

OCT 21 2016**WATER RESOURCES
WESTERN REGION****STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Transfer No. **81280****MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER**

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Nicholson Properties, L.P.**Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.****Yes N/A** * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☒ #10 Other. Please describe: _____

81280

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Nicholson Properties, L.P. Phone _____

Mailing address 18106 S. Cloverdale, Kuna, Idaho 83634 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☒ No Representative

Name of Representative Dana L Hofstetter, Hawley Troxell Ennis & Hawley LLP Phone (208) 344-6000

Mailing address P.O. Box 1617, Boise, Idaho 83701-1617 Email dhofstetter@hawleytroxell.co

- ☒ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Carl V. Nicholson
Signature of Applicant or Authorized Representative

Carl V. Nicholson, Mgr. Four-N Farms LLC
Print Name and Title if applicable

10-20-16
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.
Applicant proposes to transfer the portion of Water Right No. 63-7756 it retained after a recent property sale to a new place of use.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	63-7756	7.14/1800	Irrigation	3/01 to 11/30	ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 7.14 cfs and/or 1800 acre-feet.

2. Total amount of water proposed to be transferred or changed 2.33 cubic feet per second and/or 589.5 acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1E	14					38	40											78
1N	1E	15	40		40	40									40			40	200
																			131
																			within
Total Acres (for irrigation use)																			278

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
existing well and pipelines to place of use
-
- b. Who owns the property at the point(s) of diversion? ID Solar 1, LLC
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached Water Pipeline, Utility Easement and Access Grant and Well Maintenance Sharing Agreement
-
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____
-
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank? If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
53 acres of the current place of use now owned by ID Solar 1, LLC no longer will be irrigated with this water right.
-
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
-
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
- Yes No
- ☐ ☒ undergone a period of five or more consecutive years of non-use,
- ☐ ☒ currently leased to the Water Supply Bank,
- ☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
- ☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?
- If yes, describe:
-

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-7756

Current Owner: CARL V NICHOLSON

Priority Date: 3/23/1973

Origin: Water Right

Status: Active

Basis: ☐ **Decreed**

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

03/01 to 11/30

7.14 CFS

1800 AF

Total Diversion

7.14 CFS

1800 AF

Location of Point(s) of Diversion

GROUND WATER

NW1/4SE1/4SE1/4

Sec. 10, Twp 01N, Rge 01E B.M.

ADA County

Place of Use

IRRIGATION Within ADA County

T01N R01E S10	NESW	39.00	T01N R01E S10	SESW	39.00
T01N R01E S10	NWSE	33.00	T01N R01E S10	SWSE	34.00
T01N R01E S10	SESE	39.00	T01N R01E S11	NESW	35.00
T01N R01E S11	NWSW	35.00	T01N R01E S11	SWSW	34.00
T01N R01E S11	SESW	34.00	T01N R01E S14	NENW	38.00
T01N R01E S14	NWNW	40.00			

Total Acres: 400

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Decreed Date: 2/16/2007

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

[illegible]

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 4 attachments.

Received by BS Date 10/21/11 Preliminary check by _____ Date _____

Fee paid 9160.00 Date 10/21/14 Received by (Signature) Receipt # 20014744

Add'l fee paid _____ Date _____ Received by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Linger Clark
ADA COUNTY RECORDER
J. DAVID NAVARRO

RECORDED - REQUEST OF

FEE 15- DEPUTY

CORRECTED WARRANTY DEED

2002 AU -8 PH 3: 21

102089932

102089932

This Corrected Warranty Deed will replace the Warranty Deed recorded In Ada County on May 22, 2002, as Instrument No. 102058143, and recorded in Elmore County on May 23, 2002, as Instrument No. 336896.

FOR VALUE RECEIVED, CARL V. NICHOLSON, (aka Carl Nicholson), the Grantor, does hereby grant, bargain, sell and convey unto CARL NICHOLSON and PATTY NICHOLSON, as trustees of the Carl and Patty Nicholson Revocable Trust, Grantees, P.O. Box 73, Kuna, Idaho 83634, the following described premises, which shall be considered community property, situated In County of Ada, State of Idaho, to wit:

Parcel 1: S. Orchard Access Rd., legally described as the NW1/4NW1/4, Section 13, T1S R3E (40 acres)

Parcel 2: S. Orchard Access Rd., legally described as the E1/2SW1/4, S1/2SE1/4, Section 5, T1S R4E (155.45 acres)

Parcel 3: S. Orchard Access Rd., legally described as the E1/2SE1/4, Section 11, W1/2SW1/4, Section 12, T1S R3E (160 acres)

Parcel 4: S. Orchard Access Rd., legally described as the SW1/4, Section 4, T1S R4E (160 acres)

Parcel 5: 18100 S. Cloverdale, legally described as the E1/2SW1/4, W1/2SE1/4, SE1/4SE1/4, Section 10, T1N R1E (200 acres)

Parcel 6: Entry deleted.

Parcel 7: S. Cloverdale Rd., legally described as NE1/4NE1/4, S1/2NE1/4, E1/2SE1/4, Section 15, T1N R1E (200 acres)

CORRECTED WARRANTY DEED - 1

Parcel 8: S. Pleasant Valley Rd., legally described as S1/2NE1/4, Section 22, T1N R2E (80 acres)

Parcel 9: S. Orchard Access Rd., legally described as SE1/4SE1/4, Section 33, T1N R4E (40 acres)

Parcel 10: S. Orchard Access Rd., legally described as NW1/4, Section 10, T1S R3E (160 acres)

Parcel 11: S. Orchard Access Rd., legally described as Lots 1/2, S1/2NE1/4, SE1/4, Section 6, T1S R4E (303.7 acres)

Parcel 12: S. Cole Road, legally described as NW1/4NW1/4, Section 13, T1N R1E (40 acres)

Parcel 13: S. Cole Road, legally described as SW1/4NW1/4 & W1/2SW1/4, Section 12, T1N R1E (120 acres)

Parcel 14: S. Orchard Access Rd., legally described as SW1/4, Section 31, T1N R4E (159.98 acres)

Parcel 15: S. Pleasant Valley Rd., legally described as SW1/4, Section 33, T1N R2E (160 acres)

Parcel 16: S. Orchard Access Rd., legally described as SE1/4NW1/4, SW1/4, SW1/4SE1/4, Section 32, T1N R4E (240 acres)

Parcel 17: S. Cloverdale Road, legally described as SW1/4, Section 11, T1N R1E (160 acres)

Parcel 18: E. Kuna Mora Rd., legally described as SW1/4, Section 28, NE1/4, Section 29, N1/2SE1/4, Section 29, NW1/4, Section 33, T1N R3E (560 acres)

Parcel 19: E. Kuna Mora Rd., legally described as N1/2, N1/2SW1/4, NE1/4SE1/4, Section 10, T1N R3E (440 acres)

Parcel 20: S. Orchard Access Rd., legally described as Lots 3 & 4, Section 5, T1S R4E (63.44 acres)

CORRECTED WARRANTY DEED - 2

Parcel 21: E. Kuna Mora Rd., legally described as S1/2SW1/4, SW1/4SE1/4, Section 3, SE1/4SE1/4, Section 4, T1N R3E (160 acres)

Parcel 22: E. Kuna Mora Rd., legally described as NE1/4, NW1/4, Section 35, T1N R3E (320 acres)

Parcel 23: S. Pleasant Valley Rd., legally described as SE1/4, Section 21, T1N R2E (160 acres)

Parcel 24: S. Cloverdale Rd., legally described as N1/2NW1/4, Section 14, T1N R1E (80 acres)

The following property is situated in County of Elmore, State of Idaho,
to-wit:

Parcel 25: E1/2SE1/4, Section 25, T1N R4E (80 acres)

Parcel 26: S1/2NW1/4, SW1/4, NE1/4 SW1/4, Section 34, T1N R4E, (278.16 acres), excepting the following:

Beginning at a point on the West line of Section 34, Township 1 North, Range 4 East, B.M., approximately 650 feet North from the West quarter corner of said Section which point is the intersection of northeasterly right of way line of the Old Oregon Trail State Highway with said Section line; thence North along section line 300 feet; thence southeasterly parallel with and approximately 200 feet distant from said Highway right of way line, 400 feet; thence South parallel with Section line 300 feet to Highway right of way line; thence northwesterly along right of way line 400 feet to POINT OF BEGINNING and containing One and Eighty-Four Hundredths (1.84) acres.

Parcel 27: NE1/4SE1/4, Section 19, T1N R5E (40 acres)

Parcel 28: W1/2NW1/4, NW1/4SW1/4, Section 20, T1N R5E (120 acres)

CORRECTED WARRANTY DEED - 3

Parcel 29: E1/2NW1/4, N1/2SW1/4, Section 29, T1N R5E SW1/4SW1/4
(200 acres)

Parcel 30: Lots 1,2,3,4 E1/2W1/2, Section 30, T1N R5E SW1/4NE1/4
SE1/4 (529.5 acres)

Parcel 31: Lots 1,2,3,4 E1/2NW1/4, Section 31, T1N R5E W1/2NE1/4
NE1/4SW1/4 (365 acres)

Parcel 32: NW1/4NE4 S1/2NE1/4 E1/2NW1/4, (Less the amount
specified below), plus the NE1/4SW1/4, N1/2SE1/4, Section 24, T2N
R7E (319 acres):

Commencing at the NW corner NE1/4NW1/4, Section
24, T2N, R7E, B.M., thence South 208 feet; thence East
208 feet; thence North 208 feet; thence West 208 feet,
to the POINT OF BEGINNING.

Parcel 33: SW1/4NW1/4, Section 20, T2N R8E (40 acres)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto
he said Grantees, their heirs and assigns forever. And the said Grantor does
hereby covenant to and with the said Grantees, that he is the owner in fee
simple of said premises; that said premises are free from all encumbrances
and that he will warrant and defend the same from all lawful claims
whatsoever.

Dated this 5th day of August, 2002.


Carl V. Nicholson

CORRECTED WARRANTY DEED - 4

STATE OF IDAHO)
) SS:
County of Ada)

On this 5th day of August, 2002, before me, a Notary Public, personally appeared CARL V. NICHOLSON, known or identified 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 set my hand and seal the day and year first above written.



Jackie Morgan
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 03-15-07

CORRECTED WARRANTY DEED - 5

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 12/06/12 10:51 AM
DEPUTY Lisa Ball
RECORDED - REQUEST OF
Bailey Law

AMOUNT 13.00 2



112128508

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BAILEY LAW GROUP, P.C.
2484 N. STOKESBERRY PL., STE. 150
MERIDIAN, IDAHO 83646
208/954-8585

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED



CARL NICHOLSON, Trustee, of the CARL AND PATTY NICHOLSON REVOCABLE TRUST (u/t/d 04-30-02), Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to NICHOLSON PROPERTIES, L.P. an Idaho Limited Partnership, Grantee, whose address is P.O. Box 73, Kuna, Idaho 83634, that certain real property located in Ada County, Idaho, more particularly described as follows:

An undivided one-half interest in the following described real property, to-wit:

Parcel 1: S. Orchard Access Rd., legally described as the NW1/4NW1/4, Section 13, T1S R3E (40 acres—Parcel ID No. S2613220000).

Parcel 3: S. Orchard Access Rd., legally described as the E1/2SE1/4, Section 11, W1/2SW1/4, Section 12, T1S R3E (160 acres—Parcel ID No. S2611410000).

Parcel 5: 18100 S. Cloverdale, legally described as the E1/2SW1/4, S1/2 of the SE1/4, Section 10, T1N R1E (200 acres—Parcel ID No. S2110314800).

Parcel 7: S. Cloverdale Rd., legally described as NE1/4NE1/4, S1/2NE1/4, E1/2SE1/4, Section 15, T1N R1E (200 acres—Parcel ID No. S2115110000).

Parcel 10: S. Orchard Access Rd., legally described as NW1/4, Section 10, T1S R3E (160 acres—Parcel ID No. S2610200000).

Parcel 15: S. Pleasant Valley Rd., legally described as SW1/4, Section 33, T1N R2E (160 acres—Parcel ID No. S2033300000).

Parcel 17: S. Cloverdale Road, legally described as SW1/4, Section 11, T1N R1E (160 acres—Parcel ID No. S2111300000).

BARGAIN AND SALE DEED - P. 1

Parcel 18: E. Kuna Mora Rd., legally described as SW1/4, Section 28, NE1/4, Section 29, N1/2SE1/4, Section 29, NW1/4, Section 33, T1N R3E (560 acres—Parcel ID No. S1928300000).

Parcel 22: E. Kuna Mora Rd., legally described as NE1/4, NW1/4, Section 35, T1N R3E (320 acres—Parcel ID No. S1935100000).

Parcel 24: S. Cloverdale Rd., legally described as N1/2NW1/4, Section 14, T1N R1E (80 acres—Parcel ID No. S2114210000).

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

THIS Deed corrects the legal description (Parcel 5) of the Deed recorded on November 20, 2012 as Instrument No. 112122119.

IN WITNESS WHEREOF, Grantor(s) has/have hereunto subscribed his/her/their name(s) to this instrument effective the 3 day of December, 2012.

GRANTOR:

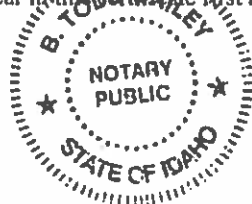
CARL AND PATTY NICHOLSON
REVOCABLE TRUST

Carl Nicholson
CARL NICHOLSON, Trustee

STATE OF IDAHO)
ss.
COUNTY OF ADA)

On this 3 day of December, 2012, before me, the undersigned Notary Public in and for said State, personally appeared CARL NICHOLSON, Trustee, known or identified to me to be the person who executed said 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 day and year in this instrument first above written.



B. Topp Riley
NOTARY PUBLIC, State of Idaho
Commission expires: 5/16/19

BARGAIN AND SALE DEED - P. 2

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 12/05/12 10:51 AM
DEPUTY Lisa Ball
RECORDED—REQUEST OF
Bailey Law
112128507

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BAILEY LAW GROUP, P.C.
2484 N. STOKESBERRY PL., STE. 150
MERIDIAN, IDAHO 83646
208/954-8585

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED



CARL NICHOLSON, Trustee, of the CARL AND PATTY NICHOLSON REVOCABLE TRUST (w/t/d 04-30-02), Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the CARL NICHOLSON, Trustee, of the PATRICIA A. NICHOLSON BYPASS TRUST (w/t/d 05-16-12), Grantee, whose address is P.O. Box 73, Kuna, Idaho 83634, that certain real property located in Ada County, Idaho, more particularly described as follows:

An undivided one-half interest in the following described real property, to-wit:

Parcel 1: S. Orchard Access Rd., legally described as the NW1/4NW1/4, Section 13, T1S R3E (40 acres—Parcel ID No. S2613220000).

Parcel 3: S. Orchard Access Rd., legally described as the E1/2SE1/4, Section 11, W1/2SW1/4, Section 12, T1S R3E (160 acres—Parcel ID No. S2611410000).

Parcel 5: 18100 S. Cloverdale, legally described as the E1/2SW1/4, S1/2 of the SE1/4, Section 10, T1N R1E (200 acres—Parcel ID No. S2110314800).

Parcel 7: S. Cloverdale Rd., legally described as NE1/4NE1/4, S1/2NE1/4, E1/2SE1/4, Section 15, T1N R1E (200 acres—Parcel ID No. S2115110000).

Parcel 10: S. Orchard Access Rd., legally described as NW1/4, Section 10, T1S R3E (160 acres—Parcel ID No. S2610200000).

Parcel 15: S. Pleasant Valley Rd., legally described as SW1/4, Section 33, T1N R2E (160 acres—Parcel ID No. S2033300000).

Parcel 17: S. Cloverdale Road, legally described as SW1/4, Section 11, T1N R1E (160 acres—Parcel ID No. S2111300000).

BARGAIN AND SALE DEED - P. 1

Parcel 18: E. Kuna Mora Rd., legally described as SW1/4, Section 28, NE1/4, Section 29, N1/2SE1/4, Section 29, NW1/4, Section 33, T1N R3E (560 acres—Parcel ID No. S1928300000).

Parcel 22: E. Kuna Mora Rd., legally described as NE1/4, NW1/4, Section 35, T1N R3E (320 acres—Parcel ID No. S1935100000).

Parcel 24: S. Cloverdale Rd., legally described as N1/2NW1/4, Section 14, T1N R1E (80 acres—Parcel ID No. S2114210000).

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

THIS Deed corrects the legal description (Parcel 5) of the Deed recorded on November 20, 2012 as Instrument No. 112122120.

IN WITNESS WHEREOF, Grantor(s) has/have hereunto subscribed his/her/their name(s) to this instrument effective the 3 day of December, 2012.

GRANTOR:

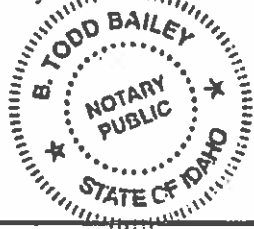
CARL AND PATTY NICHOLSON
REVOCABLE TRUST

Carl Nicholson
CARL NICHOLSON, Trustee

STATE OF IDAHO)
 ss.
COUNTY OF ADA)

On this 3 day of December, 2012, before me, the undersigned Notary Public in and for said State, personally appeared CARL NICHOLSON, Trustee, known or identified to me to be the person who executed said 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 day and year in this certificate first above written.



B. Todd Bailey
NOTARY PUBLIC, State of Idaho
Commission expires: 5/16/18

BARGAIN AND SALE DEED - P. 2

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 12/08/12 10:51 AM
DEPUTY Lisa Bah
RECORDED - REQUEST OF
Bailey Law

AMOUNT 13.00 2



112128589

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BAILEY LAW GROUP, P.C.
2484 N. STOKESBERRY PL., STE. 150
MERIDIAN, IDAHO 83646
208/954-8585

(SPACE ABOVE LINE FOR RECORDER'S USE)

BARGAIN AND SALE DEED



CARL NICHOLSON, Trustee, of the PATRICIA A. NICHOLSON BYPASS TRUST (u/v/d 05-16-12), Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to NICHOLSON PROPERTIES, L.P. an Idaho Limited Partnership, Grantee, whose address is P.O. Box 73, Kuna, Idaho 83634, that certain real property located in Ada County, Idaho, more particularly described as follows:

An undivided one-half interest in the following described real property, to-wit:

Parcel 1: S. Orchard Access Rd., legally described as the NW1/4NW1/4, Section 13, T1S R3E (40 acres—Parcel ID No. S2613220000).

Parcel 3: S. Orchard Access Rd., legally described as the E1/2SE1/4, Section 11, W1/2SW1/4, Section 12, T1S R3E (160 acres—Parcel ID No. S2611410000).

Parcel 5: 18100 S. Cloverdale, legally described as the E1/2SW1/4, SW1/2 of the SE1/4, Section 10, T1N R1E (200 acres—Parcel ID No. S2110314800).

Parcel 7: S. Cloverdale Rd., legally described as NE1/4NE1/4, S1/2NE1/4, E1/2SE1/4, Section 15, T1N R1E (200 acres—Parcel ID No. S2115110000).

Parcel 10: S. Orchard Access Rd., legally described as NW1/4, Section 10, T1S R3E (160 acres—Parcel ID No. S2610200000).

Parcel 15: S. Pleasant Valley Rd., legally described as SW1/4, Section 33, T1N R2E (160 acres—Parcel ID No. S2033300000).

Parcel 17: S. Cloverdale Road, legally described as SW1/4, Section 11, T1N R1E (160 acres—Parcel ID No. S2111300000).

BARGAIN AND SALE DEED - P. 1

Parcel 18: E. Kuna Mora Rd., legally described as SW1/4, Section 28, NE1/4, Section 29, N1/2SE1/4, Section 29, NW1/4, Section 33, T1N R3E (560 acres—Parcel ID No. S1928300000).

Parcel 22: E. Kuna Mora Rd., legally described as NE1/4, NW1/4, Section 35, T1N R3E (320 acres—Parcel ID No. S1935100000).

Parcel 24: S. Cloverdale Rd., legally described as N1/2NW1/4, Section 14, T1N R1E (80 acres—Parcel ID No. S2114210000).

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

THIS Deed corrects the legal description (Parcel 5) of the Deed recorded on November 21, 2012 as Instrument No. 112122642.

IN WITNESS WHEREOF, Grantor(s) has/have hereunto subscribed his/her/their name(s) to this instrument effective the 3 day of December, 2012.

GRANTOR:

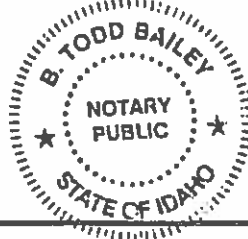
PATRICIA A. NICHOLSON BYPASS TRUST

Carl Nicholson
CARL NICHOLSON, Trustee

STATE OF IDAHO)
 ss.
COUNTY OF ADA)

On this 3 day of December, 2012, before me, the undersigned Notary Public in and for said State, personally appeared CARL NICHOLSON, Trustee, known or identified to me to be the person who executed said 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 day and year in this certificate first above written.



B. Todd Bailey
NOTARY PUBLIC, State of Idaho
Commission expires: 5/16/13

BARGAIN AND SALE DEED - P. 2

AT- 257396

Recording Requested By and
When Recorded Return to:
ID Solar 1, LLC
800 Brickell Ave., Ste. 1100
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

This Grant Deed is made this 26 day of October, 2015, between Carl Nicholson, Trustee of the Carl and Patty Nicholson Revocable Trust (u/t/d 4-30-02), as amended, and Nicholson Properties, L.P., an Idaho limited partnership ("Grantor"), and ID Solar 1, LLC, a Delaware limited liability company, whose address is 800 Brickell Ave., Ste. 1100, Miami, Florida 33131 ("Grantee"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever, and expressly including a portion of Water Right 63-07756 equal to 1,062 acre feet per year at a flow rate of 4.22 cfs; provided, however, that Nicholson Properties, L.P., expressly reserves the remaining portion of Water right 63-07756, which comprises 738 acre feet per year at a flow rate of 2.93 cfs, appurtenant to real property also owned by Nicholson Properties, L.P., but not conveyed hereunder, and is hereby reserved and retained by Nicholson Properties, L.P.

Grantor's covenants or warranties with respect to title, express or implied, are subject to any and all easements, restrictions, agreements and

encumbrances of record or as would be disclosed by an accurate survey of the land as of the date of this instrument.

A portion of the true consideration for this conveyance is pursuant to an IRC 1031 Tax Deferred Exchange on behalf of one of the Grantors.

GRANTOR:

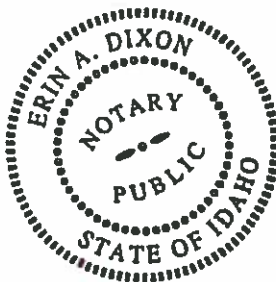
Carl and Patty Nicholson Revocable Trust (u/t/d 4-30-02)

By: Carl Nicholson
Carl Nicholson, Trustee

STATE OF IDAHO)
) ss.
County of Ada)

On this 24 day of October, 2015, before me, Erin A. Dixon, a Notary Public in and for said State, personally appeared Carl Nicholson, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the Carl and Patty Nicholson Revocable Trust (u/t/d 4-30-02), and acknowledged to me that he executed the same as such Trustee.

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



Erin A. Dixon
Notary Public for Idaho
Residing at Emmett ID
My commission expires 04-01-18

Nicholson Properties, L.P., an Idaho
limited partnership

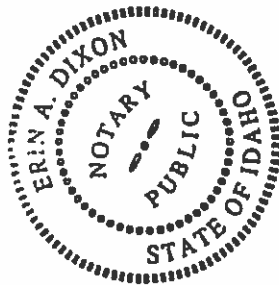
By: Four-N Farms, LLC, General
Partner

By: Carl Nicholson
Carl V. Nicholson, Manager

STATE OF IDAHO)
COUNTY OF ADA)

On this 26 day of October, 2015, before me, a Notary Public in and for
said state, personally appeared Carl V. Nicholson, known or identified to me to
be the Manager of Four-N Farms, LLC, an Idaho limited liability company, the
General Partner of Nicholson Properties, L.P., an Idaho limited partnership, who
subscribed said limited partnership name to the foregoing instrument, and
acknowledged to me that he executed the instrument on behalf of said limited
liability company, and that such limited liability company executed the same in
the said limited partnership name.

Witness my hand and official seal.



Erin A. Dixon
Notary Public
Residing at Emmett ID
My commission expires: 04-06-18

Exhibit A

Parcel I:

A PARCEL OF PROPERTY BEING IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND GENERALLY DESCRIBED AS:

THE EAST ½ OF THE SW ¼ AND THE S ½ OF THE SE ¼ OF SECTION 10, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ALSO BEING THE INTERSECTION OF SOUTH CLOVERDALE ROAD AND WEST BARKER ROAD, THENCE S 0°26'57" W 2655.46 FEET ALONG THE WEST BOUNDARY OF SAID NW ¼, TO A POINT MARKING THE SOUTHWEST CORNER OF SAID NW ¼; THENCE S 89°16'07" E 1328.91 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID NW¼ TO A POINT MARKING THE NW CORNER OF THE NE¼ OF THE SW¼; ALSO BEING THE POINT OF BEGINNING;

THENCE S 89°16'07" E 1329.28 FEET ALONG THE NORTH BOUNDARY OF SAID NE ¼ OF THE SW ¼ TO A POINT MARKING THE NORTHEAST CORNER OF THE SAID NE ¼ OF THE SW ¼;

THENCE S 0°36'23" W 1328.88 FEET ALONG THE EAST BOUNDARY OF SAID NE ¼ OF THE SW ¼ TO A POINT MARKING THE SE CORNER OF THE SAID NE ¼ OF THE SW ¼;

THENCE S 89°16'01" E 2661.43 FEET ALONG THE NORTH BOUNDARY OF THE S ½ OF THE SE ¼ TO A POINT MARKING THE NORTHEAST CORNER OF THE SE ¼ OF THE SE ¼;

THENCE S 0°40'10" W 1328.85 FEET ALONG THE EAST BOUNDARY OF SAID SE ¼ TO A POINT MARKING THE SE CORNER OF SAID SE ¼;

THENCE N 89°16'03" W 2659.98 FEET ALONG THE SOUTH BOUNDARY OF SAID SE ¼ TO A POINT MARKING THE SOUTHWEST CORNER OF THE SAID SE ¼;

THENCE N 89°13'33" W 1325.63 FEET ALONG THE SOUTH BOUNDARY OF THE SW ¼ TO A POINT MARKING THE SOUTHWEST CORNER OF SE ¼ OF SAID SW ¼;

THENCE N 0°31'40" E 2656.79 FEET ALONG THE WEST BOUNDARY OF THE EAST ½ OF SAID SW ¼ TO A POINT, ALSO SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

BASIS OF BEARING IS THE NORTH BOUNDARY OF THE NW ¼ OF SECTION 10, T.1N., R.1E., B.M., ADA COUNTY, IDAHO, BEARING S 89°15'22" E.

Parcel II:

A PARCEL OF PROPERTY BEING IN SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND GENERALLY DESCRIBED AS:

THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 10, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, THENCE N 0°40'10" E 1328.85 FEET ALONG THE EAST BOUNDARY OF SAID SE ¼, TO A POINT MARKING THE SOUTHEAST CORNER OF THE NE ¼ OF THE SE ¼; ALSO BEING THE POINT OF BEGINNING;

THENCE N 89°16'01" W 1330.76 FEET ALONG THE SOUTH BOUNDARY OF SAID NE ¼ OF THE SE ¼ TO A POINT MARKING THE SOUTHWEST CORNER OF THE SAID NE ¼ OF THE SE ¼;

THENCE N 0°38'09" E 1328.87 FEET ALONG THE WEST BOUNDARY OF SAID NE ¼ OF THE SE ¼ TO A POINT MARKING THE NORTHWEST CORNER OF THE SAID NE ¼ OF THE SE ¼;

THENCE S 89°15'59" E 1331.54 FEET ALONG THE NORTH BOUNDARY OF SAID NE ¼ OF THE SE ¼ TO A POINT MARKING THE NORTHEAST CORNER OF THE NE ¼ OF THE SE ¼;

THENCE S 0°40'10" W 1328.85 FEET ALONG THE EAST BOUNDARY OF SAID SE ¼ TO A POINT MARKING THE SE CORNER OF THE NE ¼ OF THE SE ¼, ALSO SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

BASIS OF BEARING IS THE NORTH BOUNDARY OF THE NW ¼ OF SECTION 10, T.1N., R.1E., B.M., ADA COUNTY, IDAHO, BEARING S 89°15'22" E.

Parcel III:

A PARCEL OF PROPERTY BEING IN SECTIONS 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND GENERALLY DESCRIBED AS:

THE SOUTHWEST ¼ OF SECTION 11, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ALSO BEING THE POINT OF BEGINNING;

**THENCE N 0°40'10" E 2657.70 FEET ALONG THE WEST BOUNDARY OF SAID
SW ¼, TO A POINT MARKING THE NORTHWEST CORNER OF THE SW ¼;**

**THENCE S 89°26'37" E 2631.83 FEET ALONG THE NORTH BOUNDARY OF SAID
SW ¼ TO A POINT MARKING THE NORTHEAST CORNER OF THE SAID SW ¼;**

**THENCE S 0°25'41" W 2653.02 FEET ALONG THE EAST BOUNDARY OF SAID
SW ¼ TO A POINT MARKING THE SOUTHEAST CORNER OF THE SAID SW ¼;**

**THENCE N 89°32'43" W 2643.02 FEET ALONG THE SOUTH BOUNDARY OF
SAID SW ¼ TO THE POINT OF BEGINNING OF THIS DESCRIPTION;**

**BASIS OF BEARING IS THE NORTH BOUNDARY OF THE NW ¼ OF SECTION
10, T.1N., R.1E., B.M., ADA COUNTY, IDAHO, BEARING S 89°15'22" E.**

AT-27396

Recording Requested By and
When Recorded Return to:
ID SOLAR 1, LLC
800 Brickell Avenue, Suite 1100
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**WATER PIPELINE, UTILITY EASEMENT AND ACCESS GRANT
AND WELL MAINTENANCE SHARING AGREEMENT**

This Water Pipeline, Utility Easement and Access Grant and Well Maintenance Sharing Agreement (the "Grant") is made this 19 day of October, 2015, by and between **ID SOLAR 1, LLC**, a Delaware limited liability company, with offices at 800 Brickell Avenue, Suite 1100, Miami, Florida 33131 ("Grantor"), and **NICHOLSON PROPERTIES, L.P.**, an Idaho limited partnership, whose address is 18106 S. Cloverdale, Kuna, Idaho 83634 (as "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Ada County, Idaho, more particularly described as follows ("Tract 1"):

Township 1 North, Range 1 East, B.M.
Section 10: S/2 SE/4

WHEREAS, Grantee is the owner of certain real property located in Ada County, Idaho, more particularly described as the N/2 NW/4 of Section 14, Township 1 North, Range 1 East, B.M. and the NE/4 NE/4, S/2 NE/4, E/2 SE/4 of Section 15, Township 1 North, Range 1 East, B.M. (collectively "Tract 2"); and

WHEREAS, the parties desire to establish, for the benefit of Tract 2, a private easement for ingress, egress, an underground water pipeline and underground utilities across portions of Tract 1 lying within the Easement Area (as defined below), and an agreement to share the well located on Tract 1, subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey to Grantee, its successors and assigns, a private, perpetual right-of-way and easement (hereinafter, together with the rights and privileges herein granted, referred to as the "Easement"), thirty (30) feet wide and including an additional area around the existing water well on Tract 1, such Easement being in the

location set forth on Exhibit A, attached hereto and made a part hereof (the "Easement Area"), for the purpose of ingress to and egress from Tract 2 and constructing, installing, operating, inspecting, protecting, repairing, altering, modifying, changing the size of, replacing, relocating, abandoning and maintaining an underground water pipeline and underground utilities servicing Tract 2 and the well and associated improvements within the Easement Area, including without limitation, telecommunication, water and electricity services, and facilities, equipment, mains, conduits, guy wires, cables, lines and pipes reasonably necessary for providing such utilities to Tract 2 within the Easement Area more particularly described on Exhibit A.

Grantor agrees to pay to Grantee up to twenty thousand dollars and zero cents (\$20,000.00) for Grantee to construct the access road as identified on Exhibit A, which will be constructed solely of compacted native soils, or for Grantee to contract with a third party to have such road constructed. Grantee hereby accepts sole responsibility for obtaining the necessary permits for installation of said road. Upon completion of construction of said access road, Grantee agrees to assume sole responsibility for maintenance of the access road.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Grant, including but not limited to the right of unobstructed ingress and egress to allow Grantee the full use and enjoyment of its rights, privileges and benefits. Such ingress and egress shall include normal and customary vehicular and pedestrian access to and from Tract 2 within the Easement Area in connection therewith.

Pursuant to an application to be filed with the Idaho Department of Water Resources ("IDWR"), Grantor shall obtain from Grantee 1062 acre-feet of water from the total 1800 acre-feet of water under Water Right No. 63-7756, equaling fifty-nine 59.0% of the total water right, whose current point of diversion is the existing well on Tract 1 located east of the existing barn structure shown on Exhibit A. The remaining 738 acre-feet of the water right, equaling forty-one (41.0%) of the total water right, is to be retained by Grantee. Grantor agrees to pay for installation, maintenance and repair of all pipes, fittings, boosters, splices and equipment needed by Grantor to obtain and use its water right at the wellhead. Upon the earlier of completion of such installation by Grantor or Grantor's use of its portion of the water right (the "Commencement Date"), Grantor and Grantee hereby agree to share in all costs for operation, maintenance, repair, replacement and insurance of the well and its component parts (collectively the "Costs") in the following proportions: Grantor fifty-nine percent (59.0%) and Grantee forty-one percent (41.0%).

Grantor shall reimburse Grantee for its pro rata share of the Costs. Grantee will bill Grantor quarterly, in arrears, for its pro rata share of all Costs, with the first billing date being the last day of the calendar quarter following the Commencement Date. The bill shall be due and payable within thirty (30) days after receipt. In the event Grantor fails or refuses to pay when due its share of any bill for Costs, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against Grantor for reimbursement plus interest.

Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to twelve percent (12.0%) per annum.

Grantor or Grantee, at any time upon at least sixty (60) days prior written notice to the other, may elect to change the point of diversion of its water right from the well. Upon actual change of the point of diversion and disconnection from the well, the disconnecting party shall no longer have any rights, obligations or liabilities associated with the well, except for obligations or liabilities, actual or contingent, arising prior to the date of disconnection.

In the event Grantee fails to perform any required maintenance, repair or replacement of the well or its component parts, which failure continues for a period of ten (10) days after receipt of written notice from Grantor specifying the particulars of such failure, such failure shall constitute a default and Grantor may thereafter institute legal action against Grantee for specific performance, or may institute self-help remedies and offset Grantee's pro rata share of Grantor's reasonable out-of-pocket costs against future amounts due Grantee. In addition to the foregoing, in the event an emergency condition should exist because of the failure of Grantee to perform its obligations with respect to the well or its component parts, Grantee shall not be entitled to such notice and Grantor may immediately assume all or any portion of such obligations until the emergency condition is abated. Notwithstanding the foregoing, Grantee shall not be deemed to be in default if such failure to perform (excluding the payment of money) cannot be rectified within said ten (10) day period and Grantee is diligently proceeding to rectify the particulars of such failure. In any event, the liability of Grantee for damages resulting from or relating to the performance or nonperformance of Grantee shall be limited to the cost of performing such item; it being specifically agreed and understood that in no event shall Grantee be liable to any person for incidental or consequential damages on account thereof.

Grantor shall have the right to fully use and enjoy the Easement Area and the remainder of Tract 1, subject to the rights herein granted to Grantee and the provisions of this Grant. Grantor reserves the right to use and occupy said tract for any purposes consistent with the rights and privileges herein granted that will not interfere with the rights of Grantee as herein specified. Grantor reserves all oil, gas, other minerals, mineral rights, sand and gravel in, on and under the Easement Area.

Grantor agrees not to build, construct or create any obstruction, fence, building, engineering works or other structures or improvements on, across, or under the Easement Area that impairs or interferes with Grantee's rights hereunder without the prior written consent of Grantee, which consent shall not unreasonably be withheld.

This Grant contains the entire agreement of the parties. This Grant shall not be construed in favor of, or against, any party hereto as a result of the identity of the drafting party. The parties agree that should any provision of this Grant be found illegal or unenforceable, that provision shall be severed from this Grant and all of the remaining provisions herein shall remain fully binding and legally enforceable unless the severed

portion was essential to the intended purpose of this Grant. This Grant may be executed in several counterparts, and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

This Grant shall be recorded in the records of Ada County, Idaho, and is to be construed in accordance with the laws of the State of Idaho, without giving effect to any choice of law principles that impose or attempt to impose the laws of another jurisdiction.

To have and to hold the above-described Easement and Grant hereby granted unto Grantee, its successors and assigns, on the terms and conditions stated herein, which Easement and Grant shall be appurtenant to Tract 2 and shall be a covenant running with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Notwithstanding the foregoing, if Grantor or Grantee sells or transfers all or any portion of its interest in its Tract, such owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as owner in connection with the property sold by it arising under this Grant after the sale and conveyance of title but shall remain liable for all obligations arising under this Grant prior to the sale and conveyance of title.

All notices given pursuant to this Grant shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth above. If a notice must be given to a person other than one designated above, such notice shall be sent to the person and address shown on the then current real property tax rolls in Ada County, Idaho. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant on the date set forth above.

Grantor:

ID Solar I, LLC, a Delaware limited liability company

By: Carolina Energy Partners II, LLC
Its Sole Member

By: 
Name: John J. Fosina
Title: Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 23rd day of October, 2015, before me, a Notary Public in and for said state, personally appeared John J. Fosnia, known or identified to me to be the CEO of Carolina Energy Partners II, LLC, a Delaware limited liability company, as the sole member of ID Solar 1, LLC, a Delaware limited liability company, who subscribed said limited liability company name to the instrument, and acknowledged to me that he executed the instrument on behalf of said limited liability company, and that such limited liability company executed the same in the name of the limited liability company.

Witness my hand and official seal.

Margaret D. Mauro
Notary Public
Residing at 767 5th Ave. NY NY 10153
My commission expires: 2/19/19

MARGARET D. MAURO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02MA4977877
Qualified in Nassau County
My Commission Expires 2/19/19

Grantee:

Nicholson Properties, L.P., an Idaho limited partnership

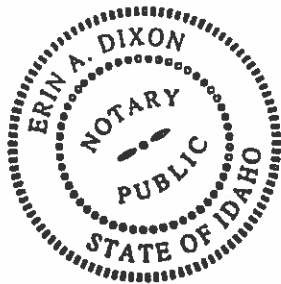
By: Four-N Farms, LLC, General Partner

By: Carl V. Nicholson
Carl V. Nicholson, Manager

STATE OF IDAHO)
COUNTY OF ADA)

On this 24 day of October, 2015, before me, a Notary Public in and for said state, personally appeared Carl V. Nicholson, known or identified to me to be the Manager of Four-N Farms, LLC, an Idaho limited liability company, the General Partner of Nicholson Properties, L.P., an Idaho limited partnership, who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that he executed the instrument on behalf of said limited liability company, and that such limited liability company executed the same in the said limited partnership name.

Witness my hand and official seal.



Erin A. Dixon
Notary Public
Residing at Emmett ID
My commission expires: 11-01-18

EXHIBIT 'A'

ID SOLAR 1
DESCRIPTION FOR ACCESS & UTILITY EASEMENT
NICHOLSON – PARCEL I, S ½ SE ¼, SECTION 10

AN AREA OF LAND IN THE S ½ OF THE SE ¼ OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, THENCE S 89°16'07" E 2658.19 FEET ALONG THE NORTHERLY BOUNDARY OF THE SAID SW ¼ TO A POINT MARKING THE NORTHEAST CORNER OF THE SAID SW ¼; THENCE S 89°15'59" E 1331.36 FEET ALONG THE NORTHERLY BOUNDARY OF THE NW ¼ OF THE SAID SE ¼ TO A POINT MARKING THE NORTHEAST CORNER OF SAID NW ¼ OF THE SE ¼; THENCE S 0°38'09" W 1328.87 FEET ALONG THE EASTERLY BOUNDARY OF SAID NW ¼ OF THE SE ¼ TO A POINT MARKING THE NORTHWEST CORNER OF THE SE ¼ OF THE SAID SE ¼, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S 0°38'09" W 103.70 FEET ALONG THE SAID WESTERLY BOUNDARY OF SAID SE ¼ OF THE SE ¼, FEET TO A POINT;

THENCE S 89°21'51" E 65.18 FEET TO A POINT;

THENCE S 0°38'09" W 64.83 FEET TO A POINT;

THENCE N 90°00'00" E 32.93 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT 107.63 FEET HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 112°07'24", WITH A CHORD OF 91.26 FEET BEARING S 33°56'18" E TO A POINT OF TANGENCY;

THENCE S 22°07'24" W 705.26 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT 66.50 FEET HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 31°45'09", WITH A CHORD OF 65.65 FEET BEARING S 6°14'49" W TO A POINT OF TANGENCY;

THENCE S 9°37'45" E 199.21 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT 88.55 FEET HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 42°16'43", WITH A CHORD OF 86.55 FEET BEARING S 30°46'07" E TO A POINT OF TANGENCY;

THENCE S 51°54'28" E 154.96 FEET TO A POINT;

THENCE N 89°16'03" W 49.44 FEET TO A POINT;

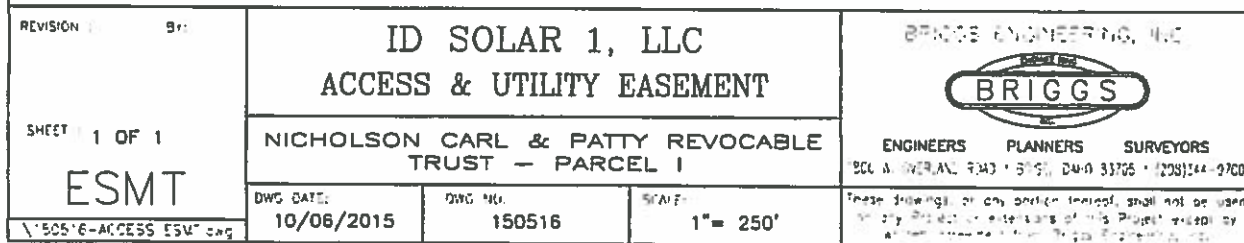
THENCE N 51°54'28" W 115.66 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT 110.69 FEET HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 42°16'43", WITH A CHORD OF 108.19 FEET BEARING N 30°46'07" W TO A POINT OF TANGENCY;

THENCE N 9°37'45" W 199.21 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT 83.13 FEET HAVING A RADIUS OF 150.00 FEET,
THROUGH A CENTRAL ANGLE OF 31°45'09", WITH A CHORD OF 82.07 FEET BEARING
N 6°14'49" E TO A POINT OF TANGENCY;
THENCE N 22°07'24" E 705.26 FEET TO A POINT OF CURVE;
THENCE ALONG A CURVE TO THE LEFT 48.92 FEET HAVING A RADIUS OF 25.00 FEET, THROUGH
A CENTRAL ANGLE OF 112°07'24", WITH A CHORD OF 41.48 FEET BEARING N 33°56'18" W TO A
POINT OF TANGENCY;
THENCE N 90°00'00" W 128.44 FEET TO A POINT;
THENCE N 0°38'09" E 199.64 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE SW ¼
OF THE SE ¼;
THENCE ALONG SAID NORTHERLY BOUNDARY S 89°16'01" E 30.00 FEET TO THE POINT OF
BEGINNING.







108077154

WARRANTY DEED

FOR VALUE RECEIVED, CARL NICHOLSON and PATTY NICHOLSON,
Trustees of the Carl and Patty Nicholson Revocable Trust UTA April 30, 2002, the Grantors,
do hereby grant, bargain, sell and convey unto JON NICHOLSON, Grantee, 18100 South
Cloverdale Road, Kuna, Idaho 83634, all of their right, title, and interest in the following
described property, situated in County of Ada, State of Idaho, to wit:

NW1/4 of the SE1/4, Section 10, Township 1 North, Range 1
East, Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with
the said Grantee, that they are the owners in fee simple of said premises; that said premises
are free from all encumbrances and that they will warrant and defend the same from all
lawful claims whatsoever.

Dated this 5 day of June, 2008.

Carl V. Nicholson
Carl Nicholson, Trustee of the Carl and
Patty Nicholson Revocable Trust

Patty Nicholson
Patty Nicholson, Trustee of the Carl and
Patty Nicholson Revocable Trust

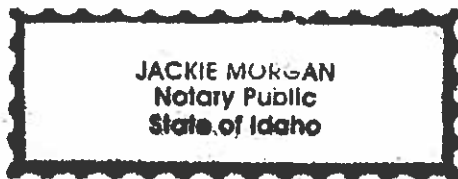
STATE OF IDAHO)

) ss:

County of Ada)

On this 24th day of June, 2008, before me, a Notary Public, personally appeared CARL NICHOLSON and PATTY NICHOLSON, as Trustees of the Carl and Patty Nicholson Revocable Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Jackie Morgan
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 4.13.13

Attachments 7a & 7b-2: Point of Diversion and Proposed Place of Use

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



81280

Attachments
#7a & #7b-2

Attachment 7b-1: Current Place of Use

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



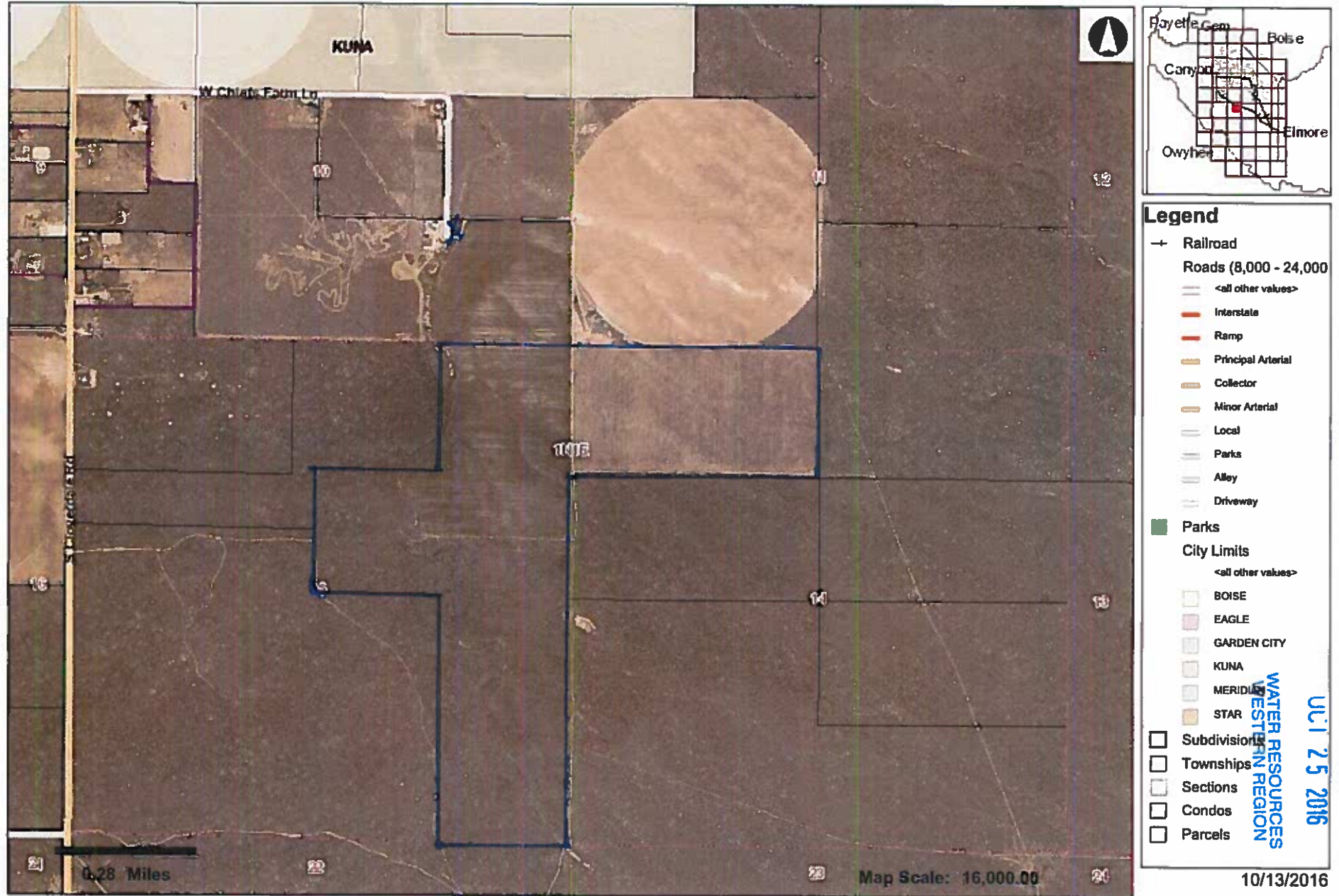
81280

Attachment #7b-1

Attachments 7a & 7b-2: Point of Diversion and Proposed Place of Use

Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.



81280

RECEIVED

No. L 6384		Due no later than Apr 30, 2016 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. NICHOLSON PROPERTIES, L.P. CARL V NICHOLSON MEMBER FOUR-N FARMS, LLC PO BOX 327 KUNA ID 83634		CARL V NICHOLSON 18106 S CLOVERDALE KUNA ID 83634			
				3. <u>New</u> Registered Agent Signature:*			
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
GENERAL PARTNER	CARL V NICHOLSON FOUR-N FARMS, LLC	PO BOX 327	KUNA	ID	USA	83634	
5. Organized Under the Laws of: ID L 6384		6. Annual Report must be signed.* Signature: Carl V Nicholson Name (type or print): Carl V Nicholson Date: 04/22/2016 Title: Member					
Processed 04/22/2016		* Electronically provided signatures are accepted as original signatures.					

81280



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

February 24, 2017

NICHOLSON PROPERTIES LP
18106 S CLOVERDALE
KUNA, ID 83634

RE: Transfer No. 81280
Water Right No(s). 63-7756

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATESMAN on 3/2/2017 and 3/9/2017. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Rachel Neely
Administrative Assistant

CC:
DANA L HOFSTETTER
HAWLEY TROXELL ENNIS & HAWLEY
877 MAIN ST STE 1000
PO BOX 1617
BOISE, ID 83701-1617

Neely, Rachel

From: Neely, Rachel
Sent: Friday, February 24, 2017 8:27 AM
To: 'BOI Legals'
Subject: Ada Legal Ads
Attachments: Ada Cover Letter.docx; Ada Legal Ad.docx

Good Morning Legal Clerk,

Please see the attached ads for publication on 3/2/17 & 3/9/17

Please confirm these are okay to publish as shown.

Thank you,

Rachel Neely

Administrative Assistant I
IDWR-Western Region
2735 Airport Way Boise, ID 83705
Rachel.Neely@idwr.idaho.gov

February 24, 2017

LEGAL NOTICE DEPARTMENT
IDAHO STATESMAN
PO BOX 40
BOISE, ID 83707

RE: Application for Permit No. 63-34332
Application for Transfer No. 81280
Application for Transfer No. 81189

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). 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. Please send the affidavit and bill to this office before 3/20/2017. Your cooperation is appreciated.

Sincerely,

Rachel Neely
Administrative Assistant

Enclosure(s)

The following applications have been filed to appropriate the public waters of the State of Idaho:

63-34332

H & B CRUSHING LLC

PO BOX 117

KUNA, ID 83634

Point of Diversion NENE S15 T02N R01E ADA County Source GROUND WATER

Use: AESTHETIC STORAGE 01/01 to 12/31 35.2 AF

Total Diversion: 35.2 AF

Date Filed: 1/17/2017

Place of Use: AESTHETIC STORAGE

T02N R01E S15 NENE

Water bearing zone to be appropriated is from 0 to 15 feet.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81189

CITY OF MERIDIAN, 33 E BROADWAY STE 206, MERIDIAN, ID 83642; has filed Application No. 81189 for changes to the following water rights within ADA County(s): Right No(s): 63-34034; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The City of Meridian proposes to change the point of diversion on this water right to allow them to divert water from a new well to be constructed within Storey Park. The water right authorizes the use of water for irrigation and industrial purposes within the park which is located near the intersection of S Main St and E Franklin Rd in Meridian ID.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81280

NICHOLSON PROPERTIES LP, 18106 S CLOVERDALE, KUNA, ID 83634; has filed Application No. 81280 for changes to the following water rights within ADA County(s): Right No(s): 63-7756; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The applicant proposes to change the place of use for a portion of the water right to reflect the change in property ownership and irrigation practices. The new place of use is located southeast of Kuna ID near the intersection of S Cloverdale RD and Chiefs Farm Ln.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at 208-334-2190; or for a full description of the right(s) or proposed transfer (s) please see www.idwr.idaho.gov. Protests may be submitted based on the criteria of Idaho Code §§ 42-203A and 42-222. Any protest against the approval of the application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 3/20/2017. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 3/2/2017 and 3/9/2017

Hummer, Phill

From: Dana Hofstetter <DHofstetter@hawleytroxell.com>
Sent: Wednesday, February 01, 2017 3:24 PM
To: Hummer, Phill
Subject: RE: Application for Transfer [IWOV-DMSMSG1.FID712708]
Attachments: Warranty Deed dated June 8,2008.PDF

Categories: More Info Emails

Phill,

In response to your question below, I attach a Deed by which a portion of 63-7756 appears to have been deeded previously as an appurtenance to the NWSE of Section 10, T1N, R1E. Please let me know if you have any further questions.

Thank you,

Dana

DANA L. HOFSTETTER
Of Counsel
direct 208.388.4867
fax 208.954.5943
www.HawleyTroxell.com
HAWLEY TROXELL
Attorneys and Counselors

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From: Hummer, Phill [mailto:Phill.Hummer@idwr.idaho.gov]
Sent: Wednesday, February 01, 2017 11:26 AM
To: Dana Hofstetter
Subject: Application for Transfer

Hi Dana,

I just started working on the application for transfer submitted by Nicholson Properties LP involving water right no. 63-7756. The application proposes to transfer 2.33 cfs and 589.5 af of water for 131 acres. However, going through the deeds submitted with the application it seems that 2.93 cfs and 738 af were retained in the sale of the property. Is there a reason the amount to be transferred is not the full amount excluded from the sale or does the application need to be amended to include the rest of the water?

Phill Hummer
Water Resource Agent
Idaho Department of Water Resources
Phone: (208) 334-2190
Email: phill.hummer@idwr.idaho.gov



ATTORNEYS AND COUNSELORS

Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

DANA L. HOFSTETTER
MAIL: DHOFSTETTER@HAWLEYTROXELL.COM
DIRECT DIAL: 208-388-4867
DIRECT FAX: 208-954-4867

October 25, 2016

VIA HAND DELIVERY

Angela Grimm
Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho

RECEIVED
OCT 25 2016
WATER RESOURCES
WESTERN REGION

Re: *October 21, 2016, Transfer Application for Nicholson Properties, L.P.*

Dear Ms. Grimm:

Attachments 7a & 7b-2 to the Transfer Application for Nicholson Properties, L.P. that I filed on October 21, 2016, inadvertently omitted the point of diversion. Attached is a replacement Attachments 7a & 7b-2 with the point of diversion.

Please contact me if you have any questions about this matter. Thank you.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP

Dana L. Hofstetter

DH:tas
Enclosures