of the bylaws of said association or a resolution duly adopted by the board of directors of said association, and said _____ duly acknowledged to me that said association executed the same.

Kim Silva
Notary Public
Residing at: Boise, Idaho

My Commission Expires:
6/7/98

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

On this 1st day of March, 1995, personally appeared before me Walter P Zoellner the Asst. Vice Pres. of First Security Bank of Utah, National Association, a national banking association, who acknowledged to me that he executed the within and foregoing instrument by authority of the bylaws of said association or a resolution duly adopted by the board of directors of said association, and said Walter P. Zoellner duly acknowledged to me that said association executed the same.

Rosalie Parr
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
8-20-98

Notary Public
ROSALIE PARR
79 South Main
Salt Lake City, Utah 84111
My Commission Expires
August 20, 1998
State of Utah

115453.01

MAR 28 1995

EXHIBIT A

PARCEL I

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said NW¼NE¼; THENCE South 89° 36' 05" West 420 feet, more or less, along the Southerly boundary of said NW¼NE¼ to the westerly bank of Cedar Creek; THENCE Northeasterly along the Westerly bank of Cedar Creek to the Easterly boundary of said NW¼NE¼; THENCE South 0° 58' 50" West 710 feet, more or less, to the Point of Beginning.

PARCEL II

A strip of land 300.00 feet in width located in the SW¼NE¼ and W½SE¼ of Section 14 and the NW¼NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 100.00 feet Westerly and 200 feet Easterly of the following described line;

BEGINNING at a point on the Northerly boundary of the SW¼NE¼ of said Section 14 which point bears South 89° 36' 05" West 254.37 feet from the Northeast corner thereof; THENCE South 38° 13' 16" West 467.86 feet to a point of curvature; THENCE Southwesterly 123.00 feet on the arc of a curve to the right with a radius of 200.00 feet, a central angle of 35° 14' 12" and a chord which bears South 55° 50' 22" West 121.07 feet to a point of tangency; THENCE South 73° 27' 29" West 356.69 feet to a point of curvature; THENCE Southwesterly 295.42 feet on the arc of a curve to the left with a radius of 225.00 feet a central angle of 75° 13' 39" and a chord which bears South 35° 50' 40" West 274.65 feet to a point of tangency; THENCE South 1° 46' 09" East 693.24 feet to a point of curvature; THENCE Southeasterly 316.35 feet on the arc of a curve to the left with a radius of 350.00 feet a central angle of 51° 47' 11" and a chord which bears South 27° 39' 45" East 305.69 feet to a point of tangency; THENCE South 53° 33' 20" East 401.63 feet to a point of curvature; THENCE Southeasterly 295.13 feet on the arc of a curve to the right with a radius of 375.00 feet, a central angle of 45° 05' 36" and a chord which bears South 31° 00' 32" East 287.58 feet to a point of tangency; THENCE South 8° 27' 44" East 600.55 feet to a point of curvature; THENCE Southwesterly 612.95 feet on the arc of a curve to the right with a radius of 954.93 feet, a central angle of 36° 46' 38" and a chord which bears South 9° 55' 35" West 602.49 feet to a point of tangency; THENCE South 28°

MAR 2 8 1995

18' 55" West 211.58 feet to a point of curvature; THENCE Southerly 974.90 feet on the arc of a curve to the left with a radius of 818.51 feet, a central angle of 68° 14' 35" and a chord which bears South 5° 48' 23" East 918.29 feet to a point of tangency; THENCE South 39° 55' 52" East 4.26 feet to a point of curvature; THENCE Southerly 309.14 feet on the arc of a curve to the right with a radius of 450.00 feet, a central angle of 39° 21' 38" and a chord which bears South 20° 14' 51" East 303.09 feet to a point of tangency; THENCE South 0° 34' 03" East 48.88 feet to a point of curvature; THENCE Southerly 176.70 feet on the arc of a curve to the left with a radius of 225.00 feet, a central angle of 44° 59' 47" and a chord which bears South 23° 03' 57" East 172.19 feet to a point of tangency; THENCE South 45° 33' 54" East 12.20 feet to a point of curvature; THENCE Southerly 321.15 feet on the arc of a curve to the right with a radius of 275.00 feet, a central angle of 66° 54' 38" and a chord which bears South 12° 06' 35" East 303.21 feet to a point of tangency; THENCE South 21° 20' 42" West 27.27 feet to a point on the Southerly boundary of said NW¼NE¼ Section 23 which bears North 89° 45' 45" West 242.84 feet from the Southeast corner thereof and the Southerly end of said 300 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23, which boundaries shall constitute the Northerly and Southerly boundaries of the herein described land.

PARCEL III

A strip of land 80 feet in width located in the SW¼NE¼ and SE¼ Section 14 and N½NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 30.00 feet Easterly and 50 feet Westerly of the following described line;

BEGINNING at a point on the Northerly boundary of said SW¼NE¼ which bears South 89° 36' 05" West 178.21 feet from the Northeast corner thereof; THENCE South 19° 31' 57" West 382.94 feet; THENCE South 2° 26' 27" East 502.69 feet; THENCE South 72° 15' 19" East 250.65 feet; THENCE South 0° 44' 09" West 985.02 feet; THENCE South 33° 50' 35" East 397.95 feet; THENCE South 5° 25' 49" West 2,579.11 feet; THENCE South 0° 21' 40" West 500.00 feet to a point on the Southerly boundary of the NW¼NE¼ Section 23 which bears North 89° 45' 45" West 30.00 feet from the Southeast corner thereof and the South end of said 80 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23, which boundaries shall constitute the Northerly and Southerly boundaries of the herein described land.

MAR 2 8 1995

PARCEL IV

A parcel of land located in the SW¼NE¼ of Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the northeast corner of said Section 23; THENCE South 0° 15' 05" West 1321.07 feet to the southeast corner of the NE¼NE¼ of said Section 23; THENCE North 89° 45' 45" West 1325.14 feet to the northeast corner of said SW¼NE¼, Section 23, and the True Point of Beginning; THENCE South 0° 21' 40" West 40.00 feet to a point on the east rim of Cedar Draw Canyon; THENCE southerly along said east rim of Cedar Draw Canyon, the following courses and distances:

South 17° 21' 44" West 232.96 feet;
THENCE South 38° 18' 31" West 254.88 feet;
THENCE South 7° 56' 36" West 217.08 feet;
THENCE South 19° 02' 58" East 235.92 feet;
THENCE South 0° 43' 47" West 157.01 feet;
THENCE South 50° 41' 23" West 192.57 feet;
THENCE South 57° 52' 30" West 203.09 feet;
THENCE South 30° 52' 56" West 36.14 feet to a point on the southerly boundary of said SW¼NE¼ of Section 23; THENCE North 89° 44' 43" West 542.00 feet along the southerly boundary of said SW¼NE¼ to a point on the westerly rim of said Cedar Draw Canyon; THENCE Northerly along the westerly rim of said Cedar Draw Canyon the following courses and distances:

North 60° 42' 28" East 344.61 feet;
THENCE North 51° 27' 51" East 144.46 feet;
THENCE North 22° 37' 12" East 65.00 feet;
THENCE North 10° 20' 04" West 345.61 feet;
THENCE North 0° 50' 04" East 206.02 feet;
THENCE North 15° 00' 40" West 185.32 feet;
THENCE North 28° 48' 39" East 91.30 feet;
THENCE North 7° 38' 49" West 197.06 feet to a point on the northerly boundary of said SW¼NE¼ of Section 23; THENCE South 89° 45' 45" East 715.00 feet to the northeast corner of said SW¼NE¼ and the True Point of Beginning.

MAR 2 8 1995

Weatherly

February 17, 1995

RECEIVED
FEB 21 1995
Department of Water Resources

Ms. Sharla Curtis
Water Rights Permits Section
State of Idaho
Department of Water Resources
1301 North Orchard Street, Statehouse Mall
Boise, Idaho 83720-9000

Re: Water Right Nos. 47-07991, 47-08005, and 47-07768

Dear Ms. Curtis:

Enclosed are what I hope are the appropriate assignment forms for the transfer of the Crystal Springs Hydroelectric Company permits to Crystal Springs Hydroelectric L.P. Also enclosed is the affidavit required of the Twin Falls Canal Company. If there are any questions regarding their affidavit please call the manager of the Twin Falls Canal Company, Mr. Vince Alberdi, at 208-733-6731.

We would like to close this acquisition before February . I realize that Monday is a holiday but we would request expedited treatment if it is possible. If a document is omitted, please call me and we will attempt to immediately address the problem.

We appreciate your assistance.

Very truly,

Dell E. Keehn

MAR 28 1995

11225 S.E. 6th
Bellevue, WA 98004
FAX (206) 455-0497
(206) 453-0500

Form 205/206
4/88

State of Idaho
Department of Water Resources

Water Right No. _____

AFFIDAVIT FOR WATER RIGHTS TO BE USED FOR POWER PURPOSES

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

1. Individual Applicant or Individual Members of a Partnership:
I, DELL E. KEEHN - The Sole Limited Partner of Crystal Springs Hydroelectric L.P. of Mercer Island, WA 98040
(name) (city).
County of King, State of ~~Idaho~~ WA, being duly sworn, do hereby certify that I am a bona fide resident of the State of ~~Idaho~~ Washington

2. Corporation:
I, DELL E. KEEHN - President of Gateway Energy Inc. The general Partner of Crystal Spring Hydroelectric L.P. of Bellevue, WA 98004
(name) (city).
County of King, State of ~~Idaho~~ WA, being duly sworn, depose and say: That I am the designated registered agent of the Crystal Spring Hydroelectric L.P. and Gateway Energy Inc. : that as such I am in charge of the registered office
(name of corporation)
of the said corporation as required by Section 30-1-12, **Idaho Code**, at Bellevue, WA 98040
(city)
~~Idaho~~, wherein are kept the corporate records required by Section 30-1-52, **Idaho Code**: and that Gateway Energy Inc. is a corporation qualified to do business in the State of Idaho under the laws
(name of corporation)
of the State of Idaho. Registed Agent is Mr. Bob Allison 140 Spur Lane Ketchum, ID. 83340

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

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

(check one)

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

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

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

Dell E.
Applicant
Dell E. Keehn
President Gateway Energy Inc.

State of ~~Idaho~~ WA)
County of King) ss.

On this 28 day of March, 1995, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

WILLIAM H. PRATER, JR. NOTARY PUBLIC STATE OF WASHINGTON 11-30-96

Notary Public residing at
King County Washington

My commission expires:
11/30/96

MAR 28 1995

State of Idaho

Department of State

RECEIVED
FEB 2 1 1995
Department of Water Resources

CERTIFICATE OF REGISTRATION
OF

CRYSTAL SPRINGS HYDROELECTRIC, L.P.
dba CRYSTAL SPRINGS HYDROELECTRIC, LIMITED PARTNERSHIP
File Number L 2694

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of CRYSTAL SPRINGS HYDROELECTRIC, L.P. for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to CRYSTAL SPRINGS HYDROELECTRIC, L.P. to transact business in this State under the name CRYSTAL SPRINGS HYDROELECTRIC, LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated: February 10, 1995

Pete T. Cenarrusa
SECRETARY OF STATE

By Sheryl Barnes

FEB 28 1995

APPLICATION FOR REGISTRATION OF FOREIGN LIMITED PARTNERSHIP

FEB 10 10 18 AM '95

SECRETARY OF STATE

To the Secretary of State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is Crystal Springs Hydroelectric, L.P.

2. The name which it shall use in Idaho is Crystal Springs Hydroelectric, Limited Partnership

(*Must include, without abbreviation, the words "Limited Partnership."*)

3. It is organized under the laws of the State of Washington

4. The date of its formation is October 31, 1994

5. The address of its registered or principal office in the state or country under the laws of which it is organized is 11225 SE 6th Street, Suite 100, Bellevue, WA 98004

6. The name and street address of its proposed registered agent in Idaho are MR. ROBERT ALLISON 140 SPUR LANE KETCHUM, IDAHO 83340

7. The address at which a list of the names, addresses and contributions of the limited partners is kept is: 11225 SE 6th Street, Suite 100, Bellevue, WA 98004

The limited partnership agrees to keep the list until its registration is cancelled or withdrawn.

8. The name and business address of each general partner are:

Name	Address
Gateway Energy, Inc.	11225 SE 6th Street, Suite 100, Bellevue, WA 98004

(Continued on reverse)

Submit application and certificate to:

Secretary of State
Corporations Division
700 West Jefferson Room 203
PO Box 83720
Boise ID 83720-0080

Secretary of State use only

IDAHO SECRETARY OF STATE
19950210 0900 63556 2
CK #: 22[illegible] [illegible] 44440
CORP
1@ 100.00= 100.00

2 8 1995

ARLP793 File Two Copies Fee: $100 if typed with no attachments
$120 if not typed or if attachments are includ

8. (Continued)

Name	Address

9. This application is accompanied by an original certificate certifying to the lawful existence of the limited partnership, executed by the proper officer of the jurisdiction under the laws of which it is organized.

Dated: Feb 2, 19 95.

CRYSTAL SPRINGS HYDROELECTRIC, L.P.

By GATEWAY ENERGY, INC.
A General Partner

By _____
Dell E. Keehn, President

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I, William Prater, a notary public, do hereby certify that on this 2nd day of February, 19 95, personally appeared before me Dell E. Keehn, who being by me first duly sworn, declared that (s)he is ~~a general partner of~~ the president of Gateway Energy, Inc, a general partner of Crystal Springs Hydroelectric, L.P.

that (s)he signed the foregoing document ~~as a general partner of~~ the limited partnership and that the statements therein contained are true.

WILLIAM N. PRATER, JR. NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-30-96

_____
Notary Public

MAR 2 8 1995

State of Idaho

Department of State

RECEIVED
FEB 21 1995
Department of Water Resources

CERTIFICATE OF AUTHORITY
OF

GATEWAY ENERGY, INC.
File number C 109398

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

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

Dated: February 10, 1995

GREAT SEAL OF THE STATE OF IDAHO

Pete T. Cenarrusa
SECRETARY OF STATE

By _____ 2 8 1995

APPLICATION FOR CERTIFICATE OF AUTHORITY

(Profit Corporation)

FEB 10 10 18 AM '95

To the Secretary of State of Idaho

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

1. The name of the corporation is Gateway Energy, Inc.

2. The name which it shall use in Idaho is Gateway Energy, Inc.

(To be used only when required to avoid a conflict with a name already on file. Must be accompanied by a Board of Directors resolution adopting assumed name in Idaho.)

3. It is incorporated under the laws of the State of Washington

4. The date of its incorporation is October 26, 1994 and the period of its duration, if other than perpetual, is n/a

5. The address of its principal office in the state or country under the laws of which it is incorporated is 11225 SE 6th Street, Suite 100, Bellevue, WA 98004

6. The address to which correspondence should be addressed, if different than item 5, is same

7. The street address of its proposed registered office in Idaho is 140 SPUR LANE KETCHUM, IDAHO, and the name of its proposed registered agent in Idaho at that address is MR. ROBERT ALLISON

8. The purpose or purposes which it is proposed to pursue in the transaction of business in Idaho are: operation of a hydroelectric generating facility known as Crystal Springs Hydroelectric Project (also known as Cedar Draw Hydroelectric Project) located in Twin Falls County, Idaho

(Continued on reverse)

Submit applications and certificate of status to:

Office of the Secretary of State
Division of Corporations
P.O. Box 83720
Boise, Idaho 83720-0080

Secretary of State use only

IDAHO SECRETARY OF STATE
[illegible] 0500 63551 2
[illegible] CUST# 44440
CORP
1@ 100.00= 100.00

MAR 28 1995

ACA593 File Two Copies along with a Certificate of Corporate Status or Existence

Fee: $100 if typed with no attachments
$120 if not typed or if attachments are included

9. The names and respective addresses of its directors and officers are:

Name	Office	Address
Dell E. Keehn	President, Secretary, Treasurer & Director	11225 SE 6th St., #100, Bellevue, WA 98004
William N. Prater, Jr.	Vice President	11225 SE 6th ST., #100, Bellevue, WA 98004

10. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

11. This application is accompanied by a Certificate of Corporate Status or Existence, dated within 90 days, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated: 2/24/95

GATEWAY ENERGY, INC.
(Corporation name)

By _____
Its President/~~Vice President~~ (please specify)

and _____
Its ~~Secretary/Assistant Secretary~~ (please specify)

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I, William Prater, a notary public, do hereby certify that on this 2ND day of FEBRUARY, 19 95, personally appeared before me Dell E. Keehn, who being by me first duly sworn, declared that (s)he is the President of Gateway Energy, Inc.

that (s)he signed the foregoing documents as President of the corporation and that the statements therein contained are true.

WILLIAM N. PRATER, JR. NOTARY PUBLIC 11-30-96 STATE OF WASHINGTON

MAR 2 8 1995

Notary Public

ACA593
Profit

RECEIVED
FEB 21 1995
Department of Water Resources

A47-07768
A47-07991
A47-08009/08005
Water Right No.

Form 208/208
4/88

State of Idaho
Department of Water Resources

AFFIDAVIT FOR WATER RIGHTS TO BE USED FOR POWER PURPOSES

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

1. Individual Applicant or Individual Members of a Partnership:

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

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

2. Corporation:

I, VINCE ALBERDI (name) of Twin Falls (city),

County of Twin Falls, State of Idaho, being duly sworn, deposes and say: That I am the designated registered agent of the Twin Falls Canal Company (name of corporation); that as such I am in charge of the registered office of the said corporation as required by Section 30-1-12, Idaho Code, at Twin Falls (city) Idaho, wherein are kept the corporate records required by Section 30-1-52, Idaho Code; and that Twin Falls Canal Company (name of corporation) is a corporation qualified to do business in the State of Idaho under the laws of the State of Idaho.

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

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

(check one)

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

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

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

Vince Alberdi
Applicant

State of Idaho }
County of Twin Falls } ss.

On this 17 day of February, 19 95, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Doris V. Fanning
Notary Public residing at Twin Falls

seal

My commission expires:
5/10/97

MAR 2 8 1995

69 FERC ¶ 62,228

RECEIVED
DEC 27 1994
Department of Water Resources

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric Company — Project No. 8278-013
Crystal Springs Hydroelectric, L.P. — Idaho

ORDER APPROVING TRANSFER OF LICENSE

(Issued December 16, 1994)

Crystal Springs Hydroelectric Company (Licensee) seeks Commission approval to transfer its license for the Cedar Draw Creek Project to Crystal Springs Hydroelectric, L.P. The project is located on Cedar Draw Creek in Twin Falls County, Idaho. The purpose of the transfer is to facilitate project financing.

The Licensee has fully complied with the terms of the license and agrees to pay charges that have accrued to the date of the transfer. Crystal Springs Hydroelectric, L.P. is qualified to hold the license and operate the property under license and agrees to accept all of the terms and conditions of the license and to be bound by the license as if it were the original licensee.

No comments, protests, or motions to intervene were filed in response to the public notice of the application to transfer the license.

Transfer of the license for this project is consistent with the Commission's regulations and is in the public interest.

The Director orders:

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

(B) Crystal Springs Hydroelectric Company shall pay all annual charges that accrue up to the effective date of the transfer.

(C) Approval of the transfer is contingent upon transfer of title of the properties under license and delivery of all license instruments to Crystal Springs Hydroelectric, L.P., which shall be subject to all terms and conditions of the license as though it were the original licensee. Crystal Springs Hydroelectric, L.P. shall submit certified copies of all instruments of conveyance within 60 days from the date of this order.

(D) Crystal Springs Hydroelectric, L.P. shall acknowledge acceptance of this order and its terms and conditions by signing and returning the attached acceptance sheet within 60 days from the date of this order.

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

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

47-7991
7768

MAR 28 1995

Project No. 8278-013

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

RECEIVED
NOV 22 1994
Department of Water Resources

NOTICE OF APPLICATION

(November 15, 1994)

47-7991
7768

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

a. Type of Application: Transfer of License

b. Project No: 8278-013

c. Date Filed: November 7, 1994

d. Applicant: Crystal Springs Hydroelectric Company

e. Name of Project: Cedar Draw Creek Project

f. Location: Located on Cedar Draw Creek in Twin Falls County, Idaho

g. Filed Pursuant to: Federal Power Act, 16 USC Section 791(a) - 825(r)

h. Applicant Contact: Mr. Dell Keehn
Crystal Springs Hydroelectric, L.P.
11225 SE 6th, Suite 100
Bellevue, WA 98004
(206) 637-1251

i. FERC Contact: Diane M. Murray
(202) 219-2682

j. Comment Date: December 12, 1994

k. Description of Project: The licensee proposes to transfer its license to facilitate project financing and requests expedited consideration of the transfer in order to avoid a technical foreclosure.

l. This notice also consists of the following standard paragraphs: B, C1, and D2.

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

MAR 8 1995

C1. Filing and Service of Responsive Documents -- Any filings must bear in all capital letters the title "COMMENTS" "RECOMMENDATIONS FOR TERMS AND CONDITIONS", "PROTEST" OR "MOTION TO INTERVENE", as applicable, and the Project Number of the particular application to which the filing refers. Any of the above-named documents must be filed by providing the original and the number of copies provided by the Commission's regulations to: The Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, N.E., Washington, D.C. 20426. A copy of any motion to intervene must also be served upon each representative of the Applicant specified in the particular application.

D2. Agency Comments -- Federal, state, and local agencies are invited to file comments on the described application. A copy of the application may be obtained by agencies directly from the Applicant. If an agency does not file comments within the time specified for filing comments, it will be presumed to have no comments. One copy of an agency's must also be sent to the Applicant's representatives.

Linwood A. Watson, Jr.
Acting Secretary

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

January 27, 1995

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Robert K. Mouritsen
Far West Capital
921 Executive Park Dr., Suite B
Salt Lake City, UT 84117

RE: Water Right Nos. 47-07768, 47-07991, 47-08005 and 47-08009

Dear Mr. Mouritsen:

A copy of your January 20, 1995 letter has been included in each of the above referenced water right files. In response to your letter, I offer the following.

Right No. 47-08009 is a license; a water right license is considered real property and is automatically transferred to the new owner unless specifically withheld in the sale. The department does not re-issue licenses for the purpose of showing name changes nor is any other action required to change departmental records for this right since the department does not attempt to keep records of the chain of ownership for licenses.

The remaining three rights are permits which are considered personal property, therefore, departmental records need to be updated to reflect changes in ownership. I have enclosed the appropriate assignment forms for this purpose along with Form 205/206. This form is required for all power filings and should be submitted for each of these permits.

Once the assignment forms and affidavits are received by the department, the assignments will be reviewed for acceptability and approval.

And finally, the Snake River Basin Adjudication Claims which have been filed on three of the above rights require updating in terms of ownership change. The regulations governing the adjudication process require that the chain of ownership is tracked for their processing. Therefore, I have enclosed the form to be used for this purpose as well.

If I can be of further assistance, please let me know.

Sincerely,

Sharla Curtis

SHARLA CURTIS
Water Right Permits Section

Enclosures

MAR 2 8 1995

RECEIVED
JAN 2 3 1995
Department of Water Resources

Far West Capital

January 20, 1995

Jim Johnson, Manager
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720-9000

Re: Water Rights 47-07768
47-07991
47-08005
47-8009

Dear Mr. Johnson:

On September 22, 1994 you sent us a letter explaining the status of water rights 47-07768, 47-07991 and 47-08005. On September 12, 1994 Gary Spackman of your office sent us a letter explaining the status of water right 47-8009. Copies of those letters are enclosed for your convenience.

We are in the process of selling the Crystal Springs Hydroelectric project to Crystal Springs Hydroelectric, L.P., a Washington limited partnership and desire the consent of your department to the assignment of these water rights and any other permits or rights that affect the facility to such entity.

Could you please sign below acknowledging your consent thereto and advise us if there are any other forms or procedure necessary with your office to change the licensee as above stated.

Your prompt acknowledgment and attention in this matter are greatly appreciated. If you have any questions please call either me or Mr. Dell Keehn on behalf of the assignee at (206) 637-1251.

Sincerely,

Robert K Mouritsen

Robert K. Mouritsen
Associate General Counsel

MICROFILMED
MAR 28 1995

RKM:hs

cc: Dell Keehn
Thomas A. Quinn
Alan O. Melchior

921 Executive Park Drive, Suite B · Salt Lake City, Utah 84117 · (801) 268-4444 · Fax: (801) 266-5155

The undersigned hereby acknowledges and consents to Crystal Springs Hydroelectric Company's assigning Water Permit Nos. 47-07768, 47-07991, 47-08005 and 47-8009 and any other permits or rights that affect the facility to Crystal Springs Hydroelectric, L.P. and to such entity becoming the new Licensee.

Idaho Department of Water Resources

By: _____

Its: _____

MAR 28

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 22, 1994

Crystal Springs Hydroelectric Co.
921 Executive Park Dr. #3
Salt Lake City, Utah
84117

Dear Sir;

Per your request on the status of water rights 47-07768, 47-07991 and 47-08005, I offer the following information.

The referenced water rights still have permit status and are ready to be licensed. The reason the licenses have not been issued is because of a backlog of permits waiting for licensing.

The permit holder has completed all necessary development requirements and the fact that the rights are still permits in no way jeopardizes the validity of the rights. There is no other action that the permit holder can or needs to do at this time.

The Department will issue licenses for these rights as soon as possible and will contact you when this is done.

If you have any further questions or if I can assist you in any way please let me know. My phone number is 208-327-7947.

Sincerely,

Jim Johnson, Manager
Water Permits Section

Also sent by FAX 801-266-5155
9/23
SC

RECEIVED
MAR 28 1995

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 14, 1992

RE: Water Right Nos. 47-7768/7991/8005/8009

Douglas M. Monson
Ray, Quinney & Nebeker
PO Box 45385
Salt Lake City, UT 84145-0385

Dear Mr. Monson:

I have received your correspondence dated December 27, 1991 concerning the above referenced water rights. I offer the following in response.

Water Right 47-8009 is a licensed right. A license is considered real property; proof of owning the land is proof of owning the right, unless specifically withheld in the sale. The license was issued in the name of Crystal Springs Hydroelectric Co. But as I stated, the license is appurtenant to the property.

Water Rights 47-7768 and 47-7991 are permits currently held in the name of First Security Bank of Idaho. Our contact person for these is Mark Simonson, Vice Pres. of the bank. Field examinations for these rights have been conducted and water right licenses will subsequently be issued on them. We have a backlog of permits to be licensed, therefore, I can't really give you a time frame for when that will happen.

Water Right 47-8005 is also a permit currently in the name of First Security Bank of Idaho. This is the right for which the proof of beneficial use statement was recently submitted. Per your request, I have enclosed a copy of that statement. Upon receipt of such a statement, the Department is responsible for conducting a field examination. This examination will be conducted out of our Southern Regional Office in Twin Falls; arrangements for the exam can be made through that office.

MICROFILMED
MAR 28 1995

I have placed a copy of your correspondence in each of the files for future reference. We will attempt to send copies of future correspondence to First Security Bank of **Utah**; however, because numerous department employees work with these files it is impossible for me to guarantee that action.

If I can be of further assistance, please give me a call.

Sincerely,

Sharla Curtis

SHARLA CURTIS
Water Resource Agent

Enclosure

MAR 28 1995

RAY, QUINNEY & NEBEKER
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ALONZO W. WATSON, JR.
STEPHEN B. NEBEKER
MITCHELL MELICH
DON B. ALLEN
MERLIN O. BAKER
CLARK P. GILES
JAMES W. FREED
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MICHAEL E. BLUE
CAMERON M. HANCOCK
ELAINE A. MONSON
SYLVIA IANNUCCI
JARED M. HARRIS
GEORGE S. ADONDAKIS
DAVID A. CUTT

400 DESERET BUILDING
79 SOUTH MAIN STREET
P. O. BOX 45385
SALT LAKE CITY, UTAH 84145-0385
TELEPHONE (801) 532-1500
TELECOPIER NO. (801) 532-7543

210 FIRST SECURITY BANK BLDG.
92 NORTH UNIVERSITY AVENUE
PROVO, UTAH 84601-4420
TELEPHONE (801) 226-7210
TELECOPIER NO. (801) 375-8379

1020 FIRST SECURITY BANK BLDG.
2404 WASHINGTON BOULEVARD
OGDEN, UTAH 84401-2306
TELEPHONE (801) 621-0713
TELECOPIER NO. (801) 392-6068

OF COUNSEL
ALBERT R. BOWEN
ROBERT GORDON
M. JOHN ASHTON
KENT H. MURDOCK

Salt Lake City Office

December 27, 1991

RECEIVED
DEC 30 1991
Department of Water Resources

Sharla Curtis
State of Idaho
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

RE: Permit Nos. 47-08005, 47-07768, 47-07991, 47-08009; Crystal Springs Project; Bonneville Pacific Corporation

Dear Ms. Curtis:

As we discussed this morning, our firm represents First Security Bank of Utah, N.A., which is the mortgage holder on the Crystal Springs hydroelectric project. We received from our Trustee, First Security Bank of Idaho, N.A., a copy of a notice dated August 31, 1991 from Rita Fleck of your office advising that proof of the extent of the beneficial use of Permit No. 47-08005 had to be submitted by November 1, 1991. It is my understanding from our conversation that the required proof was submitted on October 2, 1991 by Bonneville Pacific Corporation ("Bonneville"), which was then the operator of the project.

We would appreciate it if you could forward to us a copy of Bonneville's October 2 submission, and also advise us of any further action which might need to be taken in order to preserve the permit. For your information, Bonneville filed a Chapter 11

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MAR 28 1995

bankruptcy petition in Utah on December 5, 1991 (a copy of the notice of Bonneville's filing is enclosed for your reference), and we are currently uncertain in view of this filing whether or not Bonneville will continue to monitor and comply with filing requirements in order to preserve existing permits.

First Security is of course vitally interested in seeing that all necessary permits for the Crystal Springs project are kept in force, and would appreciate your sending directly to them copies of all notices related to the permits. We would appreciate it if you could forward such notices to First Security at the following address (in addition to the First Security Bank of Idaho address you have currently listed):

First Security Bank of Utah, N.A.
c/o Paul Toller, Assistant Vice President
Special Loans Department
79 South Main Street, 11th Floor
Salt Lake City, Utah 84111

Thank you for your assistance with this matter.

Sincerely,

RAY, QUINNEY & NEBEKER

Douglas Monson

Douglas M. Monson

Enclosure
cc: R. Paul Toller
James Z. Davis
DMM:jh:

RECEIVED
2 8 1995

Frank E. Moss Building
350 South Main
Salt Lake City, UT 84101

UNITED STATES BANKRUPTCY COURT
RAY QUINNEY

DEC 24 1991

District of Utah

NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES (Corporation/Partnership Case)

DOCKET CONTRO

Case Number: 91-27701 JHA
Date Filed (or Converted): 12/05/91

91-27701

IN RE(NAME OF DEBTOR)
Bonneville Pacific Corporation,
87-0363215

ADDRESS OF DEBTOR
257 East 200 South, Ste. 800
Salt Lake City, UT 84111

NAME/ADDRESS OF ATTORNEY FOR DEBTOR
David E. Leta
50 W. Broadway, 6th Fl.
Salt Lake City, UT 84101

NAME/ADDRESS OF TRUSTEE

Telephone Number: (801) 532-7520

Telephone Number:

DATE/TIME/LOCATION OF MEETING OF CREDITORS
January 13, 1992 at 1:00 pm
Little America Hotel
Arizona Room
500 South Main Street
Salt Lake City, UT 84101

[x] Corporation [ ] Partnership

Filing Claims: Deadline to File a Proof of Claim is 04/13/92

COMMENCEMENT OF CASE. A petition for reorganization under chapter 11 of the Bankruptcy Code has been filed in this court by or against the debtor named above, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property and debts, are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review Sec. 362 of the Bankruptcy Code and may wish to seek legal advice. If the debtor is a partnership, remedies otherwise available against general partners are not necessarily affected by the commencement of this partnership case. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.

MEETING OF CREDITORS. The debtor's representative, as specified in Bankruptcy Rule 9001(a)(5), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may examine the debtor and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors.

PROOF OF CLAIM. Schedules of creditors have been or will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in this case. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in the case or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedules of creditors has the responsibility for determining that the claim is listed accurately. The place to file a proof of claim, either in person or by mail, is the office of the clerk of the bankruptcy court. Proof of claim forms are available in the clerk's office of any bankruptcy court.

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the court at a confirmation hearing. Creditors will be given notice concerning any plan, or in the event the case is dismissed or converted to another chapter of the Bankruptcy Code. The debtor will remain in possession of its property and will continue to operate any business unless a trustee is appointed.

A case may be dismissed 10 days after the first meeting if the debtor(s) or debtor's counsel fail to attend the meeting; or file required Schedules/Statements within 15 days after the petition date. (Local Rules 511, 525)

MAR 28 1995

For the Court: William C. Stillgebauer
Clerk of the Bankruptcy Court

12/20/91
Date

FORM B9F 0001

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF UTAH

CENTRAL DIVISION

In Re:	)	
	)	Bankruptcy No. 91A-27701
BONNEVILLE PACIFIC CORPORATION,	)	Chapter 11
	)	
Debtor in Possession.	)	

ORDER LIMITING FURTHER NOTICE

This matter came before the Court upon the *Ex Parte* Motion of Bonneville Pacific Corporation, Debtor and Debtor-in-Possession (the "Debtor") in the above-captioned case, for entry of an order limiting notice pursuant to Rule 2002(i), Fed. R. Bankr. P. (the "Motion"). Based on the Motion, the pleadings on file in this case, and good cause appearing therefor, it is hereby ORDERED that:

1. Pursuant to Rule 2002(i), all future notices required by Rule 2002(a)(2), (3) and (7), Fed. R. Bankr. P., in the above-captioned bankruptcy case will be mailed to only: (1) the members of official committees appointed by the United States Trustee pursuant to 11 U.S.C. § 1102, and to their authorized agents, (2) the office of the United States Trustee, and (3) creditors, equity security holders or parties-in-interest who serve on the Debtor and file with the Court a request that all notices be mailed to them, and (4) the 20 largest unsecured creditors.

2. Notice of this Order, or a copy hereof, shall be mailed to all creditors on the official matrix of creditors filed in this Case, to the office of the United States Trustee and to all parties-in-interest who have filed a request for notice as of the date of such mailing.

DATED this 13 day of December, 1991.

BY THE COURT:

The Honorable John H. Allen
United States Bankruptcy Court Judge

FILED
MAR 28 1995

\wpf\BonLimit.Ord

47-7768
47-7991

SUMMARY OF WATER RIGHT FLOWS FROM CRYSTAL SPRINGS

by: Gary Spackman
Date: September 3, 1987

Licenses & Permits

John Blass	2.0 cfs
W.R. Hurst	2.3 cfs
Corps	50.0 cfs
	6.5 cfs
	69.0 cfs
	125.5 cfs

Clear Springs Trout Co. 335.1 cfs

464.9 cfs

If additional flows sought by Corps and Clear Springs are granted

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MAR 2 8 1995

464.9
+ 50 Corps
+ 40 Clear Springs
554.9 cfs

...55 TOLL FREE.

AIRBILL NUMBER 6376286675

6376286675

Date 070788

From (Your Name) Please Print: JAMES M. DESTER

Your Phone Number (Very Important): ( ) 801 532-1500

Company: RAY [illegible] & NEBEKER

Department/Floor No.:

Street Address: [illegible] 79 SO MAIN

City: SALT LAKE CITY State: UT ZIP Required For Correct Invoicing: 8 4 1 1 1

2 To (Recipient's Name) Please Print: Gary Spackman

Recipient's Phone Number (Very Important): ( )

Company: ID. DEPT. OF WATER RESOURCES

Department/Floor No.:

Exact Street Address (Use of P.O. Boxes or P.O. Zip Codes Will Delay Delivery and Result in Extra Charge.): 1301 No. Orchard Street

City: Boise State: Idaho ZIP Street Address Zip Required: 83720

3 YOUR BILLING REFERENCE INFORMATION (FIRST 24 CHARACTERS WILL APPEAR ON INVOICE.)

k220-414

4 PAYMENT: Bill Sender; Bill Recipient's FedEx Acct. No.; Bill 3rd Party FedEx Acct. No.; Bill Credit Card; Cash

5 SERVICES CHECK ONLY ONE BOX

1 PRIORITY 1 Overnight Delivery Using Your Packaging

6 OVERNIGHT LETTER* (Our Packaging) 9½"x 12½"

OVERNIGHT DELIVERY USING OUR PACKAGING

2 Courier-Pak Overnight Envelope* 9"x 15½"

3 Overnight Box 12½"x 17½"x 3" A

4 Overnight Tube 38"x 6"x 6" B

*Declared Value Limit $100

5 STANDARD AIR Delivery not later than second business day

SERVICE COMMITMENT

PRIORITY 1 - Delivery is scheduled early next business morning to most locations. It may take two or more business days if the destination is outside our primary service areas.

STANDARD AIR - Delivery is generally next business day or not later than second business day. It may take three or more business days if the destination is outside our primary service areas.

DELIVERY AND SPECIAL HANDLING CHECK SERVICES REQUIRED

1 HOLD FOR PICK-UP (Fill in Section H at right)

2 ☑ DELIVER WEEKDAY

3 DELIVER SATURDAY (Extra charge) ☐

4 DANGEROUS GOODS (P-1 and Standard Air Packages only. Extra charge)

5 CONSTANT SURVEILLANCE SERVICE (CSS) (Extra charge) (Do Not Complete Section 5)

6 DRY ICE _____ Lbs

7 OTHER SPECIAL SERVICE _____

8

9 SATURDAY PICK-UP (Extra charge)

10

	PACKAGES	WEIGHT	YOUR DECLARED VALUE	OVER SIZE
	1	1		
Total	Total	Total		

Received At: 1 ☐ Regular Stop 2 ☐ On-Call Stop 3 ☐ Drop Box 4 ☐ B.S.C 5 ☐ Station

Federal Express Corp. Employee No.

6 Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom.

Release Signature:

Date/Time For Federal Express Use

H HOLD FOR PICK-UP AT THIS FEDERAL EXPRESS LOCATION: Street Address (See Service Guide or Call 800-238-5355)

City State

ZIP *Zip Code of Street Address Required

Emp. No. Date

☐ Cash Received

☐ Return Shipment

☐ Third Party ☐ Chg. To Del. ☐ Chg. To Hold

Street Address

City State Zip

Received By: X MAR 28 1995

Date/Time Received FedEx Employee Number

Federal Express Use

Base Charges

Declared Value Charge

Origin Agent Charge

Other

Total Charges

PART #106001 REV 5/87 PRINTED U.S.A. SRCE

007

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

CECIL D. ANDRUS
GOVENOR
R. KEITH HIGGINSON
DIRECTOR

July 26, 1988

James M. Dester
Attorney at Law
P.O. Box 45385
79 South Main St.
Salt Lake City, UT 84145-0385

RE: Crystal Springs Hydroelectric Project

Dear Mr. Dester:

In response to your letter dated July 7, 1988, I have reviewed the collateral assignment of permit nos. 47-7768, 47-7991, 47-8005 and 47-8009. I have also reviewed the affidavit of Mark A. Simonson, Vice President and Trust Officer of First Security Bank of Idaho, N.A. Based on my review, I find that First Security Bank of Idaho is qualified to do business in the state of Idaho, and that the collateral assignment to First Security Bank of Idaho as a trustee is appropriate. I also find specifically under Idaho Code Section 42-207, that the transfer appears to have been made in good faith, and was not for purposes of speculation or delay.

This letter does not address the assignment of application for permit for altering stream channel no. 47-S-70, although a copy of this letter will be forwarded to that file for reference.

Our records will show that First Security Bank of Idaho, N.A. is the owner of the above mentioned permits. We will, however, attempt to accomodate the request to issue the licenses for the above mentioned permits to Crystal Springs Hydroelectric Company.

Sincerely,

Gary Spackman

GARY SPACKMAN
Water Allocation Section

GS:hm

MAR 28 1995

RAY, QUINNEY & NEBEKER
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

ALONZO W. WATSON, JR.
STEPHEN B. NEBEKER
MITCHELL MELICH
L. RIDD LARSON
DON B. ALLEN
MERLIN O. BAKER
CLARK P. GILES
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RICHARD G. ALLEN
ANTHONY W. SCHOFIELD
ALLEN L. ORR
BRAD D. HARDY
BRIAN E. KATZ
A. ROBERT THORUP
*JOHN P. HARRINGTON
BRENT W. TODD

LARRY G. MOORE
ANTHONY B. QUINN
THOMAS L. KAY
BRUCE L. OLSON
JOHN A. ADAMS
DOUGLAS M. MONSON
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STEVEN J. AESCHBACHER
PAUL D. NEWMAN
KEITH A. KELLY
RICK L. ROSE
MARK Y. HIRATA
RICK B. HOGGARD
LYNN H. PACE
LISA A. YERKOVICH

OF COUNSEL
ALBERT R. BOWEN
W. J. O'CONNOR, JR.

*ADMITTED IN COLORADO & TEXAS

400 DESERET BUILDING
79 SOUTH MAIN STREET
P. O. BOX 45385
SALT LAKE CITY, UTAH 84145-0385
TELEPHONE (801) 532-1500
TELECOPIER NO. (801) 532-7543

210 FIRST SECURITY BANK BLDG.
92 NORTH UNIVERSITY AVENUE
PROVO, UTAH 84601-4420
(801) 226-7210

1020 FIRST SECURITY BANK BLDG.
2404 WASHINGTON BOULEVARD
OGDEN, UTAH 84401-2306
(801) 621-0713

PAUL H. RAY (1893-1967)
A. H. NEBEKER (1895-1980)
S. J. QUINNEY (1893-1983)

July 7, 1988

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JUL 8 1988
Department of Water Resources

FEDERAL EXPRESS

Gary Spackman
Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Re: Crystal Springs Hydroelectric Project

Dear Gary:

Pursuant to our prior discussions concerning the Collateral Assignment of permit nos. **47-7768**, 47-7991, 47-8005, 47-8009 and Application for Permit for Altering Stream Channel no. 47-S-70 (the "Permits") from Crystal Springs Hydroelectric Company to First Security Bank of Idaho, N.A., as trustee for First Security Bank of Utah, National Association, I have enclosed the following documents:

1. Collateral Assignment of Water Rights, dated as of July 7, 1988;

2. Affidavit of Mark A. Simonson, Vice President and Trust Officer of First Security Bank of Idaho, N.A.; and

3. Letter dated July 7, 1988 from First Security Bank of Utah, National Association and First Security Bank of Idaho, N.A., requesting that licenses issued in the future in connection with the Permits be issued in the name of Crystal Springs Hydroelectric Company.

MAR 28 1995

Based upon our prior discussions, it is my understanding that you will issue a letter to First Security Bank of Utah, National Association, First Security Bank of Idaho, N.A. and Crystal Springs Hydroelectric company, approving the Collateral Assignments of the Permits. Please forward the approval to me at Ray, Quinney & Nebeker, 79 South Main Street, Suite 400, Salt Lake City, Utah 84111. If my understanding of the foregoing is incorrect or if you have questions concerning the above, please give me a call at (801)532-1500.

We sincerely appreciate your assistance in these matters.

Very truly yours,

RAY, QUINNEY & NEBEKER

James M. Dester

JMD/rp
Enclosure

MAR 2 8 1995

July 7, 1988

Idaho Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Attention: Gary Spackman

Re: Crystal Springs Hydroelectric Project

Dear Mr. Spackman:

Crystal Springs Hydroelectric Company, an Idaho general partnership ("Crystal Springs") owns the above-referenced hydroelectric project located in Twin Falls County, Idaho. In connection with the operation of the project, Crystal Springs has obtained the following water permits from the Idaho Department of Water Resources (the "Department"): Permit Nos. 47-7768, 47-7991, 47-8005 and 47-8009 (the "Permits"). Crystal Springs has also received approval by the Department of Application for Permit to Alter Stream Channel No. 47-S-70 (the "Application").

First Security Bank of Utah, National Association ("First Security Utah") is making a loan to Crystal Springs for the purpose of refinancing the existing loan on the project, and, in connection with the new loan, First Security Utah is requiring that Crystal Springs execute a Collaterl Assignment of Water Rights, pursuant to which Crystal Springs is collaterally assigning the Permits and the Application to First Security Bank of Idaho, N.A. ("First Security Idaho"), as trustee for the benefit of First Security Utah. A fully executed and acknowledged original of the Collateral Assignment of Water Rights is enclosed with this letter for your records. Also enclosed is an Affidavit of Mark A. Simonson, Vice President and Trust Officer of First Security Idaho, attesting to the qualifications of First Security Idaho to receive assignments of the Permits in accordance with Section 42-206 and 42-207 of the Idaho Code.

You have indicated that licenses will be issued in connection with certain of the Permits in the near future

MAR 2 8 1995

and that ordinarily the licenses would be issued in the name of First Security Idaho, the trustee under the Collateral Assignment of Water Rights. Notwithstanding the foregoing, First Security Utah and First Security Idaho hereby request that any and all licenses to be issued in connection with the Permits be issued in the name of Crystal Springs Hydroelectric Company, an Idaho general partnership, until you receive written instructions from First Security Utah and First Security Idaho to the contrary.

The undersigned sincerely appreciate your assistance and cooperation in this matter.

Very truly yours,

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By: Harvey M. Tanner Vice Pres
Harvey M. Tanner, Vice President

FIRST SECURITY BANK OF IDAHO, N.A.

By: Dean [illegible] Senior Vice President

MAR 2 8 1995

AFFIDAVIT

STATE OF IDAHO)
)
COUNTY OF ADA)

I, Mark A. Simonson, on oath state that:

1. I am a duly elected Vice President and Trust Officer of First Security Bank of Idaho, N.A., a national banking association organized under the laws of the United States of America (the "Bank").

2. Pursuant to the National Bank Act and the Bank's Articles of Association, as amended, a copy of which is attached hereto as Exhibit A, the Bank is qualified and authorized to do business in the State of Idaho.

3. The Bank's main office and principal place of business is located in Boise, Idaho.

4. This Affidavit is provided to confirm that the Bank is qualified to receive collateral assignments of water rights and associated permits in accordance with Sections 42-206 and 42-207 of the Idaho Code.

Name: Mark A. Simonson
Title: Vice President and Trust Officer
First Security Bank of Idaho, N.A.

SUBSCRIBED AND SWORN to before me this 9 day of June, 1988.

(SEAL)

Notary Public
Residing at: Ada County
Boise
My Commission Expires: 7-3-93

1468d

MAR 28 1995

ARTICLES OF ASSOCIATION

AS AMENDED

FIRST SECURITY BANK OF IDAHO

NATIONAL ASSOCIATION

FIRST. The title of this Association shall be

"FIRST SECURITY BANK OF IDAHO, NATIONAL ASSOCIATION"

SECOND. The main office shall be in Boise, Ada County, State of Idaho. The general business of the Association shall be conducted at its main office and its legally established branches.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five shareholders. At any meeting of the shareholders held for the purpose of electing Directors, or changing the number thereof, the number of Directors may be determined by a majority of the votes cast by the shareholders in person or by proxy. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any Directors' meeting.

FOURTH. The regular annual meeting of the shareholders of this association shall be held at its main banking house, or other convenient place duly authorized by the Board of Directors, on such day of each year as is specified therefor in the bylaws.

FIFTH. The amount of authorized capital stock of this Association shall be Twenty Million Dollars ($20,000,000.00), divided into 200,000 shares of common stock of the par value of One Hundred Dollars ($100.00) each; but said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the United States.

If the capital stock is increased by the sale of additional shares thereof, each shareholder shall be entitled to subscribe for such additional shares in proportion to the number of shares of said capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized. The Board of Directors shall have the power to prescribe a reasonable period of time within which the preemptive rights to subscribe to the new shares of capital stock must be exercised.

MAR 2 8 1995

If the capital stock is increased by a stock dividend, each shareholder shall be entitled to his proportionate amount of such increase in accordance with the number of shares of capital stock owned by him at the time the increase is authorized by the shareholders, unless another time subsequent to the date of the shareholders' meeting is specified in a resolution adopted by the shareholders at the time the increase is authorized.

The Association at any time and from time to time may authorize and issue debt obligations, whether or not subordinated, without the approval of shareholders.

SIXTH. (1) The Board of Directors shall appoint one of its members President of this Association. It may also appoint a Chairman of the Board, and one or more Vice Chairmen. The Board of Directors shall have the power to appoint one or more Vice Presidents, at least one of whom shall also be a member of the Board of Directors, and who shall be authorized in the absence of the President, to perform all acts and duties pertaining to the office of President; to appoint a Cashier and such other officers and employees as may be required to transact the business of this Association; to fix the salaries to be paid to such officers and employees of this Association, and to dismiss any of such officers or employees and appoint others to take their place.

(2) The Board of Directors shall have the power to define the duties of officers and employees of this Association and to require adequate bonds from them for the faithful performance of their duties; to make all Bylaws that may be lawful for the general regulation of the business of this Association and the management of its affairs, and generally to do and perform all acts that may be lawful for a Board of Directors to do and perform.

(3) Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, estate or other enterprise or was acting in furtherance of the Association's business shall be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association provided: however, no indemnification shall be given to a person adjudged guilty of, or liable for, willful misconduct, gross neglect of duty, or criminal acts. The termination of any action, suit or proceeding by judgment, order settlement, or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association.

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(4) Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association (such action or suit being known as a "derivative proceeding") to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association or is or was serving at the request of the Association as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, estate or other enterprise shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(5) To the extent that such director, officer, employee, fiduciary or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in (3) or (4) of this Article or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(6) Any indemnification under (3) or (4) of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a reasonable determination that indemnification of the director, officer, employee, fiduciary or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in (3) or (4) of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

(7) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in (6) of this Article upon receipt of an undertaking by or on behalf of the director, officer, employee, fiduciary or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

(8) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of the heirs, executors, successors in interest, and administrators of such a person.

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(9) The Board of Directors shall have the power to change the location of the main office of this Association to any other place within the limits of Boise, Idaho, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency; and shall have the power to change the location of any branch or branches of this Association to any other location, without the approval of the shareholders of this Association but subject to the approval of the Comptroller of the Currency.

SEVENTH. The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

EIGHTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than ten per centum (10%) of the stock of this Association, may call a special meeting of shareholders at any time.

Unless otherwise provided by the laws of the United States, a notice of the time, place, and purpose of every annual and every special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of this Association.

Subject to the provisions of the laws of the United States, these Articles of Association may be amended at any meeting of the shareholders for which adequate notice has been given, by the affirmative vote of the owners of a majority of the stock of this Association, voting in person or by proxy.

As Amended
January 11, 1977

APPROVED

MAR 2 8 1995

COLLATERAL ASSIGNMENT OF WATER RIGHTS

This Collateral Assignment of Water Rights (hereinafter called the "Assignment"), dated as of July 7, 1988, is hereby entered into by CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, with its principal office c/o Far West Capital, Inc., 1135 East South Union Avenue, Midvale, Utah 84047 (hereinafter called the "Assignor"), FIRST SECURITY BANK OF IDAHO, N.A., a national banking association qualified to do business in the State of Idaho, with its principal office at 119 North 9th Street, Boise, Idaho 83701 (hereinafter called the "Trustee"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, with its office at 15 East 100 South, Second Floor, Salt Lake City, Utah 84111 (hereinafter called the "Bank").

Recitals

A. Assignor and the Bank have entered into a Credit Agreement, dated of even date herewith (the "Credit Agreement"), pursuant to which the Bank has agreed to make a loan to Assignor in the aggregate amount of $2,800,000 to refinance a certain hydroelectric project known as the Crystal Springs Hydroelectric Project in Twin Falls County, Idaho (the "Project").

B. Assignor owns water rights relating to the Project pursuant to Permit Nos. 47-7768, 47-7991, 47-8005, 47-8009 and Application for Permit to Alter Stream Channel No. 47-S-70 (the "Permits") issued by the Department of Water Resources of the State of Idaho (the "Department"), copies of which are attached hereto as Exhibit A. The Project is located on the real property described in Exhibit B attached hereto.

C. As a condition to making the loans under the Credit Agreement to refinance the Project, the Bank requires that this Assignment be executed and delivered to the Trustee.

Agreement

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

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

(a) the Recitals are true and correct;

(b) Assignor is the lawful owner of the rights and interests granted by the Permits, the Permits are in full force and effect and have not been amended or modified, and the Assignor has not transferred, assigned or

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conveyed or granted a security interest in its rights and interests under the Permits.

2. Subject to and specifically conditioned upon the written approval hereof by the Department, Assignor hereby assigns to Trustee all of Assignor's right, title and interest in the Permits and all amendments and supplements thereto. Such assignment is made as collateral security for the payment of all of the obligations of the Assignor to the Bank arising under the Credit Agreement, including but not limited to the indebtedness evidenced by the Promissory Note issued to the Bank under the Credit Agreement. Assignor also hereby grants a security interest to Trustee in the Permits and all amendments and supplements thereto.

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

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

5. Upon the occurrence of any Default the Trustee, at the request of the Bank, may without notice or demand and with or without entry upon the site of the Project, at its option, take over and enjoy the benefits of the Permits to the same extent as Assignor might do. The exercise of such right by the Trustee shall not affect any of the rights or remedies of the Bank under any other instrument securing payment of the obligations under the Credit Agreement and the Promissory Note issued thereunder. In addition, upon the occurrence of a Default the Trustee shall have the right to exercise and enforce any and all rights and remedies available after Default to a secured party under the applicable

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law. If notice to the Assignor of any intended disposition of collateral or any other intended actions is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Assignor at least 10 days prior to the intended disposition or other action.

6. The Trustee shall hold all right, title and interest in the Permits for the benefit of the Bank subject to the limitations under this Assignment, pending issuance of water licenses to replace the Permits by the Department. Any water license issued to replace the Permit shall be issued to Assignor; provided, however, that this Assignment shall constitute an automatic assignment to the Trustee of all of Assignor's right, title and interest in any such water license as collateral security for the payment of Assignor's obligations under the Credit Agreement and the Promissory Note issued thereunder and the rights and remedies of the Trustee with respect to any such water license shall be the same as those provided in this Assignment in respect of the Permits. Should any water license be issued to the Trustee instead of to Assignor, the Trustee shall take all necessary steps to transfer ownership of such water license to the Assignor as soon as possible, subject to the terms of this Assignment.

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

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

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

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

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

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

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powers, privileges and duties of the retiring Trustee and the retiring Trustee shall be discharged from its duties and obligations under this Assignment. After any retiring Trustee's resignation or removal hereunder as Trustee, the provisions of paragraphs 7 through 11 of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Assignment.

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

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

15. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Trustee, the Bank and their respective successors and assigns.

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

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

Crystal Springs Hydroelectric Company
c/o Far West Capital, Inc.
1135 East South Union Avenue
Midvale, Utah 84047

With a copy to:

Bonneville Pacific Corporation
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
Attention: Mark E. Rinehart

18. The Trustee shall release all collateral granted hereunder when all amounts outstanding under the Promissory Note issued under the Credit Agreement, including accrued and unpaid

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interest thereon, and all other amounts outstanding under the Credit Agreement have been paid in full.

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

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

ASSIGNOR:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY,
an Idaho general partnership

By: Far West Capital, Inc., a Utah corporation, as general partner

By: _____
Its: _____

By: Far West Hydroelectric Fund, Ltd., a Utah limited partnership, as general partner

By: Far West Capital, Inc., a Utah corporation, as general partner

By: _____
Its: _____

By: _____
Alan O. Melchior, as general partner

By: _____
Thomas A. Quinn, as general partner

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TRUSTEE:

FIRST SECURITY BANK OF IDAHO, N.A.

By: _____

Its: Vice President & Trust Officer

BANK

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

By _____
Its: Vice President

[Attach Idaho Acknowledgements]

1466d

MAR 2 8 1995

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

On the 7th day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Dunn, known or identified to me to be the Vice President of FAR WEST CAPITAL, INC., a Utah corporation, the corporation that executed the instrument or the person who executed the instrument for Far West Capital, Inc., as general partner of CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, and acknowledged to me that such corporation, on behalf of said partnership, executed the same.

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

(SEAL)

Rosalie Parr
Notary Public for State of Utah
Residing at: Salt Lake City, Utah

My Commission Expires: 8-22-90

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

On the 7th day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Dunn, known or identified to me to be the Vice President of FAR WEST CAPITAL, INC., a Utah corporation, the corporation that executed the instrument or the person who executed the instrument for Far West Capital, Inc., as general partner of FAR WEST HYDROELECTRIC FUND, LTD., a Utah limited partnership, as general partner of CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, and acknowledged to me that such corporation, on behalf of said limited partnership, on behalf of said general partnership, executed the same.

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

(SEAL)

Rosalie Parr
Notary Public for State of Utah
Residing at: Salt Lake City, Utah

My Commission Expires: 8-22-90

MAR 28 1995

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

On the 6TH day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan O. Melchior, known or identified to me to be one of the general partners of FAR WEST HYDROELECTRIC FUND, LTD., a Utah limited partnership, the limited partnership that executed the instrument or the person who executed the instrument for FAR WEST HYDROELECTRIC FUND, LTD., as general partner of CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, and acknowledged to me that he, on behalf of said limited partnership, on behalf of said general partnership, executed the same.

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

(SEAL)

Rosalie Gaw
Notary Public for State of Utah
Residing at: Salt Lake City, Utah

My Commission Expires: 8-22-90

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

On the 7TH day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Quinn, known or identified to me to be one of the general partners of FAR WEST HYDROELECTRIC FUND, LTD., a Utah limited partnership, the limited partnership that executed the instrument or the person who executed the instrument for FAR WEST HYDROELECTRIC FUND, LTD., as general partner of CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, and acknowledged to me that he, on behalf of said limited partnership, on behalf of said general partnership, executed the same.

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

(SEAL)

Rosalie Gaw
Notary Public for State of Utah
Residing at: Salt Lake City, Utah

My Commission Expires: 8-22-90

1466d

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STATE OF IDAHO)
: ss.
COUNTY OF Ada)

On this 9th day of June, in the year 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. SIMONSON, known or identified to me to be the Vice President & Trust Officer of FIRST SECURITY BANK OF IDAHO, N.A., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Mary Vlasin

Notary Public for the State of Idaho
Residing at: Ada County-Boise

My commission expires: 7-3-93

3358g

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

On this 7th day of July, in the year 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Harvey M. Tanner, known or identified to me to be the Vice President of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

Notary Public for the State of Utah
Residing at: Salt Lake City, Utah

My commission expires: 8-22-90

1466d

MAR 28 1995

EXHIBIT A

Form 202
3/78

Ident. No. 47-7768

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

AMENDED

RECEIVED
DEC 20 1984
Department of Water Resources
Southern District Office

APPROVED Amended

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9800

Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

Amount 110 (cfs or ~~acre-feet per annum~~) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 110 cubic feet per second and/or b. ____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

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 ____ (Month/Day) to ____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9S

Range 15E B.M.

(2) Amount of power to be generated: ~~* horsepower under 267 feet of head.~~ can produce 1991 kilowatts at 80% efficiency - kw 10/23/8
~~-If See Remark (1) **~~

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

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

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

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File in 47-7768

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

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

Total number of acres to be irrigated _____

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

~~47-7767~~ **

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

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 diversion point is leased.

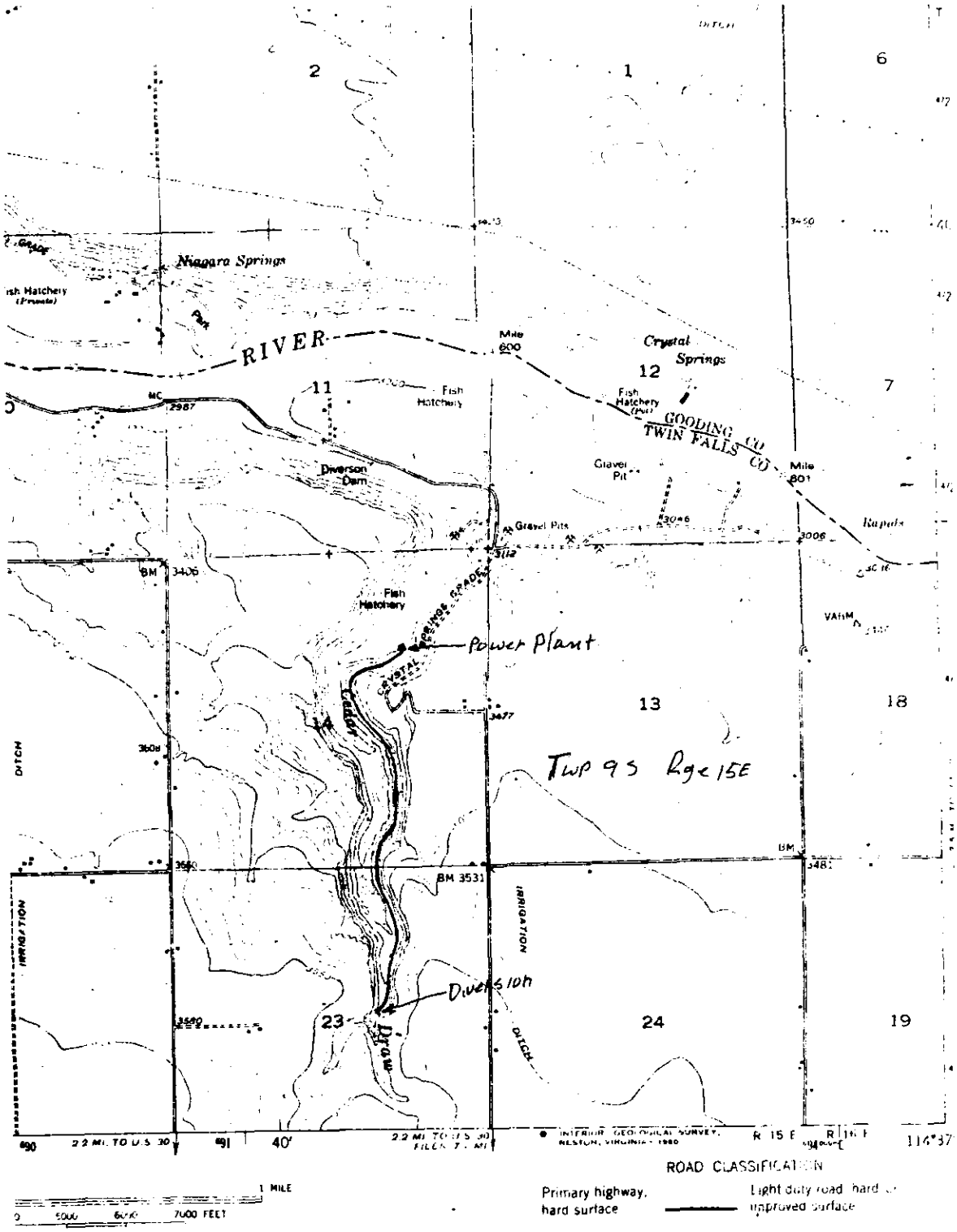
10. Remarks

(1) This application is being combined with 47-7767 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

** Application 47-7767 was relinquished on 10/24/1986 - kw 10/28/86

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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.

Crystal Springs Hydroelectric Co.

(Applicant)

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Proposed Priority 11/10/81

original app. rec'd 11/10/1981 - $1275. - Receipt No. 20645

Received by merya Date 12/30/84 Time 12:00 p

Preliminary check by ADm Fee $ 20.00 Amended Applic Fee

Receipted by merya Date 1/3/85 # 35251

Publication prepared by merya Date 1/3/85

Published in Times News Lewiston Morning Tribune, The Idaho Statesman, and the Post Register

Publication dates 1/10 & 1/17/85 11/07 & 11/14/1985

Publication approved merya Date 1/9/85

Protests filed by: Idaho Dept. of Fish & Game ~~Withdrawn~~ 7/22/85

Copies of protests forwarded by

Hearing held by Date

Recommended for approval denial by KK tlw

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. 47-7768, 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 November 1, 19 91.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyler D. Dayton
Chief, Operations Bureau

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ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-7768

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Tyler G. Taylor

Chief, Operations Bureau

MAR 28 1995

Form 202
3/78

Ident. No. 47-7991

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 Crystal Springs Hydroelectric Co. Phone 734-9600

Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

Amount 40 (cfs or ~~acre-feet per annum~~) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 40 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses
   a. If water is not for irrigation
      (1) Give the place of use of water SW ¼ of NE ¼ of Section 14 Township 9S Range 15E B.M.
      (2) Amount of power to be generated: ~~**See Remark (1)**~~ can produce 724 kilowatts at 80% efficiency - kw horsepower under 267 feet of head. 10/28/
      (3) List number of each kind of livestock to be watered _____
      (4) Name of municipality to be served _____ or number of families to be supplied with domestic water _____
      (5) If water is to be used for other purposes describe:

MAR 28 1995

File in 47-7768

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

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

Total number of acres to be irrigated _____

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

47-7768 and 47-7767--**

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

c. If the property is owned by a person other than the applicant, describe the arrangement enabling t applicant to make this filing Land at diversion point is leased.

10. Remarks

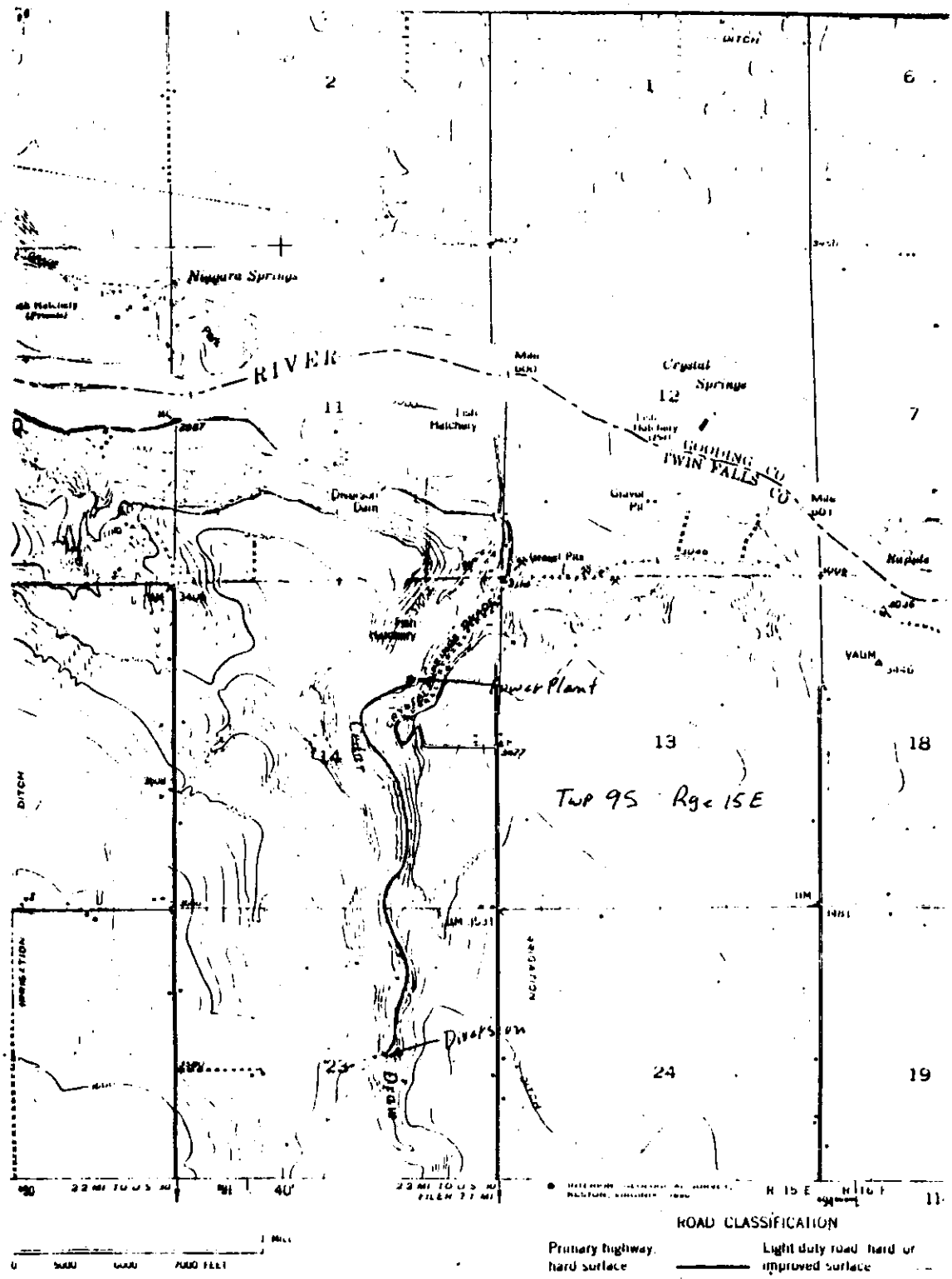
(1) This application is being combined with 47-7767 and 47-7768 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

** Application 47-7767 was relinquished 10/24/1986 - kw 10/28/1986

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MAR 28 1995

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.

(Applicant)

Crystal Springs Hydroelectric Co.

2 8 1995

Proposed Priority 12/27/84

Received by LH Date 12/27/84 Time 12:00

Preliminary check by TGB Fee $ 625.00 # 35250

Receipted by mcrye Date 1/2/85

Publication prepared by mcrye Date 1/7/85

Published in times news Lewiston Morning Tribune, The Idaho Statesman, The Post-Register

Publication dates 1/24 + 1/31/85 11/07 & 11/14/1985

Publication approved mcrye Date 1/23/85

Protests filed by: Idaho Dept. of Fish & Game ← Withdrawn 7/22/85

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by LH tw

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. 47-7991, 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 November 1, 19 91.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyler G. Clayton
Chief, Operations Bureau

MAR 28 1995

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-7991

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Tyler G. Taylor

Chief, Operations Bureau

MAR 28 1995

Form 202
3/78

Ident. No. 42-8005

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 Crystal Spring's Hydroelectric Co. Phone (501) 363-1900
   c/o Bonneville Pacific Corporation
   Post office address 200 E. South Temple, Suite 300, Salt Lake City, UT 84111

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9 S
   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 Power 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. 50 cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion and penstock

   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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
   a. If water is not for irrigation:
      (1) Give the place of use of water: NW ¼ of NE ¼ of Section 14 Township 9 S
      Range 15E B.M.

      (2) Amount of power to be generated ~~See Remark (1)~~ *can produce 973 kilowatts at 80% efficiency - kw 10/28/86 horsepower under _____ feet of head.

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

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

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

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MAR 28 1995
WATER RESOURCES

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

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

Total number of acres to be irrigated _____

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

47-7768, ~~47-7767, 47-7672~~ *and 47-7991

9. a. Who owns the property at the point of diversion Dereck Cantrell, et al.

b. Who owns the land to be irrigated or place of use Asher B. Wilson/David R. Millard

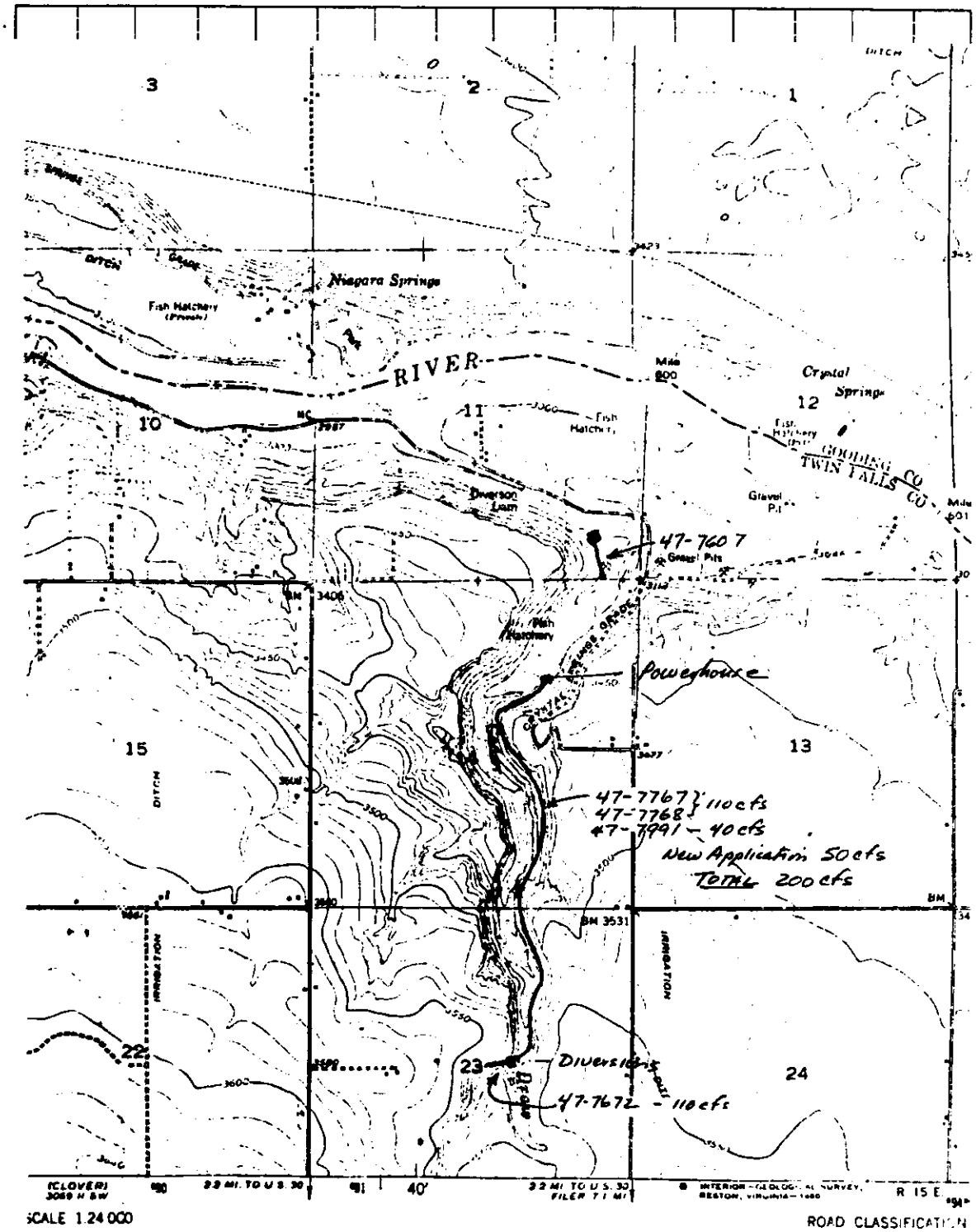
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Land at point of diversion and land at place of use are under lease to applicant.

10. Remarks This application is being combined with 47-7767, 47-7768, 47-7672 and 47-7991 to generate 4539 theoretical horsepower under 287 feet of head with 200 cfs of water in a single power plant.

*Note: Applications 47-7672 & 47-7767 were relinquished 10/1986 - kw 10/28/86

MAR 28 1995

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.

Crystal Spring's Hydroelectric Company

By _____
of and for (Applicant)
Bonneville Pacific Corporation
Its General Partner

MAR 28 1995

Proposed Priority 6/14/85

Received by lb Date 6/14/85 Time 9:45

Preliminary check by TB Fee $ 725.00

Receipted by mary Date 6/14/85 # 36604

Publication prepared by mary Date 6/27/85

Published in Times News

Publication dates 7/4 & 7/11/85, 1/2 & 1/9/86

Times News
Idaho Statesman
Lewiston Tribune
Post Register

Publication approved mary 2. Date 7/25/85, 12/20/85

Protests filed by: None

Copies of protests forwarded by

Hearing held by Date

Recommended for (approval) denial by ADA

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. 47-8005, 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 November 1, 1991.

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

   d. Other: SEE ATTACHED SHEET FOR CONDITIONS d thru m.

Witness my hand this 31st day of October, 1986.

Tyler G. Gayton
Chief, Operations Bureau

DEC 28 1995

ATTACHMENT TO CONDITIONS OF APPROVAL

For Permit No. 47-8005

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

e. The permit holder shall either install a measuring device or a flow measurement 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. Water used under this permit if discharged into a natural channel shall meet Idaho Water Quality Standards.

h. The diversion and use of water under this permit and any license subsequently issued is subject to review by the Director on the date(s) of expiration of any license issued by the Federal Energy Regulatory Commission. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

i. The water right acquired under this permit for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

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

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

l. A separate stream alteration permit from the IDWR is required for any activity in the stream channel other than construction and/or maintenance of the diversion structure. If your proposed construction or operation involves construction of an outfall or any other work in the stream channel other than a water diversion, you must contact the Department and obtain a Stream Channel Alteration permit prior to the start of construction.

m. This permit is subject to the agreement regarding instream flow requirements, between the applicant, Idaho Department of Fish & Game, and the Federal Energy Regulatory Commission, to the extent such agreement covers matters within the jurisdiction of the Department of Water Resources.

Witness my hand this 31st day of October, 1986.

Lyle D. Taylor

Chief, Operations Bureau

MAR 28 1995

Form 202
3778

RECEIVED
JUL 11 1985
Department of Water Resources
Southern District Office

Ident. No. 47-8009

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 Crystal Springs Hydroelectric Co. Phone 801-363-1900
   Post office address c/o Bonneville Pacific Corporation 200 E. S. 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 ¼ of NE ¼ of Section 14 Township 9S ~~or~~
   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 ~~or~~ CFS (cfs ~~or acre-feet per annum~~) for industrial purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:
   a. ~~and~~ .10 CFS 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 _____ (Month/Day) to _____ (Month/Day) inclusive.
   c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 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 ¼ of NE ¼ of Section 14 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:

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

Total number of acres to be irrigated _____

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

9. a. Who owns the property at the point of diversion Ashen B. Wilson/David R. Millard

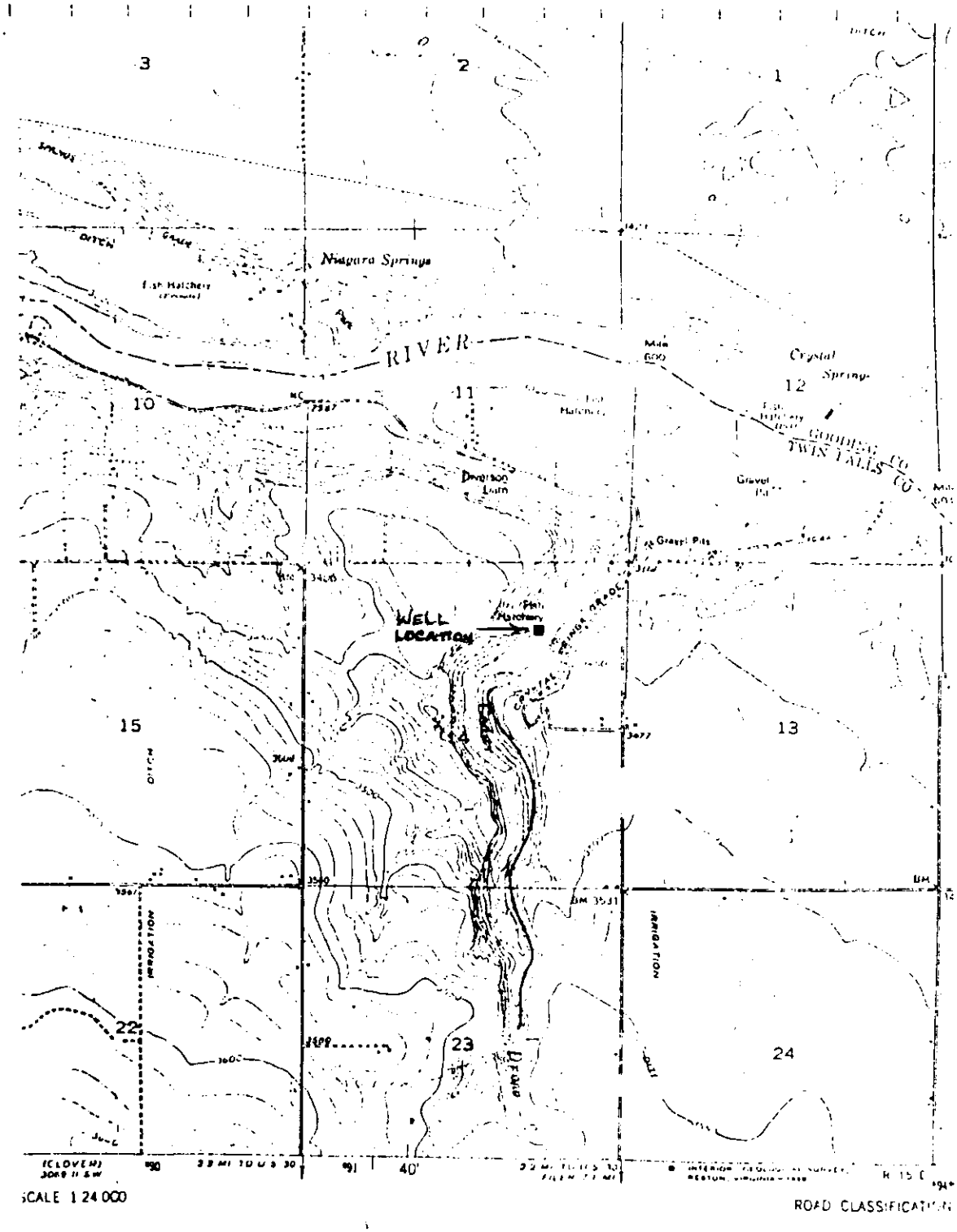
b. Who owns the land to be irrigated or place of use Ashen B. Wilson/David R. Millard

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 _____

MAR 2 8 1995

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.

Crystal Springs Hydroelectric Co.

(Applicant)

of and for
Bonneville Pacific Corp.
its General Partner

2-8-1995

Proposed Priority 7/11/85

Received by TGB Date 7-11-85 Time 4:30

Preliminary check by QJ Fee $ 30.00 # 36681

Receipted by mcrye Date 7/12/85

Publication prepared by mcrye Date

Published in Times News

Publication dates 11/28 & 12/5/85

Publication approved mcrye Date 11/26/85

Protests filed by: None

Copies of protests forwarded by

Hearing held by Date

Recommended for (approval) denial by ADM 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. 47-8009, 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 87.

   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 31st day of October, 1986.

Tyler G. Clayton
Chief, Operations Bureau

MAR 28 1995

State of Idaho
DEPARTMENT OF WATER RESOURCES
WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

November 16, 1985

Crystal Springs Hydroelectric Co.
834 Falls Ave., Suite 1020
Twin Falls, ID 83301

RE: 47-S-76
Permit and Order

Gentlemen:

This office has reviewed your above referenced after-the-fact application for a permit to alter a stream channel and has prepared a decision as provided for in Section 42-3805 of the Idaho Code.

You may consider this letter as a permit to alter the stream channel of Cedar Draw Creek provided the following special conditions are adhered to.

SPECIAL CONDITIONS:

MINIMUM STANDARDS

9,1. (a) & (c) - Construction Procedures

9,2 - Dumped Rock Riprap

A permit is not required from the Department of Lands.

This permit specifically prohibits the removal of streambed material from below the water surface in the flowing part of the channel and/or pushing or pulling streambed material across the wetted stream channel.

Stream bank vegetation shall be protected to the extent practical during construction. Disturbed areas shall be revegetated, if appropriate, after completion of construction.

All areas subject to erosion as a result of the construction shall be protected with rock riprap or other suitable methods of erosion protection.

All construction shall be completed in accordance with descriptions and methods on the application and attachments submitted with the application

MAR 28 1995

unless otherwise specified. Any changes must be approved by this department prior to construction.

All temporary structures, excavated material, vegetation or construction debris resulting from the construction shall be disposed of out of the stream channel where it cannot reenter the channel at high flows.

Construction methods must be reviewed and approved by this Department prior to the start of work by the contractor.

Within 30 days of completion of construction this Department must be furnished with a statement by an engineer or other qualified individual certifying that the completed project meets the requirements and conditions of this permit.

ORDER FOR RESTORATION

The separate reaches of Cedar Draw Creek where unauthorized encroachment has occurred are identified as follows,

Site No. 1, station 20+5 to 21+70
Site No. 2, station 24+66 to 32+00
Site No. 3, station 41+00 to 41+75
Site No. 4, station 55+00 to 57+50
Site No. 5, station 65+72 to 68+00
Site No. 6, station 72+50 to 76+50

as shown in drawings titled 1985 Hydroelectric Project, Crystal Springs Project Layout, JUB Engineers, Inc., dated May, 1985, DWG. No. 1850115-04.

The following slope stabilization and revegetation shall be completed as part of the restoration and mitigation for the unauthorized fill in the stream channel.

Site Nos. 1 and 2 - Removal of large rock from the stream channel and riprap along the toe of spoil material on the slope above the stream. All disturbed areas shall be revegetated by hydroseeding and willow placements along the stream bank.

Site No. 3 - Remove spoil material from the stream channel and upstream wetland area. Riprap shall be placed along the toe of the slope along the roadway. Hydroseeding of all the disturbed areas along the stream bank.

Site No. 4 - Remove rock and fill encroachment from the stream, stabilize the existing spoil bank with rock riprap and hydroseed all disturbed areas. Place willow cuts above the riprap.

Site Nos. 5 and 6 - Complete removal of large boulders from the creek, pull back the toe of the smaller rock and spoil material and riprap along the stream bank. Revegetate with willows along the bank and hydroseed all disturbed areas.

Hay bales shall be placed along the toe of all the spoil covered slopes to pick up eroded slope material.

MAR 28 1995

Revegetated areas shall be checked in late May, 1986, by the Department of Water Resources and the Department of Fish and Game. If the seeding has not been successful it shall be redone. If the spoil material on the slopes above the stream is eroding and evidence exists that hydroseeding is not effective enough to stop the erosion into the stream channel an erosion blanket material may be required to reduce the transport of material into Cedar Draw Creek.

Crystal Springs Hydroelectric shall provide the Department of Water Resources with an agreement and plan to monitor and maintain the altered sites until the areas have stabilized. The plan should cover a minimum of 5 years.

Mitigation of lost fisheries and wildlife habitat shall become the responsibility of the Department of Fish and Game and will only involve the IDWR if additional stream channel modification is required.

This Department shall be notified when construction is complete so an inspection can be made. If construction is completed in stages, we will make inspections of completed stages rather than waiting for project completion.

This permit shall expire on December 31, 1985. Restoration work in accordance with this order shall continue until conditions of the order are met and a Department release is granted.

Failure to complete the restoration and additional construction in accordance with the above conditions may result in legal action by the Department of Water Resources.

GENERAL CONDITIONS:

This permit does not constitute any of the following:

a. An easement or right-of-way to trespass across or work upon property belonging to others.
b. Other approval that may be required by State or Federal Government, unless specifically stated in the special conditions above.
c. Responsibility of the Department of Water Resources for damage to adjacent properties due to work done.
d. Compliance with the Federal Flood Insurance Program, FEMA regulations or approval of the local Planning and Zoning authority.

The permit holder or operator must have a copy of this permit at the alteration site and available for inspection at all times.

The Department of Water Resources may cancel this permit at any time that it determines such action is necessary to minimize adverse impact on the stream channel.

CONDITIONS AND CONSTRUCTION PROCEDURES APPROVED UNDER THIS PERMIT MAY NOT COINCIDE WITH THE PROPOSAL AS SUBMITTED. FAILURE TO ADHERE TO CONDITIONS AS SET FORTH HEREIN CAN RESULT IN LEGAL ACTION AS PROVIDED FOR IN SECTION 42-3809, IDAHO CODE.

If you object to the decision issuing this permit with the above conditions, you have fifteen days in which to notify this office in writing that you request a formal hearing on the matter. If an objection has not been received within fifteen days, this decision will be final.

MAR 2 8 1995

If you have any questions, please contact this office.

Yours truly,

David R. Tuthill Jr.

David R. Tuthill, Jr., P.E.
Western Region Manager

enc.

cc: IDWR - S.O., IDOL, IDFG, IDHW - DOE, C of E

MICROFILMED
MAR 28 1995

9. MINIMUM STANDARDS, STREAM CHANNEL ALTERATIONS

9,1. Construction Procedures. Construction shall be done in accordance with the following procedures unless specific approval of other procedures has been given by the Director. When an applicant desires to proceed in a manner different from the following, such procedures should be outlined on the application.

a. No construction equipment shall be operated below the existing water surface without specific approval from the Director except as follows:

Fording the stream at one location only will be permitted unless otherwise specified; however, vehicles and equipment will not be permitted to push or pull material along the streambed below the existing water level. Work below the water which is essential for preparation of culvert bedding or approved footing installations shall be permitted to the extent that it does not create unnecessary turbidity or stream channel disturbance. Frequent fording will not be permitted in areas where extensive turbidity will be created.

b. Any temporary crossings, bridge supports, cofferdams, or other structures that will be needed during the period of construction shall be designed to handle high flows that could be anticipated during the construction period. All structures shall be completely removed from the stream channel at the conclusion of construction and the area shall be restored to a natural appearance.

c. Care shall be taken to cause only the minimum necessary disturbance to the natural appearance of the area. Streambank vegetation shall be protected except where its removal is absolutely necessary for completion of the work.

Any vegetation, debris, or other material removed during construction shall be disposed of at some location out of the stream channel where it cannot reenter the channel during high stream flows.

All new cut or fill slopes that will not be protected with some form of riprap shall be seeded with grass to prevent erosion.

d. All fill material shall be placed and compacted in horizontal lifts except as provided for in Rule 9,5. for uncompacted dike and levee construction. Areas to be filled shall be cleared of all vegetation, debris and other materials that would be objectionable in the fill.

e. The Director may limit the period of construction as is necessary to minimize serious conflicts with fish migration and spawning, recreation use, etc.

For further information, contact: Idaho Department of Water Resources

Western Region
450 W. State St. (Third Floor)
Boise, Idaho 83720
334-2190

or

Northern Region
4055 Government Way
Coeur d'Alene, Idaho 83814
765-4639

MICROFILMED
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9,2. Dumped Rock Riprap

a. Riprap must be placed on a compact and stable embankment.

b. Sideslopes of riprap shall not be steeper than 2:1 (2' horizontal to 1' vertical) except at ends of culverts and at bridge approaches where a 1 1/2:1 sideslope is standard.

c. The minimum thickness of the riprap layer shall equal the dimension of the largest size riprap rock used or be 18 inches, whichever is greater. When riprap will be placed below water, the thickness of the layer shall be 50 percent greater than specified below.

d. Riprap protection must extend at least one foot above the anticipated high water surface elevation in the stream, however, in no case will riprap be required to extend above the elevation of the top of the bank.

e. Rock for riprap shall consist of sound, dense, durable, angular rock fragments, resistant to weathering and free from large quantities of soil, shale, and organic matter. The length of a stone must not be more than three times its width or thickness. Rounded cobbles, boulders, and streambed gravels are not acceptable as dumped riprap.

f. Riprap size and gradation are commonly determined in terms of the weight of riprap rock. The average size of riprap rock must be at least as large as the maximum size stone that the stream is capable of moving. The maximum size of riprap rock used shall be 2 to 5 times larger than the average size.

There are many methods used for determining the gradation of riprap rock. One of these many acceptable methods is shown in Table 1 and Figure 1.

For further information, contact: Idaho Department of Water Resources

Western Region
450 W. State St. (Third Floor)
Boise, Idaho 83720
334-2190

or

Northern Region
4055 Government Way
Coeur d'Alene, Idaho 83814
765-4639

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Table 1

Gradation of Riprap in Pounds

Max. Weight of Stone Required (lbs.)	Min. and Max. Range in Weight of Stones (lbs.)	Weight Range of 75 Percent of Stones (lbs.)
150	25 - 150	50 - 150
200	25 - 200	50 - 200
250	25 - 250	50 - 250
400	25 - 400	100 - 400
600	25 - 600	150 - 600
800	25 - 800	200 - 800
1000	50 - 1000	250 - 1000
1300	50 - 1300	325 - 1300
1600	50 - 1600	400 - 1600
2000	75 - 2000	600 - 2000
2700	100 - 2700	800 - 2700

g. A blanket of filter material must be placed between the riprap layer and the bank in all cases where the bank is composed of erodible material that may be washed out from between the riprap rock.

Filter material shall consist of a layer of well-graded gravel and coarse sand at least six inches thick.

h. Some suitable form of the toe protection shall be provided for all riprap located on erodible streambed material.

Various acceptable methods of providing toe protection are shown in Figure 2.

In addition to the approved methods of providing toe protection as shown in Figure 2, any other reasonable method will be considered by the Director during review of a proposed project.

i. Riprap shall extend far enough upstream and downstream to reach stable areas, unless protected against undermining at ends by the method shown in Figure 3.

On extremely long riprap sections, it is recommended that similar cutoff sections be used at several intermediate points to reduce the hazard that would be created if failure of the riprap occurred at any one location.

j. Placement shall result in a smooth, even finished surface. Compaction is not necessary.

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The full course thickness of the riprap shall be placed in one operation. Dumping riprap long distances down the bank or pushing it over the top of the bank with a dozer shall be avoided if at all possible. Material should be placed with a backhoe, loader, or dragline. Dumping material near its final position on the slope or dumping rock at the toe and bulldozing it up the slope is a very satisfactory method of placement, if approval is obtained for the use of equipment down in the channel.

Source: U.S. Soil Conservation Service "Engineering Field Manual," 1969.

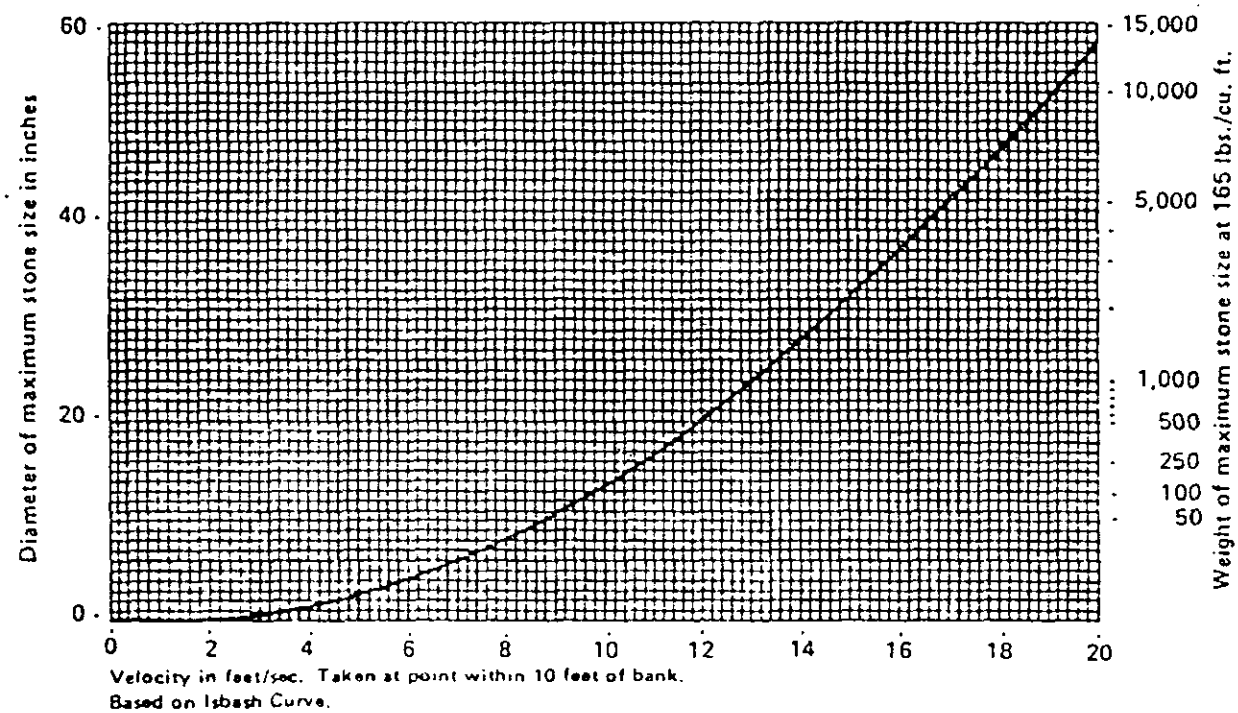
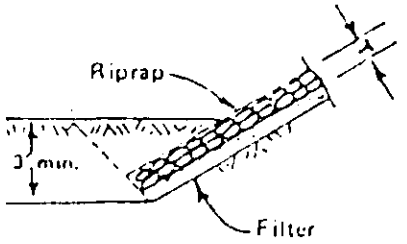
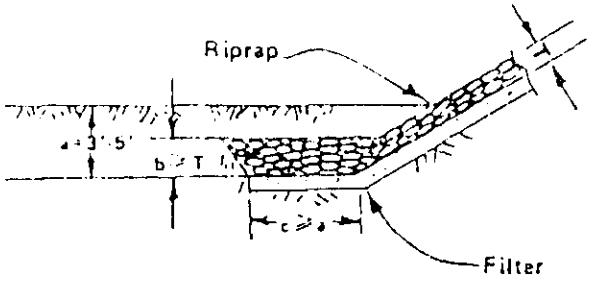


FIGURE 1. Maximum stone size for riprap for sideslope no steeper than 1½:1

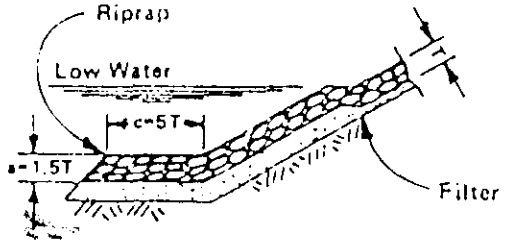
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METHOD 1: This is most suited to areas where the toe is dry during construction.

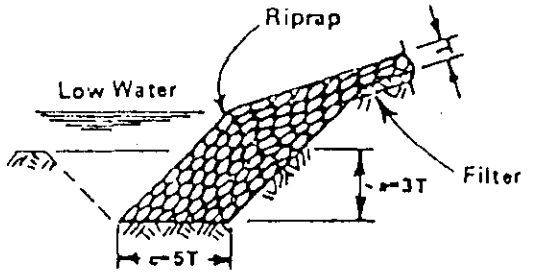


METHOD 2: Used when streambed is very wet or groundwater present makes using Method 1 impractical.

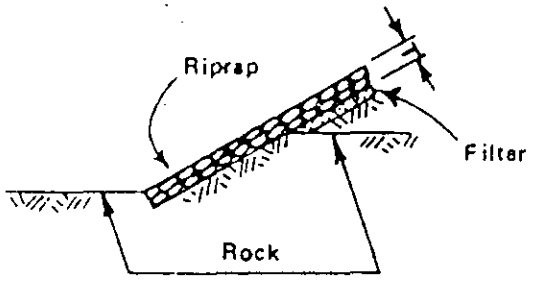


METHOD 3: Often used when toe is underwater during construction. Both Methods 2 and 3 utilize the idea that undermining will cause rock at toe blanket to settle into eroded area providing protection during scouring.

FIGURE 2. Acceptable toe protection

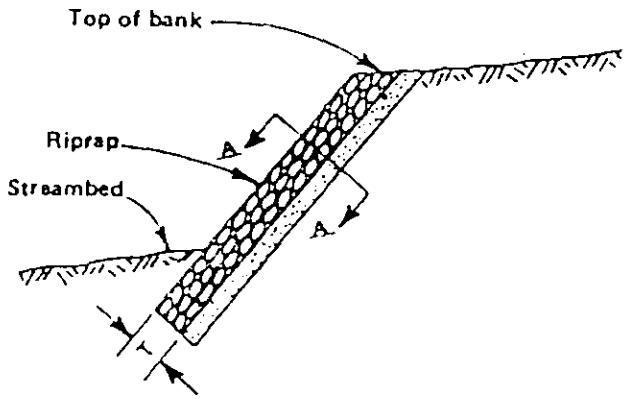


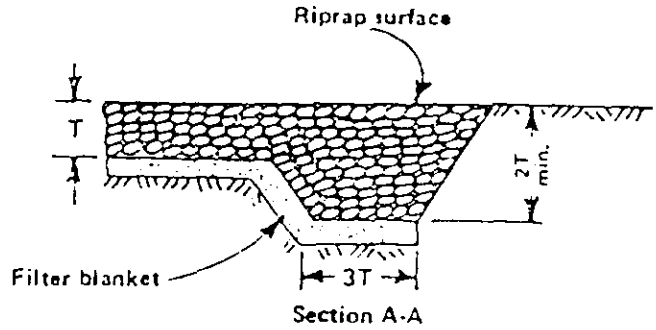
METHOD 4: Used underwater in areas with extremely bad streambed erosion conditions which make Method 3 unfeasible. This method may also be preferred where Method 3 would destroy fish spawning beds.



METHOD 5: When the streambed is non-erodible, no special provisions for toe protection are needed other than insuring that the riprap is well keyed to the rock.

FIGURE 2. Acceptable toe protection *continued*





View shown above is cross section at end of riprap looking down along the sideslope toward streambed.

FIGURE 3. Protection against undermining

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JOINT APPLICATION FOR PERMIT
U.S. ARMY CORPS OF ENGINEERS
AND
STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES
STATE OF IDAHO, DEPARTMENT OF LANDS

RECEIVED
JUL 15 1985
Department of Water Resources
Western Regional Office

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act. These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho, Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-142 et. seq, Idaho Code. This application will meet the requirements of the above agencies.

The applicant has sent copies of this application to the agencies checked: ID Dept. Water Res. - Boise ☐, Couer d'Alene ☐; ID Dept. Lands ☐, Corps of Engineers - Walla Walla ☐.

PLEASE TYPE OR PRINT

AGENCY USE

1. Corps of Engineers # _____
Date Received _____

2. State of Idaho # 47-5-76
Date Received _____

3. NAME OF APPLICANT Crystal Springs Hydroelectric Co.
Address 834 Falls Ave., Suite 1020
City, State, Zip Code Twin Falls, ID 83301
Phone: Work (208) 734-0551 Home ( )
Date of Application July 11, 1985

4. AUTHORIZED AGENT _____
Address _____
City, State, Zip Code _____
Phone: Work ( ) Home ( )

5. Location where proposed activity exists or will occur.

Name of waterway Cedar Draw Assessor's Description _____
Tributary of Snake River
Buhl Or _____
In or near city or town Tract or Gov. Lot

Twin Falls, Idaho, 83301, 14 & 23, 95, 15E
County, State, Zip Code, Section, Township, Range

6. Describe the proposed activity, including description of the type of structures, if any, to be erected on fills, or pile or float-supported platforms. If additional space is needed, use a separate sheet or Section 15 (Remarks).

Describe the proposed activity in detail: Construct an access road along and parallel to the Cedar Draw Creek. This road will be constructed in a cut-fill section as terrain will allow. Some material has raveled into the adjoining water way. Methods and locations of removal and or revegetation shall be in accordance to the revegetation plan to be developed.

Describe construction methods and equipment: Road construction shall use backhoes, dump trucks, bulldozers and other misc. equipment. The intent of the road construction is not intending to divert the stream channel. However, material has been placed in the creek inadvertently in someplaces. It is intended to minimize this material at all times.

Length of project along the stream or extension into lake or reservoir: 7900 LF

Stream gradient: approximately 192 feet per mile

Will material be placed waterward of ordinary high water mark? Yes

Will material be placed in adjacent wetlands? Yes

Type of fill material: Riprap (i.e. sand, etc.) Material Source: Talis Rock

Volume of material to be placed 4,000 yards (cubic yards) MATERIAL INADVERTANTLY PLACED IN STREAM AS DIRECTED TO REMOVED

Will excavation be required? Yes Disposal Site Location: On site locations

Method of diverting flow, if needed: _____

Method of controlling turbidity: Upland disposal, Revegetation, Clean Riprap

7. Preparation of drawings. One set of original or good quality reproducible drawings must be attached to this application. NOTE: DRAWINGS NO LARGER THAN 8½ X 11 INCHES IN SIZE. See the instruction pamphlet for instructions and a checklist for completing the drawings.

8. Purpose and intended use:

Commercial _____ Public _____ Private X Other _____

Describe _____

9. Proposed Starting Date of Project June 1, 1985 Estimated Duration of Project 8 weeks

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None

10. If any portion of the activity is complete indicate month and year of completion May 15 – July 12 and indicate the existing work on the drawings.

11. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

12. LEGAL OWNER IF OTHER THAN APPLICANT

Address

City, State, Zip Code

Phone: Work (Area) Home (Area)

13. List other applications, approvals or certifications from other Federal, interstate, state, or local agencies for any structures, constructions, discharges, deposits, or other activities described in this application.

	Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
Diversion	IDWR	Permit			
Powerhouse					

14. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? ☐ YES ☒ NO (If "Yes" explain)

15. Remarks or additional information:

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed or completed work.

July 11, 1985
Date

Signature of Applicant (Required)

Crystal Springs Hydroelectric Ptrs For Bonneville Pacific Corp its General Partner

The application must be signed by the applicant. If an authorized agent is to be designated, Item 4 and the following information should be completed.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a Federal permit is issued, I must sign the permit.

Date | Signature of Authorized Agent (if applicable) | Signature of Applicant (if applicable)

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.

DO NOT SEND PROCESSING FEE WITH APPLICATION

MAR 28 1995

NPW Form 304
JAN 84 (Rev)

IDWR FORM 3804-B
Jan 84 (Rev)

EXHIBIT B

PARCEL I

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said NW¼NE¼; THENCE South 89° 36' 05" West 420 feet, more or less, along the Southerly boundary of said NW¼NE¼ to the westerly bank of Cedar Creek; THENCE Northeasterly along the Westerly bank of Cedar Creek to the Easterly boundary of said NW¼NE¼; THENCE South 0° 58' 50" West 710 feet, more or less, to the Point of Beginning.

PARCEL II

A strip of land 300.00 feet in width located in the SW¼NE¼ and W½SE¼ of Section 14 and the NW¼NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 100.00 feet Westerly and 200 feet Easterly of the following described line;

BEGINNING at a point on the Northerly boundary of the SW¼NE¼ of said Section 14 which point bears South 89° 36' 05" West 254.37 feet from the Northeast corner thereof; THENCE South 38° 13' 16" West 467.86 feet to a point of curvature; THENCE Southwesterly 123.00 feet on the arc of a curve to the right with a radius of 200.00 feet, a central angle of 35° 14' 12" and a chord which bears South 55° 50' 22" West 121.07 feet to a point of tangency; THENCE South 73° 27' 29" West 356.69 feet to a point of curvature; THENCE Southwesterly 295.42 feet on the arc of a curve to the left with a radius of 225.00 feet a central angle of 75° 13' 39" and a chord which bears South 35° 50' 40" West 274.65 feet to a point of tangency; THENCE South 1° 46' 09" East 693.24 feet to a point of curvature; THENCE Southeasterly 316.35 feet on the arc of a curve to the left with a radius of 350.00 feet a central angle of 51° 47' 11" and a chord which bears South 27° 39' 45" East 305.69 feet to a point of tangency; THENCE South 53° 33' 20" East 401.63 feet to a point of curvature; THENCE Southeasterly 295.13 feet on the arc of a curve to the right with a radius of 375.00 feet, a central angle of 45° 05' 36" and a chord which bears South 31° 00' 32" East 287.58 feet to a point of tangency; THENCE South 8° 27' 44" East 600.55 feet to a point of curvature; THENCE Southwesterly 612.95 feet on the arc of a curve to the right with a radius of 954.93 feet, a central angle of 36° 46' 38" and a chord which bears South 9° 55' 35" West 602.49 feet to a point of tangency; THENCE South 28°

MAR 2 8 1995

18' 55" West 211.58 feet to a point of curvature; THENCE Southerly 974.90 feet on the arc of a curve to the left with a radius of 818.51 feet, a central angle of 68° 14' 35" and a chord which bears South 5° 48' 23" East 918.29 feet to a point of tangency; THENCE South 39° 55' 52" East 4.26 feet to a point of curvature; THENCE Southerly 309.14 feet on the arc of a curve to the right with a radius of 450.00 feet, a central angle of 39° 21' 38" and a chord which bears South 20° 14' 51" East 303.09 feet to a point of tangency; THENCE South 0° 34' 03" East 48.88 feet to a point of curvature; THENCE Southerly 176.70 feet on the arc of a curve to the left with a radius of 225.00 feet, a central angle of 44° 59' 47" and a chord which bears South 23° 03' 57" East 172.19 feet to a point of tangency; THENCE South 45° 33' 54" East 12.20 feet to a point of curvature; THENCE Southerly 321.15 feet on the arc of a curve to the right with a radius of 275.00 feet, a central angle of 66° 54' 38" and a chord which bears South 12° 06' 35" East 303.21 feet to a point of tangency; THENCE South 21° 20' 42" West 27.27 feet to a point on the Southerly boundary of said NW¼NE¼ Section 23 which bears North 89° 45' 45" West 242.84 feet from the Southeast corner thereof and the Southerly end of said 300 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23, which boundaries shall constitute the Northerly and Southerly boundaries of the herein described land.

PARCEL III

A strip of land 80 feet in width located in the SW¼NE¼ and SE¼ Section 14 and N½NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 30.00 feet Easterly and 50 feet Westerly of the following described line;

BEGINNING at a point on the Northerly boundary of said SW¼NE¼ which bears South 89° 36' 05" West 178.21 feet from the Northeast corner thereof; THENCE South 19° 31' 57" West 382.94 feet; THENCE South 2° 26' 27" East 502.69 feet; THENCE South 72° 15' 19" East 250.65 feet; THENCE South 0° 44' 09" West 985.02 feet; THENCE South 33° 50' 35" East 397.95 feet; THENCE South 5° 25' 49" West 2,579.11 feet; THENCE South 0° 21' 40" West 500.00 feet to a point on the Southerly boundary of the NW¼NE¼ Section 23 which bears North 89° 45' 45" West 30.00 feet from the Southeast corner thereof and the South end of said 80 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23, which boundaries shall constitute the Northerly and Southerly boundaries of the herein described land.

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PARCEL IV

A parcel of land located in the SW¼NE¼ of Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the northeast corner of said Section 23; THENCE South 0° 15' 05" West 1321.07 feet to the southeast corner of the NE¼NE¼ of said Section 23; THENCE North 89° 45' 45" West 1325.14 feet to the northeast corner of said SW¼NE¼, Section 23, and the True Point of Beginning; THENCE South 0° 21' 40" West 40.00 feet to a point on the east rim of Cedar Draw Canyon; THENCE southerly along said east rim of Cedar Draw Canyon, the following courses and distances:

South 17° 21' 44" West 232.96 feet;
THENCE South 38° 18' 31" West 254.88 feet;
THENCE South 7° 56' 36" West 217.08 feet;
THENCE South 19° 02' 58" East 235.92 feet;
THENCE South 0° 43' 47" West 157.01 feet;
THENCE South 50° 41' 23" West 192.57 feet;
THENCE South 57° 52' 30" West 203.09 feet;
THENCE South 30° 52' 56" West 36.14 feet to a point on the southerly boundary of said SW¼NE¼ of Section 23; THENCE North 89° 44' 43" West 542.00 feet along the southerly boundary of said SW¼NE¼ to a point on the westerly rim of said Cedar Draw Canyon; THENCE Northerly along the westerly rim of said Cedar Draw Canyon the following courses and distances:

North 60° 42' 28" East 344.61 feet;
THENCE North 51° 27' 51" East 144.46 feet;
THENCE North 22° 37' 12" East 65.00 feet;
THENCE North 10° 20' 04" West 345.61 feet;
THENCE North 0° 50' 04" East 206.02 feet;
THENCE North 15° 00' 40" West 185.32 feet;
THENCE North 28° 48' 39" East 91.30 feet;
THENCE North 7° 38' 49" West 197.06 feet to a point on the northerly boundary of said SW¼NE¼ of Section 23; THENCE South 89° 45' 45" East 715.00 feet to the northeast corner of said SW¼NE¼ and the True Point of Beginning.

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MAR 11 1987

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric Company Project No. 8278-001

ORDER AMENDING LICENSE
(Issued February 27, 1987)

Crystal Springs Hydroelectric Company filed on December 4, 1985, an application for amendment of its license for Cedar Draw Creek Project No. 8278, located in Twin Falls County, Idaho, on Cedar Draw Creek. The licensee proposes to install a new 778-kW generating unit connecting to an existing penstock in the existing powerhouse, which was lengthened 18 feet to accommodate the additional unit. A license for the Cedar Draw Creek Project No. 8278 was issued to Crystal Springs Hydroelectric Company on May 24, 1985. 1/

Notice of the application has been published. No protests or motions to intervene were filed in this proceeding, and no agency objected to issuance of this amendment of license. Comments received from interested agencies and individuals have been fully considered in determining whether to issue this amendment of license, as discussed below.

Recommendations of Federal and State Fish and Wildlife Agencies

Section 10(j) of the Federal Power Act (FPA), as amended by the Electric Consumer Protection Act of 1986 (ECPA), Pub. L. 99-495, requires the Commission to include license conditions based on recommendations of federal and state fish and wildlife agencies for the protection, mitigation, and enhancement of fish and wildlife. The environmental assessment for the amended Cedar Draw Creek Project addresses the concerns of the federal and state fish and wildlife agencies, and makes recommendations consistent with those of the agencies.

Comprehensive Plans

Section 10(a)(2) of the FPA, as amended by ECPA, requires the Commission to consider the extent to which a project is consistent with comprehensive plans (where they exist) for improving, developing, or conserving a waterway or waterways affected by the project that is prepared by an agency established pursuant to federal law that has the authority to prepare such a plan or by the state in which the facility is or will be located. The Commission considers plans to be within the scope of Section 10(a)(2) only if such plans reflect the preparers' own balancing of the competing uses of a waterway, based on their data and applicable policy considerations (i.e., consider and balance all relevant public use considerations). With regard to plans prepared at the state level, such plans are within the scope of Section 10(a)(2)

1/ 31 FERC ¶62,252

Department of Water Resources

only if they are prepared and adopted pursuant to a specific act of the state legislature and developed, implemented and managed by an appropriate state agency. 2/

Two comprehensive plans 3/ of the types referred to in Section 10(a)(2) of the FPA relevant to this project have been identified. In addition, three resource plans 4/ that touch on various aspects of waterway management were brought to our attention and have been reviewed in relation to the proposed project as part of our broad public interest examination under Section 10(a)(1) of the FPA. No conflicts were found with the above-mentioned plans.

Summary of Findings

An Environmental Assessment (EA) was issued for this project. Background information, analysis of impacts, support for related license articles, and the basis for a finding of no significant impact on the environment are contained in the EA attached to this order. Issuance of this amendment is not a major federal action significantly affecting the quality of the human environment.

The design of this project is consistent with the engineering standards governing dam safety. The project will be safe if operated and maintained in accordance with the requirements of this license. Analysis of related issues is provided in the Safety and Design Assessment attached to this order.

Based upon our review of the agency and public comments filed in this proceeding, and our independent analysis, as discussed herein, we conclude that the Cedar Draw Creek Project is best adapted to a comprehensive plan for the Upper Snake River, taking into consideration the beneficial public uses described in section 10(a)(1) of the FPA.

The Director orders:

(A) The license for the Cedar Draw Creek Project No. 8278 is amended as provided by this order, effective the first day of the month in which this order is issued.

2/ 99 CONG. REC. S4140 (remarks by Senator McClure, April 11, 1986).

3/ Northwest Power Planning Council's Northwest Conservation and Electric Power Plan-1986; Northwest Power Planning Council's Columbia River Basin Fish and Wildlife Program-1984.

4/ Idaho Department of Health and Welfare's Idaho Water Quality Standards and Wastewater Treatment Requirements - 1985; Idaho Department of Fish and Game's Plan for the Future Management of Idaho's Fish and Wildlife Resources, 1975 - 1990; Idaho State Comprehensive Outdoor Recreation Plan- 1983.

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(B) Paragraph (B)(2) is revised as follows:

...(7) a 92-foot-long, 28-foot-wide reinforced concrete powerhouse containing four generating units with a combined installed capacity of 2,924 kW, producing an average annual energy output of 11,700,000 kWh; (8) a tailrace discharging flows back into Cedar Draw Creek; (9) the 4.16-kV generator leads; (10) a 4.16/46-kV, 3.5-MVA step-up transformer; (11) a 4.25-mile-long, 46-kV transmission line; and (12) approximately 9,000 feet of access road.

(C) Article 35 is revised as follows:

...The authorized installed capacity for such purpose is 3900 horsepower.

(D) Those sections of Exhibits A and F recommended for approval in the attached Safety and Design Assessment are approved and made part of the license. The superseded exhibits are deleted from the license.

The license is also subject to the following additional article:

Article 401. The licensee shall implement the plan described in the Final Mitigation Plan for the Crystal Springs Hydroelectric Project, filed August 8, 1986, which provides for the revegetation of riparian habitat and the replacement of wetlands. Within 5 years from the issuance date of this amendment of license, the licensee shall file with the Commission a final report documenting the successful implementation of the mitigative plan. The report shall include comments from the Idaho Department of Fish and Game and the U.S. Fish and Wildlife Service on the implementation of the plan.

(E) This order is issued under authority delegated to the Director and is final unless appealed under Rule 1902 to the Commission by any party within 30 days from the issuance date of this order. Filing an appeal does not stay the effective date of this order or any date specified in this order. The licensee's failure to appeal this order shall constitute acceptance of the license.

Richard T. Hunt

Richard T. Hunt
Director, Office of
Hydropower Licensing

ENVIRONMENTAL ASSESSMENT
DIVISION OF ENVIRONMENTAL ANALYSIS, OFFICE OF HYDROPOWER LICENSING
FEDERAL ENERGY REGULATORY COMMISSION

Date: November 26, 1986

Project name: Cedar Draw Creek FERC No. 8278 - 001

A. APPLICATION
1. Application type: Amendment of License Date filed: 12 / 4 / 85

2. Applicant: Crystal Springs Hydroelectric Company

3. Water body: Cedar Draw Creek River basin: Upper Snake

4. Nearest city or town: Twin Falls

5. County: Twin Falls State: Idaho

B. RESOURCE DEVELOPMENT
1. Purpose: The increase in installed capacity for the project would provide an estimated additional average of 5,000,000 kilowatt hours (kWh) of electrical energy per year to a utility in the region.

2. Need for power: The already constructed project amendment will use additional return irrigation flows, which were not anticipated at the time the original license was issued, to produce additional energy that would otherwise be lost.

Because of the small size of the proposed project amendment in relation to the existing and projected generating capability in the Northwest, the traditional approach of linking project development with a forecasted need for a specific project is inapplicable to assessing need for the proposed amendment.

The power from the project amendment would be useful in meeting a small part of the need for power projected by the Western Systems Coordinating Council (WSCC) for the Northwest region. From the time the project goes on-line it will be available to displace fossil-fueled power generation in the WSCC region and thereby, to conserve nonrenewable fossil fuels, and to reduce the emission of noxious byproducts caused by the combustion of fossil fuels.

C. PROPOSED PROJECT AND ALTERNATIVES

1. Description of the proposed action: The applicant proposes to modify the partially constructed project by adding a fourth generation unit rated at a capacity of 778 kilowatts (kW). This would increase the total capacity of the project from 2,146 kW to 2,924 kW. In order to accommodate the new installed generating unit, the proposed powerhouse would be extended by 18 feet. An additional 100 square yards of material would be excavated to construct the proposed powerhouse.

2. Applicant's proposed mitigative measures.

a. Construction: The applicant has filed a plan to mitigate impacts to riparian and wetland habitats adversely affected by construction of the licensed project. The plan includes provisions for successfully revegetating the riparian areas disturbed during past construction and for replacing wetlands damaged or destroyed.

b. Operation: None.

3. Federal lands affected.

X No. ___ Yes; agency: _____; acreage = _____;

___ The federal land management agency has provided conditions by letter dated: ___/___/___ (Attachment ___).

___ Conditions have not been provided.

Remarks: _____

4. Alternatives to the proposed action.

a. X No other reasonable action alternatives have been found.
___ Action alternative: _____

b. Alternative of no action.

No action would prohibit the applicant from modifying the licensed project. No action would involve no alterations to the existing environment and would preclude the applicant from producing additional electrical power at the site.

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D. AFFECTED ENVIRONMENT

1. Descriptions of the resources in the project impact area.

a. Geology and soils. Soils in the project area are composed of sand, gravel, and boulder alluvium on the canyon bottoms below the adjacent basalt cliffs. The soils on the upper plateau are relatively shallow, silty, and sandy-loamy. The bedrock consists of basalt ranging from massive to dense and interbedded with lake and stream sediments.

b. Streamflow.

low flow: 18 cfs; flow parameter: Average low flow, winter
high flow: 332 cfs; flow parameter: Average high flow, summer
average flow: 50 cfs; flow parameter: Average annual flow
Remarks. Streamflow is regulated by irrigation needs but the applicant is required by the existing license to provide a minimum flow of 25 cubic feet per second (cfs) from the project.

c. Water quality. Water quality in the creek is fair. Most of the water comes collected wastewater from surface irrigation. Water quality is affected silt, fertilizers, and nutrients.

d. Fisheries.

Anadromous: X None. ___ Species include: _____

Resident: ___ None. X Species include: rainbow trout.

Remarks. _____

e. Vegetation.

Cover type	Dominant species
sagebrush shrub	big sagebrush, cheat, aster, and various other grasses and forbs
riparian	willow, wild rose, chokecherry, currant, wild rye, mint, and bigsting nettle
wetland	cattail, hardstem, bullrush, and sedge

Remarks. Small isolated patches of wetland vegetation occur throughout the length of Cedar Draw Creek.

f. Wildlife.

Species inhabiting the project area include: mule deer, chukar partridge, ring-necked pheasant, coyote, mink, raccoon, marsh hawk, and a variety of small mammals and songbirds.

Remarks. The riparian vegetation and wetlands along Cedar Draw Creek are important wildlife habitats.

g. Cultural.
___ There are properties listed on or eligible for listing on the National Register of Historic Places in the area of the project's potential environmental impact.

Description. _____

_____

_____

_____

_X_ National Register (listed and eligible) properties have not been recorded.

Remarks. The Idaho State Historic Preservation officer (SHPO) states that the proposed amendment of license would have no effect on cultural resources (letter from Thomas J. Green, SHPO, Idaho State Historical Society, Boise, Idaho, September 4, 1985). A condition of the existing license would ensure the protection of cultural resources in the event of future construction or land-disturbing activities at the project site.

h. Visual quality. The project is located in a sparsely vegetated, rocky, box canyon. Two Falls, a waterfall located approximately 400 feet upstream of the diversion structure, would provide a visual attraction for any visitors to the project area. The waterfall, however, is not readily accessible to the public because of private ownership of the surrounding land.

i. Recreation. Recreational use of the project area is limited because much of the surrounding land is privately owned. Some fishing, hunting, and hiking does occur along Cedar Draw Creek.

j. Land use. Land in the project area is primarily used for irrigation, agriculture, and commercial rearing of trout. Commercial trout ponds are located downstream of the project site and utilize water from Cedar Draw Creek for their operations.

k. Socioeconomics. The socioeconomic well-being of the area is influenced primarily by agriculture and trout farming.

l. Ambient noise. Ambient noise levels in the project area are moderate because of the project's location near a waterfall.

m. Ambient air quality. Ambient air quality in the project area is good because of the project's location away from industrial areas and heavily used roads.

n. Other resources. No other resources would be affected by the project.

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E. CONSULTATION AND COMPLIANCE

1. Fish and wildlife consultation (Fish & Wildlife Coordination Act).
(a) Fish & Wildlife Service (FWS): _X_ Yes ___ No (b) State(s): _X_ Yes ___ No
(c) National Marine Fisheries Service (NMFS): ___ Yes _X_ No
Remarks. _____

2. Section 7 consultation (Endangered Species Act).
(a) Listed species. None.
(b) _X_ Not required. ___ Required; completed (date): ___/___/___.
Remarks. _____

3. Section 401 certification (Clean Water Act).
___ Not required. _X_ Received. ___ Waived. ___ Requested. 8 / 4 / 86 (date)

4. Cultural resource consultation (Historic Preservation Act).
(a) Register status: _X_ None. ___ Potentially eligible. ___ Eligible or listed.
(b) State Historic Preservation Officer (SHPO): _X_ Yes ___ No
(c) National Park Service (NPS): _X_ Yes ___ No
(d) Council: _X_ Not required. ___ Completed (date): ___/___/___.
(e) Further consultation: _X_ Not required. ___ Required.
Remarks. _____

5. Recreation consultation [Federal Power Act, §10(a)].
(a) U.S. Owners ___ Yes _X_ No (b) NPS: _X_ Yes ___ No
(c) State(s): _X_ Yes ___ No Remarks. _____

6. Wild and scenic rivers (Wild and Scenic Rivers Act).
Status: _X_ None. ___ Listed. Determination completed: ___/___/___
Administering agency: _____
Remarks. _____

7. LWCFA lands and facilities affected (Land and Water Conservation Fund Act).
Status: _X_ None. ___ Designated. Determination completed: ___/___/___.
Administering agency: _____
Remarks. _____

F. COMMENTS

1. The following entities provided comments on the application in response to the public notice dated 3 / 11 / 86 .

Commenting entity	Date of letter
Idaho Department of Fish and Game	4 / 18 / 86
Idaho Department of Health and Welfare	4 / 21 / 86
Department of the Interior	5 / 19 / 86
	/ /
	/ /
	/ /
	/ /
	/ /
	/ /
	/ /

* Indicates a petition to intervene.

2. The applicant responded to the comments by letter dated May 14, 1986.

G. ENVIRONMENTAL IMPACTS AND RECOMMENDATIONS

Mitigative measures recommended by the staff are in addition to those proposed by the applicant, Section C(2), and those conditions identified in Section C(3), as appropriate. There are 3 issues addressed below.

1. Issue: Controlling erosion, sedimentation, turbidity, and instability of slopes.

(a) Comments: The Idaho Department of Fish and Game (IDFG) states that the slope stabilization and revegetation plan lacks detail.

(b) Applicant's response: None.

(c) Conclusions and recommendations: Land-clearing and ground-disturbing activities would increase the potential for erosion, sedimentation, turbidity, and instability of slopes. The slope stabilization and revegetation plan should be revised to provide detailed and site-specific treatment measures to mitigate construction and operation impacts. Therefore, after consultation with the IDFG and the Department of Army, Walla Walla District, Corps of Engineers (Corps), a revised plan should be filed with the Commission before starting any land-clearing or ground-disturbing activities. The revised plan should include detailed and site-specific descriptions of proposed measures to control erosion, sedimentation, turbidity, and slope instability.

2. Issue: Mitigation of impacts to riparian and wetland habitats that occurred during construction of the licensed project.

(a) Comments: The IDFG and the U.S. Fish and Wildlife Service (FWS) recommend that a plan be developed to mitigate adverse impacts to the fish and wildlife habitats of Cedar Draw Creek that occurred during construction of the licensed project. The mitigative plan should include provisions for replacing riparian and wetland habitats damaged or eliminated during construction of the licensed project.

(b) Applicant's response: The applicant has prepared a final mitigative plan for an after-the-fact Corps permit for the remaining fill in the wetlands along Cedar Draw Creek (Ecosystems Research Institute and White Horse Associates, 1986). Development of the mitigative plan was coordinated with the Corps, the Environmental Protection Agency, the FWS, the Idaho Department of Water Resources the Idaho Department of Health and Welfare, and the IDFG.

(c) Conclusions and recommendations: Construction of the penstock and access road for the licensed project resulted in significant adverse impacts to riparian and wetland habitats along Cedar Draw Creek. Fill material was placed in wetlands at several areas near the powerhouse and along the creek. At five locations, fill slopes from construction extended to the edge of the creek. At these five locations, riparian vegetation was severely impacted or destroyed. Riparian vegetation was also impacted, though less severely, at several other sites along the creek. The final mitigative plan developed by the applicant is adequate to mitigate for the impacts on the fish and wildlife habitats that occurred during construction of the licensed project. The plan includes complete provisions for revegetating disturbed riparian areas and for creating wetlands to replace those damaged or eliminated during construction of the licensed project. The licensee should implement the final mitigative plan filed with the Commission.

3. Issue Cumulative impacts from multiple hydropower development.

(a) Upper Snake River Basin: The Upper Snake River Basin covers most of southern Idaho and portions of Oregon, Nevada, Utah, and Wyoming. The project area is within the Snake River Plain, a volcanic plateau characterized by a semiarid climate and sagebrush rangelands. Canyons within the plateau typically consist of steep talus-covered slopes, supporting grasses and forbs, and scattered willows sedges, and other riparian vegetation along the streams. Land use includes rangeland and irrigated cropland. Cedar Draw Creek empties into the Upper Snake River approximately 10 miles west of the City of Twin Falls. During the irrigation season, most of the flow in Cedar Draw Creek is from irrigation wastewater.

(b) Proposed and existing hydroelectric development: As of September 15, 1986, 18 license applications for projects located in the Upper Snake River Basin, were pending before the Commission. There are 90 licensed or exempted hydropower projects in this basin and no pending exemption applications. Most of the existing and proposed facilities are along the mainstem of the Snake River and along the Payette River. The existing Cedar Draw Creek project is approximately 1.5 miles upstream from the confluence of Cedar Draw Creek and the mainstem of the Snake River. A downstream diversion dam on Cedar Draw Creek prevents upstream fish movement from the Snake River to the project area.

(c) Target resources: The staff has identified waterfowl, fishery resources, dissolved oxygen (DO), wetlands (including riparian habitat), and recreation as important resources, which could be adversely affected by two or more proposed hydropower projects in the Upper Snake River Basin. The staff based its selection of target resources on review of other projects in the basin and on comments from the resource agencies. Waterfowl was selected because the Snake River is a major migration corridor and an important overwintering site. Although hydropower dams on the Middle Snake River have limited the anadromous fishery resource in the Upper Snake, the Upper Snake and many of its tributaries support an important recreational sport fishery for rainbow trout (FERC, 1982). DO supports aquatic organisms and assimilates waste materials in the water. Wetlands are important because they provide cover and food for waterfowl and fish. Riparian habitat is regionally important because of its relative scarcity (Boccard, 1980). Riparian habitat is also important because it provides life requisites (e.g., escape cover, nesting cover, and food) for a variety of wildlife species and it provides shade and nutrient input to streams, which benefits the fishery resource. Important recreational activities in the basin include sport fishing, hunting, enjoying aesthetic views, and other water-related activities.

Hydropower development can adversely affect these target resources in several ways. For example, hydropower projects can impact waterfowl by displacing wetland habitat and can impact fish by construction-related erosion and sedimentation, which can cause siltation of spawning gravels. Project operation can cause turbine-induced mortality to fish, dewater fish habitat, and reduce DO when falls and riffles are bypassed. Construction of hydropower facilities can displace riparian habitat and operation can dewater streams that support riparian vegetation. Impacts to fish and wildlife game species and reduction in visual quality from project facilities can adversely affect recreation.

(d) Environmental impacts to target resources: The proposed amendment to the license would add a fourth generating unit to operate during peak irrigation return flows. This addition would require a 515-square-foot extension of the powerhouse and no other construction. The affected area is sparsely vegetated, containing mostly rock and gravel (Crystal Springs Hydroelectric Company, 1985). Construction and operation would not affect waterfowl, riparian habitat, or other wetlands. Addition of the fourth unit does not involve changes to the minimum flow or length of the bypassed reach; therefore, DO would not be decreased. The addition of a fourth turbine would not affect recreation because the project is on private land.

The limited erosion and sedimentation from the additional powerhouse excavation would have a minor short-term impact on trout in the immediate area. Because of the small size of the disturbed area and the presence of a diversion dam, approximately 1 mile downstream from the powerhouse, it is unlikely that sediment would reach the Snake River. Fish mortality in Cedar Draw Creek could slightly increase during operation of the additional turbine. Fish movement between the project area and the Snake River is blocked by an existing diversion dam and upstream movement is restricted by a falls. The trout population in the project area is largely maintained by trout escaping from the upstream rearing ponds. Since the project area trout population is relatively isolated from the rest of the basin, there is no potential for the interaction of project impacts on trout with other projects in the basin.

For these reasons, the staff concludes that the proposed amendment to license has no potential to contribute to basin-wide cumulative impacts to the designated target resources (waterfowl, fishery resources, wetlands and riparian habitat, DO, and recreation) in the Upper Snake River Basin.

FERC 2 1985

H. SUMMARY OF ENVIRONMENTAL IMPACTS

1. Assessment of adverse and beneficial impacts expected from the project as proposed by the applicant (P); the proposed project with the staff's recommended mitigation (Ps) [Section G]; and any other alternative considered (A). *

Resource	Impact P	Ps	A	Remarks
a. Geology/Soils	1AS			a. & c. Minor, short-term increases in erosion, sedimentation and turbidity would be unavoidable during project construction of the powerhouse. The proposed amendment would not affect the four gravel pits located outside of the licensed project boundary.
b. Streamflow	0			
c. Water quality:				
Temperature	0			
Dissolved oxygen	0			
Turbidity and sedimentation	1AS			
Other:				
d. Fisheries:				
Anadromous	0			
Resident	1AS			d. Increases in turbidity levels during construction would have a minor, short-term impact on trout in Cedar Draw Creek.
e. Vegetation	0			e. The 25 cfs minimum flow release required by the project license would be sufficient to maintain riparian vegetation along Cedar Draw Creek.
f. Wildlife	1AS			f. Wildlife in the vicinity of the powerhouse would be disturbed during construction at the powerhouse.
g. Cultural:				
Archeology	0			
History	0			
h. Visual quality	1AS			h. Minor decreases in visual quality may occur during construction of the powerhouse.
i. Recreation	1AS			i. Minor disturbances to recreationists in the immediate project area may occur during construction of the powerhouse.
j. Land use	0			
k. Socioeconomics	0			
l. Ambient noise	1AS			l. & m. Construction activities may temporarily increase noise and dust levels in the immediate project area.
m. Ambient air quality	1AS			

* The assessment reflects the adoption of any federal land management agency's conditions, in addition to the applicant's proposed mitigation. Assessment symbols indicate the following impact levels:

O = No impact; 1 = Minor impact; 2 = Substantial impact; 3 = Major impact; A = Adverse; B = Beneficial; L = Long-term impact; S = Short-term impact.

(e.g., 1BL = Minor, beneficial, long-term impact)

2. Impacts of the no-action alternative.

Under the no-action alternative, there would be no construction of project facilities or changes to the existing physical, biological, or cultural components of the area. Electrical power that would be generated by the proposed hydroelectric project would have to be generated from other available sources or offset by conservation measures.

3. Recommended alternative (including proposed, required, and recommended mitigative measures): X Proposed project. ___ Alternative action. ___ No action.

4. Reason(s) for selecting the preferred alternative.
The proposed project is preferred because its purpose can be achieved without significant adverse impacts to environmental resources.

I. SUMMARY OF UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS
Construction activities would result in temporary, minor increases in erosion, sedimentation, turbidity, dust and noise levels, and disturbance to wildlife and recreationists. Increased turbidity levels during construction would have a minor, short-term impact on trout.

J. CONCLUSION

X Finding of No Significant Impact. Approval of the recommended alternative [H(3)] would not constitute a major federal action significantly affecting the quality of the human environment; therefore, an environmental impact statement (EIS) will not be prepared.

___ Intent to Prepare an EIS. Approval of the recommended alternative [H(3)] would constitute a major federal action significantly affecting the quality of the human environment; therefore, an EIS will be prepared.

K. LIST OF PREPARERS

Name	Position title
Suzanne Brown	Environmental Protection Specialist (Coordinator)
Angelo Collanni	Geologist
Mark Bagdovitz	Ecologist
John Estep	Botanist
John Staples	Wildlife Biologist
Martin J. Thorpe	Electrical Engineer
Ronald Kowalewski	Civil Engineer
Mary Nowak	Writer-Editor

FEB 28 1986

L. LITERATURE CITED

1. Boccard, B. 1980. Important fish and wildlife habitats of Idaho; an inventory. U.S. Fish and Wildlife Service. Department of the Interior, Boise, Idaho 165 pp.

2. Crystal Springs Hydroelectric Company. 1985. Application for amendment of license for the Crystal Springs Hydroelectric Project, FERC No. 8278, Idaho. December 4, 1985.

3. Ecosystems Research Institute and White Horse Associates. 1986. Final mitigation plan for the Crystal Springs Hydroelectric Project, FERC No. 8278, Twin Falls County, Idaho. August 6, 1986.

4. Federal Energy Regulatory Commission. 1982. Final environmental impact statement for the A. J. Wiley Hydroelectric Project, FERC No. 2843, Idaho. Office of Hydropower Licensing, Washington, DC. September 1982.

SAFETY AND DESIGN ASSESSMENT
CEDAR DRAW CREEK PROJECT
FERC No. 8278-001

DAM SAFETY

The diversion dam has been raised an additional 0.5 feet over what was approved in the original license with little effective change in length. Failure of the dam and appurtenant structures would not pose a hazard to downstream property or human life.

PROJECT DESIGN

A fourth 778-kW unit was included in the constructed project that had not been approved in the original license. The concrete powerhouse was expanded to accomodate this additional unit. Minor changes were also made to the outlet configuration of the diversion dam, the dimensions of the intake structure, and the length of the pipeline/penstock. Generally, the project conforms to what was approved in the contract drawings and specifications required by special article in the original license order.

ECONOMIC FEASIBILITY

The powerplant addition has been constructed and is ready to begin operation as soon as the license amendment is issued. Since the amendment of license would approve a project already constructed, the economic feasibility of installing the additional turbine-generating unit is a moot point.

WATER RESOURCE PLANNING

The project has been upgraded by the addition of a 778-kW turbine-generating unit giving a four-unit powerplant with a total installed capacity of 2,924 kW. The powerplant would continue to operate run-of-river with the fourth unit having a design head of 262 feet and a hydraulic capacity of 40 cfs. The licensee has increased installed capacity at the site primarily to accomodate additional return irrigation flows by the Twin Falls Canal Company to the creek. These waste flows were not anticipated at the time of original license. Since power generation is a non-consumptive water use and the powerplant would operate run-of-river, the project would not alter the return flows and, consequently, would not interfere with the operation of the irrigation system. The mean (additional) return flow for the April through November period is approximately 40 cfs.

MAR 23 1984

The licensee estimates that the modified project would generate about 11,700,000 kWh annually based on a required minimum continuous bypass flow release of 25 cfs or the natural flow, whichever is less. This represents an energy generation increase of 5,000,000 kWh over the original three-unit powerplant scheme.

State and Federal agency comments do not impact upon the safety or economic feasibility of the project. Based on our review of Federal and State agency comments, the modified project would not conflict with any existing or planned water resource developments in the basin. No specific comments or recommendations were made addressing flood control, water supply, or irrigation requirements for Cedar Draw Creek.

The Idaho State Water Plan, adopted by the Idaho Water Resource Board on January 19, 1982, sets forth general water policies concerning water allocation, flood control, irrigation and power production. The plan establishes average daily flow target values at points along the Snake River. The project site is located on Cedar Draw Creek, a tributary to the Snake. The project's use of the streamflow to generate power represents a nonconsumptive use of the water from Cedar Draw Creek. Therefore, the project would not have an impact on the specific streamflow target values. In view of the above, it is concluded that the project is not in conflict with the Idaho State Water Plan.

The Commission staff's Upper Snake River Basin Planning Status Report includes no hydroelectric projects, either proposed or constructed on Cedar Draw Creek that this amended project would impact and the project would not conflict with any pending applications for exemption, license, or preliminary permit. In addition, the report shows no existing or potential flood control, water supply, or irrigation projects in close proximity to the Cedar Draw Creek Project site.

In summary, our analysis shows that the amended project is properly designed to develop the hydropower potential of Cedar Draw Creek.

EXHIBITS

The following addendum to Exhibit A and the following Exhibit F drawings conform to the Commission's rules and regulations and are approved and made part of the license:

Exhibit A is amended to include a 778-kW turbine-generating unit with a design head of 262 feet and a hydraulic capacity of 40 cfs. The powerplant substation transformer has been upgraded to a 3,500-kVA unit.

Exhibit F	FERC No. 8278-	Superseding FERC No. 8278-	Title
1	8	2,3,4	Diversion Structure
2	9	5	Powerhouse Plan
2A	10	--	Powerhouse Plan
3	11	6	Powerhouse Elevations
4	12	--	Powerhouse Elevations and Sections
5	13	--	Substation Plan and Section

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FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

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Southern Region Office

February 3, 1987

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Department of Water Resources

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

Re: Beneficial Use Examination
for Permits No. 47-7768 and 47-7991
Crystal Springs 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 permits.

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, E.I.T.

DDJ:al

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

MAR 28 1995

Form 217
03/86

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Department of Water Resources

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Department of Water Resources
Southern Region Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

no V rec'd 9/

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

PROOF OF BENEFICIAL USE

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

Permit No. 47-7768, 47-7991

Name(s) of Permit Holder: Crystal Springs Hydroelectric Co.

Post Office Address: P. O. Box 1892 Twin Falls, Idaho 83301

Telephone No. 734-9600

Source of Water: Cedar Draw Creek

Extent of Use:

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

Irrigation _____ (acres) Other/Remark Power Generation

Total rate and/or volume for which proof is submitted 150 cfs _____ acre-feet

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

Measuring Device: Required? X Yes __ No
Installed? X Yes __ No
Fee enclosed $ N/A
(See License Examination Fee Schedule)

Flow Measurement Port: Required? X Yes __ No
Installed? X Yes __ No

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

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

834 Falls Avenue Twin Falls, Idaho 83301
(Address)

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

2/3/87
Date

Signature of Permit Holder (and title, if appropriate)

MAR 28 1995

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Department of Water Resources

Form 21-
6/86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

47-7991
Permit No. 47-7768

A. GENERAL INFORMATION

1. Owner: Crystal Springs Hydroelectric Co. Phone No. 734-9600
   Current Address: P. O. Box 1892, Twin Falls, Idaho 83301
2. Accompanied by: - EXAM. DATE: Oct. 7, 1986
   Address: - Phone No. -
   Relationship to Permit Holder: -
3. Source: Cedar Draw Creek tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 47-8005, 47-8009 (Approved Permits)
   ☒ Copies Attached
2. Other water rights with same point of diversion: 47-8005 (Approved Permit)
   ☒ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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

Scale: 1" = _____.

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

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System Description (continued)

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

Water is diverted out of Cedar Draw Creek and into a 60 inch diameter steel penstock. The diversion consists of a concrete structure with a concrete weir wall across Cedar Draw Creek, two stop log channels, and two self-cleaning trash racks. The penstock winds down the canyon for approximately 7800 feet until it reaches the powerhouse and manifolds to four turbine/generator units. Three of the turbine/generator units were in operation at the time of inspection. The fourth unit is present but is not operating until final approval for its use is granted from the Federal Energy Regulatory Commission (FERC). The water exits the powerhouse and returns to Cedar Draw Creek via an open channel that is approximately 200 feet long.

(See attached photos of the various project components.)

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Generator Make	KW HP	Motor Serial No.	Turbine Make	Design Turbine Discharge
N/A	Westinghouse	549	N/A	Ingersoll-Rand	28 CFS
N/A	Westinghouse	687	N/A	Ingersoll-Rand	35 CFS
N/A	Westinghouse	767	N/A	Ingersoll-Rand	40 CFS
N/A	Westinghouse	911	N/A	Ingersoll-Rand	47 CFS

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

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

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SW	NE	23	9S	15E	Twin Falls	From Construction Plans

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

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S	15E	14		X															-

Do not use this space

MAR 28 1995

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:**

A pressure gage in the powerhouse just upstream of the turbine indicated indicated an operating pressure of 120 psi which corresponds to a net head of 277 feet. The turbine curves indicate a flow of 28.5 cfs, 35.5 cfs, and 48 cfs through turbine units #1, #2, and #4 for a total flow of 112 cfs at this head. (See attached turbine curves.)

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:
   Certified turbine curves were used to determine flow. (See attached turbine curves.)
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:

   $V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = _____

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

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

2. Volume Calculations for Other Uses:

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H. REMARKS AND OVERLAP REVIEW ANALYSIS

When all four turbines operate at the design net head of 267 feet, the combined flow to the turbines is 150 cfs. (See attached turbine rating curves.) The as-built project appears to be capable of supplying 267 feet of head to the turbines. However, at this time only three units are operating until the project owner receives approval from FERC to operate the 40 cfs unit. This 40 cfs unit is physically present at the powerhouse and in perfect working order. FERC approval for operation of this 4th unit should be granted in the near future. Until that time, the plant is operating with three units. According to the turbine curves, when the 40 cfs is brought on-line the total system flow will reach 150 cfs. As a result, it is felt that 150 cfs should be recommended for beneficial use.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
Power Generation	Jan. 1	Dec. 31	150 CFS	
		Totals:	150 CFS	

2. Recommended Amendments

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

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

J. AUTHENTICATION

Field Examiner's Name David L. Curtis

Signature David L Curtis

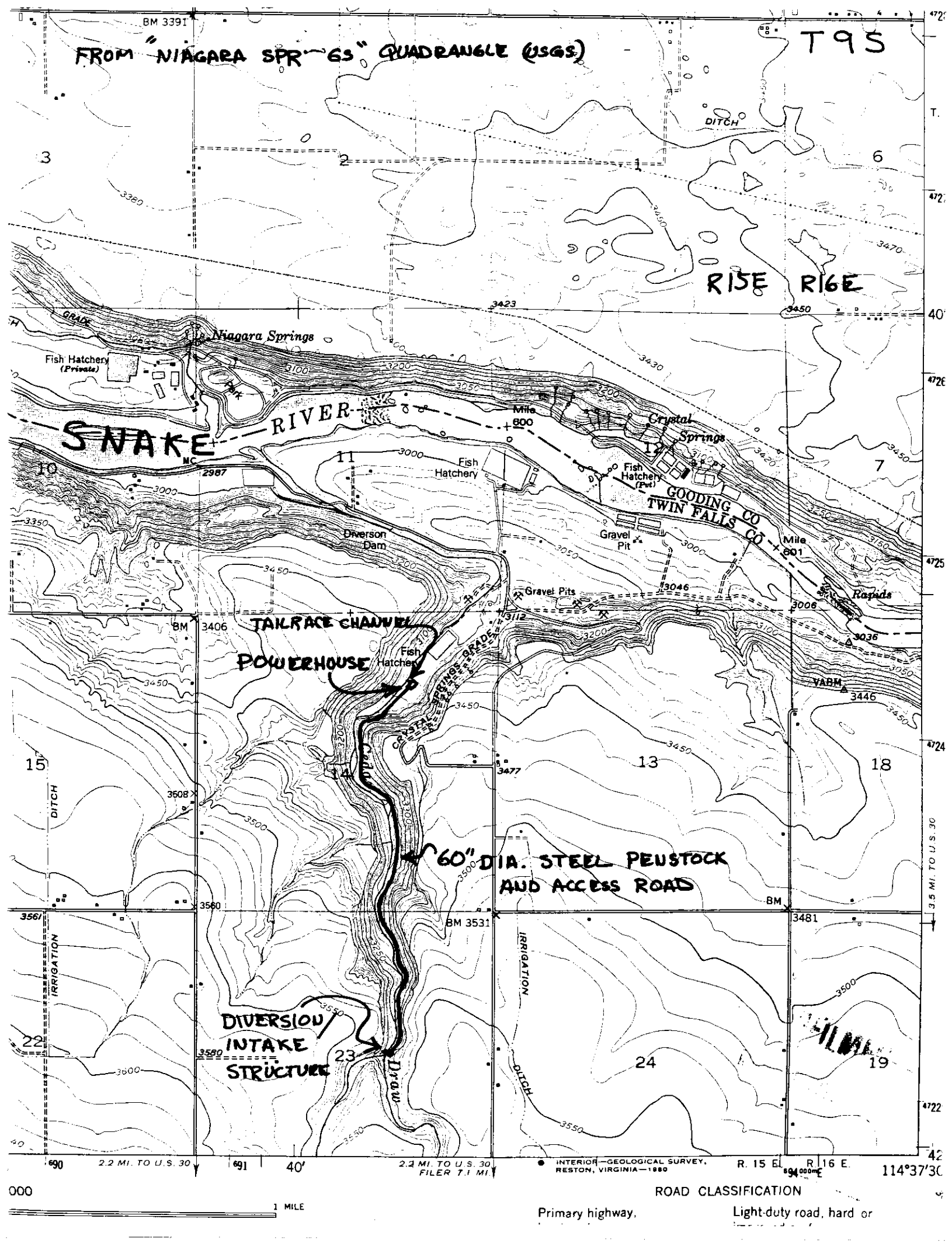
Certification Date 30 Jan 87

Field Report Preparation Date 30 Jan 87

REGISTERED PROFESSIONAL ENGINEER 3121 STATE OF IDAHO DAVID L. CURTIS

CONSULTANT SEAL

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


FROM "NIAGARA SPR—GS" QUADRANGLE (USGS)
T 9 S
RISE
RIGE
SNAKE RIVER
Niagara Springs
Fish Hatchery (Private)
Fish Hatchery
Fish Hatchery (Put)
Crystal Springs
Mile 600
Mile 601
GOODING CO
TWIN FALLS CO
Diverson Dam
Gravel Pit
Gravel Pits
Rapids
TAILRACE CHANNEL
POWERHOUSE
CRYSTAL SPRINGS GRADE
60" DIA. STEEL PENSTOCK AND ACCESS ROAD
DIVERSION INTAKE STRUCTURE
Draw
IRRIGATION DITCH
DITCH
BM 3391
BM 3406
BM 3531
BM 3481
VABM 3446
3046
3112
3036
3006
3477
3608
3561
3560
3580
2987
2.2 MI. TO U.S. 30
2.2 MI. TO U.S. 30
FILER 7.1 MI.
3.5 MI. TO U.S. 30
INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1980
R. 15 E.
R. 16 E.
114°37'30
1 MILE
ROAD CLASSIFICATION
Primary highway,
Light-duty road, hard or



Diversion/Intake Structure on Cedar Draw Creek

(Looking Downstream)



Diversion/Intake Structure on Cedar Draw Creek

(Looking Upstream)



Diversion/Intake Structure on Cedar Draw Creek



Cedar Draw Creek, Powerhouse, Penstock, and Transmission Line

8 1995



Powerhouse



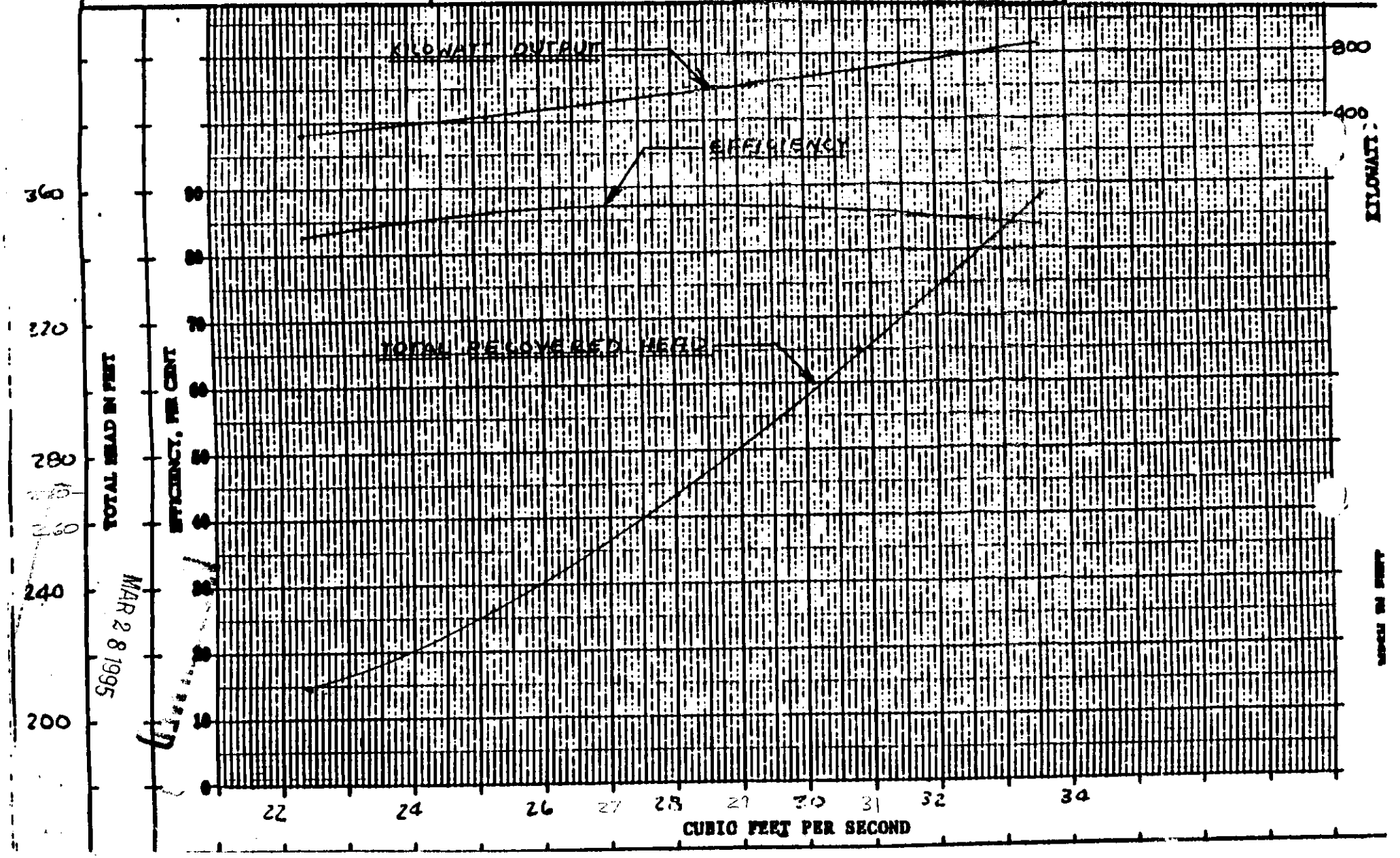
Powerhouse Tailrace Discharge Returning to Cedar Draw Creek

MAR 2 8 1995

CRYSTAL SPRINGS

CUSTOMER Crystal Springs Hydro Electric Co.	DESIGN CONDITIONS	Ingersoll-Rand
PROPOSAL NO. SE-1652 ITEM	CFS 28 EFF .87	CURVE 1652-16x23-1
SPECIAL NOTES	T. H. (FT.) 267 KW 549 SP. 10	TURBINE 16x23ST
	RPM 1211 Generator	DRAWN BY J.E. MURPHY DATE 26 JAN 84

Curves are approximate. Pump is guaranteed for an all of conditions. Capacity, head and efficiency guar antees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



MAR 28 1995

CUSTOMER Crystal Springs Hydroelectric Co.

PROPOSAL NO. SF-1652 ITEM

SPECIAL NOTES

DESIGN CONDITIONS

CFS 35 EFF .87

T. H. (FT.) 269 KW 687 SG 1.0

RPM 1211 Generator

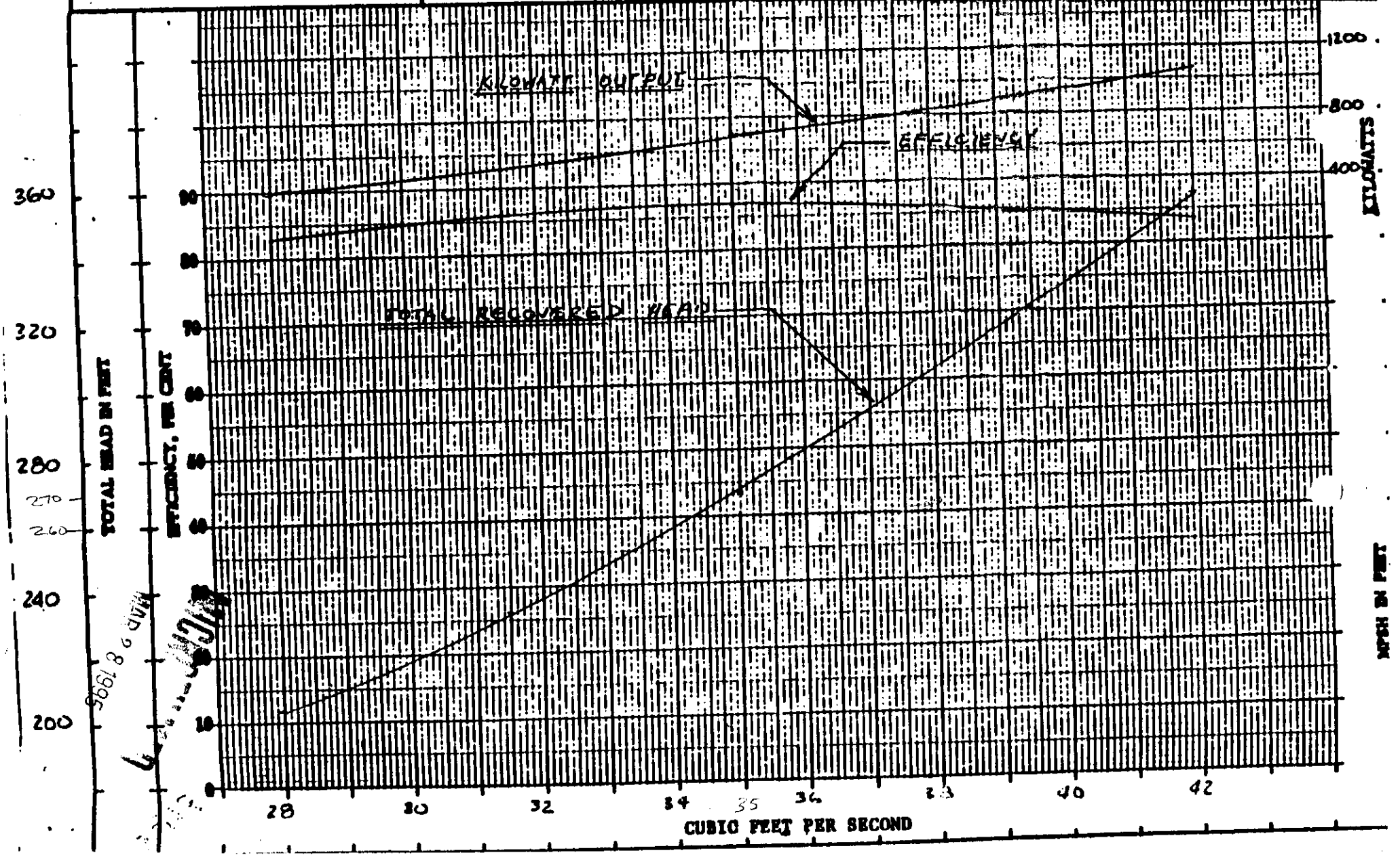
Ingersoll-Rand

DRAWN BY J.E. MURPHY DATE 26 JAN 84

CURVE 1652-16x23

TURBINE 16x23ST

Curves are approximate. Pump is guaranteed for one set of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



CUSTOMER BONNEVILLE PACIFIC

PROPOSAL NO. 006-36560 ITEM 00

SPECIAL NOTES

DESIGN CONDITIONS

CFS 40 EFF 85%

T.H. (FT.) 267 BHP KW 767 (SHAFT) Gross SG.

RPM 1211 DRIVER HP

INGERSOLL-RAND

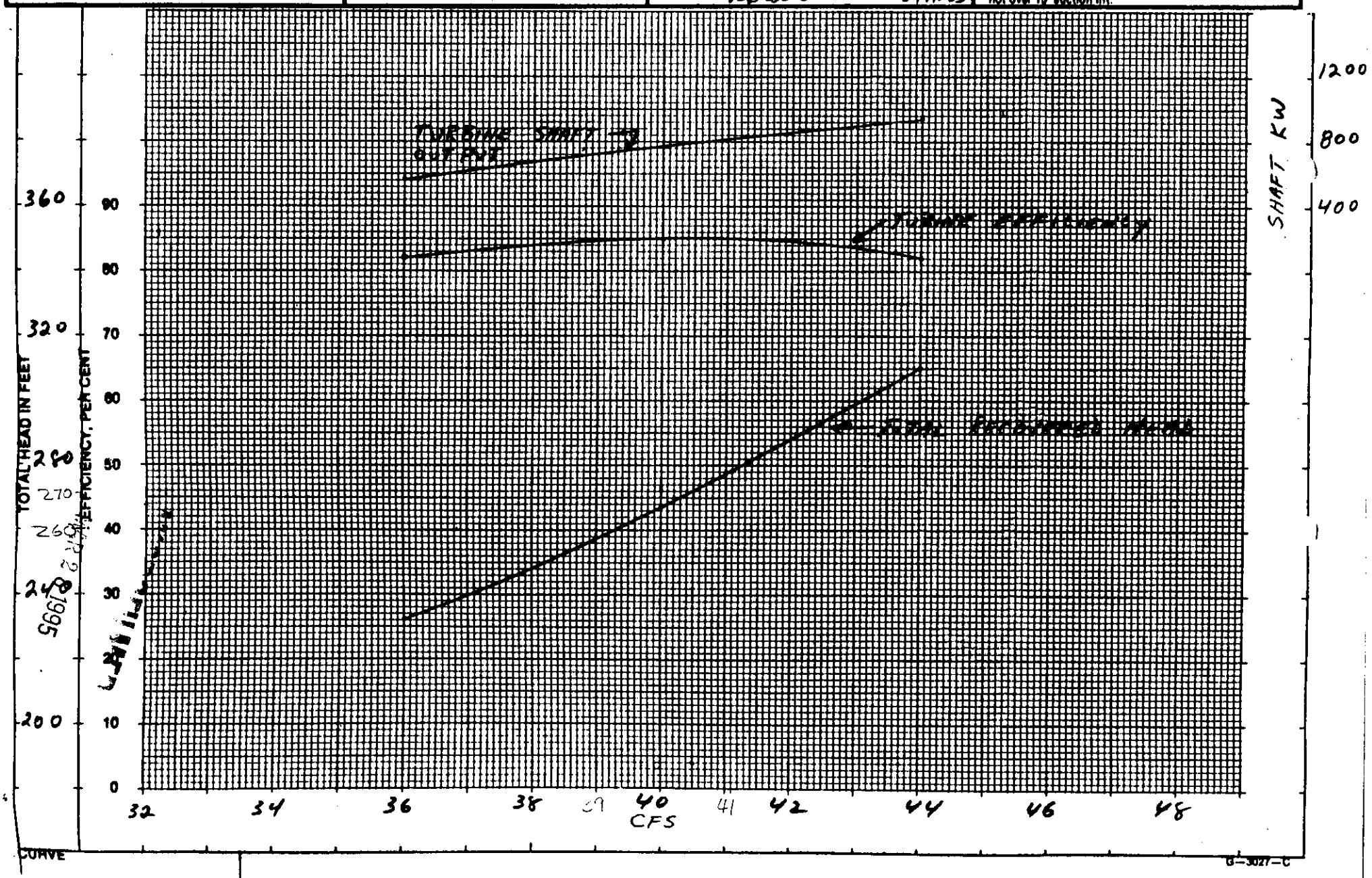
PUMPS

DRAWN BY RBallotti DATE 2/14/85

CURVE 16 x 23

PUMP 16X23SLVT

Curves are approximate. Pump is guaranteed for one set of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



CUSTOMER Crystal Springs Hydroelectric Co.

PROPOSAL NO. SF-1652 ITEM

SPECIAL NOTES

DESIGN CONDITIONS

CFS 47 EFF 86%

T. H. (FT.) 267 KW 911 60/1.0

RPM 911 Generator

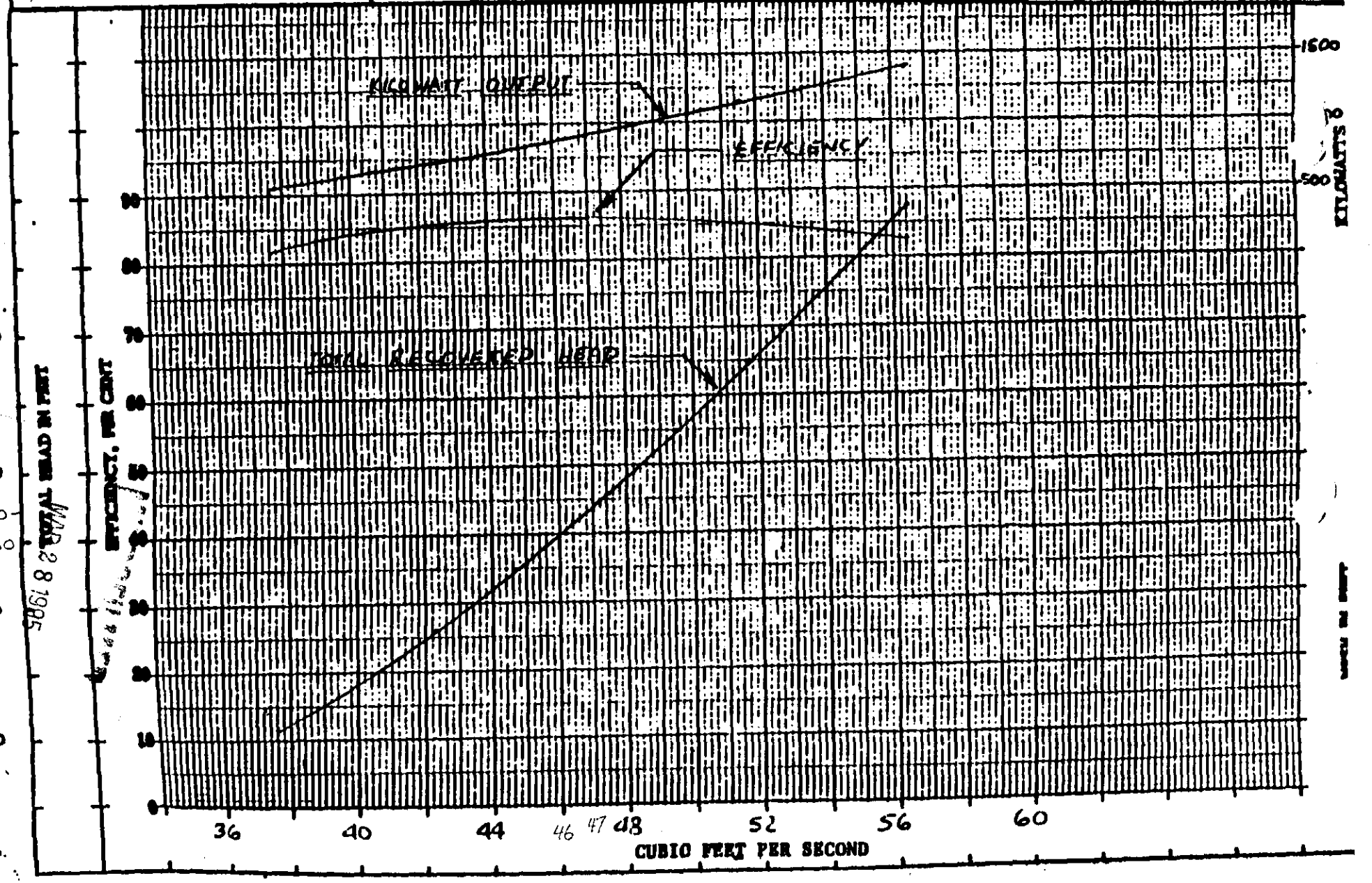
Ingersoll-Rand

DRAWN BY J. E. MURPHY DATE 20 JAN 84

CURVE 1652-20

TURBINE 20ALVT

Curves are approximate. Pump is guaranteed for an unit of conditions. Capacity, head and efficiency guarantees are based on shop test and when handling clear, cold, fresh water at a temperature of not over 85 degrees and not over 15' suction lift.



Form 202
3/78

Ident. No. 47-7768

AMENDED

RECEIVED
FEB 04 1987
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9600

   Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

   Amount 110 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 110 cubic feet per second and/or b. ____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

   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 ____ (Month/Day) to ____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
   a. If water is not for irrigation:
      (1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9S

      Range 15E B.M.

      (2) Amount of power to be generated: * See Remark (1) horsepower under 267 feet of head.

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

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

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

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

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

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. 47-7767

9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

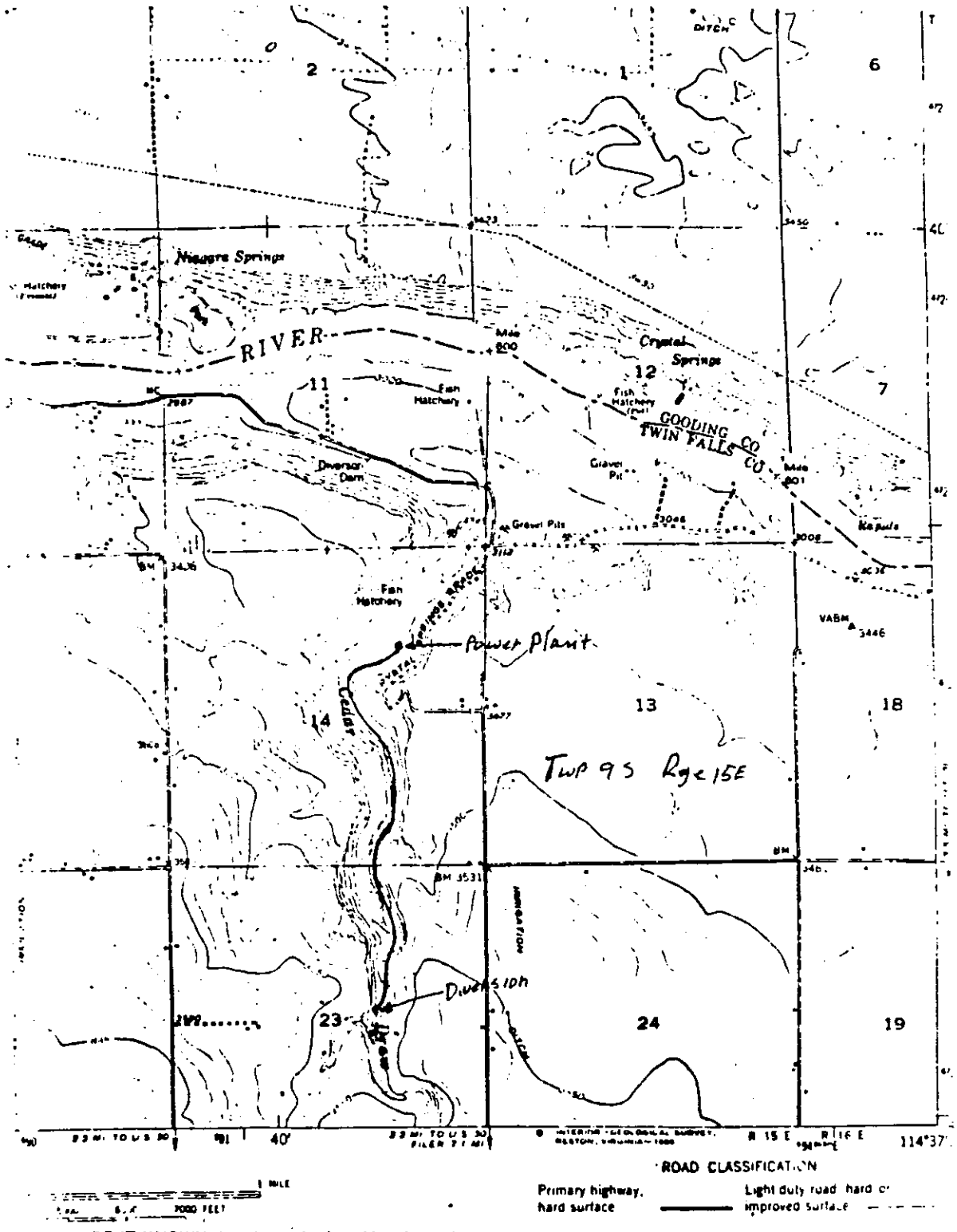
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Land at diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7767 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

8 1995

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.

(Applicant)

MAR 2 8 1995

Received by JT Date 2-4-92 Time 8:25

Preliminary check by _____ Fee $ _____

Receipted by _____ Date _____

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

Publication approved _____ Date _____

Protests filed by: _____

_____

_____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other:

MAR 28 1995

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

U.S.MAIL

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FEDERAL ENERGY
REGULATORY COMMISSION
FERC 351

P -0008278002 101465
DIRECTOR
IDAHO DEPARTMENT OF WATER RESOURCES
450 WEST STATE STREET

BOISE, ID 83720

MAR 8 1985

Mann-Ike

10974
47-7791

DEC 22 1986

Department of Water Resources

ENVIRONMENTAL ASSESSMENT FOR HYDROPOWER LICENSE

Cedar Draw Creek
(Name of Project)

FERC No. 8278 - 002

Idaho
(State)

Division of Environmental Analysis
Office of Hydropower Licensing
Federal Energy Regulatory Commission
825 N. Capitol Street, NE
Washington, D.C. 20426

November 26, 1986
(Date)

MAR 28 1995

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MAR 2 8 1995

ENVIRONMENTAL ASSESSMENT
DIVISION OF ENVIRONMENTAL ANALYSIS, OFFICE OF HYDROPOWER LICENSING
FEDERAL ENERGY REGULATORY COMMISSION

Date: November 26, 1986

Project name: Cedar Draw Creek FERC No. 8278 - 002

A. APPLICATION

1. Application type: Amendment of License Date filed: 12 / 4 / 85

2. Applicant: Crystal Springs Hydroelectric Company

3. Water body: Cedar Draw Creek River basin: Upper Snake

4. Nearest city or town: Twin Falls

5. County: Twin Falls State: Idaho

B. RESOURCE DEVELOPMENT

1. Purpose: The increase in installed capacity for the project would provide an estimated additional average of 5,000,000 kilowatthours (kWh) of electrical energy per year to a utility in the region.

2. Need for power: The already constructed project amendment will use additional return irrigation flows, which were not anticipated at the time the original license was issued, to produce additional energy that would otherwise be lost.

Because of the small size of the proposed project amendment in relation to the existing and projected generating capability in the Northwest, the traditional approach of linking project development with a forecasted need for a specific project is inapplicable to assessing need for the proposed amendment.

The power from the project amendment would be useful in meeting a small part of the need for power projected by the Western Systems Coordinating Council (WSCC) for the Northwest region. From the time the project goes on-line it will be available to displace fossil-fueled power generation in the WSCC region and thereby, to conserve nonrenewable fossil fuels, and to reduce the emission of noxious byproducts caused by the combustion of fossil fuels.

MAR 2 8 1995

C. PROPOSED PROJECT AND ALTERNATIVES

1. Description of the proposed action: The applicant proposes to modify the partially constructed project by adding a fourth generation unit rated at a capacity of 778 kilowatts (kW). This would increase the total capacity of the project from 2,146 kW to 2,924 kW. In order to accommodate the new installed generating unit, the proposed powerhouse would be extended by 18 feet. An additional 100 square yards of material would be excavated to construct the proposed powerhouse.

2. Applicant's proposed mitigative measures.

a. Construction: The applicant has filed a plan to mitigate impacts to riparian and wetland habitats adversely affected by construction of the licensed project. The plan includes provisions for successfully revegetating the riparian areas disturbed during past construction and for replacing wetlands damaged or destroyed.

b. Operation: None.

3. Federal lands affected.

_X_ No. ___ Yes; agency: _____; acreage = _____;

___ The federal land management agency has provided conditions by letter dated: ___/___/___ (Attachment ___).

___ Conditions have not been provided.

Remarks: _____

4. Alternatives to the proposed action.

a. _X_ No other reasonable action alternatives have been found.

___ Action alternative: _____

b. Alternative of no action.

No action would prohibit the applicant from modifying the licensed project. No action would involve no alterations to the existing environment and would preclude the applicant from producing additional electrical power at the site.

FEB 8 1995

D. AFFECTED ENVIRONMENT

1. Descriptions of the resources in the project impact area.

a. Geology and soils. Soils in the project area are composed of sand, gravel, and boulder alluvium on the canyon bottoms below the adjacent basalt cliffs. The soils on the upper plateau are relatively shallow, silty, and sandy-loamy. The bedrock consists of basalt ranging from massive to dense and interbedded with lake and stream sediments.

b. Streamflow.

low flow: 18 cfs; flow parameter: Average low flow, winter
high flow: 332 cfs; flow parameter: Average high flow, summer
average flow: 50 cfs; flow parameter: Average annual flow
Remarks. Streamflow is regulated by irrigation needs but the applicant is required by the existing license to provide a minimum flow of 25 cubic feet per second (cfs) from the project.

c. Water quality. Water quality in the creek is fair. Most of the water comes from collected wastewater from surface irrigation. Water quality is affected by silt, fertilizers, and nutrients.

d. Fisheries.

Anadromous: X None. ___ Species include: _____

Resident: ___ None. X Species include: rainbow trout.

Remarks. _____

e. Vegetation.

Cover type	Dominant species
sagebrush shrub	big sagebrush, cheat, aster, and various other grasses and forbs
riparian	willow, wild rose, chokecherry, currant, wild rye, mint, and bigsting nettle
wetland	cattail, hardstem, bullrush, and sedge

Remarks. Small isolated patches of wetland vegetation occur throughout the length of Cedar Draw Creek.

f. Wildlife.

Species inhabiting the project area include: mule deer, chukar partridge, ring-necked pheasant, coyote, mink, raccoon, marsh hawk, and a variety of small mammals and songbirds.

MAR 2 8 1985

Remarks. The riparian vegetation and wetlands along Cedar Draw Creek are important wildlife habitats.

g. Cultural.

___ There are properties listed on or eligible for listing on the National Register of Historic Places in the area of the project's potential environmental impact.

Description. _____

_____

_____

_X_ National Register (listed and eligible) properties have not been recorded.

Remarks. The Idaho State Historic Preservation officer (SHPO) states that the proposed amendment of license would have no effect on cultural resources (letter from Thomas J. Green, SHPO, Idaho State Historical Society, Boise, Idaho, September 4, 1985). A condition of the existing license would ensure the protection of cultural resources in the event of future construction or land-disturbing activities at the project site.

h. Visual quality. The project is located in a sparsely vegetated, rocky, box canyon. Two Falls, a waterfall located approximately 400 feet upstream of the diversion structure, would provide a visual attraction for any visitors to the project area. The waterfall, however, is not readily accessible to the public because of private ownership of the surrounding land.

i. Recreation. Recreational use of the project area is limited because much of the surrounding land is privately owned. Some fishing, hunting, and hiking does occur along Cedar Draw Creek.

j. Land use. Land in the project area is primarily used for irrigation, agriculture, and commercial rearing of trout. Commercial trout ponds are located downstream of the project site and utilize water from Cedar Draw Creek for their operations.

k. Socioeconomics. The socioeconomic well-being of the area is influenced primarily by agriculture and trout farming.

l. Ambient noise. Ambient noise levels in the project area are moderate because of the project's location near a waterfall.

m. Ambient air quality. Ambient air quality in the project area is good because of the project's location away from industrial areas and heavily used roads.

n. Other resources. No other resources would be affected by the project.

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E. CONSULTATION AND COMPLIANCE

1. Fish and wildlife consultation (Fish & Wildlife Coordination Act).
   (a) Fish & Wildlife Service (FWS): X Yes ___ No (b) State(s): X Yes ___ No
   (c) National Marine Fisheries Service (NMFS): ___ Yes X No
   Remarks. _____

2. Section 7 consultation (Endangered Species Act).
   (a) Listed species. None.
   (b) X Not required. ___ Required; completed (date): ___/___/___.
   Remarks. _____

3. Section 401 certification (Clean Water Act).
   ___ Not required. X Received. ___ Waived. ___ Requested. 8 / 4 / 86 (date)

4. Cultural resource consultation (Historic Preservation Act).
   (a) Register status: X None. ___ Potentially eligible. ___ Eligible or listed.
   (b) State Historic Preservation Officer (SHPO): X Yes ___ No
   (c) National Park Service (NPS): X Yes ___ No
   (d) Council: X Not required. ___ Completed (date): ___/___/___.
   (e) Further consultation: X Not required. ___ Required.
   Remarks. _____

5. Recreation consultation [Federal Power Act, §10(a)].
   (a) U.S. Owners ___ Yes X No (b) NPS: X Yes ___ No
   (c) State(s): X Yes ___ No Remarks. _____

6. Wild and scenic rivers (Wild and Scenic Rivers Act).
   Status: X None. ___ Listed. Determination completed: ___/___/___.
   Administering agency: _____
   Remarks. _____

7. LWCFA lands and facilities affected (Land and Water Conservation Fund Act).
   Status: X None. ___ Designated. Determination completed: ___/___/___.
   Administering agency: _____
   Remarks. _____

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F. COMMENTS

1. The following entities provided comments on the application in response to the public notice dated 3 / 11 / 86 .

Commenting entity	Date of letter
Idaho Department of Fish and Game	4 / 18 / 86
Idaho Department of Health and Welfare	4 / 21 / 86
Department of the Interior	5 / 19 / 86
	/ /
	/ /
	/ /
	/ /
	/ /
	/ /
	/ /

* Indicates a petition to intervene.

2. The applicant responded to the comments by letter dated no response.

G. ENVIRONMENTAL IMPACTS AND RECOMMENDATIONS

Mitigative measures recommended by the staff are in addition to those proposed by the applicant, Section C(2), and those conditions identified in Section C(3), as appropriate. There are 3 issues addressed below.

1. Issue: Controlling erosion, sedimentation, turbidity, and instability of slopes.

(a) Comments: The Idaho Department of Fish and Game (IDFG) states that the slope stabilization and revegetation plan lacks detail.

(b) Applicant's response: None.

(c) Conclusions and recommendations: Land-clearing and ground-disturbing activities would increase the potential for erosion, sedimentation, turbidity, and instability of slopes. The slope stabilization and revegetation plan should be revised to provide detailed and site-specific treatment measures to mitigate construction and operation impacts. Therefore, after consultation with the IDFG and the Department of Army, Walla Walla District, Corps of Engineers (Corps), a revised plan should be filed with the Commission before starting any land-clearing or ground-disturbing activities. The revised plan should include detailed and site-specific descriptions of proposed measures to control erosion, sedimentation, turbidity, and slope instability.

2. Issue: Mitigation of impacts to riparian and wetland habitats that occurred during construction of the licensed project.

(a) Comments: The IDFG and the U.S. Fish and Wildlife Service (FWS) recommend that a plan be developed to mitigate adverse impacts to the fish and wildlife habitats of Cedar Draw Creek that occurred during construction of the licensed project. The mitigative plan should include provisions for replacing riparian and wetland habitats damaged or eliminated during construction of the licensed project.

(b) Applicant's response: The applicant has prepared a final mitigative plan for an after-the-fact Corps permit for the remaining fill in the wetlands along Cedar Draw Creek (Ecosystems Research Institute and White Horse Associates, 1986). Development of the mitigative plan was coordinated with the Corps, the Environmental Protection Agency, the FWS, the Idaho Department of Water Resources, the Idaho Department of Health and Welfare, and the IDFG.

(c) Conclusions and recommendations: Construction of the penstock and access road for the licensed project resulted in significant adverse impacts to riparian and wetland habitats along Cedar Draw Creek. Fill material was placed in wetlands at several areas near the powerhouse and along the creek. At five locations, fill slopes from construction extended to the edge of the creek. At these five locations, riparian vegetation was severely impacted or destroyed. Riparian vegetation was also impacted, though less severely, at several other sites along the creek. The final mitigative plan developed by the applicant is adequate to mitigate for the impacts on the fish and wildlife habitats that occurred during construction of the licensed project. The plan includes complete provisions for revegetating disturbed riparian areas and for creating wetlands to replace those damaged or eliminated during construction of the licensed project. The licensee should implement the final mitigative plan filed with the Commission.

3. Issue Cumulative impacts from multiple hydropower development.

(a) Upper Snake River Basin: The Upper Snake River Basin covers most of southern Idaho and portions of Oregon, Nevada, Utah, and Wyoming. The project area is within the Snake River Plain, a volcanic plateau characterized by a semiarid climate and sagebrush rangelands. Canyons within the plateau typically consist of steep talus-covered slopes, supporting grasses and forbs, and scattered willows, sedges, and other riparian vegetation along the streams. Land use includes rangeland and irrigated cropland. Cedar Draw Creek empties into the Upper Snake River approximately 10 miles west of the City of Twin Falls. During the irrigation season, most of the flow in Cedar Draw Creek is from irrigation wastewater.

(b) Proposed and existing hydroelectric development: As of September 15, 1986, 18 license applications for projects located in the Upper Snake River Basin, were pending before the Commission. There are 90 licensed or exempted hydropower projects in this basin and no pending exemption applications. Most of the existing and proposed facilities are along the mainstem of the Snake River and along the Payette River. The existing Cedar Draw Creek project is approximately 1.5 miles upstream from the confluence of Cedar Draw Creek and the mainstem of the Snake River. A downstream diversion dam on Cedar Draw Creek prevents upstream fish movement from the Snake River to the project area.

MAR 2 8 1995

(c) Target resources: The staff has identified waterfowl, fishery resources, dissolved oxygen (DO), wetlands (including riparian habitat), and recreation as important resources, which could be adversely affected by two or more proposed hydropower projects in the Upper Snake River Basin. The staff based its selection of target resources on review of other projects in the basin and on comments from the resource agencies. Waterfowl was selected because the Snake River is a major migration corridor and an important overwintering site. Although hydropower dams on the Middle Snake River have limited the anadromous fishery resource in the Upper Snake, the Upper Snake and many of its tributaries support an important recreational sport fishery for rainbow trout (FERC, 1982). DO supports aquatic organisms and assimilates waste materials in the water. Wetlands are important because they provide cover and food for waterfowl and fish. Riparian habitat is regionally important because of its relative scarcity (Boccard, 1980). Riparian habitat is also important because it provides life requisites (e.g., escape cover, nesting cover, and food) for a variety of wildlife species and it provides shade and nutrient input to streams, which benefits the fishery resource. Important recreational activities in the basin include sport fishing, hunting, enjoying aesthetic views, and other water-related activities.

Hydropower development can adversely affect these target resources in several ways. For example, hydropower projects can impact waterfowl by displacing wetland habitat and can impact fish by construction-related erosion and sedimentation, which can cause siltation of spawning gravels. Project operation can cause turbine-induced mortality to fish, dewater fish habitat, and reduce DO when falls and riffles are bypassed. Construction of hydropower facilities can displace riparian habitat and operation can dewater streams that support riparian vegetation. Impacts to fish and wildlife game species and reduction in visual quality from project facilities can adversely affect recreation.

(d) Environmental impacts to target resources: The proposed amendment to the license would add a fourth generating unit to operate during peak irrigation return flows. This addition would require a 515-square-foot extension of the powerhouse and no other construction. The affected area is sparsely vegetated, containing mostly rock and gravel (Crystal Springs Hydroelectric Company, 1985). Construction and operation would not affect waterfowl, riparian habitat, or other wetlands. Addition of the fourth unit does not involve changes to the minimum flow or length of the bypassed reach; therefore, DO would not be decreased. The addition of a fourth turbine would not affect recreation because the project is on private land.

The limited erosion and sedimentation from the additional powerhouse excavation would have a minor short-term impact on trout in the immediate area. Because of the small size of the disturbed area and the presence of a diversion dam, approximately 1 mile downstream from the powerhouse, it is unlikely that sediment would reach the Snake River. Fish mortality in Cedar Draw Creek could slightly increase during operation of the additional turbine. Fish movement between the project area and the Snake River is blocked by an existing diversion dam and upstream movement is restricted by a falls. The trout population in the project area is largely maintained by trout escaping from the upstream rearing ponds. Since the project area trout population is relatively isolated from the rest of the basin, there is no potential for the interaction of project impacts on trout with other projects in the basin.

For these reasons, the staff concludes that the proposed amendment to license has no potential to contribute to basin-wide cumulative impacts to the designated target resources (waterfowl, fishery resources, wetlands and riparian habitat, DO, and recreation) in the Upper Snake River Basin.

MAR 28 1995

H. SUMMARY OF ENVIRONMENTAL IMPACTS

1. Assessment of adverse and beneficial impacts expected from the project as propose by the applicant (P); the proposed project with the staff's recommended mitigati (Ps) [Section G]; and any other alternative considered (A). *

Resource	Impact P	Ps	A	Remarks
a. Geology/Soils	1AS			a. & c. Minor, short-term increases in erosion, sedi ation and turbidity would be unavoidable during proj
b. Streamflow	0			construction of the powerhouse. The proposed amend- ment would not affect the four gravel pits located
c. Water quality: Temperature	0			outside of the licensed project boundary.
Dissolved oxygen	0			
Turbidity and sedimentation	1AS			
Other:				
d. Fisheries: Anadromous	0			
Resident	1AS			d. Increases in turbidity levels during construction would have a minor, short-term impact on trout in Ced Draw Creek.
e. Vegetation	0			e. The 25 cfs minimum flow release required by the
f. Wildlife	1AS			project license would be sufficient to maintain ripari vegetation along Cedar Draw Creek.
g. Cultural: Archeology	0			f. Wildlife in the vicinity of the powerhouse would be disturbed during construction at the powerhouse.
History	0			
h. Visual quality	1AS			h. Minor decreases in visual quality may occur durinc construction of the powerhouse.
i. Recreation	1AS			i. Minor disturbances to recreationists in the immediate project area may occur during construction
j. Land use	0			of the powerhouse.
k. Socioeconomics	0			
l. Ambient noise	1AS			l. & m. Construction activities may temporarily increase noise and dust levels in the immediate projec
m. Ambient air quality	1AS			area.

* The assessment reflects the adoption of any federal land management agency's conditions, in addition to the applicant's proposed mitigation. Assessment symbols indicate the following impact levels:

O = No impact; 1 = Minor impact; 2 = Substantial impact; 3 = Major impact;
A = Adverse; B = Beneficial; L = Long-term impact; S = Short-term impact.

(e.g., 1BL = Minor, beneficial, long-term impact)

MAR 28 1995

2. Impacts of the no-action alternative.

Under the no-action alternative, there would be no construction of project facilities or changes to the existing physical, biological, or cultural components of the area. Electrical power that would be generated by the proposed hydroelectric project would have to be generated from other available sources or offset by conservation measures.

3. Recommended alternative (including proposed, required, and recommended mitigative measures): X Proposed project. ___ Alternative action. ___ No action.

4. Reason(s) for selecting the preferred alternative.
The proposed project is preferred because its purpose can be achieved without significant adverse impacts to environmental resources.

I. SUMMARY OF UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS
Construction activities would result in temporary, minor increases in erosion, sedimentation, turbidity, dust and noise levels, and disturbance to wildlife and recreationists. Increased turbidity levels during construction would have a minor, short-term impact on trout.

J. CONCLUSION

X Finding of No Significant Impact. Approval of the recommended alternative [H(3)] would not constitute a major federal action significantly affecting the quality of the human environment; therefore, an environmental impact statement (EIS) will not be prepared.

___ Intent to Prepare an EIS. Approval of the recommended alternative [H(3)] would constitute a major federal action significantly affecting the quality of the human environment; therefore, an EIS will be prepared.

K. LIST OF PREPARERS

Name	Position title
Suzanne Brown	Environmental Protection Specialist (Coordinator)
Angelo Colianni	Geologist
Mark Bagdovitz	Ecologist
John Estep	Botanist
John Staples	Wildlife Biologist
Martin J. Thorpe	Electrical Engineer
Ronald Kowalewski	Civil Engineer
Mary Nowak	Writer-Editor

MAR 28 1995

L. LITERATURE CITED

1. Boccard, B. 1980. Important fish and wildlife habitats of Idaho; an inventory. U.S. Fish and Wildlife Service. Department of the Interior, Boise, Idaho 165 pp.

2. Crystal Springs Hydroelectric Company. 1985. Application for amendment of license for the Crystal Springs Hydroelectric Project, FERC No. 8278, Idaho. December 4, 1985.

3. Ecosystems Research Institute and White Horse Associates. 1986. Final mitigation plan for the Crystal Springs Hydroelectric Project, FERC No. 8278, Twin Falls County, Idaho. August 6, 1986.

4. Federal Energy Regulatory Commission. 1982. Final environmental impact statement for the A. J. Wiley Hydroelectric Project, FERC No. 2843, Idaho. Office of Hydropower Licensing, Washington, DC. September 1982.

MAR 2 8 1995

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

November 3, 1986

RE: Permit Nos. 47-7768/7991/8005

Crystal Springs Hydroelectric Co.
c/o Bonneville Pacific Corp.
200 E. S. Temple, Suite 300
Salt Lake City, UT 84111

Gentlemen:

Enclosed are copies of your approved Applications for Permit. We direct your attention to the conditions of approval on the fourth pages.

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

Be sure to note the special condition requiring you to install measuring devices, or flow measurement ports, or to provide certified measurements or computations of flow based upon the designs of the systems to be prepared by a professional engineer.

Sincerely,

GARY SPACKMAN
Supervisor, Water Allocation Section

GS:sc Enclosures

RECEIVED

POWER CALCULATIONS FOR APPLICATION NO. 47-7768

P = Kilowatts 3330 .74 X hp 4500

Q = cfs 110.0

H = feet 267'

e = efficiency

- ✓ 1.) Affidavit of Residency
- ✓ 2.) Ownership of Facilities
- ✓ 3.) *Financial Ability
- ✓ 4.) Feasibility of Project
  - a. Plans, drawings
  - b. Economic analysis
- FERC License ✓ 5.) *Compliance w/FERC

*only for projects of more than 25 cfs or more than 500 horsepower.

$e = \frac{P(11.8)}{QH} = \frac{3330(11.8)}{110. \times 267} = \frac{39294}{29370} = 1.34\%$ eff → too high

$P = \frac{QHe}{11.8} = \frac{110. \times 267 \times .80}{11.8} = \frac{23496}{11.8} = 1991.$ kW at 80% use

Based on the above calculations the proposed project must have an _____% efficiency.

****

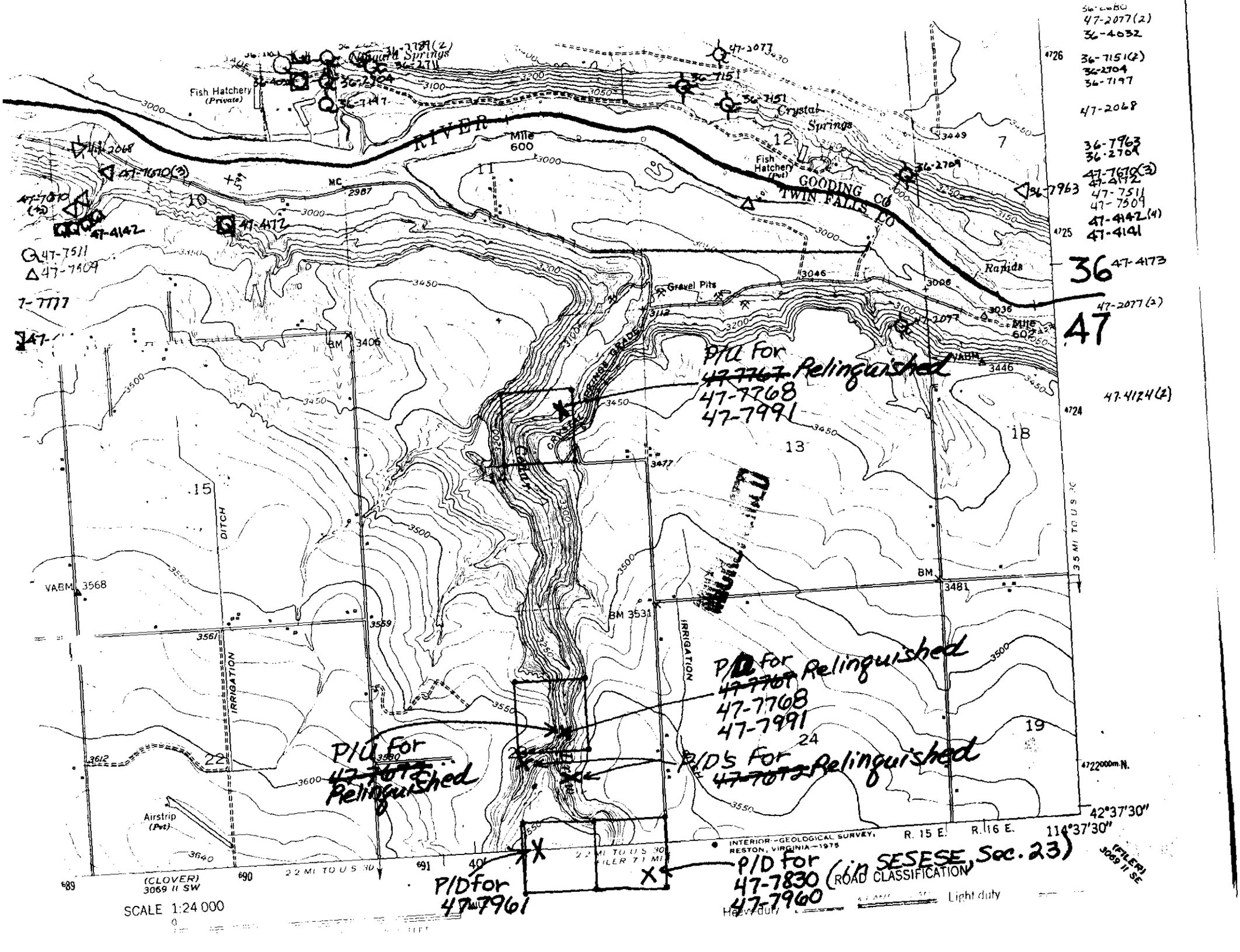
OVERLAP REVIEW per VAX 10/28/86:

P/D 47-7991 } same system
47-8005 }
47-7767 - Relinquished

P/U 01-0004 }
01-0010 } irrigation rts.
01-0209 }
47-7767 - Relinquished
47-7991 - same system

BYPASSED AREA 47-7830 } Power
47-1960 } plu in NWSE, S23, T9S, R15E
47-1961 }
many irrig. rts. - recommend LI4
47-8005 - same system
47-7767 - relinquished } plu in SWNE, S14, T9S, R15E
47-7991 - same system

kw


Fish Hatchery (Private)
Crystal Springs
RIVER
Mile 600
Fish Hatchery (Put)
GOODING CO
TWIN FALLS CO
Rapids
Gravel Pits
Mile 602
GRAVEL GRADE
DITCH
IRRIGATION
VABM 3568
BM 3406
BM 3481
BM 3531
Airstrip (Put)
(CLOVER) 3069 II SW
(FILER) 3069 II SE
SCALE 1:24 000
INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1975
ROAD CLASSIFICATION
Light duty
R. 15 E.
R. 16 E.
42°37'30"
114°37'30"
36-2068
47-7610(3)
47-7610(4)
47-4142
47-4172
47-7511
47-7509
7-7777
47-7767 Relinquished
47-7768
47-7991
P/U For
P/D For
47-7961
P/D For (in SESESE, Sec. 23)
47-7830
47-7960
36-4032
36-7151(2)
36-2704
36-7197
47-2068
36-7963
36-2709
47-2077(2)
47-4172
47-7511
47-7509
47-4142(4)
47-4141
36
47-4173
47
47-4124(2)

RECEIVED
JUL 25 1986
Department of Water Resources

INTER-DEPARTMENT MEMO — 1

FROM Loren Holmes

DATE 7/23/86

TO Files 47-7767, 7768, 7991, 8005, 7672

SUBJECT .3 cfs diversion to wetlands

The diversion is required by FERC & Fish & Game to maintain the wet condition of wetland that had to restored after it was damaged & destroted during construction. The water is diverted from the reach of stream bypassed by the Power plant works.

MICROFILMED

LH.

SIGNATURE

RECEIVED
JUL 21 1986
Department of Water Resources
Southern District Office

Bonneville Pacific Corporation

A Subsidiary of Bonneville Group, Inc.

July 11, 1986

Files: 47-7767
47-7768
47-7991
47-8005
47-7672

Mr. Loren Holmes
Idaho Department of Water Resources
1041 Blue Lakes Blvd.
Twin Falls, ID 83301

Re: Crystal Springs Hydroelectric Project
Cedar Draw Creek

Dear Loren:

This letter will confirm our conversation today regarding Bonneville's plan to mitigate approximately one half acre of wetlands located along either side of the penstock road in the vicinity of the Crystal Springs powerhouse. Irrigation will be accomplished by diverting approximately .3 CFS from the head of the existing irrigation canal on Cedar Draw Creek located approximately 800 feet southwest of the powerhouse.

The conclusion of our discussion was that this minor diversion is permissible under our existing Water Permit and/or is permissible in as much as it is an agency - required condition of our FERC license. The wetlands irrigation plan has been reviewed by all appropriate federal and state agencies, including the Idaho Department of Fish and Game.

If your understanding of our discussion differs in any way from this summary, please let me know.

Sincerely,

Dean Anderson
Vice President

DA:ls

200 East South Temple, Suite 300 / Salt Lake City, Utah 84111 / 801-363-2520 / 801-363-1900 / Telex 381542

RECEIVED
APR 22 1986
Department of Water Resources

Bonneville Pacific Corporation

A Subsidiary of Bonneville Group, Inc.

April 21, 1986

FEDERAL ENERGY REGULATORY COMMISSION
1120 Southwest 5th Avenue
Suite 1340
Portland, OR 97204

47-7991
47-7767
47-7768

Re: Crystal Springs Hydroelectric Project
Cedar Draw Creek Project No. 8278-001 Idaho

Attn: Harry Hall; Quentin A. Edson

Dear Mr. Hall:

In accordance with our 5-year slope stabilization and revegitation plan as ammended February 13, 1986, we have inspected the project site to determine winter time erosion or mass slumpages on March 16, 1986.

The results of the inspection indicated that there was some minimal winter erosion with moderate success in the crested wheat plantings and limited success in the willow plantings along the creek.

During the following two weeks, the entire site was reseeded with hydro mulch and the willows were replanted along the creek. Cattails were also planted in the proposed wetland areas to expedite the establishment of those plant species.

If you have any questions regarding this or any other matter, please contact our office.

Respectfully,

BONNEVILLE PACIFIC CORPORATION

Orlin V. Clements, Jr., P.E.

OVC:ss

cc Department of Army
Walla Walla District Corps of Engineers
Building 602, City County Airport
Walla Walla, WA 99362-9265
Operations and Readiness Division
James B. Royce: District Engineer

Department of Army
Corp of Engineers, Boise Field Office
Lucky Peak Dam
Boise, ID 83701 (Attn. John Olson)

834 Falls Avenue, Suite 1020 L / Twin Falls, Idaho 83301 / (208) 734-0551

✓cc Idaho Department of Water Resources
Statehouse
Boise, Idaho 83701

Mr. Mike McMasters
Idaho Department of Health and Welfare
Division of Environment
P.O. Box 1626
Twin Falls, Idaho 83303

Mr. Bob Bell
Idaho Department of Fish and Game
Region 4
Box 42
Jerome, Idaho 83338

Mr. Virgil Moore
Idaho Department of Fish and Game
600 South Walnut Street, Box 25
Boise, Idaho 83707

U.S. Fish and Wildlife Service
Boise Field Office
4969 Overland Road, Room 576
Boise, Idaho 83705

U.S. Environmental Protection Agency
Region X
1200 Sixth Avenue, Mail Stop 423
Seattle, Washington 98101

Mr. Warren T. McFall
U.S. Environmental Protection Agency
Idaho Operations Office
422 West Washington Street
Boise, Idaho 83702

LAW OFFICES

PARSONS, BEHLE & LATIMER

A PROFESSIONAL CORPORATION

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

1016-16TH STREET, N.W., SUITE 600
WASHINGTON, D.C. 20036
TELEPHONE (202) 659-0862

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

C.C. PARSONS
1907-1968

CALVIN A. BEHLE
1947-

OF COUNSEL
GEORGE W. LATIMER
CONSTANCE K. LUNDBERG

KEITH E. TAYLOR
JAMES B. LEE
SCOTT M. MATHESON
GORDON L. ROBERTS
F. ROBERT REEDER
WILLIAM L. CRAWFORD
LAWRENCE E. STEVENS
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YAN M. ROSS
DAVID S. DOLOWITZ
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FRANCIS M. WIKSTROM
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JONATHAN K. BUTLER
DAVID G. MANGUM
JULIA C. WEBB
DEREK LANGTON
HAL J. POS
W. MARK GAVRE
DAVID J. SMITH
TONI MARIE SUTLIFF

April 16, 1986

Mr. Orlin Clements
BONNEVILLE PACIFIC CORPORATION
834 Falls Avenue, Suite 1020L
Twin Falls, Idaho 83301

RECEIVED
APR 18 1986
Department of Water Resources

Re: Crystal Spring Water Rights

Dear Orlin:

Pursuant to our telephone conversation this date, I am enclosing herewith copies of letters dated February 18, 1986, and April 10, 1986, from Jim Johnson, Water Rights Supervisor for the Department of Water Resources in Boise, Idaho, requesting that Crystal Springs Hydroelectric Company relinquish certain of the inconsistent water rights filings on the Crystal Springs Project.

As I indicated to you in our telephone conversation, it is our desire to be cooperative with the Department of Water Resources, provided that we can do so in a manner which will facilitate our perfecting of the water rights necessary for the project. This means that we should arrange with the Department of Water Resources to have one of their staff review the project and approve all aspects of the permit which we wish to retain so that it can be finalized as quickly as possible in connection wiht the relinquishment of the other rights.

Please do not hesitate to contact me should you have any questions or comments concerning this matter.

Very truly yours,

PARSONS, BEHLE & LATIMER

David P. Hirschi

DPH:rs
Enclosure
cc: Robert L. Wood
Jim Johnson

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

April 10, 1986

RE: Applications for Permit Nos. 47-7672/7767/7768/7991/8005/8009
Crystal Springs Hydroelectric Co.

David P. Hirschi
c/o Bonneville Pacific Corp.
200 E. S. Temple, Suite 300
Salt Lake City, UT 84111

Dear Mr. Hirschi:

On 2/18/86 I corresponded with you in regards to completing the processing of the above referenced applications for permit.

You will recall that I suggested two of the applications be withdrawn so that the total requested amount for power use will reflect the amount actually being planned for development. I recall a follow-up telephone conversation from you, but I don't remember exactly what was discussed.

Since we still have not received the requested relinquishment forms, I hope that this letter will remind you that we are still withholding final action. Please inform us of your intentions on this matter on or before June 1, 1986.

Thank you for your cooperation. If I can be of any assistance, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

RECEIVED

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

February 18, 1986

RE: Applications for Permit Nos. 47-7672/7767/7768/7991/8005/8009
Crystal Springs Hydroelectric Co.

David P. Hirschi
c/o Bonneville Pacific Corp.
200 E. S. Temple, Suite 300
Salt Lake City, UT 84111

Dear Mr. Hirschi:

The Department is now in the process of making final review of the above referenced applications for permit in relation to the Crystal Springs Hydroelectric project. This review has determined that in total six applications have been filed. Five of the six identify Cedar Draw water to be used for hydropower generation and one (47-8009) identifies groundwater for industrial use within the hydro plant facilities. Of the five applications filed for hydropower generation, one (47-7672) is still pending the outcome of a protest filed against approval of the application. The four appearing to be ready for permit approval are Nos. 47-7767/7768/7991/8005.

Application Nos. 47-7767 and 47-7768 were filed with the Department on the same day and had originally identified two separate project proposals within the Cedar Draw Drainage. However, on December 20, 1984, amendments to the applications were filed making both project proposals for the same site.

Application Nos. 47-7991 and 47-8005 were subsequently filed to supplement the previously filed applications with the intent to appropriate additional flows that were determined to be available.

A summary of all Crystal Springs Hydroelectric Co. applications are shown below:

Application Number	Source	Cfs	Water Use
47-7672	LF Lateral	110	Hydropower
47-7767	Cedar Draw	110	Hydropower
47-7768	Cedar Draw	110	Hydropower
47-7991	Cedar Draw	40	Hydropower
47-8005	Cedar Draw	50	Hydropower
Total (Hydropower)		420	
47-8009	Groundwater	0.10	Industrial

The total requested appropriation for the Crystal Springs Hydroelectric project is 420 cfs. According to statements made on Application No. 47-8005, the intent of the development is not to exceed total use of 200 cfs, which is slightly less than half of the total amounts applied for.

The Department cannot approve all of the applications when the stated intent is to develop only 200 cfs. Therefore, the Department requests that Application Nos. 47-7672 and 47-7767 be formally withdrawn by Crystal Springs Hydroelectric Co. This action will bring in line the amounts sought for appropriation with the intended development plan.

Enclosed for your convenience are two relinquishment forms which can be completed and returned to this office. If you have any questions on this matter or if the Department can be of further assistance, please contact me at (208)334-4162.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc
Enclosures

cc: Southern Region

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

December 18, 1985

Re: Cedar Draw Creek Hydroelectric Project (FERC No. 8278)
Water Right Application Nos. 47-7767, 47-7768 & 47-7991

H. Wayne Gibbs, Project Coordinator
J-U-B Engineers, Inc.
250 S. Beechwood Ave., Suite 1
Boise, ID 83709

Dear Mr. Gibbs:

This office has received the application for amendment of a license for the above-referenced hydroelectric project.

A review of Department files shows that the water right applications have not been approved by the Department since the applications have been protested.

We appreciate the opportunity to submit comments.

Sincerely,

A. KENNETH DUNN
Director

ls

cc: Southern Region

J-U-B ENGINEERS, INC.

250 South Beechwood Avenue, Suite I • Boise, Idaho 83709 • Telephone (208) 376-7330

RECEIVED
DEC 5 1985
Department of Water Resources

December 2, 1985

Kenneth Dunn, Director
Idaho Dept. of Water Resources
450 West State Street
Boise, ID 83720

Dear Mr. Dunn:

Re: Application for Amendment of License for
Cedar Draw Creek Hydroelectric Project
(FERC #8278)

Your agency was previously provided an opportunity to review and comment on a draft Application for Amendment of License for the above-referenced project. Enclosed is a copy of the final Application for Amendment of License as submitted to the Federal Energy Regulatory Commission.

If you have questions, please give me a call.

Sincerely,

J-U-B ENGINEERS, Inc.

H. Wayne Gibbs
Project Coordinator

HWG:ss
Enclosure

WORKING COPY

MEMORANDUM

DATE: 12/5/85

FROM: Loren Holmes

TO: Files 47-7672, 47-7767, 47-7768, 47-7991, 47-8005

RE: Crystal Springs Hydroelectric Co.
Cedar Draw Project
FERC # 8278

STATUS OF WATER RIGHT FILES

47-7672 (110 cfs from LF Lateral)

This application was the subject of a previous protest hearing at which one protestant failed to appear.

The security agreement submitted 6/14/85 by Bonneville Pacific refers to this application as part of the project, but the P/D and P/U are upstream from the works described in the other applications.

The file is held in the region pending clarification and resolution of the outstanding protest.

Statewide advertising will also be required.

47-7767 & 47-7768 (110 cfs each from Cedar Draw)
47-7991 (40 cfs from Cedar Draw)

Region Processing is complete.

Protests against the applications have been withdrawn and the applications have been advertised statewide.

The project plans and financial information required for the files is contained in the FERC license and in the security agreement submitted 6/14/85 (assuming a signed copy has been received)

47-8005 (50 cfs from Cedar Draw)

This is an additional application filed 6/14/85 for the same project works as 47-7767, 7768, & 7991.

The application is referred to in the security agreement as a pending water right.

Crystal Springs Hydro has apparently applied to FERC to amend its license for the additional generating capacity under this water filing.

The application is being held in the region pending statewide readvertising.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 28, 1985

David P. Hirschi
Crystal Springs Hydroelectric Company
c/o Bonneville Pacific Corporation
200 East South Temple, Suite 300
Salt Lake City, Utah 84111

Re: Applications for Permit No.47-7767, 47-7768, 47-7991

Dear Mr. Hirschi:

This letter is to advise you that we are proceeding with re-advertising of the above applications to advise the public that protests may be filed with respect to the public interest identified in Section 42-203C, of the IDAHO CODE, which became effective July 1, 1985.

The applications are otherwise in form for final action by the Department.

If no protests are received, final processing of the applications will proceed after this additional advertising step is completed.

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

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 28, 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 once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary A. Newby
Sec/Office Coord.

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 28, 1985

Post Register
P. O. Box 1800
Idaho Falls, Idaho 83402

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

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Very truly yours,

Mary A. Newby
Sec/Office Coord.

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 28, 1985

Idaho Statesman
Box 40
Boise, Idaho 83707

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

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Very truly yours,

Mary A. Newby
Sec/Office Coord.

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 28, 1985

Lewiston Morning Tribune
505 C Street
Lewiston, Idaho 83501

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary A. Newby
Sec/Office Coord.

Encl:

RECEIVED

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) is (are) being advertised to allow all parties affected by the addition of the public interest criteria Sec. 42-203C, Idaho Code the opportunity to protest:

42-2268

CRYSTAL SPRINGS HYDROELECTRIC CO.

P.O. BOX 1892 TWIN FALLS, ID 83301

Source: CEDAR DRAW tributary to SNAKE RIVER

Date Filed: 11/10/1981

Amount: 110.00 CFS

Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.

Use: POWER (110.00 CFS) from 01/01 to 12/31

Place of Use: NWNE Sec 23 T 09S R 15E

Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

A.KENNETH DUNN
Director

Published: Idaho Statesman on Nov. 7 & Nov. 14, 1985 11/18/85
Lewiston Morning Tribune Nov. 7 & Nov. 14, 1985 11/20/85
Post Register Nov. 7 & Nov. 14, 1985 11/18/85
Times News Nov. 7 & Nov. 14, 1985

MICROFILMED

47-7768
CRYSTAL SPRINGS HYDROELECTRIC CO.
P.O. Box 1892, Twin Falls, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: Penstock Into Single Generating Unit
Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.
PUBLISH: Thursdays, November 7, and 14, 1984.

Amt-

Lewiston 11/6/85 mailed

47-7768
CRYSTAL SPRINGS HYDRO-ELECTRIC CO.
P.O. BOX 1892, TWIN FALLS, ID 83301
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT
Protests must be filed with the Director, Department of Water Resources, Southern Region, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301 on or before November 25, 1985.

A. KENNETH DUNN
Director

47-7991
47-8005



RECEIVED
SEP 23 1985
Department of Water Resources

IDAHO DEPARTMENT OF FISH AND GAME
600 South Walnut • Box 25
Boise • Idaho • 83707

September 19, 1985

Mr. H. Wayne Gibbs
J-U-B Engineers, Inc.
250 South Beechwood Avenue, Suite 1
Boise, ID 83709

Re: Cedar Draw Creek Hydro Project No. 8278. Application for Amendment of License.

Dear Mr. Gibbs:

Thank you for providing us with a draft of the above-referenced document. We would offer the following comments for your consideration:

1. There is a considerable amount of narrative included on aspects of the original license which is not really germaine to the amendment. Conversely, the portions relevant specifically to the amendment are difficult to isolate.

2. The center paragraph on page 31 implies that 1/2-inch screening is sufficient, which is contradictory to the 1/4-inch screening described on page 30.

3. Considering what has occurred at the Cedar Draw project, the statement on page 2 that "Mitigation measures are set forth in the application and project bid documents to insure compliance with water quality standards," and the statement on page 19 that "the use of proven construction techniques has minimized this impact (erosion)" are inappropriate.

4. The impacts of the additional generating capacity should be isolated and discussed specifically. For example, how much additional excavation or fill will be required for the expanded powerhouse and what type of habitat will be impacted?

Be advised that we will oppose this amendment until such time that the actions specified in the attached corespondence have been taken; i.e.:

a. removal of all fill material in wetlands in the construction staging area;

b. creation of new wetlands in areas south and east of the powerhouse;

c. removal of rock and fill from Cedar Draw at four locations;

d. stabilization and revegetation of fill slopes and streambank;

e. submittal of plans for long-term maintenance of fill slopes and streambank;

f. acquisition of a Department of the Army permit for remaining fill.

Sincerely,

Al Van Vooren
Staff Biologist

cc: USFWS (Wolflin)
EPA (Seattle)
EPA (Boise)
FERC (San Francisco)
Corps of Engineers (Walla Walla)
Corps of Engineers (Boise)
IDWR
IDHW-DOE
Region 4

J-U-B ENGINEERS, INC.

250 South Beechwood Avenue, Suite I • Boise, Idaho 83709 • Telephone (208) 376-7330

August 21, 1985

RECEIVED
AUG 22 1985
Department of Water Resources

Kenneth Dunn, Director
Idaho Dept. of Water Resources
450 West State Street
Boise, ID 83720

Dear Mr. Dunn:

Re: Cedar Draw Creek Hydroelectric Project (FERC #8278)
Application for Amendment of License

On behalf of Crystal Springs Hydroelectric Company, we have prepared a Draft Application for Amendment of License for the Cedar Draw Creek Hydroelectric Project. In accordance with Federal Regulations, the draft is being submitted for your review and comment prior to submittal to the Federal Energy Regulatory Commission (FERC).

The FERC issued a license for the Cedar Draw Creek Project (#8278) on May 24, 1985. The licensed project consists of a diversion dam, a steel surge standpipe, a steel penstock, a powerhouse containing three generating units with a combined capacity of 2,146 kW, a tailrace, a transmission line, and an access road. These licensed project facilities are currently under construction.

The Amendment of License is being requested to allow installation of one additional generating unit which would increase the total project capacity to approximately 2,924 kW. This unit is being requested to take advantage of additional return irrigation flows that were not anticipated at the time the original license application was filed. New management practices of the Twin Falls Canal Company have increased flows in Cedar Draw Creek above the historical flows upon which the licensed project was based.

The environmental impacts of the additional generating unit will be limited to incremental effects. Though the incremental impacts are difficult to quantify, they appear to be insignificant. Most of the environmental impacts related to the overall project have already occurred during project construction.

The additional generating unit and related components will not be installed until an amendment of license is approved by FERC.

A copy of the Draft Application for Amendment of License for the Cedar Draw Creek Hydroelectric Project is enclosed. Please provide us with your written comments within the 30-day review period provided by 18 CFR, Subpart D, Section 4.38. Give me a call if you have questions or need additional information.

Sincerely,

J-U-B ENGINEERS, Inc.

H. Wayne Gibbs
Project Coordinator

HWG:ss
Enclosure

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

July 31, 1985

RECEIVED
AUG 5 1985
Department of Water Resources
Northern District Office

Mr. David P. Hirschi
Crystal Springs Hydroelectric Company
c/o Bonneville Pacific Corporation
200 East South Temple, Suite 300
Salt Lake City, UT 84111

Re: Crystal Springs Hydroelectric Company -- Assignment of Security Interest and Application for Permit Nos. 47-7767, as Amended, [redacted], as Amended, 47-7672, as Amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70

Gentlemen:

This office has received a signed copy of the Mortgage Trust Indenture and Security Agreement between Crystal Springs Hydroelectric Company and First Interstate Bank of Idaho, N.A., as Trustee, and First Interstate Bank of Utah, N.A., as Beneficiary.

This letter confirms that an assignment of a security interest in the above-referenced water rights is effective from Crystal Springs Hydroelectric to First Interstate Bank of Idaho, N.A. This Assignment of Security Interest will prevent further assignments of the water rights without the approval of the above-referenced parties, but will not change the name of the water right holder of record, which will continue to be Crystal Springs Hydroelectric Company.

This acknowledgement of assignment of a security interest does not constitute a waiver by this Department of the State of Idaho to seek appropriate regulatory actions against the entities identified within this letter for any and all violations of any state statute, rule or regulation notably with respect to stream channel alterations.

Sincerely,

NORMAN C. YOUNG
Administrator
Resources Administration Division

NCY/DRT/ls

cc: [redacted]

MICROFILMED

47-7768

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

July 31, 1985

RECEIVED
AUG 5 1985
Department of Water Resources
Southern District Office

Mr. David P. Hirschi
Crystal Springs Hydroelectric Company
c/o Bonneville Pacific Corporation
200 East South Temple, Suite 300
Salt Lake City, UT 84111

Re: Crystal Springs Hydroelectric Company -- Assignment of Security Interest and Application for Permit Nos. 47-7767, as Amended, 47-7768, as Amended, 47-7672, as Amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70

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Sincerely,

NORMAN C. YOUNG
Administrator
Resources Administration Division

NCY/DRT/ls

cc: Southern Region

47-7768

IDAHO DEPARTMENT OF FISH AND GAME
REGION 4
868 East Main • Box 428
Jerome • Idaho • 83338

July 22, 1985

RECEIVED
JUL 23 1985
Department of Water Resources
Southern District Office

Mr. Loren O. Holmes
Department of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

Re: Application 47-7991, 47-7767 and 47-7768,
Crystal Springs Hydroelectric Company, Cedar Draw Creek

Dear Loren:

The Department of Fish and Game hereby withdraws the protests against the above referenced applications by the Crystal Springs Hydroelectric Company on Cedar Draw Creek. Satisfactory instream flow requirements have been agreed upon.

Sincerely,

William E. Webb

William E. Webb
Supervisor, Region 4

WEW:RJB:ar

cc: Bureau of Fisheries
Bureau of Program Coordination

UNCORRELATED

JOINT APPLICATION FOR PERMIT
U.S. ARMY CORPS OF ENGINEERS
AND
STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES
STATE OF IDAHO, DEPARTMENT OF LANDS

RECEIVED
JUL 15 1985
Department of Water Resources
Water Resource Board

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act. These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho, Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-142 et. seq, Idaho Code. This application will meet the requirements of the above agencies.

The applicant has sent copies of this application to the agencies checked: ID Dept. Water Res. - Boise ☐, Couer d'Alene ☐ ; ID Dept. Lands ☐, Corps of Engineers - Walla Walla ☐.

PLEASE TYPE OR PRINT

AGENCY USE

1. Corps of Engineers # _____
Date Received _____

2. State of Idaho # 47-S-76
Date Received _____

3. NAME OF APPLICANT: Crystal Springs Hydroelectric Co.
Address 834 Falls Ave., Suite 1020
City, State, Zip Code Twin Falls, ID 83301
Phone: Work (Area) (208) 734-0551 Home (Area) ( )
Date of Application July 11, 1985

4. AUTHORIZED AGENT _____
Address _____
City, State, Zip Code _____
Phone: Work (Area) ( ) Home (Area) ( )

5. Location where proposed activity exists or will occur.

Name of waterway Cedar Draw Assessor's Description _____ _____ _____
Tributary of Snake River
Buhl (In or near city or town) Or _____ (Tract or Gov. Lot)

Twin Falls,	Idaho	83301	14 & 23	95	15E
County	State	Zip Code	Section	Township	Range

6. Describe the proposed activity, including description of the type of structures, if any, to be erected on fills, or pile or float-supported platforms. If additional space is needed, use a separate sheet or Section 15 (Remarks).

Describe the proposed activity in detail: Construct an access road along and parallel to the Cedar Draw Creek. This road will be constructed in a cut-fill section as terrain will allow. Some material has raveled into the adjoining water way. Methods and locations of removal and or revegetation shall be in accordance to the revegetation plan to be developed.

Describe construction methods and equipment: Road construction shall use backhoes, dump trucks, bulldozers and other misc. equipment. The intent of the road construction is not intending to divert the stream channel. However, material has been placed in the creek inadvertently in someplaces. It is intended to minimize this material at all times.

Length of project along the stream or extension into lake or reservoir: 7900 LF

Stream gradient: approximately 192 feet per mile

Will material be placed waterward of ordinary high water mark? Yes

Will material be placed in adjacent wetlands? Yes

Type of fill material: Riprap (i.e. sand, etc.) Material Source: Talis Rock

Volume of material to be placed 4,000 yards (cubic yards) MATERIAL INADVERTANTLY PLACED IN STREAM AS DIRECTED TO BE REMOVED

Will excavation be required? Yes - Disposal Site Location: On site locations

Method of diverting flow, if needed: _____

Method of controlling turbidity: Upland disposal, Revegetation, Clean Riprap

7. Preparation of drawings. One set of original or good quality reproducible drawings must be attached to this application. NOTE: DRAWINGS NO LARGER THAN 8½ X 11 INCHES IN SIZE. See the instruction pamphlet for instructions and a checklist for completing the drawings.

8. Purpose and intended use:

Commercial _____ Public _____ Private X Other _____

Describe _____

9. Proposed Starting Date of Project June 1, 1985 Estimated Duration of Project 8 weeks

one

10. If any portion of the activity is complete indicate month and year of completion May 15 – July 12 Indicate the existing work on the drawings.

11. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

12. LEGAL OWNER IF OTHER THAN APPLICANT _____

Address _____
City, State, Zip Code _____

Phone: Work Area ( ) _____ Home Area ( ) _____

13. List other applications, approvals or certifications from other Federal, interstate, state, or local agencies for any structures, constructions, discharges, deposits, or other activities described in this application.

	Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
Diversion	IDWR	Permit			
Powerhouse					

14. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? [ ] YES [x] NO (If "Yes" explain)

15. Remarks or additional information: _____

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed or completed work.

July 11, 1985
Date

Signature of Applicant (Required)
Crystal Springs Hydroelectric Proj For Bonneville Pacific Corp its General Partner

The application must be signed by the applicant. If an authorized agent is to be designated, Item 4 and the following information should be completed.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a Federal permit is issued, I must sign the permit.

Date | Signature of Authorized Ageny (if applicable) | Signature of Applicant (if applicable)

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.

DO NOT SEND PROCESSING FEE WITH APPLICATION

LAW OFFICES OF

PARSONS, BEHLE & LATIMER

A PROFESSIONAL CORPORATION

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

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

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

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

C.C. PARSONS
1907-1968

CALVIN A. BEHLE
1947-

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

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

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

June 28, 1985

RECEIVED
JUL 1 1985
Department of Water Resources

Mr. David Tuthill
STATE OF IDAHO
Department of Water Resources
Statehouse
Boise, Idaho 83720

Re: Crystal Springs Hydroelectric Company -- Assignment of Security Interest and Approved Application for Permit Nos. 47-7767, as Amended, 47-7768, as Amended, 47-7672, as Amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70

Dear David:

We are in receipt of a letter dated June 18, 1985 from Norman C. Young, Administrator, Resources Administration Division of the Idaho Department of Water Resources, whereunder the Idaho Department of Water Resources consents to First Interstate Bank of Idaho taking a security interest in the above-captioned Water Rights to secure certain obligations of Crystal Springs Hydroelectric Company to First Interstate Bank of Utah, N.A.

Said letter states that the Consent of the Department of Water Resources becomes effective upon your receipt of a signed copy of the Mortgage Trust Indenture and Security Agreement whereunder the security interest to said Bank is created.

Enclosed herewith please find a signed copy of the Mortgage Trust Indenture and Security Agreement dated as of

June 21, 1985. I have not enclosed herewith the Exhibits to that Agreement as the Exhibits which you have already received have not been modified and should be attached to the fully executed Agreement enclosed herewith.

Please contact me with any questions or comments which you may have regarding this matter.

Very truly yours,

PARSONS, BEHLE & LATIMER

David P. Hirschi

DPH/jml
Enclosures
cc: Robert L. Wood

MORTGAGE TRUST INDENTURE AND SECURITY AGREEMENT

By and Among

CRYSTAL SPRINGS HYDROELECTRIC COMPANY
("Borrower")

and

FIRST INTERSTATE BANK OF IDAHO, N.A.
("Trustee")

and

FIRST INTERSTATE BANK OF UTAH, N.A.
("Beneficiary")

DATED AS OF JUNE 21, 1985

MICROFILMED

MORTGAGE TRUST INDENTURE

AND

SECURITY AGREEMENT

This Mortgage Trust Indenture and Security Agreement (the "Agreement"), made and entered into as of this _____ day of June, 1985, by and among, CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership (herein referred to as "Borrower"), FIRST INTERSTATE BANK OF IDAHO, N.A., a national banking association authorized to do business in the State of Idaho (herein "Trustee"), and FIRST INTERSTATE BANK OF UTAH, N.A., a national banking association (herein "Beneficiary").

W I T N E S S E T H :

WHEREAS, Borrower and Beneficiary have entered into a Construction and Permanent Loan Agreement (herein "Loan Agreement"), Promissory Note (herein "Note"), and Real Estate Mortgage on Leasehold and Easement Interests (herein "Mortgage"), all of even date herewith, whereunder Beneficiary has agreed to lend to Borrower the original principal amount of $3,000,000.00 with interest thereon payable at the times set forth in the Loan Agreement and the Note; and

WHEREAS, as additional collateral for the Note, the Loan Agreement requires Borrower to grant, assign and convey to Trustee, in Trust with the power of sale, a security interest in and to Borrower's right, title and interest in the following:

MICROFILMED

a. That certain Lease Agreement between Borrower, as Lessee, and Patricia Wilson Sibley, Samuel H. Sibley, Asher B. Wilson, Jr., Asher B. Wilson III, Clark S. Wilson, James Edward Wilson, Mark L. Wilson, David R. Millard and Barbara L. Millard, as Lessors, dated May 1, 1985, attached hereto as Exhibit "A".

b. That certain Lease Agreement between Borrower, as Tenant, and Derek C. Cantrell, Georgia Lee Cantrell, Charles Cantrell and Vivian Cantrell, as Landlords, dated as of May 1, 1985, attached hereto as Exhibit "B".

c. Borrower hereby assigns to First Interstate of Idaho (and not to Bank) and grants to First Interstate of Idaho a security interest in and to those certain Water Rights and Permits known as Application for Permit Nos. 47-7767, as amended, 47-7768, as amended, 47-7672, as amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70, attached hereto as Exhibit "C".

d. Those certain Construction Contracts between Borrower and various parties, all of which Construction Contracts are described in Exhibit "D" attached hereto.

e. That certain Order Issuing Major License, issued May 24, 1985, as Project Number 8278-000 by

MICROFILMED

the Office of Electric Power Regulation, Federal Energy Regulatory Commission, a copy of which is attached hereto as Exhibit "E".

f. All partnership units owned by Bonneville Pacific Corporation and Far West Capital, Inc., all of the general partners of Crystal Springs Hydroelectric Company issued pursuant to that certain Amended and Restated Partnership Agreement for Crystal Springs Hydroelectric Company dated as of June 1, 1985, a copy of which is attached hereto as Exhibit "F".

g. That certain Firm Energy Sales Agreement dated March 31, 1984 between Borrower and Idaho Power Company, attached hereto as Exhibit "G".

h. That certain Right of Way Grant dated June 19, 1983 executed by Twin Falls Bank and Trust, David R. Millard and Barbara L. Millard, and Pisces Investments, as Grantors, in favor of Borrower, a copy of which is attached hereto as Exhibit "H".

i. All other personal property or personal property rights, equipment, warranties, contract rights, management contracts, accounts receivable, fixtures, easements and appurtenances now located on, or to be located on or related to that certain real property described in Exhibit "I" attached hereto, which personal property fixtures and appurtenances are described in Exhibit "J" attached hereto.

MICROFILMED

j. All insurance proceeds and premiums.

All of the foregoing are hereinafter referred to as the "Collateral."

WHEREAS, Borrower desires hereby to grant, convey and assign to Trustee a security interest in the Collateral, and Trustee desires to accept the same, all in accordance with the terms of this Agreement and the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Borrower hereby grants, conveys, and assigns to Trustee in trust, with powers of sale, a security interest in and to all of Borrower's right, title and interest in the Collateral, together with all rights, easements, rents, profits, issues, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, to have and to hold the same as additional security for Borrower's performance under the Loan Agreement and Note.

2. For so long as Borrower is not in default under the Loan Agreement or Note, Borrower shall have the right to use the Collateral in connection with a hydroelectric project known as the Crystal Springs Hydroelectric Project, to be constructed, operated and maintained by Borrower upon certain real property located in Twin Falls County, State of Idaho, more particularly described in Exhibit "H" attached hereto and by this reference made a part hereof.

3. Trustee shall have the right to notify any party other than Borrower obligated on the Collateral to make any required payments thereunder directly to Trustee, and Trustee may take control of all proceeds arising from the Collateral, which rights Trustee may exercise any time whether or not Borrower is then in default under the Note or the Loan Agreement. Trustee's costs of collection and enforcement, including attorney's fees and out-of-pocket expenses shall be borne solely by Borrower.

4. All payments received by Trustee pursuant to this Agreement shall be applied when the funds are available against the principal or interest of the Note, the order and method of such application to be in the discretion of Trustee and Beneficiary. Any portion of the payment which Trustee or Beneficiary elect not to so apply shall be paid over to Borrower.

5. Borrower will at all times keep accurate and complete records of Borrower's performance under the Collateral and Trustee, or any of its agents, shall have the right to call at the Borrower's place of business or where the Collateral is located at intervals to be determined by Trustee, and without hindrance or delay, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to the Collateral.

6. Borrower warrants that there are no financing statements on file in any public office covering the Collateral or any of the proceeds thereof and so long as Borrower is

indebted pursuant to the Note, or credit thereunder is available to Borrower, Borrower will not execute a financing statement or security agreement covering the Collateral or the proceeds thereof with anyone other than Trustee. Borrower agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Trustee may from time to time require to comply with the Idaho Uniform Commercial Code or other applicable law to preserve, protect, and enforce the security interest of Trustee and to pay all costs of filing such statements or instruments.

7. Borrower shall perform all acts required of it by said portion of the Collateral which requires performance by it.

8. Borrower shall: keep in effect all licenses, permits and franchises required by law or contract relating to Borrower's business, property or to the Collateral; be responsible for any loss or damage to the Collateral; at all times warrant and defend Borrower's ownership and possession of the Collateral; keep the Collateral free from any liens, encumbrances and security interests other than those consented to in writing by Bank; pay when due all taxes, license fees and other charges upon the Collateral; not misuse, conceal, or in any way use or dispose of the Collateral or any of the proceeds thereof without the prior written consent of Trustee and Beneficiary; or take any action which is unlawful or contrary to the provisions of this Agreement or of any insurance coverage.

9. If Borrower fails to make any payments or perform any acts required by this Agreement, or which Trustee deems advisable to preserve the Collateral or any part thereof or the priority or perfection of Trustee's security interest, Trustee may advance funds for the same and such advances shall be one of the obligations secured hereby and shall be immediately payable with a finance charge thereon at the rate of Beneficiary's Prime rate plus 2% floating per annum. In protecting, exercising or assuring its interest or the interest of Beneficiary under this Agreement, Trustee may execute, sign and endorse on behalf of and in the name of Borrower negotiable and other instruments for the payment of money, documents of title, other evidences of title, payment, shipment or storage relating to the Collateral or the proceeds thereof.

10. Upon the occurrence of any default hereunder or under the Note or the Loan Agreement, and at any time thereafter, all of the obligations under the aforesaid Note shall, at the election of Trustee or at the direction of Beneficiary, become immediately due and payable and Trustee shall have the remedies of a secured party under the Idaho Uniform Commercial Code or other applicable law, and;

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

UNOFFICIAL DOCUMENT

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

c. Trustee may dispose of the Collateral and, after deducting the expense incurred by Trustee and Beneficiary, including reasonable attorneys fees and expenses, apply the revenue to pay the obligations under the Note.

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

Executed the date and year first above written.

TRUSTEE:

FIRST INTERSTATE BANK OF IDAHO, N.A.

By _____
Its

BORROWER:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership

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

By _____
Its Secretary

FAR WEST CAPITAL, INC., a Utah corporation
Its General Partner

By _____
Its Treasurer

BENEFICIARY:

FIRST INTERSTATE BANK OF UTAH, N.A.

By _____
Its Vice President

STATE OF IDAHO)
: ss.
COUNTY OF Ada)

On the 20th day of June, 1985, personally appeared before me George S. Telford who, being by me duly sworn, did say that he is the Vice-President of FIRST INTERSTATE BANK OF IDAHO, N.A., and that the foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said George S. Telford duly acknowledged to me that said corporation executed the same as Trustee.

Rosemary L. Kimberly
NOTARY PUBLIC
Residing at: Meridian, Idaho

My Commission Expires:

4/1/87

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

On the 20th day of June, 1985, personally appeared before me Kenneth W. Bell, who, being by me duly sworn, did say that he is the Vice Pres. of FIRST INTERSTATE BANK OF UTAH, N.A., and that the foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Kenneth W. Bell duly acknowledged to me that said corporation executed the same as Beneficiary.

NOTARY PUBLIC DAVID P. HIRSCHI STATE OF UTAH

NOTARY PUBLIC
Residing at: Centerville Utah

My Commission Expires:

8-20-87

WORDSTUMED

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

On the 20th day of June, 1985, before me, a Notary Public in and for said county and state, personally appeared Robert C. Wood, who, being by me duly sworn, did say that he is the secretary of BONNEVILLE PACIFIC CORPORATION, the general partner of Crystal Springs Hydroelectric Company and that he is duly authorized as such to sign the document and that said corporation in fact did so sign the same as general partner of said partnership.

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

NOTARY PUBLIC
DAVID P. HIRSCHI
STATE OF UTAH

NOTARY PUBLIC
Residing at: Centerville Utah

My Commission Expires:
8-20-87

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

On the 20th day of June, 1985, before me, a Notary Public in and for said county and state, personally appeared Dan E Nielsen, who, being by me duly sworn, did say that he is the Treasurer of FAR WEST CAPITAL, INC., the general partner of Crystal Springs Hydroelectric Company and that he is duly authorized as such to sign the document and that said corporation in fact did so sign the same as general partner of said partnership.

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

NOTARY PUBLIC
DAVID P. HIRSCHI
STATE OF UTAH

NOTARY PUBLIC
Residing at: Centerville Utah

My Commission Expires:
8-20-87

6846C

RECEIVED
JUN 18 1985
Department of Water Resources
Southern District Office

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Crystal Springs Hydroelectric Company) Project No. 8278-000

ORDER ISSUING MAJOR LICENSE
(Issued May 24, 1985)

Crystal Springs Hydroelectric Company (Applicant), filed on May 1, 1984, an application for license under Part I of the Federal Power Act (Act) to construct, operate and maintain the Cedar Draw Creek Project No. 8278.1/ The project would be located on Cedar Draw Creek in Twin Falls County, Idaho, and would effect the interests of interstate or foreign commerce.

Notice of the application has been published and comments have been received from interested Federal, state and local agencies. No protests have been received. A motion to intervene was filed by Idaho Power Company on October 29, 1984, but was later withdrawn on November 23, 1984. No other motions to intervene were received. The significant concerns of the agencies are discussed below.

PROJECT DESCRIPTION AND OPERATION

The project would consist of a 6-foot-high, 73-foot-long diversion dam, a 5,750-foot-long, 60-inch-diameter steel conduit, a 10-foot-diameter steel surge standpipe, a 1,350-foot-long, 54-inch-diameter steel penstock, a powerhouse containing three generating units with a combined capacity of 2,249 kW, a tailrace, a 4.25-mile-long, 46-kV transmission line, and an access road.2/ The project would be operated run-of-river. A 25 cubic feet per second (cfs) minimum streamflow would be provided through the 7,500 feet of bypassed reach.

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

2/ See Ordering Paragraph B for a more detailed description.

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ENGINEERING CONSIDERATIONS

Safety and Adequacy

The proposed project structures would impound an insignificant amount of water and their failure would not endanger downstream life or property. The project structures would be safe if constructed using sound engineering practices, and upon compliance with the articles recommended herein.

Article 24 requires the Licensee to submit construction contract drawings and specifications 60 days prior to the start of construction.

Article 25 requires the Licensee to submit revised Exhibit F drawings, 90 days after completion of construction and Article 27 requires the Licensee to submit a copy of approved cofferdam construction drawings and specifications and a copy of the letter of approval 30 days prior to the start of construction.

Economic Feasibility

With a minimum streamflow release of 25 cfs, the project would generate 6,662-MWh of energy annually. The project would be economically feasible based on the rate schedule established by contract with Idaho Power Company. The cost of the project in 1984 dollars is $1,900,000.

Comprehensive Development

The project will make good use of the flow and fall of Cedar Draw Creek, and is not in conflict with any existing or planned development of the basin upon compliance with the terms and conditions of the license.

ENVIRONMENTAL CONSIDERATIONS

Erosion, Sedimentation, and Slope Stability

The Idaho Department of Fish and Game (DFG) recommends avoidance of short- and long-term erosion during project construction. The U.S. Department of the Interior states that the Applicant should field-check the project area for mineral deposits, as the Bureau of Mines' Mineral Industry Location System indicates four gravel pits occur within or near the proposed project area. The Applicant has surveyed the project area, and has found no mineable gravel deposits.

Construction of project features will cause localized erosion and sedimentation, potential mass movement of talus or rock

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fragments, temporary increases in turbidity, and production of spoil materials. Article 28 requires the Licensee to prepare a plan to control erosion, sedimentation, and slope stability, to include spoil disposal areas and to minimize the quantity of sediment resulting from the construction and operation of the project.

Minimum Flow

Cedar Draw Creek supports a population of rainbow trout, estimated to be 36 percent wild-stock with the remainder comprised of hatchery-produced trout that escape to the creek from nearby trout hatcheries. An estimated 50 to 100 thousand fish, ranging in size from fingerlings to 8-inch adults, escape to the creek annually.

The Applicant originally proposed to provide a minimum instream flow of 7 cfs in the reach of Cedar Draw Creek between the diversion dam and tailrace discharge to maintain the rainbow trout population. The U.S. Fish and Wildlife Service (FWS) and the DFG state that a minimum streamflow of 7 cfs is inadequate to protect fish and wildlife resources. The agencies recommend that a minimum streamflow of 25 cfs be provided as determined by the instream flow study performed by the Applicant's consultant. The study results indicate that the ideal flow for rainbow trout fry and juveniles is between 15 and 25 cfs and somewhat higher for adults. Therefore, the Applicant states that it will provide a minimum flow of 25 cfs to the reach of Cedar Draw Creek downstream of the diversion structure.

A minimum flow of 25 cfs, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, should be released at the diversion facility to maintain existing fish resources. The study results provided by the Applicant show that this flow will adequately protect the resident trout fishery. Article 29 requires that an instream flow of 25 cfs, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, be released into the bypassed reach of Cedar Draw Creek.

Fish Screens

The Applicant originally proposed to install a 0.5-inch mesh diversion screen at the intake structure to prevent entrainment of small fish through the turbine. The FWS and DFG recommend 0.25-inch mesh screening. The Applicant has agreed to provide screening of 0.25-inch mesh. A 0.25-inch mesh screen will provide adequate protection for young fish by preventing entrainment and subsequent entrainment mortality. Article 30 requires the Licensee to provide functional design drawings of the fish screen facility, designed after consultation with the DFG and FWS.

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Water Quality Certification

The Idaho Department of Health and Welfare issued a water quality certificate pursuant to Section 401 of the Clean Water Act (Act) for the proposed project on November 8, 1984. Conditions included in the certification require continuous monitoring of dissolved oxygen (DO) and water temperature, and, based on the monitoring, release of water sufficient to ensure that Idaho water quality standards for temperature and DO are met or are not worsened by the project.

Raptor Protection

Operation of the proposed transmission line could kill or cripple raptors and other birds by electrocution or collision. FWS recommends that the transmission line be designed and located to prevent such losses. The Applicant has agreed to follow FWS' recommendation. Raptors and other large birds should be protected by the proper design of the transmission line. Article 31 requires the Licensee to design and construct the transmission line in such a manner as to minimize electrocutions and collisions.

Public Access

Cedar Draw Creek supports a trout fishery that could be accessed in the downstream reach from a county road and an existing access road. The Applicant proposes no measures or facilities for enhancement of recreational use in the project area, and agencies have identified no adverse impacts to recreational resources or need for recreational development. Construction of the proposed powerhouse, tailrace, access roads, and transmission lines, however, presents an opportunity to improve public access to these areas, if necessary. Article 32 requires the Licensee to consult with the Idaho Department of Parks and Recreation to determine the need for improved access to the downstream reach of the project.

Cultural Resources

There are no known historic, cultural, or archeological resources that will be affected by the proposed project. Article 33 requires the protection of any cultural resources that may be discovered during the proposed construction or in the event of any future construction at the project.

Northwest Power Planning Council Fish and Wildlife Program

The Fish and Wildlife Program (Section 1204) of the Northwest Power Planning Council contains a framework for assessing the impacts of new hydroelectric development on fish and wildlife resources, and lists a number of generic mitigative measures that should be implemented for any new development. Part of this

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framework requires consultation between the developer and the agencies and Indian tribes on the formulation of appropriate mitigative measures.

Article 34 is included herein, which reserves to the Commission the right to require changes in project structures or operations, on its own motion or when petitioned by the agencies or Tribes, to take into account the requirements of the Program.

Other Environmental Concerns

No Federally listed, threatened, or endangered species or critical habitat, or sites listed or eligible for listing on the National Register of Historic Places will be affected by the project.

FINDING OF NO SIGNIFICANT IMPACT

Construction of the project will result in short-term increases in erosion, sedimentation, turbidity, and possible mass movement on steeper slopes. Minor disturbances to recreational uses in the project vicinity may occur due to increases in dust and noise levels from construction activities. Approximately 8 acres of shrub and riparian habitat will be altered in areas of instream construction. Proposed measures and provisions of license articles will provide protection of the environmental resources in the project area.

In accordance with the National Environmental Policy Act of 1969, an Environmental Assessment was prepared for the Cedar Draw Creek Hydroelectric Project (FERC No. 8278). On the basis of the record and Staff's independent environmental analysis 4/, issuance of a license for the project will not constitute a major Federal action significantly affecting the quality of the human environment.

The Commission Orders:

(A) This license is issued to Crystal Springs Hydroelectric Company (Licensee) under Part I of the Federal Power Act (Act),

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4/ Environmental Assessment, Cedar Draw Creek Hydroelectric Project, FERC No. 8278-000--Idaho, Division of Environmental Analysis, Office of Hydropower Licensing, Federal Energy Regulatory Commission, April 5, 1985. This document is available in the Division of Public Information and in the Commission's public file associated with this proceeding.

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for a period of 50 years, effective the first day of the month in which this order is issued, for the construction, operation, and maintenance of the Cedar Draw Creek Project No. 8278 located in Twin Falls County, Idaho on Cedar Draw Creek. This license is subject to the terms and conditions of the Act, which is incorporated by reference as part of this license and subject to the regulations the Commission issues under the provisions of the Act.

(B) The Cedar Draw Creek Project No. 8278 consist of:

(1) All lands, to the extent of the Licensee's interests in those lands, constituting the project area and enclosed by the project boundary. The project area and boundary are shown and described by a certain exhibit that forms part of the application for license and that is designated and described as:

EXHIBIT G-	FERC DRAWING NO. 8278-	TITLE
1	1	Revised Project Boundary Map

(2) Project works consisting of: (1) a 6-foot-high, 73-foot-long reinforced concrete dam, creating a 0.33 acre pond at elevation 3,345 feet; (2) a reinforced concrete intake structure consisting of fish screens, movable gates/boards for flow control, and a sonic metered outlet to automatically provide flow during periods of low flows; (3) a 5,750-foot-long, 60-inch-diameter steel pipe conduit located along the east slope of Cedar Draw Creek; (4) a 10-foot-diameter steel surge standpipe located adjacent to the abandoned grade road; (5) a 54-inch-diameter, 1,350-foot-long steel penstock which trifurcates into three penstocks leading to the generating units; (7) a 24-foot-long, 48-foot-wide reinforced concrete powerhouse containing three generating units with a combined capacity of 2,249 kW operating under a head of 267 feet, producing an average annual output of 6,662 MWh; (8) a tailrace discharging flows back into Cedar Draw Creek; (9) the 4.16-kV generator leads; (10) a 4.16/46-kV, 2.5-MVA step-up transformer; (11) a 4.25-mile-long, 46-kV transmission line; and (12) approximately 9,000 feet of access road.

The location, nature, and character of these project works are generally shown and described by the exhibit cited above and more specifically shown and described by the following exhibits that also form a part of the application for license and that are designated and described as:

UNCONTROLLED

Exhibit A - Paragraph e, Page 5 filed May 1, 1984

EXHIBIT F-	FERC DRAWING NO. 8278-	TITLE
1	2	Diversion Structure Spillway
2	3	Diversion Structure
3	4	Diversion Structure Site Plan
4	5	Powerplant
5	6	Powerplant Elevation
6	7	Pipeline Access Road Sections

(3) All of the structures, fixtures, equipment, or facilities used or useful in the operation or maintenance of the project and located within the project boundary, all portable property that may be employed in connection with the project, located within or outside the project boundary, as approved by the Commission, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) Exhibits A, F, and G, as designated in ordering paragraph B above, are approved and made a part of the license only to the extent that they show the general location and nature of the project and except as modified by the license articles below.

(D) This license is also subject to the terms and conditions set forth in Form L-11 entitled "Terms and Conditions of License for Unconstructed Major Project Affecting the Interests of Interstate or Foreign Commerce," designated as articles 1 through 23, attached to and made a part of this license and also subject to the terms and conditions in the following additional articles:

Article 24. The Licensee shall provide one copy to the Commission's Regional Engineer and two copies to the Director, Division of Inspections of the final contract drawings and specifications for pertinent features of the project, such as water retention structures, powerhouse, and water conveyance structures, at least 60 days prior to start of construction. The Director, Division of Inspections may require changes in the plans and specifications to assure a safe and adequate project.

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Article 25. The Licensee shall within 90 days of completion of construction file for approval by the Director, Division of Project Management, revised Exhibits A, F, and G to describe and show the project as-built.

Article 26. The Licensee shall commence construction of project works within two years from the issuance date of the license and shall complete construction of the project within four years from the issuance date of the license.

Article 27. The Licensee shall review and approve the design of contractor-designed cofferdams and deep excavations prior to the start of construction and shall ensure that construction of cofferdams and deep excavations is consistent with the approved design. At least 30 days prior to start of construction of the cofferdam, the Licensee shall provide to the Commission's Regional Engineer and Director, Division of Inspections, one copy of the approved cofferdam construction drawings and specifications and a copy of the letter(s) of approval.

Article 28. The Licensee shall, after consultation with the U.S. Soil Conservation Service and the Idaho Department of Fish and Game, prepare and file with the Commission within 1 year from the date of issuance of this license, a plan to control erosion, dust, and slope stability, and to minimize the quantity of sediment or other potential water pollutants resulting from construction and operation of the project, including spoil disposal areas. The plan shall also include: functional design drawings and map locations of control measures; an implementation schedule; monitoring and maintenance programs for project construction and operation; provisions for periodic review of the plan and for making any necessary revisions to the plan. Documentation of agency consultation on the plan and copies of any agency comments or recommendations shall be included in the filing.

In the event that the Licensee does not concur with any agency recommendations, Licensee shall provide a discussion of the reasons for not concurring based on actual site geological, soil, and groundwater conditions. The Commission reserves the right to require changes to the plan. Unless the Director, Office of Hydropower Licensing, directs otherwise, the Licensee may commence ground-disturbing or spoil-producing activities at the project 90 days after filing the above plan.

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Article 29. The Licensee shall maintain in the reach of Cedar Draw Creek between the diversion dam and powerhouse discharge, a continuous minimum flow of 25 cubic feet per second, as measured immediately downstream from the diversion dam, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, for the protection of fish and wildlife resources in the Cedar Draw Creek. This flow may be temporarily modified if required by operating emergencies beyond the control of Licensee, and for short periods upon mutual agreement between Licensee and the Idaho Department of Fish and Game.

Article 30. The Licensee shall consult with the Idaho Department of Fish and Game on the final design of the intake structure including the fish screening, and within 6 months from the date of issuance of this license, file with the Commission for approval, functional design drawings of the fish screening structure for the intake of the Cedar Draw Creek Project. Licensee shall file for Commission approval as-built drawings within 6 months after completion of construction.

Article 31. The Licensee shall design and construct the transmission line in accordance with guidelines set forth in "Suggested Practices for Raptor Protection on Power Lines--the State of the Art in 1981" (Raptor Research Foundation, Inc., 1981). Further, Licensee shall, after consultation with the U.S. Fish and Wildlife Service and Idaho Department of Fish and Game, and within 1 year from the date of issuance of the license, file with the Commission a transmission line design plan that will consider adequate separation of energized conductors, groundwires, and other metal hardware, adequate insulation, location, and any other measures necessary to protect raptors from electrocution and collision hazards. Agency comments on the adequacy of the design plan shall be included in the filing. Unless the Director, Office of Hydropower Licensing, within 60 days following the filing instructs otherwise, Licensee may commence transmission line construction at the end of the 60-day period.

Article 32. The Licensee shall consult with the Idaho Department of Fish and Game and the Idaho Department of Parks and Recreation to determine the need for any measures necessary to protect or enhance recreational opportunities at the Cedar Draw Creek Project. Within 1 year from the date of issuance of this license, Licensee shall file with the Commission a report on the findings of the consultations with the consulted agencies, and for Commission approval, its plan for implementation of any measures deemed necessary to protect and enhance recreational use at the project. Documentation of consultation with the above-mentioned agencies shall be appended to the report.

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Article 33. The Licensee shall, prior to any future construction at the project, consult with the Idaho State Historic Preservation Officer (SHPO) about the need for cultural resource survey and salvage work. Documentation of the nature and extent of consultation, including a cultural resources management plan and a schedule to conduct any necessary investigation prior to such construction, and a copy of a letter from the SHPO accepting the plan, shall be filed with the Commission within 6 months of any construction activity in the location of such investigations. The Licensee shall make available funds in a reasonable amount for any such work as required. If any previously unrecorded archeological or historic sites are discovered during the course of construction or development of any project works or other facilities at the project, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and the Licensee shall consult with the SHPO to develop a mitigative plan for the protection of significant archeological or historic resources. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historical work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 34. The Commission reserves the authority to order, upon its own motion or upon the recommendation of Federal or state fish and wildlife agencies or affected Indian Tribes, alterations of project structures and operations to take into account to the fullest extent practicable at each stage of the decision-making process the regional fish and wildlife program developed as amended pursuant to the Pacific Northwest Electric Power Planning and Conservation Act.

Article 35. The Licensee shall pay the United States a reasonable annual charge, effective as of the first day of the month in which the license is issued for the purpose of reimbursing the United States for the cost of administration of Part I of the Act, as determined by the Commission in accordance with the provisions of its regulations, in effect from time to time. The authorized installed capacity for such purpose is 3000 horsepower.

Article 36. (a) In accordance with the provisions of this article, the Licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The Licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other environmental values of the project. For those purposes, the Licensee shall also have continuing responsibility to supervise

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and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the Licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the Licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the Licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 water craft at a time and where said facility is intended to serve single-family type dwellings; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the Licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The Licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable State and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the Licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the Licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the Licensee's costs of administering the permit program. The Commission reserves the right to require the Licensee to file a description of its standards, guidelines, and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines, or procedures.

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(c) The Licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment, or maintenance of bridges and roads for which all necessary state and Federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas, and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead, or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project reservoir. No later than January 31 of each year, the Licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The Licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary state and Federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary Federal and state water quality certificates or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary Federal and state approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercraft at a time and are located at least one-half mile from any other private or public marina; (6) recreational development consistent with an approved Exhibit R or approved report on recreational resources of an Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from the edge of the project reservoir at normal maximum surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year. At least 45 days before conveying any interest in project lands under this paragraph (d), the Licensee must file a letter to the Director, Office of Hydropower Licensing, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G or K map may be used), the nature of the proposed use, the identity of any Federal or State agency

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official consulted, and any Federal or State approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the Licensee to file an application for prior approval, the Licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraphs (c) or (d) of this article:

(1) Before conveying the interest, the Licensee shall consult with Federal and state fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer.

(2) Before conveying the interest, the Licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E; or, if the project does not have an approved Exhibit R or approved report on recreational resources, that the lands to be conveyed do not have recreational value.

(3) The instrument of conveyance must include covenants running with the land adequate to ensure that: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; and (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project.

(4) The Commission reserves the right to require the Licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article, for the protection and enhancement of the project's scenic, recreational, and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed under this article only upon approval of revised Exhibit G or K drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this

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article from the project shall be consolidated for consideration when revised Exhibit G or K drawings would be filed for approval for other purposes.

Article 37. Pursuant to Section 10(d) of the Act, after the first 20 years of operation of the project under the license, the rate as computed below shall be the specified rate of return on the net investment in the project for determining surplus earnings of the project for the establishment and maintenance of amortization reserves. One-half of the project surplus earnings, if any, accumulated after the first 20 years of operation under the license, in excess of the specified rate of return per annum on the net investment, shall be set aside in a project amortization reserve account as of the end of each fiscal year: Provided, that, if and to the extent that there is a deficiency of project earnings below the specified rate of return per annum for any fiscal year or years after the first 20 years of operation under the license, the amount of such deficiency shall be deducted from the amount of any surplus earnings accumulated thereafter until absorbed, and one-half of the remaining surplus earnings, if any, thus cumulatively computed, shall be set aside in the project amortization reserve account; and the amounts thus established in the project amortization reserve account shall be maintained until further order of the Commission.

The annual specified reasonable rate of return shall be the sum of the weighted cost components of long-term debt, preferred stock, and the cost of common equity, as defined herein. The weighted cost component for each element of the reasonable rate of return is the product of its capital ratios and cost rate. The current capital ratios for each of the above elements of the rate of return shall be calculated annually based on an average of 13 monthly balances of amounts properly includable in the Licensee's long-term debt and proprietary capital accounts as listed in the Commission's Uniform System of Accounts. The cost rates for such ratios shall be the weighted average cost for long-term debt and preferred stock for the year, and the cost of common equity shall be the interest rate on 10-year government bonds (reported as the Treasury Department's 10-year constant maturity series) computed on the monthly average for the year in question plus four percentage points (400 basis points).

(E) This order is final unless a petition appealing it to the Commission is filed within 30 days from the date of its issuance, as provided in Section 385.1902 of the Commission's regulations, 18 C.F.R. 385.1902 (1983). The Licensee's failure to file a petition appealing this order to the Commission shall constitute acceptance of this order. In acknowledgment of acceptance of this order and these terms and conditions, it shall be signed by the Licensee and returned to the Commission within 60 days from the date this order is issued.

Quentin A. Edson

Quentin A. Edson
Director, Office of
Hydropower Licensing

UNLIMITED

Project No. 8278-000

IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this Order, Crystal Springs Hydroelectric Company this 4th day June, 1985, has caused its corporate name to be signed hereto by Raymond L. Hixson, its _____ President, and its corporate seal to be affixed hereto and attested by Robert L. Wood its _____ Secretary, pursuant to a resolution of its Board of Directors duly adopted on the 4th day of June 1985, a certified copy of the record of which is attached hereto.

By _____
President

Attest:

_____
Secretary

(Executed in quadruplicate)

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Form L-11
(Revised October, 1975)

FEDERAL ENERGY REGULATORY COMMISSION

TERMS AND CONDITIONS OF LICENSE FOR UNCONSTRUCTED MAJOR PROJECT AFFECTING THE INTERESTS OF INTERSTATE OR FOREIGN COMMERCE

Article 1. The entire project, as described in this order of the Commission, shall be subject to all of the provisions, terms, and conditions of the license.

Article 2. No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order as a part of the license until such change shall have been approved by the Commission: Provided, however, That if the Licensee or the Commission deems it necessary or desirable that said approved exhibits, or any of them, be changed, there shall be submitted to the Commission for approval a revised, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

Article 3. The project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein; and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made if such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development; but any of such minor changes made without the prior approval of the Commission, which in its

judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct.

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised exhibits insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the exhibits approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variation in or divergence from the approved exhibits. Such revised exhibits shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.

Article 4. The construction, operation, and maintenance of the project and any work incidental to additions or alterations shall be subject to the inspection and supervision of the Regional Engineer, Federal Power Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall cooperate fully with said representative and shall furnish him a detailed program of inspection by the Licensee that will provide for an adequate and qualified inspection force for construction of the project and for any subsequent alterations to the project. Construction of the project works or any feature or alteration thereof shall not be initiated until the program of inspection for the project works or any such feature thereof has been approved by said representative. The Licensee shall also furnish to said representative such further information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow said representative and other officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and

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across the project lands and project works in the performance of their official duties. The Licensee shall comply with such rules and regulations of general or special applicability as the Commission may prescribe from time to time for the protection of life, health, or property.

Article 5. The Licensee, within five years from the date of issuance of the license, shall acquire title in fee or the right to use in perpetuity all lands, other than lands of the United States, necessary or appropriate for the construction, maintenance, and operation of the project. The Licensee or its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties shall be voluntarily sold, leased, transferred, abandoned, or otherwise disposed of without the prior written approval of the Commission, except that the Licensee may lease or otherwise dispose of interests in project lands or property without specific written approval of the Commission pursuant to the then current regulations of the Commission. The provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear; and mortgage or trust deeds or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article.

Article 6. In the event the project is taken over by the United States upon the termination of the license as provided in Section 14 of the Federal Power Act, or is transferred to a new licensee or to a non-power licensee under the provisions of Section 15 of said Act, the Licensee, its successors and assigns shall be responsible for, and shall make good any defect of title to, or of right of occupancy and use in, any of such project property that is necessary or appropriate or valuable and serviceable in the maintenance and operation of the project, and shall pay and discharge, or shall assume responsibility for payment and discharge of, all liens or encumbrances upon the project or project property created by the Licensee or created or incurred after the issuance of the license: Provided, That the provisions of this article are not intended to require the Licensee, for

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the purpose of transferring the project to the United States or to a new licensee, to acquire any different title to, or right of occupancy and use in, any of such project property than was necessary to acquire for its own purposes as the Licensee.

Article 7. The actual legitimate original cost of the project, and of any addition thereto or betterment thereof, shall be determined by the Commission in accordance with the Federal Power Act and the Commission's Rules and Regulations thereunder.

Article 8. The Licensee shall install and thereafter maintain gages and stream-gaging stations for the purpose of determining the stage and flow of the stream or streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines; shall provide for the required reading of such gages and for the adequate rating of such stations; and shall install and maintain standard meters adequate for the determination of the amount of electric energy generated by the project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission or its authorized representative. The Commission reserves the right, after notice and opportunity for hearing, to require such alterations in the number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, as are necessary to secure adequate determinations. The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of the project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient records of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

Article 9. The Licensee shall, after notice and opportunity for hearing, install additional capacity or make other changes in the project as directed by the Commission, to the extent that it is economically sound and in the public interest to do so.

Article 10. The Licensee shall, after notice and opportunity for hearing, coordinate the operation of the project, electrically and hydraulically, with such other projects or power systems and in such manner as the Commission may direct in the interest of power and other beneficial public uses of water resources, and on such conditions concerning the equitable sharing of benefits by the Licensee as the Commission may order.

Article 11. Whenever the Licensee is directly benefited by the construction work of another licensee, a permittee, or the United States on a storage reservoir or other headwater improvement, the Licensee shall reimburse the owner of the headwater improvement for such part of the annual charges for interest, maintenance, and depreciation thereof as the Commission shall determine to be equitable, and shall pay to the United States the cost of making such determination as fixed by the Commission. For benefits provided by a storage reservoir or other headwater improvement of the United States, the Licensee shall pay to the Commission the amounts for which it is billed from time to time for such headwater benefits and for the cost of making the determinations pursuant to the then current regulations of the Commission under the Federal Power Act.

Article 12. The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

Article 13. On the application of any person, association, corporation, Federal agency, State or municipality, the Licensee shall permit such reasonable use of its reservoir or other project properties, including works, lands and water rights, or parts thereof, as may be ordered by the Commission, after notice and opportunity for hearing, in the interests of comprehensive development of the waterway or waterways involved and the conservation and utilization of the water resources of the region for water supply or for the purposes of steam-electric, irrigation, industrial, municipal or similar uses. The Licensee shall receive reasonable compensation for use of its reservoir or other project properties or parts thereof for such purposes, to include at least full reimbursement for any damages or expenses which the joint use causes the Licensee to incur. Any such compensation shall be fixed by the Commission either by approval of an agreement between the Licensee and the party or parties benefiting or after notice and opportunity for hearing. Applications shall contain information in sufficient detail to afford a full understanding of the proposed use, including satisfactory evidence that the applicant possesses necessary water rights pursuant to applicable State law, or a showing of cause why such evidence cannot concurrently be submitted, and a statement as to the relationship of the proposed use to any State or municipal plans or orders which may have been adopted with respect to the use of such waters.

Article 14. In the construction or maintenance of the project works, the Licensee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its transmission lines and telegraph, telephone and other signal wires or power transmission lines constructed prior to its transmission lines and not owned by the Licensee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structures or wires falling or obstructing traffic or endangering life. None of the provisions of this article are intended to relieve the Licensee from any responsibility or requirement which may be imposed by any other lawful authority for avoiding or eliminating inductive interference.

Article 15. The Licensee shall, for the conservation and development of fish and wildlife resources, construct, maintain, and operate, or arrange for the construction, maintenance, and operation of such reasonable facilities, and comply with such reasonable modifications of the project structures and operation, as may be ordered by the Commission upon its own motion or upon the recommendation of the Secretary of the Interior or the fish and wildlife agency or agencies of any State in which the project or a part thereof is located, after notice and opportunity for hearing.

Article 16. Whenever the United States shall desire, in connection with the project, to construct fish and wildlife facilities or to improve the existing fish and wildlife facilities at its own expense, the Licensee shall permit the United States or its designated agency to use, free of cost, such of the Licensee's lands and interests in lands, reservoirs, waterways and project works as may be reasonably required to complete such facilities or such improvements thereof. In addition, after notice and opportunity for hearing, the Licensee shall modify the project operation as may be reasonably prescribed by the Commission in order to permit the maintenance and operation of the fish and wildlife facilities constructed or improved by the United States under the provisions of this article. This article shall not be interpreted to place any obligation on the United States to construct or improve fish and wildlife facilities or to relieve the Licensee of any obligation under this license.

Article 17. The Licensee shall construct, maintain, and operate, or shall arrange for the construction, maintenance, and operation of such reasonable recreational facilities, including modifications thereto, such as access roads, wharves, launching ramps, beaches, picnic and camping areas, sanitary facilities, and utilities, giving consideration to the needs of the physically handicapped, and shall comply with such reasonable modifications of the project, as may be prescribed hereafter by the Commission during the term of this license upon its own motion or upon the recommendation of the Secretary of the Interior or other interested Federal or State agencies, after notice and opportunity for hearing.

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Article 18. So far as is consistent with proper operation of the project, the Licensee shall allow the public free access, to a reasonable extent, to project waters and adjacent project lands owned by the Licensee for the purpose of full public utilization of such lands and waters for navigation and for outdoor recreational purposes, including fishing and hunting: Provided, That the Licensee may reserve from public access such portions of the project waters, adjacent lands, and project facilities as may be necessary for the protection of life, health, and property.

Article 19. In the construction, maintenance, or operation of the project, the Licensee shall be responsible for, and shall take reasonable measures to prevent, soil erosion on lands adjacent to streams or other waters, stream sedimentation, and any form of water or air pollution. The Commission, upon request or upon its own motion, may order the Licensee to take such measures as the Commission finds to be necessary for these purposes, after notice and opportunity for hearing.

Article 20. The Licensee shall consult with the appropriate State and Federal agencies and, within one year of the date of issuance of this license, shall submit for Commission approval a plan for clearing the reservoir area. Further, the Licensee shall clear and keep clear to an adequate width lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which results from the clearing of lands or from the maintenance or alteration of the project works. In addition, all trees along the periphery of project reservoirs which may die during operations of the project shall be removed. Upon approval of the clearing plan all clearing of the lands and disposal of the unnecessary material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission and in accordance with appropriate Federal, State, and local statutes and regulations.

Article 21. If the Licensee shall cause or suffer essential project property to be removed or destroyed or to become unfit for use, without adequate replacement, or shall abandon or discontinue good faith operation of the project or refuse or neglect to comply with the terms of the license and the lawful orders of the

Commission mailed to the record address of the Licensee or its agent, the Commission will deem it to be the intent of the Licensee to surrender the license. The Commission, after notice and opportunity for hearing, may require the Licensee to remove any or all structures, equipment and power lines within the project boundary and to take any such other action necessary to restore the project waters, lands, and facilities remaining within the project boundary to a condition satisfactory to the United States agency having jurisdiction over its lands or the Commission's authorized representative, as appropriate, or to provide for the continued operation and maintenance of nonpower facilities and fulfill such other obligations under the license as the Commission may prescribe. In addition, the Commission in its discretion, after notice and opportunity for hearing, may also agree to the surrender of the license when the Commission, for the reasons recited herein, deems it to be the intent of the Licensee to surrender the license.

Article 22. The right of the Licensee and of its successors and assigns to use or occupy waters over which the United States has jurisdiction, or lands of the United States under the license, for the purpose of maintaining the project works or otherwise, shall absolutely cease at the end of the license period, unless the Licensee has obtained a new license pursuant to the then existing laws and regulations, or an annual license under the terms and conditions of this license.

Article 23. The terms and conditions expressly set forth in the license shall not be construed as impairing any terms and conditions of the Federal Power Act which are not expressly set forth herein.

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

June 18, 1985

Crystal Springs Hydroelectric Company
c/o Bonneville Pacific Corporation
200 East South Temple, Suite 300
Salt Lake City, Utah 84111

First Interstate Bank of Utah, N.A.
180 South Main Street
Salt Lake City, Utah 84101

First Interstate Bank of Idaho, N.A.
700 West Idaho Street, 3rd Floor
Boise, Idaho 83702

Re: Mortgage Trust Indenture and Security Agreement Affecting Applications for Permit Nos. 47-7767, as Amended; **47-7768**, as Amended; 47-7672, as Amended; 47-7991; and Application for Permit to Alter Stream Channel No. 47-S-70

Gentlemen:

This office has received a copy of the unsigned Mortgage Trust Indenture and Security Agreement between Crystal Springs Hydroelectric Company (the Owner of the above-referenced Applications for Permit), and First Interstate Bank of Idaho, N.A., as Trustee, and First Interstate Bank of Utah, N.A., as Beneficiary.

Based upon our understanding of the information in said unsigned Agreement, Crystal Springs Hydroelectric Company intends to grant a security interest in the above-referenced Applications for Permit to First Interstate Bank of Idaho, N.A., as Trustee, to have and to hold as partial security for the performance by Crystal Springs Hydroelectric Company of certain obligations to First Interstate Bank of Utah, N.A., in connection with financing the Crystal Springs Hydroelectric Project to which the above-referenced Applications for Permit relate.

This letter confirms that this office has reviewed the unsigned Mortgage Trust Indenture and Security Agreement and has found that it conforms to and complies with the requirements of Sections 42-206 and 42-207, Idaho Code, and that the Trustee, First Interstate Bank of Idaho, N.A., is an entity qualified to hold a security interest in said water rights. An assignment of a Security Interest in Applications for Permit Nos. 47-7767, as amended; 47-7768, as amended; 47-7672, as amended; 47-7991; and Application for Permit to Alter Stream Channel No. 47-S-70 from Crystal Springs Hydroelectric Company to First Interstate Bank of Idaho, N.A. will therefore become effective as of the date of receipt by this office of a signed original of the above-referenced Mortgage Trust Indenture and Security Agreement. Assignment of the security interest will not result in a change of name on the Applications for Permit, so the name of record of each will continue to be Crystal Springs Hydroelectric Company.

Sincerely,

Norman C Young

NORMAN C. YOUNG
Administrator,
Resources Administration Division

RECEIVED
JUN 14 1985
Department of Water Resources

LAW OFFICES OF
PARSONS, BEHLE & LATIMER
A PROFESSIONAL CORPORATION
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SALT LAKE CITY, UTAH 84147-0898
TELEPHONE (801) 532-1234
TELECOPIER (801) 532-1234, EXT. 273

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

FORMERLY
DICKSON, ELLIS, PARSONS & McCREA
1882-1959

KEITH E. TAYLOR
JAMES B. LEE
SCOTT M. MATHESON
GORDON L. ROBERTS
F. ROBERT REEDER
WILLIAM L. CRAWFORD
LAWRENCE E. STEVENS
DANIEL M. ALLRED
HOWARD J. MARSH
YAN M. ROSS
ERIE V. BOORMAN
DAVID S. DOLOWITZ
KENT W. WINTERHOLLER
BARBARA K. POLICH
RANDY L. DRYER
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DAVID R. BIRD
RAYMOND J. ETCHEVERRY
FRANCIS M. WIKSTROM
DAVID W. TUNDERMANN
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JONATHAN K. BUTLER
DAVID G. MANGUM
JULIA C. WEBB
DEREK LANGTON
HAL J. POS

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

June 13, 1985

Mr. David Tuthill
STATE OF IDAHO
Department of Water Resources
Statehouse
Boise, Idaho 83720

FEDERAL EXPRESS

Re: Crystal Springs Hydroelectric Company -- Assignment of Security Interest in Approved Application for Permit Nos. 47-7767, as Amended, 47-7768, as Amended, 47-7672, as Amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70

Dear Mr. Tuthill:

This firm represents Crystal Springs Hydroelectric Company, an Idaho general partnership.

Crystal Springs Hydroelectric Company is developing a hydroelectric project located in Twin Falls County on the Cedar Draw Creek. Crystal Springs Hydroelectric Company has received a Commitment for construction and permanent financing from First Interstate Bank of Utah and its participant First Interstate Bank of Idaho for the construction of the facility.

As a requirement for funding the loan, First Interstate Bank of Utah and First Interstate Bank of Idaho are requiring that Crystal Springs Hydroelectric Company assign its rights in and to the above-referenced permits to First Interstate Bank of Idaho as Trustee pursuant to a Mortgage Trust Indenture and Security Agreement, a copy of which is enclosed herewith.

Our review of appropriate Idaho law would indicate that the proposed Assignment of the above-referenced Water Permits as partial security for the proposed loan is in conformance with Sections 42-206 and 42-207, Idaho Code, and we therefore request that the Department of Water Resources approve such Assignment.

For your convenience, I have enclosed herewith a form letter which has been approved by the Banks. Please review the enclosed materials and contact me at your earliest convenience with any questions or comments which you may have thereon. If the Dept. of Water Resources approves the proposed Assignment, please have the enclosed letter or a letter in substantially similar form prepared on Dept. of Water Resources letterhead and send the original copy executed by the Director or Administrator of the Dept. of Water Resources to me for use in the loan closing. The loan closing is presently scheduled for June 21, 1985 and we will appreciate your processing this Application for approval as soon as possible.

Very truly yours,

PARSONS, BEHLE & LATIMER

David P. Hirschi

DPH/jml
Enclosures
cc: Robert L. Wood
Thomas A. Quinn
Pamela T. Greenwood

RECEIVED

JUN 12 1985

Department of Water Resources
Southern District Office

INTER-DEPARTMENT MEMO — 1

FROM Dave Tuthill

DATE June 11, 1985

TO Loren Holmes

SUBJECT Crystal Spgs Hydroelectric Co — 47-7991; 47-7767; 47-7768

As we discussed, here is a copy of the Order Issuing Major License for FERC Project No 8278 which pertains to the above-numbered apps for permit. Due to the length of the Order & Associated documents, we have maintained for our protest files only a copy of the first page. It is my understanding that you will be contacting IDFG re: resolutic of protests (see attached memo to Clive Strong dated 6/11/85) Dave

SIGNATURE

47-1991 } apps
47-7767 } 6-5-85
47-7268

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

31 FERC ¶62,252

Crystal Springs Hydroelectric Company) Project No. 8278-000

ORDER ISSUING MAJOR LICENSE
(Issued May 24, 1985)

Crystal Springs Hydroelectric Company (Applicant), filed on May 1, 1984, an application for license under Part I of the Federal Power Act (Act) to construct, operate and maintain the Cedar Draw Creek Project No. 8278.1/ The project would be located on Cedar Draw Creek in Twin Falls County, Idaho, and would effect the interests of interstate or foreign commerce.

Notice of the application has been published and comments have been received from interested Federal, state and local agencies. No protests have been received. A motion to intervene was filed by Idaho Power Company on October 29, 1984, but was later withdrawn on November 23, 1984. No other motions to intervene were received. The significant concerns of the agencies are discussed below.

PROJECT DESCRIPTION AND OPERATION

The project would consist of a 6-foot-high, 73-foot-long diversion dam, a 5,750-foot-long, 60-inch-diameter steel conduit, a 10-foot-diameter steel surge standpipe, a 1,350-foot-long, 54-inch-diameter steel penstock, a powerhouse containing three generating units with a combined capacity of 2,249 kW, a tailrace, a 4.25-mile-long, 46-kV transmission line, and an access road.2/ The project would be operated run-of-river. A 25 cubic feet per second (cfs) minimum streamflow would be provided through the 7,500 feet of bypassed reach.

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

2/ See Ordering Paragraph B for a more detailed description.

UNCONTROLLED

ENGINEERING CONSIDERATIONS

Safety and Adequacy

The proposed project structures would impound an insignificant amount of water and their failure would not endanger downstream life or property. The project structures would be safe if constructed using sound engineering practices, and upon compliance with the articles recommended herein.

Article 24 requires the Licensee to submit construction contract drawings and specifications 60 days prior to the start of construction.

Article 25 requires the Licensee to submit revised Exhibit F drawings, 90 days after completion of construction and Article 27 requires the Licensee to submit a copy of approved cofferdam construction drawings and specifications and a copy of the letter of approval 30 days prior to the start of construction.

Economic Feasibility

With a minimum streamflow release of 25 cfs, the project would generate 6,662-MWh of energy annually. The project would be economically feasible based on the rate schedule established by contract with Idaho Power Company. The cost of the project in 1984 dollars is $1,900,000.

Comprehensive Development

The project will make good use of the flow and fall of Cedar Draw Creek, and is not in conflict with any existing or planned development of the basin upon compliance with the terms and conditions of the license.

ENVIRONMENTAL CONSIDERATIONS

Erosion, Sedimentation, and Slope Stability

The Idaho Department of Fish and Game (DFG) recommends avoidance of short- and long-term erosion during project construction. The U.S. Department of the Interior states that the Applicant should field-check the project area for mineral deposits, as the Bureau of Mines' Mineral Industry Location System indicates four gravel pits occur within or near the proposed project area. The Applicant has surveyed the project area, and has found no mineable gravel deposits.

Construction of project features will cause localized erosion and sedimentation, potential mass movement of talus or rock

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fragments, tempocary increases in turbidity, and production of spoil materials. Article 28 requires the Licensee to prepare a plan to control erosion, sedimentation, and slope stability, to include spoil disposal areas and to minimize the quantity of sediment resulting from the construction and operation of the project.

Minimum Flow

Cedar Draw Creek supports a population of rainbow trout, estimated to be 36 percent wild-stock with the remainder comprised of hatchery-produced trout that escape to the creek from nearby trout hatcheries. An estimated 50 to 100 thousand fish, ranging in size from fingerlings to 8-inch adults, escape to the creek annually.

The Applicant originally proposed to provide a minimum instream flow of 7 cfs in the reach of Cedar Draw Creek between the diversion dam and tailrace discharge to maintain the rainbow trout population. The U.S. Fish and Wildlife Service (FWS) and the DFG state that a minimum streamflow of 7 cfs is inadequate to protect fish and wildlife resources. The agencies recommend that a minimum streamflow of 25 cfs be provided as determined by the instream flow study performed by the Applicant's consultant. The study results indicate that the ideal flow for rainbow trout fry and juveniles is between 15 and 25 cfs and somewhat higher for adults. Therefore, the Applicant states that it will provide a minimum flow of 25 cfs to the reach of Cedar Draw Creek downstream of the diversion structure.

A minimum flow of 25 cfs, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, should be released at the diversion facility to maintain existing fish resources. The study results provided by the Applicant show that this flow will adequately protect the resident trout fishery. Article 29 requires that an instream flow of 25 cfs, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, be released into the bypassed reach of Cedar Draw Creek.

Fish Screens

The Applicant originally proposed to install a 0.5-inch mesh diversion screen at the intake structure to prevent entrainment of small fish through the turbine. The FWS and DFG recommend 0.25-inch mesh screening. The Applicant has agreed to provide screening of 0.25-inch mesh. A 0.25-inch mesh screen will provide adequate protection for young fish by preventing entrainment and subsequent entrainment mortality. Article 30 requires the Licensee to provide functional design drawings of the fish screen facility, designed after consultation with the DFG and FWS.

Water Quality Certification

The Idaho Department of Health and Welfare issued a water quality certificate pursuant to Section 401 of the Clean Water Act (Act) for the proposed project on November 8, 1984. Conditions included in the certification require continuous monitoring of dissolved oxygen (DO) and water temperature, and, based on the monitoring, release of water sufficient to ensure that Idaho water quality standards for temperature and DO are met or are not worsened by the project.

Raptor Protection

Operation of the proposed transmission line could kill or cripple raptors and other birds by electrocution or collision. FWS recommends that the transmission line be designed and located to prevent such losses. The Applicant has agreed to follow FWS' recommendation. Raptors and other large birds should be protected by the proper design of the transmission line. Article 31 requires the Licensee to design and construct the transmission line in such a manner as to minimize electrocutions and collisions.

Public Access

Cedar Draw Creek supports a trout fishery that could be accessed in the downstream reach from a county road and an existing access road. The Applicant proposes no measures or facilities for enhancement of recreational use in the project area, and agencies have identified no adverse impacts to recreational resources or need for recreational development. Construction of the proposed powerhouse, tailrace, access roads, and transmission lines, however, presents an opportunity to improve public access to these areas, if necessary. Article 32 requires the Licensee to consult with the Idaho Department of Parks and Recreation to determine the need for improved access to the downstream reach of the project.

Cultural Resources

There are no known historic, cultural, or archeological resources that will be affected by the proposed project. Article 33 requires the protection of any cultural resources that may be discovered during the proposed construction or in the event of any future construction at the project.

Northwest Power Planning Council Fish and Wildlife Program

The Fish and Wildlife Program (Section 1204) of the Northwest Power Planning Council contains a framework for assessing the impacts of new hydroelectric development on fish and wildlife resources, and lists a number of generic mitigative measures that should be implemented for any new development. Part of this

framework requires consultation between the developer and the agencies and Indian tribes on the formulation of appropriate mitigative measures.

Article 34 is included herein, which reserves to the Commission the right to require changes in project structures or operations, on its own motion or when petitioned by the agencies or Tribes, to take into account the requirements of the Program.

Other Environmental Concerns

No Federally listed, threatened, or endangered species or critical habitat, or sites listed or eligible for listing on the National Register of Historic Places will be affected by the project.

FINDING OF NO SIGNIFICANT IMPACT

Construction of the project will result in short-term increases in erosion, sedimentation, turbidity, and possible mass movement on steeper slopes. Minor disturbances to recreational uses in the project vicinity may occur due to increases in dust and noise levels from construction activities. Approximately 8 acres of shrub and riparian habitat will be altered in areas of instream construction. Proposed measures and provisions of license articles will provide protection of the environmental resources in the project area.

In accordance with the National Environmental Policy Act of 1969, an Environmental Assessment was prepared for the Cedar Draw Creek Hydroelectric Project (FERC No. 8278). On the basis of the record and Staff's independent environmental analysis 4/, issuance of a license for the project will not constitute a major Federal action significantly affecting the quality of the human environment.

The Commission Orders:

(A) This license is issued to Crystal Springs Hydroelectric Company (Licensee) under Part I of the Federal Power Act (Act),

4/ Environmental Assessment, Cedar Draw Creek Hydroelectric Project, FERC No. 8278-000--Idaho, Division of Environmental Analysis, Office of Hydropower Licensing, Federal Energy Regulatory Commission, April 5, 1985. This document is available in the Division of Public Information and in the Commission's public file associated with this proceeding.

for a period of 50 years, effective the first day of the month in which this order is issued, for the construction, operation, and maintenance of the Cedar Draw Creek Project No. 8278 located in Twin Falls County, Idaho on Cedar Draw Creek. This license is subject to the terms and conditions of the Act, which is incorporated by reference as part of this license and subject to the regulations the Commission issues under the provisions of the Act.

(B) The Cedar Draw Creek Project No. 8278 consist of:

(1) All lands, to the extent of the Licensee's interests in those lands, constituting the project area and enclosed by the project boundary. The project area and boundary are shown and described by a certain exhibit that forms part of the application for license and that is designated and described as:

EXHIBIT G-	FERC DRAWING NO. 8278-	TITLE
1	1	Revised Project Boundary Map

(2) Project works consisting of: (1) a 6-foot-high, 73-foot-long reinforced concrete dam, creating a 0.33 acre pond at elevation 3,345 feet; (2) a reinforced concrete intake structure consisting of fish screens, movable gates/boards for flow control, and a sonic metered outlet to automatically provide flow during periods of low flows; (3) a 5,750-foot-long, 60-inch-diameter steel pipe conduit located along the east slope of Cedar Draw Creek; (4) a 10-foot-diameter steel surge standpipe located adjacent to the abandoned grade road; (5) a 54-inch-diameter, 1,350-foot-long steel penstock which trifurcates into three penstocks leading to the generating units; (7) a 24-foot-long, 48-foot-wide reinforced concrete powerhouse containing three generating units with a combined capacity of 2,249 kW operating under a head of 267 feet, producing an average annual output of 6,662 MWh; (8) a tailrace discharging flows back into Cedar Draw Creek; (9) the 4.16-kV generator leads; (10) a 4.16/46-kV, 2.5-MVA step-up transformer; (11) a 4.25-mile-long, 46-kV transmission line; and (12) approximately 9,000 feet of access road.

The location, nature, and character of these project works are generally shown and described by the exhibit cited above and more specifically shown and described by the following exhibits that also form a part of the application for license and that are designated and described as:

Exhibit A - Paragraph e, Page 5 filed May 1, 1984

EXHIBIT F-	FERC DRAWING NO. 8278-	TITLE
1	2	Diversion Structure Spillway
2	3	Diversion Structure
3	4	Diversion Structure Site Plan
4	5	Powerplant
5	6	Powerplant Elevation
6	7	Pipeline Access Road Sections

(3) All of the structures, fixtures, equipment, or facilities used or useful in the operation or maintenance of the project and located within the project boundary, all portable property that may be employed in connection with the project, located within or outside the project boundary, as approved by the Commission, and all riparian or other rights that are necessary or appropriate in the operation or maintenance of the project.

(C) Exhibits A, F, and G, as designated in ordering paragraph B above, are approved and made a part of the license only to the extent that they show the general location and nature of the project and except as modified by the license articles below.

(D) This license is also subject to the terms and conditions set forth in Form L-11 entitled "Terms and Conditions of License for Unconstructed Major Project Affecting the Interests of Interstate or Foreign Commerce," designated as articles 1 through 23, attached to and made a part of this license and also subject to the terms and conditions in the following additional articles:

Article 24. The Licensee shall provide one copy to the Commission's Regional Engineer and two copies to the Director, Division of Inspections of the final contract drawings and specifications for pertinent features of the project, such as water retention structures, powerhouse, and water conveyance structures, at least 60 days prior to start of construction. The Director, Division of Inspections may require changes in the plans and specifications to assure a safe and adequate project.

Article 25. The Licensee shall within 90 days of completion of construction file for approval by the Director, Division of Project Management, revised Exhibits A, F, and G to describe and show the project as-built.

Article 26. The Licensee shall commence construction of project works within two years from the issuance date of the license and shall complete construction of the project within four years from the issuance date of the license.

Article 27. The Licensee shall review and approve the design of contractor-designed cofferdams and deep excavations prior to the start of construction and shall ensure that construction of cofferdams and deep excavations is consistent with the approved design. At least 30 days prior to start of construction of the cofferdam, the Licensee shall provide to the Commission's Regional Engineer and Director, Division of Inspections, one copy of the approved cofferdam construction drawings and specifications and a copy of the letter(s) of approval.

Article 28. The Licensee shall, after consultation with the U.S. Soil Conservation Service and the Idaho Department of Fish and Game, prepare and file with the Commission within 1 year from the date of issuance of this license, a plan to control erosion, dust, and slope stability, and to minimize the quantity of sediment or other potential water pollutants resulting from construction and operation of the project, including spoil disposal areas. The plan shall also include: functional design drawings and map locations of control measures; an implementation schedule; monitoring and maintenance programs for project construction and operation; provisions for periodic review of the plan and for making any necessary revisions to the plan. Documentation of agency consultation on the plan and copies of any agency comments or recommendations shall be included in the filing.

In the event that the Licensee does not concur with any agency recommendations, Licensee shall provide a discussion of the reasons for not concurring based on actual site geological, soil, and groundwater conditions. The Commission reserves the right to require changes to the plan. Unless the Director, Office of Hydropower Licensing, directs otherwise, the Licensee may commence ground-disturbing or spoil-producing activities at the project 90 days after filing the above plan.

Article 29. The Licensee shall maintain in the reach of Cedar Draw Creek between the diversion dam and powerhouse discharge, a continuous minimum flow of 25 cubic feet per second, as measured immediately downstream from the diversion dam, or the streamflow as measured immediately upstream from the diversion dam, whichever is less, for the protection of fish and wildlife resources in the Cedar Draw Creek. This flow may be temporarily modified if required by operating emergencies beyond the control of Licensee, and for short periods upon mutual agreement between Licensee and the Idaho Department of Fish and Game.

Article 30. The Licensee shall consult with the Idaho Department of Fish and Game on the final design of the intake structure including the fish screening, and within 6 months from the date of issuance of this license, file with the Commission for approval, functional design drawings of the fish screening structure for the intake of the Cedar Draw Creek Project. Licensee shall file for Commission approval as-built drawings within 6 months after completion of construction.

Article 31. The Licensee shall design and construct the transmission line in accordance with guidelines set forth in "Suggested Practices for Raptor Protection on Power Lines--the State of the Art in 1981" (Raptor Research Foundation, Inc., 1981). Further, Licensee shall, after consultation with the U.S. Fish and Wildlife Service and Idaho Department of Fish and Game, and within 1 year from the date of issuance of the license, file with the Commission a transmission line design plan that will consider adequate separation of energized conductors, groundwires, and other metal hardware, adequate insulation, location, and any other measures necessary to protect raptors from electrocution and collision hazards. Agency comments on the adequacy of the design plan shall be included in the filing. Unless the Director, Office of Hydropower Licensing, within 60 days following the filing instructs otherwise, Licensee may commence transmission line construction at the end of the 60-day period.

Article 32. The Licensee shall consult with the Idaho Department of Fish and Game and the Idaho Department of Parks and Recreation to determine the need for any measures necessary to protect or enhance recreational opportunities at the Cedar Draw Creek Project. Within 1 year from the date of issuance of this license, Licensee shall file with the Commission a report on the findings of the consultations with the consulted agencies, and for Commission approval, its plan for implementation of any measures deemed necessary to protect and enhance recreational use at the project. Documentation of consultation with the above-mentioned agencies shall be appended to the report.

Article 33. The Licensee shall, prior to any future construction at the project, consult with the Idaho State Historic Preservation Officer (SHPO) about the need for cultural resource survey and salvage work. Documentation of the nature and extent of consultation, including a cultural resources management plan and a schedule to conduct any necessary investigation prior to such construction, and a copy of a letter from the SHPO accepting the plan, shall be filed with the Commission within 6 months of any construction activity in the location of such investigations. The Licensee shall make available funds in a reasonable amount for any such work as required. If any previously unrecorded archeological or historic sites are discovered during the course of construction or development of any project works or other facilities at the project, construction activity in the vicinity shall be halted, a qualified archeologist shall be consulted to determine the significance of the sites, and the Licensee shall consult with the SHPO to develop a mitigative plan for the protection of significant archeological or historic resources. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historical work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 34. The Commission reserves the authority to order, upon its own motion or upon the recommendation of Federal or state fish and wildlife agencies or affected Indian Tribes, alterations of project structures and operations to take into account to the fullest extent practicable at each stage of the decision-making process the regional fish and wildlife program developed as amended pursuant to the Pacific Northwest Electric Power Planning and Conservation Act.

Article 35. The Licensee shall pay the United States a reasonable annual charge, effective as of the first day of the month in which the license is issued for the purpose of reimbursing the United States for the cost of administration of Part I of the Act, as determined by the Commission in accordance with the provisions of its regulations, in effect from time to time. The authorized installed capacity for such purpose is 3000 horsepower.

Article 36. (a) In accordance with the provisions of this article, the Licensee shall have the authority to grant permission for certain types of use and occupancy of project lands and waters and to convey certain interests in project lands and waters for certain other types of use and occupancy, without prior Commission approval. The Licensee may exercise the authority only if the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and other environmental values of the project. For those purposes, the Licensee shall also have continuing responsibility to supervise

and control the uses and occupancies for which it grants permission, and to monitor the use of, and ensure compliance with the covenants of the instrument of conveyance for, any interests that it has conveyed, under this article. If a permitted use and occupancy violates any condition of this article or any other condition imposed by the Licensee for protection and enhancement of the project's scenic, recreational, or other environmental values, or if a covenant of a conveyance made under the authority of this article is violated, the Licensee shall take any lawful action necessary to correct the violation. For a permitted use or occupancy, that action includes, if necessary, cancelling the permission to use and occupy the project lands and waters and requiring the removal of any non-complying structures and facilities.

(b) The types of use and occupancy of project lands and waters for which the Licensee may grant permission without prior Commission approval are: (1) landscape plantings; (2) non-commercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 water craft at a time and where said facility is intended to serve single-family type dwellings; and (3) embankments, bulkheads, retaining walls, or similar structures for erosion control to protect the existing shoreline. To the extent feasible and desirable to protect and enhance the project's scenic, recreational, and other environmental values, the Licensee shall require multiple use and occupancy of facilities for access to project lands or waters. The Licensee shall also ensure, to the satisfaction of the Commission's authorized representative, that the uses and occupancies for which it grants permission are maintained in good repair and comply with applicable State and local health and safety requirements. Before granting permission for construction of bulkheads or retaining walls, the Licensee shall: (1) inspect the site of the proposed construction, (2) consider whether the planting of vegetation or the use of riprap would be adequate to control erosion at the site, and (3) determine that the proposed construction is needed and would not change the basic contour of the reservoir shoreline. To implement this paragraph (b), the Licensee may, among other things, establish a program for issuing permits for the specified types of use and occupancy of project lands and waters, which may be subject to the payment of a reasonable fee to cover the Licensee's costs of administering the permit program. The Commission reserves the right to require the Licensee to file a description of its standards, guidelines, and procedures for implementing this paragraph (b) and to require modification of those standards, guidelines, or procedures.

(c) The Licensee may convey easements or rights-of-way across, or leases of, project lands for: (1) replacement, expansion, realignment, or maintenance of bridges and roads for which all necessary state and Federal approvals have been obtained; (2) storm drains and water mains; (3) sewers that do not discharge into project waters; (4) minor access roads; (5) telephone, gas, and electric utility distribution lines; (6) non-project overhead electric transmission lines that do not require erection of support structures within the project boundary; (7) submarine, overhead, or underground major telephone distribution cables or major electric distribution lines (69-kV or less); and (8) water intake or pumping facilities that do not extract more than one million gallons per day from a project reservoir. No later than January 31 of each year, the Licensee shall file three copies of a report briefly describing for each conveyance made under this paragraph (c) during the prior calendar year, the type of interest conveyed, the location of the lands subject to the conveyance, and the nature of the use for which the interest was conveyed.

(d) The Licensee may convey fee title to, easements or rights-of-way across, or leases of project lands for: (1) construction of new bridges or roads for which all necessary state and Federal approvals have been obtained; (2) sewer or effluent lines that discharge into project waters, for which all necessary Federal and state water quality certificates or permits have been obtained; (3) other pipelines that cross project lands or waters but do not discharge into project waters; (4) non-project overhead electric transmission lines that require erection of support structures within the project boundary, for which all necessary Federal and state approvals have been obtained; (5) private or public marinas that can accommodate no more than 10 watercraft at a time and are located at least one-half mile from any other private or public marina; (6) recreational development consistent with an approved Exhibit R or approved report on recreational resources of an Exhibit E; and (7) other uses, if: (i) the amount of land conveyed for a particular use is five acres or less; (ii) all of the land conveyed is located at least 75 feet, measured horizontally, from the edge of the project reservoir at normal maximum surface elevation; and (iii) no more than 50 total acres of project lands for each project development are conveyed under this clause (d)(7) in any calendar year. At least 45 days before conveying any interest in project lands under this paragraph (d), the Licensee must file a letter to the Director, Office of Hydropower Licensing, stating its intent to convey the interest and briefly describing the type of interest and location of the lands to be conveyed (a marked Exhibit G or K map may be used), the nature of the proposed use, the identity of any Federal or State agency

official consulted, and any Federal or State approvals required for the proposed use. Unless the Director, within 45 days from the filing date, requires the Licensee to file an application for prior approval, the Licensee may convey the intended interest at the end of that period.

(e) The following additional conditions apply to any intended conveyance under paragraphs (c) or (d) of this article:

(1) Before conveying the interest, the Licensee shall consult with Federal and state fish and wildlife or recreation agencies, as appropriate, and the State Historic Preservation Officer.

(2) Before conveying the interest, the Licensee shall determine that the proposed use of the lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E; or, if the project does not have an approved Exhibit R or approved report on recreational resources, that the lands to be conveyed do not have recreational value.

(3) The instrument of conveyance must include covenants running with the land adequate to ensure that: (i) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; and (ii) the grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project.

(4) The Commission reserves the right to require the Licensee to take reasonable remedial action to correct any violation of the terms and conditions of this article, for the protection and enhancement of the project's scenic, recreational, and other environmental values.

(f) The conveyance of an interest in project lands under this article does not in itself change the project boundaries. The project boundaries may be changed to exclude land conveyed under this article only upon approval of revised Exhibit G or K drawings (project boundary maps) reflecting exclusion of that land. Lands conveyed under this article will be excluded from the project only upon a determination that the lands are not necessary for project purposes, such as operation and maintenance, flowage, recreation, public access, protection of environmental resources, and shoreline control, including shoreline aesthetic values. Absent extraordinary circumstances, proposals to exclude lands conveyed under this

article from the project shall be consolidated for consideration when revised Exhibit G or K drawings would be filed for approval for other purposes.

Article 37. Pursuant to Section 10(d) of the Act, after the first 20 years of operation of the project under the license, the rate as computed below shall be the specified rate of return on the net investment in the project for determining surplus earnings of the project for the establishment and maintenance of amortization reserves. One-half of the project surplus earnings, if any, accumulated after the first 20 years of operation under the license, in excess of the specified rate of return per annum on the net investment, shall be set aside in a project amortization reserve account as of the end of each fiscal year: Provided, that, if and to the extent that there is a deficiency of project earnings below the specified rate of return per annum for any fiscal year or years after the first 20 years of operation under the license, the amount of such deficiency shall be deducted from the amount of any surplus earnings accumulated thereafter until absorbed, and one-half of the remaining surplus earnings, if any, thus cumulatively computed, shall be set aside in the project amortization reserve account; and the amounts thus established in the project amortization reserve account shall be maintained until further order of the Commission.

The annual specified reasonable rate of return shall be the sum of the weighted cost components of long-term debt, preferred stock, and the cost of common equity, as defined herein. The weighted cost component for each element of the reasonable rate of return is the product of its capital ratios and cost rate. The current capital ratios for each of the above elements of the rate of return shall be calculated annually based on an average of 13 monthly balances of amounts properly includable in the Licensee's long-term debt and proprietary capital accounts as listed in the Commission's Uniform System of Accounts. The cost rates for such ratios shall be the weighted average cost for long-term debt and preferred stock for the year, and the cost of common equity shall be the interest rate on 10-year government bonds (reported as the Treasury Department's 10-year constant maturity series) computed on the monthly average for the year in question plus four percentage points (400 basis points).

(E) This order is final unless a petition appealing it to the Commission is filed within 30 days from the date of its issuance, as provided in Section 385.1902 of the Commission's regulations, 18 C.F.R. 385.1902 (1983). The Licensee's failure to file a petition appealing this order to the Commission shall constitute acceptance of this order. In acknowledgment of acceptance of this order and these terms and conditions, it shall be signed by the Licensee and returned to the Commission within 60 days from the date this order is issued.

Quentin A. Edson

Quentin A. Edson
Director, Office of
Hydropower Licensing

Project No. 8278-000

IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this Order, Crystal Springs Hydroelectric Company this _____ day _____, 19___, has caused its corporate name to be signed hereto by _____, its _____ President, and its corporate seal to be affixed hereto and attested by _____ its _____ Secretary, pursuant to a resolution of its Board of Directors duly adopted on the _____day of _____ 19____, a certified copy of the record of which is attached hereto.

By_____
President

Attest:

_____
Secretary

(Executed in quadruplicate)

Form L-11
(Revised October, 1975)

FEDERAL ENERGY REGULATORY COMMISSION

TERMS AND CONDITIONS OF LICENSE FOR UNCONSTRUCTED MAJOR PROJECT AFFECTING THE INTERESTS OF INTERSTATE OR FOREIGN COMMERCE

Article 1. The entire project, as described in this order of the Commission, shall be subject to all of the provisions, terms, and conditions of the license.

Article 2. No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order as a part of the license until such change shall have been approved by the Commission: Provided, however, That if the Licensee or the Commission deems it necessary or desirable that said approved exhibits, or any of them, be changed, there shall be submitted to the Commission for approval a revised, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

Article 3. The project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein; and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made if such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development; but any of such minor changes made without the prior approval of the Commission, which in its

judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct.

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised exhibits insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the exhibits approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variation in or divergence from the approved exhibits. Such revised exhibits shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.

Article 4. The construction, operation, and maintenance of the project and any work incidental to additions or alterations shall be subject to the inspection and supervision of the Regional Engineer, Federal Power Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall cooperate fully with said representative and shall furnish him a detailed program of inspection by the Licensee that will provide for an adequate and qualified inspection force for construction of the project and for any subsequent alterations to the project. Construction of the project works or any feature or alteration thereof shall not be initiated until the program of inspection for the project works or any such feature thereof has been approved by said representative. The Licensee shall also furnish to said representative such further information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow said representative and other officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and

across the project lands and project works in the performance of their official duties. The Licensee shall comply with such rules and regulations of general or special applicability as the Commission may prescribe from time to time for the protection of life, health, or property.

Article 5. The Licensee, within five years from the date of issuance of the license, shall acquire title in fee or the right to use in perpetuity all lands, other than lands of the United States, necessary or appropriate for the construction, maintenance, and operation of the project. The Licensee or its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties shall be voluntarily sold, leased, transferred, abandoned, or otherwise disposed of without the prior written approval of the Commission, except that the Licensee may lease or otherwise dispose of interests in project lands or property without specific written approval of the Commission pursuant to the then current regulations of the Commission. The provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear; and mortgage or trust deeds or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article.

Article 6. In the event the project is taken over by the United States upon the termination of the license as provided in Section 14 of the Federal Power Act, or is transferred to a new licensee or to a non-power licensee under the provisions of Section 15 of said Act, the Licensee, its successors and assigns shall be responsible for, and shall make good any defect of title to, or of right of occupancy and use in, any of such project property that is necessary or appropriate or valuable and serviceable in the maintenance and operation of the project, and shall pay and discharge, or shall assume responsibility for payment and discharge of, all liens or encumbrances upon the project or project property created by the Licensee or created or incurred after the issuance of the license: Provided, That the provisions of this article are not intended to require the Licensee, for

the purpose of transferring the project to the United States or to a new licensee, to acquire any different title to, or right of occupancy and use in, any of such project property than was necessary to acquire for its own purposes as the Licensee.

Article 7. The actual legitimate original cost of the project, and of any addition thereto or betterment thereof, shall be determined by the Commission in accordance with the Federal Power Act and the Commission's Rules and Regulations thereunder.

Article 8. The Licensee shall install and thereafter maintain gages and stream-gaging stations for the purpose of determining the stage and flow of the stream or streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines; shall provide for the required reading of such gages and for the adequate rating of such stations; and shall install and maintain standard meters adequate for the determination of the amount of electric energy generated by the project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission or its authorized representative. The Commission reserves the right, after notice and opportunity for hearing, to require such alterations in the number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, as are necessary to secure adequate determinations. The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of the project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient records of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

Article 9. The Licensee shall, after notice and opportunity for hearing, install additional capacity or make other changes in the project as directed by the Commission, to the extent that it is economically sound and in the public interest to do so.

Article 10. The Licensee shall, after notice and opportunity for hearing, coordinate the operation of the project, electrically and hydraulically, with such other projects or power systems and in such manner as the Commission may direct in the interest of power and other beneficial public uses of water resources, and on such conditions concerning the equitable sharing of benefits by the Licensee as the Commission may order.

Article 11. Whenever the Licensee is directly benefited by the construction work of another licensee, a permittee, or the United States on a storage reservoir or other headwater improvement, the Licensee shall reimburse the owner of the headwater improvement for such part of the annual charges for interest, maintenance, and depreciation thereof as the Commission shall determine to be equitable, and shall pay to the United States the cost of making such determination as fixed by the Commission. For benefits provided by a storage reservoir or other headwater improvement of the United States, the Licensee shall pay to the Commission the amounts for which it is billed from time to time for such headwater benefits and for the cost of making the determinations pursuant to the then current regulations of the Commission under the Federal Power Act.

Article 12. The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

Article 13. On the application of any person, association, corporation, Federal agency, State or municipality, the Licensee shall permit such reasonable use of its reservoir or other project properties, including works, lands and water rights, or parts thereof, as may be ordered by the Commission, after notice and opportunity for hearing, in the interests of comprehensive development of the waterway or waterways involved and the conservation and utilization of the water resources of the region for water supply or for the purposes of steam-electric, irrigation, industrial, municipal or similar uses. The Licensee shall receive reasonable compensation for use of its reservoir or other project properties or parts thereof for such purposes, to include at least full reimbursement for any damages or expenses which the joint use causes the Licensee to incur. Any such compensation shall be fixed by the Commission either by approval of an agreement between the Licensee and the party or parties benefiting or after notice and opportunity for hearing. Applications shall contain information in sufficient detail to afford a full understanding of the proposed use, including satisfactory evidence that the applicant possesses necessary water rights pursuant to applicable State law, or a showing of cause why such evidence cannot concurrently be submitted, and a statement as to the relationship of the proposed use to any State or municipal plans or orders which may have been adopted with respect to the use of such waters.

Article 14. In the construction or maintenance of the project works, the Licensee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its transmission lines and telegraph, telephone and other signal wires or power transmission lines constructed prior to its transmission lines and not owned by the Licensee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structures or wires falling or obstructing traffic or endangering life. None of the provisions of this article are intended to relieve the Licensee from any responsibility or requirement which may be imposed by any other lawful authority for avoiding or eliminating inductive interference.

Article 15. The Licensee shall, for the conservation and development of fish and wildlife resources, construct, maintain, and operate, or arrange for the construction, maintenance, and operation of such reasonable facilities, and comply with such reasonable modifications of the project structures and operation, as may be ordered by the Commission upon its own motion or upon the recommendation of the Secretary of the Interior or the fish and wildlife agency or agencies of any State in which the project or a part thereof is located, after notice and opportunity for hearing.

Article 16. Whenever the United States shall desire, in connection with the project, to construct fish and wildlife facilities or to improve the existing fish and wildlife facilities at its own expense, the Licensee shall permit the United States or its designated agency to use, free of cost, such of the Licensee's lands and interests in lands, reservoirs, waterways and project works as may be reasonably required to complete such facilities or such improvements thereof. In addition, after notice and opportunity for hearing, the Licensee shall modify the project operation as may be reasonably prescribed by the Commission in order to permit the maintenance and operation of the fish and wildlife facilities constructed or improved by the United States under the provisions of this article. This article shall not be interpreted to place any obligation on the United States to construct or improve fish and wildlife facilities or to relieve the Licensee of any obligation under this license.

Article 17. The Licensee shall construct, maintain, and operate, or shall arrange for the construction, maintenance, and operation of such reasonable recreational facilities, including modifications thereto, such as access roads, wharves, launching ramps, beaches, picnic and camping areas, sanitary facilities, and utilities, giving consideration to the needs of the physically handicapped, and shall comply with such reasonable modifications of the project, as may be prescribed hereafter by the Commission during the term of this license upon its own motion or upon the recommendation of the Secretary of the Interior or other interested Federal or State agencies, after notice and opportunity for hearing.

Article 18. So far as is consistent with proper operation of the project, the Licensee shall allow the public free access, to a reasonable extent, to project waters and adjacent project lands owned by the Licensee for the purpose of full public utilization of such lands and waters for navigation and for outdoor recreational purposes, including fishing and hunting: Provided, That the Licensee may reserve from public access such portions of the project waters, adjacent lands, and project facilities as may be necessary for the protection of life, health, and property.

Article 19. In the construction, maintenance, or operation of the project, the Licensee shall be responsible for, and shall take reasonable measures to prevent, soil erosion on lands adjacent to streams or other waters, stream sedimentation, and any form of water or air pollution. The Commission, upon request or upon its own motion, may order the Licensee to take such measures as the Commission finds to be necessary for these purposes, after notice and opportunity for hearing.

Article 20. The Licensee shall consult with the appropriate State and Federal agencies and, within one year of the date of issuance of this license, shall submit for Commission approval a plan for clearing the reservoir area. Further, the Licensee shall clear and keep clear to an adequate width lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which results from the clearing of lands or from the maintenance or alteration of the project works. In addition, all trees along the periphery of project reservoirs which may die during operations of the project shall be removed. Upon approval of the clearing plan all clearing of the lands and disposal of the unnecessary material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission and in accordance with appropriate Federal, State, and local statutes and regulations.

Article 21. If the Licensee shall cause or suffer essential project property to be removed or destroyed or to become unfit for use, without adequate replacement, or shall abandon or discontinue good faith operation of the project or refuse or neglect to comply with the terms of the license and the lawful orders of the

Commission mailed to the record address of the Licensee or its agent, the Commission will deem it to be the intent of the Licensee to surrender the license. The Commission, after notice and opportunity for hearing, may require the Licensee to remove any or all structures, equipment and power lines within the project boundary and to take any such other action necessary to restore the project waters, lands, and facilities remaining within the project boundary to a condition satisfactory to the United States agency having jurisdiction over its lands or the Commission's authorized representative, as appropriate, or to provide for the continued operation and maintenance of nonpower facilities and fulfill such other obligations under the license as the Commission may prescribe. In addition, the Commission in its discretion, after notice and opportunity for hearing, may also agree to the surrender of the license when the Commission, for the reasons recited herein, deems it to be the intent of the Licensee to surrender the license.

Article 22. The right of the Licensee and of its successors and assigns to use or occupy waters over which the United States has jurisdiction, or lands of the United States under the license, for the purpose of maintaining the project works or otherwise, shall absolutely cease at the end of the license period, unless the Licensee has obtained a new license pursuant to the then existing laws and regulations, or an annual license under the terms and conditions of this license.

Article 23. The terms and conditions expressly set forth in the license shall not be construed as impairing any terms and conditions of the Federal Power Act which are not expressly set forth herein.

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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

MEMORANDUM

TO: Clive Strong, Idaho Attorney General's Office

THRU: L. Glen Saxton, Norman C. Young

FROM: David R. Tuthill, Jr. DRT

DATE: June 11, 1985

RE: Status of Water Rights with Respect to the Crystal Springs Hydroelectric Company Hydropower Project on Cedar Draw Creek, Project No. 8278

This memorandum has been prepared at the request of Norman C. Young to apprise the Attorney General's Office of the status of water rights on the above-referenced FERC project.

On November 10, 1981, this Department received two Applications for Permit to develop water rights on Cedar Draw Creek tributary to the Snake River. One was filed in the name of LeRoy Byland and Dave Millard, and the other was filed in the name of Cedar Falls Generating Co. The applications were assigned Nos. 47-7767 and 47-7768 respectively, and were advertised. No protests were received.

During the next three years these applicants filed a variety of documents with the Department and FERC regarding the proposed projects. On December 20, 1984, they filed amended applications to replace the original applications, and on December 24, 1985, filed assignments to change the name to the Crystal Springs Hydroelectric Co. These amended applications were advertised and were protested by the Idaho Department of Fish and Game (IDFG).

On December 27, 1984, the applicants filed a third application to provide for an additional rate of flow for the same project. This application was assigned No. 47-7991 and was advertised. It was also protested by IDFG.

The Department has been apprised of the documents filed with FERC with respect to this hydroelectric project, including an Application for Preliminary Permit, an Application for License filed in May, 1983, and the most recent Application for License which was filed with FERC on May 24, 1984. There did not appear to be a need for the Department to

respond or intervene in the FERC actions because the applicants were cooperating fully with the requirements of the Department.

Now that the Order has been issued granting a Major License for FERC Project No. 8278, the Department will contact IDFG regarding withdrawal of their standard hydropower project protests from the above-referenced water right applications so further water right processing can continue.



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

February 6, 1985

Crystal Springs Hydroelectric Co.
Cedar Draw Creek
P. O. Box 1892
Twin Falls, Idaho 83301

Re: Amended Application for Permit No.'s 47-7767 & 47-7768

Gentlemen:

Enclosed is a copy of a protest filed against the issuance of a permit pursuant to your above referenced applications. The Department suggests you contact the protestant directly in an effort to determine the nature of the protest and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying an application for permit (Section 42-203, IDAHO CODE):

1) Will the proposed use reduce the quantity of water under existing rights?

2) Is the proposed water supply insufficient for the purposes intended?

3) Is the application made in good faith or for delay or speculative purposes?

4) Has the applicant sufficient financial resources with which to complete the project?

5) Will the proposed use conflict with the local public interest?

If this office can be of further assistance, please contact us.

Very truly yours,

LOREN O. HOLMES
Southern Region Supervisor

LOH:marya

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

February 6, 1985

William E. Webb, Supervisor
Idaho Deparftment of Fish & Game
Region 4
Box 428
Jerome, Idaho 83338

Re: Amended Applications for Permit No.'s 47-7767 & 47-7768

Dear Mr. Webb:

Your protest against the approval of the above referenced applications has been received and a copy has been sent to the applicant. The Department suggests you contact the applicant directly in an effort to determine what is proposed by the application and to attempt to resolve the protest.

If you do not advise us within twenty (20) days that the protest has been resolved, the matter will be scheduled for conference and/or hearing. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying an application for permit (Section 42-203, IDAHO CODE):

1) Will the proposed use reduce the quantity of water under existing rights?

2) Is the proposed water supply insufficient for the purposes intended?

3) Is the application made in good faith or for delay or speculative purposes?

4) Has the applicant sufficient financial resources with which to complete the project?

5) Will the proposed use conflict with the local public interest?

If this office can be of further assistance, please contact us.

Very truly yours,

LOREN O. HOLMES
Southern Region Supervisor

LOH:mervs

IDAHO DEPARTMENT OF FISH AND GAME
REGION 4
868 East Main • Box 428
Jerome • Idaho • 83338

RECEIVED
JAN 9 1985
Department of Water Resources
Southern District Office

January 7, 1985

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

Re: Amended Applications for Permit No.'s 47-7767 and 47-7768,
Crystal Springs Hydroelectric Company, Cedar Draw Creek

Dear Loren:

The Department of Fish and Game protests the granting of Applications For Permit No.'s 47-7767 and 47-7768 by the Crystal Springs Hydroelectric Company on Cedar Draw Creek until satisfactory instream flow requirements are agreed upon.

Sincerely,

William E. Webb
Supervisor, Region 4

WEW:RJB:ar

cc: Bureau of Program Coordination
Bureau of Fisheries

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

January 3, 1985

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

Re: Notice of Amended Applications for Permit No. 47-7768 & 47-7767

Gentlemen:

Enclosed you will find 2 legal notices which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

Mary A. Newby
Sec/Office Coord.

Encl:

RECEIVED

NOTICE OF AMENDED APPLICATION FOR PERMIT

NO. 47-7768

Notice is hereby given that Application for Permit No. 47-7768 in the name of Crystal Springs Hydroelectric Co., of Twin Falls, Idaho has been amended to read as follows:

Priority Date: November 10, 1981

Source: Cedar Draw tributary of Snake River

Amount: 110 cfs

Diversion Point: SW¼NE¼, Sec. 23, T9S, R15E, B.M., Twin Falls County

Use: Power from January 1 to December 31

Place of Use: SW¼NE¼, Sec. 14, T9S, R15E, B.M.

Any protest against the granting of this amended application must be filed with the Director of the Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301 and received on or before January 28, 1985.

A. KENNETH DUNN
Director

Published in Times News on January 10 and January 17, 1985.

NOTICE OF AMENDED APPLICATION FOR PERMIT

NO. 47-7768

Notice is hereby given that Application for Permit No. 47-7768 in the name of Crystal Springs Hydroelectric Co., of Twin Falls, Idaho has been amended to read as follows:

Priority Date: ~~November 19, 1981~~

Source: Cedar Draw tributary, ~~of Snake River~~

Amount: 110 cfs

Diversion Point: SW¼NE¼, Sec. 23, T9S, R15E, B.M., Twin Falls County

Use: Power from January 1 to December 31

Place of Use: SW¼NE¼, Sec. 14, T9S, R15E, B.M.

Any protest against the granting of this amended application must be filed with the Director of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301 and received on or before January 28, 1985.

A. KENNETH DUNN
Director

PUBLISH: Thursdays, January 10, and 17, 1985.

OB
1/4/85

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

January 3, 1985

Warren Travis - Manager
Twin Falls Canal Co.
Box 326
Twin Falls, Idaho 83301

RE: AMENDED Applications for Permits Nos. 47-7767 & 47-7768

Dear Mr. Travis:

Enclosed for your information are copies of notices of applications for water permits which have been filed with this office.

The applications seek to divert surface water within your service area, and may therefore, be of interest to you.

Any permit issued will be subject to all prior water rights and will not constitute an easement or right-of-way upon lands or in ditches not belonging to the applicant.

If you have any questions regarding this application, please feel free to contact this office.

Very truly yours,

LOREN O.HOLMES
Southern Region Supervisor

LOH:marya

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

January 3, 1985

Bob Bell, Regional Fisheries Biologist
Idaho Fish & Game Department
Region #4
P. O. Box 428
Jerome, Idaho 83338

Re: AMENDED Applications for Permits Nos. 47-7767 & 47-7768

Dear Mr. Bell:

Please find enclosed copies of the above referenced applications for permits for your information and files.

Very truly yours,

Mary A. Newby
Sec/Office Coord.

for

Loren O. Holmes
Southern Region Supervisor

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

December 27, 1984

Dave Millard
Crystal Springs Hydroelectric Co.
P. O. Box 1892
Twin Falls, ID 83301

Dear Mr. Millard:

Our office recently received assignments of applications 47-7768, 47-7767, and 47-7672 along with three $20.00 checks which we assume were for paying a fee for filing the assignments. Since the Department does not require a fee for filing assignments please find enclosed your three $20.00 checks number 491 and 493 on the Crystal Springs Ranch account and number 5002 on the Millard account.

Please also find enclosed a copy of our November 9, 1984 letter to you which we have noted what items have been completed and what items remain to be completed.

If you have any questions please feel free to contact our office.

Sincerely,

Allen Merritt
Water Resource Engineer

ADM:adm
Enclosures

MICROFILMED

CRYSTAL SPRINGS RANCH, INC.

22627-152nd SE
KENT, WASHINGTON ~~98031~~ 98042
(206) ~~852-2290~~ 631-1407

RECEIVED
DEC 20 1984
Department of Water Resources
Southern Division Office

December 14, 1984

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

Regarding: Water Rights Application Amendment and Assignment

Dear Loren:

We are transmitting, herewith, the amended applications for 47-7767 and 47-7768 in the name of Crystal Springs Hydroelectric Company with filing fees of $20.00 each. The new application for permit in the name of Crystal Springs Hydroelectric Company for an additional 40 cfs of water at the same site as 47-7767 and 47-7768, is being transmitted under separate cover through Thomas G. Walker, Jr.'s office. The assignment of applications 47-7767, 47-7768 and 47-7672 to be executed by Leroy Bylund were mailed directly to him in Arizona where he is wintering with instructions that these assignments be executed and forwarded to your office. To complete the package, we have attached hereto, the form requesting an extension of time on Permit 47-7607 in the name of Crystal Springs Ranch with a filing fee of $15.00.

We certainly appreciate the assistance you have given us in processing these amended applications, assignment of applications and extension of time request. We wish you the best for the holiday season and the coming year and look forward to getting together with you the next time we are at the ranch.

Best regards,
Crystal Springs Ranch

DRM

David R. Millard, P.E., P.L.S.
Managing Partner

Attachments

cc: Mr. Thomas G. Walker, Jr.
Mr. Leroy Bylund

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

November 9, 1984

Dave Millard
Crystal Springs Hydroelectric Co.
P. O. Box 1892
Twin Falls, ID 83301

Dear Mr Millard:

Per our previous correspondence and telephone conversation, I have prepared the following, which are enclosed.

1) Assignment of application 47-7768, to be executed by Le Roy Bylund, President of Cedar Draw falls Generating Co. Rec'd 12/24/8

2) Amended application 47-7768 in the name of Crystal Springs Hydroelectric Co. Rec'd 12/24

3) Assignment of application 47-7767 to be executed by Le Roy Bylund and Dave Millard. Rec'd 12/24/8

4) Amended application 47-7767 in the name of Crystal Springs Hydroelectric Co. Rec'd 12/20/

5) Assignment of application 47-7672 to be executed by Le Roy Bylund. Rec'd 12/24/84

6) Assignment of permit 47-7607 to be executed by Le Roy Bylund, president of Crystal Springs Ranch Inc.

7) New application for permit in the name of Crystal Springs Hydroelectric Co. for an additional 50 cfs. of water at the same site as 47-7607.

8) Form for requesting extension of time on permit 47-7607- Rec'd 12/20/84

The fee for filing each of the amended applications will be $20.00. The filing fee for the additional 50 cfs will be $725.00

If this office can be of any further assistance, or if you have questions, please feel free to contact us.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

INTER-DEPARTMENT MEMO — 1

FROM Loren Holmes

DATE 11/7/84

TO Files 47-7767, 7768, 7607, 7672

SUBJECT Telephone Conversation with Dave Millard Re: Crystal Springs Hydro -

1) All applications are to be assigned to Crystal Springs Hydroelectric Co.

2) Projects in 47-7767 & 7768 are to be combined & Q increased to 150 cfs

3) Increase Q at 47-7607 by 50 cfs

4) Extension of Time on 47-7607

UNAUTHORIZED

SIGNATURE

Crystal Springs Hydroelectric Company

October 29, 1984

RECEIVED
NOV 5 1984
Department of Water Resources
Southern Division Office

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

Regarding: Energy Generation - Crystal Springs Hydroelectric Company's Cedar Draw Creek Hydroelectric Project, Twin Falls County, Idaho

Dear Loren:

In accordance with your letter dated October 23, 1984, applications for permit Nos. 47-7767 and 47-7768 should be amended as one application as follows:

Applicant: Crystal Springs Hydroelectric Company, a General Partnership
Permit No.:
Priority Date:
Source: Cedar Draw Creek
Diversion Point: SW ¼ of the NE ¼ of Section 23, Township 9 South, Range 15 East, B.M.*
Place of Use: SW ¼ of the NE ¼ of Section 14, Township 9 South, Range 15 East, B.M.*
Quantity: 150 cfs (267 feet of head)

*See attached map at scale 1" = 200'

We have appended hereto the following documents requested by your letter:

(1) Preliminary Construction Cost Estimate
(2) Financial Statements of the general partners (26) with the exception of LeRoy Bylund, Harry F. Brumback, Jr. and Thomas G. Walker, Sr.
(3) Affidavit for water rights to be used for power purposes
(4) $20.00 readvertising fee for permit application 47-7672

Sincerely yours,
Crystal Springs Hydroelectric Co.

David R. Millard, P.E., P.L.S.
Partner

Attachments

cc: Thomas G. Walker, Jr., Attorney at Law

184 SECOND STREET WEST • P.O. BOX 1892 • TWIN FALLS, IDAHO 83301 • (208) 734-9600

EXHIBIT B

CRYSTAL SPRINGS HYDROELECTRIC COMPANY
CEDAR DRAW CREEK HYDROELECTRIC PROJECT (FERC 7448)
COST ESTIMATE SUMMARY/FERC LICENSE APPLICATION

CONSTRUCTION COSTS	
Total Construction Cost	$1,900,000
FINANCING COSTS	
Interim Financing Closing Costs (2%)	44,000
*Permanent Financing Closing Costs (2%)	44,000
Construction Financing Interest	85,000
OTHER COSTS (To Complete the Project)	
*Design/Management/Legal Fees	150,000
TOTAL PROJECT COST	$2,223,000

*General Partners prepaid 1/2 of the closing costs (1%) or $22,000. The General Partners also contributed approximately $100,000 for feasibility studies, geotechnical investigations, surveys, preliminary design, in-stream maintenance analysis, etc.

RECEIVED

EXHIBIT C

CRYSTAL SPRINGS HYDROELECTRIC COMPANY
CEDAR DRAW CREEK HYDROELECTRIC PROJECT (FERC 7448)
CONSTRUCTION COST ESTIMATE/FERC LICENSE APPLICATION

2,000 KW Power Plant	
-Access Road	$ 5,000
-Diversion Structure	
Excavation/Dewatering	$10,000
Spillway Control	5,000
Automatic Control/Butterfly Valve	6,000
Riprap	2,000
Diversion Structure	33,000
Fish/Debris Screen	20,000
	$76,000
-Conveyance Conduit	
Excavation	
Common - 20,400 CY's @ $0.50	$10,200
Rock - 5,100 CY's @ $20.00	102,000
60" Steel pipe (1/4" wall thick) 52.70 + 7.30 + 20.00 = $80 PLF	
5,750 LF @ $80	460,000
Backfill/Bedding-5,750 LF @ $4.00	23,000
Anchors-100 @ $200.00	20,000
Dressler Coupling with thrust blocking-8 @ $2,000.00	16,000
Cathodic Protection	10,000
Bypass Culverts-10 @ $400.00	4,000
Overflow Conduit-24" CMP	5,000
Riprap	2,000
Roadway Fill-21,500 TCY @ $2.00	43,000
	$695,200
-Forebay	
Ladder/Cover/Insulation & Protection-$2.50 per SF	$ 4,000
Transition Elbow (60" to 48")	5,000
10' ϕ Riser	9,000
24" ϕ Port	800
36" ϕ Port	800
48" ϕ Port	1,200
Dressler Coupling	2,000
Excavation/Backfill	2,500
Thrust Blocking	3,500
	$ 28,800
-Penstock	
48" Steel pipe (1/2" wall thick) 1,350 LF @ $75 + $15 = $90	$121,500
Excavation/Backfilling	10,000
Thrust Block	2,750
Anchors-27 @ $1,000 each	27,000
	$161,250
-Turbine/Generator	
Turbine/Generator, including Trifurcation	$550,000
Transmission, including sub-station	250,000
Control Valving	10,000
Powerhouse - 16 X 32	30,000
Transformer - 2,500 KVA	35,000
Excavation Powerhouse/Tailrace/ Channel Discharge	10,000
Protection Equipment	25,000
	$910,000
-Contingency	23,750
TOTAL CONSTRUCTION COST	$1,900,000

DRM 2/8/84

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

A. Kenneth Dunn
Director

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

October 23, 1984

Crystal Springs Hydroelectric Co.
184 Second St. West
P.O. Box 1892
Twin Falls, ID 83301

Gentlemen:

This letter is intended to update you on the status of water permit applications associated with the Cedar Draw Hydroelectric project in T9S R15E. The pending applications for permit are as follows:

47-7672, Le Roy Bylund
Priority date: 7/30/1980
Source: LF Lateral
Diversion point: SW1/4 NE1/4 Sec 23
Place of use: SW1/4 NE1/4 Sec 23

47-7767, Le Roy Bylund and Dave Millard, Partnership
Priority date: 11/10/1981
Source: Cedar Draw
Diversion point: NW1/4 SW1/4 Sec 14
Place of use: NW1/4 NE1/4 Sec 14, SW1/4 NE1/4 Sec 14 (alternates)

47-7768, Cedar Draw Falls Generating Co.
Priority date: 11/10/1981
Source: Cedar Draw
Diversion point: SW1/4 NE1/4 Sec 23
Place of use: NW1/4 NE1/4 Sec 23

Each of the applications proposes a power plant which would use 110 cfs of water under 120 feet of head. Your May, 1984 application for license before FERC proposes a single power plant with the diversion point in the SW1/4 NE1/4 Sec 23 and place of use in the SW1/4 NE1/4 Sec 14, using 110 cfs of water under 267 feet of head.

Before any further action can be taken on the applications by this office, the following information must be submitted for inclusion with the applications in accordance with Title 42, Chapter 2 of the IDAHO CODE:

(1) An itemized estimate of the cost of constructing the project.

(2) A statement of the financial resources which the applicant has committed to the project and the means by which funds are to be provided for construction. Personal and corporate financial statements will be confidentially reviewed in comparison to the cost estimate and returned. Letters from lending institutions or developers indicating a financial committment will retained in your files.

(3) Affidavits to establish residence of the applicants and the ownership of any man - made irrigation works to be used in the project are enclosed. Please complete the appliclable items on the forms and return them to this office.

(4) Application 47-7672 was previously amended. A readvertising fee of $20.00 is due before we can proceed with advertising the amended application.

To avoid future processing delays, you may wish to review the applications at this time and amend them as necessary to make the water rights agree with the current design of the project.

We will continue to hold the applications in this office until the above requested material is received.

If you have questions, or if this office can be of assistance, please contact us.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

Crystal Springs Hydroelectric Company

September 28, 1984

RECEIVED
OCT 5 1984
Department of Water Resources
Southern District Office

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

Regarding: Channel Alteration Permit Application - Crystal Springs Hydroelectric Co.'s Cedar Draw Creek Hydroelectric Project, Twin Falls County, Idaho

Dear Loren:

We are transmitting, herewith, the Stream Channel Alteration Permit Application and FERC License Application for our hydroelectric project, located on Cedar Draw Creek, approximately ½ mile south of the Snake River in Twin Falls County, Idaho. For ease of reference, our diversion structure lies immediately north of the powerhouse shown in the newspaper photo of the McCauley/Bonneville Power Cedar Draw hydroelectric project.

The project lies wholly within lands owned by Cantrell, Wilson and Crystal Springs Ranch. Crystal Springs Ranch has negotiated the purchase of the Wilson Farm, as evidenced by the Real Estate Agreement filed with Twin Falls County. Further, Crystal Springs Ranch has negotiated a land lease with the Cantrells for the life of the project. The proposed project is not visible from any public thoroughfare or facility, nor is it readily accessible to the public except by trespass over private property.

While the project envisions cutting a bench along the Talis Slope, there is no expectations that extensive rock blasting will be required. If blasting is required, it is not expected to affect the stream system, except at the point of diversion. From the diversion structure, traversing north approximately 800 feet, lies a massive bed of boulders which the applicant proposes to cover with gravel in lieu of removing.

184 SECOND STREET WEST • P.O. BOX 1892 • TWIN FALLS, IDAHO 83301 • (208) 734-9600

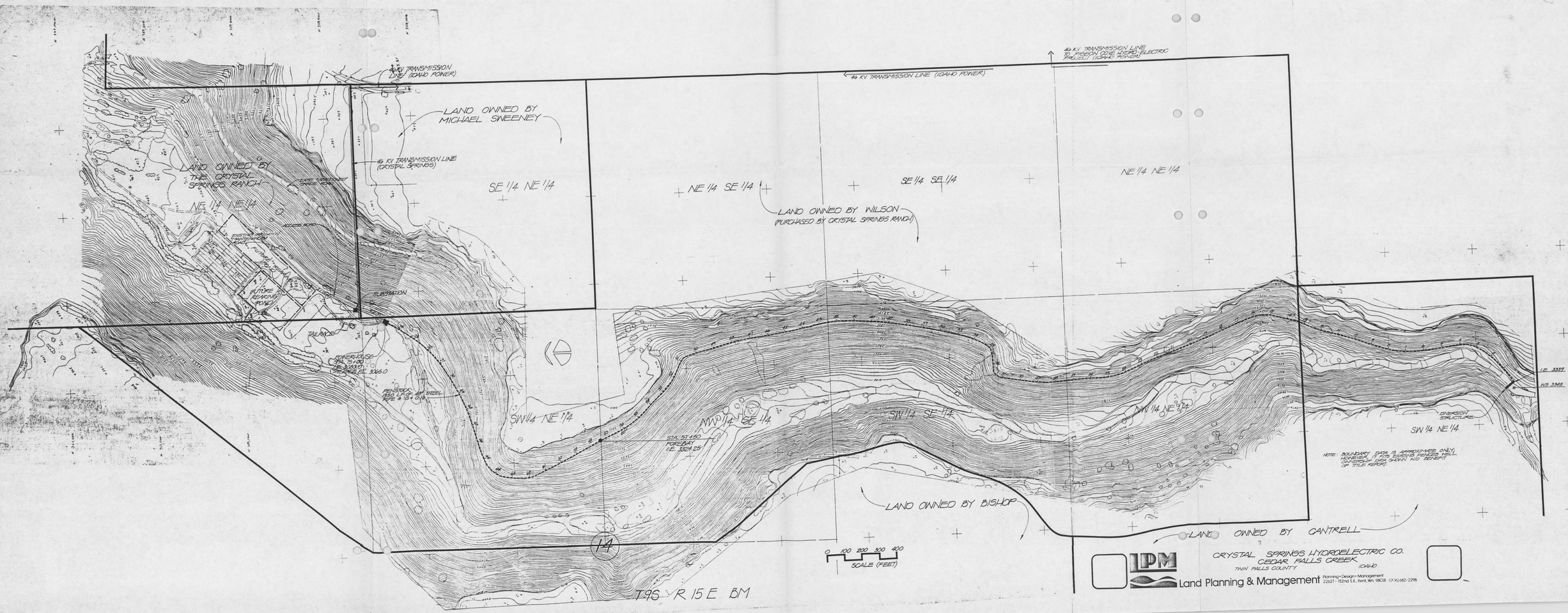
We propose to commence construction of this project in December, striving for a completion date in April, 1985. The energy contract has been issued by Idaho Power Company and approved by the Public Utility Commission. Our FERC license is currently being advertised in the local newspaper. The final design of the project is being performed by J.U.B. Engineers, Inc. through their Twin Falls office. Yourassistance in approving this Stream Channel Alteration Permit Application would be greatly appreciated by us.

Sincerely yours,
Crystal Springs Hydroelectric Co.

David R. Millard, P.E., P.L.S.
Partner

Enclosures

cc: Mr. Thomas G. Walker, Jr.
Idaho Department of Water Resources
Western Regional Office
92 South Cole Road
Boise, Idaho 83705
Corps of Engineers
Walla Walla District
Building 602, City-County Airport
Walla Walla, Washington 99362


46 KV TRANSMISSION LINE (IDAHO POWER)
46 KV TRANSMISSION LINE TO JACKSON COVE HYDRO-ELECTRIC PROJECT (IDAHO POWER)
LAND OWNED BY MICHAEL SWEENEY
46 KV TRANSMISSION LINE (CRYSTAL SPRINGS)
LAND OWNED BY THE CRYSTAL SPRINGS RANCH
EXIST. TURNAROUND GRADE 1236
NE 1/4 NE 1/4
SE 1/4 NE 1/4
NE 1/4 SE 1/4
SE 1/4 SE 1/4
NE 1/4 NE 1/4
LAND OWNED BY WILSON (PURCHASED BY CRYSTAL SPRINGS RANCH)
ACCESS ROAD
SUBSTATION
PROPOSED POWERHOUSE ACCESS ROAD
PROPOSED FISHING ROAD
PROPOSED FISHING TRAIL
TALWOOD
POWERHOUSE DIA. 71.00 FINISH FLOOR EL. 3060.0
PENSTOCK 1850 L.F. @ 48" STEEL PIPE @ 3.4 % S.
SW 1/4 NE 1/4
NW 1/4 SE 1/4
STA. 57+50 FOREBAY W.E. 3064.25
SW 1/4 SE 1/4
SW 1/4 NE 1/4
DIVERSION STRUCTURE
SW 1/4 NE 1/4
I.E. 3339
W.S. 3345
NOTE: BOUNDARY DATA IS APPROXIMATE ONLY. HOWEVER, IT HAS EVIDENCE NEED. CONVERSION DATA SHOWN NO BENEFIT OF TITLE REPORT.
LAND OWNED BY BISHOP
LAND OWNED BY CANTRELL
14
0 100 200 300 400
SCALE (FEET)
T.9S. - R.15 E. BM
CRYSTAL SPRINGS HYDROELECTRIC CO.
CEDAR FALLS CREEK
TWIN FALLS COUNTY
IDAHO
LPM
Land Planning & Management
Planning • Design • Management
22627 - 152nd S.E. Kent, Wn. 98031 (Y.W.) 682-2296

JOINT APPLICATION FOR PERMIT
U.S. ARMY CORPS OF ENGINEERS
AND
STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES
STATE OF IDAHO, DEPARTMENT OF LANDS

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act. These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho, Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-142 et. seq, Idaho Code. This application will meet the requirements of the above agencies.

The applicant has sent copies of this application to the agencies checked: ID Dept. Water Res. - Boise [ ], Couer d'Alene [ ]; ID Dept. Lands [ ], Corps of Engineers - Walla Walla [X], Seattle [ ], Sacramento [ ].

PLEASE TYPE OR PRINT

AGENCY USE

1. Corps of Engineers # _____
Date Received _____

2. State of Idaho # _____
Date Received _____

AGENCY USE

3. NAME OF APPLICANT Crystal Springs Hydroelectric Co.
Address 184 Second Street West
P. O. Box 1892
City, State, Zip Code Twin Falls, Idaho 83301
Phone: Work Area (208) 734-9600 Home Area ( )
Date of Application September 28, 1984

4. AUTHORIZED AGENT David R. Millard
Address 22627 - 152nd Southeast
City, State, Zip Code Kent, Washington 98042
Phone: Work Area (206) 631-1407 Home Area (206) 631-5202

5. Location where proposed activity exists or will occur.

Name of waterway Cedar Draw Creek
Tributary of Snake River
Filer, Idaho
In or near city or town
Twin Falls, County Idaho State 83301 Zip Code

42 ° 37 ' 40 " Latitude 114 ° 39 ' 30 " Longitude
(Required when activity is located in Corps of Engineers Seattle Distict - See Appendix A)

Assessor's Description
_____ _____ _____
Or
Tract or Gov. Lot
See attached legal description
Sec. Twp. Rge.

6. Describe the proposed activity, including description of the type of structures, if any to be erected on fills, or pile or float-supported platforms. If additional space is needed, use a separate sheet. Note: Applications for Department of the Army permits must include one set of reproducible drawings no larger than 8½ x 11 inches in size.

Describe the proposed activity in detail: See attached project description

7. Purpose and intended use:

Commercial Energy generation Public _____ Private _____ Other _____

Describe Production of electricity by hydroelectric facility located on Cedar Draw Creek

Length of project along stream or extension into lake or reservoir: Diversion structure - 50 feet along the bank and across the channel

Stream gradient: Lower Reach 0.00297 / Upper Reach 0.01426 ft. per ft.

Will material be placed waterward of ordinary high water mark? Yes. Diversion structure

Will material be placed in adjacent wetlands? No.

Type of fill material: Reinf. conc./riprap (i.e. sand, etc.) Material Source: Ranch pits

Volume of material to be placed 50 CY of conc./30CY of riprap (cubic yards)

Will excavation be required? Yes Disposal Site Location: Adjacent to creek

Method of diverting flow, if needed: Coffer dam

Method of controlling turbidity: Clean riprap / clean forms

8. Proposed Starting Date of Project December 1, 1984 Estimated Duration of Project June 1, 1985

Describe construction methods and equipment: Diversion structure will be constructed utilizing stan construction equipment, i.e., backhoe/crane/dozer; conveyance pipe "bed" will be built with dozer and backhoe; forebay and powerhouse foundation and tailrace excavation will be performed with dozer and backhoe. If bedrock is encountered, it will be removed by drillin and blasting. The pipeline will be welded together in the field, while the diversion structure and powerhouse will be build with poured in-place concrete.

9. If any portion of the activity is complete indicate month and year of completion _____ Indicate the existing work on the drawings.

10. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

Derek and Georgia Cantrell	Route # 4, Buhl, Idaho 83316
Wilson Farms, c/o Crystal Springs Ranch	P. O. Box 109, Buhl, Idaho 83316
Crystal Springs Ranch	P. O. Box 109, Buhl, Idaho 83316

11. LEGAL OWNER IF OTHER THAN APPLICANT Derek and Georgia Cantrell

Address Route No. 4,

City, State, Zip Code Buhl, Idaho 83316

Phone: Work Area ( ) Home Area ( )

12. List other applications, approvals or certifications from other Federal, interstate, state, or local agencies for any structures, constructions, discharges, deposits, or other activities described in this application.

Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
Twin Falls Co.	Special Use		June 27, 1984	September 13, 1984

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? [ ] YES [X] NO (If "Yes" explain)

14. Preparation of drawings. One set of original or good quality reproducible drawings must be attached to this application. Drawings attached to Department of the Army permit applications must be no larger than 8½ x 11 inches in size. See the instruction pamphlet for instructions and a checklist for completing the drawings.

15. Remarks or additional information: See FERC License Application appended hereto.

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed or completed work.

September 26 1984
Date

Signature of Applicant (Required)

The application must be signed by the applicant. If an authorized agent is to be designated, Item 4 and the following information should be completed.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a Federal permit is issued, I must sign the permit.

Date | Signature of Authorized Ageny (if applicable) | Signature of Applicant (if applicable)

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.

DO NOT SEND PROCESSING FEE WITH APPLICATION

RECEIVED

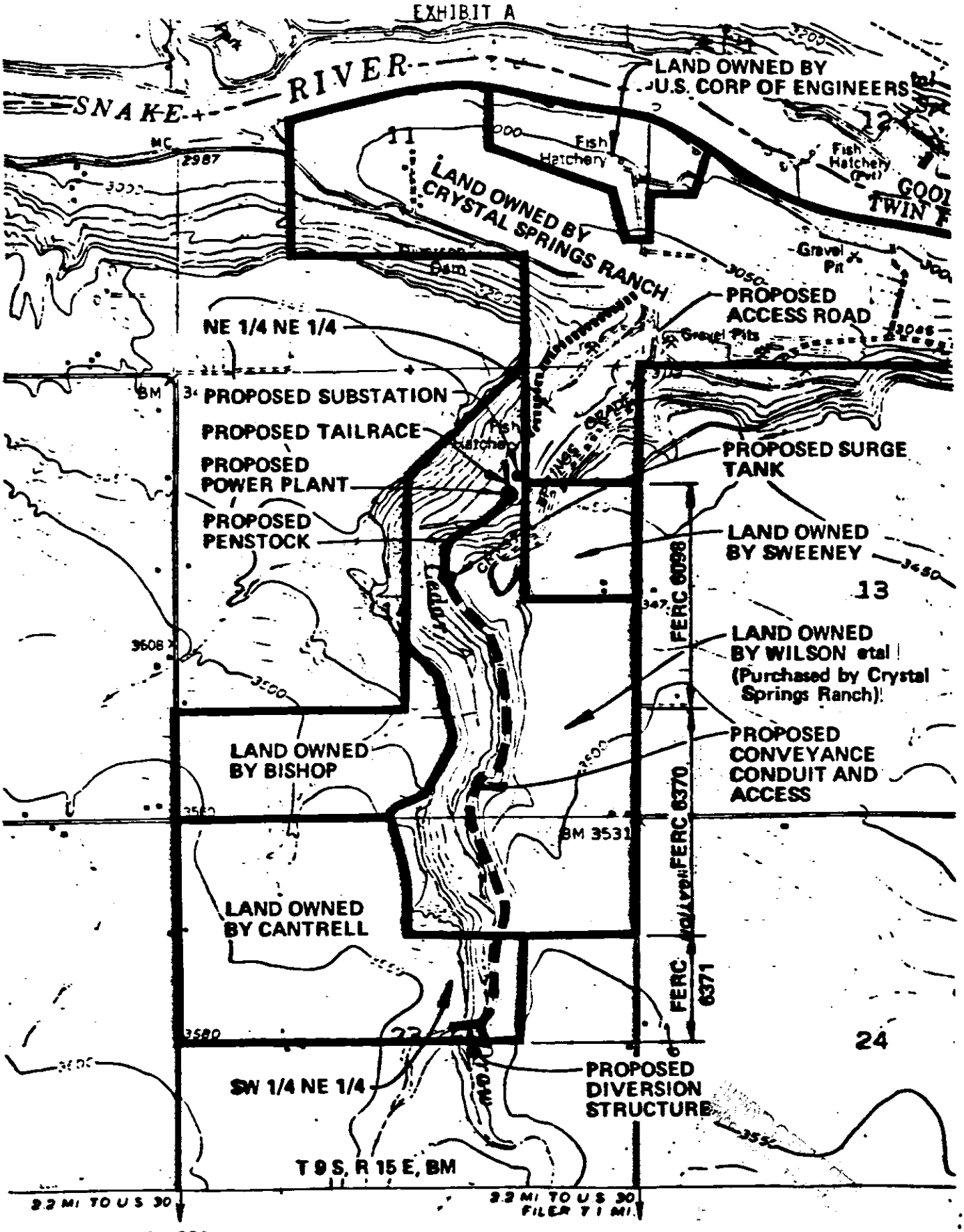
EXHIBIT "A"

Attachment to Stream Channel Alteration Permit

LEGAL/PROJECT DESCRIPTION

The proposed project consists of (a) Diversion structure in the SW ¼ of NE ¼ of Section 23, Township 9 South, Range 15 East, B.M.; (b) 5,750 feet of 60-inch welded steel pipe conduit through the W ½ of the NE ¼ of said Section 23 and W ½ of SE ¼ of Section 14, Township 9 South, Range 15 East, B.M.; (c) 10-foot diameter steel forebay surge standpipe; (d) 1,350 feet of 54-inch penstock in the SW ¼ of the NE ¼ of Section 15, Township 9 South, Range 15 East, B.M.; (e) powerhouse with 3 turbines and generators of 1,048, 776 and 617 KW ratings with space for another turbine-generator of size to be selected in the future; (f) controls and switch gear; (g) 2,500 KVA step-up transformer 4,160 volt to 46 KV which is the Idaho Power Company voltage; and (h) an intertie to the Idaho Power Company transmission line. The general location of this facility is shown in the Ownership/ Vicinity map (revised 2/24/84), attached hereto; greater detail of the system is shown on a 1" = 400' topographic map, titled Project Map (revised 2/24/84), attached hereto.

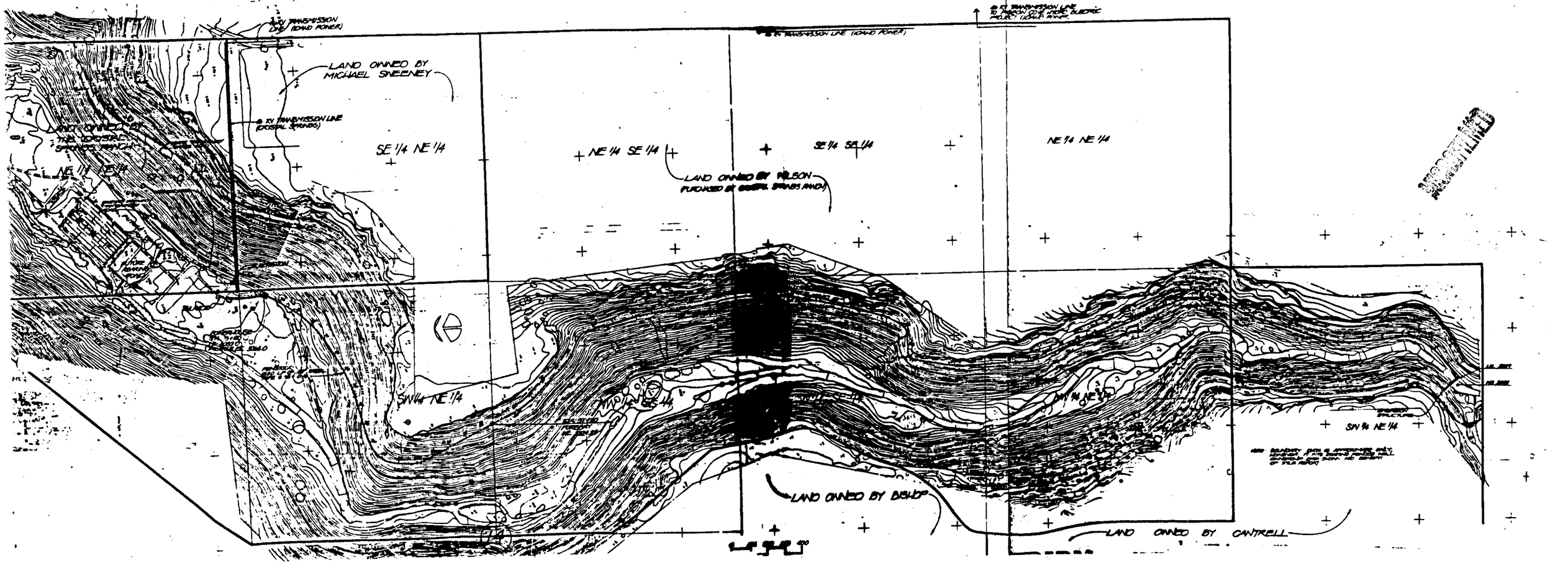
EXHIBIT A



Contour Interval = 10ft.

OWNERSHIP/VICINITY MAP
Cedar Draw Creek Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

Revised (2/1/94)


LAND OWNED BY MICHAEL SWEENEY
LAND OWNED BY THE GOSPEL SPRINGS BRANCH
SE 1/4 NE 1/4
NE 1/4 SE 1/4
SE 1/4 SE 1/4
NE 1/4 NE 1/4
LAND OWNED BY WILSON
PURCHASED BY GOSPEL SPRINGS AMOCO
SW1/4 NE 1/4
SW 1/4 NE 1/4
LAND OWNED BY BISHOP
LAND OWNED BY CANTRELL

Twin Falls County
Planning and Zoning Administration

634 ADDISON AVENUE WEST TELEPHONE 734-3300
TWIN FALLS, IDAHO 83301

September 24, 1984

Crystal Springs Ranch, Inc.
22627 152nd Southeast
Kent, Washington 98042
Attn: David Millard

Re: Crystal Springs Hydro-electric Co.
Conditional Use Permit

Dear Mr. Millard,

No appeal has been filed to the Twin Falls County Planning and Zoning Board's decision to grant your request for a Conditional Use to place the Hydro-electric generating plant located ½ mile South of the Snake River on Cedar Draw Creek, in portions of Section 14 and 23, Township 9 South, Range 15 East, B.M.

This letter serves as your Conditional Use Permit to proceed under the guidelines submitted in your plans. Please note that required building permits must be secured for any structures, and may be obtained through this office.

Very truly yours,

Lee Taylor, Administrator
and Building Official

LT/sm

cc: Zone Chairman
County Commission

47-7768

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Thomas Leo and Rebecca Rose McCauley) Project No. 6443-000
Cedar Draw Falls Generating Company) 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 Leo 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 any letters of comment by these agencies which have been forwarded to the Applicant in conjunction with this exemption.

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

Based on the terms and conditions required by Federal and state fish and wildlife agencies, the environmental information in the application for exemption, other public comments, and staff's independent analysis, issuance of this order is not a major Federal action 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 Leo 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 §4.106 of the Commission's regulations attached hereto as Form E-2, 18 C.F.R. §4.106, 45 Fed. Reg. 76115 (November 18, 1980), and the following Special 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.

DOCUMENT FILMED

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Thomas Leo 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)

Take notice that on June 17, 1982, Thomas Leo and Rebecca Rose McCauley, (Applicant) filed an application, under Section 408 of the Energy Security Act of 1980 (Act) (16 U.S.C. §§2705, and 2708 as amended), for exemption of a proposed hydroelectric project from licensing under Part I of the Federal Power Act. The proposed small hydroelectric Project No. 6443 would be located on Cedar Draw Creek, in Twin Falls County, Idaho. Correspondence with the Applicant should be directed to: Thomas Leo and Rebecca Rose McCauley, Rt. 4, Box 139, Buhl, Idaho 83316.

Project Description - The proposed project would consist of: (1) a 3-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 253 kW; and (4) appurtenant facilities. The Applicant estimates a 2,000,000 kWh average annual energy production.

Purpose of Exemption - An exemption, if issued, gives the Exemptee priority of control, development, and operation of the project under the terms of the exemption from licensing, and protects the Exemptee from permit or license applicants that would seek to take or develop the project. 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 Coordination Act. General comments concerning the project and its resources are requested; however, specific terms and conditions to be included as a condition of exemption must be clearly identified in the agency letter. If an agency does not file terms and conditions within this time period, that agency will be presumed to have none. Other Federal, State, and local agencies are requested to provide any comments they may have in accordance with their duties and responsibilities. No other formal requests for comments will be made. Comments should be confined to substantive issues relevant to the granting of an exemption. If an agency does not file comments within 60 days from the date of issuance of this notice, it will be presumed to have no comments. One copy of an agency's comments must also be sent to the Applicant's representatives.

DC-A-40

Competing Applications - Any qualified license applicant desiring to file a competing application must submit to the Commission, on or before [illegible] either the competing license application that proposes to develop at least 7.5 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 18 C.F.R. §4.33(b) and (c) (1980). A competing license application must conform with the requirements of 18 C.F.R. §4.33(a) 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, 18 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 [illegible].

Filing and Service of Responsive Documents - Any filings must bear in all capital letters the title "COMMENTS", "NOTICE OF INTENT TO FILE COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "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 those copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, NE., 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 RB 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.

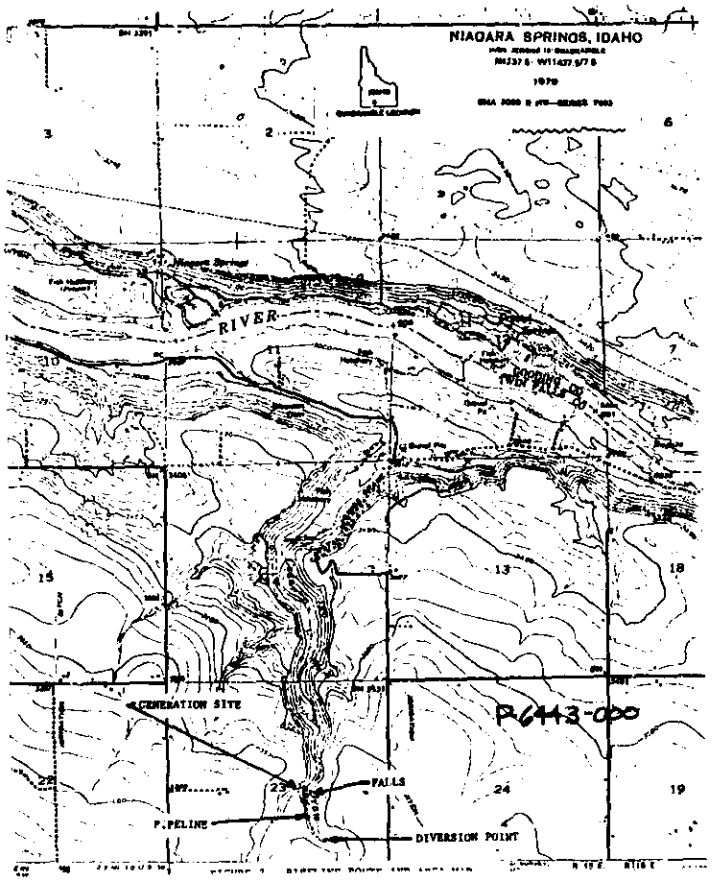
Kenneth F. Plumb
Secretary

-3-

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

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

Attachment
E-2 Form



§ 4.106 Standard terms and conditions of exemption from licensing.

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

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

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

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

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

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

State of Idaho P-6371
Dept. of Water Resources
State House
Boise, Idaho 83720

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426
EQUAL OPPORTUNITY EMPLOYER

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FEDERAL ENERGY REGULATORY COMMISSION
FERC-361
FIRST CLASS MAIL

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Cedar Draw Falls Generating Company) Project No. 6371-000

NOTICE OF APPLICATION FOR PRELIMINARY PERMIT

(July 6, 1982)

Take notice that Cedar Draw Falls Generating Company (Applicant) filed on May 26, 1982, an application for preliminary permit [pursuant to the Federal Power Act, 16 U.S.C. §§791(a) - 825(r)] for Project No. 6371 to be known as the Cedar Draw Hydroelectric Project located on Cedar Draw Creek in Twin Falls County, Idaho. The application is on file with the Commission and is available for public inspection. Correspondence with the Applicant should be directed to: Mr. L.R. Bylund, President, Cedar Draw Falls Generating Company, P.O. Box 109, Buhl, Idaho 83316.

Project Description - The proposed project would consist of Alternative No. 1 or Alternative No. 2. Alternative No. 1 would consist of: (1) a 6-foot-high, 30-foot-long diversion structure; (2) two 54-inch-diameter, 200-foot-long penstocks; (3) a powerhouse containing two generating units with a combined rated capacity of 1,500 kW; and (4) appurtenant facilities. Alternative No. 2 would consist of: (1) a 6-foot-high, 30-foot-long diversion structure; (2) a 54-inch-diameter, 750-foot-long penstock; (3) a powerhouse containing a generating unit with a rated capacity of 1,550 kW; and (4) appurtenant facilities. The Applicant estimates in Alternative No. 1 and Alternative No. 2 a 10,249,200 kWh and 10,590,840 kWh average annual energy production, respectively.

Proposed Scope of Studies under Permit - A preliminary permit, if issued, does not authorize construction. Applicant has requested a 36-month permit to prepare a definitive project report including preliminary designs, and geological, environmental, and economic feasibility studies. The cost of forementioned activities along with preparation of an environmental impact report, obtaining agreements with Federal, State, and local agencies, and preparing a license application is estimated by the Applicant to be $27,500. Power would be sold to Idaho Power Company.

Competing Applications - Anyone desiring to file a competing application for preliminary permit must submit to the Commission, on or before SEP 17 1982, the competing application itself, or a notice of intent to file such an application [see: 18 C.F.R. §4.30 et. seq. (1981); and Docket No. RM81-15, issued October 29, 1981, 46 Fed. Reg. 55245, November 9, 1981.]

DC-A-16

RECEIVED
JUL 12 1982
Department of Water Resources

The Commission will accept applications for license or exemption from licensing, or a notice of intent to submit such an application in response to this notice. A notice of intent to file an application for license or exemption must be submitted to the Commission on or before SEP 17 1982, and should specify the type of application forthcoming. Any application for license or exemption from licensing must be filed in accordance with the Commission's regulations [see: 18 C.F.R. §4.30 et. seq. or §4.101 et. seq. (1981), as appropriate].

Submission of a timely notice of intent to file an application for preliminary permit, allows an interested person to file an acceptable competing application for preliminary permit no later than NOV 16 1982.

Agency Comments - Federal, State, and local agencies are invited to submit comments on the described application. (A copy of the application may be obtained by agencies directly from the Applicant.) If an agency does not file comments within the time set below, it will be presumed to have no comments.

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, 18 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 SEP 17 1982.

Filing and Service of Responsive Documents - Any filings must bear in all capital letters the title "COMMENTS", "NOTICE OF INTENT TO FILE COMPETING APPLICATION", "COMPETING APPLICATION", "PROTEST", or "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 those copies required by the Commission's regulations to: Kenneth F. Plumb, Secretary, Federal Energy Regulatory Commission, 825 North Capitol Street, NE., 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 RB 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

NOTICE PUBLISHED

CONTOUR INTERVAL = 10 FT.

P-6371-000

EXHIBIT A
VICINITY MAP

CEDAR DRAN HYDRO-ELECTRIC PROJECTS
CEDAR DRAN FALLS GENERATING CO.
TWIN FALLS COUNTY, IDAHO

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426

POSTAGE AND FEES PAID
FEDERAL ENERGY REGULATORY COMMISSION
FERC-351
FIRST CLASS MAIL

State of Idaho P-6371
Dept. of Water Resources
State House
Boise, Idaho 83720

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

January 21, 1982

Cedar Draw Falls Generating Company
% Roy Bylund
P. O. Box 109
Buhl, Idaho 83316

Re: Application for Permit No. 47-7768

Dear Mr. Bylund:

As you were advised by our letter to you dated November 18, 1981, the following information must be submitted for inclusion with your application No. 47-7768 to appropriate water for power generation:

1) A plan of the facility. This must include a scale drawing showing the proposed layout of the plant on the property, and must give approximate locations, dimensions, and elevations of all major components of the facility.

2) An itemized estimate of the cost of constructing the facility.

3) A statement of the financial resources of the applicant and the means by which funds are to be provided for construction of the project. This information will be reviewed in confidence and returned to you.

4) An affidavit of residency and completion of the bottom portion of the affidavit. Please find the affidavit form enclosed.

Regional office processing of your application has been completed and we propose to forward your application to the IDWR State Office on February 26, 1982. If the above requested information has not been received by that date, it will be necessary to forward your application for final action with a recommendation that it be denied.

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

Sincerely,

Allen D. Merritt
Senior Water Resource Analyst

ADM:marya

cc: John Rosholt

Encl:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

January 21, 1982

Warren Travis
Twin Falls Canal Co.
Box 326
Twin Falls, Idaho 83301

Re: Application for Permit No. 47-7767, 47-7768, 47-7763, 47-7765

Dear Mr. Travis:

Enclosed for your information is a copy of a notice of application for water permit which has been filed with this office.

The application seeks to divert surface water within your service area, and may therefore, be of interest to you.

Any permit issued will be subject to all prior water rights and will not constitute an easement or right-of-way upon lands or in ditches not belonging to the applicant.

If you have any questions regarding this application, please feel free to contact this office.

Very truly yours,

Loren O. Holmes
Southern Region Supervisor

LOH:marya

Encl:

RECEIVED DEC 7 1981

LPM Land Planning & Management

22627 - 152nd S.E., Kent, Washington 98031 206/682-2296

December 2, 1981

RECEIVED
DEC 8 1981
Department of Water Resources
Southern District Office

Mr. John A. Rosholt
Nelson, Rosholt, Robertson, Tolman & Tucker
Attorneys at Law
P. O. Box 1906
Idaho Falls, Idaho 83301

Regarding: Cedar Draw Hydroelectric Projects - "Crystal Springs Ranch", Filer, Idaho

Dear John:

In analyzing the Cedar Draw corridor, utilizing the 15-minute geological survey quad (Niagra Springs) whereby we have superimposed the data developed by your office contained in Water Right Permit Applications for said three sites, we do not feel that we can adequately prepare the application for license prior to receipt of the topographic mapping of Cedar Draw from the south property line of our ranch up to and including the Two Falls area. We have authorized J-U-B Engineering Co. to undertake and complete the mapping of Cedar Draw at their earliest convenience and anticipate receiving said survey before the end of 1981.

If you feel that it is imperative to process these applications for licensing prior to the first of 1982, please advise us accordingly and we will bring our electrical engineer to Twin Falls to attempt to perform the work without benefit of said survey. We anticipate that from an environmental standpoint, the construction of the hydroelectric projects within this stretch of Cedar Draw could be a "ticklish" issue and it would behoove us to have a well thought out program to mitigate these types of concerns.

We would appreciate it if you could provide us with historical flow measurements of Cedar Draw Creek and/or creeks for our use in compiling these applications. We will await your decision in this matter regarding the preparation of said applications, with or without the survey imformation.

Sincerely yours,
Land Planning & Management, Inc.

David R. Millard, P.E., P.L.S.
President

cc: Mr. Roy Bylund

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER
ATTORNEYS AT LAW
P. O. BOX 1906
TWIN FALLS, IDAHO 83301
TELEPHONE (208) 734-0700

THOMAS G. NELSON
JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER

SUN VALLEY-KETCHUM OFFICE
P.O. BOX 2399
SUN VALLEY, IDAHO 83353
TELEPHONE (208) 726-4491

November 19, 1981

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

Attention: Jim Stanton

Dear Jim:

On the application in the name of Cedar Draw Falls Generating Company, asking for the use of 110 c/f/s transmitted to you last week under note of November 9, 1981, I am not sure that I still have the representations right under questions 9 (a) and (b).

As best I understand it, Cantrell, who is a stockholder in Cedar Draw Falls Generating Company will lease land at the point of diversion to the corporation. The answer to 9(b) should be the Asher Wilson estate owns the land at the place of use.

In answer to 9(c), it should read that the applicant has secured an agreement for the use of property at the point of diversion. There has been no permission obtained for the use of the land at the place of use.

Please enclose this letter in the file in hopes of straightening it out. Also feel free to note these changes on the application itself. If you desire another power of attorney in the file, please advise and I will get one for you.

Thanks for your continuing cooperation.

Sincerely,

John A. Rosholt

JOHN A. ROSHOLT

JAR:bg

cc: Fred Decker

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Southern Region

1941 Blue Lakes Blvd N.
Twin Falls, Idaho 83301
(208) 734-3578

NOVEMBER 19, 1981

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 DECEMBER 14, 1981.

Yours truly,

Mary A. Hill
Secretary

Encl.

RECEIVED

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:

47-7768

CEDAR DRAW FALLS GENERATING CO.

C/O ROY BYLUND, P.O. BOX 109, BUHL, ID 83316

Source: CEDAR DRAW tributary to SNAKE RIVER

Date Filed: 11/10/1981

Amount: 110.00 CFS

Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.

Use: POWER (110.00 CFS) from 01/01 to 12/31

Place of Use: NWNE Sec 23 T 09S R 15E

Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

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 DECEMBER 14, 1981.

A. KENNETH DUNN

Director

RECEIVED

Published 11/26 & 12/3/81.

47-7768
CEDAR DRAW FALLS GENERATING CO.
C/O ROY BYLUND, P.O. BOX 109, BUHL, ID 83316
Source: CEDAR DRAW tributary to SNAKE RIVER
Date Filed: 11/10/1981
Amount: 110.00 CFS
Diversion Point: SWNE Sec 23 T 09S R 15E, TWIN FALLS Co.
Use: POWER (110.00 CFS) from 01/01 to 12/31
Place of Use: NWNE Sec 23 T 09S R 15E
Diversion Means: PENSTOCK INTO SINGLE GENERATING UNIT

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 DECEMBER 14, 1981.

A. KENNETH DUNN
Director

PUBLISH: Thursday, November 26, and December 3, 1981.

ok mary
11/24/81

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

November 18, 1981

Cedar Draw Falls Generating Company
% Roy Bylund
P. O. Box 109
Buhl, Idaho 83316

Re: Application for Permit No. 47-7768

Dear Mr. Bylund:

This office is currently processing your Application for Permit No. 47-7768 filed on November 10, 1981.

Since the application seeks to establish a water right for power generating purposes, and it appears that a commercially marketable amount of power may be produced, the following information must be submitted for inclusion with your application in accordance with Section 42-202 of the IDAHO CODE.

A plan for the facility giving approximate locations, dimensions, and elevations of all major components of the project.

An itemized estimate of the cost of constructing the facility.

A statement of the financial resources of the applicant and the means by which funds are to be provided for construction of the project. This information will be reviewed in confidence and returned to you.

Advertising and regional office review of the application should be completed by December 14, 1981. If the requested information is received by that date no additional delay in processing will be incurred.

If you have any questions regarding these requirement, please feel free to contact this office.

Sincerely,

James E. Stanton
Senior Water Reource Agent

JES:marya

ACKNOWLEDGED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

November 18, 1981

Mr. Bob Bell, Regional Fisheries Biologist
Idaho Fish & Game Department
Region #4
P. O. Box 428
Jerome, Idaho 83338

Re: Application for Permit No. 47-7767 and 47-7768

Dear Mr. Bell:

Please find enclosed a copy of the above referenced application for permit for your information and files.

Sincerely,

Mary A. Hill
Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

RECEIVED

MORTGAGE TRUST INDENTURE

AND

SECURITY AGREEMENT

This Mortgage Trust Indenture and Security Agreement (the "Agreement"), made and entered into as of this _____ day of June, 1985, by and among, CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership (herein referred to as "Borrower"), FIRST INTERSTATE BANK OF IDAHO, N.A., a national banking association authorized to do business in the State of Idaho (herein "Trustee"), and FIRST INTERSTATE BANK OF UTAH, N.A., a national banking association (herein "Beneficiary").

W I T N E S S E T H :

WHEREAS, Borrower and Beneficiary have entered into a Construction and Permanent Loan Agreement (herein "Loan Agreement"), Promissory Note (herein "Note"), and Real Estate Mortgage on Leasehold and Easement Interests (herein "Mortgage"), all of even date herewith, whereunder Beneficiary has agreed to lend to Borrower the original principal amount of $3,000,000.00 with interest thereon payable at the times set forth in the Loan Agreement and the Note; and

WHEREAS, as additional collateral for the Note, the Loan Agreement requires Borrower to grant, assign and convey to Trustee, in Trust with the power of sale, a security interest in and to Borrower's right, title and interest in the following:



a. That certain Lease Agreement between Borrower, as Lessee, and Patricia Wilson Sibley, Samuel H. Sibley, Asher B. Wilson, Jr., Asher B. Wilson III, Clark S. Wilson, James Edward Wilson, Mark L. Wilson, David R. Millard and Barbara L. Millard, as Lessors, dated May 1, 1985, attached hereto as Exhibit "A".

b. That certain Lease Agreement between Borrower, as Tenant, and Derek C. Cantrell, Georgia Lee Cantrell, Charles Cantrell and Vivian Cantrell, as Landlords, dated as of May 1, 1985, attached hereto as Exhibit "B".

c. Borrower hereby assigns to First Interstate of Idaho (and not to Bank) and grants to First Interstate of Idaho a security interest in and to those certain Water Rights and Permits known as Application for Permit Nos. 47-7767, as amended, 47-7768, as amended, 47-7672, as amended, 47-7991, and Application for Permit to Alter Stream Channel No. 47-S-70, attached hereto as Exhibit "C".

d. Those certain Construction Contracts between Borrower and various parties, all of which Construction Contracts are described in Exhibit "D" attached hereto.

e. That certain Order Issuing Major License, issued May 24, 1985, as Project Number 8278-000 by



the Office of Electric Power Regulation, Federal Energy Regulatory Commission, a copy of which is attached hereto as Exhibit "D".

f. All partnership units owned by Bonneville Pacific Corporation and Far West Capital, Inc., all of the general partners of Crystal Springs Hydroelectric Company issued pursuant to that certain Amended and Restated Partnership Agreement for Crystal Springs Hydroelectric Company dated as of June 1, 1985, a copy of which is attached hereto as Exhibit "E".

g. That certain Firm Energy Sales Agreement dated March 31, 1984 between Borrower and Idaho Power Company, attached hereto as Exhibit "F".

h. That certain Right of Way Grant dated October 31, 1983 executed by Twin Falls Bank and Trust, David R. Millard and Barbara L. Millard, and Pisces Investments, as Grantors, in favor of Borrower, a copy of which is attached hereto as Exhibit "G".

i. All other personal property or personal property rights, equipment, warranties, contract rights, management contracts, accounts receivable, fixtures, easements and appurtenances now located on, or to be located on or related to that certain real property described in Exhibit "H" attached hereto, which personal property fixtures and appurtenances are described in Exhibit "I" attached hereto.

j. All insurance proceeds and premiums.

All of the foregoing are hereinafter referred to as the "Collateral."

WHEREAS, Borrower desires hereby to grant, convey and assign to Trustee a security interest in the Collateral, and Trustee desires to accept the same, all in accordance with the terms of this Agreement and the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Borrower hereby grants, conveys, and assigns to Trustee in trust, with powers of sale, a security interest in and to all of Borrower's right, title and interest in the Collateral, together with all rights, easements, rents, profits, issues, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, to have and to hold the same as additional security for Borrower's performance under the Loan Agreement and Note.

2. For so long as Borrower is not in default under the Loan Agreement or Note, Borrower shall have the right to use the Collateral in connection with a hydroelectric project known as the Crystal Springs Hydroelectric Project, to be constructed, operated and maintained by Borrower upon certain real property located in Twin Falls County, State of Idaho, more particularly described in Exhibit "H" attached hereto and by this reference made a part hereof.

3. Trustee shall have the right to notify any party other than Borrower obligated on the Collateral to make any required payments thereunder directly to Trustee, and Trustee may take control of all proceeds arising from the Collateral, which rights Trustee may exercise any time whether or not Borrower is then in default under the Note or the Loan Agreement. Trustee's costs of collection and enforcement, including attorney's fees and out-of-pocket expenses shall be borne solely by Borrower.

4. All payments received by Trustee pursuant to this Agreement shall be applied when the funds are available against the principal or interest of the Note, the order and method of such application to be in the discretion of Trustee and Beneficiary. Any portion of the payment which Trustee or Beneficiary elect not to so apply shall be paid over to Borrower.

5. Borrower will at all times keep accurate and complete records of Borrower's performance under the Collateral and Trustee, or any of its agents, shall have the right to call at the Borrower's place of business or where the Collateral is located at intervals to be determined by Trustee, and without hindrance or delay, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to the Collateral.

6. Borrower warrants that there are no financing statements on file in any public office covering the Collateral or any of the proceeds thereof and so long as Borrower is

indebted pursuant to the Note, or credit thereunder is available to Borrower, Borrower will not execute a financing statement or security agreement covering the Collateral or the proceeds thereof with anyone other than Trustee. Borrower agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Trustee may from time to time require to comply with the Idaho Uniform Commercial Code or other applicable law to preserve, protect, and enforce the security interest of Trustee and to pay all costs of filing such statements or instruments.

7. Borrower shall perform all acts required of it by said portion of the Collateral which requires performance by it.

8. Borrower shall: keep in effect all licenses, permits and franchises required by law or contract relating to Borrower's business, property or to the Collateral; be responsible for any loss or damage to the Collateral; at all times warrant and defend Borrower's ownership and possession of the Collateral; keep the Collateral free from any liens, encumbrances and security interests other than those consented to in writing by Bank; pay when due all taxes, license fees and other charges upon the Collateral; not misuse, conceal, or in any way use or dispose of the Collateral or any of the proceeds thereof without the prior written consent of Trustee and Beneficiary; or take any action which is unlawful or contrary to the provisions of this Agreement or of any insurance coverage.

9. If Borrower fails to make any payments or perform any acts required by this Agreement, or which Trustee deems advisable to preserve the Collateral or any part thereof or the priority or perfection of Trustee's security interest, Trustee may advance funds for the same and such advances shall be one of the obligations secured hereby and shall be immediately payable with a finance charge thereon at the rate of Beneficiary's Prime rate plus 2% floating per annum. In protecting, exercising or assuring its interest or the interest of Beneficiary under this Agreement, Trustee may execute, sign and endorse on behalf of and in the name of Borrower negotiable and other instruments for the payment of money, documents of title, other evidences of title, payment, shipment or storage relating to the Collateral or the proceeds thereof.

10. Upon the occurrence of any default hereunder or under the Note or the Loan Agreement, and at any time thereafter, all of the obligations under the aforesaid Note shall, at the election of Trustee or at the direction of Beneficiary, become immediately due and payable and Trustee shall have the remedies of a secured party under the Idaho Uniform Commercial Code or other applicable law, and;

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

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

c. Trustee may dispose of the Collateral and, after deducting the expense incurred by Trustee and Beneficiary, including reasonable attorneys fees and expenses, apply the revenue to pay the obligations under the Note.

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

Executed the date and year first above written.

TRUSTEE:

FIRST INTERSTATE BANK OF IDAHO, N.A.

By_____

Its_____

BORROWER:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership

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

By_____
Its_____

FAR WEST CAPITAL, INC., a Utah corporation
Its General Partner

By_____
Its_____

BENEFICIARY:

FIRST INTERSTATE BANK OF UTAH, N.A.

By_____
Its_____

STATE OF IDAHO)
: ss.
COUNTY OF _____)

On the _____ day of June, 1985, personally appeared before me _____, who, being by me duly sworn, did say that he is the _____ of FIRST INTERSTATE BANK OF IDAHO, N.A., and that the foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same as Trustee.

_____
NOTARY PUBLIC

Residing at:_____

My Commission Expires:

_____

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

On the _____ day of June, 1985, personally appeared before me _____, who, being by me duly sworn, did say that he is the _____ of FIRST INTERSTATE BANK OF UTAH, N.A., and that the foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ duly acknowledged to me that said corporation executed the same as Beneficiary.

_____
NOTARY PUBLIC

Residing at:_____

My Commission Expires:

_____

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

On the ___ day of June, 1985, before me, a Notary Public in and for said county and state, personally appeared _____, who, being by me duly sworn, did say that he is the _____ of BONNEVILLE PACIFIC CORPORATION, the general partner of Crystal Springs Hydroelectric Company and that he is duly authorized as such to sign the document and that said corporation in fact did so sign the same as general partner of said partnership.

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

_____
NOTARY PUBLIC
Residing at:_____

My Commission Expires:

_____

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

On the ___ day of June, 1985, before me, a Notary Public in and for said county and state, personally appeared _____, who, being by me duly sworn, did say that he is the _____ of FAR WEST CAPITAL, INC., the general partner of Crystal Springs Hydroelectric Company and that he is duly authorized as such to sign the document and that said corporation in fact did so sign the same as general partner of said partnership.

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

_____
NOTARY PUBLIC
Residing at:_____

My Commission Expires:

_____

6846C

EXHIBIT "A"

WILSON/MILLARD LEASE AGREEMENT

Dated as of May 1, 1985

(Attached)

Crystal Springs

47

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 1st day of May, 1985, by and between PATRICIA WILSON SIBLEY and SAMUEL H. SIBLEY, ASHER B. WILSON, JR., ASHER B. WILSON III, CLARK S. WILSON, JAMES EDWARD WILSON and MARK L. WILSON (collectively "Wilson") and DAVID R. MILLARD and BARBARA L. MILLARD (collectively "Millard") (hereinafter collectively sometimes referred to as "Lessors"), and CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership (hereinafter referred to as "Lessee").

RECITALS:

A. Wilson owns fee simple title in and to certain real property located in Twin Falls County, State of Idaho, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

B. Millard has the right to acquire fee simple ownership of the Property (and other real property) pursuant to that certain Agreement of Sale (the "Agreement"), dated December 31, 1982, between Wilson and Millard, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof. Wilson and Millard hereby declare that Millard has exercised the option described in the Agreement as of March 1, 1985, and that the Agreement is in full force and effect as of the date hereof.

C. Lessee desires to lease the Property from Lessors, and Lessors desire to lease the Property to Lessee, for the purposes stated herein, strictly in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Lease. Lessors hereby lease to Lessee, and Lessee hereby hires and takes from Lessors, the Property for the term, rental and uses herein specified.

2. Property. The Property as described in Exhibit "A" attached hereto consists of a property corridor for the construction of a hydroelectric generating facility, including a diversion structure, penstock, powerhouse and tailrace. Upon completion of the construction of the Project, but, in any event, not later than June 30, 1986, the Property will be redescribed to encompass no more property than is necessary for the Project as actually constructed. A new Exhibit "A" containing the new property description will then be initialed by the parties and attached hereto and shall be made a part hereof.

3. Term. The term of this Lease shall be for a period of thirty-six (36) years, commencing May 1, 1985.

4. Use. Lessee shall use the Property for the construction, operation and maintenance of a hydroelectric

facility known as the Crystal Springs Hydroelectric Project, also known as the Cedar Draw Hydroelectric Project (hereinafter and hereinbefore referred to as the "Project"). The term Project includes but is not limited to the hydroelectric generating facility, the diversion structure, penstock, powerhouse, tailrace, transmission lines, all equipment and improvement appurtenant thereto and all access easements relating thereto. The Property shall not be used for any other purpose without the prior written consent of Lessors; provided, however, that if Lessee's Mortgagee (as hereinafter defined) succeeds to the interest of Lessee in the Property, such Mortgagee (or its assignee or sublessee) shall have the right to use the Property for the purposes stated herein, provided such use is not inconsistent with or detrimental to the uses which Lessors are then making of adjacent properties owned by them but not being leased to Lessee hereunder. In the event the Property is used for a purpose other than hydroelectric generation, the rent for said use shall be determined and paid in accordance with paragraph 5 of this Lease.

5. Rent. Lessee agrees to pay to Lessors as rental for the Property, without prior notice or demand, a sum of money equal to Twelve Percent (12%) of the gross revenues received by Lessee from the sale of power produced by the Project ~~under the Firm Energy Sales Agreement dated March 31, 1984~~ between Lessee and Idaho Power Company (the "Power Contract"). Rental payments shall commence on the last day of

the first calendar quarter following the commencement of the production of power by the Project and acceptance of the Project by Idaho Power Company as provided in the Power Contract. Rental payments shall continue to be paid on the last day of each calendar quarter thereafter during the term of this Lease.

6. Allocation of Rent. Wilson and Millard hereby agree that the rental paid by Lessee pursuant to this Lease shall be allocated between them as follows:

(a) To Wilson: Payment of a sum of money equal to five percent (5%) of the gross revenues of the Project as herein described or such greater or lesser percentage such that the total payment to Wilson shall equal $23,000.63 during the period commencing on the date of this Lease to March 1, 1986, and a like amount each year thereafter in accordance with the terms of the Agreement, attached as Exhibit "B". Nothing herein shall be construed to modify the obligations and rights of Millard and Wilson under the Agreement.

(b) To Millard: The balance of the rental due hereunder after payment in full of all amounts due to Wilson in accordance with this Lease and the Agreement attached as Exhibit "B".

Lessee shall not be liable to Wilson or Millard for the manner in which rent is allocated pursuant to this paragraph and Wilson and Millard agree to indemnify and hold Lessee harmless from any and all costs, expenses, or fees, including Lessee's attorneys' fees, incurred by Lessee as a result of any dispute arising between Wilson and Millard respecting the allocation of rental. Nothing herein contained shall impose a duty

on Lessee to comply with or to and may assume the obligations of the Agreement, attached hereto as Exhibit "B".

7. Subordination of Rental Payments. The parties hereto understand, acknowledge and agree that Lessee shall have the absolute right to mortgage its leasehold interest hereunder to a lender or a financial institution or lending institution of its choosing (the "Mortgagee") for the purposes of obtaining construction and/or permanent financing for the Project. In the event Lessee elects to mortgage its leasehold interest hereunder, Lessors agree that their right to receive rental payments hereunder shall be junior and subordinate to the rights of Mortgagee to receive the gross revenues produced by the Project for payment of debt service. Nevertheless, in the event such gross revenues are insufficient to service the debt or to pay the rental herein described, said rental shall continue to accumulate and shall be payable to Lessors immediately upon sufficient gross revenues being available to pay the same. All accumulated rental shall earn interest at the rate of twelve percent (12%) per annum from the date such rental is due until the same is actually paid. All payments of accrued rental shall be applied first to interest and the balance to principal.

8. Ownership of the Project. It is agreed and understood that Lessee owns all aspects of the Project (except the Property described herein) including, but not limited to, all equipment, piping, transmission lines and all other

improvements located upon, to be constructed or located upon, and used or to be used in connection with the Project. Lessee agrees to diligently pursue construction of the Project to completion and to obtain all rights and permits necessary to put the Project in full operation.

9. Tax Benefits. Lessee, as sole owner of the Project, shall receive all federal and state tax benefits, including, but not limited to, ITC, ETC, and Cost Recovery Deductions (ACRS) available to the Project under the tax laws and regulations relating to power projects of this nature.

10. Compliance with Law. Lessee shall not use the Property or permit anything to be done in or about the Property which will in any way conflict with any law, statute, ordinance or government rule or regulation now in force or which may hereafter be enacted or promulgated.

11. Liens. Lessee shall keep the Property free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Lessee; provided, however, that Lessee shall have the right to mortgage its leasehold interest hereunder as hereinafter described. Lessors agree that during the term of this Lease, Lessors shall not mortgage, hypothecate, encumber or lien the Property, or allow the Property to be mortgaged, hypothecated, encumbered or liened without the prior written consent of Lessee and its Mortgagee.

12. Assignment and Subletting. Except as specifically provided herein with respect to obtaining construction

and permanent financing for the Project, Lessee shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Property or any part thereof, or any right or privileges appurtenant thereto, without the prior written consent of Lessors, which consent shall not be unreasonably withheld.

13. Insurance. Lessee shall carry casualty insurance on the Project in an amount not less than the total capital cost of the Project. Lessee and Lessors shall be named as joint payees and co-beneficiaries on the policy. If, during the term of this Lease, the improvements constructed by Lessee shall be damaged by fire, casualty or act of God, Lessee shall have the option either to rebuild or to repair the damage to improvements or to terminate this Lease. If Lessee elects to rebuild or repair the damage to improvements, this Lease shall continue in full force and effect, and Lessee shall construct said improvements within a reasonable time period, not to exceed one (1) year. In the event that Lessee elects to terminate, this Lease shall terminate on the date set forth in Lessee's notice, but not more than ninety (90) days after the date of such notice. If Lessee elects to rebuild, all insurance proceeds shall be the property of Lessee and shall be applied to rebuilding or repair, to the extent applicable. If Lessee elects not to rebuild, the insurance proceeds shall become the property of Lessors subject, however, to the rights, if any, of Lessee's Mortgagee. Lessee, at all times during the term of this Agreement,

shall carry good and adequate liability insurance, the same to be in an amount of not less than $500,000 for any person injured or killed, not less than $1,000,000 for any one occurrence, and not less than $500,000 for property damages, or such other amounts as may be required by the Mortgagee. Lessee shall have the right to carry such insurance under a blanket policy. All insurance required by this article shall be in form and with companies reasonably satisfactory to Lessors, and shall not be subject to cancellation or change except after at least thirty (30) days prior written notice to Lessors, and the policy or policies or duly executed certificates for the same, shall be deposited with Lessors upon receipt of same by Lessee, and, upon renewal of such policies, Lessee shall provide Lessors with copies of such renewal policies not less than thirty (30) days prior to the expiration of the term of existing coverage.

14. Services and Utilities. Lessee shall, at Lessee's sole expense, pay for all service and utilities furnished to the Property or used in connection therewith.

15. Property Taxes. Lessee shall, at Lessee's sole expense, pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which may become payable during the term hereof upon the Property and upon all Lessee's leasehold improvements, equipment, furniture, fixtures and personal property located upon the Property.

16. Holding Over. If Lessee remains in possession of the Property or any part thereof after the expiration of the term hereof, with the express written consent of Lessors, such occupancy shall be a tenancy from month to month at a rental in the amount specified in paragraph 3 hereof, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

17. Default. The occurrence of any one or more of the following events shall constitute default and breach of this Lease by Lessee:

(a) The vacation or abandonment of the Property by Lessee;

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessors to Lessee; provided, however, that nonpayment of rent due to the fact that the same has been subordinated pursuant to paragraph 7 hereof, shall not constitute a default hereunder, and such nonpayment of rent shall be controlled by the terms and provisions of paragraph 7 hereof.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of sixty (60) days after written notice thereof by Lessors to Lessee; provided, however, that if the

nature of Lessee's default is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said sixty (60) day period and thereafter diligently prosecutes such cure to completion.

(b) The making by Lessee of any general assignment for or general arrangement for the benefit of creditors; or the filing by or against Lessee of a petition to have Lessee adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days.

16. Remedies in the Event of Default.

(a) Remedies. In the event of Lessee's default or breach hereunder, Lessor shall give Lessee and Mortgagee the notice required in paragraph 17 hereof, which notice shall specify the exact nature of such default or breach, and thereafter Lessee shall have the time specified in paragraph 17 hereof to cure such default or breach. Subject to the rights

of Mortgagee hereinafter described, in the event Lessee fails to cure such default or breach during the time periods allowed for such cure, Lessors shall have the following remedies:

(i) Terminate Lessee's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Property to Lessors.

(ii) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall abandon the Property. In such event, Lessors shall be entitled to enforce all of Lessors' right and remedies under this Lease, including the right to recover the rental as it becomes due hereunder.

(iii) Pursue any other remedy now or hereafter available to Lessors under the laws or judicial decisions of the State of Idaho.

(b) Rights of Mortgagee. The parties agree and understand that so long as any amount remains due to the Mortgagee under any mortgage entered into by Lessee in connection with the Project, no event of default by Lessee shall result in the termination of the Lease, unless Mortgagee fails to cure any default by Lessee hereunder as provided in this paragraph, and, in addition, the Mortgagee shall have the following protections:

(i) The Mortgagee shall be given a reasonable opportunity to cure any default of Lessee beyond the time otherwise permitted to Lessee, and if such default is not curable by the Mortgagee within such permitted time, the Mortgagee shall be granted such additional time as is reasonably necessary to cure, provided that the Mortgagee is proceeding with diligence to accomplish such cure;

(ii) Any action taken by the Mortgagee to cure default shall be accepted by Lessors as though performed by Lessee; and

(iii) The Mortgagee shall be allowed reasonably sufficient time to foreclose. In the event a default cannot be cured by Mortgagee, (1) any default not curable by the Mortgagee shall be waived by the Lessors for the benefit of the Mortgagee (but not for the benefit of Lessee) upon the Mortgagee's succession to the interest of the Lessee under this Lease, (2) the Lessors shall have the right to terminate this Lease for default of the Mortgagee arising after Mortgagee's succession to the interest of Lessee under this Lease, subject to all rights of cure provided under this Lease, and (3) Lessors shall enter into a new lease with the Mortgagee upon the same terms and conditions as herein contained in the event this Lease is terminated for any reason other than default of the

Mortgagee, including rejection by Lessee's bankruptcy trustee.

19. Lessors' Bankruptcy. In the event Lessors, or either of them, become bankrupt, and Lessors' trustee in bankruptcy rejects this Lease, Lessee under 11 U.S.C. § 365(h)(1) will have the option of treating the Lease as terminated; provided, however, that Lessee shall not elect such option without the prior written consent of the Mortgagee for so long as any amounts are due to the Mortgagee under the mortgage.

20. Eminent Domain. In the event the Project shall be appropriated or taken under the power of eminent domain by any public or quasi public authority, this Lease shall terminate and expire as of the date of such taking, and both Lessee and Lessors shall thereupon be released from any liability thereafter accruing hereunder. Any and all compensation payable as a result of condemnation shall be payable in accordance with the applicable rental percentages in effect at the time of such taking or in accordance with the mortgage if the same is in place at the time of such taking.

21. Access Rights and Additional Easements.

(a) Access Rights. It is understood and agreed that Lessee shall construct roadways over portions of the Property for access to and required maintenance of Lessee's improvements to be constructed upon the Property. Lessors, so

long as they retain an interest in the Property, shall have the right to use and cross the Property and the roadways constructed by Lessee upon the Property, provided such use thereof by Lessors is not inconsistent with or detrimental to the uses being made thereof by Lessee.

(c) Additional Easements. In the event it appears that additional access or transmission pole line easements are reasonably required by Lessee over and across other real property owned by Lessors (or either of them) to fully construct, operate or maintain the Project, Lessors agree to cooperate with Lessee in providing or granting such easements upon Lessee's written request therefor, which request shall be supported by good and sufficient engineering data showing the need for such easements and the exact nature and description thereof. Lessee agrees to bear all costs in preparing and finalizing such easements.

22. Reconveyance of Property at the End of the Lease Term. At the expiration of this Lease or upon earlier termination as provided herein, Lessee shall release, assign, quit-claim and convey unto Lessors or any successor of either Lessor all rights, title and interest of Lessee in and to the Property and all permits, licenses, equipment, improvements,

easements and contracts relating to or used in connection with the Project.

23. General Provisions.

(a) Waiver. Waiver by either party of any term or covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition with respect to any subsequent breach of the same, or for any other term, covenant or condition herein contained.

(b) Notices. All notices and demands required or permitted hereunder shall be deemed duly delivered when sent by United States Mail, postage prepaid, and addressed to the parties as follows:

If to Lessee: Crystal Springs Hydroelectric Co.
c/o Bonneville Pacific Company
200 East South Temple, Suite 300
Salt Lake City, Utah 84111

If to Lessors: David R. Millard
12627 152nd Street, S.E.
Kent, Washington 98042

If to Wilson: Samuel H. Sibley
3511 Paces Places
Atlanta, Georgia 30327

And to: Abner H. Wilson, Jr.
910 S.W. Davenport
Portland, Oregon 97201

(c) Headings. Marginal headings and titles to the paragraphs or subparagraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(d) Time. Time is of the essence of this Lease and each and all provisions in which performance is a factor.

(e) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions to assignment, apply to and bind the heirs, successors, executors, administrators, personal representatives and assigns of the parties hereto.

(f) Recordation. Either Lessors or Lessee may record this Lease or a short form memorandum thereof.

(g) Quiet Possession. Upon Lessee paying the rental reserve hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Property for the entire term hereof, subject to all of the provisions of this Lease.

(h) Amendment. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(i) 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 actions or inactions of governmental authorities, strikes, walkouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, riots, insurrections, wars, or other reason of like nature, not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, then performance of such action shall be excused for the period of delay and the period

for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(j) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceeding, in such amount as the court may adjudge reasonable as attorneys' fees.

(k) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

(l) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(m) Choice of Law. This Lease shall be governed by the laws of the State of Idaho.

(n) Estoppel Certificates. For so long as any amount remains due under any mortgage obtained by Lessee as allowed hereunder, Lessors shall provide, at no cost to Mortgagee, from time to time upon reasonable request of Mortgagee, and in recordable form if necessary, certificates containing the following information:

(i) Whether the Lease has been modified in any way, and if so, the text of such modification,

(ii) Whether the Lease is in full force and effect,

(iii) The amount of rental paid to date and what amount of rental, if any, has been paid in advance,

(iv) Whether any event of default or event which with the lapse of time or the giving of notice or both would constitute an event of default under the Lease has occurred and is continuing,

(v) Whether the Lessors have any offsets or counterclaims against Lessee, and

(vi) Any other information which the Mortgagee may reasonably request.

Lessee agrees to reimburse Lessors for their reasonable expenses incurred in preparing the certificates.

(o) Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior written and oral agreements or understandings between the parties; provided, however, that nothing herein shall be construed as modifying the agreement between Wilson and Millard as contained in the Agreement of Sale attached hereto as Exhibit "B".

(p) Counterparts. This Lease may be executed by the parties hereto in any number of counterparts, all of which, when taken together, shall constitute a fully executed, binding and enforceable Lease Agreement.

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

LESSORS:

PATRICIA WILSON SIBLEY

SAMUEL H. SIBLEY

ASHER B. WILSON, JR.

ASHER B. WILSON III

CLARK S. WILSON

JAMES EDWARD WILSON

MARY [illegible] WILSON

DAVID W. MILLARD

BARBARA L. MILLARD

LESSEE:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership

By BONNEVILLE PACIFIC CORPORATION, a Utah corporation, Its General Partner

By _____
Its _____

FAR WEST CAPITAL, INC., a Utah corporation, Its General Partner

By _____
Its _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared Patricia Wilson Sibley and Samuel H. Sibley, the signers of the above instrument, who duly acknowledged to me that they executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared Asher B. Wilson, Jr., the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared Arthur A. Wilson III, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared Clark S. Wilson, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared James Edward Wilson, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 1985, before me, _____, a Notary Public in and for said county and state, personally appeared Mark D. Wilson, the signer of the above instrument, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 1985, before me _____, a Notary Public in and for said county and state, personally appeared _____, who being by duly sworn did state that is the _____ of Bonneville Pacific Corporation, a General Partner of Crystal Springs Hydroelectric Company, an Idaho general partnership, who duly acknowledged to me that the within and foregoing instrument was executed by said corporation as General Partner of said partnership by authority of its bylaws or a resolution of its board of its directors and by authority of the Partnership Agreement of said partnership, and said _____ acknowledged to me that said corporation executed the same as general partner.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 1985, before me _____, a Notary Public in and for said county and state, personally appeared _____, who being by duly sworn did state that is the _____ of Far West Capital, Inc., a General Partner of Crystal Springs Hydroelectric Company, an Idaho general partnership, who duly acknowledged to me that the within and foregoing instrument was executed by said corporation as General Partner of said partnership by authority of its bylaws or a resolution of its board of its directors and by authority of the Partnership Agreement of said partnership, and said _____ acknowledged to me that said corporation executed the same as general partner.

_____
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

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EXHIBIT "A"

PARCEL I

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said NW¼NE¼; THENCE South 89° 36' 05" West 420 feet, more or less, along the Southerly boundary of said NW¼NE¼ to the Westerly bank of Cedar Creek; THENCE Northeasterly along the Westerly bank of Cedar Creek to the Easterly boundary of said NW¼NE¼; THENCE South 0° 58' 50" West 710 feet, more or less, to the Point of Beginning.

PARCEL II

A strip of land 300.00 feet in width located in the SW¼NE¼ and W½SE¼ of Section 14 and the NW¼NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 100.00 feet Westerly and 200 feet Easterly of the following described centerline;

BEGINNING at a point on the Northerly boundary of the SW¼NE¼ of said Section 14 which point bears South 89° 36' 05" West 254.37 feet from the Northeast corner thereof; THENCE South 38° 13' 16" West 467.86 feet to a point of curvature; THENCE Southwesterly 123.00 feet on the arc of a curve to the right with a radius of 200.00 feet, a central angle of 35° 14' 12" and a chord which bears South 55° 50' 22" West 121.07 feet to a point of tangency; THENCE South 73° 27' 29" West 356.69 feet to a point of curvature; THENCE Southwesterly 295.42 feet on the arc of a curve to the left with a radius of 225.00 feet a central angle of 75° 13' 39" and a chord which bears South 35° 50' 40" West 274.65 feet to a point of tangency; THENCE South 1° 46' 09" East 693.24 feet to a point of curvature; THENCE Southeasterly 316.35 feet on the arc of a curve to the left with a radius of 350.00 feet a central angle of 51° 47' 11" and a chord which bears South 27° 39' 45" East 305.69 feet to a point of tangency; THENCE South 53° 33' 20" East 401.63 feet to a point of curvature; THENCE Southeasterly 295.13 feet on the arc of a curve to the right with a radius of 375.00 feet, a central angle of 45° 05' 36" and a chord which bears South 31° 00' 32" East 287.58 feet to a point of tangency; THENCE South 8° 27' 44" East 600.55 feet to a point of curvature; THENCE Southwesterly 612.95 feet on the arc of a curve to the right with a radius of 954.93 feet, a central angle of 36° 46' 38" and a chord which bears South 9° 55' 35" West 602.49 feet to a point of tangency; THENCE South 28°

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EXHIBIT "A"

PARCEL I

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of said NW¼NE¼; THENCE South 89° 36' 05" West 420 feet, more or less, along the Southerly boundary of said NW¼NE¼ to the Westerly bank of Cedar Creek; THENCE Northeasterly along the Westerly bank of Cedar Creek to the Easterly boundary of said NW¼NE¼; THENCE South 0° 58' 50" West 710 feet, more or less, to the Point of Beginning.

PARCEL II

A strip of land 300.00 feet in width located in the SW¼NE¼ and W½SE¼ of Section 14 and the NW¼NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 100.00 feet Westerly and 200 feet Easterly of the following described centerline;

BEGINNING at a point on the Northerly boundary of the SW¼NE¼ of said Section 14 which point bears South 89° 36' 05" West 254.37 feet from the Northeast corner thereof; THENCE South 38° 13' 16" West 467.86 feet to a point of curvature; THENCE Southwesterly 123.00 feet on the arc of a curve to the right with a radius of 200.00 feet, a central angle of 35° 14' 12" and a chord which bears South 55° 50' 22" West 121.07 feet to a point of tangency; THENCE South 73° 27' 29" West 356.69 feet to a point of curvature; THENCE Southwesterly 295.42 feet on the arc of a curve to the left with a radius of 225.00 feet a central angle of 75° 13' 39" and a chord which bears South 35° 50' 40" West 274.65 feet to a point of tangency; THENCE South 1° 46' 09" East 695.23 feet to a point of curvature; THENCE Southeasterly 316.35 feet on the arc of a curve to the left with a radius of 350.00 feet a central angle of 51° 47' 11" and a chord which bears South 27° 39' 45" East 305.69 feet to a point of tangency; THENCE South 53° 33' 20" East 401.63 feet to a point of curvature; THENCE Southeasterly 295.12 feet on the arc of a curve to the right with a radius of 375.00 feet, a central angle of 45° 05' 36" and a chord which bears South 31° 00' 32" East 287.54 feet to a point of tangency; THENCE South 8° 27' 44" East 600.55 feet to a point of curvature; THENCE Southwesterly 612.95 feet on the arc of a curve to the right with a radius of 954.93 feet, a central angle of 36° 46' 38" and a chord which bears South 9° 55' 35" West 602.49 feet to a point of tangency; THENCE South 28°

CONTINUED

18' 55" West 211.58 feet to a point of curvature; THENCE Southerly 974.90 feet on the arc of a curve to the left with a radius of 818.51 feet, a central angle of 68° 14' 35" and a chord which bears South 5° 48' 23" East 918.29 feet to a point of tangency; THENCE South 39° 55' 52" East 4.26 feet to a point of curvature; THENCE Southerly 309.14 feet on the arc of a curve to the right with a radius of 450.00 feet, a central angle of 39° 21' 38" and a chord which bears South 20° 14' 51" East 303.09 feet to a point of tangency; THENCE South 0° 34' 03" East 48.88 feet to a point of curvature; THENCE Southerly 176.70 feet on the arc of a curve to the left with a radius of 225.00 feet, a central angle of 44° 59' 47" and a chord which bears South 23° 03' 57" East 172.19 feet to a point of tangency; THENCE South 45° 33' 54" East 12.20 feet to a point of curvature; THENCE Southerly 321.15 feet on the arc of a curve to the right with a radius of 275.00 feet, a central angle of 66° 54' 38" and a chord which bears South 12° 06' 35" East 303.21 feet to a point of tangency; THENCE South 21° 20' 42" West 27.27 feet to a point on the Southerly boundary of said NW¼NE¼ Section 23 which bears North 89° 45' 45" West 242.84 feet from the Southeast corner thereof and the Southerly end of said 300 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23.

PARCEL III

A strip of land 80 feet in width located in the SW¼NE¼ and SE¼ Section 14 and N½NE¼ Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, said strip of land lying 40.00 feet on each side of the following described centerline;

BEGINNING at a point on the Northerly boundary of said SW¼NE¼ which bears South 89° 36' 05" West 178.21 feet from the Northeast corner thereof; THENCE South 19° 31' 57" West 382.94 feet; THENCE South 2° 26' 27" East 502.69 feet; THENCE South 72° 15' 19" East 250.65 feet; THENCE South 0° 44' 09" West 985.02 feet; THENCE South 33° 50' 35" East 397.95 feet; THENCE South 5° 25' 49" West 2,579.11 feet; THENCE South 0° 21' 40" West 500.00 feet to a point on the Southerly boundary of the NW¼NE¼ Section 23 which bears North 89° 45' 45" West 30.00 feet from the Southeast corner thereof and the South end of said 80 foot wide strip of land.

The sidelines shall be lengthened or shortened to intersect the Northerly boundary of the SW¼NE¼ of said Section 14 and to intersect the Southerly boundary of the NW¼NE¼ of said Section 23.

EXHIBIT "B"

Copy

AGREEMENT OF SALE

PARTIES:

THIS AGREEMENT is made and entered into this 31st day of December, 1983, by and between PATRICIA WILSON SIBLEY AND SAMUEL H. SIBLEY, of 3512 Paces Places, Atlanta, Georgia, 30327, and ASHER B. WILSON, JR., ASHER B. WILSON III, CLARK S. WILSON, JAMES EDWARD WILSON AND MARK L. WILSON of 916 S.W. Davenport, Portland, Oregon, 97201, the party or parties of the first part, hereinafter referred to as seller, and DAVID R. MILLARD and BARBARA L. MILLARD, husband and wife, of Kent, County of King, State of Washington, the party or parties of the second part, hereinafter referred to as buyer:

WITNESSETH:

PROPERTY:

THAT WHEREAS, the seller is the owner in fee simple of certain real property situate in Twin Falls County, Idaho, more particularly described as follows, to wit:

A parcel of land located in Township 9 South, Range 15 E., B.M., more particularly described as follows:

Section 11: The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4);

Section 14: The East Half of the Southeast Quarter (E 1/2 SE 1/4) and the West Half of the East Half (W 1/2 E 1/2);

Section 23: The North half of the Northeast Quarter (N 1/2 NE 1/4);

EXCEPTING that portion of the above-described premises which lies west of the West Rim Rock of Cedar Draw.

CONSISTING OF 290 acres, more or less, together with 123.1 shares of stock in Twin Falls Canal Company, and all other water rights appurtenant to the above-described property.

AND TOGETHER WITH ALL fencing, corrals, and other improvements located upon the above-described premises, including irrigation and well equipment, residence and outbuildings, and all drapes, curtains, stoves and refrigerator now located within the residence.

AND WHEREAS, seller desires to sell and buyer, subject to the hereinafter set forth conditions, desires to purchase the above-described property.

CONSIDERATION:

NOW, THEREFORE, for and in consideration of the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00), to be paid as hereinafter provided by the buyer to the seller, the seller agrees to sell and the buyer agrees to purchase the said property subject to the hereinafter set forth conditions. The terms of payment shall be as follows, to wit:

(a) The sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) has been tendered, the receipt whereof is hereby acknowledged, which represents consideration for the option to purchase real estate, the balance of said purchase price being paid as described in Paragraphs (b) and (c) below;

(b) The sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($55,000.00) to be paid by buyer unto seller within a period of sixty (60) days following the execution of the option to purchase;

The date upon which this payment is made shall be deemed "the closing date".

(c) The balance of the purchase price, to wit: TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($240,000.00) thereon at nine percent (9%) per annum, to be paid in annual installments as follows:

(1) Annual payments of TWENTY THREE THOUSAND AND 63/100 DOLLARS ($23,000.63) (which amount is the contract balance, together with interest, amortized on a thirty (30) year payment schedule), with the first of such payments due and payable one (1) year from date of closing, and on that same date of each and every year thereafter for a total of nine (9) payments. On the tenth (10th) anniversary of the date of closing of this agreement, the balance of the purchase price, plus any accrued interest, shall be due and payable in full as a single balloon payment.

INTEREST:

It is agreed that interest at the rate of nine percent (9%) per annum will be computed on the unpaid balance from date of closing. All payments shall be credited first to interest and the balance to principal. It is agreed that prepayments on the principal amount may be made in any amount and at any time and interest will be computed on the unpaid balance only.

CONDITIONS OF PURCHASE:

In consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) in cash, paid by the buyer to the seller, buyer shall have an exclusive option to purchase said property described herein to December 31, 1984, after which said option if not exercised shall terminate, unless mutually extended. The $5,000.00 payment shall be deemed consideration to seller for granting said option. Said payment shall be applied against the purchase price at closing. In the event this sale fails to close, all amounts paid to seller for the option shall be forfeited by buyer.

As above provided, upon execution of the option above set forth, buyer shall have a period of sixty (60) days within which to pay unto seller the sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($55,000.00) to be applied against the purchase price, and the balance of the said purchase price shall thereafter be made as provided under the paragraph entitled "Consideration" set forth above.

In the event the option is not exercised or mutually extended by December 31, 1984, then the obligation of the seller to convey the property unto the buyer, and the obligation of the buyer to pay the purchase price for said property, shall terminate and the terms of this agreement of sale shall be deemed null and void.

ASSIGNMENT WITHOUT CONSENT:

It is agreed that buyer shall not assign this contract without the written consent of seller, which said consent shall not be unreasonably withheld.

TAXES:

Seller shall pay all taxes and assessments for the year 1983 and prior years, and the buyer shall pay, before delinquency, all taxes and assessments for the years 1986 and thereafter. Taxes for the year 1984 or 1985 shall be prorated to the date of closing.

During the option period, the seller assumes and agrees to pay before delinquency all taxes and assessments that may hereafter become a lien on said real estate; and if by the terms of this contract the buyer has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agree to purchase subject to, any taxes or assessments now a lien on said real estate, the buyer agrees

to pay the same before delinquency.

TITLE INSURANCE:

It is understood and agreed that seller warrants the above-described property to be free and clear of all liens and encumbrances except taxes for the year 1984 or 1985, and thereafter, and it is understood and agreed that seller shall deliver unto buyer upon date of closing a purchaser's policy of title insurance showing title to be in the seller and to be good and merchantable and free from encumbrance except as herein noted. It is expressly understood and agreed that seller shall bear the expense of such title insurance. A copy of said title policy shall be deposited with the escrow agent.

INSURANCE:

It is understood and agreed that during the option period the seller must carry fire insurance insuring the buildings on the property above described against loss by fire; upon execution of the option to purchase by the buyer, it is agreed that the buyer must then carry fire insurance insuring the buildings on the property against loss by fire; that such insurance, in both cases, must be in an amount not less than their insurable value. Such insurance policy shall have attached thereto a contract of sale clause with directions that, in case of loss, payment will be made to the seller, and the balance to the buyer, as their respective interest may appear under this contract.

Provided, that it shall be optional with the buyer to use any proceeds from said fire insurance in the event of a partial or total loss by fire, to restore damaged buildings to their original condition before the fire, or to pay the proceeds of said insurance to the seller

to apply on the contract balance. This option is to be at the election of the buyer. A copy of said policy shall be deposited with the escrow agent.

ESCROW:

Upon execution of the option, it is agreed that the original of this agreement, together with a warranty deed conveying the property above described from seller to buyer, shall be placed with Land Title and Escrow, Inc., at Jerome, Idaho, as escrow holder, with instructions and directions to said escrow holder to credit the account of the seller with all payments made by the buyer herein. Upon full payment the escrow agent shall deliver said papers to buyer. In the event of default, the escrow agent shall deliver said papers to seller.

Also deposited with the escrow agent shall be a special warranty deed on said property from the buyer to the seller. If buyer makes full payment, said special warranty deed shall be delivered to buyer. If buyer defaults in this contract as hereinafter set forth, said special warranty deed shall be delivered by the escrow agent to the seller.

INSPECTION:

It is agreed the buyer has made a careful and complete inspection of the real estate and the improvements herein being sold and has entered into this agreement on the basis of buyer's inspection and not on the basis of any representation made by the seller. The seller has made no representation concerning the condition of the real estate or the improvements. That the only representation made by the seller is that of good title.

DEFAULT:

It is agreed thattime is the essence of this contract and in the event the buyer shall fail or refuse to make any of the payments of any kind or nature which buyer has hereinbefore contracted to make at the time and in the manner therein provided, or to pay, before delinquency, taxes, or commit waste or permit waste by others on said property, or fail to comply with any of the covenants in said agreement contained, then seller shall have the option to declare this contract at an end by giving the buyer sixty (60) days written notice of the matters in regard to which buyer is in default. During said sixty (60) days, buyer shall have the right to remedy said default. The buyer does hereby agree that the buyer shall pay unto the seller such costs that the seller might incur in having the notice of default drafted by a licensed attorney, such costs not to exceed SEVENTY-FIVE AND NO/100 DOLLARS ($75.00) for each notice of default, and in addition thereto such reasonable costs as might be incurred by having the escrow holder serve the notice of default upon the buyer. This cost must be paid in addition to all other defaults as set out in the notice of default before the defaults on this contract shall be corrected. Said notice shall be in writing, by personal service or by mailing to buyer or the buyer's assigns, addressed at the last address as shown on the escrow holder's records, and if said buyer fails to remedy said default within said period of sixty (60) days, then buyer shall forfeit all right buyer may have to said premises, and seller shall be released from obligations in law and in equity to convey said property, and the seller shall retain all sums theretofore paid as agreed liquidated damages, and not as a penalty for

the failure of the buyer to make said payments as hereinabove provided, and as the reasonable value of the use and occupancy of said property during the time possession of said premises is retained by the buyer, and buyer shall surrender the possession of said premises to seller, and from the date of such forfeiture said buyer shall be deemed to be the tenant of seller, holding over after the expiration of the lease, and shall be subject to dispossession under the law relating to forcible entry and detainer.

ACREAGE RELEASE:

Seller acknowledges that buyer may resell the land being purchased herein in smaller parcels and agrees to cooperate in and not hinder buyer's efforts to sell said land. Seller shall provide deed releases, free and clear of any encumbrances, upon payment of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) per acre for each acre of irrigated farm land and ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per acre for each acre of dry grazing land to be released for portions of the acreage being purchased by buyer.

WATER RIGHTS:

Seller agrees to convey to buyer any water on, under or crossing the property being purchased and all rights to water specifically reserved to the acreage being purchased. Buyer agrees to permit, make available and not hinder the seller's use of any water on, under or crossing the property being purchased for the watering of stock and/or irrigation of crops during the remainder of the 1983 and 1984, unless the option of purchase is exercised before March 10, 1984, in which case the seller's right to the use of said water is terminated upon the reimbursement by

the buyer to the seller of the operation and maintenance charges of the Twin Falls Canal Company for 1984.

Seller warrants the aforementioned rights as existing and transferrable to the buyer under the terms of this agreement.

Seller further warrants that the aforementioned water rights, mineral rights (if any) and oil/gas rights (if any) are part of this sale and shall not be liened, transferred, pledged or altered in any manner, without the express written permission of the buyer.

LAND LEASE:

Buyer agrees that seller shall receive all lease proceeds and profits from grazing, pasturing, running of stock and/or raising crops on the optioned land until buyer has exercised his option to purchase, and then buyer shall receive the lease proceeds and profits during the year of purchase subject to the rights of the current annual lessee, unless the option to purchase is exercised after March 10, 1984, in which case the seller shall receive said lease proceeds and profits for the duration of 1984 growing season only. The lease shall be terminated, renegotiated or otherwise revised in favor of the buyer from the year of purchase forward.

POSSESSION:

Unless a different date is provided for herein, the buyer shall be entitled to possession of said real estate on date of closing and to retain possession so long as buyer is not in default hereunder.

DISCLOSURE:

Upon acceptance of this agreement, seller shall disclose and provide to buyer information pertaining to any and all water rights

(existing and potential), mineral rights, gas and oil rights and any other affiliated rights of value related to the property.

RIGHT OF TRESPASS:

During the option to purchase period seller grants buyer the right to enter upon said property for the purpose of performing such tasks as soil studies, surveys, investigations, appraisals, etc., at buyer's sole cost. Buyer agrees to repair any damage caused to the property to a condition as good as or better than existed prior to said damage at his expense.

AGREEMENT SURVIVES CLOSING:

All covenants, agreements, and representations contained in this agreement shall not be deemed to be merged into or waived by the instruments at closing, but shall expressly survive such closing and be binding upon the parties obligated thereby.

ATTORNEY FEES AND COURT COSTS:

It is specifically understood and agreed between each of the parties hereto that in the event either party to this agreement should default in any manner, whether by failure to make the payments specified herein or otherwise, that all attorney fees and court costs incurred in any litigation concerning such matters shall be collectible by the prevailing party in addition to such other remedies as the prevailing party may have under the terms of this agreement or which may be provided for by law.

GRAMMATICAL USAGE:

In construing this agreement, plural terms shall be substituted for singular and singular for plural in any place where the context so requires without affecting the validity of this agreement.

HEIRS, ETC.:

The covenants in this contract shall extend to and bind the heirs, personal representatives, assigns and successors of the respective parties hereto.

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year in this contract first above written.

SELLERS:

Patricia Wilson Sibley

Samuel A. Sibley

Asher B. Wilson, Jr.

Asher B. Wilson, III

Clark S. Wilson

James Edward Wilson

Mark L. Wilson

BUYERS:

David R. Millard

Barbara L. Millard

STATE OF Colorado)
) ss.
County of Jefferson)

On this 26 day of ~~November,~~ December 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James F. Wilson, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Christina Richardson
Notary Public for State of Colo
Residing at 3745 W. Colfax

STATE OF Oregon)
) ss.
County of Multnomah)

January, 1984

In this 3rd day of ~~November, 1983~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Asher B. Wilson, Clark S. Wilson, Mark L. Wilson husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for State of Oregon
Residing at Beavercreek, OR

5-1-86

STATE OF)
) ss.
County of)

On this _____ day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for State of _____
Residing at _____

STATE OF Georgia)
) ss.
County of Fulton)

On this 15th day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared [illegible], husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

[illegible]
Notary Public for State of Georgia
Residing at [illegible]

Notary Public, Georgia, State at Large
My Commission Expires June 4, 1984

STATE OF GA)
) ss.
County of Richmond)

In this 16 day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shawn H Sigley, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for State of GA
Residing at Richmond County

STATE OF)
) ss.
County of)

On this _____ day of ~~November~~ December, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for State of _____
Residing at _____

STATE OF)
) ss.
County of)

On this _____ day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, husband and wife, known to me to the the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

_____
Notary Public for State of _____
Residing at _____

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID R. MILLARD and BARBARA L. MILLARD, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

_____
Notary Public for State of Washington
Residing at _____

INDEXED
DIRECT
REVERSE

STATE OF IDAHO }
County of Twin Falls }

I hereby certify that this instrument was filed for record at the request of _____ at _____ o'clock _____ M. this FEB 22 1984 and duly recorded in book _____ of _____ page 2199

RICHARD A. PENCE
Ex-Officio Recorder

Deputy

Fee $ _____

Return to _____

EXHIBIT "B"

CANTRELL LEASE AGREEMENT

Dated as of May 1, 1985

(Attached)

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered as of this 1st day of May, 1985 by and between DEREK C. CANTRELL and GEORGIA LEE CANTRELL, husband and wife, and CHARLES CANTRELL and VIVIAN CANTRELL, husband and wife, whose mailing address is Route No. 4, Buhl, Idaho 83316, hereinafter collectively referred to as "Landlord," and CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, whose mailing address is c/o Bonneville Pacific Corporation, 200 East South Temple, Suite 300, Salt Lake City, Utah 84111, hereinafter referred to as "Tenant."

RECITALS:

A. Landlord and Tenant entered into a certain Lease Agreement with Option to Purchase dated March 18, 1983, which agreement was amended by that certain Amendment to Lease Agreement with Option to Purchase dated February 6, 1984, and that certain Second Amendment to Lease Agreement with Option to Purchase dated June 30, 1984. The parties mutually agree that as of the date hereof said Lease Agreement with Option to Purchase, as amended, is terminated, and is replaced and in all respects superceded by this Agreement.

B. Landlord owns certain real property located in Twin Falls County, Idaho, described in Article I hereof and in Exhibit "A" attached hereto, which it desires to lease to Tenant upon the terms and conditions as specified herein.

C. Tenant desires to lease said real property from Landlord for the purpose of constructing, operating and maintaining upon said real property certain hydroelectric facilities known as the Crystal Springs Hydroelectric Project, also known as the Cedar Draw Hydroelectric Project (the "Project").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

PROPERTY

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain real property (the "Property") located in Twin Falls County, State of Idaho, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants and conditions to be kept by them and performed and that this Lease is made upon the condition of said performance.

ARTICLE II

TERM

The term of this Lease shall be for thirty-six (36) years, commencing May 1, 1985 and ending on April 30, 2021, subject to a renewal option as hereinafter described. Subject to paragraph 18.18 hereof, in the event Tenant shall fail to have substantially completed construction of the project by December 31, 1985, or to have commenced the production of power by the

Project on or before March 31, 1986, this Lease shall become null and void, but in such event Tenant shall have until June 30, 1986 to remove its improvements from the Property.

ARTICLE III

RENT AND EARNEST MONEY

3.1 Rent. Subject to the provisions of paragraph 3.2 hereof, Tenant agrees to pay to Landlord as rental, without prior notice or demand, a sum of money equal to three (3) percent, in dollars, of the gross revenue or receipts which Tenant has received for the sale of hydroelectric power and energy produced by the Project during the immediately preceding one (1) month period. Rental payments shall commence on the fifteenth day after receipt by Tenant of the first month's operating revenues from the Project. Rental payments shall continue to be paid on the fifteenth day following each monthly receipt of revenues from the Project by Tenant. Tenant shall deliver to Landlord at the time of each rental payment copies of all reports submitted to Idaho Power Company showing the electrical generation for the month then ending and the revenues due Tenant by Idaho Power Company under the Firm Energy Sales Agreement between Tenant and Idaho Power Company dated March 31, 1984, Facility No. 31615057.

3.2 Earnest Money. Tenant has paid to Landlord the sum of Twenty-Five Thousand Dollars ($25,000.00) as an advance against the first rents due under Article 3.1 above, the receipt whereof is hereby acknowledged by Landlord.

In addition, Tenant agrees to pay Landlord the sum of Twelve Thousand Five Hundred Dollars (12,500.00) on December 31, 1985, as an advance against first rents due under Article 3.1 above. If Tenant pays the rent provided herein, then Landlord agrees to reimburse Tenant a total of Thirty-Seven Thousand Five Hundred Dollars ($37,500.00) out of first rents received hereunder by Landlord at the rate of one-third (1/3) of the rental due to Landlord each month, until said amount is paid in full, without interest. Tenant shall have the right to offset said amount from rental payments due Landlord.

ARTICLE IV

USE

Tenant shall use the Property for the purpose of constructing, maintaining, and operating diversion works, conveyance systems, penstocks, generating plants, and transmission lines for electricity in conformity with the requirements of the Idaho Public Utilities Commissions, Idaho Power Company, and any governmental authority or agency having jurisdiction.

ARTICLE V

COMPLIANCE WITH LAW

Tenant shall not use the Property or permit anything to be done in or about the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

ARTICLE VI

LIENS

Except for security interests created by lenders financing Tenant's Project, Tenant shall keep the Property free from any liens or encumbrances arising out of any work performed, materials furnished or other obligations incurred by Tenant.

ARTICLE VII

ASSIGNMENT AND SUBLETTING

Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and any interest therein, or sublet the Property or any part thereof, or any right or privilege appurtenant thereto, without the prior consent of Landlord; provided, however, that Tenant shall have the right, without Landlord's consent, to mortgage, hypothecate and pledge its leasehold interest as security for the construction and permanent financing of the Project. Tenant shall at all times keep Landlord advised on the nature and amount of said financing.

ARTICLE VIII

SUBROGATION

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies

existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE IX

INSURANCE

9.1 Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Property and all areas appurtenant thereto. The amount of this insurance shall not be less than $500,000.00 for any person injured or killed, not less than $1,000,000.00 for any one occurrence, and not less than $500,000.00 for property damages. Tenant agrees to maintain a second tier of umbrella insurance covering the same risks and insuring Landlord and Tenant in the amount of $2,000,000.00. Tenant may carry said insurance under a blanket policy and may grant to its lenders certain rights to the proceeds of such policies as may be required by such lenders.

9.2 Fire Insurance. During the Lease Term, Tenant shall maintain in full force and effect on the Property and on all leasehold improvements a policy or policies of fire insurance with standard extended coverage endorsement, to the extent of full insurable value. As long as this Lease is in effect, the proceeds from any such policy or policies, shall be used for the repair or replacement of the items so insured,

subject to the requirements of Tenant's lenders on the Project. Landlord shall have no interest in the insurance proceeds upon Tenant's leasehold improvements and Landlord will sign all documents necessary and proper in connection with the settlement of any claim or loss by Tenant.

9.3 Form and Delivery of Policies. All insurance required by this Article shall be in form and with companies reasonably satisfactory to Landlord, shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to Landlord, and the policy or policies, or duly executed certificates for them, shall be deposited with Landlord on or before the day on which the Lease Term commences and, upon renewal of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage.

ARTICLE X

SERVICES AND UTILITIES

Tenant shall, at Tenant's sole expense, pay for all services and utilities furnished to the Property.

ARTICLE XI

PROPERTY TAXES

Tenant shall, at Tenant's sole expense, pay, or cause to be paid, before delinquency, any and all taxes and assessments levied or assessed and which become payable during the term hereof upon the Property and upon all Tenant's leasehold improvements, equipment, furniture, fixtures and personal property located on the Property.

ARTICLE XII

HOLDING OVER

If Tenant remains in possession of the Property or any part thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount specified in Article III above, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy, under the laws of Idaho.

ARTICLE XIII

DEFAULT

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

13.1 Abandonment. The vacating or abandonment of the Property by Tenant.

13.2 Failure to Pay Rent. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant.

13.3 Breach of Other Covenants. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 13.2 above, where such failure shall continue for a period of thirty (30) days after

written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.4 Insolvency. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the appointment of a trustee or a receiver under state law to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where such seizure is not discharged in sixty (60) days.

ARTICLE XIV

REMEDIES IN THE EVENT OF DEFAULT

14.1 Landlord's Remedies. In the event of Tenant's default or breach hereunder, Landlord shall give Tenant and Tenant's lenders, if any, the notices required under Article XIII hereof, which notices shall specify the exact nature of such default or breach, and thereafter Tenant shall have the time specified in Article XIII hereof to cure such default or breach. Subject to the rights of Tenant's lenders hereinafter described, in the event Tenant fails to cure such default or

breach during the time period allowed for such cure, Landlord shall have the following remedies:

(a) Termination. Landlord shall have the right to terminate Tenant's right to possession of the Property by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession of the Property to Landlord.

(b) Continue Lease. Landlord shall have the right to maintain Tenant's right to possession, in which case this Agreement shall continue in effect whether or not Tenant shall abandon the Property. In such event, Landlord shall be entitled to enforce all of Landlord's right and remedy under this Agreement, including the right to recover the rent as it becomes due hereunder.

(c) Other Remedies. Landlord shall have the right to pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the State of Idaho.

14.2 Lender's Protection. The parties agree and understand that so long as any amount remains due to Tenant's lenders under any mortgage or other debt instrument entered into by Tenant in connection with the Project, no event of default by Tenant shall result in the termination of this Agreement, unless such lender fails to cure any default by Tenant hereunder as provided in this paragraph, and, in addition, such lender shall have the following protections:

(a) Reasonable Opportunity to Cure. Tenant's lender shall be given a reasonable opportunity to cure any default by Tenant beyond the time otherwise permitted to Tenant, and if such default is not curable by such lender within such permitted time, the lender shall be granted such additional time as is reasonably necessary to cure, provided that the lender is proceeding with diligence to accomplish such a cure.

(b) Acceptance by Landlord. Any action taken by Tenant's lender to cure default shall be accepted by Landlord as though performed by Tenant.

(c) Noncurable Default. In the event a default cannot be cured by Tenant's lender, the lender shall be allowed reasonable and sufficient time to foreclose. In addition, (1) any default not curable by the lender shall be waived by Landlord for the benefit of lender (but not for the benefit of Tenant) provided that lender forecloses or otherwise succeeds to the interest of Tenant under this Lease, (2) the Landlord shall have the right to terminate this Lease for default by the lender arising after lender's succession to the interest of Tenant under this Lease, subject to all rights of cure provided in paragraphs 13.2 and 13.3 of this Lease, and (3) Landlord shall enter into a new lease with the lender upon the same terms and conditions as herein contained in the event this Lease is terminated for any reason other than default of the lender, including rejection by Tenant's bankruptcy trustee.

ARTICLE XV

DIVERSION WORKS, CONVEYANCE SYSTEM AND TRANSMISSION LINES

15.1 Easement for Transmission Lines. It is understood that it will be necessary for Tenant to construct, or to have constructed, transmission lines across Landlord's adjacent property lying below the west rim of the Cedar Draw Canyon and on the east rim of the Cedar Draw Canyon which will lead to interconnection lines of Idaho Power Company. The exact location of said transmission lines will be determined by Tenant by survey, said location is presently unknown, but shall in no event interfere with Landlord's existing farming operations, irrigation system and equipment, including pivot, settling pond, pump access road and electrical service facilities. It is agreed that Landlord, in consideration of value stated hereinabove, shall grant a mutually agreed upon right-of-way easement to Tenant for such power lines and poles across Landlord's above-described adjacent. The easement shall be only for the purposes stated in this paragraph and shall be no larger in scope, purpose, burden or use and reasonably necessary for the construction, operation, maintenance and repair, and access therefor, of the power poles and lines.

15.2 Right of Access. It is understood, and further specifically agreed, that Tenant shall have the full right of access and entry upon and across the easement for transmission lines, as well as the diversion structure and conveyance system referred to in this Article XV. The transmission line easement

shall not unreasonably impede any person, organization, or corporation claiming or acquiring an interest in Landlord's property from crossing on or through said easement and constructing under, over and across a roadway, or roadways, or bridge or similar structure or utilities, and Landlord, or any person, organization or corporation claiming an interest in Landlord's property, through the Landlord, may deem, in its sole discretion, desirable, provided such use does not interfere with Tenant's use of the Property.

ARTICLE XVI

RENEWAL OPTION

Provided Tenant is not then in default hereunder, Tenant shall have the right at any time prior to the expiration of the Term of this Lease to renew this Agreement for an additional term of thirty (30) years on the same terms and conditions as specified in this Agreement. In the event Tenant elects to renew the Agreement, Tenant shall notify Landlord of its election to renew by written notice, duly executed by Tenant and delivered to Landlord not less than sixty (60), nor more than three hundred sixty-five (365) days prior to the end of the Term specified herein.

ARTICLE XVII

DEVELOPMENT OF F LATERAL

Tenant acknowledges the existence of and agrees to be bound by the terms and conditions of that certain Settlement Agreement dated May 8, 1984 by and among Thomas Leo McCauley,

Bonneville Pacific Corporation and Tenant, whereunder Tenant is given the right to develop a hydroelectric project on the "F Lateral" using Application for Permit for the Appropriation of Water, Permit No. 47-7672, as amended. Landlord acknowledges Tenant's right to develop said facility in accordance with said Settlement Agreement, and agrees that the uses of the Property specified herein shall be construed so as to include Tenant's right to use the Property for the construction, operation and maintenance of a hydroelectric project developed by Tenant on the F Lateral.

ARTICLE XVIII

GENERAL PROVISIONS

18.1 Plats and Riders. Clauses, plats and riders, if any, signed by the Landlord and the Tenant and endorsed on or affixed to this Lease are a part hereof.

18.2 Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any such term, covenant or condition with respect to any subsequent breach of the same, or for any other term, covenant or condition herein contained.

18.3 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the address set forth in the first paragraph of this Agreement, or

to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth in the first paragraph of this Agreement, or to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

18.4 Marginal Headings. The marginal headings and titles to the Articles of this Lease are not a party of this Lease and shall have no effect upon the construction of interpretation of any part hereof.

18.5 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

18.6 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, personal representatives, and assigns of the parties hereto; provided, however, that Tenant shall not assign, transfer or convey this Agreement or any interest of Tenant herein contained, except for financing purposes, without the prior written consent of Landlord.

18.7 Recordation. Either Landlord or Tenant may record this Lease or a short form memorandum thereof.

18.8 Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be

observed and performed hereunder, Tenant shall have quiet possession of the Property for the entire term hereof, subject to all the provisions of this Lease.

18.9 Amendment. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

18.10 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as may be reasonable.

18.11 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.12 Choice of Law. This Lease shall be governed by the laws of the State of Idaho.

18.13 Partial Invalidity. In the event any portion of this Agreement or part thereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

18.14 Parties' Further Assurances. The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the conveyances contemplated by this Agreement.

18.15 Parties. In construing this Agreement, it is understood that Landlord or Tenant may be more than one person; that if the Agreement so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to partnerships, corporate entities and to individuals.

18.16 Access Easement. Tenant shall provide to Landlord, at Tenant's expense, a twenty (20) foot wide exclusive, perpetual easement for vehicular traffic, ingress and egress, from a public road to a portion of Landlord's property consisting of approximately thirteen (13) acres located on the east rim of the Cedar Draw Canyon above the Project. Tenant shall locate the easement and have the same surveyed and staked within sixty (60) days of the date of this Agreement. Landlord, at Landlord's expense, shall have the sole responsibility of constructing and maintaining the roadway to be used by Landlord within said easement. Landlord shall also provide such gates and locks as may reasonably required to protect the rights and interests of third parties in and to the real property through which said easement shall run.

18.17 Fencing. Tenant agrees to construct a boundary fence along portions of Landlord's 13 acre parcel located on the east rim of the Cedar Draw Canyon above the Project provided that Landlord pay one half (1/2) of the cost of materials used in the construction of such fence.

18.18 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, walkouts, labor troubles, inability to procure materials, riots, insurrections, wars or other reason of like nature, not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then performance of such action shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18.19 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supercedes all previous agreements, both oral and written, between the parties hereto or their successors in interest.

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

DEREK C. CANTRELL

GEORGIA LEE CANTRELL

CHARLES CANTRELL

By _____
DEREK C. CANTRELL, Attorney in Fact for Charles Cantrell

VIVIAN CANTRELL

By _____
DEREK C. CANTRELL, Attorney in Fact for Charles Cantrell

"Landlord/Seller"

CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership

By BONNEVILLE PACIFIC CORPORATION, a Utah corporation
Its General Partner

By _____
Its _____

"Tenant/Buyer"

STATE OF IDAHO)
: ss.
COUNTY OF TWIN FALLS)

On this 16th day of May, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Derek C. Cantrell, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: Twin Falls

My Commission Expires:
9-15-86

STATE OF IDAHO)
: ss.
COUNTY OF TWIN FALLS)

On this 16th day of May, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Georgia Lee Cantrell, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

NOTARY PUBLIC for Idaho
Residing at: Twin Falls

My Commission Expires:
9-15-86

STATE OF IDAHO)
: ss.
COUNTY OF TWIN FALLS)

On this 16th day of May, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Derek C. Cantrell, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Charles Cantrell, and acknowledged to me that he subscribed the name of Charles Cantrell thereto as principal, and his own name as attorney in fact.

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

NOTARY PUBLIC for Idaho
Residing at: Twin Falls

My Commission Expires:
9-15-86

STATE OF IDAHO)
: ss.
COUNTY OF TWIN FALLS)

On this 16th day of May, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Derek C. Cantrell, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Vivian Cantrell, and acknowledged to me that he subscribed the name of Vivian Cantrell thereto as principal, and his own name as attorney in fact.

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

NOTARY PUBLIC for Idaho
Residing at: Twin Falls

My Commission Expires:
9-15-86

STATE OF Idaho)
: ss.
COUNTY OF Twin Falls)

On this 16th day of May, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert L. Wood, known to me to be the Secretary of Bonneville Pacific Corporation, a general partner of Crystal Springs Hydroelectric Company, and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that said corporation executed the same in said partnership name.

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

NOTARY PUBLIC for Idaho
Residing at: Twin Falls

My Commission Expires:

9-15-86

6741C

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASE PROPERTY

That part of the SW1/4 NE1/4 of Section 23, Township 9 South, Range 15 East, Boise Meridian, lying east of the existing farm dirt road on the immediate west side of the Cedar Draw Canyon; excluding, however, that part lying east of and above the east rim rock on the east side of the Cedar Draw Canyon.

EXHIBIT "C"

WATER RIGHTS AND PERMITS

(Attached)

Form 202
3/78

Ident. No. 47-7767

RECEIVED
DEC 29 1983
Department of Water Resources
Southern Division Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Amended APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9600

   Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

   Amount 110 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 110 cubic feet per second and/or b. _____ acre feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

   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 _____ (Month Da.) to _____ (Month Da.) 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: SW ¼ of NE ¼ of Section 14 Township 9S
      Range 15E B.M.
      (2) Amount of power to be generated: * See Remark (1) horsepower under 267 feet of head.
      (3) List number of each kind of livestock to be watered _____
      (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
      (5) If water is to be used for other purposes describe:

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

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

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. 47-7768

9. a. Who owns the property at the point of diversion Derek Cantrell

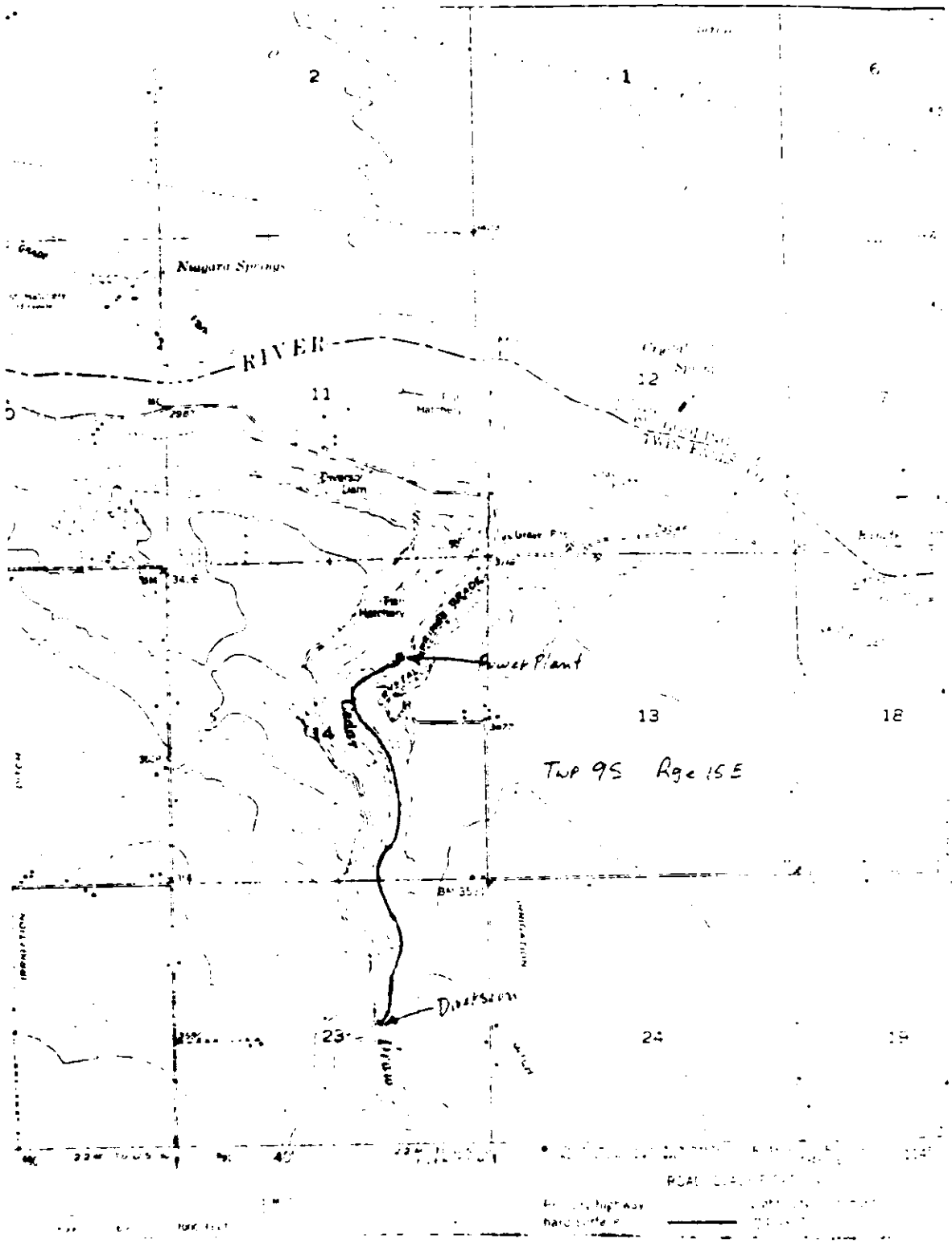
b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

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 diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7768 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

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.

(Applicant)

Received by mmeyer Date 12/20/84 Time 12:00 Amended Applic.

Preliminary check by ADM Fee $ 20.00

Receipted by mmeyer Date 1/3/85 # 85251

Publication prepared by mmeyer Date 1/3/85

Published in Times-News

Publication dates 1/9 + 1/17/85

Publication approved ____ Date ____

Protests filed by: ____

Copies of protests forwarded by ____

Hearing held by ____ Date ____

Recommended for approval denial by ____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other:

Form 202
3/78

Ident. No. 47-7768

AMENDED
RECEIVED
DEC 20 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Amended APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9601

   Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

   Amount 110 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

   a. 110 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

   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 _____ (Month/Day) to _____ (Month/Day) inclusive.

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

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

8. Description of proposed uses:
   a. If water is not for irrigation:
      (1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9S
      Range 15E B.M.
      (2) Amount of power to be generated: * horsepower under 267 feet of head. * See Remark (1)
      (3) List number of each kind of livestock to be watered _____
      (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.
      (5) If water is to be used for other purposes describe: _____

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

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

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. _____
47-7767

9. a. Who owns the property at the point of diversion Derek Cantrell

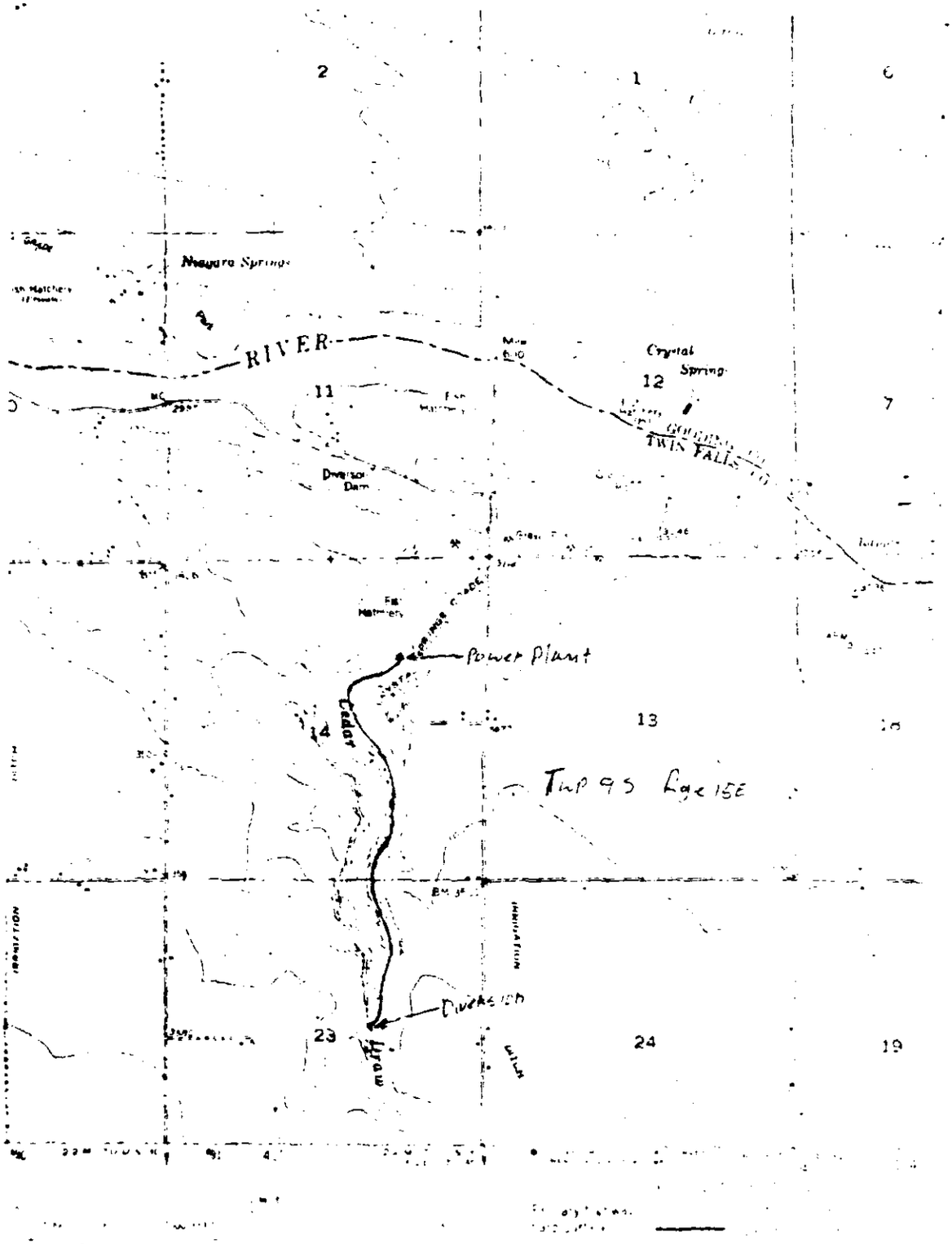
b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

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 diversion point is leased.

10. Remarks

(1) This application is being combined with 47-7767 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

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.

(Applicant)

Received by merge Date 12/20/84 Time 12:00 p

Preliminary check by ADM Fee $ 20.00 Amended Applic Fee

Receipted by merge Date 1/3/85 # 35251

Publication prepared by merge Date 1/3/85

Published in times news

Publication dates 1/10 & 1/17/85

Publication approved merge Date 1/9/85

Protests filed by: _____

_____

_____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other:

Form 202
3/78

Ident. No. 47-7672

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

AMENDED

1. Amended 6/21/84

To appropriate the public waters of the State of Idaho

1. Name of applicant LeRoy Bylund Phone (208) 326-4170

Post office address P.O. Box 109, Buhl, Idaho 83316

2. Source of water supply LF Lateral of Twin Falls Canal Company which is a tributary of Snake River

3. Location of point of diversion is SW ~~NW~~ ¼ of NE SE ¼ of Section 23 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 110 cfs (cfs or acre-feet per annum) for power purposes from Jan. 1 to Dec. 31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 110 cfs cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. ~~Two~~ One penstocks into single generating unit.

b. Height of storage dam 5' feet, active reservoir capacity None acre-feet, total reservoir capacity _____ acre-feet, materials used in storage dam: _____

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

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: SW ¼ of NE ¼ of Section 23 Township 9 S.

Range 15 E. B.M.

(2) Amount of power to be generated 1500 horsepower under 120 feet of head.

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

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

(5) If water is to be used for other purposes describe: Hydro-power generation power generated will be sold to Idaho Power Company pursuant to Public Utilities Regulatory Act.

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

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

Total number of acres to be irrigated _____

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

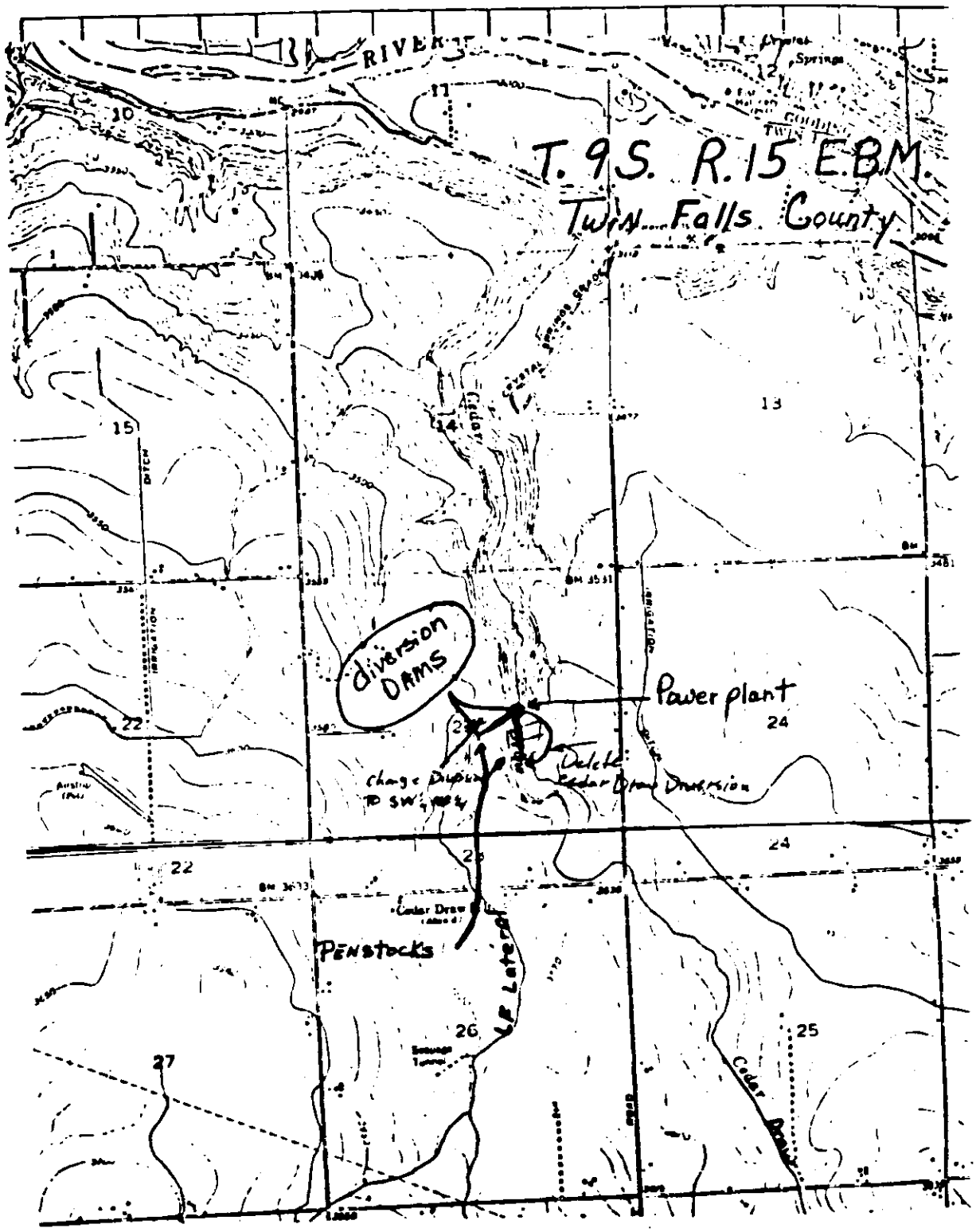
9. a. Who owns the property at the point of diversion Thomas and Rebecca McCauley

b. Who owns the land to be irrigated or place of use Myrtle Reed, Charlie and Derek Cantrell

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing Applicant has secured an agreement for use of property at place of use. Applicant will condem to points of diversion.

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.

(Applicant)

Received by JR Date 12-16-80 Time 2:45 pm.

Preliminary check by ___ Fee $ 20.00

Receipted by JR Date 12-16-80 # 16921

Publication prepared by [illegible] Date 12-18-80

Published in Idaho Daily News

Publication dates 1/1/81 & 1/8/81

Publication approved [illegible] Date [illegible]

Protests filed by: [illegible]

[illegible]

Copies of protests forwarded by ___

Hearing held by ___ Date ___

Recommended for approval denial by ___

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other: ___

Witness my hand this ___ day of ___, 19___.

___

Director

Form 202
3/78

Ident No 47-7991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Springs Hydroelectric Co. Phone 734-9600

Post office address P. O. Box 1892 Twin Falls, Idaho 83301

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S

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

4. Water will be used for the following purposes:

Amount 40 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated:

a. 40 cubic feet per second and/or b. acre feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

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 (Month/Day) to (Month/Day) inclusive.

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

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

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water SW ¼ of NE ¼ of Section 14 Township 9S

Range 15E B.M.

(2) Amount of power to be generated • See Remark (1) • horsepower under 267 feet of head

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

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

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

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

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

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. 47-7768 and 47-7767

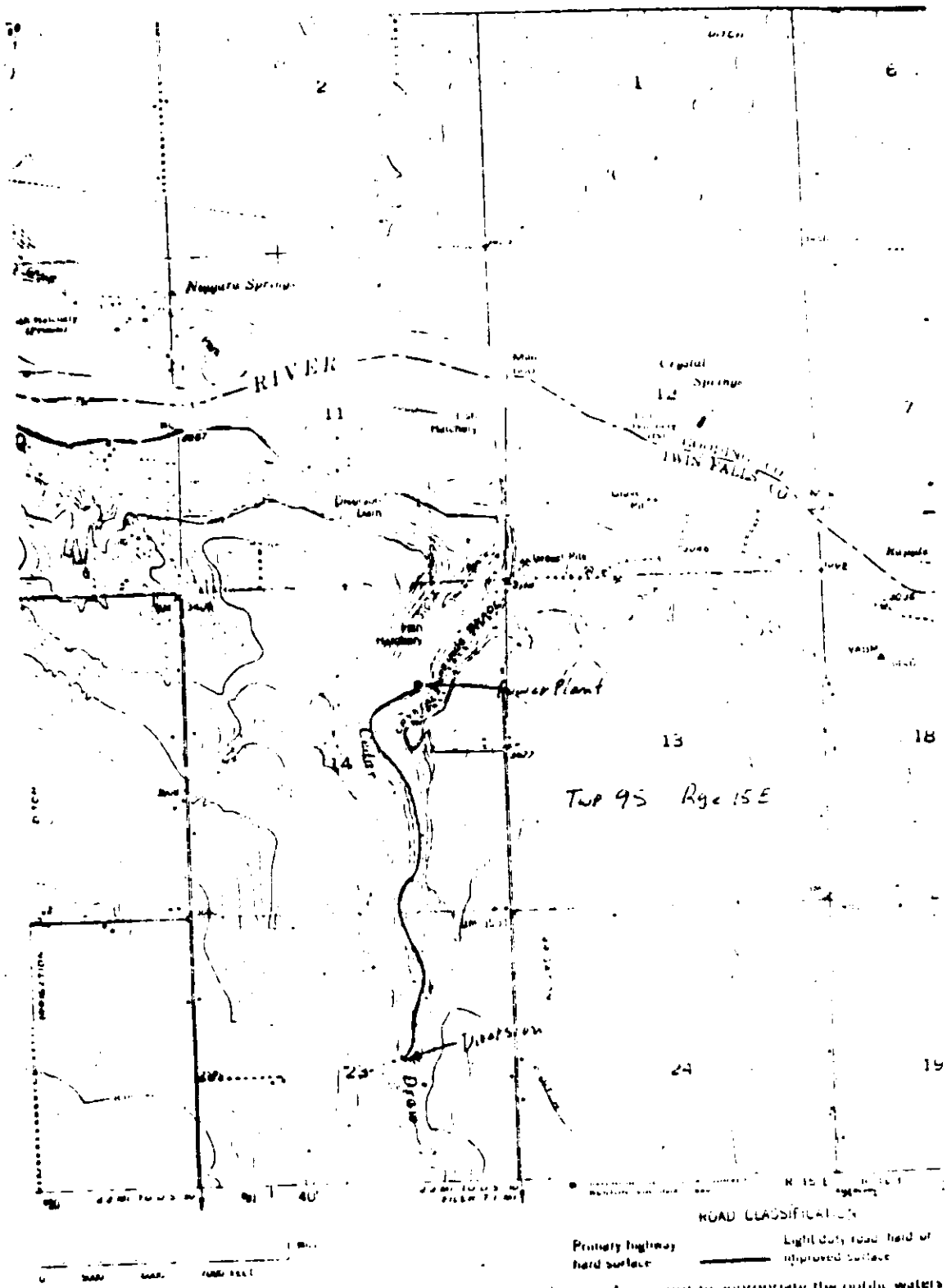
9. a. Who owns the property at the point of diversion Derek Cantrell

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch

c. If the property is owned by a person other than the applicant, describe the arrangement enabling applicant to make this filing Land at diversion point is leased.

10. Remarks (1) This application is being combined with 47-7767 and 47-7768 to generate 4500 theoretical horsepower under 267 feet of head with 150 cfs. of water in a single power plant

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 the State of Idaho as herein set forth:

(Applicant)
Crystal Springs Hydroelectric Co.

Received by [illegible] Date 12/27/84 Time 12:00

Preliminary check by TGB Fee $ 625.00 # 95250

Receipted by meyer Date 1/2/85

Publication prepared by meyer Date 1/7/85

Published in Times news

Publication dates 1/24 & 1/31/85

Publication approved meyer Date 1/23/85

Protests filed by: _____

_____

_____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

   d. Other:

Form 202
3/78

Ident No. PENDING

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Crystal Spring's Hydroelectric Co. c/o Bonneville Pacific Corporation Phone (501) 363-1900
   Post office address 200 E. South Temple, Suite 300, Salt Lake City, UT 84111

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

3. Location of point of diversion is SW ¼ of NE ¼ of Section 23 Township 9S
   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 (cfs or acre-feet per annum) for Power purposes from 1/1 to 12/31 (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)
   Amount _____ (cfs or acre-feet per annum) for _____ purposes from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated:

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

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. Diversion canal and penstock

   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 _____ (Month Day) to _____ (Month Day) inclusive.

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

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

8. Description of proposed uses.
   a. If water is not for irrigation
      (1) Give the place of use of water: SW ¼ of NE ¼ of Section 14 Township 9 S
      Range 15E B.M.
      (2) Amount of power to be generated: See Remark (1) horsepower under _____ feet of head
      (3) List number of each kind of livestock to be watered _____
      (4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____
      (5) If water is to be used for other purposes describe _____

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

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

Total number of acres to be irrigated _____

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

47-7768, 47-7767, 47-7672 and 47-7991

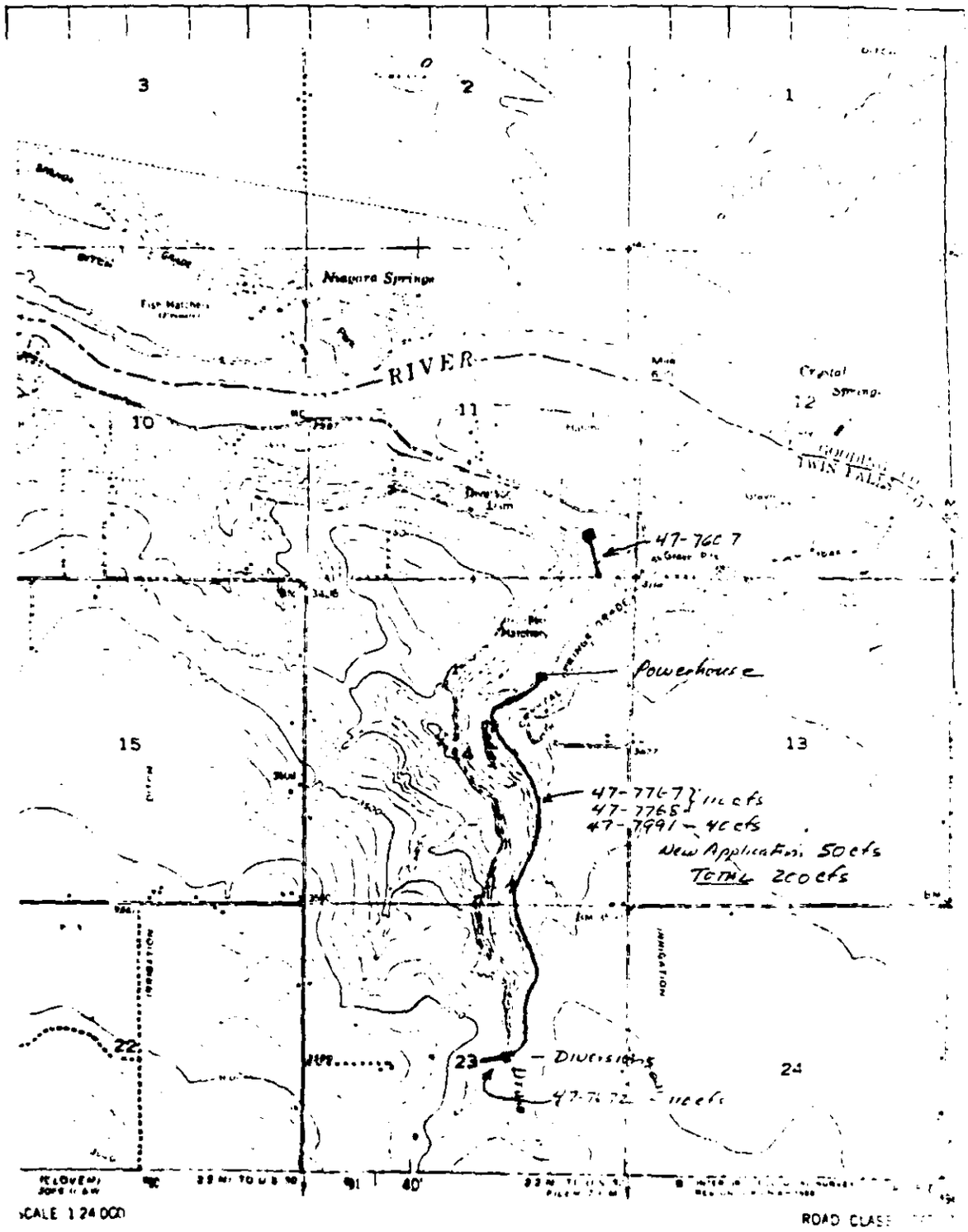
9. a. Who owns the property at the point of diversion Dereck Cantrell, et al.

b. Who owns the land to be irrigated or place of use Asher B. Wilson/David R. Millard

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 diversion and land at place of use are under lease to applicant.

10. Remarks This application is being combined with 47-7767, 47-7768, 47-7672 and 47-7991 to generate 4539 theoretical horsepower under 287 feet of head with 200 cfs of water in a single power plant.

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.

Crystal Spring's Hydroelectric Company

By _____

of and for (Applicant)

Bonneville Pacific Corporation

Its General Partner

No Response Necessary

State of Idaho
DEPARTMENT OF WATER RESOURCES
WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

May 3, 1985

MAY 7 1985
Time:
THOMAS G. WHITEHEAD
CHARTERED
File No:

Crystal Springs Hydroelectric Co.
P.O. Box 1892
Twin Falls, ID 83301

RE: 47-S-70

Gentlemen:

This office has reviewed your above referenced application for a permit to alter a stream channel and has prepared a decision as provided for in Section 42-3805 of the Idaho Code.

You may consider this letter as a permit to alter the stream channel shown on your application provided the conditions listed below are adhered to.

SPECIAL CONDITIONS:

MINIMUM STANDARDS

9,1 - Construction Procedures

9,2 - Dumped Rock Riprap

9,8 - Removal of Sand and Gravel Deposits

A permit is not required from the Department of Lands.

Stream bank vegetation shall be protected to the extent practical during construction. Disturbed areas shall be revegetated, if appropriate, after completion of construction.

All areas subject to erosion as a result of the construction shall be protected with rock riprap or other suitable methods of erosion protection.

All construction shall be completed in accordance with descriptions and methods on the application and attachments submitted with the application unless otherwise specified. Any changes must be approved by this department prior to construction.

All temporary structures, excavated material, vegetation or construction debris resulting from the construction shall be disposed of out of the stream channel where it cannot reenter the channel at high flows.

This permit shall expire December 31, 1985.

GENERAL CONDITIONS:

This permit does not constitute any of the following:

a. An easement or right-of-way to trespass across or work upon property belonging to others.
b. Other approval that may be required by State or Federal Government, unless specifically stated in the special conditions above.
c. Responsibility of the Department of Water Resources for damage to adjacent properties due to work done.
d. Compliance with the Federal Flood Insurance Program, FEMA regulations or approval of the local Planning and Zoning authority.

The permit holder or operator must have a copy of this permit at the alteration site and available for inspection at all times.

The Department of Water Resources may cancel this permit at any time that it determines such action is necessary to minimize adverse impact on the stream channel.

CONDITIONS AND CONSTRUCTION PROCEDURES APPROVED UNDER THIS PERMIT MAY NOT COINCIDE WITH THE PROPOSAL AS SUBMITTED. FAILURE TO ADHERE TO CONDITIONS AS SET FORTH HEREIN CAN RESULT IN LEGAL ACTION AS PROVIDED FOR IN SECTION 42-3809, IDAHO CODE.

If you object to the decision issuing this permit with the above conditions, you have fifteen days in which to notify this office in writing that you request a formal hearing on the matter. If an objection has not been received within fifteen days, this decision will be final.

If you have any questions, please contact this office.

Yours truly,

David B. Shaw
Western Region Supervisor

enc.

cc: IDWR - S.O., IDOL, IDFG, IDHW - DOE, C of E
David R. Millard

JOINT APPLICATION FOR PERMIT
U.S. ARMY CORPS OF ENGINEERS
AND
STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES
AND
STATE OF IDAHO, DEPARTMENT OF LANDS

Date: [illegible]

The Department of the Army permit program is authorized by Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act. These laws require permits authorizing structures and work in or affecting navigable waters of the United States and the discharge of dredged or fill material into waters of the United States, including their adjacent wetlands. State permits are required under the State of Idaho Stream Channel Protection Act (Title 42, Chapter 38, Idaho Code) and the Idaho Lake Protection Act, Section 58-1420 et. seq, Idaho Code. This application will meet the requirements of the above agencies.

The applicant has sent copies of this application to the agencies checked: ID Dept. Water Res. - Boise ☐, Couer d'Alene ☐; ID Dept. Lands ☐, Corps of Engineers - Walla Walla [X], Seattle ☐, Sacramento ☐.

PLEASE TYPE OR PRINT

FOR OFFICE USE

1. Corps of Engineers # _____
Date Received _____

2. State of Idaho # 47-S-70
Date Received _____

3. NAME OF APPLICANT Crystal Springs Hydroelectric Co.
Address 184 Second Street West
P. O. Box 1892
City, State, Zip Code Twin Falls, Idaho 83301
Phone: Work (208) 734-9600 Home ( )
Date of Application September 28, 1984

4. AUTHORIZED AGENT David R. Millers
Address 22627 - 102nd Southeast
City, State, Zip Code Kent, Washington 98031
Phone: Work (206) 852-1677 Home (206) 852-0[illegible]

5. Location where proposed activity exists or will occur.

Name of waterway Cedar Draw Creek
Tributary of Snake River
Filer, Idaho
In or near city or town
Twin Falls, Idaho 83301
County State Zip Code

Assessor's Description
Or
Tract or Govt. Lot

42 ° 37 ' 40 " Latitude
114 ° 39 ' 30 " Long tude
(Required when activity is located in Corps of Engineers Seattle District - See Appendix A)

See attached legal description
Sec. Twp. Rge.

6. Describe the proposed activity, including description of the type of structures, if any to be erected on fills, or pile or float-supported platforms. If additional space is needed, use a separate sheet. Note: Applications for Department of the Army permits must include one set of reproducible drawings no larger than 8½ x 11 inches in size.

Describe the proposed activity in detail: See attached project description

7. Purpose and intended use:

Commercial Energy generation Public _____ Private _____ Other _____

Describe Production of electricity by hydroelectric facility located on Cedar Draw Creek

Length of project along stream or extension into lake or reservoir: Diversion structure - 50 feet along the bank and across the stream

Stream gradient: Lower Reach 0.00297 / Upper Reach 0.0162 ft. per ft.

Will material be placed waterward of ordinary high water mark? Yes, Diversion structure

Will material be placed in adjacent wetlands? No.

Type of fill material: Reinf. conc./riprap (i.e. sand, etc.) Material Source: [illegible]

Volume of material to be placed 50 CY of conc./300 of riprap (cubic yards)

Will excavation be required? Yes Disposal Site Location: Adjacent to stream

Method of diverting flow, if needed: Coffer dam

Method of controlling turbidity: Clean riprap / clean forms

8. Proposed Starting Date of Project December 1, 1984 Estimated Duration of Project [illegible]

Describe construction methods and equipment: Diversion structure will be constructed utilizing standard construction equipment, i.e., backhoe/crane/dozer, conveyance line will be constructed with dozer and backhoe, forebay and powerhouse foundation and tailrace excavation will be performed with dozer and backhoe. If bedrock is encountered, it will be removed by ripping and blasting. The pipeline will be welded together in the field, while the diversion structure and powerhouse will be build with poured in-place concrete.

9. If any portion of the activity is complete indicate month and year of completion _____ Indicate the existing work on the drawings.

10. Names, addresses and telephone numbers of adjoining property owners, lessees, etc., whose property also adjoins the waterway.

Derek and Georgia Cantrell	Route # 4, Buhl, Idaho 83316
Wilson Farms, c/o Crystal Springs Ranch	P. O. Box 109, Buhl, Idaho 83316
Crystal Springs Ranch	P. O. Box 109, Buhl, Idaho 83316

11. LEGAL OWNER IF OTHER THAN APPLICANT: Derek and Georgia Cantrell

Address: Route No. 4,

City, State, Zip Code: Buhl, Idaho 83316

Phone: Work (Area) Home (Area)

12. List other applications, approvals or certifications from other Federal, interstate, state, or local agencies for any structures, constructions, discharges, deposits, or other activities described in this application.

Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
Twin Falls Co.	Special Use		June 7, 1984	September 11, 1984

13. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? [ ] YES [X] NO (If "Yes" explain)

14. Preparation of drawings. One set of original or good quality reproducible drawings must be attached to this application. Drawings attached to Department of the Army permit applications must be no larger than 8½ x 11 inches in size. See the instruction pamphlet for instructions and a checklist for completing the drawings.

15. Remarks or additional information: See FERC License Application appended hereto.

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to come upon the above-described location to inspect the proposed or completed work.

December 6, 1984
Date

Signature of Applicant (Required)

The application must be signed by the applicant. If an authorized agent is to be designated, item 4 and the following information should be completed.

I hereby designate _____ to act as my agent in matters related to this permit application. I understand that if a federal permit is issued, I must sign the permit.

Date Signature of Authorized Agent (if applicable) Signature of Applicant (if applicable)

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both. Do not send a permit processing fee with this application. The appropriate fee will be assessed when a permit is issued.

DO NOT SEND PROCESSING FEE WITH APPLICATION

9. MINIMUM STANDARDS, STREAM CHANNEL ALTERATIONS

9,1. Construction Procedures. Construction shall be done in accordance with the following procedures unless specific approval of other procedures has been given by the Director. When an applicant desires to proceed in a manner different from the following, such procedures should be outlined on the application.

a. No construction equipment shall be operated below the existing water surface without specific approval from the Director except as follows:

Fording the stream at one location only will be permitted unless otherwise specified; however, vehicles and equipment will not be permitted to push or pull material along the streambed below the existing water level. Work below the water which is essential for preparation of culvert bedding or approved footing installations shall be permitted to the extent that it does not create unnecessary turbidity or stream channel disturbance. Frequent fording will not be permitted in areas where extensive turbidity will be created.

b. Any temporary crossings, bridge supports, cofferdams, or other structures that will be needed during the period of construction shall be designed to handle high flows that could be anticipated during the construction period. All structures shall be completely removed from the stream channel at the conclusion of construction and the area shall be restored to a natural appearance.

c. Care shall be taken to cause only the minimum necessary disturbance to the natural appearance of the area. Streambank vegetation shall be protected except where its removal is absolutely necessary for completion of the work.

Any vegetation, debris, or other material removed during construction shall be disposed of at some location out of the stream channel where it cannot reenter the channel during high stream flows.

All new cut or fill slopes that will not be protected with some form of riprap shall be seeded with grass to prevent erosion.

d. All fill material shall be placed and compacted in horizontal lifts except as provided for in Rule 9,5. for uncompacted dike and levee construction. Areas to be filled shall be cleared of all vegetation, debris and other materials that would be objectionable in the fill.

e. The Director may limit the period of construction as is necessary to minimize serious conflicts with fish migration and spawning, recreation use, etc.

For further information, contact: Idaho Department of Water Resources

Western Region
450 W. State St. (Third Floor)
Boise, Idaho 83720
334-2190

or

Northern Region
4055 Government Way
Coeur d'Alene, Idaho 83814
765-4639

9,2. Dumped Rock Riprap

a. Riprap must be placed on a compact and stable embankment.

b. Sideslopes of riprap shall not be steeper than 2:1 (2' horizontal to 1' vertical) except at ends of culverts and at bridge approaches where a 1 1/2:1 sideslope is standard.

c. The minimum thickness of the riprap layer shall equal the dimension of the largest size riprap rock used or be 18 inches, whichever is greater. When riprap will be placed below water, the thickness of the layer shall be 50 percent greater than specified below.

d. Riprap protection must extend at least one foot above the anticipated high water surface elevation in the stream, however, in no case will riprap be required to extend above the elevation of the top of the bank.

e. Rock for riprap shall consist of sound, dense, durable, angular rock fragments, resistant to weathering and free from large quantities of soil, shale, and organic matter. The length of a stone must not be more than three times its width or thickness. Rounded cobbles, boulders, and streambed gravels are not acceptable as dumped riprap.

f. Riprap size and gradation are commonly determined in terms of the weight of riprap rock. The average size of riprap rock must be at least as large as the maximum size stone that the stream is capable of moving. The maximum size of riprap rock used shall be 2 to 5 times larger than the average size.

There are many methods used for determining the gradation of riprap rock. One of these many acceptable methods is shown in Table 1 and Figure 1.

For further information, contact: Idaho Department of Water Resources

Western Region
450 W. State St. (Third Floor)
Boise, Idaho 83720
334-2190

or

Northern Region
4055 Government Way
Coeur d'Alene, Idaho 83814
765-4639

The full course thickness of the riprap shall be placed in one operation. Dumping riprap long distances down the bank or pushing it over the top of the bank with a dozer shall be avoided if at all possible. Material should be placed with a backhoe, loader, or dragline. Dumping material near its final position on the slope or dumping rock at the toe and bulldozing it up the slope is a very satisfactory method of placement, if approval is obtained for the use of equipment down in the channel.

Source U.S. Soil Conservation Service "Engineering Field Manual," 1969.

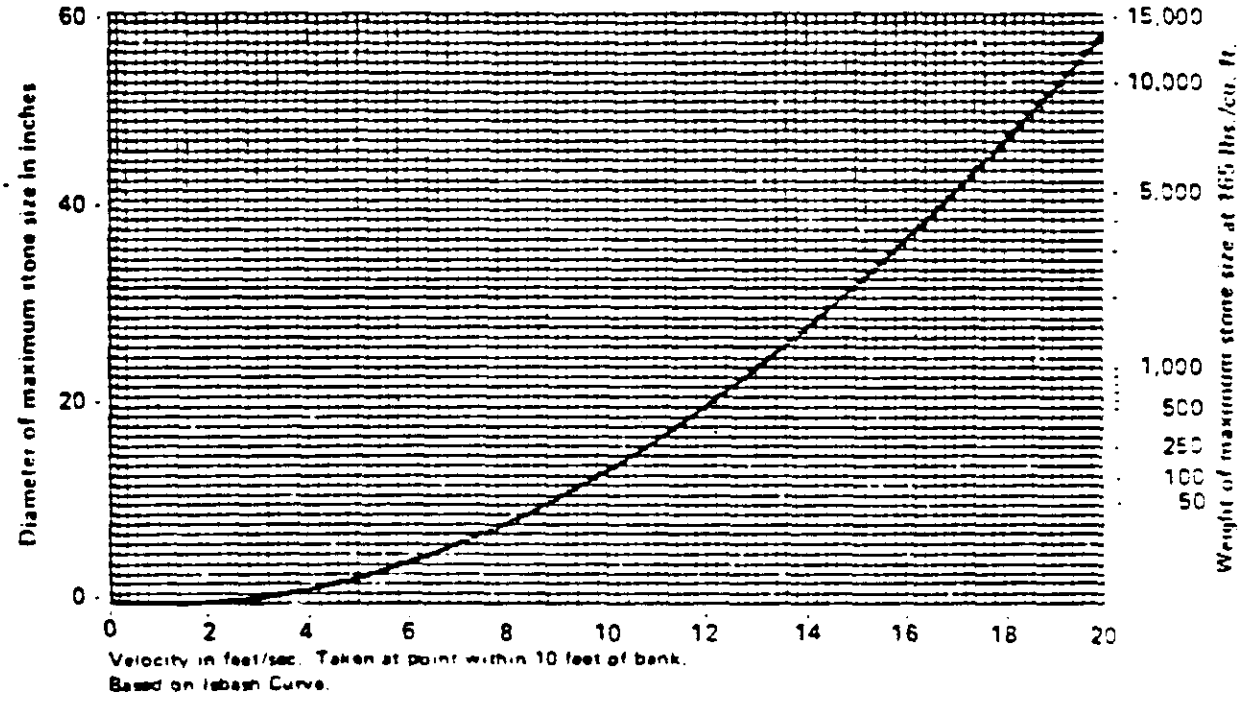
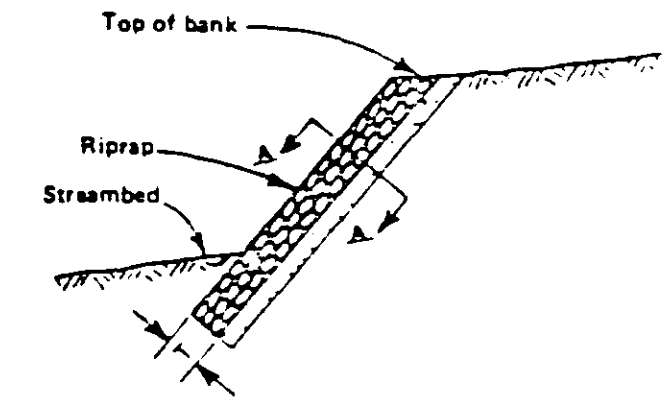
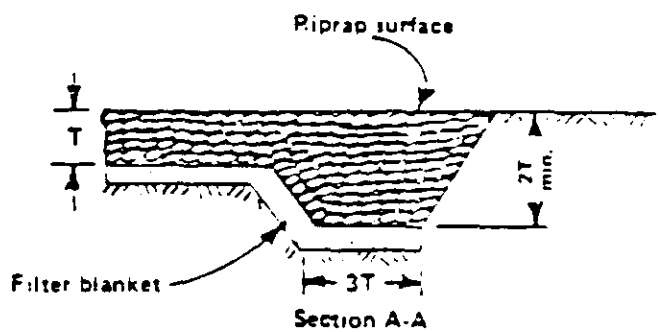


FIGURE 1. Maximum stone size for riprap for sideslope no steeper than 1½:1





View shown above is cross section at end of riprap looking down along the sideslope toward streambed.

FIGURE 3. Protection against undermining

MINIMUM STANDARDS, STREAM CHANNEL ALTERATIONS

9,8. Removal of Sand and Gravel Deposits. This work consists of removal of sand and gravel deposits from within a stream channel. The following conditions shall be adhered to unless other methods have been specified in detail on the application and approved by the Director.

9,8,1. Sand and gravel must not be removed below the water surface existing at the time of the work. Where work involves clearing a new channel for flow, removal of material below water level will be permitted to allow this flow to occur; however, this must not be done until all other work in the new channel has been completed.

9,8,2. A buffer zone of undisturbed streambed material at least 5 feet in width or as otherwise specified by the Director shall be maintained between the work area and the existing stream. The applicant shall exercise all reasonable precautions to insure that turbidity is kept to a minimum.

9,8,3. Equipment shall be allowed to cross the existing stream in one location only, but will not be permitted to push or pull material along the streambed while crossing the existing stream.

9,8,4. Work must be done in a manner that will least disturb the natural appearance of the area. Sand and gravel shall be removed in a manner that will not leave unsightly pits or other completely unnatural features at the conclusion of the project.

For further information, contact: Idaho Department of Water Resources

Western Region
450 W. State St. (Third Floor)
Boise, Idaho 83720
334-2190

or

Northern Region
4055 Government Way
Coeur d'Alene, Idaho 838[illegible]
765-4639

EXHIBIT "D"

CONSTRUCTION CONTRACTS

(Attached)

CONSTRUCTION AGREEMENT

CRYSTAL SPRINGS HYDROELECTRIC COMPANY and SUMMIT CONSTRUCTION COMPANY.

This AGREEMENT is entered into this 15th day of June, 1985, by and between CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, with a principal place of business at 834 Falls Avenue, Suite 1020L, Twin Falls, Idaho 83301, hereinafter referred to as "Owner", and Summit Construction Company, with a principal place of business at 834 Falls Avenue Suite G, P.O. Box 1298, Twin Falls, Idaho 83301, hereinafter referred to as the "Contractor".

WHEREAS, the Owner wishes to have designed and constructed a hydroelectric facility on Cedar Draw Creek in Twin Falls County, Idaho; and

WHEREAS, the Contractor is willing to prepare and submit drawings and specifications for approval of such construction and complete the construction in accordance with such drawings and specifications.

NOW, THEREFORE, in consideration of the premises hereinafter set forth, the parties hereto do hereby agree as follows:

1. Subject to and in accordance with the General Provisions which are attached hereto and made part of this Agreement, the Contractor shall perform the necessary engineering services consistent with the Owner's preliminary specifications and instructions set forth in Schedule A attached hereto and made part of the Agreement, and shall procure, order and furnish materials, labor and equipment, except those items to be specifically furnished by the Owner, and shall construct the facilty at the location generally shown in Schedule A.

2. The Contractor shall complete the Work pursuant to this Agreement in accordance with the time schedule set forth in Schedule B attached hereto and made part of this Agreement.

3. (a) The Owner shall pay the Contractor for its performance under this Agreement as defined in SCHEDULE B, subject to additions and deductions provided for herein, the Cost of Work, to be ONE MILLION EIGHT HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS AND NO CENTS ($1,867,256), except as it may be increased or decreased by changes in the Work. The above Cost of Work is a lump sum price and includes the cost of miscellaneous engineering services, overhead and profit.

(b) The Contractor agrees to return to the owner any money saved on the bugeted subcontract amounts outlined in Schedule B, and placed in the Project Contengency Fund.

(c) The Contractor agrees to bare all cost over runs of the Project which exceeds the Project Contungency Fund.

(d) The Contractor and the Owner mutually agree to equally share the Project Contengency Fund upon the completion of the Project.

4. (a) The Owner hereby designates Orlin V. Clements, Jr. as its Project Manager, and all subsequent documents required to be executed under this Contract shall be signed by Orlin V. Clements, Jr., Vice President Engineering and Operations.

(b) The Contractor hereby designates Phillip Pelett as overall manager authorized to sign monthly estimates and subsequent documents under this contract, and John Houghtelin as project manager.

5. The execution of this Construction Agreement by both the Owner and the Contractor shall be Notice to Proceed to the Contractor to commence with the work hereunder in accordance with the General Provisions for Construction Agreement attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date hereinfore set forth.

CRYSTAL SPRINGS HYDROELECTRIC COMPANY

By: BONNEVILLE PACIFIC CORPORATION

By: _____
Orlin V. Clements, Jr.
Vice President Engineering
and Operations

Attest: _____
Robert L. Wood
Secretary/Treasurer

SUMMIT CONSTRUCTION COMPANY

By: _____
Phillip Aslett
President

Attest: Sharon Baun

SCHEDULE A
OWNER'S INSTRUCTIONS

ATTACHED TO AND MADE A PART OF THE CONSTRUCTION AGREEMENT
DATED JUNE 15, 1985 BETWEEN
CRYSTAL SPRINGS HYDROELECTRIC COMPANY & SUMMIT CONSTRUCTION COMPANY
DESCRIPTION OF PROJECT

The project consists of the following:

(a) Concrete diversion and penstock intake structure with two (2) mechanical trashrack units located on the Cedar Draw Creek in the SW 1/4 NE 1/4 of Section 23, Township 9 South, Range 15 East, B.M.

(b) Approximately 7,900 feet of 60-inch welded steel penstock and access road through the W 1/2 of NE 1/4 of said Section 23 and the W 1/2 of SE 1/4 and NE 1/4 of Section 14, Township 9 South, Range 15 East, B.M.

(c) Concrete and block powerhouse with four (4) turbines and generators of 548 KW, 686 KW, 767 KW, and 911.4 KW ratings located in the NW 1/4 NE 1/4 of said Section 14.

(d) Manifold, valves, electrical controls, programmable controller, and switchgear for four (4) T/G units.

(e) Earth and riprap tailrace from said powerhouse to Cedar Draw Creek.

(f) Approximately 5900 feet of 46,000 volt transmission line from said powerhouse to the existing Cedar Draw Hydroelectric Substation located in the NW 1/4 SE 1/4 of said Section 23.

(g) 2,500 kv step-up transformer 4,162 volt to 46 kv to be located at the existing Crystal Springs Hydroelectric Substation along with required additional intertie and metering equipment.

(h) Access road from existing County Cedar Draw grade road to said powerhouse.

SCHEDULE B
CRYSTAL SPRINGS HYDROELECTRIC PROJECT
DEVELOPMENT CONTRACT COST SUMMARY

I.	SUMMIT CONSTRUCTION COMPANY:		
	A. CIVIL AND MECHANICAL	$872,088	
	B. ELECTRICAL AND SUBSTATION	230,000	
	C. POWERLINE CONTRACT	75,000	
	D. NORTHWEST PIPE AND CASING	442,979	
	E. PAINTING PIPE	74,160	
	F. WALKER WATER SYSTEMS	6,207	
	G. TRASH RACKS	72,696	
	H. AIR VAC VALVES, DRAINS AND HVAC	16,133	
	I. GRAVEL	30,000	
	J. CONSTRUCTION MANAGEMENT	45,000	
	K. TELEPHONE SERVICE	3,000	
	SUBTOTAL; SUMMIT CONSTUCTION COMPANY		$1,867,256
II.	BONNEVILLE PACIFIC CORPARTION		
	A. INGERSOLL RAND CONTRACT	$574,166	
	B. INGERSOLL RAND STARTUP COST	14,995	
	C. INGERSOLL RAND EXTRA EQUIP.	41,267	
	D. INGERSOLL RAND 4TH TURBINE	85,000	
	E. REMOTE COMPUTER & SOFTWARE	17,000	
	F. CONSTRUCTION ENGINEERING	30,000	
	SUBTOTAL CRYSTAL SPRINGS HYDROELECTRIC COMPANY		$762,428
	SUBTOTAL SUMMIT & BONNEVILLE		$2,629,684
	CONTINGENCY FUND		$353,672
	TOTAL PROJECT COST		$2,983,356

SCHEDULE C
TIME SCHEDULE

ATTACHED TO AND MADE A PART OF THE CONSTRUCTION AGREEMENT DATED JUNE 1, 1985 BETWEEN **CRYSTAL SPRINGS HYDROELECTRIC COMPANY** AND SUMMIT CONSTRUCTION COMPANY

1. SUBSTANTIAL COMPLETION

(A) There shall be two (2) Substantial Completion dates; the first for the completion of the Work except for furnishing, placing and testing the fourth turbine-generator and its appurtenances and the second Substantial Completion date shall be when the fourth turbine-generator and its appurtenances are placed and tested.

The first Substantial Completion date shall be not later than November 1, 1985, at which time the Work shall be sufficiently completed to test all functions of the facility, except the fourth turbine installation.

The second Substantial Completion date, at which time the fourth turbine-generator shall be placed and tested, shall be not later than forty-five (45) days following delivery at the site of the fourth turbine-generator, or the same time as the first Substantial Completion date, whichever comes later.

(B) At the time Substantial Completion is claimed by the Contractor shall inspect the Work and the Owner shall inform the Contractor of his opinion as to any uncompleted Work. The Contractor shall then proceed to complete any agreed upon uncompleted Work and proceed to place the facility "on-line" with Idaho Power Company. This same process shall apply to both Substantial Completion dates respective to the Work expected to be completed at each date.

2. FINAL ACCEPTANCE AND PAYMENT

(A) There shall be two (2) Final Acceptance dates; the first for Final Acceptance of the Work except for the fourth turbine-generator and its appurtenances and the second Final Acceptance date for the fourth turbine-generator and its appurtenances.

The first Final Acceptance date shall be not later than December 31, 1985.

The second Final Acceptance date shall be not later than fifteen (15) days following Substantial Completion of the installation and testing of the fourth turbine-generator, or December 31, 1985, whichever comes later.

GENERAL PROVISIONS FOR CONSTRUCTION AGREEMENT
DATED JUNE 1, 1985 BETWEEN
CRYSTAL SPRINGS HYDROELECTRIC COMPANY AND SUMMIT CONSTRUCTION COMPANY

1. THE CONTRACT

The term "Contract" includes the Construction Agreement, Schedules A, B, and C attached thereto, these General Provisions and all drawings and specifications.

2. THE WORK

The term "Work" includes labor, materials, equipment and services or any of them in relation to the Contract.

3. THE DOCUMENTS

(A) The specifications, drawings and instructions, as set forth under Schedule A hereto, are complementary and are intended to provide for and include everything necessary for the Contractor to prepare the project plans and specifications and not shown on the drawings shall be included in the Work under this Contract.

(B) Any Work shown in the drawings concerning which there are no specific specifications and any Work provided for in the specifications and not shown on the drawings shall be included in the Work under this Contract.

(C) The omission from the description of the Work or drawings as shown on Schedule A, Owner's Instructions, attached hereto, of express reference to any Work which reasonably is inferred under the Contract, shall not excuse or relieve the Contractor from furnishing the same.

(D) The Contractor shall secure written instructions from the Owner before proceeding with the Work affected by omissions or discrepancies.

(E) All drawings and written figures and details thereon are to be considered a part of and as illustrating the Owner's Instructions. Where figures are given on the drawings, they are to be used in preference to measurement by scale. The detailed drawings shall in each case govern in preference to the general drawings for the same part of the Work.

(F) In the event that a conflict should arise between the provisions of the Construction Agreement, the General Provisions for Construction Agreement, the conditions of any specifications and any drawings, the resolution of such conflict shall be governed by the following order of [illegible]

(a) Construction Agreement;
(b) General Provisions for Construction Agreement;
(c) Schedule A - Written Owner's Instructions;
(d) Schedule B - Project Budget
(e) Schedule C - Time Schedule
(f) Attachment A - Drawings and Specifications

4. REUSE OF DOCUMENTS

All documents furnished by Contractor and prepared by Owner's Engineer, including Drawings and Specifications, pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Work or on any other work. Any reuse without written verification or adaptation by Owner's Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or Owner's Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Contractor's Engineer to compensation for said verification or adaptation.

5. AVAILABILITY OF LAND

Owner shall furnish, as shown in Schedule A, the lands upon which the Work is to be performed, rights-of-way and easements for construction and access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures will be obtained and paid for by Owner. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the Contract time, Contractor may make a claim therefor as provided herein in Paragraph 12, Excusable Delay.

6. COST OF WORK

The term "Cost of the Work" will include the following:

(A) All labor employed on the Contractor's, or Subcontractors', payroll.

(B) The transportation, traveling and hotel expenses of persons employed by the Contractor or Subcontractors incurred in the discharge of duties connected with the Work.

(C) All premiums for insurance as required by Owner.

(D) Social Security, unemployment taxes and other employer contributions to employee benefits.

(E) All permit fees and royalties paid by the Contractor for the performance of the Work, or for patents on articles used in the construction.

(F) The cost of making good any damage, caused by Contractor's negligence, to adjacent property outside of the Owner established construction limits.

7. SUPERINTENDENCE

(A) Both parties shall designate a specific individual to be known as the "Project Manager", and such designation shall be indicated in the Construction Agreement.

(B) The Owner and Contractor shall maintain a Project Manager or Construction Manager in Twin Falls, Idaho, and shall be the official representative of the party with respect to the Work, and their decisions shall be binding on the respective party.

(C) Either party may change its Project Manager at any time during the course of the Work; however, such change to be effective must be in writing and have been received by the other party.

8. DRAWINGS AND SPECIFICATIONS

The Contractor shall not commence actual construction of any portion of the Work until it has received from Owner written comments on the drawings and specifications with respect to such portion of the Work; the Contractor shall maintain on the site a copy of all drawings and specifications, which shall be available to representatives of Owner upon request.

9. CHANGES

(A) Owner may, from time to time, by written instructions or drawings forwarded to the Contractor, make changes in the drawings and specifications previously submitted by the Contractor and approved by Owner, issue additional instructions, require additional Work or direct the omission of Work previously requested.

(B) The provisions of the Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications.

(C) If any changes ordered by Owner reduces the Cost of Work or increases the Cost of Work, the Contractor shall notify Owner within ten (10) days that a potential change in [illegible]

(a) the Cost of Work shall be reduced or increased accordingly; and
(b) an appropriate adjustment based on such change shall be made to the time of performance.

10. INSPECTION OF WORK

(A) The Contractor shall allow at all reasonable times for the Owner to inspect the Work in progress.

(B) Any workmanship or material found not to be in conformity with the provisions of the Contract shall be corrected promptly by the Contractor at its own expense.

(C) The Contractor shall notify Owner when the non-conformity has been corrected.

11. EQUITABLE ADJUSTMENT

Owner shall be entitled to an equitable adjustment in the Cost of Work in the event that Owner deems it unfeasible to correct workmanship or material not performed in accordance with the Contract.

12. EXCUSABLE DELAY

If the Contractor is delayed at any time in its performance by any negligent acts of the Owner, or by strikes, lockouts, fire, any act of God, unusual delays in transportation or other similar causes not due to a negligent act or omission of the Contractor ("Excusable Delay"), then the time of performance shall be extended for such time as is equivalent to the delay, provided that the Contractor shall advise Owner in writing within ten (10) days from the occurrence of such Excusable Delay of its intention to avail itself of the provisions of this paragraph.

13. TERMINATION FOR CAUSE

(A) Owner may terminate the Contract in any of the following events:

(a) The commencement of any proceedings in bankruptcy by or against the Contractor;
(b) A general assignment by the Contractor for the benefit of its creditors;
(c) The appointment of a receiver or trustee of the Contractor;
(d) Failure on the part of the Contractor to comply with any of the provisions of the Contract.

(B) If Owner elects to terminate the Contract pursuant to subparagraph (A) above, it shall give the Contractor [illegible]

whatever method it may deem expedient. All further payments to the Contractor shall cease until the completion of the Work.

(C) If the cost to finish the Work shall exceed the unpaid balance of the lump sum price for the Work, the Contractor shall be liable to the Owner for the difference.

14. TERMINATION FOR CONVENIENCE

(A) If, at any time during the course of the Work, Owner wishes to terminate the Contract, it may do so by notifying the Contractor in writing of such election; in such event the obligations of both parties under this Contract shall terminate, Owner shall pay to Contractor the Cost of Work incurred up to date such notice is given plus reasonable profit on the Work completed and termination costs for any sub-contracts, material orders or equipment orders then still in effect.

(B) Contractor shall deliver to Owner at the site all unused materials for which Owner has paid pursuant to the provisions of subparagraph (A) above and may charge Owner for any extra costs of transportation thereto.

(C) Owner shall pay Contractor for the cost of all non-cancellable materials and equipment ordered prior to, and not paid for by the time of receipt of such Termination for Convenience notice.

15. PAYMENT

(A) Upon execution of the Construction Agreement by both parties the Owner shall accept a Payment Request of Mobilization Costs from the Contractor and shall pay the Contractor said Mobilization Costs within fifteen (15) days thereafter.

Mobilization Costs are defined as those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of site offices and other facilities necessary for the Work; premiums on bonds and insurance for the Work; and for all other work and operations which must be performed or costs incurred before beginning the Work.

(B) On or about the twenty-fifth day of each month Contractor shall submit to Owner a Payment Request for work completed since the last Payment Request and Owner shall pay said Payment Request not later than the fifth (5th) day of the immediately following month.

(C) Contractor shall base his Payment Request on the percentage of the various items of Work accomplished during that period. These various items of Work shall be in

accordance with a schedule of said items and their respective values as submitted by Contractor to Owner within ten (10) days following the execution of the Construction Agreement.

(D) Payment by Owner pursuant to the approved Payment Requests will not foreclose Owner from later making objection to the quality of the workmanship or materials.

(E) In the event Owner does not pay Contractor promptly the Contractor may, upon seven (7) days written notice to Owner stop the Work until payment of all amounts then due. The time the Work is stopped shall be added to all required Substantial Completion Dates and Final Acceptance dates shown in Schedule C attached hereto.

In the event all payments due are not paid within thirty (30) days of the due date, the Contractor may terminate this Contract and recover from Owner payment for all Work executed, materials and equipment ordered and any expenses sustained plus reasonable termination expenses. In any event, all payments not received by Contractor from Owner as required in (B) above, shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum legal rate, whichever is less, until payment is received by Contractor.

16. FINAL PAYMENT

(A) Owner shall make final payment of all sums due under the Contract within ten (10) days after the Work, having been fully completed by the Contractor, is accepted by Owner.

(B) Prior to final acceptance, the Contractor shall deliver to Owner the following:

(a) Releases and/or receipts and affidavits pursuant to Paragraph titled "Releases" (Paragraph 18) of these General Provisions;
(b) Warranties on all materials and equipment; and
(c) Maintenance and operating manuals as furnished by vendors and manufacturers for all equipment incorporated into the Work.

17. RETENTION OF PAYMENT BY OWNER

Prior to Substantial Completion, the Owner shall make progress payments to the Contractor in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made:

90% of Work completed. If Work has been 90% completed as represented by Contractors Payment Requests, and if the character and progress of the Work have been satisfactory to Owner, Owner may determine that as long as the character and

progress of the Work remain satisfactory to Owner, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed; and

100% of the periodic payments required by suppliers of materials and equipment ordered but not yet incorporated in the Work, with Contractor to furnish Owner proof of ordering said materials and equipment and evidence of periodic payments required by suppliers.

18. RELEASES

(A) Before final payment the Contractor shall have delivered to Owner a joint release, or releases, of all liens arising, or which may arise, out of the Contract, or receipts in lieu thereof, and an affidavit to the effect that, to the best knowledge of the Contractor, the releases and receipts include all the labor and material for which a lien could be filed.

(B) If any lien remains unsatisfied after final payment has been made, the Contractor shall be responsible for the removal of the lien. In the event the Contractor does not promptly resolve and remove the lien, the Owner may discharge the lien and shall be reimbursed by the Contractor for all costs incurred by the Owner.

19. DISPUTES

(A) All disputes arising from the performance of the Contract, if such cannot be resolved by mutual agreement of the parties, shall be promptly submitted to arbitration under the rules of the American Arbitration Association.

(B) The arbitration award shall be final and binding upon the parties, and judgement thereof may be entered in any Court of competent jurisdiction.

(C) The arbitration shall take place in Twin Falls, Idaho, or a mutually agreed upon location.

20. WARRANTY

(A) Contractor hereby warrants that the materials, equipment and workmanship furnished shall be adequate for their intended use and in accordance with the specifications for the Work. Contractor also warrants that all services performed under this Contract will be performed in a workmanlike manner and to the prevailing professional standards.

(B) In the event that substandard materials, equipment or workmanship [illegible]

equipment described in (D) hereinbelow) is discovered by the Owner within one year from the date of final acceptance of the Work by the Owner, then the Contractor shall take such corrective actions as are necessary to bring said items into conformity with the intentions of the Contract.

(C) Owner shall notify Contractor promptly in writing upon the discovery of any item to be considered under this Warranty section.

(D) Upon Final Completion the Contractor shall assign all material and equipment warranties received during the course of the Work to the Owner and the Owner shall thereafter enforce said warranties. The Owner shall accept these warranties as the complete and only remedy on those items so warranted.

21. INDEMNITY

The Contractor shall indemnify and save Owner harmless from and against any and all costs and expenses, liability, damages, on account of any injury to persons (including death) or damage to or destruction of property from the sole negligence of Contractor in the performance of the Work.

22. PERFORMANCE AND OTHER BONDS

(A) All Subcontractors shall furnish performance and payment Bonds to the Contractor, each in an amount equal to the Contract Price for their portion of the total Work as security for the faithful performance and payment of all Subcontractor's obligations under the Contract. These Bonds shall remain in effect for one year after the date when Contractor's final payment becomes due. All Bonds shall be in the forms prescribed by Law or Regulation and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

(B) If the surety on any Bond furnished by the Subcontractors is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located or it ceases to meet the requirements of 19(A) hereinabove, the Subcontractor shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to Owner.

23. CONTRACTOR'S GENERAL INSURANCE

(A) The Contractor shall not commence [illegible]

it has obtained insurance of the kinds and in the amounts specified in the schedule below and has furnished Owner with certificates on insurance as evidence thereof.

(B) If any Work is sublet, the Contractor shall require the subcontractor to maintain and furnish it with satisfactory evidence of Workman's Compensation, Employer's Liability and such other forms and amounts of insurance which the Contractor deems reasonably adequate.

(C) The Contractor and Subcontractors shall maintain the following minimum amounts of insurance:

(a) Workman's Compensation and Employers' Liability insurance affording protection subject to a limit not less than $500,000, or as required by law or regulation if a lesser amount;

(b) Comprehensive General Liability insurance for bodily injury in an amount not less than $1,000,000 per person, $1,000,000 per occurrence, and for property damage in the amount of $500,000 per occurrence. Additional named insured shall be the Owner, Engineer, the Engineer's Consultants and each of their officers, agents and employees;

and

(c) Comprehensive Automobile Liability insurance for bodily injury in the following amounts: $500,000 per person, $1,000,000 per accident and for property damage in the amount of $500,000 per accident;

(D) The certificates of insurance furnished by the Contractor as evicence of the insurance maintained by it shall include a clause obligating the insurers to give thirty (30) days prior written notice of cancellation or of material change in the insurance.

24. PROPERTY INSURANCE (ALL RISK FORM ALS 1967)

(A) Contractor shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, Contractor, Subcontractors, Engineers and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include Builder's Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood), Form ALS 1967, or equivalent, including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and [illegible]

attorneys and other professionals). If not covered under the "All Risk" insurance or otherwise provided by vendors or manufacturers, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off site or in transit when such portions of the Work are to be included in a Payment Request.

(B) Contractor shall purchase and maintain such boiler and machinery insurance as may be required to protect the Owner in accordance with the character of the Work, which will include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, all of whom shall be listed as insureds or additional insured parties.

(C) All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to Owner by certified mail and will contain waiver provisions in accordance with Paragraph 21 hereinbelow.

25. WAIVER OF RIGHTS

(A) Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to the above paragraphs concerning premium and by other insurance applicable to the Work, and also waive all such rights against the Subcontractors, Engineer, Engineer's consultants and all other parties named as insureds in such policies for losses and damage so caused. Each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of the monies held by Contractor as trustee or otherwise payable under any policy so issued.

(B) Owner and Contractor intend that any policies provided in response to the above Paragraphs pertaining to insurance shall contain all of the particular insurance and provide primary coverage for all losses and damage caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no right of recovery against any of the parties named as insureds or additional insureds, and if the insurers so elect, such waiver forms to be signed by the insured parties to the Contractor will be provided.

(C) Contractor as trustee shall have power to sue for and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to Contractor's exercise of this power. If such objection is made, Contractor as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

25. RECORD DRAWINGS

Upon completion of its performance, and at the time of final payment to the Contractor, the Contractor shall furnish Owner with one complete set of record drawings reflecting the Work as accomplished.

27. SUBCONTRACTING

The Contractor shall be as fully responsible for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts or omissions of persons directly employed by it. Nothing contained hereunder shall create any contractual relationship between any subcontractor and Owner, and the Contractor shall be fully responsible therefor.

28. SUCCESSORS AND ASSIGNS

The Owner and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other parties with respect to all provisions of this Contract. Neither the Owner nor the Contractor shall assign or transfer their interests in this Contract without written notification to and concurrence from the other parties.

29. GOVERNING LAW

This Contract shall be governed by the laws of the State of Idaho.

32. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Contractor.

31. GENERAL

(A) In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning this Contract

prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

(B) Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other's employees and agents.

(C) In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

(D) As used herein, the masculine gender shall be deemed to refer to the feminine and the singular to the plural, whichever appropriate. The subject headings and subheadings are inserted for convenience and reference only and in the event of any conflict between the text of any provision of this Contract and the heading thereof, the text shall govern.

(E) Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addresses to the Owner, Bonneville Pacific Corporation, 834 Falls Avenue, Suite 1202 L, Twin Falls, Idaho 83301, or to the Contractor, Summit Construction Company 834 Falls Avenue, Suite 1202 E , Twin Falls, Idaho 83301. Either party may change this address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

AGREEMENT FOR ENGINEERING SERVICES

CRYSTAL SPRINGS HYDROELECTRIC COMPANY

THIS AGREEMENT is made on the 15 day of FEB, 1984, by and between Crystal Springs Hydroelectric Company, hereinafter called the OWNER, and J-U-B ENGINEERS, Inc., Twin Falls, Idaho, hereinafter called the ENGINEER.

The OWNER intends to build a hydroelectric power plant, commonly known as the Crystal Springs Hydroelectric Project located on Cedar Draw near Twin Falls, Idaho, hereinafter called the PROJECT, which will intertie with Idaho Power Company transmission voltage of 46 kV.

SECTION 1

ENGINEERING SERVICES

1.0 ENGINEERING SERVICES

The ENGINEER agrees to perform or furnish professional engineering services in connection with the transmission line and substation PROJECT, including the civil and electrical engineering services and construction management services related thereto, as set forth below and contained within this document.

1.0.1 The ENGINEER agrees to design a 46 kV intertie and substation for the project using an intertie to interconnect with Idaho Power Company line extension, requiring approximately one-quarter mile of privately owned 46 kV transmission line from the point of intertie with Idaho Power to connect to the project's substation adjacent to the project's powerhouse.

1.0.2 The ENGINEER will determine the privately owned transmission line routing survey the routing, identify property ownership and estimate cost for the transmission line and substation.

1.0.3 The ENGINEER will coordinate the intertie requirements for the interconnection with Idaho Power and the privately owned transmission line to insure proper relay coordination and circuit protection between the individual power generating plant and Idaho Power's system.

1.0.4 The ENGINEER will design all necessary appurtenances to connect the 46 kV transmission line conductors to the substation including any circuit protective devices necessary to protect the transformer from utility source faults and protect the utility from generator faults.

1.0.5 The ENGINEER will prepare plans and specifications for competitive bid on the transmission line and substation for the project.

to keep records, notes, plans and maps for use in preparing record drawings for the PROJECT as finally constructed and to advise the OWNER of deficiencies not corrected by the contractor. The ENGINEER does not guarantee the performance of the contractor by the ENGINEER'S performance of such construction observation. The ENGINEER'S undertaking hereunder shall not relieve the contractor of his obligation to perform the work in compliance with the Plans and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer to the contractor s performance; and shall not impose upon the ENGINEER any obligation to see to it that work is performed in a safe manner.

1.2.4 Provide construction control staking in the form of both horizontal and vertical control of the PROJECT, in accordance with standard construction staking practices for use by the contractors in the detailed layout of the facilities to be constructed.

1.2.5 Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, results of tests and inspections, and other data which the contractor is required to submit for conformance with the design concept of the PROJECT and compliance with information given in the Contract Documents.

1.2.6 Assist the OWNER in negotiating final settlement payments for the PROJECT to the CONTRACTOR and suppliers for the work performed.

1.2.7 Provide the OWNER with two (2) sets of record drawings upon substantial completion of construction of the PROJECT, based on data furnished by the contractor and the ENGINEER S periodic observations.

1.2.8 Act as the OWNER'S agent during the construction of the PROJECT; however, the ENGINEER will not direct or supervise the contractor's personnel, operate or directly use contractor's equipment, be responsible for construction techniques and procedures and shall not be responsible for safety precautions on the PROJECT.

1.2.9 Furnish to the OWNER two (2) sets of detail shop drawings manufacturer's specifications and drawings and all operation and maintenance instructions for the PROJECT received from contractors and suppliers.

1.2.10 Subject to the ENGINEER'S performance of its duties and responsibilities pursuant to the terms of this Agreement, the ENGINEER shall not be responsible for the defects or omissions in the work as a result of the contractors, subcontractors, suppliers or any of their employees or that of any persons or entities responsible for performing any of the work on the PROJECT.

1.3 CONSTRUCTION MANAGEMENT

Construction Management services shall be provided by the ENGINEER in that the ENGINEER shall:

1.3.1 Establish a construction schedule for concurrence by the OWNER. The OWNER shall authorize construction to proceed in a timely manner so as to avoid unreasonable delays in the schedule. If changes in the construction schedule are necessary due to elements beyond the control of the ENGINEER or OWNER, a mutually agreed upon revised schedule shall then be determined.

1.3.2 Develop, in cooperation with the OWNER, a complete PROJECT budget, design and construction schedule and cash flow requirements to serve as budgetary control throughout the design and construction phase.

1.3.3 Review specifications, plans and bid documents for the PROJECT with the OWNER and regulatory agencies as the design and construction progresses.

1.3.4 Print construction contract documents for the PROJECT including advertisement for bids, plans, specifications, contracts and bond forms and furnish copies of these documents as requested by the OWNER.

1.3.5 Act as the OWNER'S representative on the PROJECT with duties responsibilities and limitations of authority as set forth herein and in the General Conditions of the construction contract documents. The OWNER shall not modify the construction contract documents without the written consent of the ENGINEER.

1.3.6 Upon receiving written approval of the construction documents and bidding documents and written notice to proceed assist the OWNER in calling for bids for material and equipment procurement for the PROJECT.

1.3.7 Assist the OWNER in bid openings of both equipment and labor contracts, prepare bid summaries; analyze bids and make recommendations to the OWNER; and participate in the pre-construction conference with the OWNER and contractor regarding the PROJECT.

1.3.8 Negotiate with the contractor the scope and cost of all contract change orders regarding the PROJECT; prepare such change orders as may be required and submit them to the OWNER for approval; and issue the change orders when approved by the OWNER.

1.3.9 Advise the OWNER of any observed work on the PROJECT not in conformance with the contract documents. A notice of noncompliance will be submitted in writing to the OWNER and contractor. Rejection of work or equipment will be by the OWNER in writing.

1.3.10 Prepare a checklist of all construction deficiencies observed on the PROJECT for consideration by the contractor and the OWNER before final facility acceptance by the OWNER.

1.3.11 Act as the OWNER'S agent during the construction of the PROJECT; however, the ENGINEER will not direct or supervise the contractor's personnel, operate or directly use contractor's equipment, be responsible for construction techniques and procedures and shall not be responsible for safety precautions on the PROJECT.

1.3.12 Safety precautions shall be clearly stated to be the responsibility of the CONTRACTOR or subcontractor as the case may be.

1.4 ADDITIONAL SERVICES

When authorized in writing by the OWNER, furnish, or obtain from others, additional professional services in connection with the PROJECT.

SECTION 2
OWNER'S RESPONSIBILITIES

2.0 OWNER'S RESPONSIBILITIES

The OWNER shall:

2.0.1 Determine the timeframe and on-line date for the project.

2.0.2 Provide the ENGINEER, in a timely fashion, all available needed data such as maps, criteria and legal descriptions of the project for use by the ENGINEER in completing this PROJECT.

2.0.3 Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or his designated representative shall receive and examine documents authorized by the ENGINEER interpret and define the OWNER'S policies and promptly render decisions and authorizations in writing to prevent unreasonable delays in the progress of the ENGINEER'S services or construction of the project.

2.0.4 Promptly hold all special meetings required by governmental agency or utility necessary to fulfill the requirements for development of the PROJECT, and pay costs incidental thereto.

2.0.5 Coordinate the legal, accounting and insurance counseling services necessary for the PROJECT, including review of the construction contract documents, and such auditing services as required to account for the expenditure of construction funds.

2.0.6 Protect and preserve survey stakes and markers placed at the PROJECT by ENGINEER and bear costs of replacing stakes or markers damaged or removed.

2.0.7 Arrange for access by, and make all provisions for, ENGINEER to enter upon public and private property as required to perform his services.

2.0.8 Obtain rights-of-way for power line route as identified by the ENGINEER and pay costs associated with same.

2.0.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of defects of the PROJECT or events which may substantially affect the ENGINEER'S performance of services under this Agreement.

SECTION 3
COMPENSATION

3.0 COMPENSATION FOR SERVICES

The ENGINEER shall provide services in accordance with the terms and conditions of this Agreement and the OWNER shall compensate the ENGINEER therefor as follows:

3.0.1 It is agreed that the OWNER shall compensate the ENGINEER monthly upon presentation of the ENGINEER'S statement of costs for services rendered. Compensation for the Design Phase Engineering (Section 1.1) and Construction Management (Section 1.3) shall be paid based on the lump sum amount agreed upon in Sections 3.0.3 and 3.0.4. Monthly statements will show the percentage of the work completed by the ENGINEER multiplied by the lump sum fee yielding the amount due.

3.0.2 It is agreed that compensation for the Construction Phase Engineering (Section 1.2) and Additional Services (Section 1.4) shall be based on salary cost times a multiplier for payroll burden, general and administrative overhead and profit. The salary cost shall be the salary or wage rate paid the ENGINEER'S employees at the time the work is performed and may vary throughout the duration of this Agreement. The salary cost multiplier shall be 3.00. Outside services contracted by the ENGINEER will be billed at net cost not subject to a multiplier.

3.0.3 It is agreed that the ENGINEER'S compensation for the Design Phase Engineering (Section 1.1) shall be a lump sum amount of TWENTY-NINE THOUSAND TWENTY DOLLARS ($29,020.00), exclusive of reimbursable expenses.

3.0.4 It is agreed that the ENGINEER'S compensation for Construction Management (Section 1.3) shall be a lump sum amount of EIGHT THOUSAND SIXTY DOLLARS ($8,060.00).

3.0.5 It is presently estimated that the ENGINEER'S compensation for the Construction Phase Engineering (Section 1.2) will be approximately FOUR THOUSAND THREE HUNDRED THIRTY DOLLARS ($4,330.00).

3.0.6 Reimbursable expenses reasonably associated with services provided under Section 1.4 shall consist of and be compensated for as follows:

Travel	
Air Line	At Cost
Auto	$0.25 per Mile
Truck	$0.35 per Mile
Lodging	At Cost
Subsistence	At Cost

Invoices to substantiate the expense shall be provided.

3.0.7 The ENGINEER'S monthly statements for services rendered shall be due and payable within ten (10) days from the date of submittal to the OWNER. Past due amounts owed shall accrue interest at the rate of two percentage points above the prime rate as established by the Idaho First National Bank from the due date of the statement, and said interest shall be due and payable at the time of payment of the overdue amount. Partial payments on overdue amounts shall first be credited to accrued interest and the remainder to the statement amount due.

3.0.8 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days notice to the OWNER, suspend services under this Agreement until the past due payments plus interest are paid in full.

SECTION 4
GENERAL PROVISIONS

4.0 OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by

OWNER or others by extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates agreed upon by OWNER and ENGINEER.

4.1 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer their interest in this Agreement without notification to the other parties.

4.2 TERMINATION

This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due and all documents completed or in progress released to OWNER.

4.3 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

4.4 GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Idaho.

4.5 INSURANCE AND INDEMNITY

4.5.1 ENGINEER'S Insurance. The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage.

4.5.2 Contractor's Insurance. Prior to commencement of the work, the OWNER shall require the construction contractor and any subcontractors to submit evidence that he (they) have obtained for

the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injury, sickness or death of one person and an aggregate of One Million Dollars ($1,000,000.00) for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the construction contract and in any one occurrence including explosion, collapse and underground exposures. This shall be included in all construction contracts.

Included in such coverage will be contractual coverage sufficiently broad to insure the provision of Paragraph 4.6.4 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: the OWNER; the ENGINEER; and each of their officers, agents and employees.

4.5.3 Builders Risk "All Risk" Insurance. Before commencement of the work, the OWNER will require that the contractor and any subcontractors submit written evidence that he (they) have obtained for the period of the construction contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire PROJECT which is the subject of the construction contract. Such insurance shall include as additional named insureds: the OWNER, the ENGINEER, and each of their officers, agents, employees and any other persons with an insurable interest as may be designated by the OWNER.

Such insurance may have a deductible clause but not to exceed Five Thousand Dollars ($5,000.00), except that the flood and earthquake deductible may be in accordance with generally accepted insurance practices in the locale where the coverage is issued.

4.5.4 Indemnity. The OWNER will require any contractor or subcontractor performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and

each of their officers, agents and employees from any and all liability claims, losses or damage arising from or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the OWNER; the ENGINEER; their consultants or their officers, agents and employees.

4.5.5 Limits of Liability. The OWNER agrees to limit the ENGINEER'S liability to the OWNER arising from the ENGINEER'S negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER to all those named shall not exceed the ENGINEER'S total fee for the services rendered under this Agreement.

4.6 GENERAL

4.6.1 In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising from any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the Court.

4.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

4.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

4.6.4 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no warranty either expressed or implied.

4.6.5 Any opinion of the estimated construction cost of the PROJECT prepared by the ENGINEER represents his judgement as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the OWNER.

4.6.6 In soils investigation work and in determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEER will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this Agreement.

4.6.7 Any notices or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the OWNER in care of Land Planning and Management, 22627 - 152nd S.E., Kent Washington 98031 or to the ENGINEER at 251 South Beechwood Avenue, Boise, Idaho 83709. Either party, the OWNER or the ENGINEER, may change this address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.7 AUTHORIZATIONS TO PROCEED

Approval of this Agreement will serve as written authorization for the ENGINEER to proceed with the Design Phase Engineering (Section 1.1) and Construction Management (Section 1.3) as outlined in this Agreement.

Other phases of the engineering services under Additional Services (Section 1.4), as outlined hereinabove, shall be commenced only after the ENGINEER receives written notice from the OWNER authorizing the ENGINEER to proceed with the engineering services.

IN WITNESS WHEREOF, the OWNER and the ENGINEER hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

OWNER:
CRYSTAL SPRINGS HYDROELECTRIC CO.

Name: David R. Millard, P.E., L.S.
Title: President

ENGINEER:
J-U-B ENGINEERS, Inc.

By: D.W. Block
Name: D. W. Block, P.E.
Title: Area Manager
Dated this 15 day of FEB, 1984

(SEAL)
ATTEST:

Name:
Title:
Dated this _____ day of _____, 1984

AGREEMENT FOR ENGINEERING SERVICES

CEDAR DRAW CREEK HYDROELECTRIC PROJECT

THIS AGREEMENT is made on the _____ day of _____, 1984, by and between Crystal Springs Hydroelectric Company, hereinafter called OWNER, and J-U-B ENGINEERS, Inc., Twin Falls, Idaho, hereinafter called ENGINEER.

WHEREAS, OWNER intends to build a hydroelectric power facility located on Cedar Draw Creek in Sections 14 and 23, T.9S., R.15E., B.M., Twin Falls County, Idaho, with an approximate capacity of 2,000 kilowatts, hereinafter referred to as PROJECT and ENGINEER agrees to perform or furnish the various professional services stipulated in this Agreement for the design of said PROJECT, and

WHEREAS, ENGINEER further agrees to provide limited Construction vices on behalf of OWNER. It is also understood that OWNER will gotiate a contract for the construction of the PROJECT with the exception of major items of equipment, substation, and 46 kv intertie.

For purposes of this contract, the following definitions apply:

PROJECT: The total PROJECT starts at the diversion structure and includes the diversion structure, conveyance pipe system, forebay, penstock, powerhouse, tailrace, turbine/generator supports, substation, intertie, and associated work. Design of the conveyance pipe system, manifold (trifurcation) and access road is not included in this contract. However, the ENGINEER will establish design parameters for the conveyance pipe system for OWNER.

SECTION 1

ENGINEER'S RESPONSIBILITIES

1.0 ENGINEERING SERVICES

ENGINEER agrees to perform or furnish professional engineering services in connection with PROJECT, including the civil, electrical and mechanical engineering services and construction services related thereto, as set forth below and contained within this document.

ENGINEER shall furnish engineering services specifically limited to the following tasks:

1.1. DESIGN

Services included in the Design Phase are the following:

1.1.1 Survey the site to establish contour and locations of major construction items starting with the diversion structure and terminating at the tailrace.

1.1.2 Provide preliminary designs for submittal to the approval by OWNER and Idaho Power Co. prior to final design.

1.1.3 Prepare bidding documents for purchasing the following major items of equipment:

1.1.3.1 Gates and Valves with Controls

1.1.3.2 Penstock Pipe

1.1.3.3 Transformer

1.1.3.4 Line Switcher and Related Equipment

1.1.3.5 Dead End Structure

1.1.4 Provide assistance in securing bids for the above equipment, including interpretation of bidding

documents during bidding; preparation and distribution of addenda, if necessary; and, review shop drawings, diagrams, illustrations, catalog data, schedules, performance data and other data which the supplier is required to submit for conformance with the equipment performance requirements.

1.1.5 Proceed, upon approval of OWNER, with the final construction designs, including system "transient analysis", drawings and specifications, and bidding documents as required for PROJECT and all appurtenances of PROJECT and submit to OWNER and Idaho Power Co. for approval. ENGINEER shall design to Idaho Power Co. standards and requirements. ENGINEER further shall design the diversion structure in such a manner as not to interfere with Bonneville Pacific's Cedar Draw Creek hydroelectric project tailrace. ENGINEER will furnish one (1) set of duplicate mylars plus six (6) sets of prints of the final design plans at no cost to OWNER.

1.1.6 Provide OWNER with cost estimates, as required, for PROJECT and, prior to advertising for bids, advise OWNER of any adjustments to previous estimates of costs.

1.1.7 Provide general observation of the construction of the PROJECT, as determined necessary by ENGINEER to insure quality control, for selected members of ENGINEER'S design team to visit the

site at intervals appropriate to the various stages of construction to determine if the work is proceeding in accordance with the intent of the Plans and Specifications. ENGINEER will immediately advise OWNER of any deficiencies noted during said visits.

1.1.8 Retain, if required, a geotechnical consultant to investigate and prepare reports on the geology, earthquake faults and foundation conditions for the major construction items of PROJECT such as the diversion structure, conveyance pipe, forebay, penstocks, turbine/generator supports, and powerhouse, or as needed by ENGINEER, with the approval of OWNER.

1.2 ADDITIONAL SERVICES

When authorized in writing by OWNER, furnish, or obtain from others, additional professional services in connection with PROJECT.

1.2.1 Provide construction control staking in the form of both horizontal and vertical control of PROJECT, in accordance with standard construction staking practices for use by the contractors in the detailed layout of the facilities to be constructed.

1.2.2 Act as OWNER'S technical representative concerning turbine/generator and medium voltage control to insure compliance with bid data and coordination with other aspects of PROJECT.

1.2.3 Assist OWNER during the start-up and testing of equipment and aid in the training of operational personnel selected by OWNER for PROJECT during such time as CONTRACTOR is still responsible for PROJECT.

1.2.4 Troubleshoot the equipment during start-up and report on any equipment deficiencies or failures and suggest remedial action with CONTRACTOR or manufacturer.

1.2.5 Perform field tests on equipments to insure it performs up to the values of efficiency and performance that the manufacturer agreed to under the equipment purchase contract.

1.2.6 Retain, as required, a geotechnical consultant to provide any and all soils, material and material mix designs required for PROJECT.

1.2.7 Review the conveyance pipe system design prepared by others to insure adequacy.

1.2.8 Act as OWNER'S agent as required and instructed by OWNER with technical information and data in any equipment warranty or equipment failure that may occur within the manufacturer's guarantee period.

SECTION 2

OWNER'S RESPONSIBILITIES

2.0 OWNER'S SERVICES

OWNER shall:

2.1 Provide ENGINEER all available needed data, such as maps,

criteria and legal descriptions, in a timely fashion for use by ENGINEERS in completing this PROJECT.

2.2 Advise ENGINEER of official written or verbal protests from any sources to actions concerning this PROJECT.

2.3 Designate in writing a person authorized to act as OWNER'S representative. OWNER or his designated representative shall receive and examine documents prepared by ENGINEER, interpret and define OWNER'S policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of ENGINEER'S services.

2.4 Promptly hold all required special meetings required by governmental agency or utility that are required to fulfill the requirements necessary to the development of PROJECT, and pay costs incidental thereto.

2.5 Coordinate with the legal, accounting and insurance counseling services necessary for PROJECT, review of the construction contract documents, and such auditing services as required to account for the expenditure of construction funds.

2.6 Protect and preserve survey stakes and markers placed at PROJECT and bear costs of replacing stakes or markers damaged or removed.

2.7 Arrange for access to and make all provisions for ENGINEER to enter upon private property as required for ENGINEER to perform his services.

2.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of defects in PROJECT or events which may substantially affect ENGINEER'S

performance of services under this Agreement.

2.9 Compensate ENGINEER for services rendered under this Agreement.

2.10 Advise ENGINEER of any changes in design flow, minimum instream flows and any tailwater impingement.

2.11 Advise ENGINEER of any actions or impingements on PROJECT by either water rights or F.E.R.C. restrictions that might impact PROJECT.

2.12 Advise of any equipment defects or failures during the manufacturer's or CONTRACTOR'S warranty period that may require support of ENGINEER to obtain resolution from the suppliers.

SECTION 3

COMPENSATION

3.0 COMPENSATION FOR SERVICES

ENGINEER shall provide services in accordance with the terms and conditions of this Agreement and OWNER shall compensate ENGINEER therefor as follows:

3.1 It is agreed that OWNER shall compensate ENGINEER monthly upon presentation of ENGINEER's statement of costs for services rendered. Compensation for the Design (Section 1.1) shall be paid based on the lump sum amount agreed upon in Section 3.3. Monthly statements will show the percentage of the work completed multiplied by the lump sum fee to determine the amount due.

3.2 It is agreed that compensation for the Additional Services (Section 1.2) shall be based on salary cost times a multiplier for payroll burden, general and administrative over-

head and profit. The salary cost shall be the salary or wage rate paid ENGINEER'S employees at the time the work is performed and may vary throughout the duration of this Agreement. The salary cost multiplier shall be 3.00. Outside services contracted by ENGINEER will be billed at net cost not subject to a multiplier.

3.3 It is agreed that ENGINEER's compensation for the Design Phase Engineering (Section 1.1) shall be a lump sum amount of Ninety Two Thousand Four Hundred Twenty Dollars ($92,420.00).

3.4 No estimate has been made for the additional services which might be performed under Section 1.2, as all additional services required under these sections are per OWNER'S direction and can only be controlled by his needs and supplier's performance, both outside of the control of ENGINEER. Work on the additional services will be billed at actual time and materials to be documented by separate invoice.

3.5 ENGINEER'S monthly statements for services rendered shall be due and payable within thirty (30) days from the date of submittal to OWNER. Past due amounts owed shall accrue interest at eighteen percent (18%) annual percentage rate from the due date of the statement and said interest shall be due payable at the time of payment of the overdue amount. Partial payments on overdue amounts shall first be credited to accrued interest and the remainder to the statement amount due.

3.6 If OWNER fails to make monthly payments due ENGINEER,

ENGINEER may, after giving thirty (30) days notice to OWNER, suspend services under this Agreement until the past due payments plus interest are paid in full.

SECTION 4

GENERAL PROVISIONS

4.0 OWNERSHIP OF DOCUMENTS

All documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement, are instruments of service in respect of PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others by extensions of PROJECT or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates agreed upon by OWNER and ENGINEER.

4.1 SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer their interest in this Agreement without notification to the other parties.

4.2 TERMINATION

This Agreement may be terminated by either party by Thirty (30)

days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due and all documents completed or in progress released to OWNER.

4.3 EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between OWNER and ENGINEER and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

4.4 GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Idaho.

4.5 INSURANCE AND INDEMNITY

4.5.1 ENGINEER'S Insurance. ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage.

4.5.2 CONTRACTOR'S Insurance. Prior to commencement of the work, OWNER shall require the construction contractor and any subcontractors to submit evidence that he (they) have obtained for the period of the construction contract and the guarantee period comprehensive general liability insurance coverage (including completed operations coverage).

This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the construction contract, and have a limit of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injury, sickness or death of one person and an aggregate of One Million Dollars ($1,000,000.00) for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of bodily injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the construction contract and in any one occurrence including explosion, collapse and underground exposures. This shall be included in all construction contracts.

Included in such coverage will be contractural coverage sufficiently broad to insure the provision of Paragraph 4.5.4 "Indemnity". The comprehensive general liability insurance will include as additional named insureds: OWNER; ENGINEER; and each of their officers, agents

and employees.

4.5.3 Indemnity. OWNER will require that any contractor or subcontractor performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, OWNER and ENGINEER, their consultants, and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of OWNER/AGENT; ENGINEER; their consultants or their officers, agents and employees.

4.6 GENERAL

4.6.1 In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

4.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or

other events beyond the control of the other or the other's employees and agents.

4.6.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

4.6.4 ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of PROJECT and make no warranty either expressed or implied.

4.6.5 Any opinion of the estimated construction cost of PROJECT prepared by ENGINEER represents his judgement as a design professional and is supplied for the general guidance of OWNER. Since ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to OWNER.

4.6.6 In soils investigation work and in determining subsurface conditions for PROJECT, the characteristics may vary greatly between successive test points and sample intervals. ENGINEER will

coordinate any authorized work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this Agreement.

4.6.7 Any notices or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service service, when deposited in the United States mail, certified mail, return receipt requested, addressed to OWNER, Crystal Springs Hydroelectric Company, 22627 - 152nd Southeast, Kent, Washington 98042, or to ENGINEER at 800 Falls Avenue, Twin Falls, Idaho 83301. Either party, OWNER or ENGINEER, may change this address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.7 AUTHORIZATION TO PROCEED

Approval of this Agreement will serve as written authorization for ENGINEER to proceed with the Design (Section 1.1) as outlined in this Agreement.

Other phases of the engineering services under Additional Services (Section 1.2), as outlined hereinabove, shall be commenced only after ENGINEER receives written notice from OWNER authorizing ENGINEER to proceed with the engineering services. Estimates of additional services will be given to OWNER, prior to written notice to proceed, if and when required by OWNER.

IN WITNESS WHEREOF, OWNER and ENGINEER hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

OWNER:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY

By: Thomas G. Walker Jr

Name: Thomas G. Walker, Jr.

Title: Partner

ENGINEER:

J-U-B ENGINEERS, INC.

By D. W. Block

Name: D. W. Block

Dated this 17 day of Sept., 1984

Title: Reg. Manager

EXHIBIT "E"

AMENDED AND RESTATED PARTNERSHIP AGREEMENT FOR

CRYSTAL SPRINGS HYDROELECTRIC COMPANY

(Attached)

GRANT OF EASEMENT

FOR VALUE RECEIVED TWIN FALLS BANK AND TRUST COMPANY, trustee, CRYSTAL SPRINGS RANCH, LTD, an Idaho limited partnership and PISCES INVESTMENTS, an Idaho general partnership, grantors

do hereby grant, bargain, sell, transfer and convey to

CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership, grantee,

A perpetual easement for the purpose of ingress and egress along an existing road over the following described land:

A strip of land 50 feet in width along an existing road and located in the SW¼SW¼ of Section 12, the SE¼SE¼ of Section 11, and the NE¼NE¼ of Section 14, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho said easement lying 25 feet on each side of the following described centerline:

BEGINNING at the corner common to Sections 11, 12, 13 and 14; THENCE North 20° 31' 45" East 601.33 feet to a point on the centerline of a county road and the True Point of Beginning of said easement; THENCE along said centerline the following courses and distances

South 45° 00' 00" West 78.46 feet;
THENCE South 30° 22' 45" West 67.23 feet;
THENCE South 43° 40' 04" West 91.24 feet;
THENCE South 61° 00' 15" West 56.34 feet to the Westerly boundary of said SW¼SW¼ Section 12 and Easterly boundary of said SE¼SE¼ Section 11; THENCE South 61° 00' 15" West 38.56 feet; THENCE South 51° 48' 52" West 226.46 feet; THENCE South 30° 57' 50" West 52.48 feet; THENCE South 61° 37' 51" West 113.65 feet; THENCE South 87° 36' 51" West 48.04 feet; THENCE South 58° 21' 19" West 101.02 feet; THENCE South 41° 22' 28" West 71.50 feet to the Southerly boundary of said SE¼SE¼ Section 11 and the Northerly boundary of said NE¼NE¼ Section 14; THENCE South 41° 22' 28" West 185.70 feet; THENCE South 46° 43' 27" West 211.52 feet; THENCE South 49° 03' 41" West 239.60 feet; THENCE South 44° 25' 22" West 550.64 feet to the Westerly boundary of said NE¼NE¼ Section 14 and the Southwesterly end of said easement containing approximately 2.4 acres, more or less.

to have and to hold unto the grantee, its successor and assigns.

Dated this _____ day of May, 1985.

TWIN FALLS BANK AND TRUST COMPANY, trustee

by _____

Attest _____

CRYSTAL SPRINGS RANCH, LTD, an Idaho limited partnership

by _____
general partner

by _____
general partner

EXHIBIT "F"

FIRM ENERGY SALES AGREEMENT

Dated March 31, 1984

(Attached)

Facility No: 31615057
Project: Crystal Springs

Approved according to Commission
Order Nos. 15746 and 18190

Myrna J. Walters
Commission Secretary

FIRM ENERGY SALES AGREEMENT

THIS AGREEMENT, entered into on this 2nd day of March, 1984, is between CRYSTAL SPRINGS HYDROELECTRIC COMPANY, an Idaho general partnership (Seller), and IDAHO POWER COMPANY, a Maine corporation (Idaho) hereinafter sometimes referred to collectively as "parties" or individually as "party."

W I T N E S S E T H:

WHEREAS, Seller plans to construct, own and operate an electric generation facility; and

WHEREAS, Seller wishes to sell, and Idaho wishes to purchase, electric energy from that facility,

THEREFORE, In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and the appendices attached hereto, the following terms shall have the following meanings:

1.1 "Annual Net Energy" - The amount of Net Energy Seller estimates it will deliver to Idaho at the Point of Delivery during each Contract Year.

1.2 "Commission" - The Idaho Public Utilities Commission.

1.3 "Contract Year" - The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.

1.4 "Designated Dispatch Facility" - Idaho's Boise Bench System Dispatch Center.

1.5 "Disconnection Equipment" - Any device or combination of devices located on the interconnection between the Facility and Idaho's system by which Idaho can manually and/or automatically interrupt the flow of power from the Facility to Idaho's system. Disconnection Equipment includes such enclosures or other facilities as may be required to ensure that only Idaho will have access to the devices.

1.6 ""First Energy Date" - The date when Seller has been interconnected with Idaho's system and begins delivering electric energy to Idaho for purposes of demonstrating to Idaho the Facility's degree of completion and reliability.

1.7 "Facility" - That electric generation facility described in Appendix B of this Agreement.

1.8 "Interconnection Facilities" - All facilities required to be installed solely to interconnect and deliver energy from the Facility to Idaho's system including, but not limited to, connection, switching, metering, relaying, communications and safety equipment.

1.9 "Losses" - The loss of energy occuring as a result of the transformation and transmission of energy between the Facility and the Point of Delivery.

1.10 "Net Energy" - The electric energy produced by the Facility, expressed in kilowatt hours ("kWh"), delivered to Idaho at the Point of Delivery less Station Use and less Losses.

1.11 "Operation Date" - The day commencing at 0001 hours, following the day during which all features and equipment of the Facility have reached a degree of completion and reliability, such that they are capable of operating simultaneously to deliver Net Energy continuously into Idaho's system.

1.12 "Point of Delivery" - The location specified in Appendix B, where Idaho's and Seller's electrical facilities are interconnected.

1.12 "Prudent Electrical Practices" - Those practices, methods and equipment that are commonly and ordinarily used in electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy.

1.13 "Scheduled Operation Date" - The date specified in Appendix B when Seller anticipates achieving the Operation Date.

1.14 "Season" - The four periods of three months each identified in Article VI.

1.15 "Seasonal Net Energy" - The amounts of Net Energy Seller estimates it will deliver to Idaho at the Point of Delivery during each Season.

1.16 "Special Facilities" - Those additions and alterations to Idaho's system which are reasonable required by Prudent Electrical Practices and the national Electric Safety Code to interconnect the Facility safely to Idaho's system.

1.17 "Station Use" - Electric energy which is used solely to operate the Facility's equipment which is auxiliary or directly related to the production of electricity and which, but for the generation of electricity, would not be consumed by Seller.

1.18 "Surplus Energy" - Net Energy which is delivered and accepted prior to the Operation Date.

ARTICLE II: NO RELIANCE ON IDAHO

2.1 Seller Independent Investigation - Except for the Disconnection Equipment and any other facilities exclusively within the control of Idaho,

Seller warrants and represents to Idaho that in entering into this Agreement and the undertaking by Seller of the obligation set forth herein, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Idaho in connection with the transactions contemplated by this Agreement.

2.2 Seller Independent Experts - Except for the Disconnection Equipment and any other facilities within the exclusive control of Idaho, all professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement, have been solely those of Seller.

ARTICLE III: WARRANTIES

3.1 No Warranty by Idaho - Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by Idaho, and Idaho makes no warranties, express or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including but not limited to safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

3.2 Qualifying Facility Status - Seller warrants that the Facility is a "qualifying facility," as that term is used and defined in 18 CFR, Part 292. Seller will take such steps as may be required to maintain the Facility's "qualifying facility" status during the term of this Agreement.

ARTICLE IV: CONDITIONS TO INTERCONNECTION

4.1 Prior to the First Energy Date and as a condition of interconnection with Idaho, Seller shall:

4.1.1 Submit proof to Idaho that all licenses, permits or approvals necessary for Seller's operations have been obtained from applicable federal, state or local authorities, including but not limited to those licenses, permit or approvals specified in Appendix C;

4.1.2 Make payment to Idaho for all costs of Disconnection Equipment, metering equipment and Special Facilities as provided for in Appendix B of this Agreement;

4.1.3 Obtain written acceptance from Idaho as provided in paragraph 8.3;

4.1.4 Submit proof to Idaho of all insurance required in Article XIV;

4.1.5 Demonstrate to Idaho's satisfaction that Seller's Facility has been completed, and is capable of operating safely to commence deliveries of electric energy into Idaho's system.

4.1.6 Submit to Idaho a statement from a licensed professional engineer certifying that the design of and equipment in Seller's Facilities comply with the standards of this Agreement and with Prudent Electrical Practices.

4.1.7 Obtain written confirmation from Idaho that all conditions to interconnection have been fulfilled. It is understood that such written confirmation shall not be unreasonably withheld by Idaho.

ARTICLE V: TERM AND OPERATION DATE

5.1 Term - This Agreement shall become effective on the date first above written, and shall continue in full force and effect for a period of thirty-five (35) Contract Years.

5.2 Operation Date - The Operation Date may occur only after Seller has achieved the First Energy Date, and the necessary degree of completion and reliability has been demonstrated to Idaho's satisfaction and Idaho has confirmed that satisfaction in writing. Seller shall have the duty to obtain that confirmation and it will not be unreasonably withheld by Idaho.

ARTICLE VI: SALE OF NET ENERGY

6.1 Delivery and Acceptance of Net Energy - Except when either party's performance is prevented by events of force majeure (Article XVI) or otherwise excused as provided herein, Idaho shall purchase all of the Net Energy and Surplus Energy delivered by Seller to the Point of Delivery.

6.2 Seasonal Net Energy Amounts - Based on long-term historical water flow records and average long-term energy estimates based thereon, Seller estimates that it can deliver Net Energy in the following amounts:

Season 1	December January February	1,195,000 KWH
Season 2	March April May	1,648,000 KWH
Season 3	June July August	2,964,000 KWH
Season 4	September October November	3,360,000 KWH

6.3 Annual Net Energy Amount - The Annual Net Energy shall be 9,387,000 KWH and shall be the sum of the four Seasonal Net Energy amounts Seller specified above.

6.4 Normal Water Conditions - For hydroelectric generating facilities, the Net Energy amounts Seller has estimated it can supply are based upon the anticipated water flows at the Facility. The parties have reviewed these anticipated water flows and the water records supporting those projected water flows and have agreed that, for purposes of this Agreement, the projected water flows used to calculate the Annual Net Energy amount are reasonable and shall constitute the water flows available to the Facility under "normal" water conditions. No later than 120 days after the Operation Date, Seller will install such water flow measuring equipment as is reasonably required to permit the parties to monitor the water flows at the Facility site. Seller will operate and maintain this water flow measuring equipment and will perform such other water flow analyses as may be required to carry out the provisions of 21.2.1.

6.5 Net Energy Changes - If, as a result of some action by Seller (for example, procurement of additional long-term water or other fuel supplies, or installation of larger or more efficient generating equipment), Seller is able to permanently increase the amount of annual Net Energy delivered to Idaho by more than 15% above the amount specified in paragraph 6.3 above, Idaho shall purchase this increased amount of Net Energy under the terms and conditions of this Contract except that the price paid to Seller for the increased increment of Net Energy shall not be determined in accordance with paragraph 7.1 of this Agreement, but instead will be priced at the firm energy rate in effect at the time of such increase for a Contract term equal in length to the period commencing in the year of the Net Energy increase and ending in the year in which this Agreement expires.

ARTICLE VII: PURCHASE PRICE AND METHOD OF PAYMENT; ADJUSTMENT OF PURCHASE PRICE

7.1 Net Energy Purchase Price - The price to be paid to Seller for Net Energy which is not Surplus Energy will be the sum of the following payments:

7.1.1 Base Payment -

Season 1	73.30 Mills/KWH
Season 2	48.90 Mills/KWH
Season 3	73.30 Mills/KWH
Season 4	48.90 Mills/KWH

7.1.2 Adjustable Payment - In addition to the Base Payment specified in paragraph 7.1.1, Idaho shall pay to Seller an Adjustable Payment of 8.0 mills per kilowatt hour for Net Energy delivered and accepted in Seasons 1 and 3 and 5.4 mills per KWH for Net Energy delivered and accepted in Seasons 2 and 4. The Adjustable Payment shall be subject to change pursuant to Commission Order at such time as Idaho's retail rates are revised by Commission Order.

7.2 Surplus Energy Purchase Price - Surplus Energy will be purchased at the non-firm avoided energy rate in effect at the time of delivery. This rate is calculated monthly and is filed with the Commission.

ARTICLE VIII: FACILITY AND INTERCONNECTION

8.1 Design of Facility - Seller shall design, construct, install, own, operate and maintain the Facility. The Facility shall be designed and constructed so as to allow safe, reliable delivery of electric energy to Idaho's system.

8.2 Interconnection Facilities - Except for the Special Facilities, metering equipment and Disconnection Equipment specified in Appendix B, Seller shall construct, install, own, and maintain all Interconnection Facilities. Seller will pay all costs of interconnecting the Facility with Idaho.

8.3 Idaho Review - To assure the Facility and Seller-furnished Interconnection Facilities are of suitable size and are compatible with Idaho's system, Seller shall submit the designs, plans, specifications and performance data for the Facility and Seller-furnished Interconnection Facilities to Idaho for review. Idaho shall, in writing and in conformance with paragraph 4.1.3, notify Seller of its acceptance and confirmation of system compatibility or conversely, notify Seller, in writing, of any changes which, consistent with Prudent Electrical Practices, Idaho determines are necessary to assure the safe delivery of electric energy from the Facility to Idaho's system.

ARTICLE IX: DISCONNECTION EQUIPMENT

9.1 Disconnect Equipment - Idaho will, at Seller's expense, provide, install, own, operate, and maintain all Disconnection Equipment. At Seller's request, Idaho will provide Seller with the general specifications and an itemization by category of the costs of such Disconnection Equipment. Idaho will establish the settings of Disconnection Equipment to disconnect automatically from the Facility for the protection of Idaho's system and personnel consistent with Prudent Electrical Practices. Upon Seller's request, Idaho will notify Seller as to the original setting and any adjustments thereof. Except as otherwise required by Prudent Electrical Practices, Disconnection

Equipment will be designed so that the closure of any breaker or other disconnecting device which connects the Facility to Idaho's system shall be controlled by equipment which will perform the following:

(1) Automatically monitor the status of the electrical system on Idaho's side of the disconnecting device; as to voltage and frequency; and

(2) Prohibit closure or reconnection until voltage and frequency have been within approved limits for a continuous period of not less than five minutes; and

(3) Operate so that if Idaho's system is de-energized within ten seconds after the initial closure of the disconnecting device, the disconnecting device will immediately open and not close again until Idaho has been satisfied that Idaho can safely reclose the Disconnecting Equipment.

9.2 Security of Disconnect Equipment - The Disconnection Equipment will be located in an enclosure secured by a lock or otherwise secured in a manner designed to ensure that only Idaho's authorized personnel will have access to the disconnecting devices.

9.3 Remote Disconnection - Other Disconnection Equipment, including equipment which will provide Idaho's operating personnel with the ability to remotely control and monitor the status of the breaker or other disconnecting device by radio or hard-wire circuit between the Facility and the Designated Dispatch Facility may be specified by Idaho when, in Idaho's reasonable judgment, such equipment is required by Prudent Electrical Practices. Seller recognizes that such remote control equipment may not initially be required by Idaho, but at such time as operating conditions on Idaho's system dictate, Idaho will install this remote control equipment at Seller's expense. If

Seller disputes Idaho's determination that the installation of such remote Disconnection Equipment is required, such dispute shall be submitted to the Commission for resolution.

9.4 Interference with Disconnection Equipment - If Seller attempts to modify, adjust or otherwise interfere with the Disconnection Equipment or its enclosure, such action shall constitute an event of default pursuant to Article XXI.

ARTICLE X: METERING

10.1 Metering - Idaho shall, for the account of Seller, provide, install, and maintain required metering equipment to be located at a mutually agreed upon location to record and measure power flows to Idaho in accordance with the standards set forth in Appendix A. If required by Idaho, metering will also include measurement of kilovar-hours in a manner agreed to by both parties. All meter equipment, installation, ownership, and administration costs therefor, shall be borne by Seller, including costs incurred by Idaho for inspecting and testing such equipment at reasonable intervals at Idaho's actual cost of providing this equipment and services. The point of metering shall be at the location described in Appendix B. All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted.

10.2 Meter Inspection - Idaho shall inspect and test all meters upon their installation and at least once every four years thereafter. If requested by Seller, Idaho shall make a special inspection or test of a meter and Seller shall pay the reasonable costs of such special inspection. Both parties shall be notified of the time when any inspection or test shall take place, and each

party may have representatives present at the test or inspection. If a meter is found to be inaccurate or defective, it shall be adjusted, repaired, or replaced, at Idaho's expense, in order to provide accurate metering. If a meter fails to register, or if the measurement made by a meter during a test varies by more than two percent from the measurement made by the standard meter used in the test, adjustment to the payments Seller has received shall be made to correct those payments affected by the inaccurate meter for the actual period during which inaccurate measurements were made. If the actual period cannot be determined, corrections to the payments will be based on the shorter of (1) a period equal to one-half the time from the date of the last previous test of the meter to the date of the test which established the inaccuracy of the meter; or (2) six (6) months.

ARTICLE XI: RECORDS

11.1 Maintenance of Record - Seller shall maintain at the Facility or such other location mutually acceptable to the parties, adequate metering and related power production records, in a form and content recommended by Idaho.

11.2 Inspection - Either party, after reasonable notice to the other party, shall have the right, during normal business hours, to inspect and audit any or all such metering and related power production records pertaining to Seller's account.

ARTICLE XII: PROTECTION

12.1 Seller shall construct, operate and maintain the Facility and Seller-furnished Interconnection Facilities in accordance with Appendix A,

Prudent Electrical Practices, the National Electric Safety Code and any other applicable local, state, and federal codes. If, in the reasonable opinion of Idaho, Seller's operation of the Facility or Interconnection Facilities is unsafe or may otherwise adversely affect Idaho's equipment, personnel, or service to its customers, Idaho may physically interrupt the flow of energy from the Facility or take such other reasonable steps as Idaho deems appropriate. Except in the case of an emergency, Idaho will attempt to notify Seller of such interruption prior to its occurrence as provided in paragraph 13.8. Seller shall provide and maintain adequate protective equipment sufficient to prevent damage to the Facility and Seller-furnished Interconnection Facilities.

ARTICLE XIII: OPERATIONS

13.1 Emergency Conditions - Seller agrees that in the event of and during a period of a shortage of power on Idaho's system as declared by Idaho in its reasonable discretion, Seller shall, at Idaho's request and within the limits of reasonable safety requirements as determined by Seller, use its best efforts to provide requested Net Energy, and shall, if necessary, delay any scheduled shutdown of the Facility.

13.2 Communications - Idaho and Seller shall maintain appropriate operating communications through Idaho's Designated Dispatch Facility, and Seller shall report to Idaho at the times and in the manner set forth in Appendix A.

13.3 Energy Acceptance - Idaho shall be excused from accepting and paying for Net Energy delivered by Seller to the Point of Delivery under the following circumstances:

13.3.1 If it is prevented from doing so by an event of force majeure.

13.3.2 If Idaho determines that curtailment, interruption or reduction of Net Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, operating conditions on its system, or as otherwise required by Prudent Electrical Practices. If, for reasons other than an event of force majeure, Idaho requires such a curtailment, interruption or reduction of Net Energy deliveries for a period that exceed twenty days beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Energy at a rate determined by dividing the Annual Net Energy amount by 8760 hours. Idaho will notify Seller when the interruption, curtailment or reduction is terminated.

13.4 Voltage Levels - Seller shall use its best efforts to minimize voltage swings and to maintain voltage levels acceptable to Idaho. Idaho may, upon one hundred eighty (180) days' notice to Seller, change its nominal operating voltage level by more than ten percent (10%) at the Point of Delivery, in which case Seller shall modify, at Idaho's expense, Seller's equipment as necessary to accommodate the modified nominal operating voltage level.

13.5 Power Factor - Seller shall provide power within plus or minus 5% of unity power factor. The generator shall be equipped with controls or equipment which give it the capability of operating anywhere within this range.

13.6 Scheduled Maintenance - Seller shall submit a proposed maintenance schedule for each calendar year on or before the preceding February 1, and Idaho and Seller shall mutually agree as to the acceptability or

unacceptability of the proposed date(s). The parties' determination as to the acceptability of Seller's timetable for scheduled maintenance will take into consideration Prudent Electrical Practices and neither party shall unreasonably withhold its acceptance of the proposed date for scheduled maintenance.

13.7 Maintenance Coordination - The parties shall, to the extent practical, coordinate their respective line and Facility maintenance schedules such that they occur simultaneously.

13.8 Contact Prior to Curtailment - Idaho will make a reasonable attempt to contact Seller prior to exercising its rights to curtail, interrupt or reduce deliveries from Seller. Seller understands that in the case of emergency circumstances, no notice will be given to Seller prior to interruption, curtailment, or reduction.

ARTICLE XIV: INDEMNIFICATION AND INSURANCE

14.1 Indemnification - Each party shall agree to hold harmless and to indemnify the other party, its officers, agents, and employees against all loss, damage, expense and liability to third persons for injury to or death of person or injury to property, proximately caused by the indemnifying party's construction, ownership, operation or maintenance of, or by failure of, any of such party's works or facilities used in connection with this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

14.2 Insurance - During the term of this agreement, Seller shall secure and continuously carry:

14.2.1 Comprehensive General Liability Insurance for both bodily injury and property damage equivalent to the amount of $1,000,000 combined single limit. Such insurance shall:

(a) include an endorsement naming Idaho as an additional insured insofar as work performed under this agreement is concerned; and

(b) include a provision stating that such liability policies shall not be canceled or their limits of liability reduced without thirty (30) days' written notice to Idaho.

14.2.2 Valued Loss of Income Insurance covering, at a minimum, the perils of fire, extended coverage, vandalism and malicious mischief, earthquake and flood and loss arising out of accidents to boilers and/or pressure vessels and mechanical and electrical breakdown coverage for turbines and generators. Such policies shall:

(a) be in amounts equal to the repayment amounts shown in Appendix E that would be owed to Idaho pursuant to paragraph 21.2.

(b) include a provision stating that this policy shall not be canceled or the limits reduced without thirty (30) days' written notice to Idaho.

(c) include Idaho as an additional insured and loss payee.

14.2.3 Seller to Provide Copies of Policies of Insurance - It is a requirement of this contract that a certified copy of the original policies and all endorsements be furnished Idaho as soon as reasonably possible.

ARTICLE XV: LAND RIGHTS

15.1 Seller to Provide Access - Seller hereby grants to Idaho for the term of this Agreement all necessary rights of way and easements to install, operate, maintain, replace, and remove Idaho's metering equipment, Disconnection Equipment and other Special Facilities necessary or useful to this agreement, including adequate and continuing access rights on property of Seller. Seller warrants that it has procured sufficient easements and rights of way from third parties so as to provide Idaho with the access described above. All documents granting such easements or rights of way shall be subject to Idaho's approval and in recordable form.

15.2 Use of Public Rights-of-Way - The parties agree that it is necessary to avoid the adverse environmental and operating impacts that would occur as a result of duplicate electric lines being constructed in close proximity. Therefore, subject to Idaho's compliance with paragraph 15.4, Seller agrees that should Seller seek and receive from any local, state or federal governmental body the right to erect, construct and maintain Seller-furnished Interconnection Facilities upon, along and over any and all public roads, streets and highways, then the use by Seller of such public right-of-way shall be subordinate to any future use by Idaho of such public right-of-way for construction and/or maintenance of electric distribution and transmission facilities and Idaho may claim use of such public right-of-way for such purposes at any time. Except as required by paragraph 15.4, Idaho shall not be required to compensate Seller for exercising its rights under this paragraph 15.2.

15.3 Joint Use of Facilities - Subject to Idaho's compliance with paragraph 15.4, Idaho may use and attach its distribution and/or transmission

facilities to Seller's Interconnection Facilities, may re-construct Seller's Interconnection Facilities to accommodate Idaho's usage or Idaho may construct its own distribution or transmission facilities along, over and above any public right-of-way acquired from Seller pursuant to paragraph 15.2, attaching Seller's Interconnection Facilities to such newly constructed facilities. Except as required by paragraph 15.4, Idaho shall not be required to compensate Seller for exercising its rights under this paragraph 15.3.

15.4 Conditions of Use - It is the intention of the parties that the Seller be left in substantially the same condition, both financially and electrically, as Seller existed prior to Idaho's exercising its rights under this Article XV. Therefore, the parties agree that the exercise by Idaho of any of the rights enumerated in paragraphs 15.2 and 15.3 shall: (1) comply with all applicable laws, codes and Prudent Electrical Practices, (2) Equitably share the costs of installing, owning and operating jointly used facilities and rights of way. If the parties are unable to agree on the method of apportioning these costs, the dispute will be submitted to the Commission for resolution and the decision of the Commission will be binding on the parties, and (3) shall provide Seller with an interconnection to Idaho's system of equal capacity and durability as existed prior to Idaho exercising its rights under this Article XV.

ARTICLE XVI: FORCE MAJEURE

As used in this Agreement, "force majeure" or "an event of force majeure" means any cause beyond the control of the Seller or of Idaho which, despite the exercise of due diligence, such party is unable to foresee, prevent or overcome, including but not limited to an act of God, fire, flood,

explosion, strike, sabotage, an act of the public enemy, civil or military authority, court orders, laws or regulations, insurrection or riot, an act of the elements or lack of precipitation resulting in reduced water flows for power production purposes. If either party is rendered wholly or in part unable to perform its obligations under this Agreement because of an event of force majeure, both parties shall be excused from whatever performance is affected by the event of force majeure, provided that:

(1) The non-performing party shall, as soon as is reasonably possible after the occurrence of the event of force majeure, give the other party written notice describing the particulars of the occurrence.

(2) The suspension of performance shall be of no greater scope and of no longer duration than is required by the event of force majeure.

(3) No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence.

ARTICLE XVII: LIABILITY; DEDICATION

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement. No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of Idaho as an independent public utility corporation, or Seller as an independent individual or entity.

ARTICLE XVIII: SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XIX: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XX: CHOICE OF LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

ARTICLE XXI: DEFAULT, NOTICE AND LIQUIDATED DAMAGES

21.1 Notice - In the event either party defaults in the performance of any of the terms or conditions of this Agreement, the nondefaulting party shall cause notice in writing to be given to the defaulting party, specifying the manner in which such default occurred. If the defaulting party shall fail to cure such default within the 30 days after service of such notice, then, and only then, may the nondefaulting party pursue any remedy which it may have in

law or equity, including an action to terminate this Agreement, to enforce the terms of this Agreement, or to recover damages for breach thereof. This article shall not be construed as restricting in any way Idaho's rights under Article XII, or paragraph A-4.1 of Appendix A to immediately interrupt flows of energy from the facility to Idaho's system.

21.2 Liquidated Damages. The parties agree that the amount of the payment which Idaho is to make to Seller is based on the agreed value to Idaho of Seller's performance of its obligation to provide Net Energy as set out in Article VI for the full term of the Agreement. The parties further agree that if Idaho does not receive such full performance (1) Idaho shall be deemed damaged by reason thereof, (2) it would be impractical or extremely difficult to fix the actual damages to Idaho resulting therefrom, (3) the payments as provided below are in the nature of adjustments in Net Energy prices and liquidated damages and not a penalty, and are a reasonable attempt by the parties to estimate a fair compensation to Idaho for the reasonable losses that would result from such total or partial default.

21.2.1 Failure to Deliver for Term of Agreement - If, at any time prior to the end of the term of the Agreement, Seller permanently curtails in whole or in part its deliveries of the Annual Net Energy amount Seller shall pay to Idaho, as Idaho's sole and exclusive remedy for damages arising out of this permanent curtailment of Net Energy deliveries, the appropriate lump sum repayment amount specified in Appendix E, multiplied by the difference in megawatt-hours between the annual Net Energy amount specified in paragraph 6.3 and the reduced Annual Net Energy amount. This payment amount will bear interest from sixty (60) days after Idaho receives notice of Seller's permanent reduction of the

annual Net Eneregy amount, until paid, at a rate equal to the average of the prime interst rates of the Idaho First National Bank in effect during each month of that period. For purposes of this paragraph, reduced deliveries of Net Energy due to below-normal water conditions (peragraph 6.4) shall not be considered a permanent curtailment.

ARTICLE XXII: GOVERNMENTAL AUTHORIZATION

22.1 This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or this Agreement.

22.2 This Agreement shall not become effective until the Commission approves all terms and provisions hereof without change or condition and declares that all payments to be made hereunder shall be allowed as prudently incurred expenses for ratemaking purposes.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, save that no assignment hereof by Seller shall become effective without the written consent of Idaho being first obtained. Such consent shall not be unreasonably withheld. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. Idaho shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

ARTICLE XXIV: MODIFICATION

No modification to this Agreement shall be valid unless it is in writing and signed by both parties.

ARTICLE XXV: TAXES

25.1 Each party agrees to pay its own federal and state taxes on its share of income attributable to the parties' performance of this Agreement, and any other tax, including any tax in the nature of an excise tax.

25.2 Each party shall pay before delinquency all ad valorem taxes and other governmental charges which if failed to be paid when due could result in a lien upon the Facility or the Interconnection Facilities.

ARTICLE XXVI: NOTICES

All written notices under this Agreement shall be directed as follows, and shall be considered delivered when deposited in the U S Mail, first-class postage prepaid, as follows:

To Seller: Crystal Springs Hydroelectric Company
184 2nd Street West
P O Box 1892
Twin Falls, ID 83303-1892

To Idaho: Vice President, Power Operations
Idaho Power Company
P O Box 70
1220 Idaho Street
Boise, Idaho 83707

ARTICLE XXVII: ADDITIONAL TERMS AND CONDITIONS

This Agreement includes the following appendices, which are attached hereto and included by reference:

Appendix A	-	Standards for Interconnection and Metering
Appendix B	-	Special Facilities, Point(s) of Delivery and Metering, and Operation Date
Appendix C	-	Schedule of Required Licenses and Permits
Appendix D	-	Minimum Payment Procedure
Appendix E	-	Lump Sum Payment

ARTICLE XVIII - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

IDAHO POWER COMPANY

By _____
Vice President - Planning and Resources

"Idaho"

Crystal Springs Hydroelectric Company, an Idaho general partnership

By _____
(Name)

Its _____

"Seller"

STATE OF IDAHO)
) ss
County of Ada)

On this 14th day of March, 1984, before me, the undersigned, a Notary Public, personally appeared DONALD E BARCLAY, personally known, who being duly sworn, did say that he is the Vice President - Planning & Resources of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as the free act and deed of said corporation.

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

(NOTARIAL SEAL)

Julie A Ryan
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 31st day of March, 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas G. Walker, Jr., known to me to be one of the general partners in the partnership of Crystal Springs Hydroelectric Company, and the general partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

KAYLYNNE HOLLIFIELD
NOTARY PUBLIC - STATE OF ID
Residing at Twin Falls Idaho
Commission Expires 8-23-88

NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

APPENDIX A

STANDARDS FOR INTERCONNECTION AND METERING

A-1 GENERAL PROVISIONS

A-1.1 It is the policy of Idaho to permit Seller to operate its Facility in parallel with Idaho's electric system, whenever this can be done without adverse effect to Idaho's equipment, personnel or other customers

A-1.2 These guidelines contain the minimum metering, interconnection, protection, operation, and communications requirements for the safe and effective parallel operation of Seller's Facility with Idaho's system. Although these guidelines are established to provide a uniform approach for evaluating Seller's generation projects, each interconnection must be examined by Idaho individually. Idaho and the Seller will be guided by this document, which is a part of the Firm Energy Sales Agreement, in planning an interconnection between Idaho's system and the Seller.

A-1.3 Idaho may provide limited technical assistance for Seller, but will not perform any engineering, construction or repair work on power production equipment.

A-2 GENERAL DESIGN CONSIDERATIONS

A-2.1 All Seller generators larger than 20 KVA shall be three-phase generators connected to three-phase circuits unless otherwise approved by Idaho. Generators 20 KVA and smaller may be either single-phase or three-phase.

A-2.2 Except in certain instances to be determined by Idaho, Seller's generator(s) shall be isolated from Idaho's system by a transformer. The Seller may be required to limit the fault current contribution to Idaho's system by generator impedence, neutral grounding or other means.

A-2.3 Idaho will not assume any responsibility for protection of the Seller's generator or of any other portion of the Seller's electrical equipment. The Seller is fully responsible for protecting his equipment from faults or disturbances on Idaho's system.

A-2.4 Seller is hereby notified that certain conditions on Idaho's system may cause negative sequence currents to flow in the Seller's generator. It is the sole responsibility of the Seller to protect his equipment from excessive negative sequence currents, reverse power flow, and single phasing.

A-3 METERING REQUIREMENTS

A-3.1 Unless otherwise agreed by the Parties, metering will be provided for recording net output of the Facility and will be separate from any metering of Seller's load. Metering required will be determined by Idaho on a case-by-case basis, but will generally follow the guidelines below:

A-3.1.1 Capacity Under 750 KVA - A kilowatt-hour/demand meter will be installed.

A-3.1.2 Capacity of 750 KVA and Above - Two meters will be installed. These will measure KWh/KW demand, and reactive power flow to and from the generator. These meters will have pulse outputs to a solid state recorder in order to determine power factor and demand.

A-4 FACILITY PROTECTION

A-4.1 The Seller has full responsibility for the maintenance of his generating equipment and the equipment protecting the Facility. If, in the opinion of Idaho, the Seller has failed to provide proper maintenance of the facility or its protection, and this failure could adversely impact Idaho or other Idaho customers, Idaho can require the Seller to cease parallel operation.

A-5 SYNCHRONOUS GENERATORS

A-5.1 If a governor is used, the governor characteristics may be adjusted to at least 5% droop.

A-5.2 A check interlock for synchronizing of the Seller's generator is required.

A-6 INDUCTION GENERATORS

A-6.1 Overvoltage can become a serious problem when an induction generator is isolated to a portion of a transmission or distribution system. Overvoltage relay shall be provided that will open the generator breaker in the event that the voltage reaches predetermined limits consistent with the overvoltage capability of the generator and the system. Undervoltage protction may also be required. On larger units, underfrequency and overfrequency relaying may be required.

A-6.2 Vars for excitation of the induction generator will need to be supplied from the power system or from capacitors as a component of a static Var source. Appendix B to this Agreement provides for compensation to Idaho for Vars supplied.

A-7 DC TO AC CONVERTERS

A-7.1 Direct current generators may be operated in parallel with Idaho system through a synchronous inverter. The inverter installation will be designed such that an Idaho system interruption will result in the immediate removal of the inverter power flow to Idaho. Harmonics and/or spurious frequencies generated by the Seller's generator-inverter combinations must be limited to avoid causing any reduction in quality of electric service to Idaho's other customers.

A-8 SWITCHING REQUIREMENTS

A-8.1 Idaho reserves the right to open and secure by lock any disconnecting device without prior notice to Seller for any of the following reasons:

A-8.1.1 System emergency.

A-8.1.2 Inspection of the Seller's Facility protective equipment reveals a condition which might adversely impact Idaho or Idaho's other customers.

A-8.1.3 Seller's generating equipment interferes with other customers, or with Idaho's system.

A-8.2 Seller shall maintain a written record of all operating (opening and closing) by Seller of the Seller's interconnection with Idaho. Each operation will be recorded by the date, hour and minute and will include the generator kilowatt hour reading at the time of the operation. This record will be maintained on a monthly basis and the original will be mailed to Idaho on the first business day of the following month. Idaho will provide the forms necessary for filing this monthly switching report.

A-9 GENERATION SCHEDULING AND REPORTING

A-9.1 For installations under 750 KVA, the Seller shall read his generator kilowatt hour meter within the 24-hour period following 12:00 noon on the last day of each month. That kilowatt hour meter reading is to be recorded on the monthly switching report that is mailed to Idaho.

A-9.2 For installations 750 KVA and above, before 10:00 A M each day, the Seller shall provide the Designated Dispatch Facility with an estimate of what the Seller will generate on the following day or days as may be required. In order to maintain a continuous record of energy actually generated and delivered, the Seller shall, by means acceptable to Idaho, obtain the kilowatt hour reading at midnight of each day and shall notify the Designated Dispatch

facility, the following day, of that meter reading. Additionally, the kilowatt hour meter reading, corresponding to midnight at the end of the last day of each month, shall also be recorded on the monthly switching report that is mailed to Idaho.

A-9.3 The written record of the end-of-month meter reading on the monthly switching report, subject to subsequent review and correction by Idaho, will be the basis of payment for energy purchased by Idaho from the Seller.

APPENDIX B

SPECIAL FACILITIES, POINTS OF DELIVERY AND METERING,

AND OPERATION DATE

CRYSTAL SPRINGS

B-1 DESCRIPTION OF FACILITY

The Seller's Facility consists of three hydroelectric units with space/piping provided for a fourth unit. Each unit will use a fixed geometry turbine. The generators will be 4160 volt, 3 phase, 60 hertz induction machines. Generator No 1 will have a nameplate rating of 617 KV; Generator No 2, 776 KW; and Generator No 3, 1,048 KW.

B-2 LOCATION OF FACILITY

The Facility is located in the E½ of Section 14 and the NW¼, NE¼ of Section 23, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho.

B-3 SCHEDULED OPERATION DATE

Seller has selected January 1, 1985, as the Scheduled Operation Date and December 1, 1984, as the First Energy Date. In making these selections, Seller recognizes that to allow for adequate testing of the Facility's degree of completion and reliability, it must achieve its First Energy Date at least thirty (30) days prior to the Operation Date. Idaho, based on the information supplied by Seller, will schedule its construction so that all Special Facilities, Disconnection Equipment and metering equipment will be completed in time so as not to delay Seller's achieving the First Energy Date. However, if Seller fails to pay the costs specified in B-11 below at the time specified therein, or materially changes the

specifications or design of the Facility or Seller-furnished Interconnection Facilities from what was previously provided to Idaho, Idaho may be required to reschedule its construction of these facilities which could adversely impact Seller's ability to achieve its scheduled First Energy Date.

B-4 FAILURE TO ACHIEVE OPERATION DATE

If Seller has not achieved the Operation Date within eleven (11) months of the Scheduled Operation Date, such failure shall be deemed to be an event of default pursuant to Article XXI.

B-5 POINT OF DELIVERY

The Point of Delivery of Energy from the Seller to Idaho will be the last 46,000 volt transmission structure serving this Facility owned by Idaho and located near the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 14, Township 9 South, Range 15 East, Boise Meridian. The Seller will provide the three phase 46,000 volt transmission line from the generator site to the Point of Delivery, and the transformer bank. The transformer bank will be a three phase 2500 KVA bank, 4160/2400 volts to 46,000 volts, connected delta on the high voltage side and wye grounded through an impedence on the low voltage side. The bank will be located approximately 300 feet from the generator, and will be owned and maintained by the Seller.

B-6 LOSSES

Losses shall be 0.80% of the metered energy.

B-7 METERING

The metering equipment will be on the 4160 volt side of the transformer bank, and will consist of current and voltage transformers, a KWH demand

meter, a KVAR meter, a recorder, and associated wiring. The meter will register kilowatt-hours and kilowatts of demand. An adjustment will be made to the meter readings to compensate for losses from the meter to the Point of Delivery of energy. Metering equipment will be owned and maintained by Idaho, with total cost of purchase, installation, operation and maintenance, including administrative cost to be reimbursed to Idaho by the Seller.

B-8 SPECIAL FACILITIES

The construction of approximately .75 miles of overhead 46 KV transmission line will be provided by Idaho as Special Facilities. The total cost of these Special Facilities will be reimbursed to Idaho by the Seller.

B-9 REACTIVE POWER

Reactive Power requirements necessary to maintain the generator power factor at 95% or greater will be supplied and maintained by the Seller.

B-10 DISCONNECTION EQUIPMENT

Disconnection Equipment is required to insure that the Seller's Facility will be disconnected from Idaho's system in the event of a disturbance on either Idaho's system or the Seller's Facility. This equipment is for the protection of Idaho's equipment only. Idaho will supply a 46 KV circuit switcher, mounting structure, three hook operated 46 KV disconnects, three 46 KV APTS, three 4 KV current transformers, batteries and battery charger, and a cabinet containing a circuit breaker, relays and associated wiring and logic. Seller will install equipment provided by Idaho and will supply and install a safety switch and all wiring and conduit necessary for the operation of the Interconnection Equipment. Idaho will supply details for the interconnection panel and will connect and test the

equipment prior to operation of the Facility. Seller will provide drawings of the interconnection wiring for engineering approval before installation. The total cost of the Disconnection Equipment, connection and testing will be reimbursed to Idaho by the Seller.

B-11 COSTS

The cost of Special Facilities is $40,000. The cost of the Metering Equipment is $3,400. The cost of the Interconnection Facilities is $66,000. The amount to be reimbursed to Cedar Draw for Shared Facilities is $16,756. The amount to be reimbursed to Pigeon Cove for shared Facilities is $26,663. The total amount to be paid to Idaho by the Seller is $152,819, less the $1,000 Application Fee. This represents the amount that will be charged by Idaho if the Seller makes the payment on or before April 31, 1994. If the Seller does not make this payment by the specified date, the amount will be subject to adjustment by Idaho. Idaho will not schedule construction or order Special Facilities which are not ordinarily maintained in Idaho's inventory until payment has been made. In addition, to the installation and construction charges above, during the term of the Agreement, Seller will pay Idaho an operation and maintenance charge of 0.7% per month times the total amount specified above. The monthly operations and maintenance charge may be adjusted during the term of the Agreement to reflect changes in the costs upon which the charge is based. Idaho will maintain on file with the Commission a schedule showing the cost components and calculation of the monthly operation and maintenance charge. The total costs and reimbursement are calculated on the basis of average costs. At such time as actual costs are determined, Idaho will adjust the total amounts to reflect actual costs incurred by Idaho.

Beginning with the month of this adjustment, the operation and maintenance charges will also be adjusted.

8-12 SALVAGE

No later than sixty (60) days after the termination or expiration of this Agreement, Idaho will prepare and forward to Seller an estimate of the remaining value of those Idaho Power furnished Interconnection Facilities described in this Appendix, less the cost of removal and transfer to Idaho's nearest warehouse, if the Interconnection Facilities will be removed. Idaho may then be invoiced by Seller for the net salvage value estimated by Idaho for the Interconnection Facilities and shall pay such amount to Seller within thirty (30) days after receipt of said invoice. Seller shall have the right to offset the invoice amount against any present or future payments due Idaho.

APPENDIX C

SCHEDULE OF REQUIRED LICENSES AND PERMITS

1. Evidence of compliance with Part 1 of the Federal Power Act. Acceptable evidence of compliance will be an Order from FERC: (1) issuing a License for the Facility, or (2) exempting the Facility from Licensing.
2. Permit for the appropriation of water for power production purposes issued by the Idaho Department of Water Resources.
3. Evidence of compliance with Subpart B of CFR §292.707. For this Facility, self-certification is sufficient.

APPENDIX D

MINIMUM PAYMENT PROCEDURE

APPENDIX E

LUMP SUM REFUND PAYMENT FOR PERMANENT CURTAILMENT
OF PORTION OR ALL OF ANNUAL NET ENERGY AMOUNT
UNDER 35-YEAR CONTRACT
DOLLARS PER ANNUAL MEGAWATT HOUR

Contract Year of Curtailment Commencement	Facility Operation Date			
	1984	1985	1986	1987
1	20	20	20	20
2	40	40	40	40
3	60	60	60	65
4	80	80	80	85
5	100	100	105	105
6	120	120	125	125
7	140	140	145	145
8	160	160	165	165
9	180	180	185	185
10	195	195	200	200
11	210	210	215	220
12	225	230	235	240
13	240	250	260	270
14	255	265	270	300
15	275	290	310	325
16	300	315	335	355
17	325	340	360	385
18	350	365	385	410
19	370	390	410	435
20	390	410	430	460
21	405	425	450	480
22	420	440	465	495
23	435	455	480	510
24	440	465	490	520
25	445	470	500	525
26	445	470	495	520
27	440	465	490	510
28	420	445	475	495
29	400	420	450	475
30	370	390	410	430
31	330	345	365	385
32	270	280	295	315
33	200	200	220	220
34	100	100	110	110
35	0	0	0	0

EXHIBIT "G"

RIGHT OF WAY

(Attached)

PISCES INVESTMENTS, an Idaho general partnership

by _____
general partner

by _____
general partner

STATE OF IDAHO)
COUNTY OF) ss.

On this day of in the year 1985, before me, a Notary Public, personally appeared

known or identified to me to be the President Secretary of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

_____
Notary Public
Residing at _____, Idaho

STATE OF IDAHO)
COUNTY OF) ss.

On this day of in the year 1985, before me, a Notary Public, personally appeared

known or identified to me to be (one of) the partner(s) in the partnership of

and the partner(s) who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

_____
Notary Public
Residing at _____, Idaho

STATE OF IDAHO)
COUNTY OF) ss.

On this day of in the year 1985, before me, a Notary Public, personally appeared

known or identified to me to be (one of) the partner(s) in the partnership of

and the partner(s) who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

_____
Notary Public
Residing at _____, Idaho

EXHIBIT "H"

DESCRIPTION OF REAL PROPERTY

(Attached)

EXHIBIT "I"

DESCRIPTION OF PERSONAL PROPERTY, EQUIPMENT,

FIXTURES AND APPURTENANCES

(Attached)

RECEIVED
JUL 13 1984
Southern District Office



APPLICATION FOR LICENSE

MINOR WATER POWER PROJECT
CEDAR DRAW CREEK HYDROELECTRIC PROJECT

Crystal Springs Hydroelectric Company

May 1983

REVISED MAY 1984

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

APPLICATION FOR LICENSE
FOR MAJOR WATER POWER PROJECT
5 MEGAWATTS OR LESS

CEDAR DRAW CREEK HYDROELECTRIC PROJECT

Prepared For:

CRYSTAL SPRINGS HYDROELECTRIC COMPANY

184 2nd Street W.
Twin Falls, Idaho 83301
(208) 734-9600

Prepared By:

LAND PLANNING & MANAGEMENT, INC.

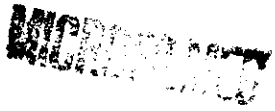
22627 152nd S.E.
Kent, Washington 98031
(206) 682-2296

Consulting Engineer:

HALLIWELL ASSOCIATES, INC.

865 Waterman Avenue
East Providence, RI 02914
(401) 438-5020

MAY 1984



BEFORE THE

FEDERAL ENERGY REGULATORY COMMISSION

APPLICATION FOR LICENSE FOR A

MAJOR WATER POWER PROJECT 5 MEGAWATTS OR LESS

1. The Crystal Springs Hydroelectric Company applies to the Federal Energy Regulatory Commission for a license for the Cedar Draw Creek Hydroelectric Project, as described hereinafter, a small hydroelectric power project that is proposed to have an installed generation capacity of 2,045 kilowatts.

2. The location of the project is:

   State : Idaho

   County : Twin Falls

   Stream : Cedar Draw Creek (Wasteway)

3. The exact name, address, and telephone number of the applicant are:

   Crystal Springs Hydroelectric Co.
   P. O. Box 1892 / 184 - 2nd Street West
   Twin Falls, Idaho 83301
   Attention: Thomas G. Walker, Jr.
   (208) 734-9600

4. The exact name, address, and telephone number of the consulting engineer authorized to act as agent for the applicant in this application are:

   Halliwell Associates, Inc.
   865 Waterman Avenue
   East Providence, Rhode Island 02914
   Attention: Steven Krous
   (401) 438-5020

   Land Planning & Management, Inc.
   22627 - 152nd Southeast
   Kent, Washington 98031
   Attention: David B. Diehl
   (206) 682-2296

5. The applicant is a general partnership organized under the laws of the State of Idaho.

6. (i) The regulatory requirements affecting the proposed project, with respect to riverbed and banks, the appropriation, diversion and use of water for power purposes are as follows:

A. Water Right Permit

B. State of Idaho Division of Environment

The facilities are located on private property so no publlic lands or river/stream beds are involved, eliminating therefore the appropriate wetlands and/or fill permits otherwise required.

(ii) The steps which the Applicant has taken in order to comply with these requirements are as follows:

A. The State of Idaho Division of Water Resources (450 West State Street, Boise, Idaho 83724 (208 334-2190)will issue a permit for the appropriation, diversion and use of water for power generation purposes upon acquisition by the Applicant of a license whereby said water can be put to beneficial use.

B. The State of Idaho has enacted water quality standards and wastewater treatment requirements to protect Cedar Draw Creek for, among other things, cold water biota and salmonid spawning. See letter from State of Idaho Division of Environment, dated February 1, 1984.

7. PROJECT DESCRIPTION:

The proposed Hydroelectric Project is located on Cedar Draw Creek approximately 1½ miles south and upstream of its confluence with the Snake River in Twin Falls County, Idaho. The project will divert water from said creek through 5,750 LF of 60 inch conveyance conduit, forebay structure and 1,350 LF of 54 inch penstock terminating at a new power plant. The installed generation capacity of the project will be 2,045 KW at a design flow of 110 cfs.

8. LANDS OF THE UNITED STATES AFFECTED:

No lands of the United States are affected by this project. The Applicant has acquired land leases (2) for the construction, operation and maintenance of the project.

9. CONSTRUCTION OF THE PROJECT:

Actual construction of the project is planned to commence in the Fall of 1984 with the turbine/generator equipment to be ordered in August for delivery in the Spring of 1985. The Applicant has targeted a startup date for energy production on April 15, 1985, with a start of operation date for Idaho Power Co. acceptance by June 1, 1985.

10. This application is executed in the State of Washington.

David R. Millard, 22627 - 152nd Southeast, Kent, Washington 98042, deposes and says that the contents of this application are true to the best of his knowledge or belief. The undersigned applicant has signed this application this 27th day of February, 1984.

Crystal Springs Hydroelectric Company
(Applicant)

By: _____
(Partner)

State of Washington)
) ss.
County of King)

Subscribed and sworn to before me, a Notary Public of the State of Washington, this 27th day of February, 1984.

Louise A. O'Brien
Notary Public
residing at Kent, Wa

(NOTARY SEAL)

CRYSTAL SPRINGS HYDROELECTRIC COMPANY
CEDAR DRAW CREEK HYDROELECTRIC PROJECT

EXHIBIT A

PROJECT DESCRIPTION AND PROPOSED MODE OF OPERATION

The proposed project consists of (a) Diversion structure in the SW ¼ of NE ¼ of Section 23, Township 9 South, Range 15 Each, B.M.: (b) 5,750 feet of 60 inch welded steel pipe conduit through the W ½ of NE ¼ of said Section 23 and W ½ of SE¼ of Section 14, Township 9 Sough, Range 15 East, B.M.: (c) 10 foot diameter steel forebay surge standpipe; (d) 1,350 feet of 54 inch penstock in the SW ¼ of the NE ¼ of Section 14, Township 9 South, Range 15 Each, B.M.: (e) powerhouse with 3 turbines and generators of 955 720 and 574 KW ratings with space for another turbine generator of size to be selected in the future; (f) controls and switchgear; (g) 2,500 KVA step-up transformer 4,160 volt to 46 KV which is the Idaho Power Company voltage; and (h) an intertie to the Idaho Power Company transmission line. The general location of this facility is shown in the Ownership/Vicinity map on page 4; greater detail of the system is shown on a 1" = 400' topographic map, titled Project Map - Section G, Exhibit G.

The various aspects of the project are discussed in the following locations.

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EXHIBIT A

1. PHYSICAL PLANT DATA

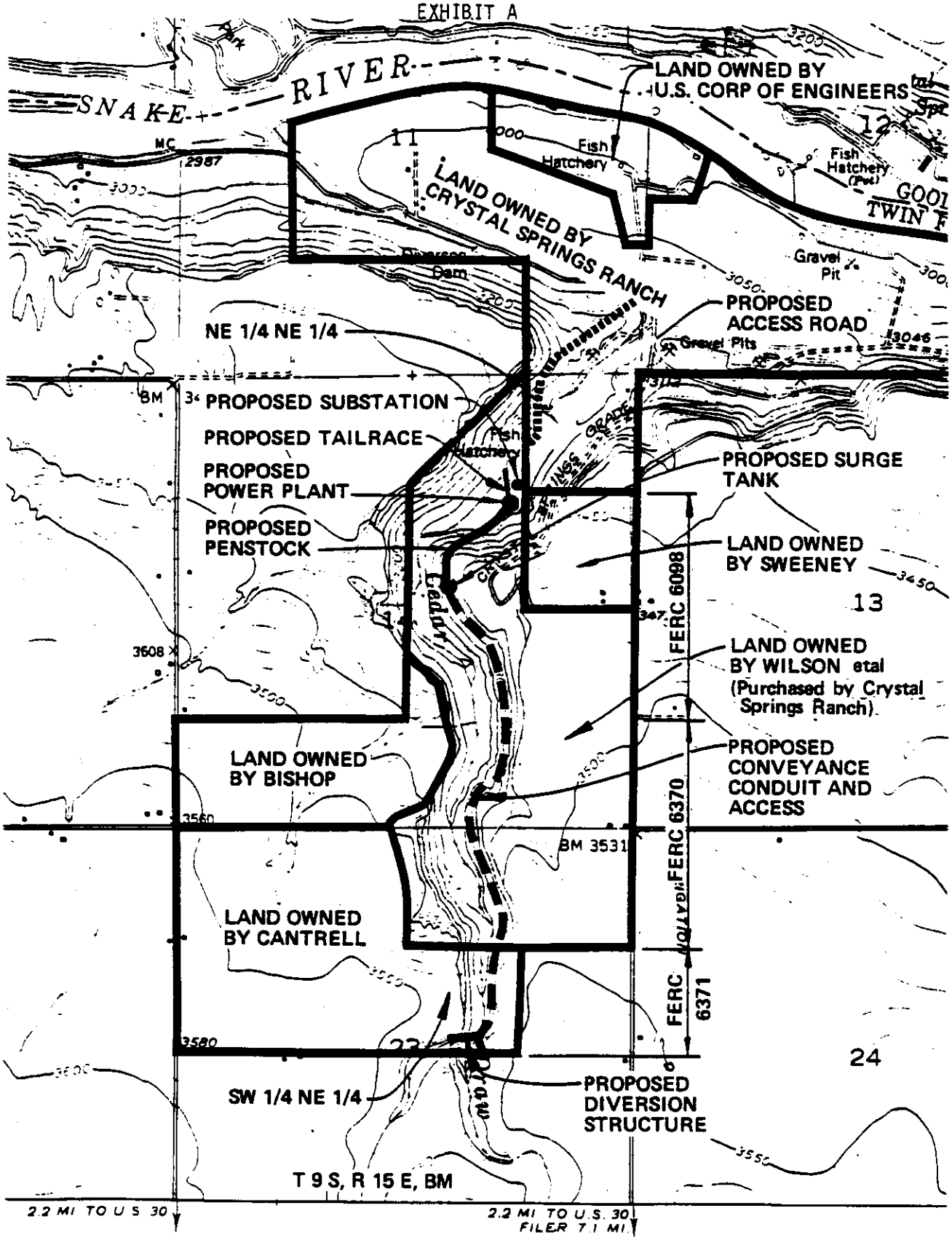
(a) Diversion Structure. This project will utilize a diversion structure within Cedar Draw Creek that will automatically provide the required fish maintenance flows and divert all additional flows up to 110 cfs to the hydroelectric works. The diversion structure will create a small pond of varying depth depending on stream flows. The purpose of the structure is to provide hydraulic head for entrance into the conveyance conduit and to function as a minor sedimentation and storage facility. The water surface elevation at the inlet will be EL 3,345. The intake works will consist of a reinforced concrete structure with movable gates/boards for flow control. During periods of low flows, a sonic metered outlet would automatically provide flow to maintain aquatic and fish life, while the remaining water would be utilized for power generation. During periods of high flows, only 110 cfs, the amount of the flow permitted by water-right, would be diverted into the power plant. All flows over 110 cfs would remain within the creek system. (See Diversion Structure, Section F, Exhibit F-2.)

(b) Conveyance Conduit. It is proposed to install approximately 5,750 lineal feet of 60 inch welded steel pressure pipe conduit along the east slope of Cedar Draw. The proposed cross-section for pipe installation and access road is shown in Section F, Exhibit F-7. It is planned to install the pipe generally to a gravity flow gradient where possible. In the area of intersection with the vertical rock cliff, an inverted syphon will be used. The pipeline route will also serve as the access road to the diversion structure and the pipe will be held tight against the cut face supported on concrete supports and protected from rock fall by gravel fill. The conduit will be designed to transport a maximum flow of 110 cfs as per State of Idaho Water Right Permit No. 47-7768 (pending). (See Project Map, 1" = 400', Exhibit G.)

(c) Forebay Structure. The conveyance conduit will terminate in a 10-foot diameter steel surge-standpipe, located adjacent to the "abandoned" grade road, to stabilize flows. This structure will prevent or minimize water surges and provide a transition to the penstock. The top elevation of the forebay-standpipe will be set to prevent overflow when the turbine is shut down. A bottom drain to remove silt, stones and other debris will be provided. A provision will be made for a second penstock exit for a future turbine-generator at the power plant.

(d) Penstock. One penstock will transport flows to the initial turbine. It is anticipated that the penstock will be steel pipe, ½-inch wall thickness, 54 inches in diameter, approximately 1,350 feet long. When stream flows from contemplated irrigation facilities increase the available flow sufficiently, a second 30 inch diameter penstock will be constructed. The Applicant would prefer, for aesthetic purposes, to bury the penstock if soil conditions permit trenching down the slope; or as an alternate proposes to to anchor the penstock into stable rock for structure stability.

EXHIBIT A



Contour Interval = 10ft.

LPM

OWNERSHIP/VICINITY MAP
Cedar Draw Creek Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

Revised (2/1/84)

(e) Generating Facilities.* The facilities will be an automatic-computer controlled system using three (3) turbine-generators. A telephone announcing and reporting system will be used to supply operating data remotely.

Unit No. 1 will be an Ingersoll-Rand Co. fixed-geometry Francis turbine with a design flow of 48 cfs and a minimum flow of 40.8 cfs at a design head of 267 feet. The generator will be a Westinghouse induction machine of 955 KW, 1,200 RPM, 3 phase, 4,160 volt/reduced voltage. The required capacitance is 252 KVAR to produce a corrected power factor of 95.8. Unit No. 1 output at design flow will be 868 KW with a turbine-generator efficiency of 81.9%.

Unit No. 2 will be an Ingersoll-Rand Co. fixed-geometry Francis turbine with a design flow of 35 cfs and a minimum flow of 29.8 cfs at a design head of 267 feet. The generator will be a Westinghouse induction machine of 720 KW/full load. The required capacitance is 191 KVAR to produce a corrected power factor of 96.5%. Unit No. 2 output at design flow will be 654.3KW with a turbine-generator efficiency of 82.9%.

Unit No. 3 will be an Ingersoll-Rand Co. fixed-geometry Francis turbine with a design flow of 28 cfs and a minimum flow of 23.8 cfs at a design head of 267 feet. The generator will be a Westinghouse induction machine of 574 KW/full load. The required capacitance is 152 KVAR to produce a corrected power factor of 95.2%. Unit No. 3 output at design flow will be 522 KV with a turbine-generator efficiency of 82.7%.

The concept of the power plant is shown on Exhibit F-4, titled Power Plant Layout and Exhibit F-5, titled Electrical Controls.

The substation transformer will be a Westinghouse 2,500 KVA, 4,160 volts to 46 KV line voltage.

The system intertie, including disconnect equipment, will be provided by the Applicant at the power plant. The Applicant proposes to construct 1/4 mile of transmission line from the power plant substation east to the public right-of-way; this transmission line will be owned and operated by the Applicant. The transmission line within the public right-of-way will be constructed, owned and operated by Idaho Power Company to connect at the existing 46 KV line, 4 miles away.

(f) Tailrace. The tailrace will be constructed in conjunction with a stilling basin to direct the discharge into the natural stream system without erosion or water quality problems. The tailrace will be at water surface elevation 3,067.3* at design flow.

EXHIBIT A

2. STREAM FLOW DATA

(a) Stream Description. Cedar Draw Creek consists of two (2) branches, or tributaries, that converge at Cedar Draw Falls, known as Two-Falls, just upstream or south of the proposed Crystal Springs Hydroelectric Project's point of diversion. Both branches serve as natural drainage collectors for 7 inches and 9 inches of annual rainfall. During the irrigation period, the major amount of flow is irrigation waste water from the Twin Falls Canal Company. Winter flows consist of the natural groundwater runoff from the irrigated areas and water that might come into the system from Melba Dam entrance on the Snake River.

(b) Flow Records. U.S.G.S. gaging station 13093500 is located on the east branch, about 3,500 feet upstream of the proposed point of diversion. Flow records were taken from August, 1955 through mid-July, 1958 and from October, 1979 through September, 1981. After September 30, 1981, recording was discontinued. The mean daily flows from October, 1979, through September, 1981 are plotted on the strip graph titled "Stream Data", Pages 7(lt) and 7(rt).

No records are known to exist for flows of the west branch. The U.S.G.S. have, however, taken infrequent flow measurements at U.S.G.S. gaging station 13093530 which was located near the proposed power plant discharge. The records of these spot readings are plotted on the strip graph titled, "Stream Data", Pages 7(lt) and 7(rt).

The Applicant installed a permanent gaging station approximately 800 feet downstream, or north, of the proposed power plant discharge to measure the combined flow of both tributaries. The station was put into service on Saturday, March 19, 1983. The flow measurements taken to date are recorded on a graph titled, "Flow Records (1983), page 8. Photographs of the installation are shown on page 9. The installation consists of a Leopold-Stevens 8-day, float operated wind-up recorder in a 24-inch diameter well. Calibration was made by cross-section of the stream and taking of velocities in segments using a current meter.

(c) Stream Flow Duration Analysis. To develop a stream flow duration curve, the data for Water Year 1980, Water Year 1981, a curve developed by Snake River consultants and the combination of Water Years 1980 and 1981 were plotted in a Composite Streamflow Duration Curve on page 10. From an interview with Mr. Mike Beus of the Twin Falls Canal Company, it was concluded that there was no substantial difference in amount of land irrigated for this time period. Water Year 1980 had substantial waste-water due to the time required to meet irrigation demands through 80 miles of canals from the Melba Dam Canal Headworks. Water Year 1981 was representative of a year when the Canal Company was able to more closely regulate the amount of water given each user. The base curve to be used for the study incorporates a combination of Water Years 1980 and 1981.

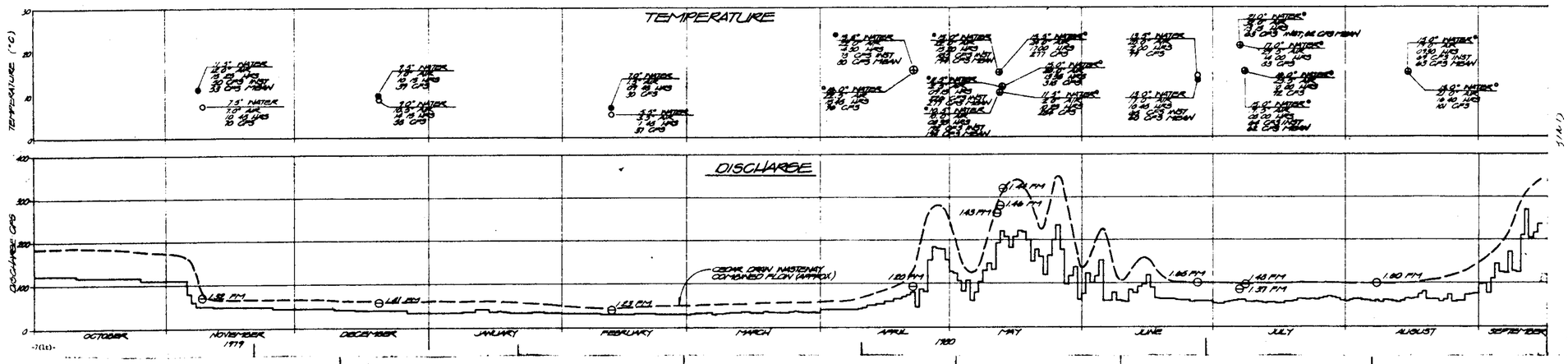
(d) Flow Multiplier. An analysis is made of the ratio of the infrequent instantaneous readings of flow taken at gage station 13093530 to the constant recording of the east fork of Cedar Draw Creek at gage station 13093500. This data is listed on page 11, titled, "Flow Multiplier Analysis", and shows a comparative ratio from a low of 1.18 to a high of 2.29. The average ratio is 1.46. The reason for the variation in flow ratios is not determinable from the data available. Using gage station 13093500 for water years 1980 and 1981, Stream Flow Duration Curves for Flow Multipliers of 1.2, 1.32 and 1.45 have been plotted on the graph on page 12.

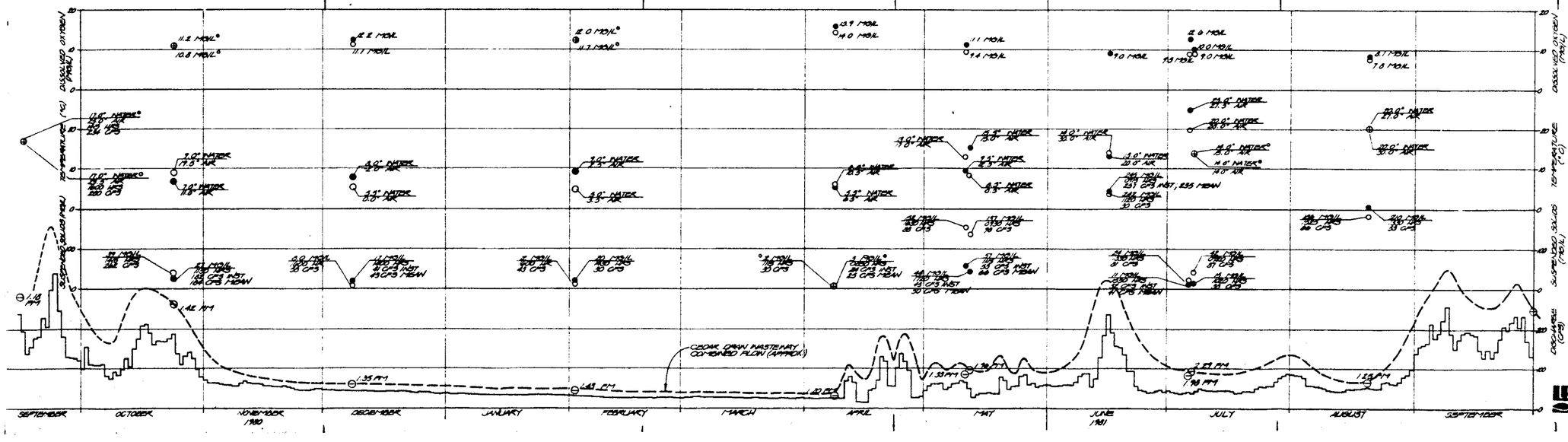
(e) Stream Flow Duration Curve. It is a reasonable premise that at various times of the year the actual flow and multiplier will range between 1.18 and 2.25, with an average mulitplier being 1.46. For this study, a flow multiplier of 1.32 has been selected as reasonable and conservative. Stream Flow Duration Curves for various flow multipliers are shown on page 12.

(f) Possible Future Flow Increase. Under letter dated January 18, 1983, the U. S. Bureau of Reclamation reports that Cedar Draw Creek will receive additional irrigation wastewater from their proposed Salmon Falls Project. The Project is in the advance planning stage, but no firm date has been established for construction. It is assumed, therefore, that more water will be available for generation at some time in the future.

(g) Water Quality. Infrequent water quality samples were taken by the U.S.G.S. at gaging stations 13093500 and 13093530 during water years 1980 and 1981. Because of the infrequency of these readings, the data is not considered suitable to present in a Duration Curve. The readings for suspended solids, dissolved oxygen and water and air temperature are plotted on the strip graph titled, "Stream Data", pages 7(lt) and 7(rt). Excerpts from the U.S.G.S., Water Quality Data, containing more information than shown on the strip graph, are produced on pages 13 through 19.

STREAM DATA
SNAKE CREEK
SEE RIGHT SIDE FOR LEGEND





LEGEND

- ● READING USGS GAGE 13093500
- ○ READING USGS GAGE 13093000
- ⊕ READINGS BOTH USGS GAGES 13093500 AND 13093000
- ⊖ FM FLOW MULTIPLIER TO USGS GAGE 13093000 FROM USGS GAGE 13093500
- INST INSTANTANEOUS FLOW READING
- MEAN MEAN DAILY FLOW READING

STREAM DATA
SNAKE STATIONS 13093000 & 13093500
HYDROELECTRIC PROJECT: COOK CREEK
ORIGINAL OWNER: HYDROELECTRIC CO
TWIN FALLS COUNTY, IDAHO

-7(tt)-

EXHIBIT A

FLOW RECORDS (1983)

CEDAR DRAW CREEK

800 FEET NORTH OF POWER PLANT

DATE	CFS
MARCH	
20	25
21	25
22	29
23	29
24	29
25	29
26	25
27	20
28	17
29	13
30	20
31	29
APRIL	
1	20
2	20
3	20
4	20
5	29
6	38
7	38
8	58
9	69
10	69
11	69
12	100
13	120
14	134
15	113
16	100
17	149
18	101
19	135
20	127
21	150
22	150
23	150
24	169
25	229
26	204
27	69
28	106
29	106
30	87

DATE	CFS
MAY	
1	171
2	237
3	212
4	134
5	120
6	134
7	125
8	125
9	195
10	236
11	171
12	106
13	81
14	38
15	69
16	106
17	-
18	-
19	-
20	-
21	-
22	69
23	81
24	93
25	93
26	113
27	127
28	149
29	58
30	69
31	52
JUNE	
1	52
2	69
3	81
4	87
5	64
6	74
7	-
8	-
9	-
10	-
11	-
12	-

DATE	CFS
JUNE	
13	-
14	-
15	-
16	-
17	-
18	-
19	-
20	-
21	-
22	-
23	-
24	-
25	-
26	-
27	-
28	-
29	-
30	-
JULY	
1	-
2	-
3	-
4	-
5	-
6	-
7	-
8	-
9	-
10	73
11	106
12	100
13	107
14	148
15	164
16	-
17	150
18	212
19	282
20	301
21	320
22	310
23	264
24	229

DATE	CFS
JULY	
25	-
26	-
27	-
28	-
29	-
30	-
31	-
AUGUST	
1	-
2	-
3	-
4	-
5	-
6	-
7	-
8	58
9	58
10	81
11	93
12	149
13	-
14	178
15	164
16	164
17	149
18	149
19	-
20	-
21	205
22	212
23	246
24	-
25	-
26	-
27	-
28	255
29	255
30	246
31	212

EXHIBIT A

FLOW RECORDS (1983)

CEDAR DRAW CREEK

800 FEET NORTH OF POWER PLANT

DATE	CFS
SEPTEMBER	
1	171
2	164
3	195
4	205
5	195
6	179
7	155
8	164
9	195
10	225
11	300
12	300
13	300
14	300
15	-
16	-
17	-
18	262
19	255
20	246
21	238
22	212
23	229
24	212
25	212
26	250
27	250
28	255
29	255
30	301
OCTOBER	
1	320
2	282
3	264
4	172
5	-
6	-
7	-
8	-
9	219
10	-
11	-
12	-

DATE	CFS
OCTOBER	
13	-
14	-
15	-
16	117
17	-
18	-
19	-
20	-
21	-
22	-
23	65
24	-
25	-
26	-
27	-
28	-
29	-
30	65
31	-
NOVEMBER	
1	-
2	-
3	-
4	-
5	-
6	46
7	-
8	-
9	-
10	-
11	-
12	-
13	42
14	69
15	54
16	-
17	-
18	54
19	53
20	60
21	53
22	45
23	43

DATE	CFS
NOVEMBER	
24	50
25	45
26	-
27	-
28	50
29	52
30	47
DECEMBER	
1	52
2	47
3	33
4	50
5	52
6	-
7	-
8	-
9	35
10	32
11	-
12	52
13	47
14	47
15	48
16	47
17	-
18	-
19	46
20	-
21	-
22	-
23	-
24	-
25	-
26	52
27	56
28	47
29	45
30	41
31	-
JANUARY, 1984	
1	43
2	45
3	41

DATE	CFS
JANUARY, 1984	
4	39
5	-
6	-
7	-
8	-
9	39
10	-
11	-
12	-
13	35
14	-
15	-
16	31
17	-
18	-
19	-
20	-
21	-
22	-
23	31
24	33
25	-
26	-
27	42
28	-
29	-
30	31
31	31
FEBRUARY, 1984	
1	30
2	27
3	26
4	25
5	25
6	24
7	20
8	-
9	-
10	42
11	-
12	-
13	43
14	-
15	-
16	-
17	27
18	-
19	-
20	24



STREAM GAGING STATION LOCATED ON CEDAR DRAW CREEK APPROX. 600 FT. DOWNSTREAM OR NORTH OF THE PROPOSED POWERHOUSE.



ENGINEER EXAMINING RECORDER PRIOR TO INSTALLATION IN PERMANENT STEEL HOUSING.

LPM

STREAM GAGING STATION

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

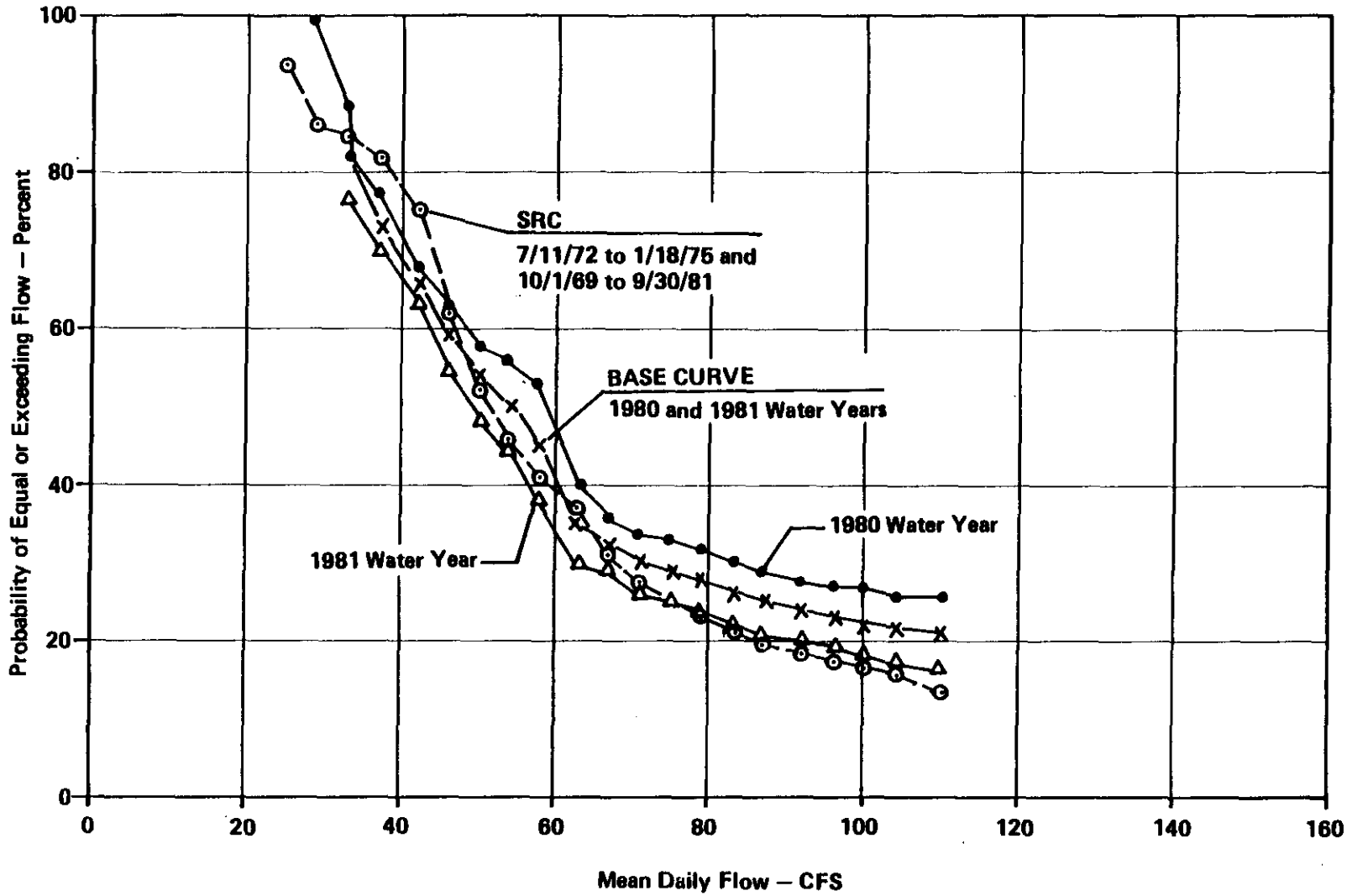


EXHIBIT A

STREAMFLOW DURATION CURVES
Developed From Gaging Station 13093500
Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

EXHIBIT A

FLOW MULTIPLIER ANALYSIS

CEDAR DRAW CREEK HYDROELECTRIC PROJECT

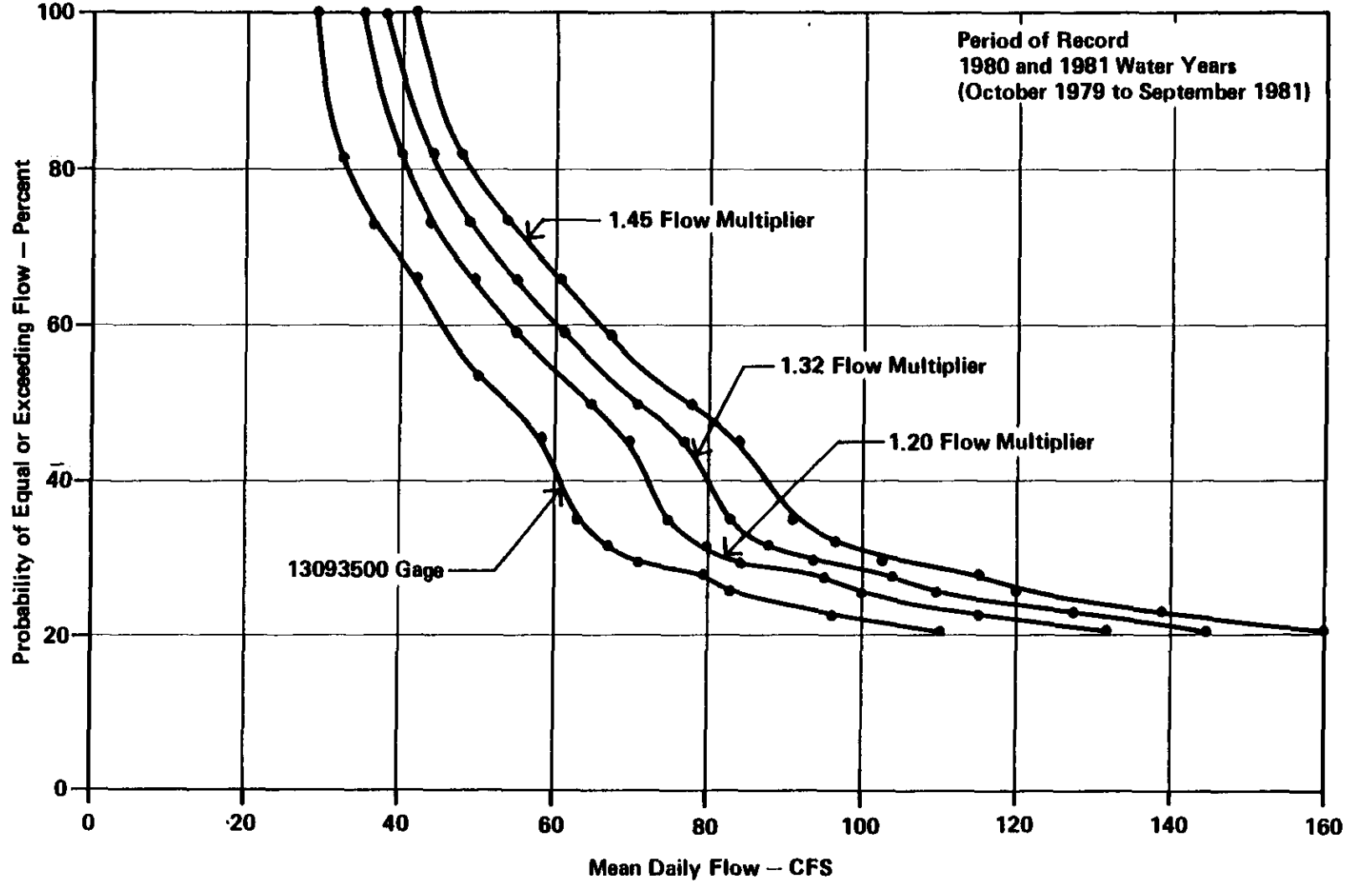
CRYSTAL SPRINGS HYDROELECTRIC CO.

DATE	GAGING STATION 13093500	GAGING STATION 13093530	FLOW MULTIPLIER
November 29, 1979	53 cfs	70 cfs	70 ÷ 53 = 1.32
December 20, 1979	39 cfs	55 cfs	55 ÷ 39 = 1.41
February 12, 1980	30 cfs	37 cfs	37 ÷ 30 = 1.23
April 22, 1980	80 cfs	96 cfs	96 ÷ 80 = 1.20
May 12, 1980 (AM)	194 cfs	284 cfs	284 ÷ 194 = 1.46
May 12, 1980 (PM)	194 cfs	277 cfs	277 ÷ 194 = 1.43
May 13, 1980	221 cfs	318 cfs	318 ÷ 221 = 1.44
June 23, 1980	60 cfs	99 cfs	99 ÷ 60 = 1.65
July 7, 1980	62 cfs	83 cfs	83 ÷ 62 = 1.34
July 8, 1980	62 cfs	92 cfs	92 ÷ 62 = 1.48
August 15, 1980	63 cfs	101 cfs	101 ÷ 63 = 1.60
September 15, 1980	237 cfs	280 cfs	280 ÷ 237 = 1.18
October 24, 1980	184 cfs	262 cfs	262 ÷ 184 = 1.42
December 8, 1980	43 cfs	58 cfs	58 ÷ 43 = 1.35
February 2, 1981	30 cfs	43 cfs	43 ÷ 30 = 1.43
April 8, 1981	25 cfs	30 cfs	30 ÷ 25 = 1.20
May 11, 1981	66 cfs	88 cfs	88 ÷ 66 = 1.33
May 12, 1981	50 cfs	98 cfs	98 ÷ 50 = 1.96
June 16, 1981	235 cfs	301 cfs	301 ÷ 235 = 1.28
July 6, 1981	41 cfs	81 cfs	81 ÷ 41 = 1.98
July 7, 1981	38 cfs	87 cfs	87 ÷ 38 = 2.29
August 20, 1981	53 cfs	66 cfs	66 ÷ 53 = 1.25

Minimum Flow Multiplier = 1.18
Maximum Flow Multiplier = 2.29
Average Flow Multiplier = 1.46
Design Flow Multiplier = 1.32

Gaging Station 13093500: On left bank just upstream from County road bridge, 2½ miles upstream from mouth and 4½ miles northwest of Filer in SW ¼ SW ¼ of Section 24, Township 9 South, Range 15 East, B.M. - Mean Flow

Gaging Station 13093530: At Crystal Springs hatchery diversion, 5.7 miles northwest of Filer, in SE ¼ NW ¼ NE ¼ of Section 14, Township 9 South, Range 15 East, B.M. - Instantaneous Flow



STREAMFLOW DURATION CURVES
For Various Flow Multipliers

Developed From Gaging Station 13093500
Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

EXHIBIT A

EXHIBIT A

ANALYSES OF SAMPLES COLLECTED AT MISCELLANEOUS SITES

WATER QUALITY DATA, WATER YEAR OCTOBER 1979 TO SEPTEMBER 1980

DATE	TIME	STREAM-FLOW, INSTAN-TANEOUS (CFS)	SPE-CIFIC CON-DUCT-ANCE (MICRO-MHOS)	TEMPER-ATURE, AIR (DEG C)	TEMPER-ATURE, WATER (DEG C)
13093500 - CEDAR DRAW NEAR FILER, IDAHO (LAT 42 37 25 LONG 114 39 12)					
NOV , 1979					
08...	1525	58	974	12.0	11.5
DEC					
28...	1015	39	846	7.0	9.5
FEB , 1980					
12...	0945	30	993	-1.5	7.0
APR					
22...	1430	73	976	22.0	15.5
MAY					
12...	0835	192	916	10.0	10.5
12...	1529	185	535	22.0	15.0
13...	0915	226	906	12.5	11.5
JUN , 1980					
27...	1045	65	665	17.0	13.0
JUL					
07...	1315	63	733	32.0	21.0
08...	0800	64	716	19.5	15.0
AUG					
15...	0930	89	787	19.0	15.0
SEP					
15...	1415	234	560	25.0	17.0
13093530 - CEDAR DRAW ABOVE MOUTH NEAR FILER, IDAHO (LAT 42 38 57 LONG 114 39 33)					
NOV , 1979					
09...	1045	78	867	7.0	7.5
DEC					
28...	1415	55	874	10.5	9.0
FEB , 1980					
12...	1145	37	906	3.5	5.5
APR					
22...	1545	96	512	22.5	16.0
MAY					
12...	1025	284	584	12.0	11.5
12...	1700	277	554	24.0	15.5
13...	1335	318	536	20.0	15.0
JUN , 1980					
27...	1200	99	664	28.0	13.5
JUL					
07...	1400	83	722	29.5	17.0
08...	1000	92	686	29.5	16.0
AUG					
15...	1040	101	763	21.0	15.0
SEP					
15...	1600	280	907	23.5	17.0

EXHIBIT A

CEDAR DRAW BASIN

13093500 CEDAR DRAW NEAR FILER, ID--Continued

WATER-QUALITY RECORDS

PERIOD OF RECORD.--Water year October 1980 to September 1981.
REMARKS.--Water-quality data collected for special projects.

WATER QUALITY DATA, WATER YEAR OCTOBER 1980 TO SEPTEMBER 1981

DATE	TIME	STREAM-FLOW, INSTAN-TANEOUS (CFS)	SPE-CIFIC CON-DUCT-ANCE (UMHOS)	PH (UNITS)	TEMPER-ATURE, AIR (DEG C)	TEMPER-ATURE (DEG C)	TUR-BID-ITY (NTU)	OXYGEN, DIS-SOLVED (MG/L)	OXYGEN, DIS-SOLVED (PER-CENT SATUR-ATION)	COLI-FORM, FECAL, 0.7 UM-MF (COLS./ 100 ML)
OCT										
24...	1130	142	592	8.2	11.0	7.0	.20	11.2	107	<70
DEC										
08...	1400	41	1239	8.5	-2.0	0.0	1.4	12.2	116	61
FEB										
02...	1430	30	956	8.8	2.5	9.0	0.1	12.0	117	--
APR										
08...	0850	24	966	8.3	6.5	5.5	1.5	15.9	143	56
MAY										
11...	1115	53	579	8.6	12.5	9.5	23	11.1	111	260
12...	1720	46	623	8.9	15.0	15.5	32	10.0	114	390
JUN										
16...	0915	257	514	8.4	20.0	13.0	52	9.0	98	790
JUL										
06...	1530	32	716	8.9	27.5	25.0	10	12.6	173	540
07...	1020	36	778	8.4	14.0	14.0	1.1	10.0	110	360
AUG										
20...	1330	53	816	8.4	27.0	20.0	44	8.1	102	1200

DATE	HARD-NESS (MG/L AS CACO3)	HARD-NESS, NONCAR-BONATE (MG/L CaCO3)	CALCIUM DIS-SOLVED (MG/L AS CA)	MAGNE-SIUM, DIS-SOLVED (MG/L AS MG)	SODIUM, DIS-SOLVED (MG/L AS NA)	PERCENT SODIUM	SODIUM AD-SORP-TION RATIO	POTAS-SIUM, DIS-SOLVED (MG/L AS K)	BICAR-BONATE FET-FLD (MG/L AS HCO3)	CAR-BONATE FET-FLD (MG/L AS CO3)
OCT										
24...	230	12	54	22	46	27	1.2	5.1	260	0
DEC										
08...	--	--	--	--	--	--	--	--	600	29
FEB										
02...	370	72	81	46	89	34	2.0	4.6	300	31
APR										
08...	--	--	--	--	--	--	--	--	350	0
MAY										
11...	230	21	58	22	36	25	1.0	4.6	230	12
12...	--	--	--	--	--	--	--	--	210	29
JUN										
16...	--	--	--	--	--	--	--	--	230	2
JUL										
06...	280	40	67	27	51	28	1.3	5.4	240	26
07...	--	--	--	--	--	--	--	--	300	5
AUG										
20...	--	--	--	--	--	--	--	--	340	5

EXHIBIT A

CEDAR DRAW BASIN

13093500 CEDAR DRAW NEAR FILER, ID--Continued

WATER QUALITY DATA, WATER YEAR OCTOBER 1980 TO SEPTEMBER 1981

DATE	CARBON DIOXIDE DIS-SOLVED (MG/L AS CO2)	SULFATE DIS-SOLVED (MG/L AS SO4)	CHLO-RIDE, DIS-SOLVED (MG/L AS CL)	FLUO-RIDE, DIS-SOLVED (MG/L AS F)	SILICA, DIS-SOLVED (MG/L AS SIO2)	SOLIDS, SUM OF CONSTI-TUENTS, DIS-SOLVED (MG/L)	SOLIDS, DIS-SOLVED (TONS PER AC-FT)	SOLIDS, DIS-SOLVED (TONS PER DAY)	NITRO-GEN, NITRITE TOTAL (MG/L AS N)	NITRO-GEN, NITRATE TOTAL (MG/L AS N)
OCT										
24...	2.8	78	38	.7	19	377	.51	185	.010	1.3
DEC										
08...	2.3	--	--	--	--	--	--	--	.050	4.3
FEB										
02...	.9	168	54	.6	34	663	.98	53.7	.050	3.7
APR										
08...	2.6	--	--	--	--	--	--	--	.088	3.8
MAY										
11...	1.8	78	32	.8	18	364	.50	52.1	.080	.66
12...	.5	--	--	--	--	--	--	--	.038	.87
JUN										
16...	1.5	--	--	--	--	--	--	--	.020	.48
JUL										
06...	.6	118	39	.7	35	488	.66	41.5	.058	1.7
07...	2.6	--	--	--	--	--	--	--	.068	2.0
AUG										
28...	2.2	--	--	--	--	--	--	--	.048	2.0

WATER QUALITY DATA, WATER YEAR OCTOBER 1980 TO SEPTEMBER 1981

DATE	NITRO-GEN, AMMONIA TOTAL (MG/L AS N)	NITRO-GEN, AMMONIA + ORGANIC TOTAL (MG/L AS N)	NITRO-GEN, AMMONIA + ORGANIC DIS. (MG/L AS N)	NITRO-GEN, ORGANIC TOTAL (MG/L AS N)	NITRO-GEN, TOTAL (MG/L AS N)	PHOS-PHORUS, TOTAL (MG/L AS P)	PHOS-PHORUS, ORTHO, TOTAL (MG/L AS P)	PHOS-PHORUS, ORTHO, DIS-SOLVED (MG/L AS P)	ARSENIC TOTAL (UG/L AS AS)	BORON, TOTAL RECOV-ERABLE (UG/L AS B)
OCT										
24...	.050	1.20	.99	1.2	2.5	.110	.030	.030	--	--
DEC										
08...	.140	1.78	.81	1.6	6.8	.030	.020	<.020	--	--
FEB										
02...	.110	1.00	<1.0	.89	4.7	.130	.130	.130	--	--
APR										
08...	.050	.99	<.99	.94	4.9	.110	.070	.050	--	--
MAY										
11...	.060	.89	.49	.81	1.8	.150	.050	<.050	8	250
12...	.140	1.20	.73	1.1	2.1	.260	.120	.140	--	--
JUN										
16...	.130	1.30	.80	1.2	1.8	.300	.060	.020	--	--
JUL										
06...	.110	1.29	1.1	1.1	2.9	.150	.150	.130	15	270
07...	.120	1.00	.96	.88	3.1	.180	.180	.140	--	--
AUG										
28...	.160	1.70	.93	1.5	3.7	.310	.100	.050	--	--

EXHIBIT A

CEDAR DRAW BASIN

13093500 CEDAR DRAW NEAR FILER, ID--Continued

WATER QUALITY DATA, WATER YEAR OCTOBER 1980 TO SEPTEMBER 1981

DATE	CHROMIUM, TOTAL RECOVERABLE (UG/L AS CR)	COPPER, TOTAL RECOVERABLE (UG/L AS CU)	IRON, TOTAL RECOVERABLE (UG/L AS FE)	LEAD, TOTAL RECOVERABLE (UG/L AS PB)	MANGANESE, TOTAL RECOVERABLE (UG/L AS MN)	MERCURY TOTAL RECOVERABLE (UG/L AS HG)	ZINC, TOTAL RECOVERABLE (UG/L AS ZN)	SED. SUSP. SIEVE DIAM. % FINER THAN .062 MM	SEDIMENT, SUSPENDED (MG/L)	SEDIMENT, DISCHARGE, SUSPENDED (T/DAY)
OCT										
24...	--	--	--	--	--	--	--	86	27	13
DEC										
08...	--	--	--	--	--	--	--	87	17	1.9
FEB										
02...	--	--	--	--	--	--	--	97	20	1.6
APR										
08...	--	--	--	--	--	--	--	--	3	.19
MAY										
11...	9	6	1600	10	70	.1	0	97	57	8.2
12...	--	--	--	--	--	--	--	96	44	5.3
JUN										
16...	--	--	--	--	--	--	--	87	265	170
JUL										
06...	7	7	610	6	20	.1	20	85	11	.95
07...	--	--	--	--	--	--	--	86	15	1.5
AUG										
28...	--	--	--	--	--	--	--	96	210	30

EXHIBIT A

ANALYSES OF SAMPLES COLLECTED AT PARTIAL-RECORD STATIONS

WATER QUALITY DATA, WATER YEAR OCTOBER 1980 TO SEPTEMBER 1981

DATE	TIME	STREAM-FLOW, INSTAN-TANEOUS (CFS)	SPE-CIFIC CON-DUCT-ANCE (UMHOS)	PH (UNITS)	TEMPER-ATURE, AIR (DEG C)	TEMPER-ATURE (DEG C)	TUR-BID-ITY (NTU)	OXYGEN, DIS-SOLVED (MG/L)	OXYGEN, DIS-SOLVED (PER-CENT SATUR-ATION)	COLI-FORM, FECAL, 0.7 UM-MF (COLS./ 100 ML)	HARD-NESS (MG/L AS CACO3)
13093530 - CEDAR DRAW ABOVE MOUTH NEAR FILER, IDAHO (LAT 42 38 57 LONG 114 39 33)											
OCT , 1980											
24...	1415	262	626	8.6	19.5	9.8	1.8	10.8	104	180	230
DEC											
08...	1600	58	918	8.6	.0	5.5	1.3	11.1	99	460	--
FEB , 1981											
02...	1000	43	975	8.8	3.5	5.0	2.9	11.7	102	--	340
APR											
06...	1115	38	956	8.6	18.5	6.0	1.6	14.0	126	K4	--
MAY											
11...	1030	88	462	8.7	17.0	13.0	90	9.4	101	250	230
12...	0930	96	637	8.4	8.5	8.5	60	--	--	250	--
JUN											
10...	1120	301	534	8.4	30.0	14.0	57	9.4	102	K1100	--
JUL											
06...	1330	81	694	8.7	28.0	20.0	10	9.3	110	570	270
07...	0920	67	711	8.7	15.0	14.0	26	9.0	98	3200	--
AUG											
20...	1525	66	811	8.6	30.0	20.0	75	7.8	96	420	--

EXHIBIT A

13093530 - CEDAR DRAW ABOVE MOUTH NEAR FILER, IDAHO (LAT 42 38 57 LONG 114 39 33)

DATE	HARDNESS, NONCARBONATE (MG/L CACO3)	CALCIUM DIS-SOLVED (MG/L AS CA)	MAGNESIUM DIS-SOLVED (MG/L AS MG)	SODIUM, DIS-SOLVED (MG/L AS NA)	PERCENT SODIUM	SODIUM ADSORPTION RATIO	POTASSIUM, DIS-SOLVED (MG/L AS K)	ALKALINITY FIELD (MG/L AS CACO3)	CARBON DIOXIDE DIS-SOLVED (MG/L AS CO2)	SULFATE DIS-SOLVED (MG/L AS SO4)
OCT 1980										
24...	12	54	23	43	28	1.2	5.2	217	1.1	75
DEC										
08...	--	--	--	--	--	--	--	314	1.5	--
FEB 1981										
02...	18	75	38	62	34	1.9	6.8	322	1.8	150
APR										
08...	--	--	--	--	--	--	--	307	1.5	--
MAY										
11...	8	55	23	43	28	1.2	5.2	245	1.0	75
12...	--	--	--	--	--	--	--	213	1.7	--
JUN										
16...	--	--	--	--	--	--	--	288	1.6	--
JUL										
06...	33	85	26	58	28	1.3	5.3	237	.9	110
07...	--	--	--	--	--	--	--	282	1.1	--
AUG										
28...	--	--	--	--	--	--	--	291	1.6	--

13093530 - CEDAR DRAW ABOVE MOUTH NEAR FILER, IDAHO (LAT 42 38 57 LONG 114 39 33)

DATE	CHLORIDE, DIS-SOLVED (MG/L AS CL)	FLUORIDE, DIS-SOLVED (MG/L AS F)	SILICA, DIS-SOLVED (MG/L AS SIO2)	SOLIDS, SUM OF CONSTITUENTS, DIS-SOLVED (MG/L)	SOLIDS, DIS-SOLVED (TONS PER AC-FT)	SOLIDS, DIS-SOLVED (TONS PER DAY)	NITROGEN, NITRITE TOTAL (MG/L AS N)	NITROGEN, NITRATE TOTAL (MG/L AS N)	NITROGEN, ORGANIC TOTAL (MG/L AS N)	NITROGEN, AMMONIA TOTAL (MG/L AS N)
OCT 1980										
24...	32	.7	28	383	.52	271	.010	1.4	.84	.040
DEC										
08...	--	--	--	--	--	--	.040	4.5	1.0	.070
FEB 1981										
02...	52	.8	27	423	.85	72.3	.030	3.8	.89	.090
APR										
08...	--	--	--	--	--	--	.050	3.9	1.3	.060
MAY										
11...	33	.8	21	403	.55	95.8	.000	.97	2.8	.110
12...	--	--	--	--	--	--	.000	1.1	1.8	.110
JUN										
16...	--	--	--	--	--	--	.010	.62	2.6	.130
JUL										
06...	36	.7	32	468	.64	182	.040	1.6	1.2	.110
07...	--	--	--	--	--	--	.040	1.8	1.1	.090
AUG										
28...	--	--	--	--	--	--	.040	2.1	1.2	.090

EXHIBIT A

DATE	NITROGEN, AMMONIA + ORGANIC TOTAL (MG/L AS N)	NITROGEN, TOTAL (MG/L AS N)	NITROGEN, NO2+NO3 DISSOLVED (MG/L AS N)	PHOSPHORUS, TOTAL (MG/L AS P)	PHOSPHORUS, TOTAL (MG/L AS PO4)	ARSENIC, TOTAL (UG/L AS AS)	BORON, TOTAL RECOVERABLE (UG/L AS B)	MERCURY, TOTAL RECOVERABLE (UG/L AS HG)	SEDIMENT, SUSPENDED (MG/L)	SED. SUSP. SIEVE DIAM. % FINER THAN .062 MM
13093530 - CEDAR DRAW ABOVE MOUTH NEAR FILER, IDAHO (LAT 42 38 57 LONG 114 39 33)										
OCT 1980										
24...	.86	2.3	--	.060	.25	--	--	--	39	83
DEC										
08...	1.10	5.6	--	.040	.25	--	--	--	8	92
FEB 1981										
02...	.98	4.4	--	.090	.28	--	--	--	12	92
APR										
06...	1.40	5.3	--	.100	.31	--	--	--	2	--
MAY										
11...	2.10	3.1	--	.220	.67	8	300	.1	152	98
12...	1.90	3.0	--	.320	.98	--	--	--	137	97
JUN										
16...	2.70	3.3	--	.210	.64	--	--	--	242	89
JUL										
06...	1.30	2.9	--	.180	.55	12	200	.1	24	87
07...	1.20	3.0	--	.250	.77	--	--	--	42	94
AUG										
20...	1.30	3.4	--	.300	1.1	--	--	--	186	97

3. ENERGY POTENTIAL

(a) General. Due to the topography of Cedar Draw Creek and the fluctuation of flow, the power plant would operate in a "run-of-river" mode while automatically allowing the fish maintenance flow to pass the diversion point. The surface area of the diversion structure is 0.11 acres with an impoundment of 0.33 acre feet. This storage is insignificant.

Based on the Stream Flow Duration curves that have been developed and a fish maintenance flow of 10 cfs, a design flow from 23.8 cfs to 110 cfs* was selected. Because of the wide range of flows, the friction losses in the conveyance conduit penstock varies substantially for the flow ranges of generation. To consider the effect of the varied heads on the turbine, the net head to the turbine for the flow range was computed and a graph titled, "Net Head at Various Flows", page 22, prepared. The components of head loss are diagrammed on this chart. Maximum cost effectiveness is obtained by varying the water surface with maximum net head to the turbine. The basic criteria of the installation is as follows:

Intake Water Surface Elevation	3,345 feet
Tail Water Elevation	3,067.3 feet
Gross Head Available	277.7 feet
Design Flow	110 cfs
Net Head Available	256.83 feet (at design flow)
Generation Capacity	2,045 KW

The estimated average annual generation is 9,387,000* KWH/Year.

Construction is scheduled to begin in the late Fall of 1984 with the turbine/generator equipment to be ordered in August, 1984, for delivery in the Spring of 1985. The Applicant has targeted a startup date for energy production on May 15, 1985, with a start of operation date for Idaho Power Co.'s acceptance by June 1, 1985.

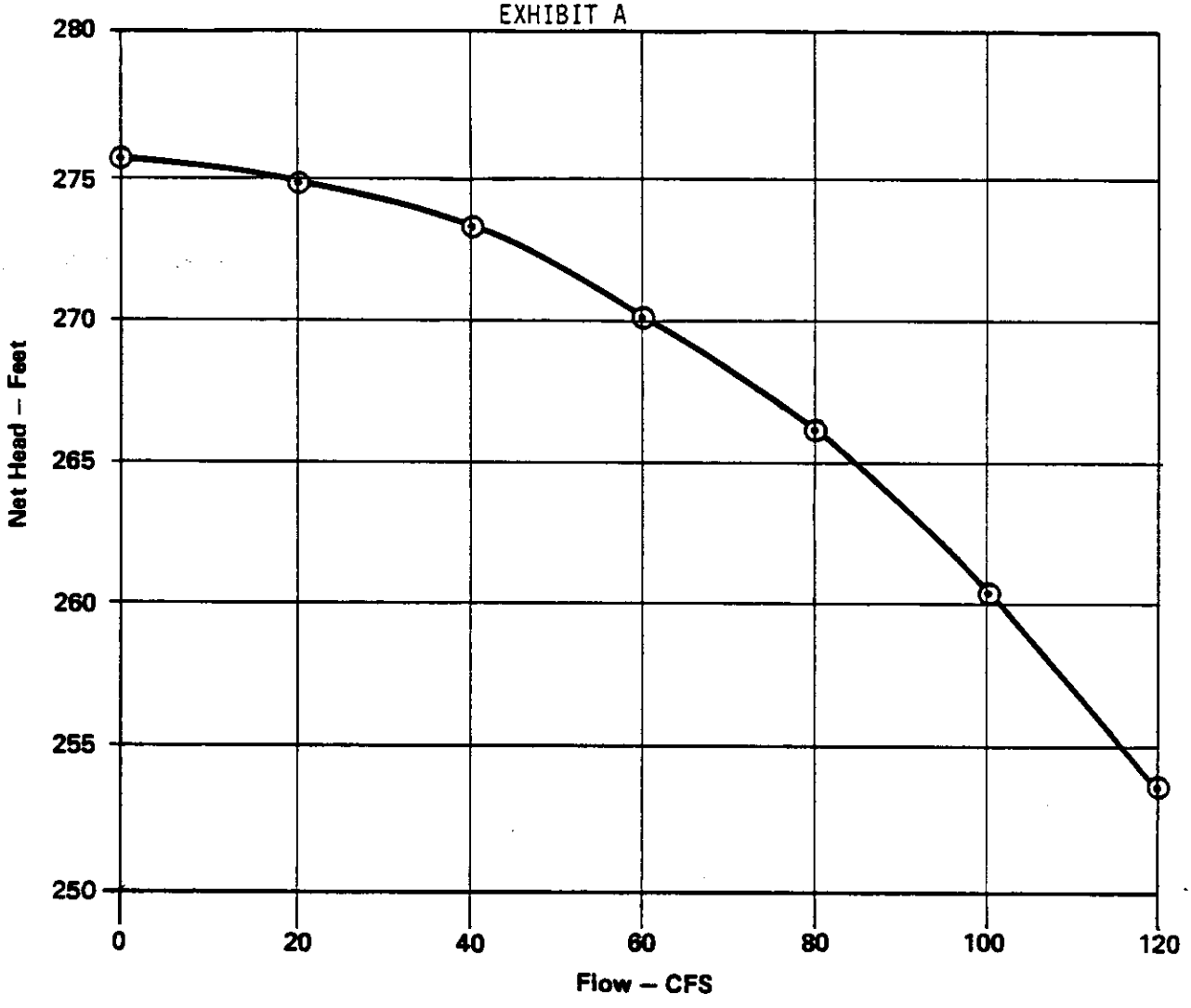
(b) Fish Maintenance. The amount of flow used for fish maintenance has a tremendous effect upon the amount of power that can be produced from the facility. To determine the power production with various fish maintenance flows, a synopsis of the design Stream Duration Curve at 4 cfs increments was made using the flow available after reduction of fish maintenance flows of 0, 5, 10, 15, 20 and 25 cfs. The net head at each flow was determined from the graph titled, "Net Head at Various Flow", page 22. The megawatt hours for each flow quantity of the duration curve were computed. The results of this analysis are tabulated on the chart titled, "Power Production at Various Fish Maintenance Flows", pages 23 and 24. This information is summarized as follows:

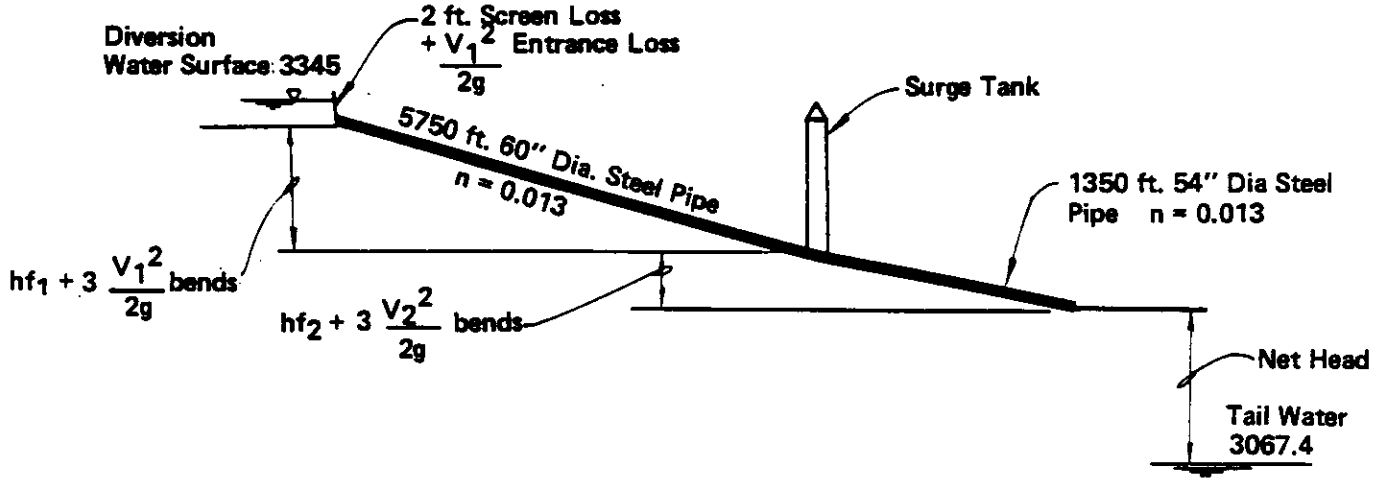
EXHIBIT A

	Fish Maintenance Flows (CFS)					
	0	5	10	15	20	25
Annual Megawatt Hours	10,898	10,152	9,387	8,611	7,306	6,662
Reduction From 0 Flow Megawatt Hours	–	(746)	(1,511)	(2,287)	(3,592)	(4,236)
Percent of 0 Flow Production	100%	93%	86%	79%	67%	61%

A graph of Power vs Fish Maintenance Flow is shown on page 25.

EXHIBIT A





THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983, AND AS REVISED 2-21-84.

LPM

NET HEAD AT VARIOUS FLOWS

Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

SYNOPSIS 13093500 1980-81		PROJECTED FLOW AT DIVERSION	15 cfs Fish Maintenance 79 cfs Design Flow 19 cfs Minimum Flow				20 cfs Fish Maintenance 74 cfs Design Flow 19 cfs Minimum Flow				25 cfs Fish Maintenance 69 cfs Design Flow 18 cfs Minimum Flow			
Mean Daily Flow	Days		Q	H	Days	MWH*	Q	H	Days	MWH*	Q	H	Days	MWH*
25	1	33	18	-	-	-	13	-	-	-	8	-	-	-
29	63	38	23	277	63	674.31	18	-	-	-	13	-	-	-
33	32	44	29	276	32	430.30	24	277	32	357.40	19	277	32	282.94
37	28	49	34	275	28	439.82	29	276	28	376.51	24	277	28	312.72
42	25	55	40	274	25	460.32	35	275	25	404.25	30	276	25	347.76
46	21	61	46	273	21	443.05	41	274	21	396.34	36	275	21	349.27
50	11	66	51	272	11	256.35	46	273	11	232.07	41	274	11	207.60
54	17	71	56	271	17	433.43	51	272	17	396.18	46	273	17	358.66
58	37	77	62	269	37	1,036.70	57	271	37	960.19	52	272	37	879.19
63	10	83	68	267	10	305.02	63	269	10	284.71	58	270	10	263.09
67	9	88	73	265	9	292.50	68	267	9	274.52	63	269	9	256.24
71	3	94	79	263	110	3,839.59	74	265	110	3,623.93	69	267	110	3,404.57
75	5	99				8,611.38				7,306.09				6,662.04
79	8	104				(2,286.70)				(3,591.99)				(4,236.04)
83	4	110				79.02%				67.04%				61.13%
87	4	115												
92	2	121												
96	3	127												
100	1	132												
104	3	137												
110	6	145												
110+	71	145+												

*Megawatt Hours

EXHIBIT A

POWER PRODUCTION AT VARIOUS FISH MAINTENANCE FLOWS

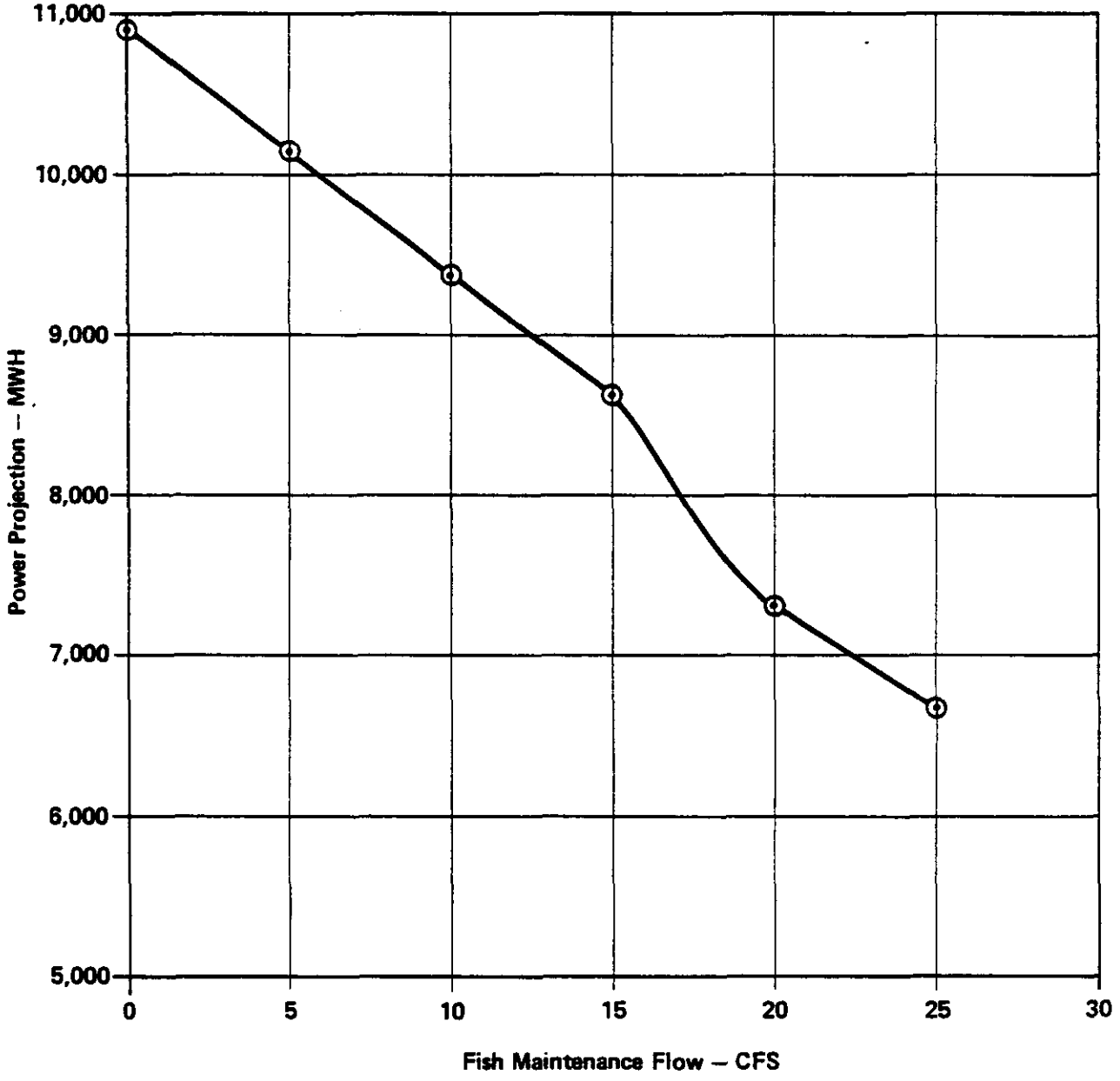
SYNOPSIS 13093500 1980-81		PROJECTED FLOW AT DIVERSION	0 cfs Fish Maintenance 94 cfs Design Flow 24 cfs Minimum Flow				5 cfs Fish Maintenance 89 cfs Design Flow 22 cfs Minimum Flow				10 cfs Fish Maintenance 84 cfs Design Flow 21 cfs Minimum Flow			
Mean Daily Flow	Days		Q	H	Days	MWH*	Q	H	Days	MWH*	Q	H	Days	MWH*
25	1	33	33	275	1	15.25	28	276	1	12.98	23	177	1	10.70
29	63	38	38	274	63	1,102.01	33	275	63	960.50	28	276	63	817.93
33	32	44	44	273	32	645.77	39	274	32	574.48	34	275	32	502.66
37	28	49	49	272	28	626.95	44	273	28	565.04	39	274	28	562.67
42	25	55	55	271	25	626.01	50	272	25	571.20	45	273	25	515.97
46	21	61	61	269	21	578.91	56	271	21	535.41	51	272	21	489.40
50	11	66	66	268	11	326.87	61	269	11	303.24	56	271	11	280.45
54	17	71	71	266	17	539.38	66	268	17	505.17	61	269	17	468.64
58	37	77	77	264	37	1,263.59	72	266	37	1,190.49	67	267	37	1,111.98
63	10	83	83	262	10	365.33	78	263	10	344.64	73	265	10	325.00
67	9	88	88	259	9	344.62	83	262	9	328.80	78	263	9	310.17
71	3	94	94	257	110	4,464.40	89	259	110	4,259.87	84	261	110	4,051.56
75	5	99	TOTAL			10,898.08				10,151.77				9,387.13
79	8	104	MWH Reduction							(746.31)				(1,510.95)
83	4	110	Percent Production			100%				93.15%				86.14%
87	4	115												
92	2	121												
96	3	127												
100	1	132												
104	3	137												
110	6	145												
110+	71	145+												

*Megawatt Hours

EXHIBIT A

POWER PRODUCTION AT VARIOUS FISH MAINTENANCE FLOWS

EXHIBIT A



LPM

POWER vs FISH MAINTENANCE FLOW
Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

EXHIBIT A

ESTIMATED CONSTRUCTION COST

Access Road	$ 5,000
Diversion Structure	80,000
Conveyance Conduit	921,000
Forebay	28,000
Penstock	59,000
Turbine/Generator & Controls & Accessory Electrical Equip.	705,000
Contingency	106,000
TOTAL CONSTRUCTION COST	$1,900,000

EXHIBIT A

PURPOSE OF PROJECT

Idaho Power Company will purchase all of the electric power produced by the hydro facility at rates recently established in accordance with the Public Utility Regulatory Act. Idaho Power Company produces electricity principally through the burning of coal and oil. The proposed hydro project will serve to reduce regional dependence on non-renewable fossil fuels, and yields the additional environmental benefit of decreased air pollution from the burning of fossil fuels for energy production.

EXHIBIT E

ENVIRONMENTAL REPORT

CRYSTAL SPRINGS HYDROELECTRIC CO.

A. Brief Description of the Project:

The proposed hydroelectric facility will be located on Cedar Draw Creek (Wasteway) approximately 1-1/2 miles south of the Snake River in Twin Falls County, Idaho, utilizing variable flows up to 110 cfs. The proposed project encompasses 5,750 lineal feet of 60 inch steel pipe conduit from a diversion structure approximately 300 feet north of "Two Falls" in the Cedar Draw Creek within the southwest quarter of the northeast quarter of Section 23, Township 9 South, Range 15 East, B.M., to a surge tank forebay structure, which is the headworks of the penstock, located near the north line of the northwest quarter of the southeast quarter of Section 14 and 1,350 lineal feet of 54 inch penstock terminating at the turbine/generators located within the southwest quarter of the northeast quarter of Section 14 (see 1" = 400' hydroelectric map appended hereto). The project lies wholly within Sections 14 and 23, Township 9 South, Range 15 East, B.M. on land in private ownership. Land leases have been acquired for the diversion structure at the south end of the conveyance system and the forebay structure, penstock and power plant at the north end of the conveyance system. Photographs of the diversion site and conveyance pipeline terrain are shown on page 2.

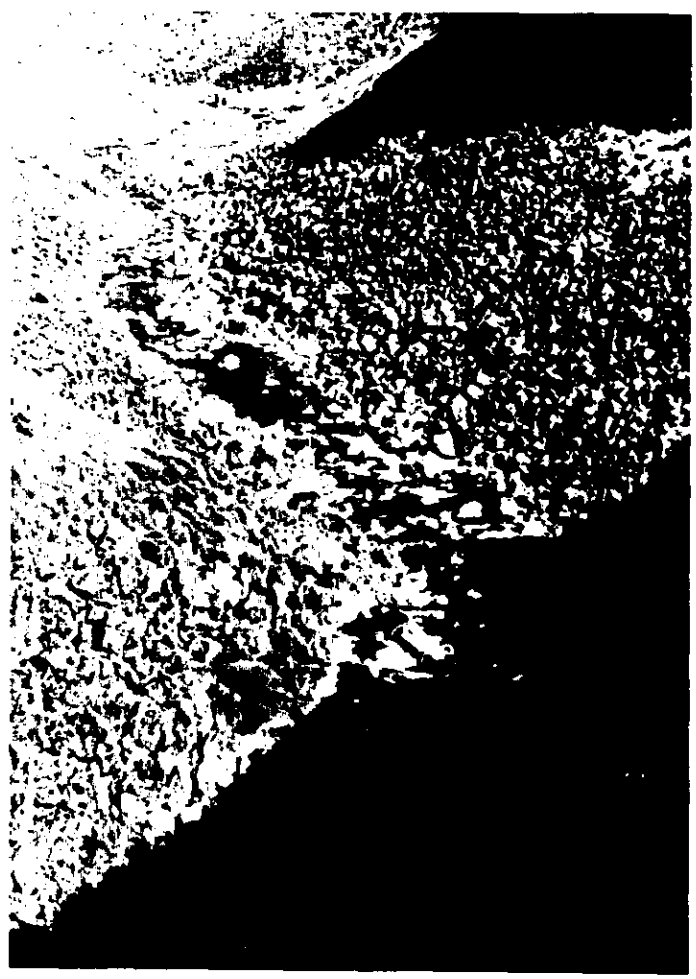
It is proposed to utilize a diversion structure within the Cedar Draw Creek that will automatically provide an in-stream maintenance flow of 7 cfs, thereby diverting all flows over 7 cfs up to 110 cfs to the hydroelectric power plant. The diversion structure, approximately 6 feet in height, will create a small pond of varying depth, depending on stream flows. The purpose of the structure is to provide sufficient hydraulic head for entrance into the conveyance pipe while functioning as a minor sedimentation and storage facility. The approximate water surface elevation at this pond will be elevation 3,346 MSL. The intake works will consist of a reinforced concrete structure with movable gates or boards for flow control. A movable fish screen will protect the entrance into the 60 inch conduit outlet. During periods of flows, a sonic metered outlet will automatically provide 7 cfs to maintain aquatic



CEDAR DRAW CREEK AT DIVERSION STRUCTURE



TWO FALLS - EAST FORK OF CEDAR DRAW CREEK 400± FT. SOUTH OF DIVERSION STRUCTURE.



CEDAR DRAW CREEK UPPER REACH.

LPM

DIVERSION STRUCTURE SITE

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

and fish life, while the remaining water over 7 cfs will be utilized for power generation. It is estimated that there will be an additional 1 to 3 cfs of seepage flow which will enter the creek system between the diversion structure and power plant, thereby increasing the in-stream maintenance flow to 8 to 10 cfs. During periods of high flows, only 110 cfs, the amount of flow permitted by water-right, will be diverted into the power plant. All flows over 110 cfs will remain within the creek system.

It is proposed to install approximately 5,750 lineal feet of 60" steel pipe conduit along the east slope of Cedar Draw Creek. It is planned to install the pipe generally to a gravity flow gradient where possible. Since the pipeline route will also serve as the access road to the diversion structure, the pipe will be supported above ground on the up-hill side of the road. The conveyance conduit will be designed to transport a maximum flow of 110 cfs as allowed under State of Idaho Water Right Permit No. 47-7768.

The conveyance conduit will terminate at the forebay structure, a vertical steel vessel, which will be utilized to stabilize flows, thereby preventing or minimizing water surges and providing a transition to the penstock. The structure will serve as a transition between the 60 inch conveyance conduit and the 54 inch penstock. The surge tank will function to prevent overflow at the plant.

The penstock will be a steel pipe, with ½ inch wall thickness, 54 inches in diameter, approximately 1,350 feet long. The penstock will be buried for structural stability and aesthetics, if possible.

The powerhouse will initially have three fixed geometry Francis turbines and induction generators, generating power at 2,300 volts, three phase.

It is proposed that an inter-connection will be made with a new 46 KV transmission line to be constructed 4 miles from the existing Idaho Power Buhl 46 KV transmission line to the new powerhouse. Two miles of this "high-line" will be constructed jointly with other private power producers, while the remaining two miles will be constructed solely by the Crystal Springs Hydroelectric Company.

The tailrace will be a relatively narrow channel travelling from the powerhouse to a stilling pond and thence to the existing creek system at the head of a future Cedar Draw fish rearing pond on property owned by Crystal Springs Ranch.

B. DESCRIPTION OF THE ENVIRONMENTAL SETTING:
Physiography and Topography

The proposed hydroelectric project will encounter two (2) basic soil types within the trevion series (ToE) on the upper plateau and rock outcrop-Xerorthents (QmB) along the talus slope. The trevino series will include basalt and bedrock overlain by a relatively shallow layer of silty-sandy loam, while the Exerorthents series will encompass a thick sequence of sand and gravel deposits intermixed with large boulders.

The geology of the project area has been mapped by the U.S.G.S. in 1976 (Map MF-809). Cedar Draw and the Snake River Canyon have been mapped as Banbury Basalt of Miocene age and Glenns Ferry Basalt of Pleistocene and Pleiocene age. The Lucerne School lava flow has also been mapped along the south rim of the Snake River Canyon and the rim of Cedar Draw. Overlying these units at isolated locations near the rim of Cedar Draw is the Thousand Springs Basalt. The basalts range from being very massive to dense and interbedded by lake and stream sediments.

The conditions mapped within Cedar Draw consist of talus of Holocene and Pleistocene age along the sides of the canyon and alluvium of Holocene and Pleistocene age in the bottom of the canyon. The talus is generally unconsolidated debris at the base of the basalt cliffs and cover steep slopes throughout the canyon. Angular to subangular deposits of basalt and rhyolite ranging in size from pebble to large boulders occur. These materials may be covered by vegetation in places

and mixed with fine-grain materials comprised of silt, sand and clay. The alluvium is consolidated clay, silt and sand from deposition by Cedar Draw Creek. The alluvium may contain isolated deposits of talus.

Land and Water Use

The water resource proposed to be used for energy generation for the hydroelectric project is derived mainly from the Twin Falls Canal Company through their high- and low-line canal system. The lands lying between the canal north to the site are intensely farmed, and have been for the past 75 years. Since the general slope of the plateau uplands (Snake Plain) is from south to north toward the Snake River, the water used to irrigate said farms leaves the fields as waste water, being collected within the Cedar Draw Creek (Wasteway) for conveyance and disposal in the Snake River. The flows of Cedar Draw Creek are increased from seeps along the canyon walls. The creek has a variable flow condition increasing to extremely high flows (maximum 332 cfs) during the months of May, June, September and October as water returns to the creek from surface irrigation to extremely low flows (minimum 18 cfs) during the months of February and March.

Commercial trout ponds are located near the creek and utilize water from the creek for their rearing operations. The high sediment load, agricultural chemical spills and high fluctuation in stream flows present potential hazards to these operations.

Climate

The annual rainfall in the area is approximately 8 inches per year and occurs during the late fall, winter and spring where 1/3 of the annual precipitation occurs as snow in the winter. Spring is typified by intermediate rain squalls, blustery winds and cool weather. A general climate of the area is arid to semi-arid with hot summers and moderately cold winters. Hail falls occasionally but storms are often of limited extent or intensity and do not generally cause serious damage.

Air Quality

The air quality of the area is generally good, but is degraded substantially by intensified farming operations and high winds which prevail in the early spring.

EXHIBIT E

Air quality is measured by the Idaho Department of Health and Welfare's Air Quality Bureau located in Twin Falls. It monitors suspended particulates, sulphur dioxide, carbon monoxide, and nitrogent dioxide; SO2, NO2 and CO are not being monitored due to the insignificant concentration. Records show that between 1968 and 1976, the 24-hour primary standard for TSP was violated in Twin Falls on 41 occasions. These violations occurred on windy days with plowed fields, unpaved traffic areas and stock and waste piles being the major sources of the dust. However, the concentrations are not deemed as major problems because of the high level of dispersal.

Water Quality

Cedar Draw Creek functions as an irrigation wasteway and is therefore subject to periodic high sediment loads, pesticides, fertilizers and highly variable flows based on the seasonal farming activities and irrigation needs of upstream water users. The Idaho Department of Health and Welfare has determined that Cedar Draw Creek is suitable for agricultural water supply, secondary contact recreation, cold water biota and salmonid spawning.

Public Access

The Cedar Draw Creek corridor is undeveloped and accessible only through private property. Except for the lower portion of the creek system where it parallels the county road, the Cedar Draw corridor is inaccessible and not visible from adjacent county roadways. The property through which Cedar Draw exits the canyon itself is presently posted "No Trespassing" by the owner. The Idaho Fish and Game enforcement personnel are issuing violations to trespassers who enter onto said property.

Historical and Archeological Resources

There are no sites within this stretch of Cedar Draw Creek that have been declared eligible for the National Register of Historic Places. Archeological sites do occur along the Snake River but the proposed hydroelectric project will not affect them. It is the opinion of the Idaho State Historical Society that the proposed project will have no effect on any of the archeological or historic properties near the Crystal Springs area. (See letter dated January 24, 1983, from the Idaho State Historical Society.)

EXHIBIT E

Vegetation and Wildlife

The site is covered with a mixture of pasture grass, meadow flowers, sage brush and willows. The fauna represented on the site is typical to the riparian lowlands of the Snake River corridor. These include small mammals, birds, reptiles, amphibians, insects etc. The birds likely to be found are woodpeckers, hawks, owls, magpies and sparrows. Small mammals found on the site would be various species of mice, rockchucks, rabbits, skunks and coyotes. A few deer frequent the site. Pheasants, partridge, ducks, and game birds are found within the Cedar Draw Creek (Wasteway) corridor. Many species of birds utilize the marsh and bog habitats along the Creek for cover, nesting, and foraging. Certain mammals, such as weasels, raccoons, mink, and coyotes, may concentrate their hunting effort near these areas. Most amphibians are restricted to marshes or other aquatic habitat for reproduction. The open pasture grass, sage brush, and willow habitat animal species, like borrowing rodents, nesting birds, rabbits, squirrels, and rockchucks, find high concentration of foods in this type of area.

Fisheries Resources

As part of a clean water project undertaken by the Soil Conservation Service (Dan LaPlante) on the Cedar Draw Creek, two stations were set up on the stream for study. Fish were electro-shocked in March 1982 using a four-step removal method (Zippen, 1958) and the results were reported as follows:

Population Estimate	
Rainbow Trout	173 (36% wild)
Non-game Species	16
Total length Range	150 - 400 MM (5.9 - 15.8 in.)
Average Total Length	240 MM (9.5 in.)
Weight Range	36-560 grams (1.3 - 19.8 oz.)
Average Weight	157 grams (5.502.)
Percent of Sample Composition	
Rainbor Trout	91%
Non-game species	9%
Condition Factor	Average 1.13

EXHIBIT E

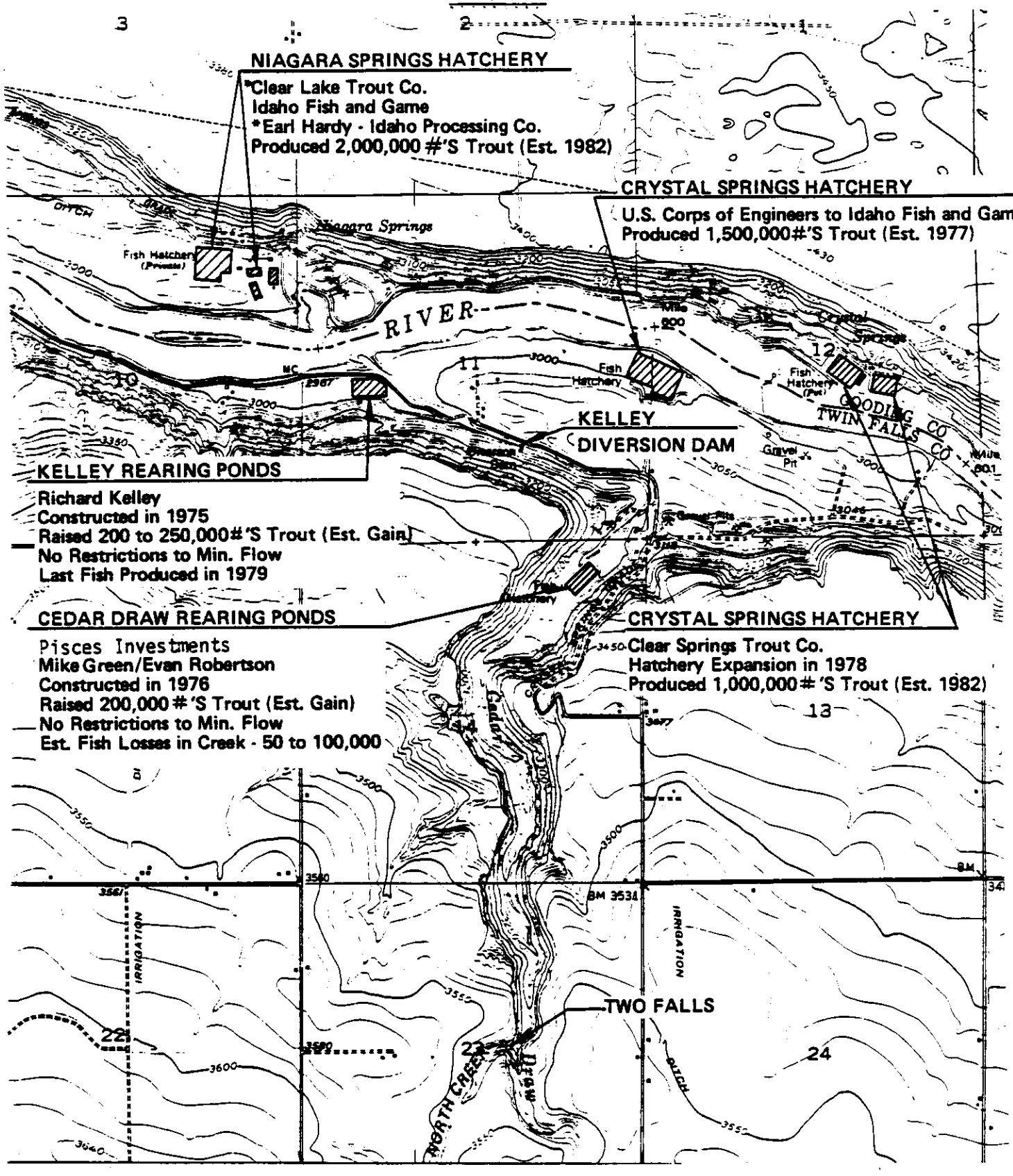


EXHIBIT E
LOCATION MAP
HATCHERIES/REARING PONDS
Cedar Draw Creek (Wasteway)

EXHIBIT E

Interviews with private commercial fish raisers and local fisheries biologists who are familiar with the creek system, indicate that the percentage of wild or native rainbow trout would be considerably lower than the 36% as reported by the SCS. The creek reach in question is blocked from fish movement upstream by a large diversion structure constructed by Richard Kelley in 1975 to divert water approximately 2,500 feet to his fish rearing ponds in the northwest quarter of the southwest quarter of Section 14. This diversion dam, over 8 feet high, was constructed within the creek without a fish ladder, thereby essentially blocking or terminating the upward migration of fish from the Snake River. Proceeding upstream another 2 miles from the diversion dam, the massive natural blockage of "Two Falls" is encountered. This reach, blocked by the Kelley diversion dam on the north and "Two Falls" on the south, is virtually isolated from the natural migration of fish upstream from the river and/or the fish hatcheries lying within close proximity to the river. This creek section is, in fact, artificially planted on an annual basis from the Cedar Draw Creek rearing ponds operation by Pisces Investments (Mike Smith/Evan Robertson) where it is estimated approximately 50,000 to 100,000 fish are lost to the stream system annually. The rearing ponds, constructed in 1976, produce approximately 200,000 pounds of trout wherein juvenile trout are raised to adulthood. (See Hatchery Location Map/ Exhibit E.)

Chapman Study

Since the diversion of water from this creek system does, in fact, impact the fishery, the Applicant employed the services of Don Chapman Consultants, Inc. to analyze the stream system through computer modelling, using programs developed by the Idaho Fish & Game (see Figures 1 through 8 and Tables 1 through 3, appended hereto). The computer program utilized was IFG-2 (the "one flow method" or "WSP" model) for the two study sites. The lower site lies about 450 feet upstream from the upper end of the Cedar Draw Creek fish rearing ponds and consists of 9 transects on 224 feet of stream (Figure 1). This stream corridor can be termed a rubbly glide and riffle with boulders. The upper site (see Figure 2) lying approximately 1 mile upstream or south of the first site, can be classified as a series of rubbly glides interspersed with boulder-rubble riffles.

The analysis at this station consisted of 8 transects on 66 feet of stream. The slope on the lower site was 0.00297 while the slope on the upper site was 0.01426. The upper site was steeper, therefore more typical of the upper third of the proposed creek diversion. The substrata on both sides tended towards large rock. Most of the rocks were covered with silt, more or less with what is termed "marl", a calcium carbonate deposit often associated with spring waters high in mono-carbonates. Such waters are usually termed "productive".

The hydraulic modelling was married to rainbow trout probability-of-use curves taken directly from U.S. Fish & Wildlife Service data (see Figures 3 through 6). The IFG-2 model examines the study site on a cell-by-cell basis, backing upstream from lowest to highest transect. As used by Chapman & Associates, the model determines hydraulic conditions in each cell then multiplies these by fish probability of use. Thus habitat can be weighed for fish use at various model flows.

The plots developed for the stream system show that ideally the spawning habitat maximizes at 25 cfs on the lower reach and 30 to 40 cfs on the upper reach. Adult habitat increases with increasing flow throughout the modelled range on both sides. Juvenile habitat maximizes at 15 cfs on the lower site and 30 cfs on the upper site. Habitat for fry maximizes at 10 cfs on the lower site and 25 cfs on the upper site. The lower site constitutes a substantially larger area than the upper site in terms of trout habitat value.

The study performed by Don Chapman Consultants, Inc. at the request of the Idaho Fish & Game models the stream system to maximize the flows for fish habitat assuming, of course, the fish mature to adulthood within the stream system itself. The program assumes that the fish are wild, or native, to the stream system. This stretch, or reach, of the Cedar Draw Creek is unique in that the stream section flowing through the project area is isolated by a man-made diversion structure approximately 1/2 to 3/4 mile upstream from the intersection with the Snake River and "Two Falls" which lies approximately 2 miles upstream. Pisces Investments, the operator of the Cedar Draw rearing ponds, located in the project area, estimates that they lose approximately 50,000 to 100,000 trout annually which range from fingerlings to 8 inch to 9 inch adult fish (see hatchery location map, attached hereto). Three major

hatcheries are located along the Snake River within close proximity to the creek system which could contribute planted or escapee trout if it was not for the physical blockage at the Kelley diversion dam. Up to 1979, Richard Kelley produced approximately 200,000 to 250,000 pounds of trout gain within the earth fish rearing ponds provided water through the 42 inch conveyance conduit from said diversion dam. Kelley's ponds have been dry for the last 3 years without any fish production.

Milo Bell Evaluation

In order to put the theories of the IFG-2 computer analysis, the water quality data of the U.S.G.S. reports, and the effects of a downstream cut-off dam and an upstream fall into perspective, Milo C. Bell, a well known specialist in fisheries resources was retained.

Using the Preliminary Report, the Chapman Study and interviews with Land Planning & Management personnel, Mr. Bell made the following observations

1. The negative factors of Cedar Draw Creek require an assumption that a good natural annual production level will not be maintained.
    a. The principal source of the flow is from irrigation, either groundwater or wastewater return.
    b. Wastewater may contain contaminants from land use of chemicals. No report has been made on this possible source of pollution, which can be detrimental to fish production.
    c. The recorded temperatures show a spot temperature of 24°C (75.2°F) which is above that considered desirable for good growth. The elevated temperatures are alos in the range of disease-inducing conditions.
    d. Spot readings of turbidity give a level of turbidity which, if maintained, would result in lowered production of food organisms and, consequently, of adult trout. Turbidity levels of

25 to 80 parts per million cause food production losses of 25%. The spot turbidity levels given show only that there would be periods of lowered production and lowered fishing use.

2. It appears that the population present may be replenished from recruits from the wastewater or from upstream areas above the fork.
3. Another recruitment source may be the rearing ponds adjacent to the stream. This is also a source of potential disease organisms.
4. The stream report by Don Chapman Consultants, Inc. gives the physical description of the wetted area under the described flows. This report also describes the velocity/depth factors needed to define production levels. Other factors are stream gradient, temperature, water clarity and size of bed material.

5. Assuming that with optimum flow (30 cfs) the reach will support 670 pounds of fish, an estimate can be made for production levels at lower flows. A flow of 7 cfs would allow for the support of 480 pounds of fish. This suggests that perhaps a "put - and - take" fishery exists, the "put" being from recruits exterior from the reach under discussion. Using this assumption, one means of mitigation could be accomplished by the introduction of trout from hatchery sources during the fishing use periods.

Endangered Species

Dr. Jack Griffith of Idaho State University, sampled Cedar Draw Creek for endangered fish as part of a U.S. Fish & Wildlife Service contract study of the Hagerman-Twin Falls reach of the Snake River. He states that no Shoshone sculpins were found in the Cedar Draw Creek nor would he expect any to be found on the south side of the Snake River. Further, he found no other fish

species of endangered or threatened status in this water-way. Three species of wildlife presently classified as endangered could occasionally occur within the creek. The bald eagle winters along the Snake River, and hunting excursions by this raptor could occasionally occur over the Cedar Draw corridor. The American peregrine falcon is a year long resident in the general area and also may occasionally hunt over the Cedar Draw lowlands. The whooping crane, once extinct in Idaho, has been reintroduced by the U.S. Fish & Wildlife Service at Graves Lake National Wildlife Refuge about 150 miles east of the proposed hydroelectric project. It is possible that wandering sub-adults could occasionally occur within the wasteway corridor although no specific sitings have been recorded.

Proposed Salmon Falls Project

A substantial irrigation project, known as the Salmon Falls Division, to be located south of the Snake River in Twin Falls and Cassia Counties, Idaho, in the general region of arid sagebrush grassland near the northern edge of the great basin desert, could potentially impact the proposed hydroelectric project. Congress authorized the construction of this division in public law 92-514, October 20, 1972. The division would be constructed in an area already developed for agriculture by private enterprise but which has experienced constant water shortages due to inadequate surface and groundwater supplies.

The Division would be comprised of the Salmon Tract Unit and Millner-Cottonwood Unit. The Salmon Tract Unit would discharge wastewater into the Cedar Draw Creek (Wasteway). This unit would comprise approximately 39,500 acres of the total 57,200 acres programmed within the division. The Salmon Falls division would require about 264,000 acre-feet of water annually of which the Salmon Tract unit would untilize approximately 69% of this water requirement, or 182,000 acre-feet. The electrical power to operate the pumping plants and well fields would be provided through a combination of wheeling over private utility lines and constructing new federal transmission lines. During the irrigation season, the project would require about 106,770 mwh of electrical energy for a peak demand year and 66,660 mwh for an average year. The estimated construction time for the project would be 7 years. The facilities would generally be operated from mid-April to mid-October each year.

Most of these lands are presently irrigated from Salmon Falls Creek dam and reservoir and a few low-yielding irrigation wells. More than 90% of the new surface and subsurface return flows to the Snake River from the division would come from the lower area. The Agricultural Research Service (ARS) has done extensive work on sediment input and output from the adjacent Twin Falls project; a report by Brown, Carter & Bondurant evaluated return flows from 202,540 acres. The area studied lies just north of the Salmon Tract lower area and is very similar in soil types and topography. The net amount of sediment annually eroded from farms within the Twin Falls project was 0.63 ton per acre. Based on the ARS studies, the 30,255 acres in the Salmon Tract lower area would yield about 19,060 tons of sediment annually to the Snake River. A computer water quality model study was made on the lower Snake River, adding these return flows. Little or no effect was identified; only slight increases in salt and phosphorus were projected. It is important to note that the area described as the Salmon Tract lower area drains through Cedar Draw Creek to the Snake River.

In reference to the environmental impact statement for the Salmon Falls division, the lands of the Salmon Tract unit were developed for irrigation under the Carey Act following completion of the Twin Falls south side irrigation project in 1905. The Salmon River Canal Company was formed by water users to finance and manage an irrigation project and a dam was constructed on Salmon Falls Creek in 1909-1910. Waters were first diverted from the reservoir into the Salmon Falls main canal through a tunnel in the east canyon wall, about 90 feet above the natural stream bed. The environmental impact statement states that the Cedar Draw feeder canal which ties into the Cedar Draw Wasteway will be designed for a flow of 32 cfs. The Cedar Draw feeder canal would convey waste water from Cedar Draw Wasteway into the Milner-Salmon Falls Canal. While not specifically stated in said statement, it is anticipated that this project would increase the flow in Cedar Draw Creek by at least 30 to 100 cfs, during the irrigation season. This additional flow would be the result of increased seepage, as well as surface runoff, resulting from irrigation waste water.

C. ENVIRONMENTAL IMPACTS AND MITIGATION

Water Quality Impacts

Construction of the hydroelectric works, including access road, intake/diversion structure, conveyance conduit, forebay structure, penstock and powerhouse, will require the covering over or removal of large boulders and excavation of in-place rock. Excavation for said facilities in sands and gravels will increase the hazard for erosion. Storm water runoff flowing across the exposed soilscould carry sediments downstream into the Cedar Draw Creek (Wasteway) and Snake River. Some erosion will be unavoidable during construction until disturbed areas are stabilized through new vegetation or by other means. Erosion caused by construction activities can be reduced through the installation of siltation catchments, such as straw bales with gravel filters and re-seeding. Due to the large sediment volume carried within the wasteway system during the irrigation season (the proposed Salmon Falls division irrigation project has estimated the net amount of sediment annually eroded from farms within the Twin Falls project will be 0.63 tons per acre), any erosion created by the proposed project will be insignificant.

Since the bulk of Cedar Draw flows are collected wastewater from surface irrigation, the water quality is seriously impacted by silts, fertilizers, pesticides, nutrients and other chemicals during the months of April through October. The water resource would be used for power generation without depletion or further water quality degradation. The proposed velocities within the conveyance/penstock system will not exceed 8 feet per second and therefore nitrate "buildup", due to high velocities, will not occur. Caution will be taken to minimize accidental spillage of construction-related fuels, oil, and other contaminants into the creek. Sanitary waste facilities will be provided for the construction crew.

Dissolved Oxygen

The diversion structure will be replacing a portion of the creek system where riffle flows normally contribute dissolved oxygen (D.O.) to the water. This may result in a slight reduction in D.O. level downstream of the project under some flow regimes. However, D.O. does not appear to be a limiting factor to the aquatic biota in the creek and therefore any slight decrease should not adversely affect aquatic habitat value in this respect.

Temperature

In analyzing the possible change in water temperature with passage through the diversion system, it was found that there would probably be no significant gain or loss of heat. Any temperature gain in the pipeline could be mitigated if the pipeline itself was light in color to reflect radiation, thereby minimizing the absorption of heat. Further, a drip irrigation system could be placed on top of the conveyance pipe which would provide moisture to nuture growth of vegetation to shade the pipe. An irrigation system of this type would have a significant wildlife benefit as well as helping to cool the pipe in the summertime. In analyzing the heat transfer through long-wave radiation facilitated by turbulence in the stilling pool, it was found, in a worse case condition, that approximately 10 calories per square centimeter per hour would be added to a stilling basin containing a volume of 100,000 cubic feet (approximate dimensions 100' x 100' x 10' deep), assuming the air temperature is 37.5° Celsius (100°F.) and the water is 15.5° Celsius (60°F). With turbulence throughout a retention time of 30 minutes and a 30 cfs discharge, a temperature rise of 0.02° Celsius would result. If the inflow is greater, say 60 cfs instead of 30 cfs, and the pond volume remains the same, the retention time would be only 15 minutes and the subsequent temperature rise only 0.01° Celsius. A lower flow would correspondingly increase the temperature. Consequently, the larger the stilling basin (longer retention) and the smaller the flow, the larger will be the heat gain. In order to raise the water temperature 1° Celsius in say a one hour period, it would require a large shallow stilling basin with a relatively small flow. In order to mitigate any potential heat gain, it is proposed to minimize the size of the stilling basin while keeping it as deep as possible with near-vertical side walls to prevent heat absorption by the surface and sub-strata.

Air Quality Impacts

Temporary air quality impacts would be associated with the construction activities. Heavy construction equipment emissions and emissions of dust particulates during clearing, grading and pipe installation would offer temporary impacts on air quality. During construction, measures such as watering could be undertaken to protect the air quality by minimizing the suspended particulate load added to the atmosphere. There will be no long-term impact on air quality nor will there be a significant short-term impact.

EXHIBIT E

IMPACTS TO FISHERIES RESOURCES

Minimum Flows

The Applicant proposes to provide a minimum instream maintenance flow of 7 cfs to the diverted section of Cedar Draw Creek (Wasteway). Groundwater seepage along the diverted section should contribute an additional 1 to 3 cfs to the creek system, increasing the total instream maintenance flow to 8 to 10 cfs. It is important to note that during low-flow periods when creek flows fall below approximately 25 cfs, the turbines will not operate and all flows will pass down the creek. All flows in excess of the turbine capacity, approximately 110 cfs, will also pass down the creek.

The minimum flow will be prevalent during the last half of June through the first 3/4 of August, a 2¼ month period, and from the last 3/4 of November to the first half of January, a 2¼ month period, totalling 4½ months. If, as stream flow records indicate, the minimum flow during the last half of January through the first half of April, a 3-month period, drops to 25 cfs, or below, no water will be diverted from the creek system during the time the flows remain at, or below, 25 cfs. From the last half of April to the first part of June, and from the last quarter of August through the first quarter of November, a 4½ month period, the creek system will receive from 30 to 200 cfs after diverting 110 cfs to power generation.

It is believed that this flow regime will provide sufficient habitat to sustain fish and other aquatic organisms, for the following reasons:

1. Lower flows, while detrimental to adult trout habitat, actually improve the quality of the habitat for fry and juvenile trout, based on the results of the Chapman Study.

2. The stream system is presently exposed to substantial flow variations on a monthly and even weekly basis. On occasion daily flows may fluctuate from 50 cfs one day to in excess of 200 cfs the following day. This is due to changing irrigation demands of upstream water users, and constitutes a very unstable aquatic habitat for trout or other aquatic biota. The proposed hydroelectric project will alter the habitat of the diverted stretch by reducing the "flashy" character of the diverted section of the creek as it presently exists. This section will receive a reduced but more stable flow regime which could actually improve the productivity of the creek.

3. Study findings have indicated that Cedar Draw Creek presently supports a trout population which is 64% "escapee" or "plant" trout from nearby rearing ponds. The Applicant believes that the actual figure for the escapee population is in excess of 90% of the total population, with escapees numbering from 50,000 - 100,000 fish annually. This combined with the presence of man-made and natural migrational barriers upstream and downstream of the project area, would indicate that the trout fishery currently exists as a "put and take" fishery. It is the Applicants view that a higher minimum flow is not necessary on a year-round basis to support this type of fishery. A minimum flow of 8-10 cfs is sufficient to maintain aquatic habitat, and since the trout fishery is in effect a stocked fishery, there should not be a permanent reduction in the trout population of the creek.

4. There is a high degree of likelihood that the minimum flow proposed by the Applicant will be a temporary condition. The proposed Salmon Falls Irrigation Project is currently in the late planning stages. If this project is developed it could contribute an additional 30-100 cfs of flow to Cedar Falls Creek during the irrigation season. The aquatic habitat maintained by the proposed minimum flow will serve as the base for a reclamation of habitat made available by higher flows, and will return the adult trout habitat to its present level, or to an even higher level.

When analyzing instream maintenance flows on a minimum basis, it is essential to review the past actions of the Idaho Fish and Game relative to the two fish rearing complexes located within the Cedar Draw Creek corridor, i.e. Cedar Draw rearing ponds, owned by Pisces Investments, and Kelley rearing ponds, owned by Richard Kelley. Both of these facilities have no requirement to maintain a minimum flow for the creek system, and when operational during low flow periods, they divert all but a minimal amount of the wasteway flows. It should be noted that these diversions, while substantially greater than the proposed hydroelectric project, have not impacted detrimentally the fishing quality of the creek system.

Screening Device

The Applicant also proposes to install 1/2" mesh diversion screen at the intake entrance to prevent entrainment of small fish through the turbine. This screen will be installed based on the recommendations of U.S.F.W.S. and Idaho Fish and Game personnel with expertise in this area.

Impacts to Wildlife and Vegetation

Impacts to wildlife populations during construction of the hydroelectric project would result from a temporary loss of habitat and disturbance to nesting and brood rearing areas. If construction activities occur in the vicinity of any raptor nesting sites, these sites would probably be abandoned as raptors are generally quite sensitive to prolonged human disturbance. Construction would result in the destruction of song-bird, small mammal, reptile, and amphibian nest sites and/or dens for a temporary loss of habitat. Long-term impacts from construction activities will not be significant after vegetation has been reestablished.

No endangered species of wildlife would be adversely affected by the proposed hydroelectric project; the bald eagle, American peregrine falcon, and whooping crane only make occasional, if any, use of Cedar Draw corridor and would continue to do so after project construction. As for Idaho's "Species of Special Concern," it is not anticipated that the kit fox, prairie falcon, ferruginous hawk, mountain quail, or night snake would suffer any significant adverse impacts from development of the project.

Few impacts to wildlife or vegetative resources are expected with the operation of the project. Human activity associated with powerhouse operation and maintenance will not be excessive. All excavated material will be placed in approved disposal areas. Installation of transmission lines may pose a hazard to birds in flight. These lines will be installed so as to avoid the danger of electrocution caused by flying between improperly spaced electrical lines.

Due to the close proximity of the diversion structure to "Two Falls", approximately 300 feet north, entrainment of small fish and other aquatic organisms is not likely to occur. Impingement of larger fish at the headworks trashracks should not occur since entrance velocities are not excessive and larger fish should be able to detect the current and avoid harm. Ideally, the intake structure will be designed for velocities of 1 to 2 fps. The Applicant proposes to install a movable trashrack with 1/2" screen to dissuade fish from entering the conveyance conduit, as well as providing an automatic debris/ice skimmer.

The site produces no noise except for the sound of water cascading along the creek system. There will be temporary noise impacts during the construction phase of the hydroelectric works. Significant noise producing construction has been identified as two types: (1) the relatively stationary on site construction and (2) transportation to and from the construction site. Due to the isolation of the site and the high cannon walls, temporary noise levels will be insignificant. The only noise created by the project would be generator "whine" which is deemed to be insignificant. Consequently, there will be no long term noise impacts due to the proposal.

The proposed project will have no impact upon any historical or archeological resources within the project area or the surrounding countryside.

CRYSTAL SPRINGS HYDROELECTRIC COMPANY
CEDAR DRAW CREEK HYDROELECTRIC PROJECT

CORRESPONDENCE

1. Idaho Department of Fish & Game - August 13, 1982
2. United States Department of the Interior/Office of Secretary - September 15, 1982
3. United States Department of the Interior/Office of Secretary - September 20, 1982
4. United States Department of the Interior/Geological Survey - November 22, 1982
5. Land Planning & Management - December 22, 1982
6. State of Idaho/Department of Health & Welfare - January 4, 1983
7. Idaho Department of Parks & Recreation - January 11, 1983
8. United States Department of the Interior/Bureau of Land Management - January 12, 1983
9. United States Department of the Interior/Bureau of Reclamation - January 18, 1983
10. United States Department of the Interior/National Park Service - Janaury 21, 1983
11. Idaho State Historical Society - January 24, 1983
12. United States Department of the Interior/Office of the Secretary - February 1, 1983
13. United States Department of the Interior/Bureau of Indian Affairs - March 11, 1983
14. United States Department of the Interior/National Park Service - March 11, 1983
15. Letter of Idaho Dept. of Fish & Game - October 14, 1983
16. U.S. Dept. of the Interior Fish and Wildlife Service - October 18, 1983
17. Idaho State Historical Society - November 15, 1983
18. Idaho Dept. of Health & Welfare - February 1, 1984

August 13, 1982

Mr. Kenneth F. Plumb, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.W.
Washington, DC 20426

Re: Cedar Draw Hydroelectric Project.
FERC No. 6370. Cedar Draw Creek,
Twin Falls County, Idaho. Application for Preliminary Permit.
Crystal Springs Ranch.

Dear Mr. Plumb:

The Idaho Department of Fish and Game has reviewed the referenced application. We request the permit, if granted, contain conditions that would protect aquatic and wildlife habitat from any adverse effects that might possibly result from exploratory or assessment work. We would also urge that applicant or applicant's consultant closely coordinate environmental assessment work with our Department and the U. S. Fish and Wildlife Service.

Cedar Draw Creek supports a viable rainbow trout population. Any small hydropower project at this location on the creek would require the following: (1) self-cleaning screens to prevent fish from entering the penstock; (2) instream maintenance flows sufficient to maintain existing fish and wildlife habitat and fish production; (3) diversion and inlet design to prevent air entrainment in the penstock; (4) transmission lines either buried or designed to prevent raptor mortalities; and (5) avoidance of short- and long-term erosion in the project construction and undue disturbance of riparian habitat. Replacement of the vegetation may be required.

Required facilities will have to be constructed according to design criteria approved by the Idaho Department of Fish and Game. The applicant should be informed that acceptable design criteria for traveling screens and transmission lines are available from our Department.

We have no instream resource maintenance flow data for Cedar Draw Creek and recommend the applicant arrange for the necessary, technically acceptable studies to provide data so appropriate flows can be precisely determined by our Department.

The applicant should be informed "Instream Flow Incremental Methodology for Methods IFG-4/IFG-3 (Habitat)" is available from our Department and are technically acceptable. He should also be informed names of firms qualified to do this work will be supplied by our Department upon request.

Sincerely,

COPY Original Signed by Robert L. Salter

Jerry M. Conley
Director

cc: USFWS (Buechler)
Region 4

bcc: L.R. Bylund

JMC:MRR:ip

United States Department of the Interior

OFFICE OF THE SECRETARY
PACIFIC NORTHWEST REGION
500 N.E. Multnomah Street, Suite 1692, Portland, Oregon 97232

September 15, 1982

ER 82/1161 (FERC No. 6370)

Kenneth F. Plumb, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Dear Mr. Plumb:

The Department of the Interior has reviewed the notice of application for preliminary permit, Cedar Draw Hydro Project, FERC No. 6370, Twin Falls County, Idaho. We have no objection to issuance of the permit; however, the following comments are provided for your use and consideration.

Cultural Resources

The preservation of cultural resources should be considered by the applicant. For coordination of compliance with preservation legislation, the applicant should contact the National Park Service (NPS), Pacific Northwest Regional Office and the State Historic Preservation Office (SHPO). The SHPO for Idaho State is:

Dr. Merle W. Wells
Historic Preservation Coordinator
Idaho State Historical Society
610 North Julia Davis Drive
Boise, Idaho 83706

We also request that standard FERC Article 7 be included in the preliminary permit.

The applicant should also be advised of the procedural guidelines to be followed in assessing cultural resources as found in 36 CFR 800 "Protection of Historic and Cultural Properties."

You should also inform the applicant that the NPS may be available to provide limited assistance and advice in evaluating any cultural and historic preservation aspects of the project area and assist in the coordination of cultural and historic proposals with Federal, State and local agencies.

Recreational Resources

The Idaho Statewide Comprehensive Outdoor Recreation Plan (SCORP) should be reviewed by the applicant to determine any recreation needs in the area which could be satisfied by this project. The SCORP will generally indicate recreational supply, demand and needs on a geographical basis within the state and the role of various levels of government and private enterprise in meeting these needs. Consideration of the SCORP would partially assist in fulfilling the requirements of 18 CFR 2.7(c) respecting the determination of these needs as part of the licensing procedures and the detailed requirements of an Exhibit "R" in 18 CFR 4.41. The Idaho State Liaison Officer maintains the SCORP and can assist the applicant in its interpretation and application.

The proposed project may include land acquired or developed with financial assistance from the Land and Water Conservation Fund. The State Liaison Office also administers this program and can explain the replacement requirements of the Act if this proposal should cause the recreation land to be converted to another use. The State Liaison Officer for Idaho State is:

Dale R. Christiansen
Director, Idaho Department
of Parks and Recreation
Statehouse
Boise, Idaho 83707

You should also inform the applicant that the Department of the Interior is available to provide assistance and advice in evaluating the recreation aspects of the project area and assist in the coordination of recreation proposals with federal, state and local agencies.

Fish and Wildlife Resources

The Fish and Wildlife Service (FWS) advises that the applicant should avoid adverse impacts to fish and wildlife resources and their habitats, particularly streams, wetlands, and riparian vegetation, while performing project feasibility studies during the permit term. Should an application for license be filed for this project, the application should include a plan to mitigate unavoidable adverse impacts to fish and wildlife resources resulting from project construction and operation. Early in the planning process, the applicant should contact the Idaho Department of Fish and Game (IDFG) and the Field Supervisor, U.S. Fish and Wildlife Service, Ecological Services, 4620 Overland Road, Room 209, Boise, Idaho 83705, for technical assistance in developing a mitigation plan.

In determining the environmental impacts of this project, the FWS recommends that special attention be devoted to the following areas of concern:

Endangered or Threatened Species

The applicant should investigate and document the possible presence of any Federally listed endangered or threatened species in the project area. The applicant should contact the Endangered Species Team, Ecological Services, FWS, 4620 Overland Road, Boise, Idaho 83705 (334-1806), for technical assistance in this matter. If endangered or threatened species are determined to

be present, then the FERC and the FWS should be notified. If it appears that an endangered or threatened species may be affected (positively or negatively) by the project, the FERC must initiate formal consultation with the FWS Regional Director in Portland, Oregon to determine if the proposed actions would jeopardize the continued existence of endangered or threatened species or destroy or modify critical habitat of such species. Your responsibilities are included in Attachment A. The FERC should require the applicant to refrain from disturbing the project area (e.g., road construction, vegetation clearing, drilling, etc.) until such consultation is completed.

Streamflow and Fisheries Impacts

The applicant should evaluate the impacts of project operation on streamflow. If the existing streamflow regime is to be modified, measures should be provided to maintain affected aquatic habitat. Proposals by the applicant for any streamflow releases should be based on a biological assessment of the habitat requirements of aquatic organisms (e.g., a streamflow assessment comparable to the FWS Instream Flow Methodology might be used).

Cedar Draw Creek supports a self-sustaining popoulation of rainbow trout. Should an application for license be filed for this project with the FERC, the FWS will request that adequate discharge be provided to protect the needs of the stream fishery. The magnitude of the flow recommendation will be based on site specific hydrographic and biological information. Fish screening devices will probably also be necessary to protect fish from turbine mortality.

Migratory Bird Habitat

The applicant should evaluate the impacts, if any, of project construction and operation on migratory birds and their habitat. Plans to mitigate adverse project impacts on waterfowl resting, feeding and nesting habitat should be developed by the applicant.

Other Wildlife Habitat

The applicant should quantify the wildlife habitat lost as a result of canal excavation, impounding water, and siting facilities, including the transmission lines. Appropriate mitigation measures should be proposed for loss of wildlife habitat. Transmission lines should be buried or designed to prevent electrocution of perching birds, particularly hawks and eagles.

There are three proposals in Cedar Draw Creek for hydropower development by the applicant. All three proposals should be collectively evaluated for total cumulative effects to fish and wildlife resources. It may be advantageous for the applicant to formulate common mitigation plans to cover all three projects.

If the preliminary permit is issued for the project, we recommend the following stipulations be included:

1. The applicant shall, in consultation with Federal, State, and local agencies which have a legal interest in fish and wildlife resources of the project area, submit an Exhibit E to the wildlife resource agencies for early review and comment.

2. The FWS and IDFG shall be kept apprised of the studies undertaken during the preliminary permit period. The resource agencies shall also be given early and periodic opportunities to contribute to the development of those studies and the formulation of alternatives to avoid/mitigate damage to fish and wildlife resources.

In order to avoid the possibility of delays in the licensing of the proposed project, the FWS urges the applicant to utilize the opportunities and time available during the term of the preliminary permit to address the aforementioned environmental concerns and to develop an adequate fish and wildlife mitigation plan.

Water and Power Resources

The Bureau of Reclamation (BR) reports that the proposed powerplant is in an area designated for use as a wasteway for the BR Salmon Falls project. The applicant should be made aware that the plant could benefit from construction of the Salmon Falls project because of increased water due to return flows from irrigated lands, although the timing and quantity of water could vary significantly during the irrigation season. The Salmon Falls project is in the advanced planning stage and no firm date has been set for construction.

Thank you for the opportunity to review and comment on this notice of application.

Sincerely,

Charles S. Polityka
Regional Environmental Officer

Attachment A

FEDERAL AGENCIES' RESPONSIBILITIES UNDER SECTIONS 7 (a) and (c) OF THE ENDANGERED SPECIES ACT

SECTION 7(a) - Consultation/Conference

Requires: 1. Federal agencies to utilize their authorities to carry out programs to conserve endangered and threatened species;

2. Consultation with FWS when a Federal action may affect a listed endangered or threatened species to insure that any action authorized, funded or carried out by a Federal agency is not likely to jeopardize the continued existance of listed species or result in the destruction or adverse modification of critical habitat. The process is initiated by the Federal agency after they have determined if their action may affect (adversely or beneficially) a listed species; and

3. Conference with FWS when a Federal action is likely to jeopardize the continued existence of a proposed species or result in destruction or adverse modificatio of proposed critical habitat.

SECTION 7(c) - Biological Assessment for Construction Projects[1]

Requires Federal agencies or their designees to prepare Biological Assessment (BA) for construction projects only. The purpose of the BA is to identify any proposed and/or listed species which are/is likely to be affected by a construction project. The process s initiated by a Federal agency in requesting a list of proposed and listed threatened endangered species (list attached). The BA should be completed within 180 days after its initiation (or within such a time period as is mutually agreeable). If the BA is not initiated within 90 days of receipt of the species list, please verify the accuracy of th list with our Service. No irreversible commitment of resources is to be made during the process which would result in violation of the requirements under Section 7(a) of the Act Planning, design, and administrative actions may be taken; however, no construction may begin.

To complete the BA, your agency or its designee should: (1) Conduct an onsite inspecti of the area to be affected by the proposal which may include a detailed survey of the are to determine if the species is present and whether suitable habitat exists for either expanding the existing population for potential reintroduction of the species; (2) review literature and scientific data to determine species distribution, habitat needs, and othe biological requirements; (3) interview experts including those within FWS, National Marin Fisheries Service, Station conservation departments, universities, and others who may hav data not yet published in scientific literature; (4) review and analyze the effects of th proposal on the species in terms of individuals and populations, including consideration cumulative effects of the proposal on the species and its habitat; (5) analyze alternati actions that may provide conservation measures; and (6) prepare a report documenting the results, including a discussion of study methods used, any problems encountered, and othe relevant information. Upon completion, the report should be forwarded to our Area Manag

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1 "Construction project" means any major Federal action which significantly affects th quality of the human environment (requiring an EIS) designed primarily to result in the building or erection of man-made structures such as dams, buildings, roads, pipelines, channels, and the like. This includes Federal actions such as permits grants, licenses, or other forms of Federal authorization or approval which may result in construction.

STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE 734-9520

DIVISION OF ENVIRONMENT
P. O. Box 1626
Twin Falls, ID 83301

January 4, 1983

David B. Diehl, P.E.
Land Planning & Management
22627 - 152nd S.E.
Kent, Washington 98031

Re: Cedar Draw Water Power Projects - FERC Numbers 6098 & 6370

Dear Mr. Diehl:

We have reviewed the above referenced project and have the following comments:

1) Sufficient water flow should be bypassed through the diversion structure on Cedar Draw to ensure that the water quality of Cedar Draw will maintain sufficient levels to meet the Idaho Water Quality Standards and Wastewater Treatment Requirements, particularly the oxygen and temperature levels.

   The protected uses of Cedar Draw are listed in Section 1-2150.01(ii) of Idaho's Water Quality Standards and Wastewater Treatment Requirements. Of particular interest are Sections 1-2250 and 1-2276 which list water quality that must be maintained (copies enclosed).

2) Stream turbidity must be minimized during construction of the project.

I will be the person that reviews your project. If you have any questions, please call.

Sincerely,

Russ Renk

Russ Renk
Environmental Engineer

RR/ta
Enclosures
cc: Jerry Yoder, w/o enclosures

EQUAL OPPORTUNITY EMPLOYER

Idaho

Water Quality Standards

&

Wastewater Treatment

Requirements

Idaho Dept. of Health & Welfare

Division of Environment

1-2131 -- 1-2139 (RESERVED)

1-2140 SOUTHWEST IDAHO BASIN
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1-2140.02 Southwest Idaho Hydrologic Basin - MAP 26
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1-2141 -- 1-2149 (RESERVED)

1-2150 UPPER SNAKE BASIN
1-2150.01 Designated Uses Within Upper Snake Hydrologic Basin - TABLE 27
1-2150.02 Upper Snake Hydrologic Basin - MAP 31

1-2151 -- 1-2159 (RESERVED)

1-2160 BEAR RIVER BASIN
1-2160.01 Designated Uses Within Bear River Hydrologic Basin - TABLE 32
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1-2200.02 Deleterious Materials 35
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1-2200.04 Floating, Suspended, or Submerged Matter 35
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1-2201 -- 1-2249 (RESERVED)

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1-2250.01 Primary Contact Recreation 36
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1-2251 -- 1-2274 (RESERVED)

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TITLE 1
Chapter 2
WATER QUALITY STANDARDS AND
WASTEWATER TREATMENT REQUIREMENTS

1-2001 LEGAL AUTHORITY. Pursuant to Section 39-105, Idaho Code, the Director of the Department of Health and Welfare is directed to formulate and recommend to the Board of Health and Welfare, such rules and regulations and standards as may be necessary to deal with the problems related to personal health and water pollution. The Director is further charged with the supervision and administration of a system to safeguard the quality of the waters of the State including the enforcement of standards relating to the discharge of effluent into the waters of the State. Authority to adopt rules, regulations and standards as are necessary and feasible to protect the environment and health of the citizens of the State is vested in the Board of Health and Welfare pursuant to Section 39-107, Idaho Code. (1-30-80)

1-2002 TITLE AND SCOPE

.01 Title. These rules are to be known and cited as Title 1, Chapter 2, "Water Quality Standards and Wastewater Treatment Requirements", Rules and Regulations of the Department of Health and Welfare. (1-30-80)

.02 Scope. These rules designate uses which are to be protected in and of the waters of the State and establish standards of water quality protective of these uses. Restrictions are placed on the discharge of wastewaters and on human activities which may adversely affect water quality in the waters of the State. In addition, unique and outstanding waters of the State are recognized. These rules do not provide any legal basis for an additional permit system, nor can they be construed as granting to the Department any authorities not identified in the Idaho Code. (1-30-80)

1-2003 DEFINITIONS AND ABBREVIATIONS. For the purpose of the rules contained in Title 1, Chapter 2, the following definitions and abbreviations apply: (1-30-80)

.01 Appropriate Beneficial Use. Any of the various uses which may be made of the water of Idaho, including, but not limited to, domestic water supplies, industrial water supplies, agricultural water supplies, navigation, recreation in and on the water, wildlife habitat, and aesthetics. Appropriateness is

TABLE - UPPER SNAKE BASIN (Continued)

Legend: # Protected for Current Use; * Protected for Future Use			DESIGNATED USES							
Map Code	Waters	Domestic Water Supply	Agricultural Water Supply	Cold Water Biota	Warm Water Biota	Salmonid Spawning	Primary Contact Recreation	Secondary Contact Recreation	Special Resource Water	
	mouth									(1-30-88)
(pp)	3SB-720	ROCK CREEK-source to Rock Creek (City) (Twin Falls County)	#	#	#		#	#	#	#	(1-30-88)
(hh)	3SB-730	ROCK CREEK-Rock Creek (City) to mouth		#	#		#	*	#		(1-30-88)
(ii)	3SB-740	CEDAR DRAW-source to mouth		#	#		#		#		(1-30-88)
(jj)	3SB-80	SNAKE RIVER-Swan to King Hill		#	#		#	#	#		(1-30-88)
(kk)	3SB-810	DEEP CREEK-source to Nevada (Twin Falls County)		#	#		#		#		(1-30-88)
(ll)	3SB-820	SALMON FALLS CREEK-Ida-Nevada border to mouth		#	#		#	#	#		(1-30-88)
(mm)	3SB-830	SILEY CREEK-source to mouth	#	#	#			#	#	#	(1-30-88)
(nn)	3SB-840	SILLIMSELET CREEK-source to mouth	#	#	#			#	#	#	(1-30-88)
(oo)	3SB-850	BIG WOOD RIVER-source to Magic Reservoir	#	#	#		#	#	#	#	(1-30-88)
(pp)	3SB-860	BIG WOOD RIVER-Magic Reservoir		#	#			#	#		(1-30-88)
(qq)	3SB-861	CAMAS CREEK-source to mouth (Camas Co.)		#	#		#	#	#		(1-30-88)
(rr)	3SB-870	BIG WOOD RIVER-Magic Dam to mouth (Malad River-source to mouth)		#	#		#	#	#		(1-30-88)
(ss)	3SB-871	LITTLE WOOD RIVER-source to Richfield		#	#		#	#	#		(1-30-88)
(tt)	3SB-8711	SILVER CREEK-source to mouth	#	#	#		#	#	#	#	(1-30-88)
(uu)	3SB-872	LITTLE WOOD RIVER-Richfield to mouth		#	#		*	#	#		(1-30-88)
(vv)	3SB-880	CLOVER CREEK-source to mouth		#	#		#	#	#		(1-30-88)
(ww)	3SB-910	CAMAS CREEK (Clark County)-source		#	#		#	#	#		

growths impairing designated or protected beneficial uses. (1-30-80)

.06 Oxygen-Demanding Materials. Oxygen-demanding materials in concentrations that would result in an anaerobic water condition. (1-30-80)

-2201 -- 1-2249 (RESERVED)

-2250 WATER QUALITY STANDARDS FOR USE CLASSIFICATIONS

.01 Primary Contact Recreation. Between May 1 and September 30 of each calendar year, waters designated for primary contact recreation are not to contain fecal coliform bacteria significant to the public health in concentrations exceeding: (1-30-80)

(a) 500/100 ml. at any time; and (1-30-80)

(b) 200/100 ml. in more than ten percent (10%) of the total samples taken over a thirty (30) day period; and (1-30-80)

(c) A geometric mean of 50/100 ml. based on a minimum of five (5) samples taken over a thirty (30) day period. (1-30-80)

.02 Secondary Contact Recreation. Waters designated for secondary contact recreation are not to contain fecal coliform bacteria significant to the public health in concentrations exceeding: (1-30-80)

(a) 800/100 ml. at any time; and (1-30-80)

(b) 400/100 ml. in more than ten percent (10%) of the total samples taken over a thirty (30) day period; and (1-30-80)

(c) A geometric mean of 200/100 ml. based on a minimum of five (5) samples taken over a thirty (30) day period. (1-30-80)

.03 Warm Water Biota. Waters designated for warm water biota are to exhibit the following characteristics: (1-30-80)

(a) Dissolved oxygen concentrations exceeding 5 mg/l at all times. In lakes and reservoirs this standard does not apply to: (1-30-80)

(1) The bottom twenty percent (20%) of the water depth in natural lakes and reservoirs where depths are thirty-five (35) meters or less. (1-30-80)

(2) The bottom seven (7) meters of water depth in natural lakes and reservoirs where depths are greater than thirty-five (35) meters. (1-30-80)

(3) Those waters of the hypolimnion in stratified lakes and reservoirs. (1-30-80)

(b) Hydrogen Ion Concentration (pH) values within the range of 6.5 to 9.0. (1-30-80)

(c) Water temperatures of 33° C or less with a maximum daily average not greater than 29° C. (1-30-80)

(d) The total concentration of dissolved gas not exceeding one hundred ten percent (110%) of saturation at atmospheric pressure at the point of sample collection. (1-30-80)

(e) Mean concentration of un-ionized ammonia at a level of 0.05 mg/l or less as based on a minimum of five (5) samples taken over a thirty (30) day period. (1-30-80)

.04 Cold Water Biota. Waters designated for cold water biota are to exhibit the following characteristics: (1-30-80)

(a) Dissolved Oxygen Concentrations exceeding 6 mg/l at all times. In lakes and reservoirs this standard does not apply to: (1-30-80)

(1) The bottom twenty percent (20%) of water depth in natural lakes and reservoirs where depths are thirty-five (35) meters or less. (1-30-80)

(2) The bottom seven (7) meters of water depth in natural lakes and reservoirs where depths are greater than thirty-five (35) meters. (1-30-80)

(3) Those waters of the hypolimnion in stratified lakes and reservoirs. (1-30-80)

(b) Hydrogen Ion Concentration (pH) values within the range of 6.5 and 9.0. (1-30-80)

(c) Water temperatures of 22° C or less with a maximum daily average of no greater than 19° C. (1-30-80)

(d) The total concentration of dissolved gas not exceeding one hundred ten percent (110%) of saturation at atmospheric pressure at the point of sample collection. (1-30-80)

(e) Mean concentration of un-ionized ammonia at a level of 0.04 mg/l or less as based on a minimum of five (5) samples taken over a thirty (30) day period if water quality characteristics are near optimal for the protected use. In all other cases, the mean concentration of un-ionized ammonia is to be 0.02 mg/l or less as based on a minimum of five (5) samples taken over a thirty (30) day period. (1-30-80)

.05 Salmonid Spawning. Waters designated for salmonid spawning are to exhibit the following characteristics during the spawning and incubation periods for the particular species inhabiting those waters: (1-30-80)

(a) Dissolved Oxygen concentrations exceeding 6 mg/l or ninety percent (90%) of saturation, whichever is greater. (1-30-80)

(b) Hydrogen Ion Concentration (pH) values within the range of 6.5 to 9.0. (1-30-80)

(c) Water temperatures of 13° C or less with a maximum daily average no greater than 9° C. (1-30-80)

(d) Total concentration of dissolved gas not exceeding one hundred ten percent (110%) of saturation at atmospheric pressure at the point of sample collection. (1-30-80)

(e) Mean concentration of un-ionized ammonia at a level of 0.04 mg/l or less as based on a minimum of five (5) samples taken over a thirty day period if water quality characteristics are near optimal for the protected use. In all other cases, the mean concentration of un-ionized ammonia is to be 0.02 mg/l or less as based on a minimum of five (5) samples taken over a thirty (30) day period. (1-30-80)

.06 Domestic Water Supplies. Waters designated for

domestic water supplies are to exhibit the following characteristics: (1-30-80)

TABLE

		Substance	Maximum Allowable Concentrations mg/l	Degrees Celsius	
(a)		Arsenic	0.050		(1-30-80)
(b)		Barium	1.000		(1-30-80)
(c)		Cadmium	0.010		(1-30-80)
(d)		Chromium	0.050		(1-30-80)
(e)		Cyanide	0.200		(1-30-80)
(f)		Fluoride*			
	(1)		2.400	Up to 12.0	(1-30-80)
	(2)		2.200	12.1 - 14.6	(1-30-80)
	(3)		2.000	14.7 - 17.6	(1-30-80)
	(4)		1.800	17.7 - 21.4	(1-30-80)
	(5)		1.600	21.5 - 26.1	(1-30-80)
	(6)		1.400	26.3 - 32.5	(1-30-80)
(g)		Lead	0.050		(1-30-80)
(h)		Mercury	0.002		(1-30-80)
(i)		Nitrate (as N)	10.000		(1-30-80)
(j)		Selenium	0.010		(1-30-80)
(k)		Silver	0.050		(1-30-80)
(l)		Endrin	0.0002		(1-30-80)
(m)		Lindane	0.004		(1-30-80)
(n)		Methoxychlor	0.100		(1-30-80)
(o)		Toxaphene	0.005		(1-30-80)
(p)		2.4D	0.100		(1-30-80)
(q)		2.4.5 TP with Silvex	0.010		(1-30-80)

* As determined by the average annual maximum daily air temperature for the area where the water is to be used.

1-2251 -- 1-2274 (RESERVED)

1-2275 WATER QUALITY STANDARDS FOR SPECIFIC WATERS. Standards provided in Manual Sections 1-2276 -- 1-2299 for specific waters will supersede those which would apply by the application of Manual Section 1-2250, only when the application of the standards contained in both manual sections would present a conflict. (1-30-80)

1-2276 DISSOLVED OXYGEN STANDARD FOR WATERS DISCHARGED FROM DAMS, RESERVOIRS, AND HYDROELECTRIC FACILITIES

.01 Waiver for Specific Time Period. During the period beginning on May 15 and ending on October 15, annually, waters discharged from dams, reservoirs, and hydroelectric facilities shall not be subject to

the provisions of Manual Sections 1-2250.03(a), 1-2250.04(a), or 1-2250.05(a). (3-11-80)L

.02 Minimum Requirements. During the time period specified in Manual Section 1-2276.01, waters discharged from dams, reservoirs, and hydroelectric facilities shall contain not less than 5.0 mg/l dissolved oxygen based on the average of at least four (4) consecutive measurements taken within any sixty (60) minute period. For compliance purposes, waters containing less than 5.0 mg/l dissolved oxygen, (hourly average as defined herein) for four (4) or more consecutive hours, shall be considered in violation of the provisions of this section. (3-11-80)L

.03 Point of Measurement. For the purpose of determining compliance with Manual Section 1-2276.02, the dissolved oxygen shall be measured at a single location in the river downstream from the hydroelectric facilities. Such location shall be as close to the facilities as practical to obtain a representative measurement, but in all cases shall be sufficient distance downstream to allow thorough mixing of reaerated waters, spilled by-pass waters, and other waters that have passed through the facility. (3-11-80)L

1-2277 (RESERVED)

1-2278 BOISE RIVER - SWB 270 AND SWB 280 -- SALMONID SPAWNING *AND DISSOLVED OXYGEN*. The waters of the Boise River from Veterans State Park to its mouth will have dissolved *oxygen concentrations* of 6 mg/l or seventy-five percent (75%) of saturation, whichever is greater, during the spawning period of salmonid fishes inhabiting those waters. (1-30-80)

1-2279 INDIAN CREEK - BELOW SUGAR AVENUE, NAMPA -- SWB 282 - *UN-IONIZED AMMONIA*. Un-ionized ammonia shall not exceed 1.0 mg/l in that segment of Indian Creek from below Sugar Avenue to the Boise River. (3-20-80)L

1-2280 ROCK CREEK, CEDAR DRAW, DEEP CREEK AND BIG WOOD RIVER - CANAL SYSTEM

.01 Rock Creek, Cedar Draw, and Deep Creek. Rock Creek from the intersection with the High Line Canal of the Twin Falls Canal System to the mouth; Cedar Draw from the intersection with the High Line Canal of the Twin Falls Canal System to the mouth, Deep Creek from the intersection with the High Line Canal of the Twin Falls Canal system to the mouth, all in Twin Falls County -- For the purposes of water quality protection, these waterways are recognized as used by the Twin Falls Canal Company

as spillways, collection and conveyance facilities and such waterways shall also be protected for those uses. (4-1-80)L

.02 Big Wood River - Canal System. Big Wood River from the point of union with the North Side Canal System, located in section 31, T. 5 S., R. 15 E., Boise Meridian, downstream to the last irrigation diversion of the North Side Canal Company from the Malad River located in section 25, T. 6 S., R. 13 E., Boise Meridian -- For the purposes of water quality protection, this waterway is also recognized as used by the North Side Canal Company for the purposes of conveying canal water and shall also be protected for that use. (4-1-80)L

1-2281 -- 1-2299 (RESERVED)

1-2300 RESTRICTIONS ON DISCHARGES AND ON ACTIVITIES WHICH AFFECT WATER QUALITY

.01 Point Source Discharges to Special Resource Waters and Their Tributaries. Except for dams and hydro-electric generating facilities, no new point source can discharge, and no existing point source can increase its discharge, above the design capacity of the existing wastewater treatment facility to any water designated as special resource water or to the tributary of or to the upstream segment of a special resource water, if pollutants significant to the designated uses contained in that discharge can or will result in a reduction of the ambient water quality of the receiving special resource water as measured immediately below the applicable *mixing zone*. (1-30-80)

.02 Discharges Which Result in Water Quality Standards Violation. No pollutant may be discharged from a single source or in combinations with pollutants discharged from other sources in concentrations or *in a manner that:* (1-30-80)

(a) Will or can be expected to result in a violation of water quality standards applicable to the receiving water body or downstream waters; or (1-30-80)

(b) Will injure designated or protected beneficial uses. (1-30-80)

.03 Limitations to Point Source Restrictions. So long as a point source discharge or wastewater treatment facility is regulated by the terms and conditions of an authorization pursuant to Manual Section 1-2301, a Board order, decree or compliance schedule, a valid discharge permit issued by the U.S.

United States Department of the Interior

OFFICE OF THE SECRETARY
PACIFIC NORTHWEST REGION
500 N.E. Multnomah Street, Suite 1692, Portland, Oregon 97232

September 20, 1982

ER 82/1162 (FERC No. 6371)

Kenneth F. Plumb, Secretary
Federal Energy Regulatory Commission
825 North Capitol Street, N.E.
Washington, D.C. 20426

Dear Mr. Plumb:

The following comments were not included in the Departmental comments dated Sept. 15, 1982 , regarding the notice of application for preliminary permit, Cedar Draw Creek project, FERC No. 6371, Twin Falls County, Idaho. We provide them for your use and consideration.

The Bureau of Land Management (BLM) advises that, although there is no public land involved, the Federal Government did retain ditch and canal rights-of-way on the W½E½ of Sec. 14 (Patent No. 1111934) and on the NW¼NE¼ of Sec. 23 (Patent No. 1115961), all in T. 9 S., R. 17 E. The proposed project should not cause any problem regarding these rights, but the applicant should be advised of them.

Further correspondence with BLM concerning this project should be addressed to:

Mr. Nick James Cazakos
District Manager
Bureau of Land Management
Burley District Office
Route 3, Box 1
Burley, Idaho 83318

Your consideration of these comments is appreciated.

Sincerely,

Charles S. Polityka
Regional Environmental Officer

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WATER RESOURCES DIVISION
Idaho State Office
Box 036 Federal Building
Boise, Idaho 83724
1-208-334-1750

November 22, 1982

Mr. L. R. Rylund, President
Crystal Springs Ranch
Buhl, ID 83316

Gentlemen:

We have received a copy of permit No. 6370, Cedar Draw, issued to you by the Federal Energy Regulatory Commission (FERC). This is to inform you that we are available to assist you in determining whether additional streamflow information is required of the site. If you wish for us to make the determination called for in the permit, please contact Luther Kjelstrom of my staff with your request for this service.

Sincerely yours,

E. F. Hubbard

E. F. Hubbard
District Chief

LK:it

LPM Land Planning & Management

22627 - 152nd S.E., Kent, Washington 98031 206/682-2296

December 22, 1982

Director
Office of Electric Power Regulation
Federal Energy Regulatory Commission
Mail Stop 300-RB
825 North Capital Street N.E.
Washington, D.C. 20426

Regarding: Cedar Draw Water Power Project Nos. 6098 and 6370

Gentlemen:

Our studies indicate that it is advantageous to combine the two projects into a single generating plant. We would therefore request that the progress reports be combined for submittal on the same dates.

This letter and enclosures is the first report for Project No. 6098 and Project No. 6370, required by February 1, 1983 and May 1, 1983 respectively. Three copies of this letter report and enclosures are submitted.

(1) Progress of Studies

(a) Feasibility Report - Hydro-Electric Project (FERC Nos. 6098 and 6370): Crystal Springs Hydro-Electric Co., prepared by Land Planning & Management, Inc., dated November, 1982 with December, 1982 revisions has been completed and is enclosed.

(b) The 1" = 100', 5-foot contour interval photogrammetic topographic map has been completed and the preliminary location of Hydro-Electric Project (FERC Nos. 6098 and 6370) indicated thereon has been completed and is enclosed.

(2) Consultation with Agencies

One of the above-described Feasibility Reports has been sent to the following:

(1) Federal Energy Regulatory Commission
333 Market Street, 6th Floor
San Francisco, CA 94105
Attention: Walt Boyle

(2) United States Department of Interior
Fish & Wildlife Service
Ecological Services
4620 Overland Road, Room 209
Boise, ID 83705

(3) United States Bureau of Reclamation, D.O.I.
Regional Office of Pacific Northwest
550 West Fort Street
Boise, ID 83724

(4) National Park Service
Pacific Northwest Regional Office
Room 1930 Westin Building
2001 - 6th Avenue
Seattle, WA 98121

(5) Dr. Merle W. Wells, Historic Preservatory Coordinator
Idaho State Historical Society
610 North Julia Davis Drive
Boise, ID 83702

(6) Idaho Department of Fish & Game
Region 4
868 East Main, Box 428
Jerome, ID 83338

(7) United States Fish and Wildlife Service
Ecological Services
Endangered Species Team
4620 Overland Road
Boise, ID 83705

(8) Charles S. Polityha
Regional Environmental Officer
United States Department of the Interior
Office of the Secretary
Pacific Northwest Region
500 N.E. Multnoma Street, Suite 1692
Portland, OR 97232

(9) State of Idaho Department of Health & Welfare
Division of Environment
P. O. Box 1626
Twin Falls, ID 83301
Attention: Russ Renk, Environmental Engineer

(10) Mr. Nick James Cazakos
District Manager
Bureau of Land Management
Burley District Office
Route 3, Box 1
Burley, ID 83318

(11) Dale R. Christiansen, Director
Idaho Parks & Recreation
State House
Boise, ID 83707

(3) Work to be Undertaken in Next Period

The above-described Feasibility Report includes a section titled, "Project Design / Construction Schedule". The investigations, consultations and other work, revised as necessary by comments of any agency, will be as shown on the bar graph.

(4) Feasibility of Project Assessment

Based on the data used for costs and revenue, the project is financially feasible. Work done in the next period will refine the estimates of costs and revenues.

(5) Date of License or Exemption Submittal

We expect that the criteria for an exemption can be satisfied and that application will be made by March 1, 1983.

Sincerely yours,
Land Planning & Management, Inc.

David B. Diehl, P.E.
Vice-President

Enclosures

cc: Mr. Thomas G. Walker, Jr.

IDAHO DEPARTMENT of PARKS & RECREATION
tatehouse Mail, 2177 Warm Springs Ave., Boise, Idaho 83720 (208) 334-2154

ale R. Christiansen, Director
obert L. Meinen, Deputy Director

John V Evans, Governor
File Ref. No: 543.10.5V
543.10.5N

January 11, 1983

Mr. David B. Diehl
Land Planning & Management
22627 152nd St., S.E.
Kent, WA 98031

Dear Mr. Diehl:

Thank you for consulting us in regard to the proposed Cedar Draw Water Power projects. Future contact with this agency in regard to these projects should be made directly with myself.

Sincerely,

DALE R. CHRISTIANSEN
DIRECTOR

Todd Graeff
State Trails Coordinator

cjv

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Burley District Office
Route 3, Box 1
Burley, Idaho 83318

IN REPLY
REFER TO:
2017

January 12, 1983

Mr. David B. Diehl
Land Planning and Management
22627 152nd SE
Kent, Washington 98031

Dear Mr. Diehl:

I received your first report on the Cedar Draw Water Power Projects (FERC Nos. 6098 and 6370). Thank you for giving us the opportunity to review the report.

In future contacts with this office, you will want to communicate with Area Manager Scott Anderson or his staff specialist, Curt Krambeer.

If I can be of further assistance, please let me know.

Sincerely yours,

Nick James Cozakos
District Manager

United States Department of the Interior
BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724

IN REPLY REFER TO: PN 460
772.-

JAN 10 1983

Mr. David B. Diehl, Vice-President
Land Planning and Management
22627 - 152nd Southeast
Kent, Washington 98031

Dear Mr. Diehl:

We have reviewed the Feasibility Report on your proposed Cedar Draw Water Power Projects (FERC Nos. 6098 and 6370) furnished by your letter dated December 22, 1982.

The proposed Cedar Draw Powerplant is in an area designated for use as a wasteway for our Salmon Falls Project. The subject plant could benefit from construction of the Salmon Falls Project because of increased water due to return flows from the irrigated lands but the timing and quantity of water could vary significantly during the irrigation season. The Salmon Falls Project is in the advanced planning stage but no firm date has been set for construction.

Any future correspondence should be addressed to this office, Attention: 460 or you can telephone Al Bolin at (208) 334-1187 or Terry Kent at (208) 334-1185. It will not be necessary to send us copies of your progress reports.

Sincerely yours,

John W. Keys, III

ACTING Regional Director

United States Department of the Interior
NATIONAL PARK SERVICE
Pacific Northwest Region
Westin Building, Room 1920
2001 Sixth Avenue
Seattle, Washington 98121

IN REPLY REFER TO:
1201-03 (PNR-RE)
FERC No. 6098 & 6370

January 21, 1983

Mr. David B. Diehl, P.E.
Land Planning and Management Inc.
22627 152nd S.E.
Kent, Washington 98031

Dear Mr. Diehl:

In response to your December 22, 1982 request for comments and recommendations regarding the Cedar Draw Water Power Project, in Twin Falls County, Idaho, please consider the following:

IMPACTS ON THE NATIONAL PARK SYSTEM:

It appears, on the basis of the material provided, that no existing or proposed units of the National Park System will be affected either directly or indirectly by the proposed action.

RECREATION RESOURCES:

On the basis of the information supplied by the applicant, the proposed project would not have a major impact upon existing recreational opportunities. A project of this size (1400 kw) is not normally expected to include any major expenditure for recreation facility development unless an unusual opportunity or need is shown to exist. Again, given the information supplied by the applicant, no such unusual opportunity or need appears to exist.

CULTURAL RESOURCES:

Historic and Cultural resources must be identified and a plan for their protection prepared prior to FERC issuance of a license. Such resources must also be identified and protected if an exemption from license is sought; see Title 18, Code of Federal Regulations (CFR), Part 4.51(f)(4). The procedural guidelines to be followed in assessing cultural resources are found in CFR 800 "Protection of Historic and Cultural Resources." This is best accomplished by early consultation with the State Historic Preservation Officer (SHPO).

Sincerely,

Richard L Winters

Richard L. Winters
Associate Regional Director
Recreation Resources and Professional Services

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

January 24, 1983

Mr. David B. Diehl
Land Planning and Management
22627 - 152nd SE
Kent, WA 98031

Dear Mr. Diehl:

Thank you for sending information on the Cedar Draw Water power projects (FERC Nos. 6098 & 6370). Archaeological sites do occur near the project area, but your project will not affect them. It is our opinion that the project will have no effect on any of the archaeological or historic properties near the Crystal Springs area.

Sincerely,

Thomas J. Green
State Archaeologist
State Historic Preservation Office

TG/kh

United States Department of the Interior

OFFICE OF THE SECRETARY

PACIFIC NORTHWEST REGION
500 N.E. Multnomah Street, Suite 1692, Portland, Oregon 97232

February 1, 1983

David B. Diehl, P.E.
President
LPM Land Planning & Management
22627 152nd S.E.
Kent, Washington 98031

Dear Mr. Diehl:

This is in reply to your letter concerning Cedar Draw Water Projects, FERC Nos. 6098 and 6370.

This office serves as the Departmental field coordinator for FERC activities. Technical assistance is provided by Bureaus within this Department. I suggest that you coordinate project activities with the following offices:

sent

U.S. Fish & Wildlife Service
Boise Field Office
4620 Overland Road, Room 209
Boise, ID 83705

Bureau of Indian Affairs
Lloyd Plaza, PO Box 3785
1425 N.E. Irving Street
Portland, OR 97208

National Park Service
Pacific Northwest Region
Westin Bldg., Room 1920
2001 Sixth Avenue
Seattle, WA 98121

If you require any assistance in that coordination, please let me know. There is no need to continue supplying me with future progress reports.

Sincerely,

Charles S. Polityka

Charles S. Polityka
Regional Environmental Officer

United States Department of the Interior

NATIONAL PARK SERVICE

Pacific Northwest Region
Westin Building, Room 1920
2001 Sixth Avenue
Seattle, Washington 98121

IN REPLY REFER TO:
L7619(PNR-RE)
FERC Nos. 6098, 6370, 6371

March 11, 1983

Mr. David B. Diehl
Vice-President
Land Planning & Management
22627 - 152nd, S.E.
Kent, Washington 98031

Dear Mr. Diehl:

On the basis of the material you sent us with your letter of February 15, 1983, your combined projects will generate about 1,600 MW and are located on private lands. It would not appear that existing recreation opportunities will be impaired, or that there will be any great opportunity to provide public recreation as a result of project development. Therefore, it is unnecessary for you to continue to communicate with this office.

We note that you are coordinating with the Idaho State Historic Preservation Officer regarding possible cultural resources at your project site. We would recommend that you also contact:

Mr. Garland J. Gordon
Interagency Archeological Services Division
National Park Service, WRO
450 Golden Gate Avenue, Box 36063
San Francisco, California 94102
Phone: 415-556-7741

We trust this information will be of use to you in the development of your proposal.

Sincerely,

Richard L Winters

Richard L. Winters
Associate Regional Director
Recreation Resources and
Professional Services

IN REPLY REFER TO:
Land Services

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
PORTLAND AREA OFFICE
POST OFFICE BOX 3785
PORTLAND, OREGON 97208

MAR 11 1983

Mr. David B. Diehl
Land Planning and Management
22627 - 152nd S.E.
Kent, Washington 98031

Dear Mr. Diehl:

We are in receipt of your February 15, 1983 letter on the proposed Cedar Draw Water Power Project (FERC Nos. 6098 and 6370). Your request for input has been referred to our Fort Hall Agency since the proposed action is within the aboriginal use area of the Shoshone-Bannock Tribes. If we can be of further assistance, please contact our office.

Sincerely,

Jack Hunt

Area Land Services Officer



CRYSTAL SPRINGS RANCH, INC.



Box 109
BUHL, IDAHO 83316
208-326-4170

October 12, 1983

Mr. Jerry Conley, Director
Department of Fish & Game
State of Idaho
P. O. Box 25
Boise, Idaho 83707

Regarding: Instream Maintenance Flow - Crystal Springs Hydroelectric Company's Cedar Draw Hydroelectric Project, Twin Falls County, Idaho

Dear Jerry:

We are writing in regards to the establishment of a "maintenance" or "minimum instream" flow for Cedar Draw Creek in conjunction with the development of a hydroelectric project by Crystal Springs Hydroelectric Company. We met with Bob Bell, Fisheries Specialist, at Region 4 headquarters in Jerome on April 6, 1983 to discuss the Department's minimum requirements for stream flow. In summary, Mr. Bell stated 25 cfs must be left in the creek, and no mitigating measures would be entertained by the Department to reduce this flow.

As you know, we have had our "differences" with Messrs. Webb and Bell in the past, and because of this relationship, we felt we should communicate directly with your staff in Boise. While we object vehemently to Mr. Bell's determination, as it was based on erroneous assumptions, we want you to know he treated us with the utmost courtesy during our visit with him.

We found during our research of Cedar Draw Creek as a fisheries that years ago, prior to the construction of the fish-rearing ponds/hatcheries along the Snake River in the vicinity of the mouth of said creek, there were very few fish caught in the creek system, and it was rated "poor" as a fishery (source: Les Kohntopp). Once the Crystal Springs Ranch rearing ponds were constructed by Pieces Investments, Inc. in Cedar Draw Creek approximately 7 years ago, the fishery improved from "poor" to "excellent". Even after the installation of the diversion structure by Richard Kelley, which in essence blocks the upstream migration of fish from the Snake River when in use, the creek system continues to offer excellent fishing due to the artificial planting of trout from the Crystal Springs Ranch ponds.

At the request of Bob Bell, we financed a study by Don Chapman & Associates which modelled the stream reach utilizing a computer and Idaho Fish and Game furnished "software". Chapman's study indicated the ideal flow for the fry/juvenile trout population was between 15 and 25 cfs, and somewhat higher for the adult trout population, assuming the adult trout reached maturity within the stream system and were not escapees or plants from the adjacent fish-rearing ponds/hatcheries. This assumption is grossly incorrect as we have stated hereinabove and in the attached Application for License.

We asked Professor Milo C. Bell, P.E., at the University of Washington to analyze the Chapman Study and to quantify, if possible, the amount of fish, in pounds, effected by a variety of flows in the creek system. In summary, he says that with the negative factors of water-borne pollutants, high temperature and turbidity, a good natural annual production level will not be maintained, and the present population must be replenished predominantly through a recruitment source of the adjacent rearing ponds. Based on the physical parameters outlined by the Chapman Report, he has estimated that the stream reach under discussion will support 670 pounds of fish with an optimum flow of 30 cfs. If the flow is reduced to 7 cfs, the stream reach will support 480 pounds of fish. The annual loss to the fishery is estimated at 190 pounds of fish.

It should be kept in mind that while the proposed project will, in fact, reduce flows during a four-and-one-half (4½) months period, it will also provide a more stable flow regime over several months which could actually improve the productivity of the creek system as on occasion daily irrigation flows may fluctuate from 50 cfs one day to in excess of 200 cfs the following day.

Based on the practical considerations stated hereinabove and as contained in the attached Application for License, we respectfully request a reconsideration of the instream maintenance flow of 25 cfs proposed by Bob Bell, especially in light of the fact that diversions from Cedar Draw Creek granted to Richard Kelley and Pieces Investments, Inc. at two different locations have no instream maintenance flow requirements. We are willing to discuss mitigating measures which encompass one or both of the following:

(1) Introduction of "outside" trout from hatchery sources to the stream system during the fishing use periods in the amount of 200 pounds annually, and

(2) Establishment of public access to Cedar Draw Creek through Crystal Springs Ranch property lying south of the County road, dependent on a Fish and Game sponsored maintenance program for fence upkeep and garbage pickup. The area is presently posted "NO TRESPASSING" with citations being issued to violators.

We would appreciate your response to our request at your earliest convenience. If appropriate, we would be willing to meet with you and/or your staff, either in Boise or Twin Falls, to further discuss this matter.

Sincerely yours,
Crystal Springs Ranch

DAVE

David R. Millard, P.E., P.L.S.
Partner

Attachment

cc: Mr. Leroy Bylund
Mr. John Hepworth, Attorney-at-Law

IDAHO DEPARTMENT OF FISH AND GAME
REGION 4
868 East Main • Box 428
Jerome • Idaho • 83338

October 14, 1983

Mr. Gary P. Halliwell
Halliwell Associates, Inc.
865 Waterman Avenue
East Providence, Rhode Island 02914

Re: Minor License Application, Cedar Draw Creek Hydroelectric Project
Twin Falls County, Idaho, FERC Project No. 7448
Formerly Preleminary Permit FERC No. 6370

Dear Mr. Halliwell:

The Department of Fish and Game has reviewed the above referenced Minor License Application and offer the following comments:

The Department considers your proposed minimum instream maintenance flow of 7 cfs for the stream section involved on Cedar Draw Creek to be too low.

Our recommended minimum instream flows will be based upon those recommended by Don Chapman Consultants, Inc. Their study used the IFG-2 ("one flow method" or "WSP" model) on two study sites in the stream.

The Department doesn't concur with observations made of the stream section by Mr. Milo C. Bell.

The one-half inch mesh screen proposed for installation at the intake entrance is also unacceptable. Our recommendation will be for a screen mesh size of no larger than one-quarter inch. The screen should be designed, constructed, operated and maintained in conformance with criteria furnished or as approved by our Department.

Our Regional Fishery Manager participated in the electrofishing conducted on the stream in March 1982 and it is our belief the 36% wild trout estimate is a valid figure.

If you have any questions regarding the above comments, feel free to contact us.

Sincerely,

William E. Webb

William E. Webb
Supervisor, Region 4

cc: Bureau of Fisheries
Bureau of Program Coordination

• EQUAL OPPORTUNITY EMPLOYER •

United States Department of the Interior

FISH AND WILDLIFE SERVICE
ECOLOGICAL SERVICES
4620 Overland Road, Room 209
Boise, Idaho 83705

October 18, 1983

Mr. Gary P. Halliwell
Halliwell Associates, Inc.
865 Waterman Avenue
E. Providence, Rhode Island 02914

Re: FERC 7448, previously
FERC 6370
Cedar Draw Creek
Hydroelectric Project

Dear Mr. Halliwell:

We have reviewed the reference application for minor license and have the following comments. As stated in Mr. Polityka's letter of September 15, 1982, to the Federal Energy Regulatory Commission (FERC) the Fish and Wildlife Service (FWS) is supportive of instream flow determination for fish based on the Instream Flow Incremental Method. One variation of this method was used by Dr. Chapman of Don Chapman Consultants, Inc. as funded by the applicant. The FWS will base its recommendations for instream flows to the FERC on Dr. Chapman's results, since the instream flow recommendation of 7 cfs is inconsistent with the maintenance of a viable rainbow trout fishery in Cedar Draw Creek. Rainbow trout are a National Species of Special Emphasis of the Fish and Wildlife Service. Also, an instream flow of 7 cfs would be insufficient to maintain riparian vegetation which provide valuable fish and wildlife habitat.

Exhibit E does not address most of FWS comments in Mr. Polityka's letter of September 1982, with respect to wildlife resources other than Federally listed threatened or endangered species.

The FWS will be discussing results of the instream flow study with Dr. Chapman, the applicant's fishery consultant and with the Idaho Department of Fish and Game to arrive at a mutually acceptable instream flow recommendation which we will include in Department of Interior comments to the FERC.

Sincerely yours,

James F. Gore
Assistant Field Supervisor

cc: FWS, SE, Boise (1-4-83-I-376)
FWS, RO, Portland, (AFA-SE)
FWS, RO, Portland (Sundeen)
USDI, REO, Portland (Polityka)
IDFG, Hdqtrs., Boise
IDFG, Region 2, Lewiston (Horton)
IDFG, Region 4, Jerome (Bell)
Don Chapman Consultants, Inc., McCall

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

November 15, 1983

Mr. David B. Diehl
Land Planning and Management
22627 - 152nd SE
Kent, WA 98031

Dear Mr. Diehl:

Enclosed are three copies of the archaeological survey report for the Cedar Draw Hydroelectric Project. This report was prepared by our office for no fee. It can be attached to Exhibit E of the FERC application.

We reiterate our earlier statements: This project will have no effect on archaeological or historic properties.

Sincerely,

Thomas J. Green
State Archaeologist
State Historic Preservation Office

Enc.

TG/kh

CULTURAL RESOURCE REPORT NARRATIVE

IDAHO ARCHAEOLOGICAL SURVEY

A. NAME AND FULL DESCRIPTION OF THE PROPOSED UNDERTAKING (Key to Map)
(Be specific and describe all direct and indirect impacts expected)

Project Name: Cedar Draw Hydroelectric Project.

Project: The proposed project will consist of: (1) a 6' high, 30' long diversion structure; (2) a 60", 2,500' long conduit; (3) a 54", 150' long penstock; (4) a powerhouse. See Project Map.

B. LOCATION AND GENERAL ENVIRONMENTAL SETTING (Key to Map)

The project is located in the southern (upper) end of Cedar Draw. The upper end is rugged with talus extending to the creek. Cedar Draw is a box canyon, and the creek enters the draw by way of a waterfall. (See photograph)

USGS Topographic Map(s): Niagara Springs, Idaho, 1950.

USGS Topograhic map(s):

C. PRE-FIELD RESEARCH

1. Sources of information checked:
[]Overview []Site sensitivity map []GLO plats [X]SHPO file
[]Other(list)

2. Summary of previous studies in this general area, in similar terrain:

Title	Distance/Direction	Results

A) Carley & Sappington, 1982. Archaeological Survey of the Clear Lakes Project on the Snake River. Southeast Idaho, 1981.

B) Plew, 1982. Test excavations at Lower Rock Creek.

C) Plew, 1983. Test excavations at Auger Falls.

D. EXPECTED HISTORIC AND PREHISTORIC LAND USE AND SITE SENSITIVITY

1. Are there sites known in this area? []Yes [X]No
2. Are sites expected? []Yes(Where?) [X]No(Why?) Explain below:

The canyon is very rugged, rocky, and inaccessible. There is almost no flat ground. There are few areas of deposition where a site would be expected. It is possible that rock art or burials could occur in such a canyon, but they are usually in more accessible areas.

E. FIELD METHODS (Be specific and complete)

1. Areas examined and type of coverage:(Key to Map)

The project area was walked intensively on the east side of the creek, and flat areas were spot-checked on the west side of the creek.

2. Areas not examined and Reasons Why:(Key to Map)

There were some areas too steep to survey.

4. Personnel conducting or assisting in the survey:

Dr. Thomas J. Green

5. Dates of survey: October 13, 1983

6. Surface and subsurface visibility (%):

Surface: 25-100% variable

Subfurface: badger holes in flats

7. Problems encountered:

Access and steep terrain

F. RESULTS

1. All cultural resources recorded for this area: (Key to Map) [X] None

Field No.	State No.	Type of Site

2. Cultural resources noted but not formally recorded: (Key to Map) [X] None

Field No.	Description	Reason not Recorded

G. CONCLUSIONS AND RECOMMENDATIONS

(Possible impacts, relation of sites to impacts, avoidance options, additional work needed, etc.)

The project will have no effect on any archaeological or historic property.

H. ATTACHMENTS

1. IMACS Site Form attached for each site? [ ] Yes
2. Maps attached? [X] Yes
3. Other attachments? (List) [X] Yes

Photos

I. CERTIFICATION OF RESULTS

I certify that I conducted the investigation reported here, that my observations and methods are fully documented, and that this report is complete and accurate to the best of my knowledge.

Thomas J. Green — 11-14-83

Signature of Reporter — Date



Project location for Cedar Draw Hydroelectric project.



Proposed power plant location.

STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE (208) 734-9520

DIVISION OF ENVIRONMENT
P. O. Box 1626
Twin Falls, ID 83303-1626

February 1, 1984

David R. Millard
Land Planning & Management
22627 152nd S.E.
Kent, Washington 98031

Re: Water Quality Certification for Crystal Springs Hydroelectric Company's Cedar Draw Creek Hydroelectric Project - Filer, ID

Dear Mr. Millard,

The application for license for the above referenced project has been reviewed and we are unable to certify the project for the following reasons:

1) The Idaho Water Quality Standards and Wastewater Treatment Requirements protect Cedar Draw Creek, for among other things, Cold Water Biota and Salmonid Spawning. Effectively, this limits the temperature of the stream water during spawning and incubation periods to 13° C and a daily average not to exceed 9° C. The spawning periods are October, November, and December (for Dolly Varden, Mountain Whitefish, Coho, Brook, Brown, and some strains of Rainbow Trout) and March, April, and May (for most wild strains of Rainbow Trout). The eggs of Coho and Mountain Whitefish incubate over the winter, including the months of January and February. During the remainder of the year (June-September) the temperature cannot exceed 22° C or on a daily average of 19° C.

The information supplied in Exhibit A on pages 13, 14, and 17, indicate these protected temperatures were exceeded as follows:

	Cold Water Biota(June-Sept)		Spawning & Incubation(Oct-May)	
Limit:	Maximum 22° C	Average 19° C*	Maximum 13° C	Average 9° C*
Date/Temp:	7/6/81(25.0)	7/7/80(21.0)	4/22/79(15.5)	5/12/79(10.5)
		8/20/80(20.0)	5/12/79(15.0)	5/13/79(11.5)
		7/6/80(20.0)	5/12/81(15.5)	5/11/80(13.0)
		8/20/80(20.0)		
	Other Data We Have From The Enclosed Report			
			5/22/73(20.0)	2/22/71(12.0)
		7/23/73(22.0)		3/14/73(10.0)
				11/19/73(10.0)
				11/13/74(12.0)

*It should be noted that the temperature recorded under <u>average</u> is not an average but is a single reading. Averages may not have been exceeded.

This hydroelectric project will increase the water temperature of Cedar Draw Creek through the following:

a) Adaption of approximately 10 colonies/square centimeter-hour at the stilling basin.

b) Absorption of energy through the 1½ miles of conveyance and penstock conduit. The exact amounts of transfer are not given, <u>but needs to be addressed</u>.

c) The water temperature of the stream will increase over the present condition because the stream will no longer cascade over some 290 feet of drop. The exact amount of increase is not given, <u>but needs to be addressed</u>.

Since the stream temperature is at or near critical levels several times during the year, it is important that items 1(b) and 1(c) above be addressed. The water temperature will also increase because of the hydroelectric plant just upstream from you, thereby increasing the duration and number of critical temperature periods.

2) The second major item of concern is the dissolved oxygen levels in the stream. There is no data in the report reflecting the nighttime oxygen levels in the stream. This is especially critical during the hot summer nights when the plants and algae consume oxygen which is already at low levels because

of high water temperatures. Nocturnal oxygen levels need to be addressed. Mike Green with Pisces Investments may be able to help you in this matter. He is also, no doubt, interested in the impact of this project on the temperature and dissolved oxygen levels of Cedar Draw Creek. As Milo Bell pointed out in his evaulation on page 11, the recorded temperature of 24°C is not only above the condition desirable for good trout growth but it is also in the disease-inducing range.

The above items were discussed with Dave Diehl on January 24, 1984. However, if you or he have any questions, please call. Thank you for your interest in Idaho's environment.

Sincerely,

Russ Renk

Russ Renk
Environmental Engineer

RR/ta
Enclosure
cc: Jerry Yoder, w/o enclosure
Mike Green, w/o enclosure

Don Chapman Consultants, Inc.

FISHERY ASSESSMENT
ENVIRONMENTAL IMPACTS
AQUATIC ECOLOGY
FISHERY DEVELOPMENT

P.O. BOX 1332
McCALL, IDAHO 83638
USA
TEL: 208-634-2266

24 March 1983

Mr. Dave Millard
Land Planning and Management
22627 152nd S.E.
Kent, Washington 98031

Dear Mr. Millard,

This constitutes my report on instream flow studies completed in Cedar Draw Creek for your firm.

METHODS

I used IFG-2 (the "one-flow method" or "WSP" model) on two study sites. The lower reach lies about 150 yards upstream from the upper end of the hatchery ponds, and consisted of 9 transects on 224 feet of stream (Figure 1). It can be termed a rubbly glide and riffle with boulders. The upper site (Figure 2) can be called a series of rubbly glides interspersed with boulder-rubble riffles, and consisted of 8 transects on 66 feet of stream. The upper site lay about 1 mile above the lower site.

Slope on the lower site was 0.00297 while that on the upper site was 0.01426. Thus the upper site was steeper, and is more typical of the upper third of your proposed diversion reach. The substrate on both sites tended toward large rock. Most rocks were covered with silt more or less consolidated with what is termed "marl", a calcium carbonate deposit often associated with spring waters high in monocarbonates. Such waters are usually termed "productive".

Our aim was to calibrate the IFG-2 model to predict measured water surface elevations on each transect to the nearest 0.05 feet, and velocities on each vertical profile across the transects to the nearest 0.1 fps or to plus or minus 10% of the target velocity where the target was below about 1 fps. Once the calibration was complete (this requires a series of iterations on the model in which bottom roughness coefficients are modified in Manning's equation), we modeled discharges of 5 to 70 cfs on the lower site and 5 to 80 cfs on the upper site. Calibration (measured) discharge was 30 cfs on each site. This means there was no significant spring inflow between sites.

Hydraulic modeling was married to rainbow trout probability-of-use curves taken directly from U.S. Fish and Wildlife Service data (Figures 3-6). I believe the FWS curves are satisfactory because they were based on micro-habitat work on a small mountain stream in Colorado. We did not model the temperature component of the U.S. Fish and Wildlife curves. The velocity curves represent mostly "nose-point" or "facing" velocities rather than mean column velocities. This means that the model should predict slightly lower

optimum discharge, especially for larger fish, than would curves based totally on mean column velocities.

The IFG-2 model examines the study site on a cell-by-cell basis, backing upstream from lowest to highest transect. As I used it, the model determines hydraulic conditions in each cell, then multiplies these by fish probability of use. Thus, if velocity at a given Q is 1.5 fps, depth 0.8 feet, and substrate is gravel (index 5.0), the model multiplies 1.0 X 1.0 X 1.0 and output states that the cell is fully usable for spawning (see Figure 3). If velocity were 1.0 fps and other characteristics unchanged, the multipliers would be 0.55 X 1.0 X 1.0 (again,see Figure 3). Thus habitat can be weighted (hence WUH, or weighted usable habitat) for fish use at various modeled flows.

The IFG-2 model is recommended for extrapolation to 0.4 to 2.5 times the calibration discharge. I ran 5 cfs, below the recommended range, and several flows above the recommended range, for curiosity.

RESULTS

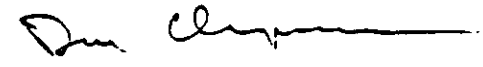
Tables 1 and 2 include weighted usable habitat output for the two reaches. In Figures 7 and 8, I plotted these same data in square feet per 1000 lineal feet of stream. The plots show that spawning habitat maximizes at 25 cfs on the lower reach and 30-40 cfs on the upper reach. Adult habitat increases with increasing flow throughout the modeled range on both sites. Juvenile habitat maximizes at 15 cfs on the lower site and 30 cfs on the upper site. Habitat for fry maximizes at 10 cfs on the lower reach and 25 cfs on the upper site.

I interpret the plots as showing that there is relatively much less WUH for spawning, fry and juveniles than for adults at all discharges.

Runs at 90, 100, 125 and 150 cfs (Table 3) show that the lower site did not increase in WUH for adults above 90 cfs, but that WUH in the upper site increased to 150 cfs.

A separate IFG-2 run for the lower site, using only the 5 lowest transects, in the best trout habitat of the reach (again, see Figure 1), did not change the basic trend of WUH for adults.

Very Truly Yours,



Don Chapman

ENCL.



FIGURE 1

LOWER REACH, LOOKING UPSTREAM FROM LOWER END.



FIGURE 2

UPPER REACH.

FIGURE 3

RAINBOW TROUT

11110 SPAWNING 78/01/24.

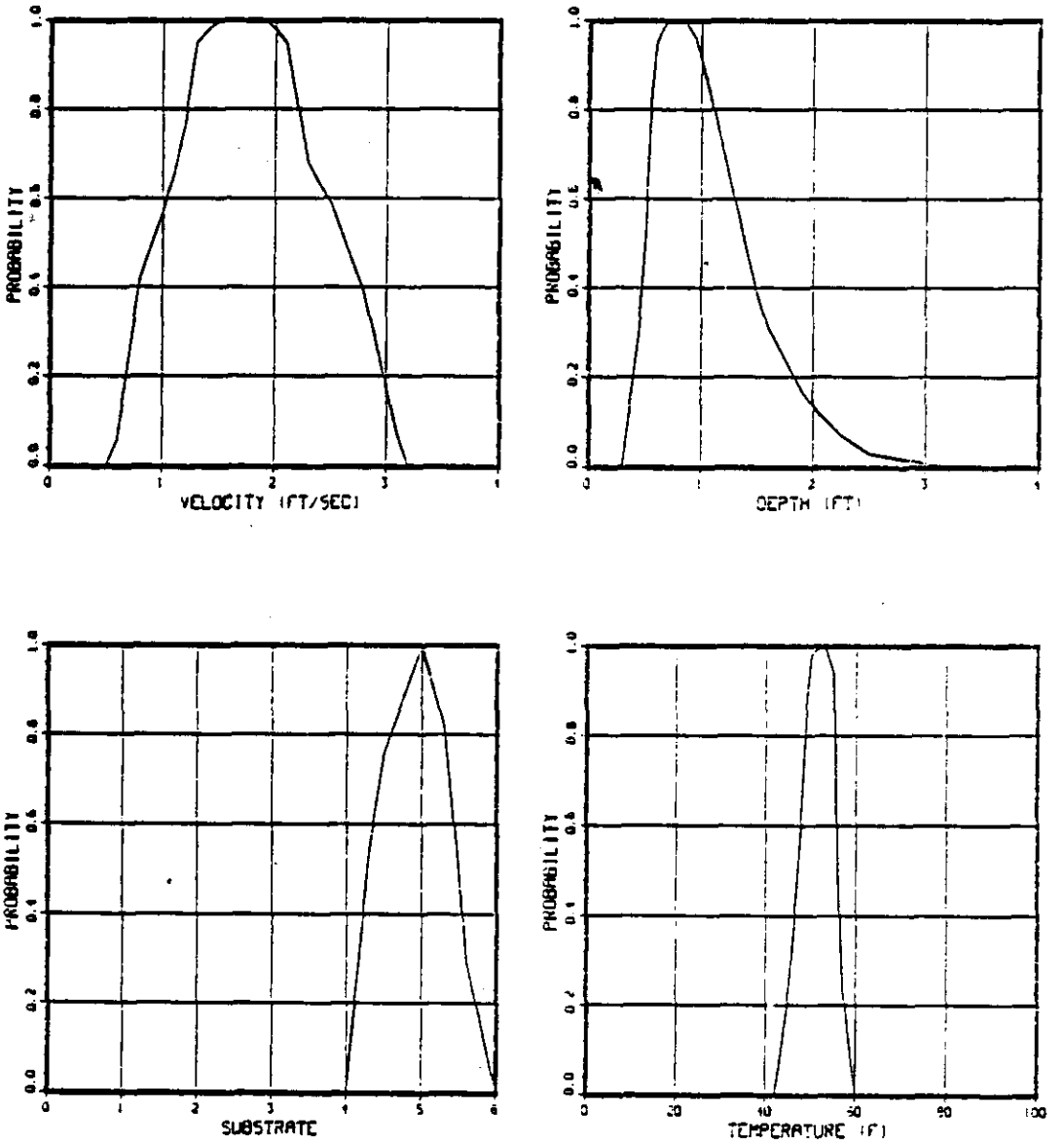


FIGURE 4

RAINBOW TROUT

11102 ADULT 78/01/24.

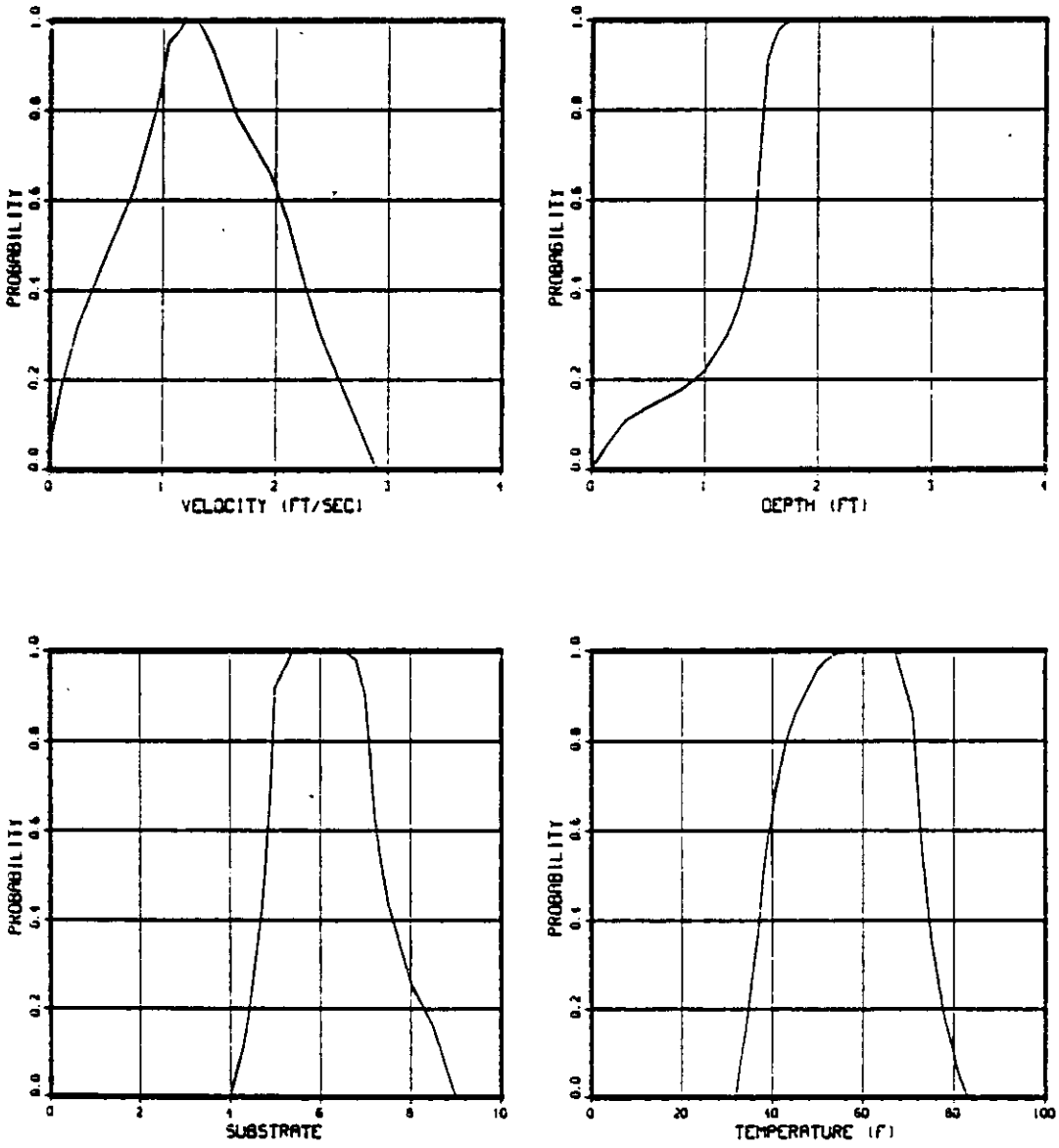


FIGURE 5

RAINBOW TROUT

11101 JUVENILES 78/01/24.

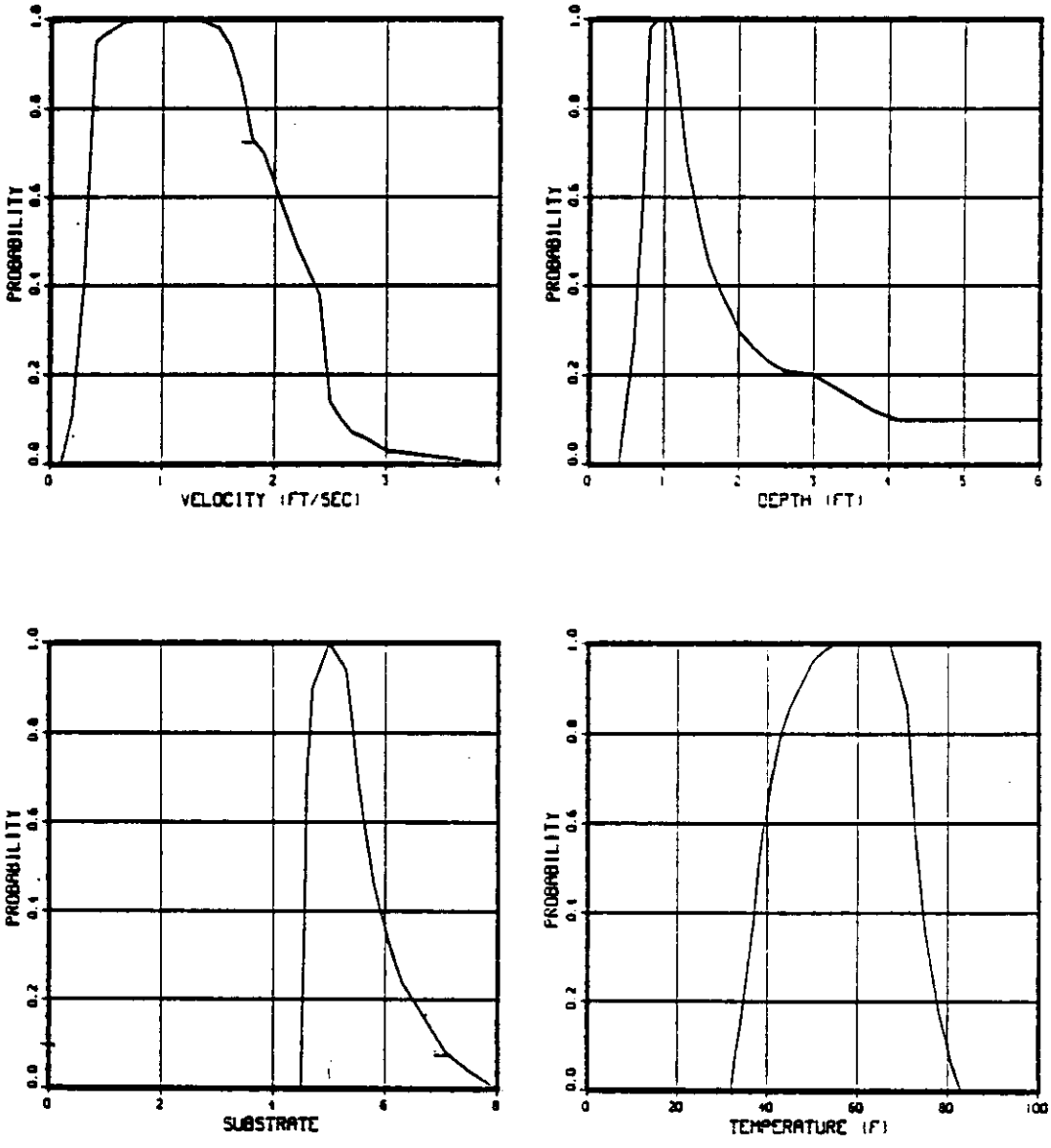


FIGURE 6

RAINBOW TROUT

11100 FRY 78/01/24.

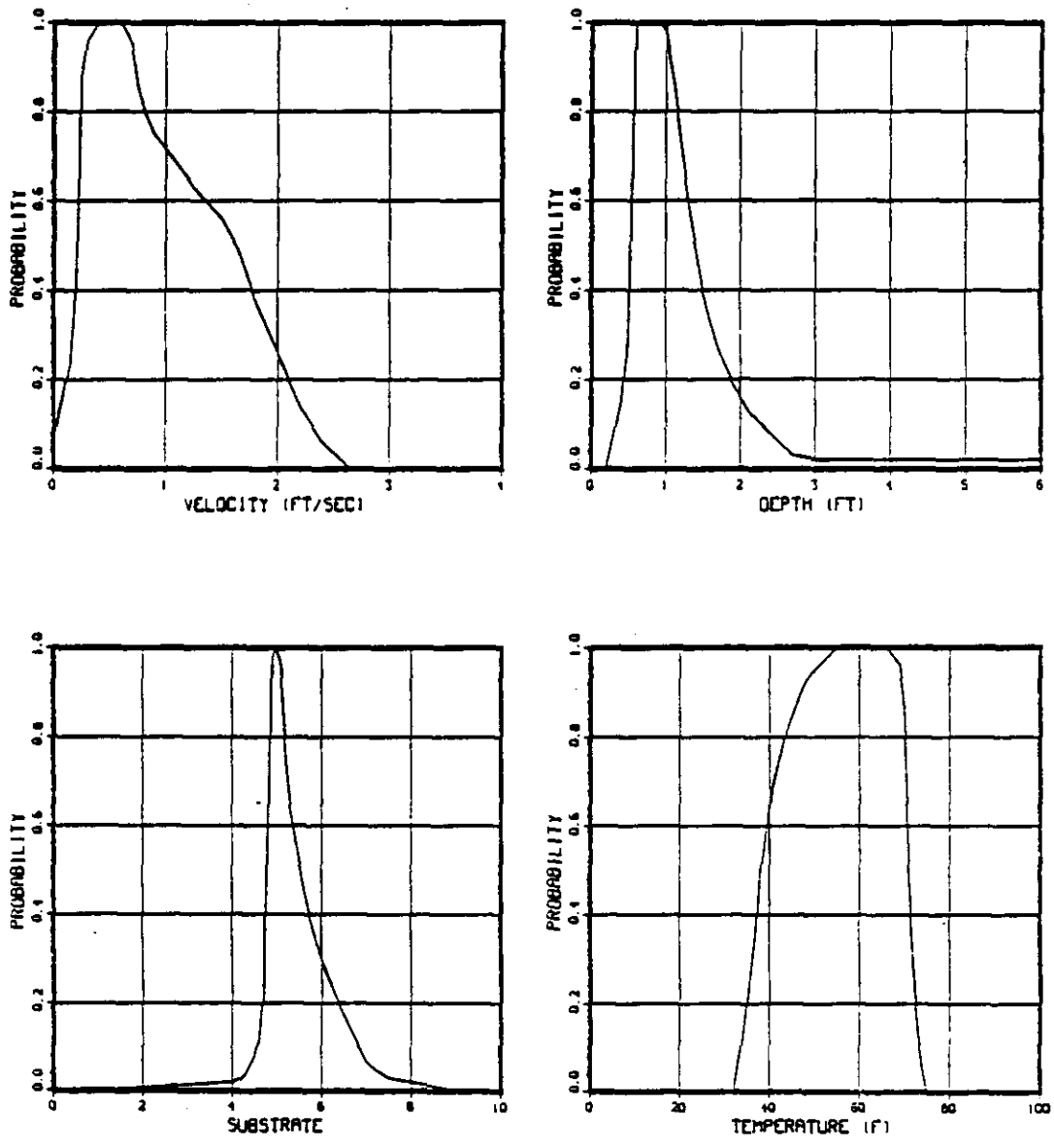


FIGURE 7

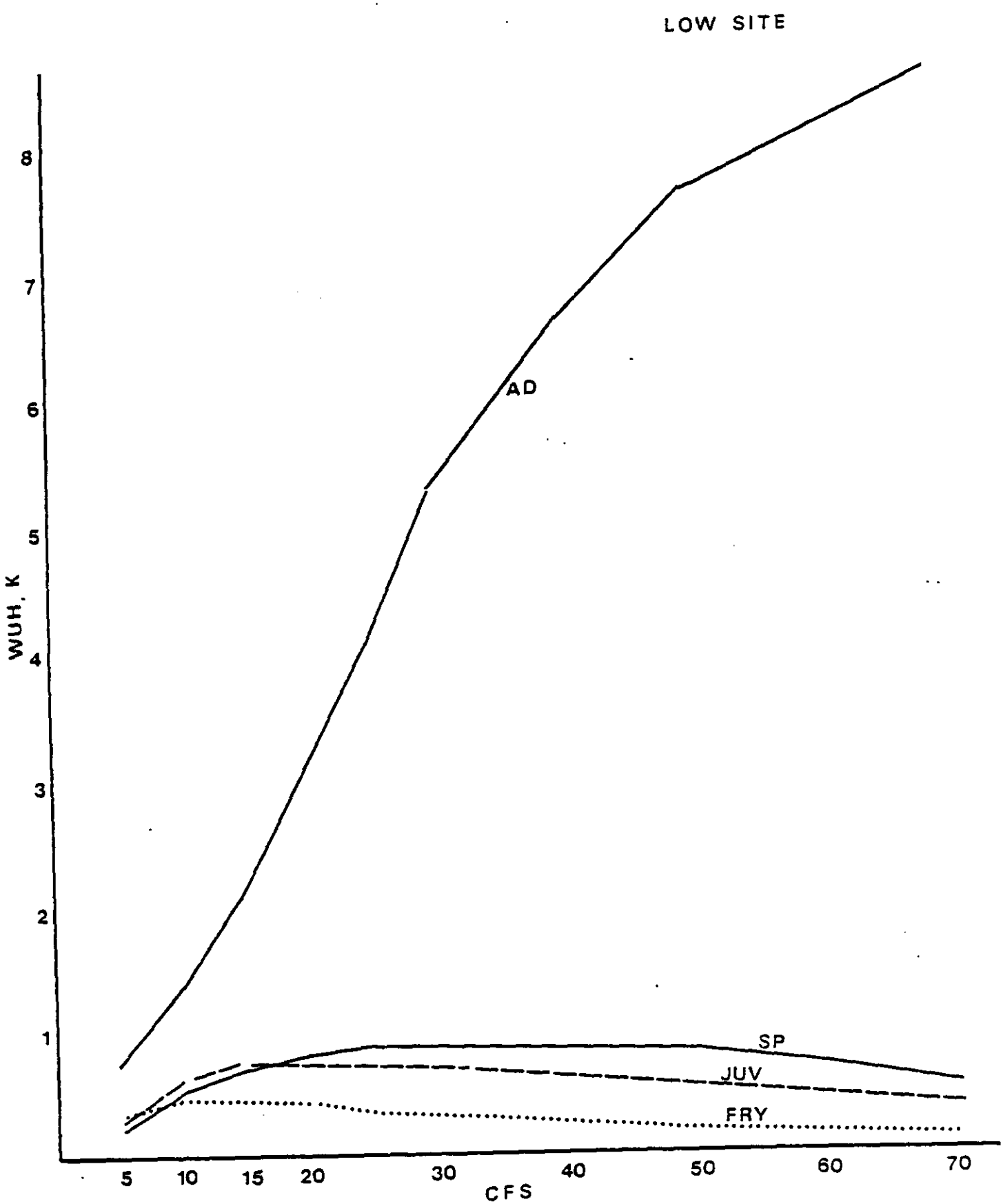


FIGURE 8

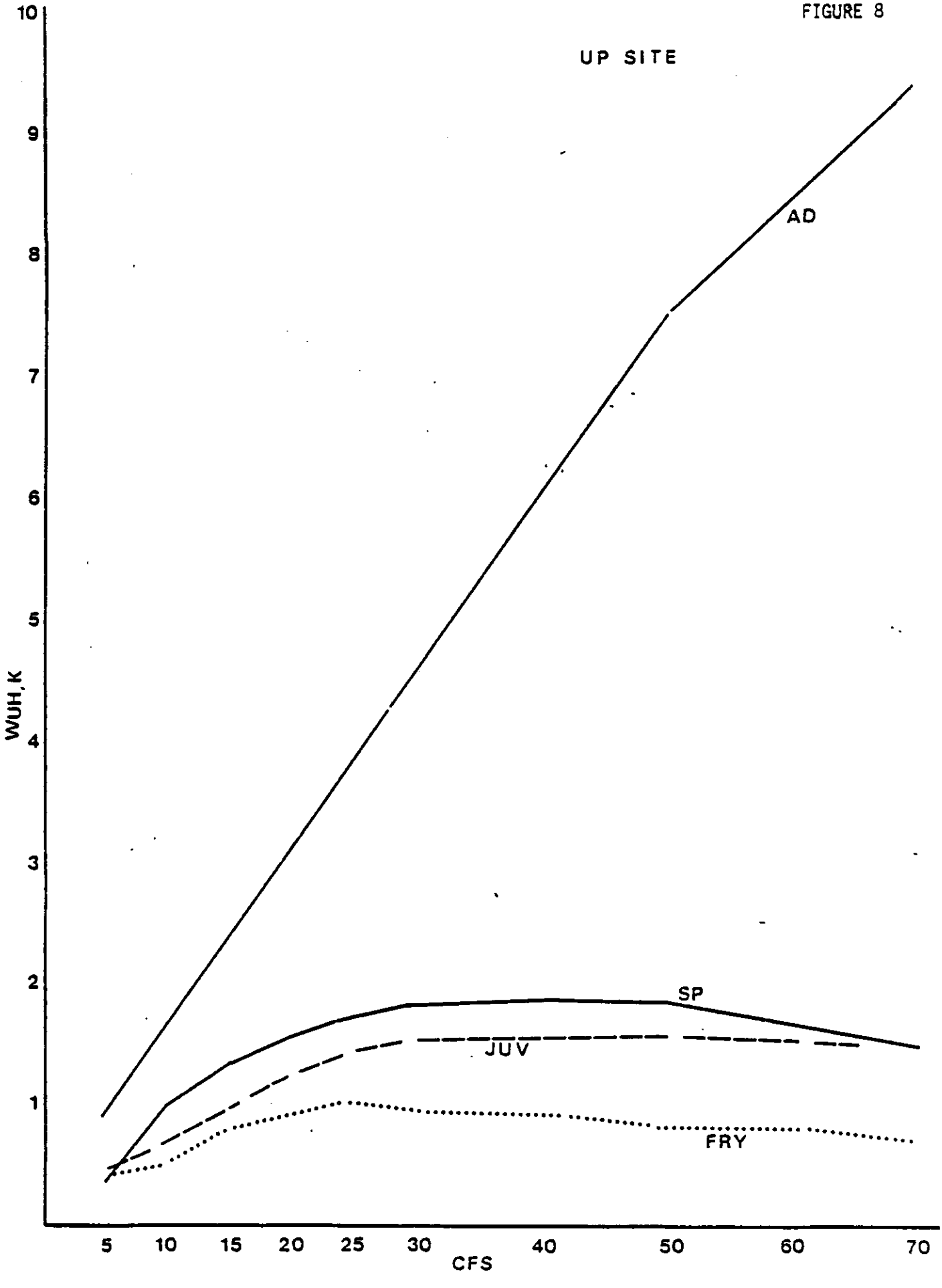

UP SITE
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TABLE 1

```
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   1.
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   14.07.58.                                            ONE FLOW;  3-2-83

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   *       INSTREAM FLOW GROUP, USFWS           *
   *       VERSION OF AUGUST, 1981              *
   *     RUN DATE -83/03/14.-TIME -14.07.58.    *
   ********************************************

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                                    H     H   A     A         S      T      A     A      T
                                    H     H   A     A   S     S      T      A     A      T
                                    H     H   A     A    SSSSS       T      A     A      T

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          LAST UPDATED ON 9 AUGUST 1981.
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         CHAPMAN FILE OF SUITABILITY CURVES
       LAST UPDATED ON 82/10/23. 13.24.58.

            Q VS. AVAILABLE HABITAT AREA PER 1000 FEET OF STREAM FOR RAINBOW

          MONTH       Q      SPAWNING      ADULT      JUVENILE      FRY
            1       5.00       229.17      789.50       275.99      359.58
            2      10.00       531.37     1395.78       634.36      497.60
            3      15.00       721.41     2165.57       782.15      460.21
            4      20.00       845.99     3082.54       781.66      417.58
            5      25.00       905.85     4097.72       754.31      366.89
            6      30.00       900.04     5294.54       707.75      336.26
            7      40.00       862.84     6643.07       646.48      261.17
            8      50.00       837.48     7634.66       569.02      194.12
            9      60.00       716.53     8134.50       476.94      146.58
           10      70.00       533.25     8476.23       413.45      107.70

       Q VS. AVAILABLE HABITAT AREA AS A PERCENTAGE OF THE GROSS AREA FOR RAINBOW

          MONTH       Q      GROSS      SPAWNING      ADULT      JUVENILE      FRY
            1         5.      22471.       1.02        3.51        1.23        1.60
            2        10.      25927.       2.05        5.38        2.45        1.92
            3        15.      28470.       2.53        7.61        2.75        1.62
            4        20.      30043.       2.82       10.26        2.60        1.39
            5        25.      31528.       2.87       13.00        2.39        1.16
            6        30.      33148.       2.72       15.97        2.14        1.01
            7        40.      34449.       2.50       19.28        1.88         .76
            8        50.      34979.       2.39       21.83        1.63         .55
            9        60.      35472.       2.32       22.93        1.34         .41
           10        70.      36028.       1.48       23.53        1.15         .30
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   $$$ NORMAL COMPLETION OF JOB
   -END OF INFORMATION-
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TABLE 2

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- 83/03/17.                    CEDAR DRAW - UPPER REACH   FIELD DATA BY ANDERSON  DATA ANALYSIS BY CHAPMAN
  09.01.28.                                                ONE FLOW:  3-4-83

 ********************************************
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 *      INSTREAM FLOW GROUP, USFWS          *
 *      VERSION OF AUGUST, 1981             *
 *      RUN DATE  83/03/17. TIME  09.01.28. *
 ********************************************

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H    H  A     A  B     B     T     A     A     T
HHHHHHH  AAAAAAA  BBBBBB      T     AAAAAAA     T
H    H  A     A  B     B     T     A     A     T
H    H  A     A  B     B     T     A     A     T
H    H  A     A  BBBBBB      T     A     A     T

          HABTAT PROGRAM VERSION NUMBER 3-1
          LAST UPDATED ON  9 AUGUST 1981.
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 DEPTH BRACKETS.....0.00.....0.00.....0.00.....0.00.....0.00.....0.00.....0.00.....0.00.....0.00

 SUBSTRATE BRACKETS     0.30      0.20      0.00      0.00      0.00      0.00      0.00      0.00      0.00

 CURVE ID NUMBERS   11110   11102   11101   11100

 CURVE SET DEFINITION DATA WAS OBTAINED FROM THE FILE
       CHAPMAN FILE OF SUITABILITY CURVES
        LAST UPDATED ON  82/10/23.  13.24.58.

        Q VS. AVAILABLE HABITAT AREA PER 1000 FEET OF STREAM FOR RAINBOW

    MONTH      Q      SPAWNING     ADULT      JUVENILE     FRY
      1       5.00     367.72     938.52      431.97      412.24
      2      10.00     950.69    1643.98      665.56      525.83
      3      15.20    1326.23    2305.85      932.63      819.80
      4      20.30    1576.97    2998.11     1240.55      972.75
      5      25.00    1721.34    3799.09     1469.19     1013.51
      6      30.00    1818.66    4489.83     1545.57      978.85
      7      40.00    1873.20    5921.71     1565.88      932.82
      8      50.00    1879.96    7427.44     1588.94      818.69
      9      62.00    1678.12    8385.53     1520.31      799.67
     10      70.00     953.52    9342.16     1474.84      699.54
     11      80.00    1216.34   10013.40     1368.17      598.23
  1
  83/03/17.                    CEDAR DRAW - UPPER REACH   FIELD DATA BY ANDERSON  DATA ANALYSIS BY CHAPMAN
  09.01.28.                                                ONE FLOW:  3-4-83

      Q VS. AVAILABLE HABITAT AREA AS A PERCENTAGE OF THE GROSS AREA FOR RAINBOW

    MONTH      Q       GROSS        SPAWNING   ADULT      JUVENILE   FRY
      1        5.      16886.        2.18       5.58       2.57      2.45
      2       10.      21530.        4.42       7.64       3.09      2.44
      3       15.      25032.        5.30       9.21       3.73      3.27
      4       20.      27766.        5.68      10.80       4.47      3.50
      5       25.      31548.        5.46      12.05       4.66      3.21
      6       30.      34856.        5.22      12.88       4.43      2.81
      7       40.      38348.        4.88      15.44       4.38      2.43
      8       50.      39091.        4.81      19.20       4.06      2.09
      9       60.      39841.        4.21      21.05       3.82      2.01
     10       70.      49609.        3.58      23.31       3.63      1.72
     11       80.      41603.        2.92      24.07       3.29      1.44
  1
  $$$ NORMAL COMPLETION OF JOB
  -END OF INFORMATION-
  I>
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TABLE 3

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  C>
    CEDAR DRAW - LOWER REACH   FIELD DATA BY ANDERSON   DATA ANALYSIS BY CHAPMAN
ONE FLOW:  3-2-83
RAINBOW
        DISCHARGE  SPAWNING    ADULT       JUVENILE    FRY
 * 1        90.00      315.73     8977.08      316.22      62.55
 * 2       100.00      243.32     8957.00      286.74      50.18
 * 3       125.00      137.98     8765.34      231.50      33.01
 * 4       150.00       92.64     8623.23      193.61      38.20
 **************
 EOI ENCOUNTERED.
C>


 LOCAL FILE NAME(S).

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 INPUT*    OUTPUT    PROCFIL   TAPE4     TAPE8     TP3       TP4
 ZMAP      ZZZZZC1   ZZZZZC2

 TOTAL = 17
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  C>
    CATALOG OF YCHAP1            FM/BCS000  83/03/28. 14.41.19.

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 INDIRECT ACCESS FILE(S)

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 CEDLHBT   CEDLTP3   CEDUMDF   FISHFIL   PAYHB1    PAYSHOE

       13 INDIRECT ACCESS FILE(S),   TOTAL PRUS =       175.

C>


 * RHABTAT COMPLETE
C>
  C>
    CEDAR DRAW - UPPER REACH   FIELD DATA BY ANDERSON  DATA ANALYSIS BY CHAPMAN
ONE FLOW:  3-4-83
RAINBOW
        DISCHARGE  SPAWNING    ADULT       JUVENILE    FRY
 * 1        90.00     1008.28    18412.41     1246.27     508.45
 * 2       100.00      846.96    18888.49     1122.35     419.43
 * 3       125.00      522.10    11957.74      854.37     275.79
 * 4       150.00      332.43    12588.22      661.95     179.82
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 CEDLHBT   CEDLTP3   CEDUMDF   FISHFIL   PAYHB1    PAYSHOE

       13 INDIRECT ACCESS FILE(S),   TOTAL PRUS =       175.

C>
  C>
    JOB PROCESSING CCUS   156.500
BYE  83/03/28. 14.49.40.
 ?/
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Registered
Professional
Engineer

MILO C. BELL
Consulting Engineer
BOX 23
MUKILTEO, WASHINGTON 98275

LETTER REPORT ON PHYSICAL CONDITIONS WITHIN CEDAR DRAW CREEK AS PERTAINING TO TROUT PRODUCTION BELOW THE FALLS

The principal source of the flow is from irrigation, either groud water or waste water return.

Waste water may contain contaminents from land use of chemicals. No report has been made on this possible source of pollution, which can be detrimental to fish production.

The recorded temperatures show a spot temperature of 24° C (75.2° F) which is above that considered desirable for good growth. The elevated temperatures are also in the range of disease-inducing conditions.

Spot readings of turbidity give a level of turbidity which, if maintained, would result in lowered production of food organisms and, consequently, of adult trout. Turbidity levels of 25 to 80 parts per million cause food production losses of 25 per cent. The spot turbidity levels given show only that there would be periods of lowered production and lowered fishing use.

With these negative factors it may be assumed that a good natural annual production level will not be maintained.

It appears that the population present may be replenished from recruits from the waste water or from upstream areas above the fork.

Another recruitment source may be the rearing ponds adjacent to the stream. This is also a source of potential disease organisms.

The stream report by Don Chapman Consultants, Inc., gives the physical description of the wetted area under the described flows. This report also describes the velocity/depth factors needed to define production levels. Other factors are stream gradient, temperature, water clarity and size of bed materials.

Assuming that with optimum flow (30 cfs) the reach will support 670 pounds of fish, an estimate can be made for production levels at lower flows. A flow of 7 cfs would allow for the support of 480 pounds of fish. This suggests that perhaps a "put-and-take" fishery exists, the "put" being from recruits exterior from the reach under discussion. Using this assumption, one means of mitigation could be accomplished by the introduction of trout from hatchery sources during the fishing use periods.

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Washington Department of Game

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Catalog of stream electroshocking data from selected streams in western Washington. Unpublished.

HOWARD • DONLEY ASSOCIATES, INC.

Consulting Engineers and Geologists

Howard F. Donley, President
RE C16961

Terry R. Howard, Vice-President
CEG 794

Boise, Idaho
Casper, Wyoming
Moscow, Idaho
Redwood City, California

266 South Cole Road • Boise, Idaho 83709 • (208) 376-8200

May 6, 1983
1311-010-02

Land Planning and Management
152nd S.E.
Kent, Washington 98031

Attn: Mr. David R. Millard, P.E.

RE: REPORT
Preliminary Geotechnical Evaluation
For Proposed Small Hydroelectric Facility
Within the Cedar Draw Creek Corridor
Filer, Twin Falls County, Idaho
For Crystal Springs Hydroelectric Company

Dear Mr. Millard:

We have performed a preliminary geotechnical evaluation at the site of a proposed small hydroelectric facility. The facility is located within Cedar Draw Creek Corridor. Please find accompanying this letter, a report which presents the results of the preliminary geotechnical evaluation that we performed for the subject project.

We have evaluated the project to be feasible. However, it is our opinion that a more detailed investigation should be performed before more specific recommendations are made. Specific areas of the project that need to be further evaluated are outlined in the Discussion and Recommendations of the report.

We appreciate the opportunity to work with you on this project. If you have questions about the report or our work, please contact us.

Yours very truly,

HOWARD - DONLEY ASSOCIATES, INC.

H. ROBERT HOWARD, P.E.

HRH:gb
Encl.

REPORT
PRELIMINARY GEOTECHNICAL EVALUATION FOR PROPOSED SMALL HYDROELECTRIC FACILITY WITHIN THE CEDAR DRAW CREEK CORRIDOR FILER, TWIN FALLS COUNTY, IDAHO FOR CRYSTAL SPRINGS HYDROELECTRIC COMPANY

INTRODUCTION

We have performed a preliminary geotechnical evaluation for a proposed small hydroelectric power facility to be located within the Cedar Draw Creek Corridor. This report presents the results of the evaluation and preliminary recommendations for the proposed facility.

The proposed project is located approximately seven miles northwest of Filer, Idaho. We understand that the proposed facility will consist of a diversion structure on Cedar Draw Creek, a penstock that will direct the diverted water from Cedar Draw Creek along the east side of Cedar Draw to a forebay structure and a penstock that will connect the forebay structure to the powerhouse located in the bottom of the draw. The penstock will be about four feet in diameter. The forebay and powerhouse structures will be one story and constructed of masonry and reinforced concrete.

The location of the project is shown on Plate 1, Project Location Map. The alignment of the project, as we understand it to be planned is shown on Plate 2, Project Plan.

The purpose of the preliminary study was to evaluate the geotechnical conditions for the site relative to the overall feasibility of the project.

The geotechnical evaluation included a preliminary assessment along the route of the proposed project for the following:

(1) The soil and rock conditions with respect to the diversion structure, penstock, forebay and powerhouse structures.

(2) Cut slopes along the project route relative to the apparent site conditions.

(3) The anticipated depth to bedrock or potential bedrock areas.

(4) The subsurface conditions for support of the forebay and powerhouse structures.

(5) Any site characteristics that might affect the planning and/or feasibility of the project.

To accomplish the geotechnical evaluation, we performed the following scope of work:

(1) Reviewed plans, drawings and aerial photos for the project area.

(2) Reviewed pertinent geologic information relative to the project area.

(3) Performed a site inspection of the project area.

(4) Drilled one boring using a truck-mounted auger at the approximate site of the proposed powerhouse structure.

(5) Prepared the report of the preliminary geotechnical evaluation.

GEOLOGIC CONDITIONS

The geology of the project area has been mapped by the U.S.G.S. in 1976 (Map MF-809). Cedar Draw and the Snake River Canyon have been mapped as Banbury Basalt of Miocene age and Glenns Ferry Basalt of Pleistocene and Pleiocene age. The Lucerne School lava flow has also been mapped along the south rim of the Snake River Canyon and the rim of Cedar Draw. Overlying these units at isolated locations near the rim of Cedar Draw is the

Thousand Springs Basalt. The basalts range from being very massive to dense and interbedded by lake and stream sediments.

The conditions mapped within Cedar Draw consist of talus of Holocene and Pleistocene age along the sides of the canyon and alluvium of Holocene and Pleistocene age in the bottom of the canyon. The talus is generally unconsolidated debris at the base of the basalt cliffs and cover steep slopes throughout the canyon. Angular to subangular deposits of basalt and rhyolite ranging in size from pebble to large boulders occur. These materials may be covered by vegetation in places and mixed with fine-grain materials comprised of silt, sand and clay. The alluvium is consolidated clay, silt and sand from deposition by Cedar Draw Creek. The alluvium may contain isolated deposits of talus.

SITE INSPECTION

The site inspection for the project was performed on April 11, 1983. Prior to performing the inspection, pertinent geologic maps, preliminary drawings and aerial photos were reviewed. The site inspection was made primarily along the route of the proposed facility.

The proposed diversion structure will be located immediately downstream of two waterfalls in Cedar Draw. Our visual observations of the site is that basalt or basalt with a thin cover of alluvium covers the site. Talus slopes extend to each bank of Cedar Draw Creek. The rock comprising the talus is up to 10 feet in diameter.

The near surface conditions at the east side of Cedar Draw along the alignment of the penstock vary as follows: (1) from the diversion structure

to approximately Station 11+00 was talus. The rocks comprising the talus were up to 11 feet in diameter. The talus contained large voids due to the varying size and angular nature of the rocks. The talus slope was on about a one and one-half to one (horizontal to vertical) slope; (2) from Station 11+00 to the forebay structure were isolated basalt outcrops, soil comprised of fine-grain to sand size particles mixed with basalt cobbles and boulders, and talus containing rocks up to five feet in diameter. In many areas the fine-grain materials appeared to be cemented by minerals precipitated from groundwater. The materials, at uncemented areas appeared to be loose and easily disturbed. Areas at or near basalt outcrops, appeared to be stable or had a thin cover of soil or talus overlying the basalt.

The approximate location of the forebay structure was heavily overgrown by brush and small trees. Also the site was covered heavily in some areas with talus from a vertical basalt cliff immediately upslope from the site. The bedrock near the site was evaluated to be hard, vesicular and to have moderately to widely spaced fractures. It appears that bedrock could be within 10 feet of the present ground surface.

From the forebay to the powerhouse the near surface conditions appeared to be comprised of cemented sands and silts containing basalt rock that was up to two feet in diameter. We understand the powerhouse is to be located at the base of the east side of Cedar Draw, approximately 50 feet north of the fence line that runs up the side of the draw from the bottom. A boring was drilled at this location on a service road that parallels the base of the draw. The boring encountered approximately eight and one-half feet of fill

that was underlain by sand and gravel that inturn was underlain by fine to medium sand or silt. The fill was comprised of brown, clayey sandy silt and cobbles or sandy clay that was brown, soft and dry to wet. The sand and gravel was gray-brown, dense, dry to slightly damp and slightly cemented. The fine to medium sand or silt was gray-brown, medium dense to very dense and damp to saturated. Groundwater was encountered at approximately 22 feet below the present ground surface. The boring was terminated in the very fine sand or silt at 31 feet below the present ground surface.

DISCUSSION AND RECOMMENDATIONS

Our review of aerial photos of Cedar Draw indicates that development of the draw has progressed rapidly causing very steep side slopes. Our interpretation suggests that bedrock is generally within 10 to 15 feet of the ground surface along the east side of the draw.

It is our preliminary opinion that the proposed project is feasible. The recommendations contained herein are based on our understanding of the proposed project, our visual assessment of the site conditions and our interpretation of the geology of the project area.

Diversion Structure

The critical concern is to provide a good foundation for support of the diversion structure. Based on our site inspection, we believe that Cedar Draw Creek has probably scoured through the sediments that overlie the basalt in the bottom of the draw. It is therefore our preliminary opinion that the structure would be supported by basalt. However, the worst

condition could be that several feet of fine sands, silt and some gravel would overlie basalt. It is possible that the diversion structure could be supported by these sediments. Further evaluation of the sediments would have to be made in order to evaluate the bearing capacity of the material, the amount of seepage loss beneath the diversion structure and the potential for piping or scouring to occur. Once preliminary drawings for the structure have been prepared, we can make specific recommendations for further engineering studies.

Penstock

The ground surface along the east side of Cedar Draw generally slopes on about a one and one-half to one. The materials comprising the talus slope range from boulder size rock to rock containing sand and silt. These materials range in consistency from being loose and unstabled to dense or cemented and somewhat stable. Based on our interpretation of the aerial photographs and our site inspection, we believe that bedrock occurs at or near the ground surface and will provide an excellent foundation for the penstock. However, if bedrock does not occur near the ground surface, alternatives to supporting the penstock would be:

(1) Supporting the penstock on native soil. The point of support would occur where the slope would be exposed if graded on a 2:1 slope.

(2) Supporting the penstock by pier foundations at predetermined locations along the penstock. Support for the pier foundations would be achieved by foundation soils located at least below a projected 2:1 ground surface from the base of the draw.

(3) Directly supporting the penstock on the talus in areas where talus occurs.

It is our preliminary opinion the surficial materials comprising the talus would need to be graded in order to prepare a structural bed for the penstock. Once a structural bed had been graded, bedding would need to be placed over the talus in order to prevent puncturing of the penstock. We believe this could be accomplished by placing a geotextile fabric over the talus and then placing fine sand or gravel over the fabric.

Forebay Structure

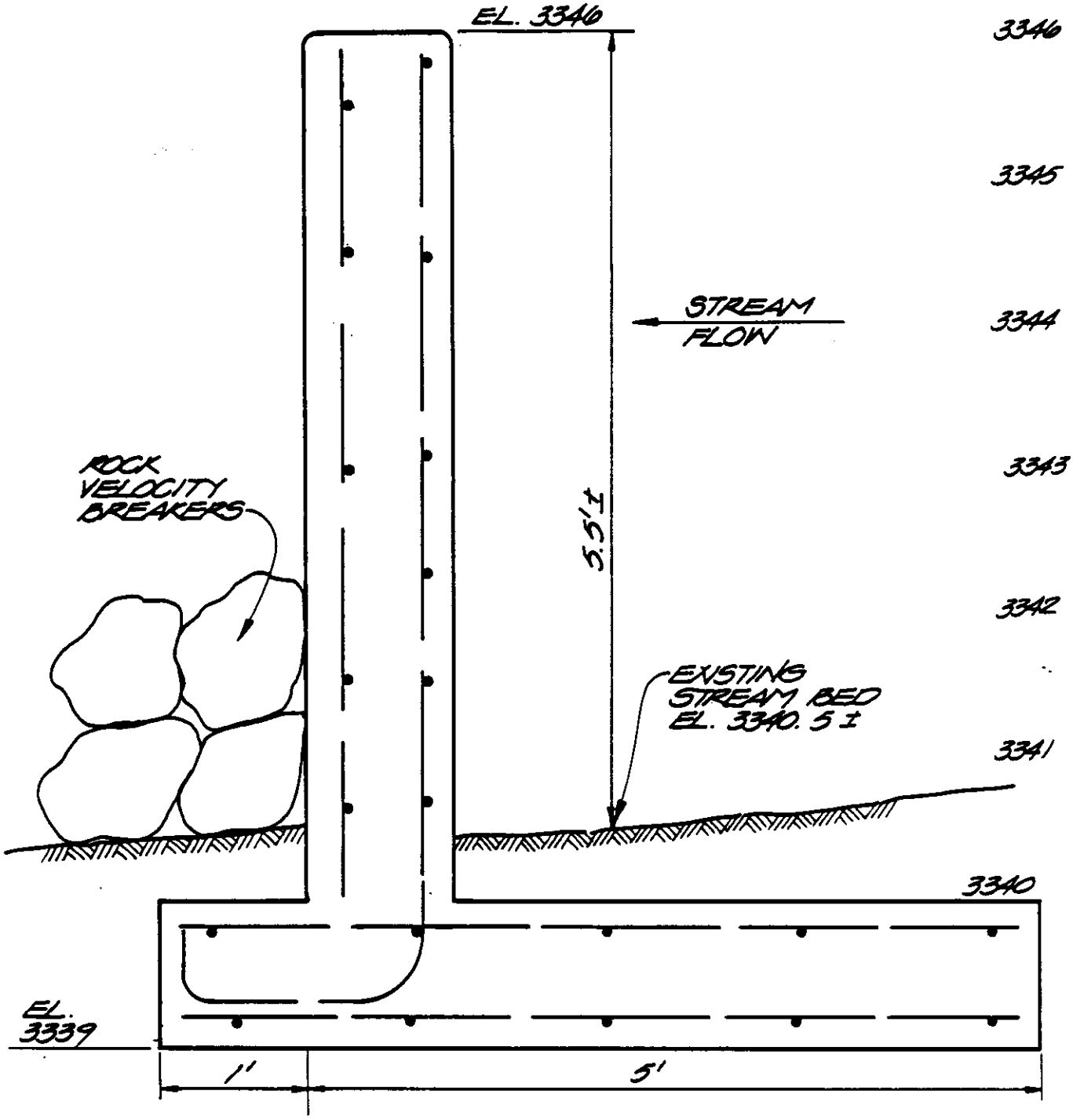
It is our preliminary opinion that the forebay structure can be supported by basalt bedrock due to the apparent close proximity of the bedrock to the present ground surface at the proposed site of the structure. We anticipate that support for the structure can be achieved by spread footings structurally connected to the basalt. We anticipate that some blasting may be necessary in order to prepare a proper foundation for the structure. We should be present during construction to assess in more detail the quality of the basalt for support of the structure.

Powerhouse

It is our opinion that the powerhouse can be constructed on the native fine sands and gravels underlying the fill that was encountered at Boring 1. Support for the powerhouse can be achieved using spread footings. Soil engineering parameters in order to design the footings can be recommended by us once laboratory testing has been authorized.

CONCLUSIONS

It is our opinion that a more detailed investigation be performed prior



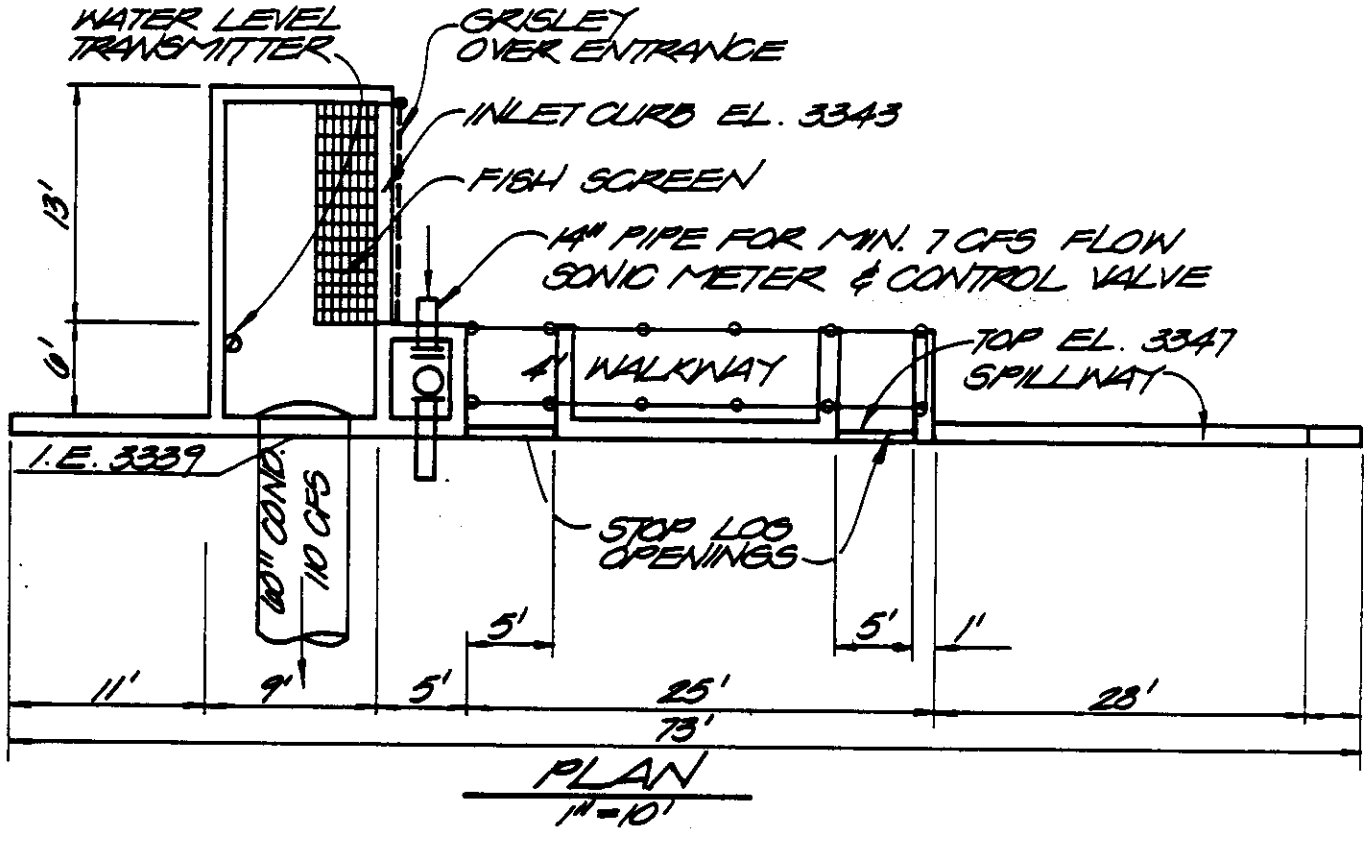
SCALE - 1" = 10'

THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983.

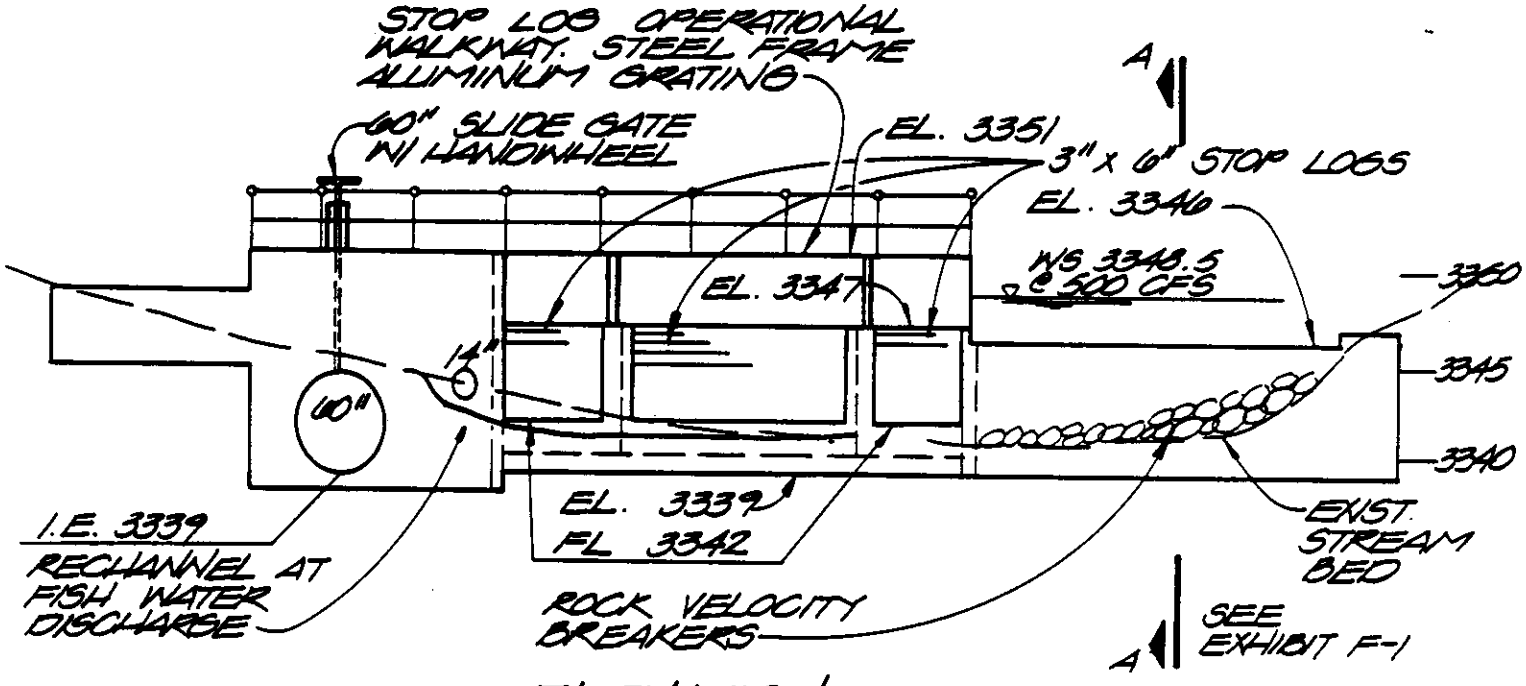
LPM

SECTION F
EXHIBIT F-1
DIVERSION STRUCTURE
SPILLWAY SECTION A-A

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO



PLAN
1" = 10'



ELEVATION

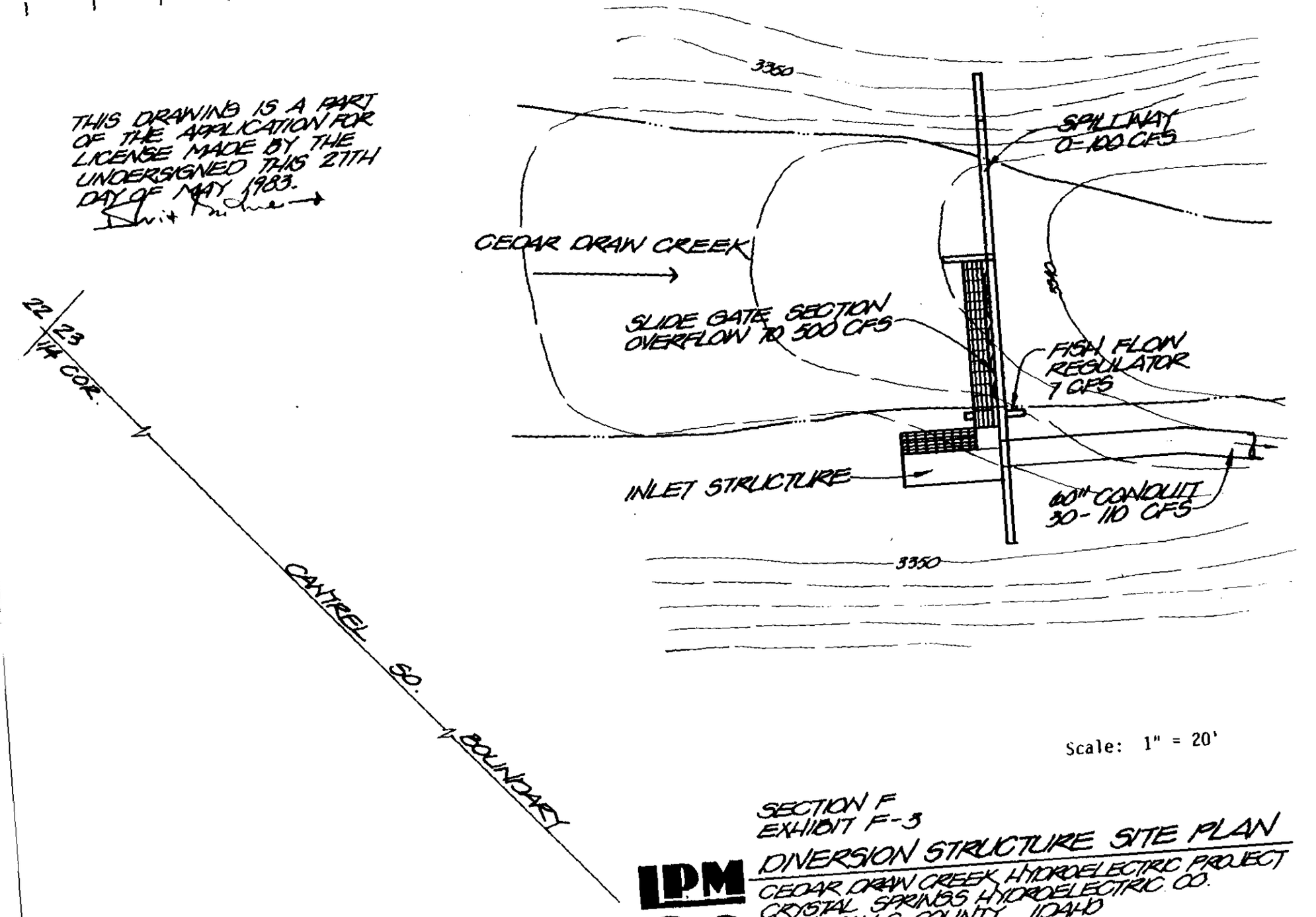
THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983.

SECTION F
EXHIBIT F-2

DIVERSION STRUCTURE

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO

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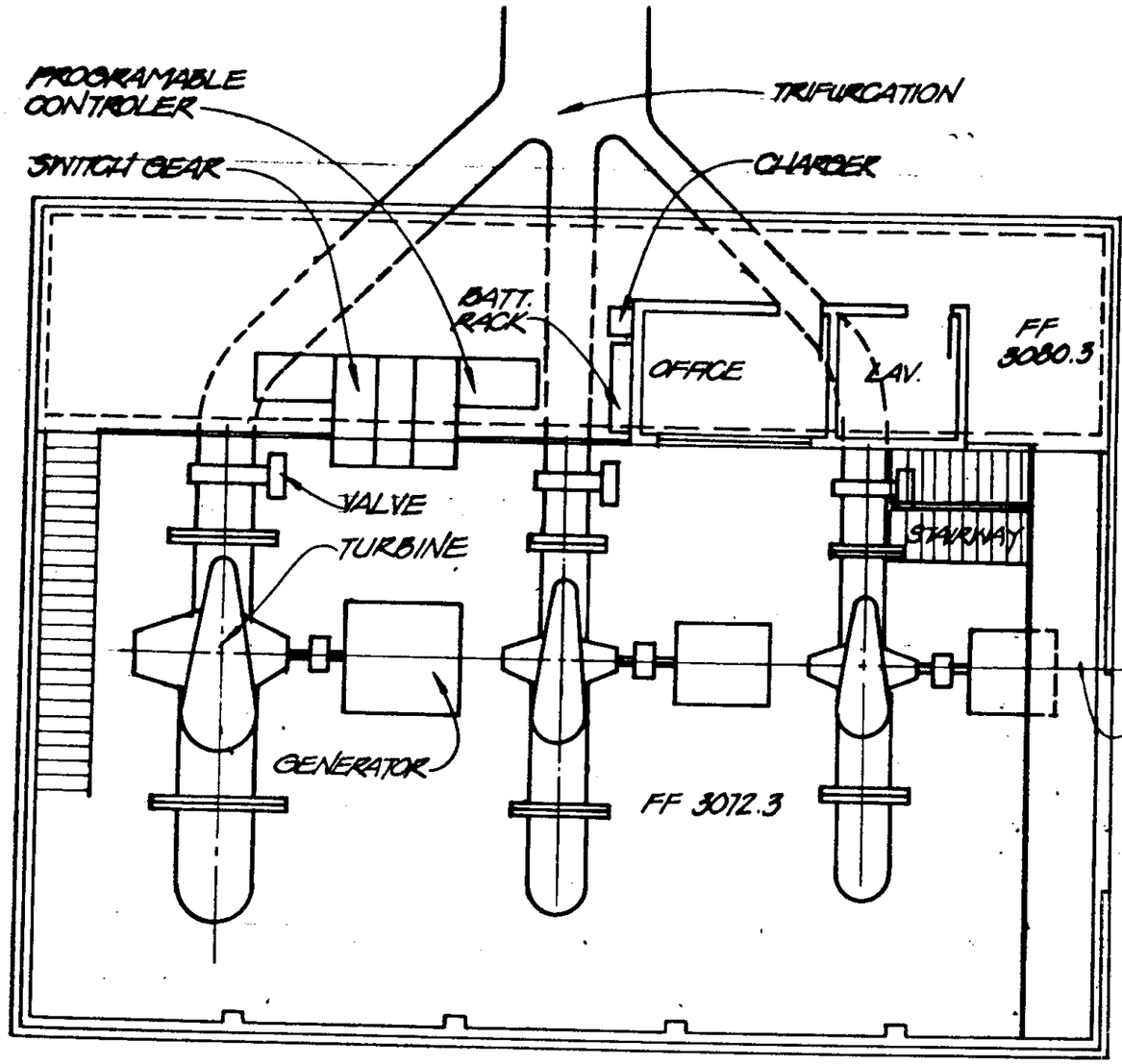


Scale: 1" = 20'

SECTION F
EXHIBIT F-3

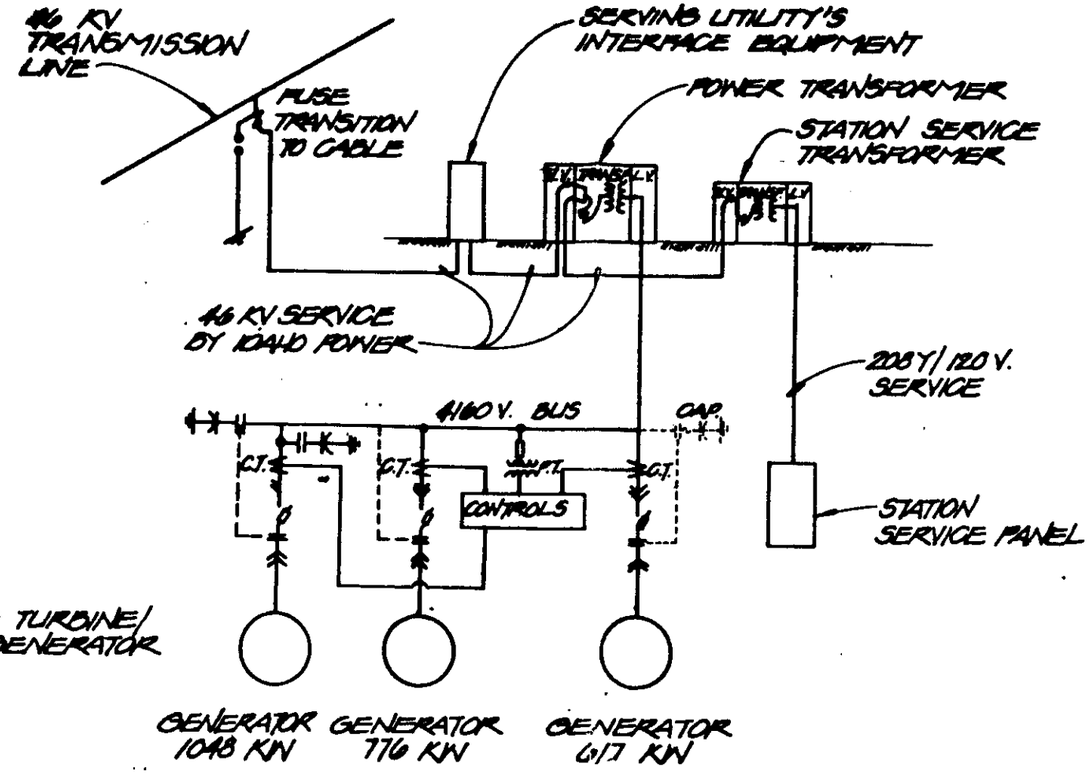
DIVERSION STRUCTURE SITE PLAN

CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CEDAR DRAW CREEK HYDROELECTRIC CO.
CRYSTAL SPRINGS HYDROELECTRIC CO.
TWIN FALLS COUNTY, IDAHO



POWER HOUSE LAYOUT

NOT TO SCALE



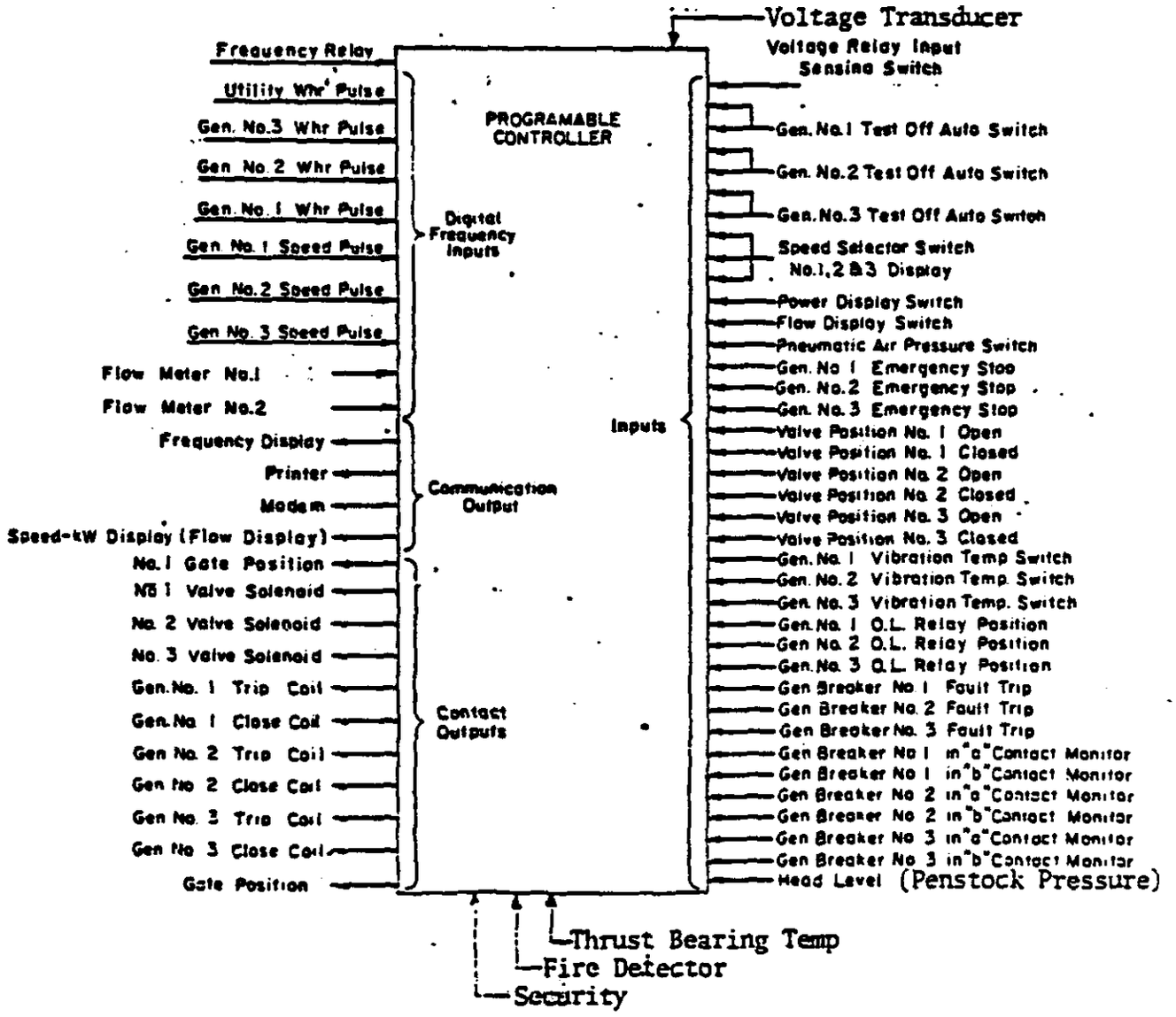
POWER ONE-LINE PRELIMINARY LAYOUT

THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY, 1983. REV. 3-13-84

SECTION F
EXHIBIT F-4
POWER PLANT

IPM

OSOAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC COMPANY
TWIN FALLS COUNTY, IDAHO

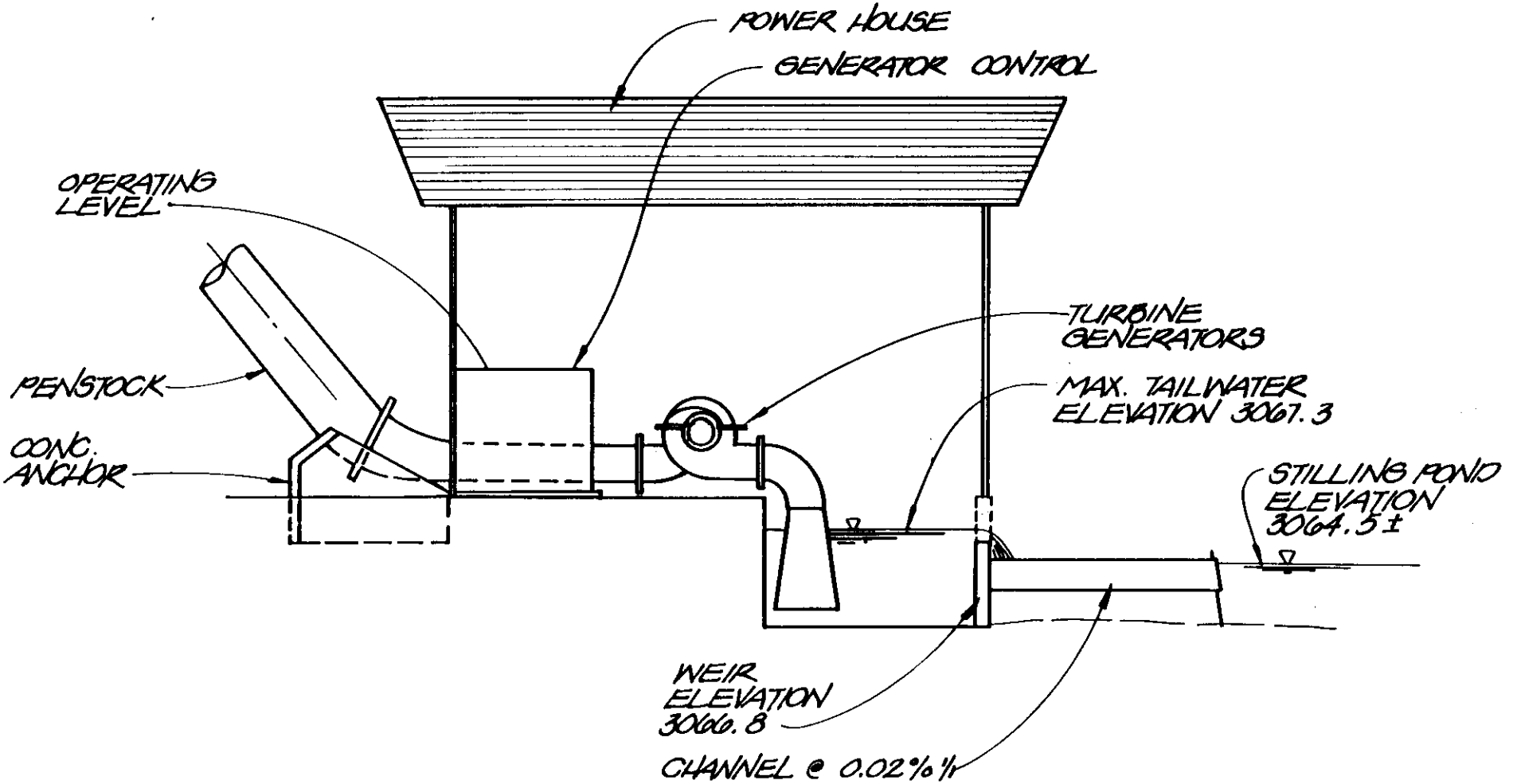


THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983. REV. 3-13-84

SECTION F
EXHIBIT F-5

ELECTRICAL CONTROLS

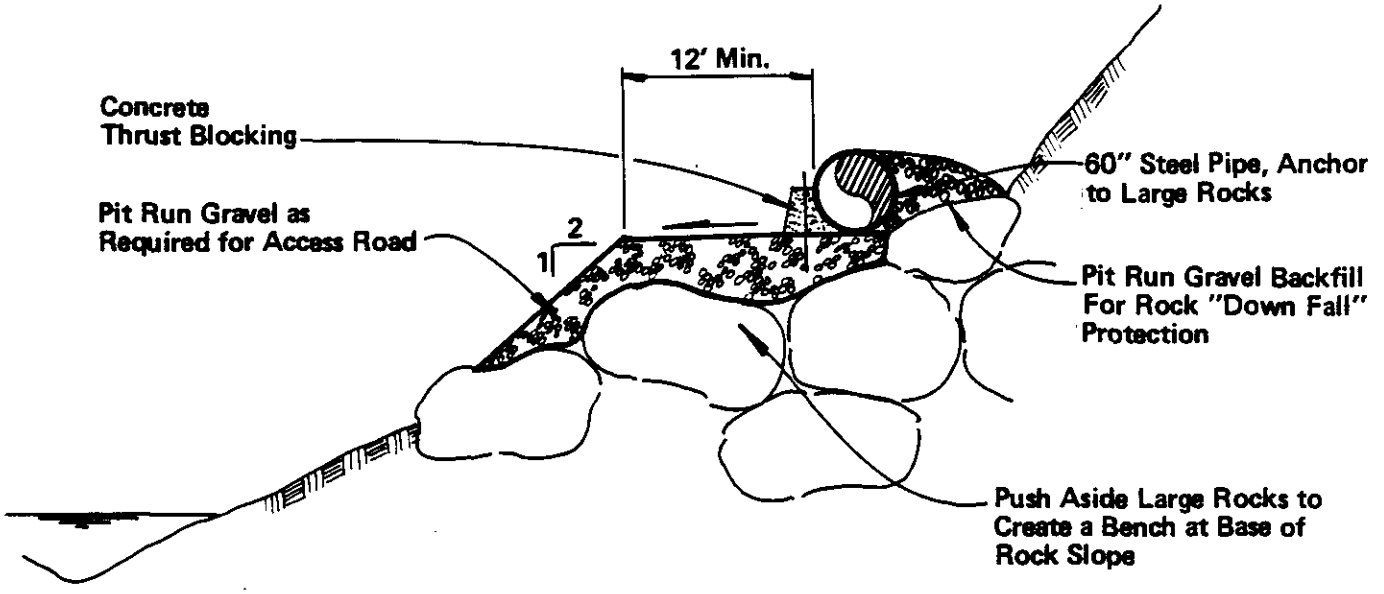
CEDAR DRAW CREEK HYDROELECTRIC PROJECT
CRYSTAL SPRINGS HYDROELECTRIC COMPANY
TWIN FALLS COUNTY, IDAHO



THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY, 1983. REV. 3-13-84

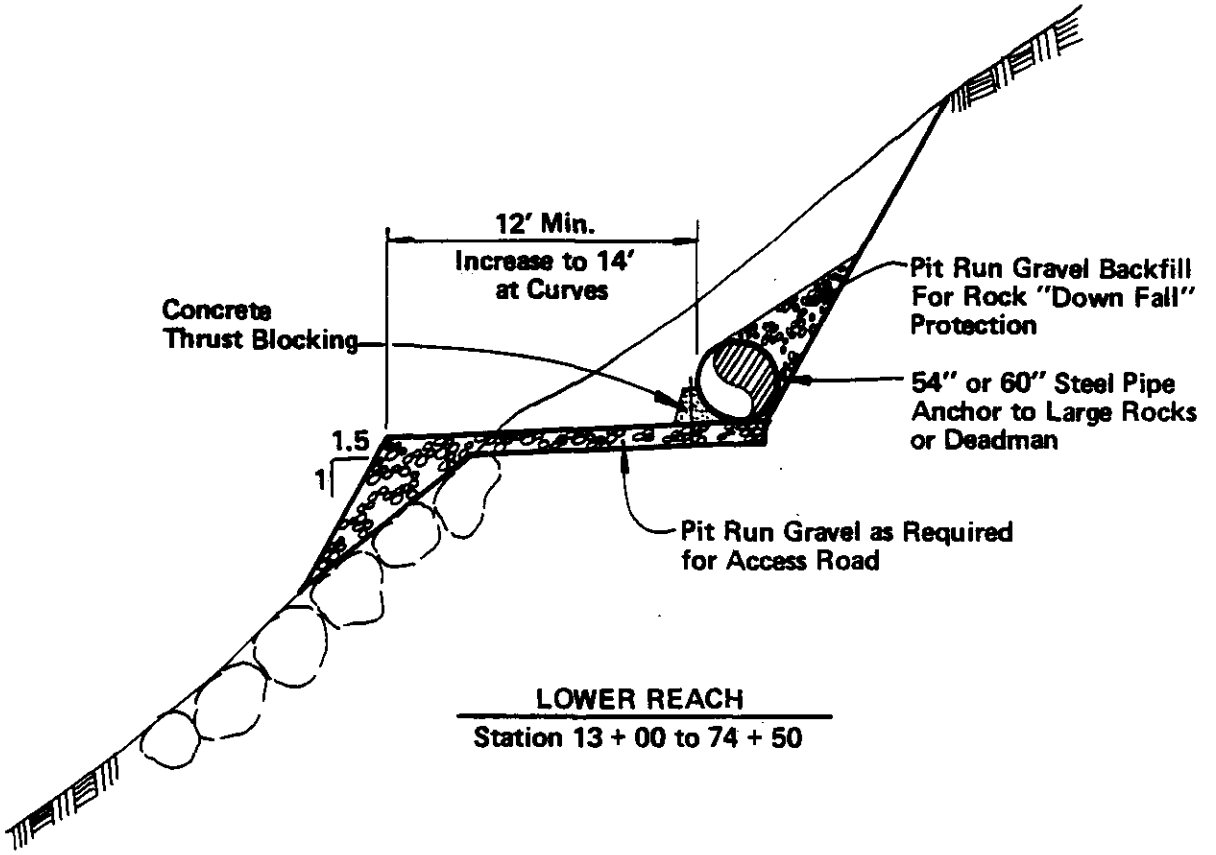
SECTION F
EXHIBIT F-6
POWER PLANT ELEVATION

CEDAR DRAW CREEK
HYDROELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



UPPER REACH

Station 0 + 00 to 13 + 00 12' Min.



LOWER REACH

Station 13 + 00 to 74 + 50

THIS DRAWING IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE UNDERSIGNED THIS 27TH DAY OF MAY 1983.

SECTION F
EXHIBIT F-7 Revised

LPM

PIPELINE ACCESS ROAD SECTIONS
Cedar Draw Creek Hydroelectric Project
Crystal Springs Hydroelectric Company
Twin Falls County, Idaho

RECEIVED
MAR 19 1982
Department of Water Resources
Southern District Office

PRELIMINARY PERMIT APPLICATION
FOR A
MINOR WATER POWER PROJECT
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH - APPLICANT
TWIN FALLS COUNTY, IDAHO
March, 1982

MICROFILMED

BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
APPLICATION FOR PRELIMINARY PERMIT
UNDER PART I OF THE FEDERAL POWER ACT

(1) The Applicant, Crystal Springs Ranch, a partnership, applies to the United States of America Federal Energy Regulatory Commission for a Preliminary Permit for the proposed Cedar Draw hydro-electric project, as described in the attached exhibits. This application is made in order that the Applicant may secure and maintain priority of application for a license for the project under Part I of the Federal Power Act while obtaining the data and performing the cts required to determine the feasibility of the project, and to support an application for a license.

(2) The location of the proposed project is the NE 1/4 NE 1/4; NW 1/4 NE 1/4; SW 1/4 NE 1/4; and NW 1/4 SE 1/4 of Section 14, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho, situated approximately one (1) mile south of the Snake River on Cedar Draw Creek, north and west of Filer, Idaho.

(3) The address of the Applicant authorized to act as agent for the partnership is:

Mr. L. R. Bylund, Partner
Crystal Springs Ranch
P. O. Box 109
Buhl, Idaho 83316
(208) 326-4170

Mr. John A. Rosholt
P. O. Box 1906
Twin Falls, Idaho 83301

Technical assistance in the preparation of this document was provided by Land Planning & Management, Inc.'s Consultant/Study/Design team comprising the following key personnel:

David R. Millard, P.E., P.L.S.
Civil/Environmental Engineering

David B. Diehl, P.E.
Civil/Hydraulic Engineering

Arthur Lie, P.E.
Electrical/Power Engineering

John Rosholt
Legal Counsel

(4) Crystal Springs Ranch is a general partnership organized under Idaho law.

(5) The proposed term of the requested permit is 24 months.

DATED this 11th day of March, 1982.

CRYSTAL SPRINGS RANCH
A Partnership

By: L R Bylund
L. R. Bylund, Partner

VERIFICATION

STATE OF IDAHO)
) ss.
County of Twin Falls)

L. R. Bylund, being duly sworn on behalf of Crystal Springs Ranch, a partnership, says:

That he is a partner of said partnership, that he has read the foregoing Application for a Preliminary Permit for a Small Hydroelectric Facility Under Part I of the Federal Power Act, knows the contents thereof, and believes the same to be true.

L R Bylund
L. R. Bylund, Partner

SUBSCRIBED and SWORN to before me this 11th day of March, 1982.

Tana A. Rosholt
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

EXHIBIT "1"

(1) The number, physical composition, dimensions, general configuration and, where applicable, age and condition, of any damages, spillways, penstocks, powerhouses, tailraces, or other structures, whether existing or proposed, that would be part of the project.

General Project Data. The Applicant proposes to develop a hydro-electric facility on Cedar Draw Creek, approximately 1 mile south of the Snake River, Twin Falls County, Idaho, utilizing variable flows up to 100 c/f/s. The proposed project encompasses 4,050 lineal feet of 60" conduit from the intake structure in Cedar Draw Creek within said NW 1/4 SE 1/4 to a forebay structure, which is the headworks of the penstock located in said NW 1/4 NE 1/4; and 300 lineal feet of 54" penstock terminating at a generator(s) located within said NE 1/4 NE 1/4. The project lies wholly within Section 14 on land in private ownership. No public lands or reservations are involved in this application. The Applicant owns the NE 1/4 NE 1/4 of Section 15, where the generator will be located, and proposes to acquire the right-of-way for the inlet/conduit/penstock by condemnation or negotiation (see vicinity map appended hereto).

Specific Project Data.

(a) Inlet Structure. This project will utilize a diversion structure within Cedar Draw Creek to divert all flows over 7 c/f/s, up to 100 c/f/s, to the hydro-electric works. A small pond, varying in depth depending on stream flows, will be constructed to serve dually as a sedimentation and storage facility. The water surface elevation at this pond wil be EL 3170. The intake works will consist of a reinforced concrete structure, with movable gatges for flow control, funneled, or channeled, to a 60" conduit outlet. During periods of low flows, 7 c/f/s would remain in the creek system to maintain aquatic and fish life, while the remaining water over 7 c/f/s would be utilized for power generation. During periods of high flows, only 100 c/f/s would be diverted into the power plant, while all flows over 100 c/f/s would remain within the creek system.

(b) Conveyance Conduit. It is proposed to install approximately 4,050 lineal feet of conduit along the west slope of Cedar Draw at a minimum gradient, following somewhat an existing contour. Dependent on future study, the Applicant will utilize 60"CMP, 12 gauge, with watertight gasketed-levee bands bedded to the springline but without backfill over pipe

soffit. The conduit will be designed to transport a maximum flow of 100 c/f/s as per State of Idaho **Water Right Permit No. 47-7767 (pending).**

(c) Forebay Structure. The conveyance conduit will terminate in a reinforced concrete structure utilized to stabilize said flows, thereby preventing or minimizing water surges, as well as transitional to the penstock. The structure serves as a junction between the two different conduits. An emergency overflow will be provided to pass excessive flows should they ever occur.

(d) Penstock. One penstock will transport flows to the turbines. It is anticipated that the penstock will be steel pipe, 1/4" wall thickness, 54" diameter, approximately 300 feet long. The Applicant proposes to bury the penstock for structural stability and aesthetics.

(e) Powerhouse. This application proposes to study further alternatives in developing the energy potential of the project. There are two possible methods of developing the power source as follows:

Basic Criteria

Intake elevation	3,170 feet
Tailwater elevation	3,070 feet
Design flow	100 c/f/s
Design capacity	700 KW

Alternate No. 1

1,000 HP Francis Turbine with a 700 KW asynchronous generator.

Alternate No. 2

1 - 700 HP Francis Turbine with a 500 KW asynchronous generator, and
1 - 350 HP Francis Turbine with a 250 KW asynchronous generator.

Ultimate selection will be made after careful study of environmental impact, cost, complexity, maintainability, etc. Power will be generated at 480 volts and stepped up to the distribution voltage through a conventional, paid mounted transformer.

With the proposed system, it would be necessary for conventional power to be available at the site in order to generate power. Alternatives other than those described above will of course be studied during the detail design phase of the project.

(f) Tailrace. The tailrace will be constructed in conjunction with a stilling basin to dissipate energy created by high velocity flows through the powerhouse.

(g) Appurtenances. The switch yard and control facilities will be located in the canyon above any flooding limits. Power generated in the plant will be distributed by connecting the plant to the local commercial 12.5 KV distribution system in the area.

2. The estimated number, surface area, storage capacity, normal maximum surface elevation (mean sea level) of any reservoirs, whether existing or proposed, that would be part of the project.

Reservoir/Impoundment Criteria. With the exception of ponding as a result of intake/diversion and tailrace/stilling basin structures, no new reservoirs of impoundments would be created by this project. The pool elevation at the intake structure is 3,170 during average flows, and 3,070 at the stilling basin, during average flows.

3. The estimated number, length, voltage, interconnections, and where applicable, age and condition, of any primary transmission lines whether existing or proposed, that would be part of the project.

Transmission Facilities. It is proposed to construct approximately 4 miles of 12.5 KV transmission line to an existing Idaho Power Company (IPCO) 12.5 KV line.

4. The total estimated average annual energy production and installed capacity (provide only one energy and capacity value), the hydraulic head for estimating capacity and energy output, and the estimated number, rated capacity, and, where applicable, the age and condition, of any turbines and generators, whether existing or proposed, that would be part of the project works.

Energy Production. The basis for projecting the power production of this project is derived from analyzing the stream flows, both recorded and estimated, and assuming that seven (7) c/f/s must be left in the stream bed at all time. Further, it is assumed that the minimum waterflow necessary to generate power is 15 c/f/s, which will necessitate a minimum stream flow of 22 c/f/s for generation. The project can only generate at full capacity when a stream flow is 107 c/f/s and above.

Stream Flow Composite (Recorded*/Estimated)

10 to 265 c/f/s	-	East branch Cedar Draw Creek (recorded stream flows)
18 to 42 c/f/s	-	West branch Cedar Draw Creek (historical estimates)
8 to 15 c/f/s	-	Intermediate tributary (historical estimate)
+10 c/f/s	-	Seeps along canyon walls (historical estimate)
46 c/f/s - 332 c/f/s		

On an annual basis, the power availability amounts to approximately 80% (89% yearly average x 0.90 efficiency factory) of the design capacity.

Assuming a design capacity of 700 KW at 80% production, the annual power generation will be:

700 x 24 x 365 x 0.80 = $4,905,600 KWH/year

The turbine/generators are described under the title "Powerhouse" above.

5. All lands of th United States that are enclosed within the proposed project boundary described under paragraphs (e)(3) of this section, identified and tabulated on a separate sheet by legal subdivisions of a public land survey of the affected area, if available.

Public Lands. No public lands or reservations are involved in this application.

6. Any other information demonstrating in what manner the proposed project would develop, conserve, and utilize in the public interest the water resources of the region.

Other Pertinent Information. While the Applicant has applied to the Stte of Idaho Department of Water Resources for 100 c/f/s (Permit No. 47-7767), it is possible that the application could be amended to allow greater flows to be utilized during high stream flows (see Exhibit "A" - Cedar Draw Stream Flows - 1971, appended hereto and Estimated Historical Flows shown hereinabove).

Due to the Applicant's property interests, and water right application, the Applicant contends that it is to the public's interest to utilize this water resource for power generation without depletion and/or significant impact on this resource.

EXHIBIT "2"

(1) For any proposed project, a study plan containg the description of:

(i) Any studies, investigations, tests, or surveys that are proposed to be carried out, and any that have already taken place, for the purposes of determining the technical, economic, and financial feasibility of the proposed project, taking into consideration its environmental impacts, and of preparing an application for a license for the project.

Site/Project Evaluation. The Applicant proposes to perform the following additional studies, investigations, tests and/or surveys to compliment the initial project analysis for the purpose of determining the technical, economic and financial feasibility of the proposed project:

(a) Site assessment through survey, reconnaissance and research into existing maps. This will include a detailed topographic site survey.

(b) Geological reconnaissance and investigation for the purposes of determining intake/conveyance conduit/penstock/powerhouse locations.

(c) Hydraulics and hydrology characteristics of the stream system. This would be accomplished by researching historical flow data furnished by the U.S. Geologic Survey, University of Idaho, U.S. Water and Power Resources Service, State of Idaho Department of Water Resources and Twin Falls Canal Company.

(d) Water surface profiles, i.e., stream bed profiles. These profiles will be determined by the topographic mapping obtained under Item 1 hereinabove.

(e) Civil engineering tasks, including determination of the diversion/conveyance and powerhouse requirements, turbine/generator arrangements and recommendations for the intake/forebay/tailrace/stilling basin structural configurations. Location and acceptability of any existing roadways permitting access to the facilities must be determined.

(f) Electrical engineer tasks, including research of swith gear requirements, voltage ratings for generators and step-up transformers. Length and voltage of transmission lines from the site, as well as utility intertie requirements, would be determined.

(g) Operating schedule development by power output projections.

(h) Estimated project costs for all structures and facilities, including conveyance systems, intake and outlet works, turbine/generator and electrical equipment, access road construction and installation of equipment.

(i) Project development schedule.

(j) Environmental considerations, including perpetuation of the existing fish propagation within the creek system, with resultant impacts, together with the potential turbine operation impacts on the existing fishery. Contact would be made with the state and federal fish and wildlife agencies for their comments, terms and conditions regarding installation of the facility.

(k) Legal investigations for research into the finalization of necessary water rights, including possible additional flow rights necessary for increased energy production. Determination and acquisition of adjacent land ownership and rights-of-way for conveyance systems and transmission lines. Acquisition of necessary permits for installation of the hydro-electrical facility, including research into the local, state and federal laws concerning hydro-electricl development. Under this task, the application for license would be compiled.

(ii) The approximate location and nature of any new roads that would be built for the purpose of conducting the study.

No new roads presently contemplated. Terrain may not allow road construction.

(2) Work plan for new dam construction. For any development within the project that would entail new dam construction, a work plan and schedule containing:

(i) A description, including the approximate location, of any field study, test, or other activity that may alter or disturb lands in the vicinity of the proposed project, including flood plains and wet lands; measures that would be taken to minimize any such disturbance; and measures that would be taken to restore the altered or disturbed areas.

Because rock is exposed throughout the areas of proposed construction, extensive explorations or field tests are not contemplated at this time.

(ii) A proposed schedule (a chart or graph which may be used), the total duration of which does not exceed the proposed term of the permit, showing the intervals at which the studies, investigations, tests, and surveys, identified under the paragraph are proposed to be completed.

Because preliminary layout and design for the project has been accomplished, the time required to prepare an application for license is governed by the requirements of an environmental impact statement. It is proposed to complete all necessary additional studies, investigations, tests, surveys, and environmental requirements within one year after a preliminary permit has been issued.

EXHIBIT "3"

(1) The estimated cost of carrying out and preparing the studies, investigations, tests, surveys, maps, plans or specifications identified under Exhibit "2".

Feasibility Study/License Application. It is estimated that the cost of professional services to perform the additional tasks outlined in Exhibit "2" would be $22,500.00, including preparation of the subsequent license application.

(2) The sources and extent of financing available to the applicant to carry out or prepare the studies, investigations, tests, surveys, maps, plans or specifications identified under Exhibit "2"; it is anticipated that the applicants will finance the activities necessary.

Available Financing. Crystal Springs Ranch, a partnership, is actively engaged in the production of livestock on their property immediately north of the proposed Cedar Draw hydro-electric project, and profits derived therefrom and through other partnership revenues, i.e., fish production, gravel sales and/or investment income will be utilized to cover design/legal expenses until financing can be acquired to construct the project. Any additional financing, if necessary, would be provided by the individual partners from outside sources. Applicant would also propose to pledge a cogeneration contract with Idaho Power Company.

(3) A description of the proposed market for the power generated at the project, including:

(i) The identity of the proposed purchaser(s) of the prower, and any information that is available concerning the revenues to be derived from the sale of the power; or

(ii) If the applicant proposes to utilize the power output, the size of the applicant's power system, system peak demand and annual energy requirements, and the number of customers served by the applicant.

Power Generated Market. Pursuant to the mandates of the Idaho Public Utilities Commission Order No. 16025, the Idaho Power Company has established payment rates for the purchase of cogenerated power. It would be intended to market the capacity and energy produced at the Cedar Draw hydro-electric project to Idaho Power Company under the following rates and assuming the following condtions:

(1) 6.5¢/kwh escalated 8% per annum to the first year of operation and escalated 8% per annum each year thereafter.

(2) 35 year contract.

If the power is worth 6.5¢/kwh, the gross annual revenues will be approximately $318,900.00.

Exhibit "4"

Maps.

(1) Location of the project as a whole:

See Vicinity Map, Exhibits "A".

(2) The relative location and physical interrelationships with the principle project features identified under Exhibit "1":

See Exhibit "B".

(3) A proposed boundary for the project, enclosing:

(i) All principal project features identified:

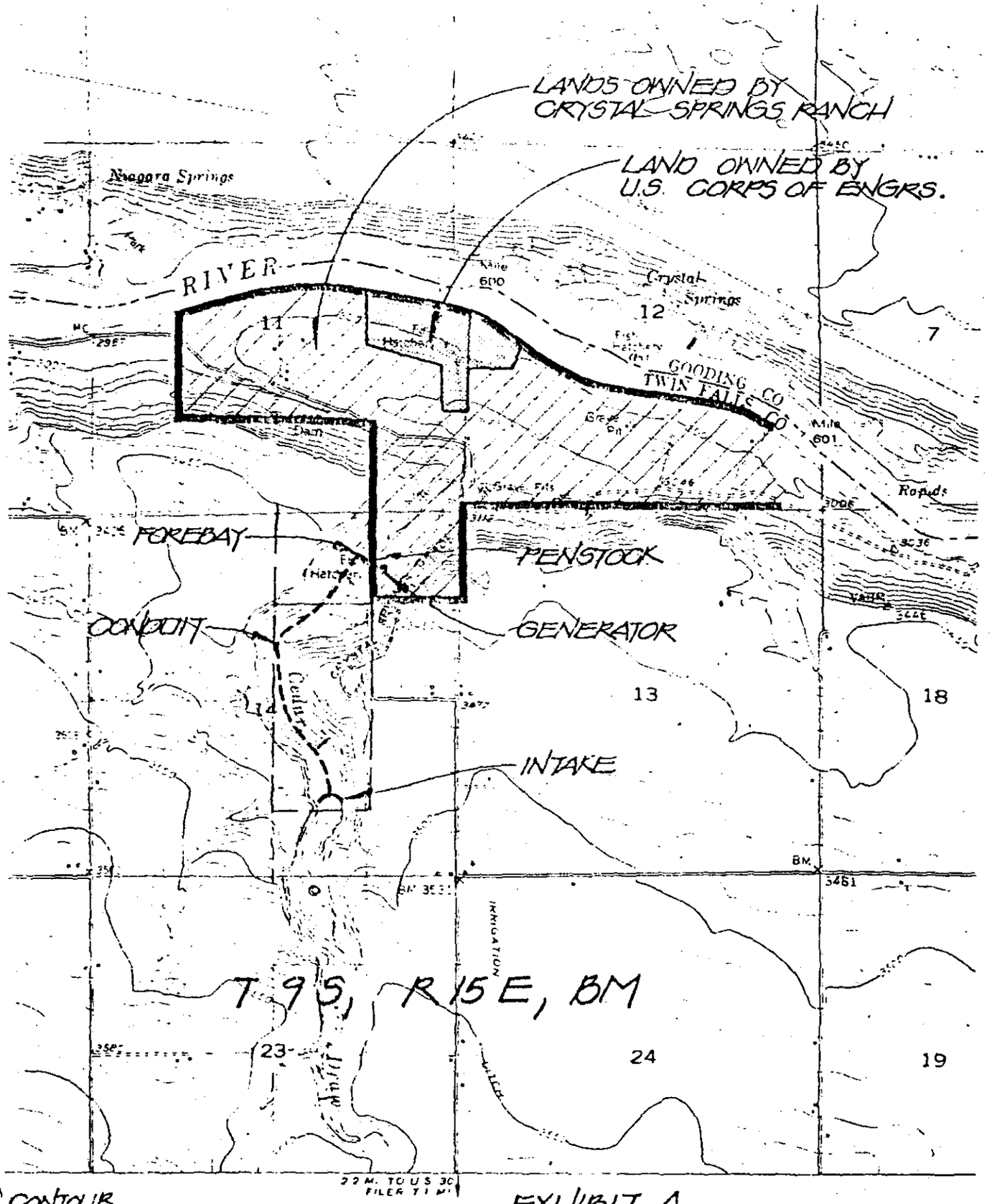
See Exhibit "C".

(ii) Non-federal lands necessary for purposes of the project:

See Exhibit "C".

(4) To the knowledge of the Applicant, none of the project area has been included in or been designated for study as a part of the National Wild and Scenic Rivers System. There are no designated wilderness areas, or areas recommended for designation as wilderness, or designated as wilderness study areas to the knowledge of the Applicant.

None.



CONTOUR INTERVAL = 10 FT.

LPM

EXHIBIT A
VICINITY MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

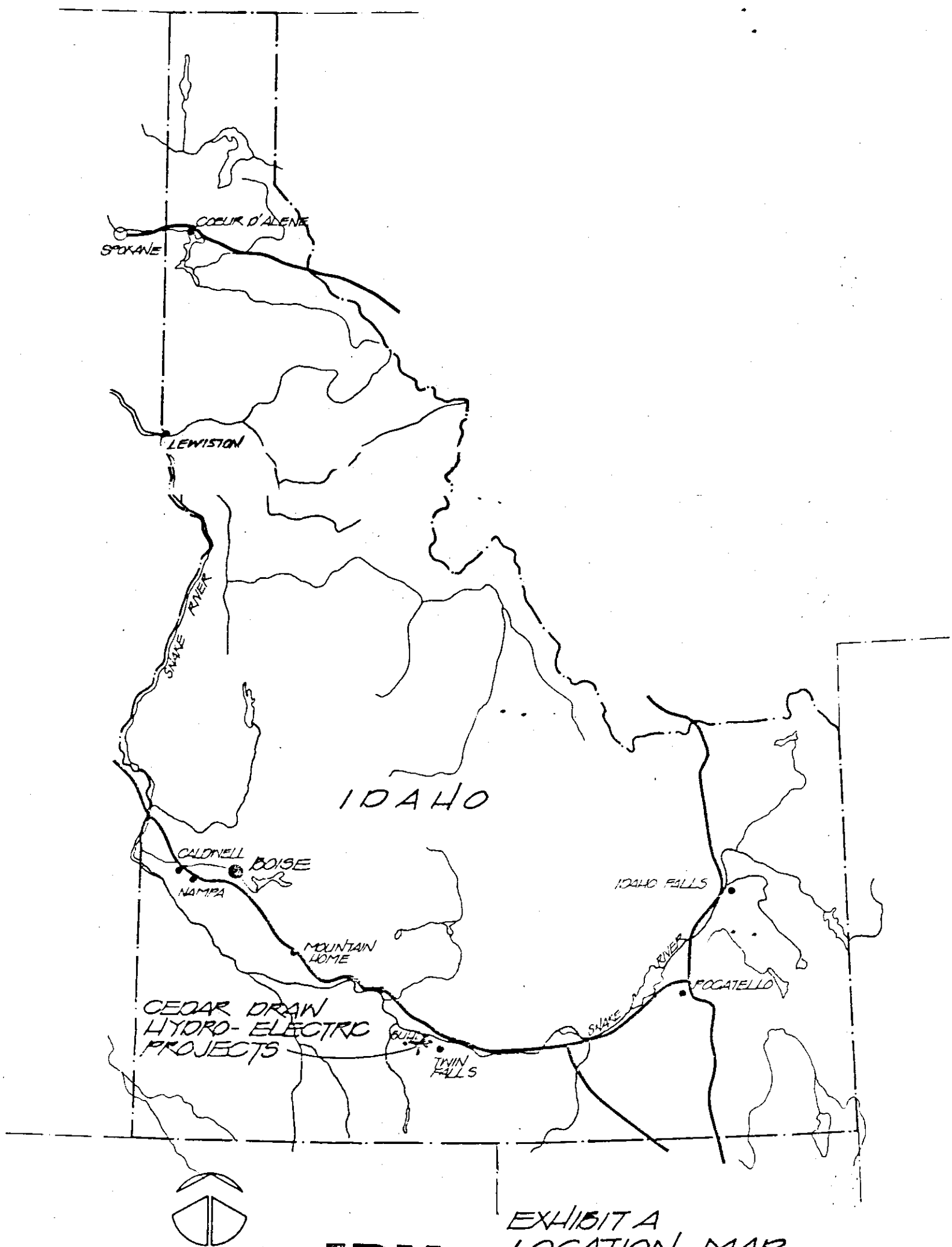
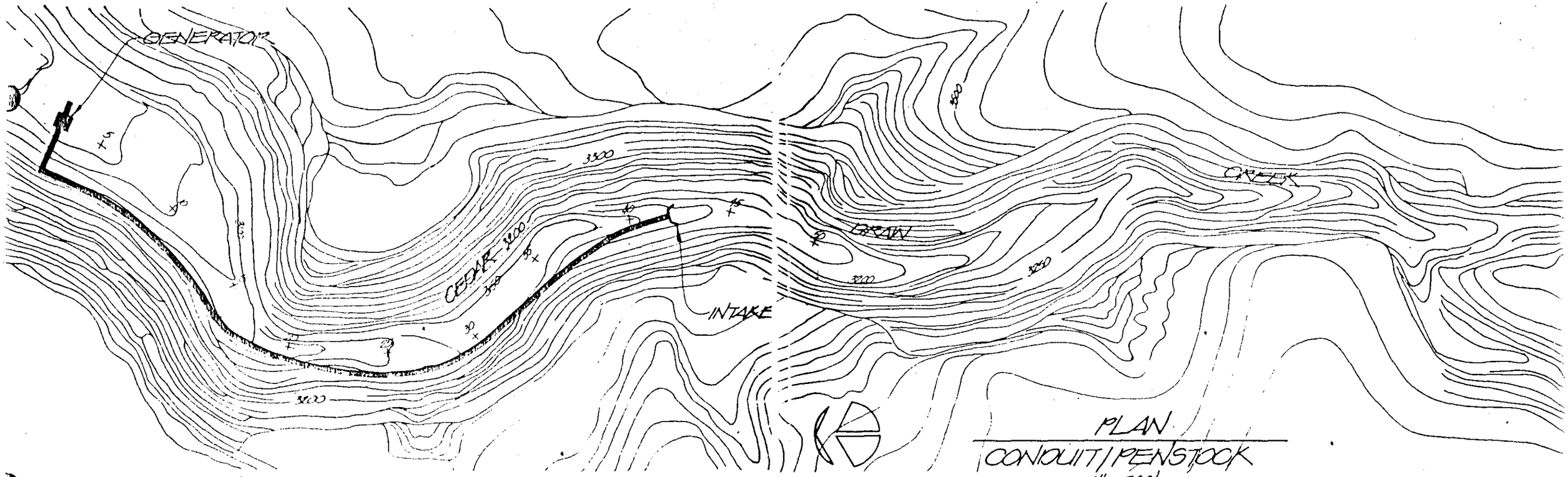
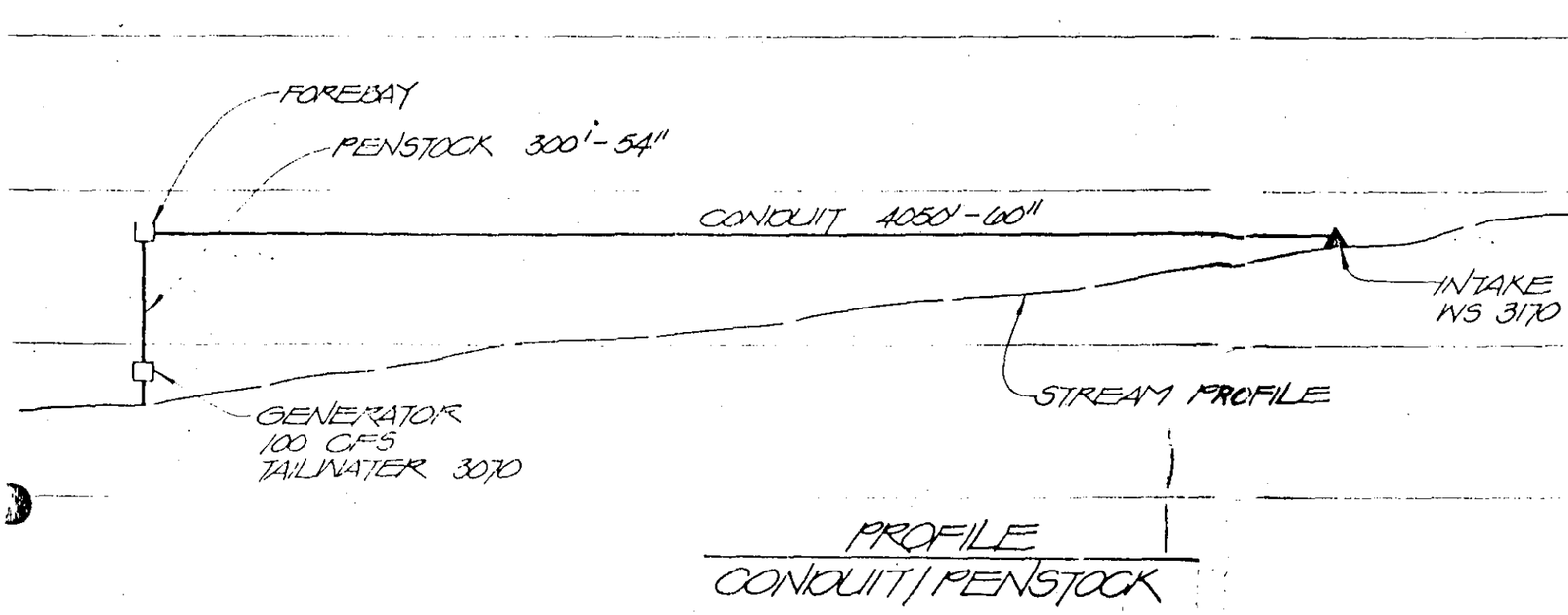


EXHIBIT A
LOCATION MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



PLAN
CONDUIT / PENSTOCK
1" = 500'



PROFILE
CONDUIT / PENSTOCK

EXHIBIT B
PROJECT PLAN
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

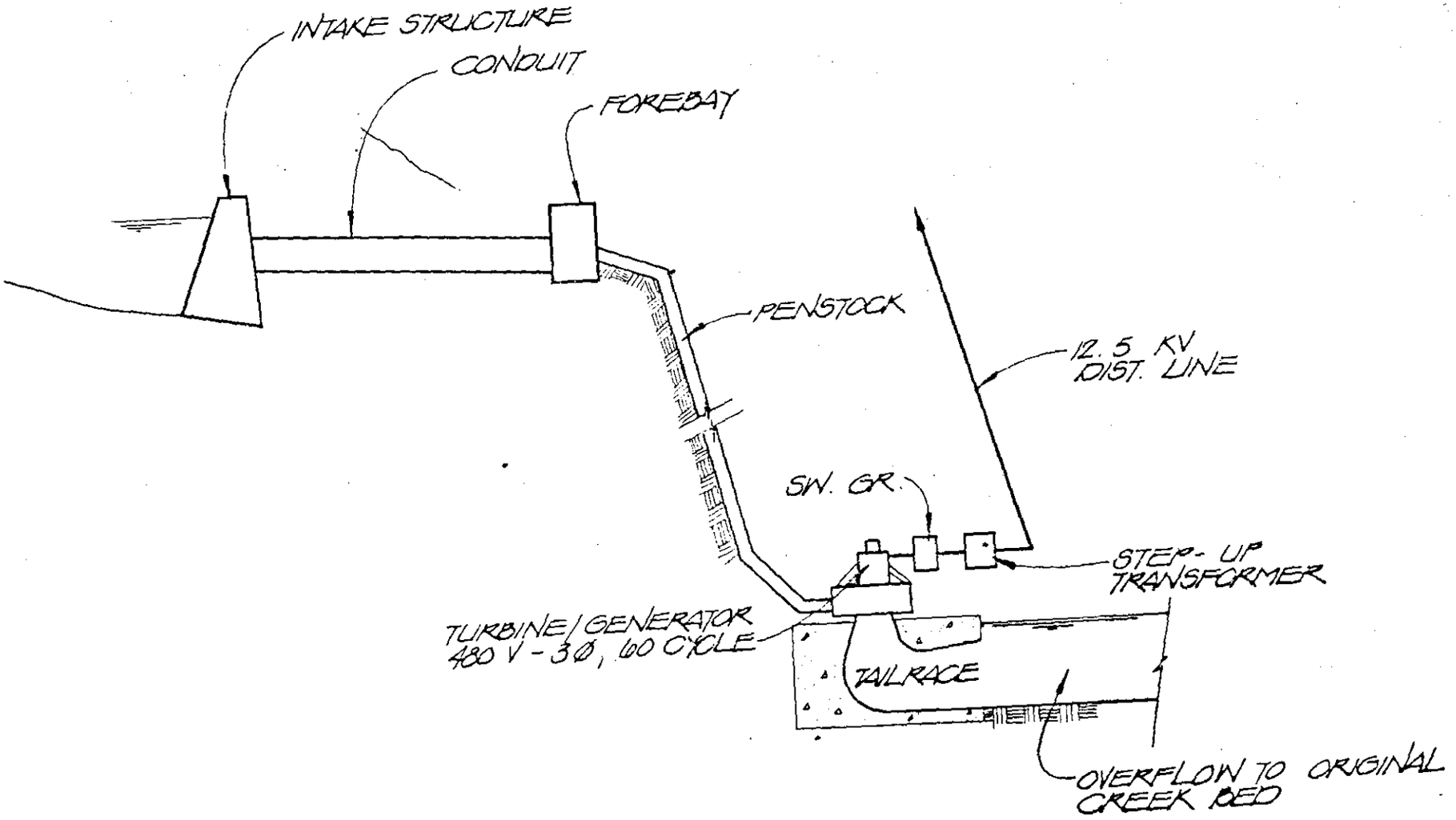


EXHIBIT B
PROJECT DETAILS

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

LANDS OWNED BY CRYSTAL SPRINGS RANCH
LAND OWNED BY U.S. CORPS OF ENGRS.
Niagara Springs
RIVER
Crystal Springs
GOODING CO
TWIN FALLS CO
Rapids
FOREBAY
PENSTOCK
CONDUIT
GENERATOR
INTAKE
TRANSMISSION LINE
Cedar Draw
T 9 S, R 15 E, BM
11
12
13
18
19
23
24
7
CONTOUR INTERVAL = 10 FT.
LDM
Exhibit C
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

UNDERLINED

PRELIMINARY PERMIT APPLICATION
FOR A
MINOR WATER POWER PROJECT
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH - APPLICANT
TWIN FALLS COUNTY, IDAHO

MAY, 1982

RECEIVED
MAY 26 1982
Department of Water Resources
Southern District Office

BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION
APPLICATION FOR PRELIMINARY PERMIT
UNDER PART I OF THE FEDERAL POWER ACT

(1) The applicant, Crystal Springs Ranch, a partnership, applies to the United States of America Federal Energy Regulatory Commission for a Preliminary Permit for the proposed Cedar Draw hydro-electric project, as described in the attached exhibits. This application is made in order that the Applicant may secure and maintain priority of application for a license for the project under Part I of the Federal Power Act while obtaining the data and performing the acts required to determine the feasibility of the project, and to support an application for a license.

(2) The location of the proposed project is the SW ¼ SE ¼ of Section 14 and NW ¼ NE ¼ of Section 23, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho, situated approximately one (1) mile south of the Snake River on Cedar Draw Creek, north and west of Filer, Idaho.

(3) The address of the Applicant authorized to act as agent for the partnership is:

Mr. L. R. Bylund, Partner
Crystal Springs Range
P. O. Box 109
Buhl, Idaho 83316
(208) 326-4170

Mr. John A. Rosholt
P. O. Box 1906
Twin Falls, Idaho 83301

Technical assistance in the preparation of this document was provided by Land Planning & Management, Inc.'s Consultant/Study/Design team comprising the following key personnel:

David R. Millard, P.E., P.L.S.
Civil/Environmental Engineering

David B. Diehl, P.E.
Civil/Hydraulic Engineering

Arthur Lie, P.E.
Electrical/Power Engineering

John Rosholt
Legal Counsel

(4) Crystal Springs Ranch is a general partnership organized under Idaho law.

(5) The proposed term of the requested permit is 24 months.

DATED this 18th day of May, 1982.

CRYSTAL SPRINGS RANCH
A Partnership

By: L. R. Bylund
L. R. Bylund, Partner

VERIFICATION

STATE OF IDAHO)
) ss.
County of Twin Falls)

L. R. Bylund, being duly sworn on behalf of Crystal Springs Ranch, a partnership, says:

That he is a partner of said partnership, that he has read the foregoing Application for a Prelimianry Permit for a Small Hydroelectric Facility Under Part I of the Federal Power Act, knows the contents thereof, and believes the same to be true.

L. R. Bylund
L. R. Bylund, Partner

SUBSCRIBED and SWORN to before me this 18th day of May, 1982

Betty Schmidt
NOTARY PUBLIC FOR IDAHO
Residing at ~~Twin Falls~~, Idaho
Filer

EXHIBIT "1"

(1) The number, physical composition, dimensions, general configuration and, where applicable, age and condition, of any damages, spillways, penstocks, powerhouses, tailraces, or other structures, whether existing or proposed, that would be part of the project.

General Project Data. The Applicant proposes to develop a hydro-electric facilty on Cedar Draw Creek, approximately 1¼ miles south of the Snake River, Twin Falls County, Idaho, utilizing variable flows up to 110 c/f/s. The proposed project encompasses 2,350 lineal feet of 60" conduit from the intake structure in Cedar Draw Creek within said NW ¼ NE ¼ of Section 23 to a forebay structure, which is the headworks of the penstock located in the SW ¼ SE ¼ of Section 14 and 150 lineal feet of 54" penstock terminating at a generator(s) located within said SW ¼ SE ¼ of Section 14. The project lies wholly within Sections 14 and 23 on land in private ownership. No public lands or reservations are involved in this application. The Applicant proposes to acquire the right-of-way for the inlet/conduit/penstock/generator facilities by condemnation or negotiation (see vicinity map appended hereto).

Specific Project Data.

(a) Diversion Structure. This project will utilize a diversion structure within Cedar Draw Creek to divert all flows over 7c/f/s, up to 100 c/f/s, to the hydro-electric works.

(b) Inlet Structure. A small pond, varying in depth depending on stream flows, will be constructed to serve dually as a sedimentation and storage facility. The water surface elevation at this pond will be EL 3252.5. The intake works will consist of a reinforced concrete structure, with movable gates for flow control, funneled, or channeled, to a 60" conduit outlet. During periods of low flows, 7 c/f/s would remain in the creek system to maintain aquatic and fish life, while the remaining water over 7 c/f/s would be utilized for power generation. During periods of high flows, only 110 c/f/s would be diverted into the power plant, while all flows over 110 c/f/s would remain within the creek system.

(c) Conveyance conduit. It is proposed to install approximately 2,350 lineal feet of conduit along the west slope of Cedar Draw at a minimum gradient, following somewhat an existing contour. Dependent on future study, the Applicant will utilize 60" CMP, 12 gauge, with watertight gasketed-levee bands bedded to the springline but without backfill over pipe soffit. The conduit will be designed to transport a maximum flow of 110 c/f/s as per State of Idaho **Water Right Permit No. 47-7768 (pending).**

(d) Forebay Structure. The conveyance conduit will terminate in a reinforced concrete structure utilized to stabilize said flows, thereby preventing or minimizing water surges, as well as a transition to the penstock. The structure serves as a junction between the two different conduits. An emergency overflow will be provided to pass excessive flows should they ever occur.

(e) Penstock. One penstock will transport flows to the turbines. It is anticipated that the penstock will be steel pipe, ¼" wall thickness, 54" diameter, approximately 150 feet long. The Applicant proposes to bury the penstock for structural stability and aesthetics.

(f) Powerhouse. This application proposes to study further alternatives in developing the energy potential of the project. One possible method of developing the power source is as follows:

Basic Criteria

Intake elevation	3,252.5	feet
Tailwater elevation	3,175	feet
Design flow	110	c/f/s
Design capacity	600	KW

(g) Generating Facilities. Various alternatives in generating facilities will be studied in order to optimize power production. The type and size of turbines to be used will depend upon the best combination arrived at considering all factors involved in the development, such as environmental impact, cost, complexity, maintainability, etc. Attempts will be made to be able to generate power efficiently within 20%-100% of the capacity range of the plant or plants.

The powerhouse will have two uneven-sized, fixed vane Francis turbines. Generator will be asynchronous machines, generating power at 480 volts, 3-phase.

It is assumed at this time that the plants will be connected to the commercial power system in the area through step-up transformer. In case of a multi-power plant installation, a 12.5 KV "collector line" will be constructed on the west rim of the canyon, and from there a 12.5 KV tie-line will be constructed for interfacing with commercial power.

This type of a system makes it mandatory for commercial power to be present in order to generate. However, operation of the plants becomes less complex, thereby minimizing both the initial cost and the operating cost.

Other alternatives will, of course, be studied during the detail design phase of the project.

(h) Tailrace. The tailrace(s) will be constructed in conjunction with a stilling basin to dissipate energy by high velocity flows through the powerhouse.

(i) Appurtenances. The switch yard and control facilities will be located in the canyon above any flooding limits. Power generated in the plant(s) will be distributed by connecting the plant(s) to the local commercial 12.5 KV distribution system in the area.

(2) The estimated number, surface area, storage capacity, normal maximum surface elevation (mean sea level) of any reservoirs, whether existing or proposed, that would be part of the project.

(a) Reservoir/Impoundment Criteria. As stated hereinabove, with the exception of ponding as a result of intake/diversion and tailrace/stilling basin structures, no new reservoirs or impoundments would be created by this project. The pool elevations at the intake structures and stilling basins, during average flows, are shown hereinabove.

(3) The estimated number length, voltage, interconnections, and where applicable, age and condition, of any primary transmission lines whether existing or proposed, that would be part of the project.

(a) Transmission Lines. It is proposed to construct approximately four (4) miles of 12.5 KV transmission line to an existing Idaho Power Company (IPCO) 12.5 KV Line.

(4) The total estimated average annual energy production and installed capacity (provide only one energy and capacity value), the hydraulic head for estimating capacity and energy output, and the estimated number, rated capacity, and, where applicable, the age and condition, of any turbines and generators, whether existing or proposed, that would be part of the project works.

(a) Energy Production. The basis for projecting the power production of this project is derived from analyzing the stream flows, both recorded and estimated, and assuming that seven (7) c/f/s must be left in the stream bed at all times. Further, it is assumed that the minimum waterflow necessary to generate power is 15 c/f/s, which will necessitate a minimum stream flow of 22 c/f/s for generation. The project can only generate at full capacity when a stream flow is 117 c/f/s and above.

Stream Flow Composite (Recorded*/Estimated)

10 to 265 c/f/s -	East branch Cedar Draw Creek (recorded stream flows)
18 to 42 c/f/s -	West branch Cedar Draw Creek (historical estimate)
8 to 15 c/f/s -	Intermediate tributary (historical estimate)
+ 10 c/f/s	Seeps along canyon walls (historical estimate)
46 c/f/s - 332 c/f/s/	

*See Exhibit "A" - East branch only/Cedar Draw Stream Flows - 1980, appended hereto.

On an annual basis, the power availability amounts to approximately 78% (87% yearly average X 0.90 efficiency factor) of the design capacity. The annual power generation for the proposal will be:

1

600 X 24 X 365 X 0.78 = 4,099,680 KWH/Year

The turbine/generators are described under Section (1) (f), Powerhouse.

(5) All lands of the United States that are enclosed within the proposed project boundary described under paragraphs (e) (3) of this section, identified and tabulated on a separate sheet by legal subdivisions of a public land survey of the affected area, if available.

(a) Public Lands. No public lands or reservations are involved in this application.

(6) Any other information demonstrating in what manner the proposed project would develop, conserve, and utilize in the public interest the water resources of the region.

(a) Other Pertinent Information. While the Applicant has applied to the State of Idaho Department of Water Resources for 110 /c/f/s (Permit No. 47-7768), it is possible that the application could be amended to allow greater flows to be utilized during high stream flows (see Exhibit "A" - Cedar Draw Stream Flows - 1980, appended hereto and estimated historical flows shown hereinabove).

Due to the Applicant's property interest, and water right application, the Applicant contends that it is to the public's interest to utilize this water resource for power generation without depletion and/or significant impact on this resource.

13093500 CEDAR DRAW NEAR FILER, ID

LOCATION.--Lat 42°37'25", long 114°39'05", in SW¼SW¼ sec.24, T.9 S., R.15 E., Twin Falls County, Hydrologic Unit 17040212, on left bank just upstream from county road bridge, 2.8 mi (4.5 km) upstream from mouth and 4.5 mi (7.2 km) northwest of Filer.

PERIOD OF RECORD.--July 1955 to July 1958, October 1979 to September 1980.

GAGE.--Water-stage recorder. Altitude of gage is 3,525 ft (1,074 m), from topographic map.

REMARKS.--Records good except those for periods of no gage-height record Oct. 1 to Nov. 8, Mar. 26 to Apr. 22, and Apr. 27-29, which are fair. Flow is principally waste and return flow from irrigation and stock water delivered to adjacent lands by Twin Falls Canal Co., and is affected by operation of laterals and canals upstream.

EXTREMES FOR PERIOD OF RECORD.--Maximum discharge, 433 ft³/s (12.3 m³/s) May 18, 1957, gage height, 3.57 ft (1.088 m); minimum, 14 ft³/s (0.40 m³/s) Apr. 5, 1958; minimum gage height 0.37 ft (0.113 m).

EXTREMES FOR CURRENT YEAR.--Maximum discharge, 351 ft³/s (9.94 m³/s) Sept. 24, gage height, 3.13 ft (0.954 m); gage height, 3.14 ft (0.957 m) May 27; minimum discharge, 19 ft³/s (0.54 m³/s) Mar. 7, gage height, 0.48 ft (0.146 m).

Rating table (gage height, in feet, and discharge, in cubic feet per second)

Oct. 1 to June 26		June 27 to Sept. 30	
0.6	26	0.9	47
1.0	54	1.3	76
1.5	93	1.9	133
2.0	142	2.5	224
3.0	255	3.1	344

DISCHARGE, IN CUBIC FEET PER SECOND, WATER YEAR OCTOBER 1979 TO SEPTEMBER 1980
MEAN VALUES

DAY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	120	110	46	36	32	30	40	128	86	55	58	95
2	120	110	46	36	31	31	40	125	122	53	60	98
3	120	110	46	36	31	32	40	107	102	54	63	77
4	120	110	45	36	31	32	40	81	117	58	62	110
5	120	110	46	36	31	32	40	107	153	60	60	146
6	120	80	45	36	32	33	40	61	60	61	60	128
7	120	60	44	36	32	28	40	80	61	62	59	124
8	120	53	43	36	31	31	40	106	78	62	61	172
9	120	52	44	37	30	31	40	131	64	58	58	129
10	120	53	42	38	30	32	42	148	62	58	62	125
11	115	51	43	35	30	33	45	131	59	59	61	212
12	115	50	42	41	30	33	50	194	86	57	56	271
13	115	50	42	42	30	33	50	221	78	55	55	207
14	115	50	42	41	30	34	55	210	91	58	60	217
15	115	50	40	36	30	34	55	183	97	58	63	237
16	115	51	39	36	30	33	60	209	119	54	61	192
17	115	50	40	38	31	34	60	221	90	55	65	135
18	115	50	40	36	33	36	65	219	66	58	75	152
19	115	48	40	34	32	35	65	200	67	58	79	174
20	115	48	39	32	32	36	70	153	65	60	62	179
21	115	49	40	33	32	35	75	179	66	64	62	224
22	115	50	40	32	31	36	80	163	65	62	62	202
23	115	50	40	32	30	36	45	121	62	62	59	297
24	115	50	41	33	30	36	87	165	62	66	62	337
25	115	50	39	34	30	39	81	201	63	63	74	244
26	110	45	36	34	30	39	156	236	58	67	68	180
27	110	45	36	34	30	39	185	179	60	69	70	128
28	110	46	35	33	31	39	182	97	60	71	70	125
29	110	45	35	33	30	39	179	118	60	66	82	123
30	110	46	35	33	---	39	155	136	59	62	84	119
31	110	---	35	33	---	39	---	73	---	59	86	---
TOTAL	3585	1822	1266	1098	893	1069	2202	4683	2338	1864	2019	5159
MEAN	116	60.7	40.8	35.4	30.8	34.5	73.4	151	77.9	60.1	65.1	172
MAX	120	110	46	42	33	39	185	236	153	71	86	337
MIN	110	45	35	32	30	28	40	61	58	53	55	77
AC-FT	7110	3610	2510	2180	1770	2120	4370	9290	4640	3700	4000	10230

WTR YR 1980 TOTAL 27998 MEAN 76.5 MAX 337 MIN 28 AC-FT 55530

EXHIBIT A

EXHIBIT "2"

(1) For any proposed project, a study plan containing the description of:

(i) Any studies, investigations, tests, or surveys that are proposed to be carried out, and any that have already taken place, for the purposes of determining the technical, economic, and financial feasibility of the proposed project, taking into consideration its environmental impacts, and of preparing an application for a license for the project.

Site/Project Evaluation. The Applicant proposes to perform the following additional studies, investigations, tests and/or surveys to complement the initial project analysis for the purpose of determining the technical, economic and financial feasibility of the proposed projects(s):

(a) Site assessment through survey, reconnaissance and research into existing maps. This will include a detailed topographic site survey.

(b) Geological reconnaissance and investigation for the purposes of determining intake/conveyance/conduit/penstock/powerhouse locations.

(c) Hydraulics and hydrology characteristics of the stream system. This would be accomplished by researching historical flow data furnished by the U. S. Geologic Survey, University of Idaho, U. S. Water and Power Resources Service, State of Idaho Department of Water Resources and Twin Falls Canal Company.

(d) Water surface profiles, i.e., stream bed profiles. These profiles will be determined by the topographic mapping obtained under item (a) hereinabove.

(e) Civil engineering tasks, including determination of the diversion/conveyance and powerhouse requirements, turbine/generator arrangements and recommendations for the intake/forebay/tailrace/stilling basin structural configurations. Location and acceptability of any existing roadways permitting access to the facilities must be determined.

(f) Electrical engineer tasks, including research of switch gear requirements, voltage ratings for generators and step-up transformers. Length and voltage of transmission lines from the site, as well as utility intertie requirements, would be determined.

(g) Operating schedule development by power output projections.

(h) Estimated project costs for all structures and facilities, including conveyance systems, intake and outlet works, turbine/generator and electrical equipment, access road construction and installation of equipment.

(i) Project development schedule.

(j) Environmental considerations, including perpetuation of the existing fish propagation within the creek system, with resultant impacts, together with the potential turbine operation impacts on the existing fishery. Contact would be made with the state and federal fish and wildlife agencies for their comments, terms and conditions regarding installation of the facility.

(k) Legal investigations for research into the finalization of necessary water rights, including possible additional flow rights necessary for increased energy production. Determination and acquisition of adjacent land ownerhips and rights-of-way for conveyance systems and transmission lines. Acquisition of necessary permits for installation of the hydro-electrical facility, including research into the local, state and federal laws concerning hydro-electrical development. Under this task, the application for licenses would be compiled.

(ii) The approximate location and nature of any new roads that would be built for the purpose of conducting the study.

No new roads are presently contemplated. Terrain may not allow road construction.

(2) Work plan for new dam construction. For any development within the project that would entail new dam construction, a work plan and schedule containing:

(i) A description, including the approximate location, of any field study, test, or other activity that may alter or disturb lands in the vicinity of the proposed project, including flood plains and wet lands; measures that would be taken to minimize any such disturbance; and measures that would be taken to restore the altered or disturbed areas.

Because rock is exposed throughout the areas of proposed construction, extensive explorations or field tests are not contemplated at this time.

(ii) A proposed schedule (a chart or graph which may be used), the total duration of which does not exceed the proposed term of the permit, showing the intervals at which the studies, investigations, tests, and surveys, identified under the paragraph are proposed to be completed.

Because preliminary layout and design for the project has been accomplished, the time required to prepare an application for license is governed by the requirements of an environmental impact statement. It is proposed to complete all necessary additional studies, investigations, tests, surveys, and environmental requirements within one (1) year after a preliminary permit has been issued.

EXHIBIT "3"

(1) The estimated cost of carrying out and preparing the studies, investigations, tests, surveys, maps, plans or specifications identified under Exhibit "2".

Feasibility Study/License Application. It is estimated that the cost of professional services to perform the additional tasks outlined in Exhibit "B" would be $49,500.00, including preparation of the subsequent licenses application.

(2) The sources and extent of financing available to the Applicant to carry out or prepare the studies, investigations, tests, surveys, maps, plans or specifications identified under Exhibit "2"; it is anticipated that the Applicants will finance the activities necessary.

Available Financing. Crystal Springs Ranch, a partnership, is actively engaged in the production of livestock on their property immediately north of the proposed Cedar Draw hydro-electric project, and profits derived therefrom and through other partnership revenues, i.e., fish production, gravel sales and/or investment income will be utilized to cover design/legal expenses until financing can be acquired to construct the project. Any additional financing, if necessary, would be provided by the individual partners from outside sources. Applicant would also propose to pledge a cogeneration contract with Idaho Power Company.

(3) A description of the proposed market for the power generated at the project, including:

(i) The identity of the proposed purchaser(s) of the power, and any information that is available concerning the revenues to be derived from the sale of the power; or

(ii) If the Applicant proposes to utilize the power output, the size of the Applicant's power system, system peak demand and annual energy requirements, and the number of customers served by the Applicant.

Power Generated Market. Pursuant to the mandates of the Idaho Public Utilities Commission Order No. 16025, the Idaho Power Company has established payment rates for the purchase of cogenerated power. It would be intended to market the capacity and energy produced at the Cedar Draw hydro-electric projects to Idaho Power Company under the following rates and assuming the following conditions:

(1) 6.5¢/kwh escalated 8% per annum to the first year of operation and escalated 8% per annum each year thereafter.

(2) 35 year contract.

If the power is worth 6.5¢/kwh, the gross annual revenues will be approximately $266,479.00.

Estimated Construction Cost. Although the necessary field data for arriving at reliable development costs are not available at the present time, the following cost data has been derived from assuming an average complexity project:

Preliminary Construction Cost Estimate

Generator		
Access	$ 20,000.00	
Intake	10,000.00	
Conduit	189,000.00	
Penstock	20,000.00	
Turbine/Generator/Controls	220,000.00	
		$459,000.00
Transformation		30,000.00
Transmission/Distribution		80,000.00
		$569,000.00
Contingency (10%)		56,900.00
TOTAL		$625,900.00

EXHIBIT "4"

Maps.

(1) Location of the project as a whole:

See Vicinity Map, Exhibit "A".

(2) The relative location and physical interrelationships with the principle project features identified under Exhibit "1":

See Exhibit "B".

(3) A proposed boundary for the project, enclosing:

(i) All principle project features identified:

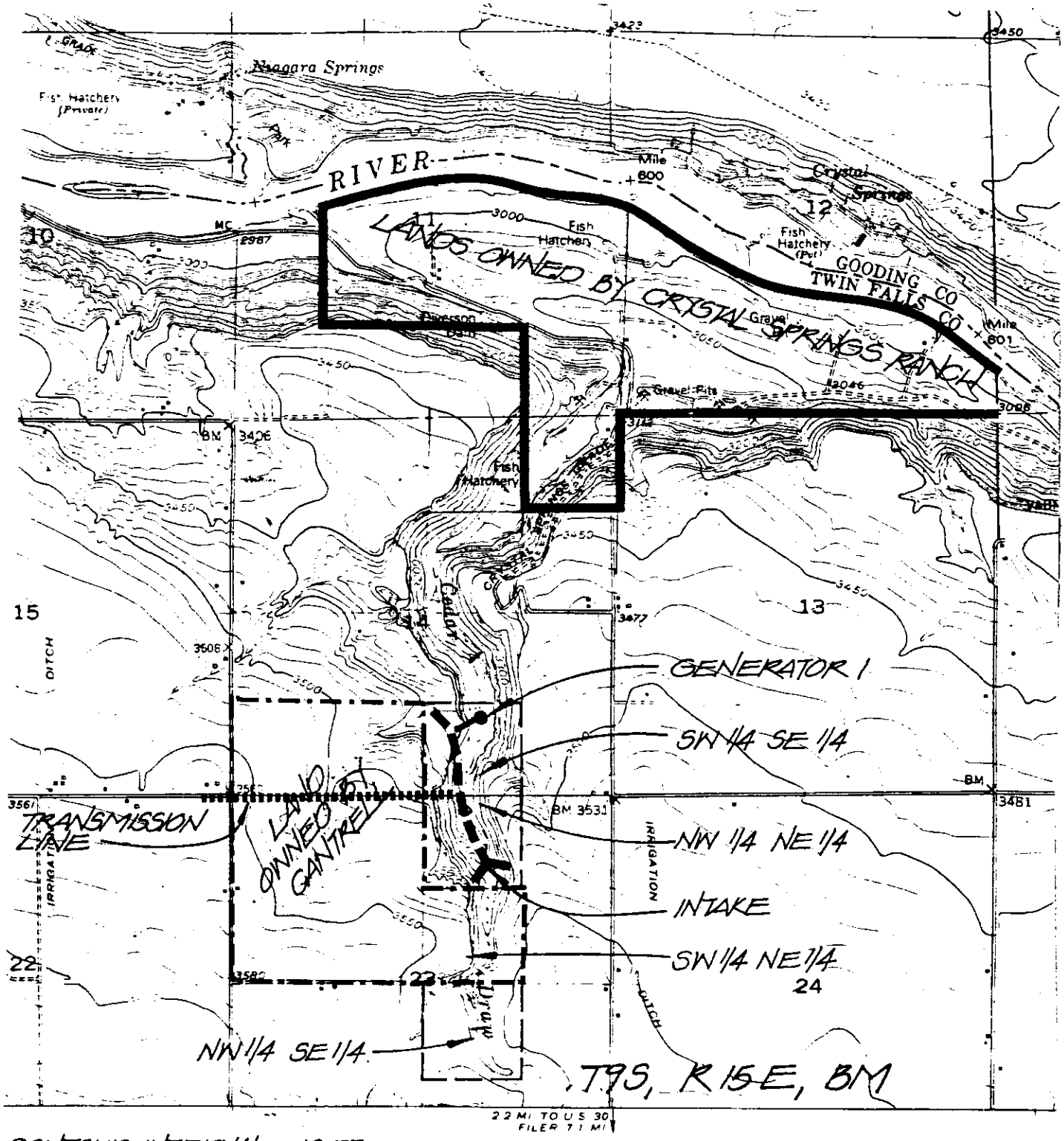
See Exhibit "C".

(ii) Non-federal lands necessary for purposes of the project:

See Exhibit "C".

(4) To the knowledge of the Applicant, none of the project area has been included in or been designated for study as a part of the National Wild and Scenic Rivers System. There are no designated wilderness areas, or areas recommended for designation as wilderness, or designated as wilderness study areas to the knowledge of the Applicant.

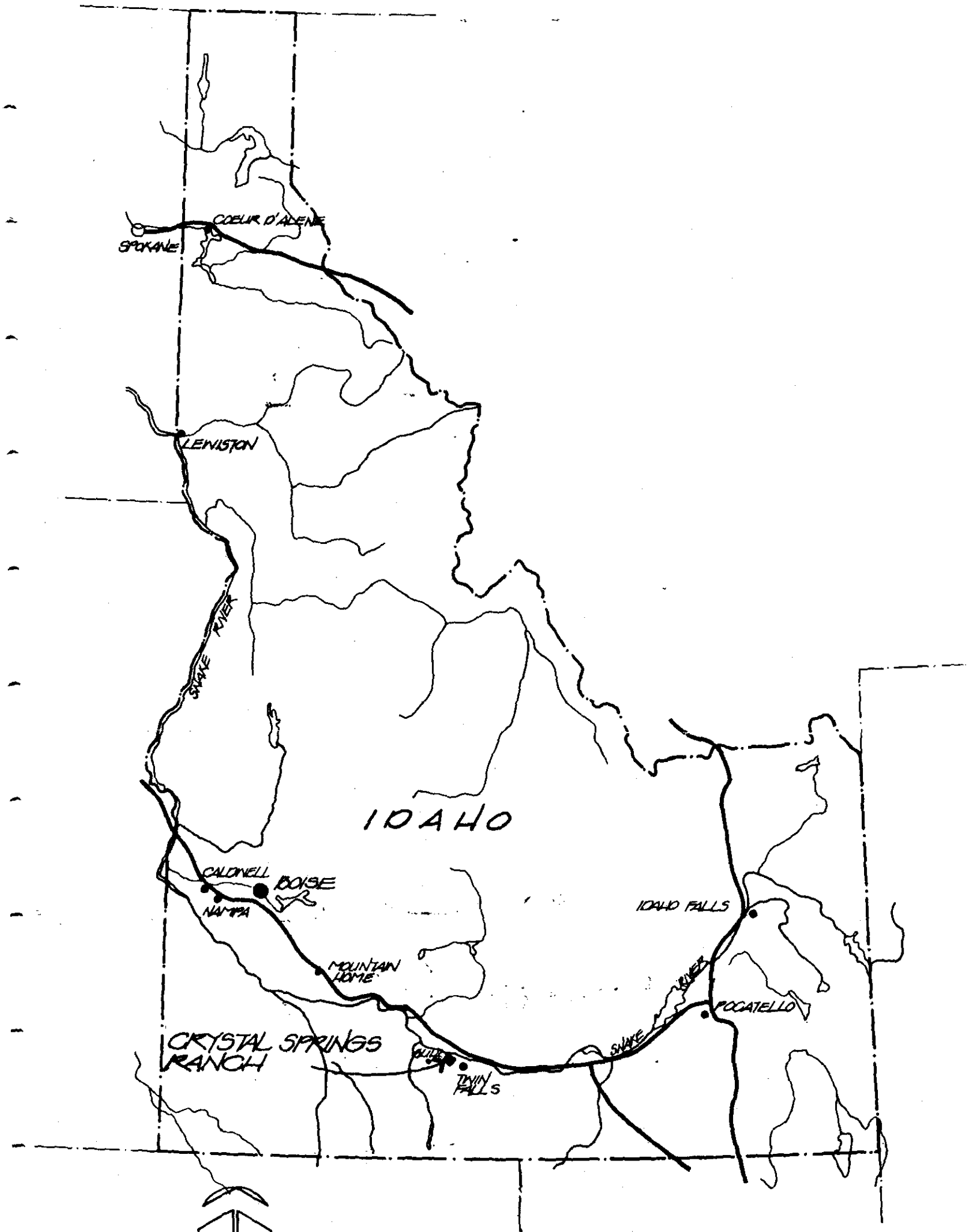
None.



CONTOUR INTERVAL = 10 FT.

EXHIBIT A
VICINITY MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



LPM

LOCATION MAP

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

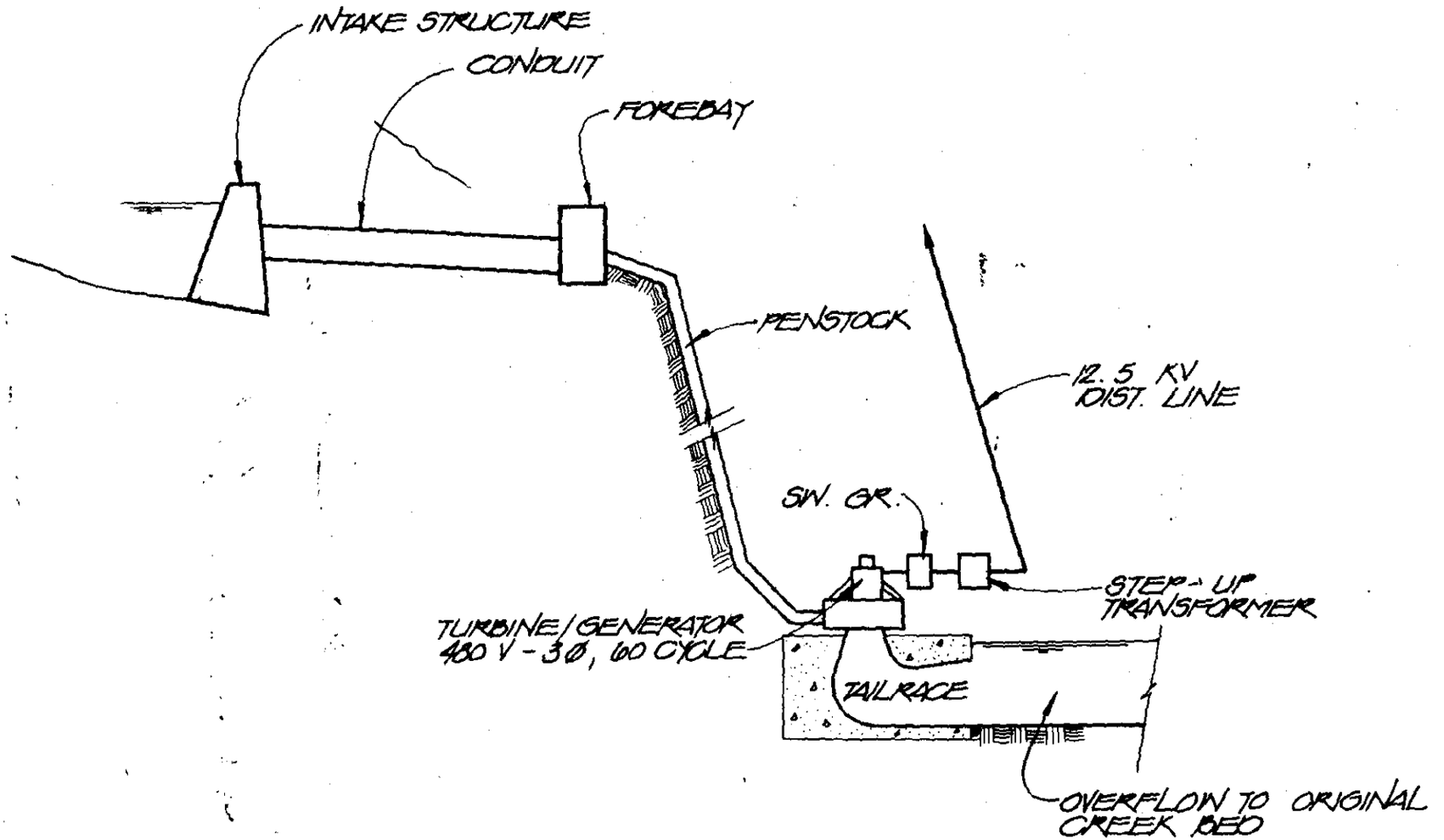
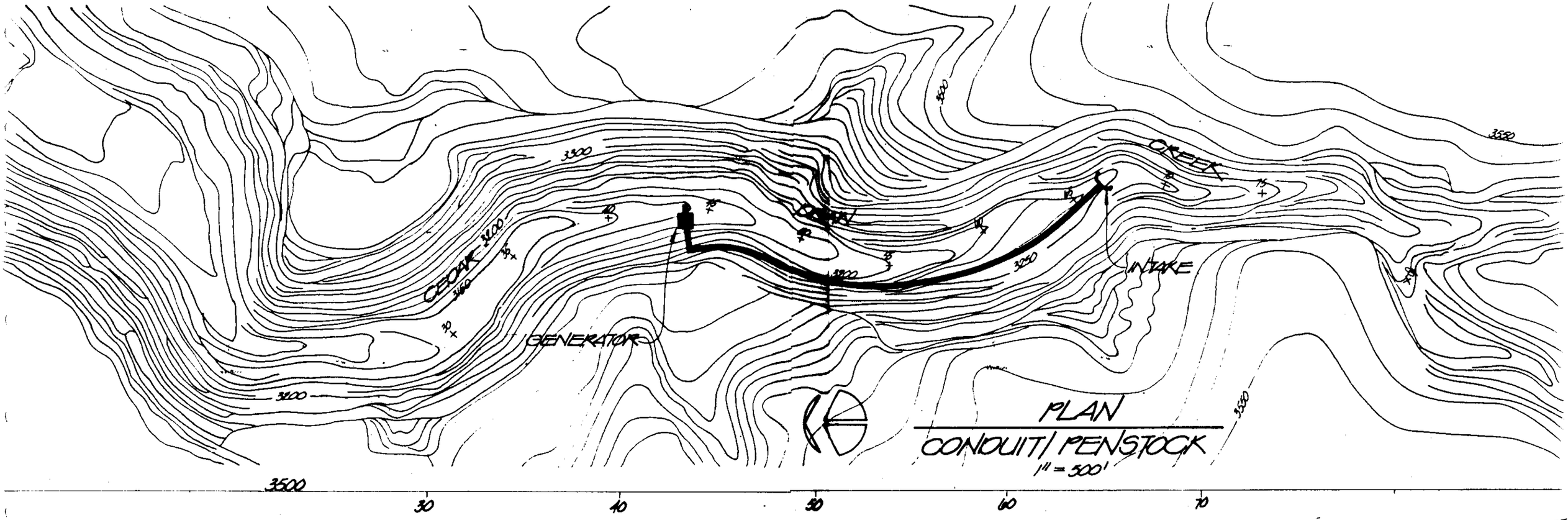
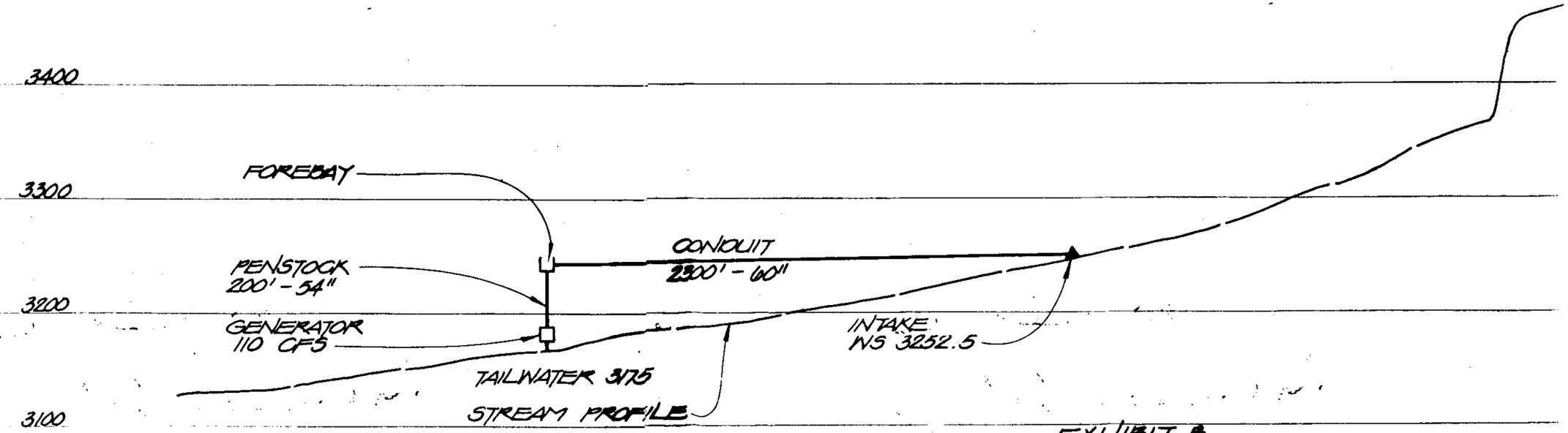


EXHIBIT B
PROJECT DETAILS

CEDAR DRAW HYDRO-ELECTRIC PROJECTS
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO

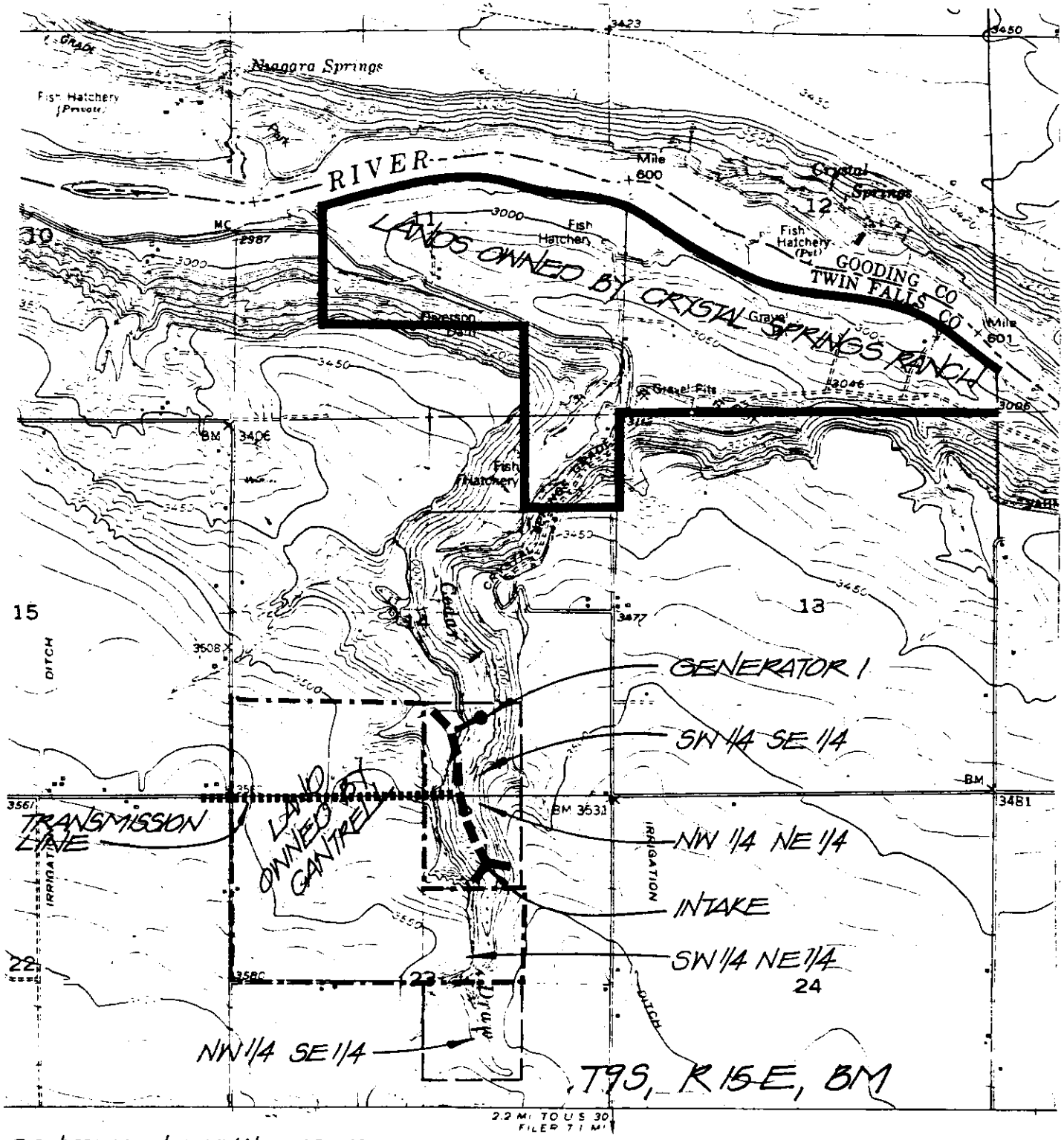


PLAN
CONDUIT/PENSTOCK
1" = 500'



PROFILE
CONDUIT/PENSTOCK

EXHIBIT B
PROJECT PLAN- ALTERNATE 1
CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO



CONTOUR INTERVAL = 10 FT.

EXHIBIT C

CEDAR DRAW HYDRO-ELECTRIC PROJECT
CRYSTAL SPRINGS RANCH
TWIN FALLS COUNTY, IDAHO