

received 5/8/2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
01-7022 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BP Hydro Associates
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Dietrich Drop Hydro, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|--|----------------------------------|-----------|--------------|
| <u>One Tech Drive, Suite 220 Attn: General Counsel</u> | <u>Andover</u> | <u>MA</u> | <u>01810</u> |
| Mailing address | City | State | ZIP |
| <u>(978) 296-6822</u> | <u>megan.beauregard@enel.com</u> | | |
| Telephone | Email | | |

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: March 27, 2015
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: *[Signature]* Vice President 5/5/15
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *[Signature]* Date 5/11/2015 Receipt No. E040999 Receipt Amt. \$50.-
Approved by *[Signature]* Processed by *[Signature]* Date 5/13/2015 \$25.- for this app.

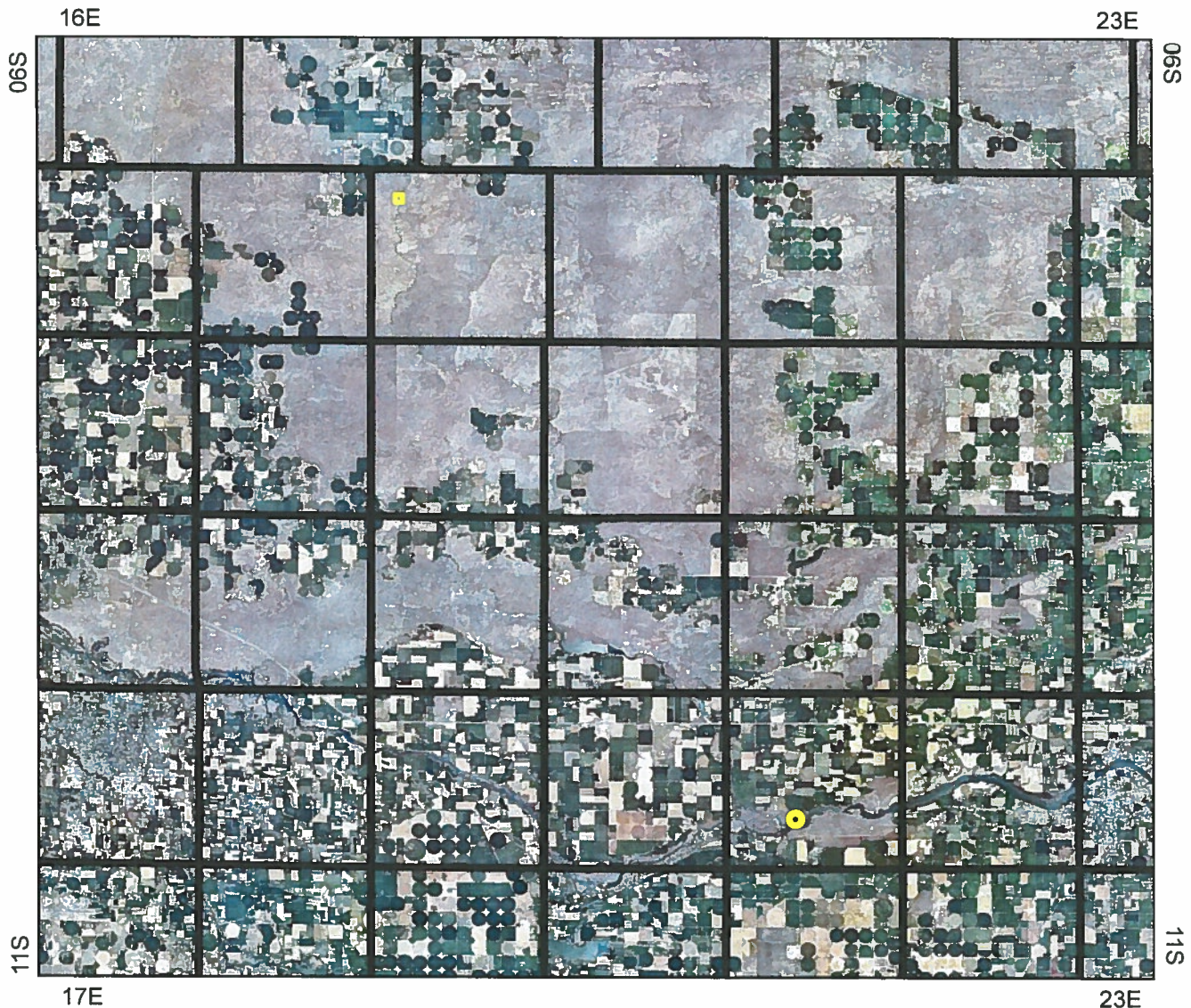
State of Idaho
Department of Water Resources

Water Right

1-7022

POWER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



0 3.75 7.5 15 Miles

- Point of Diversion
- Place Of Use Boundary
- Townships



THIS INSTRUMENT FILED
FOR RECORD BY STEWART
TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED
AS TO ITS EFFECTS UPON
THE TITLE.

LINCOLN COUNTY
Recorded for:
STEWART TITLE - EMERALD OFFICE
02:24:25 PM 03-27-2015
0000196062
No. Pages 9 Fee: \$34.00
BRENDA FARNWORTH
County Clerk
Deputy: cr
Electronically Recorded by Simplifile

Record and return to:

Michael B. Peisner, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112-7320

ASSIGNMENT AGREEMENT AND BILL OF SALE

DIETRICH DROP HYDROELECTRIC PROJECT

THIS AGREEMENT is made and entered into this 27th day of MARCH, 2015, by and between BP HYDRO ASSOCIATES, an Idaho general partnership (the "Partnership") and DIETRICH DROP HYDRO, LLC, a Delaware limited liability company (the "Company").

RECITALS

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

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

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

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

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

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

4. Acceptance. The Company hereby accepts the assignments, conveyances, transfers and quit claims herein contained and agrees to assume, without limitation, all rights,

THIS INSTRUMENT FILED
FOR RECORD BY STEWART
TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT
HAS NOT BEEN EXAMINED
AS TO ITS EFFECTS UPON
THE TITLE

Recorded Electronically
ID <u>191062</u>
Date <u>3-27-15</u>

Record and return to:

Michael B. Peisner, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, ME 04112-7320

Electronically recorded — Do not
remove the county stamped first
page as it is now incorporated as
part of the original document.

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titles, interests, properties and obligations of Partnership in and to the Project, including, but not limited to, those items listed and described on Exhibits "A" and "B" attached hereto.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BP HYDRO ASSOCIATES

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Essex

} ss:

On the 27 day of March in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Champagne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



[Signature]
Notary Public

DIETRICH DROP HYDRO, LLC

By: [Signature]

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Essex

} ss:

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[Signature]
Notary Public

DIETRICH DROP HYDRO, LLC

By: _____

COMMONWEALTH OF MASSACHUSETTS)

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[Signature]
Notary Public

EXHIBIT "A"

- (1) Approved Applications for Water Permits Nos. 01-7022 and 01-7058 issued to American Falls Reservoir District No. 2 and assigned by (a) Assignment of Permit dated November 3, 1986 between American Falls Reservoir District No. 2 and Big Wood Canal Company, (b) transfer to Stewart Title Company of Idaho evidenced by letter from Idaho Department of Water Resources dated April 26, 1988;
- (2) Firm Energy Sales Agreement dated July 13, 1987 between Partnership and Idaho Power Company;
- (3) FERC License for Project No. 8909;
- (4) Contract between the United States of America and Big Wood Canal Company dated December 18, 1987, being Contract No. 7-07-10-P-0019, as assigned by the Assignment Agreement described below;
- (5) Assignment Agreement dated December 18, 1987, between Bonneville Pacific Corporation and Big Wood Canal Company said assignment being recorded on April 28, 1988 with the County Recorder of Lincoln County, Idaho, as Instrument No. 152077, as assigned to Partnership by instrument recorded on March 5, 1990 with the County Recorder of Lincoln County, Idaho, as Instrument No. 153789, regarding the following described property:

PARCEL A- Intake, Flume, Penstock & Powerhouse Switchyard Easement

A 400 foot wide intake, flume, penstock, powerhouse switchyard easement being situate in a portion of the Northeast 1/4 of Section 7, Township 7 South, Range 19 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a POINT OF BEGINNING which lies South 19 degrees 30'18" West, 2729.18 feet from the Northeast corner of said Section 7, and running thence North 6 deg. 09'03" East, 357.50 feet; thence North 1 deg. 50'56" West, 192.50 feet; thence North 6 deg. 24'06" East, 950.00 feet; and thence North 13 deg. 47'29" East, 500.00 feet to a point which lies South 47 deg. 42'11" West, 884.22 feet from the Northeast corner of said Section 7.

PARCEL B --Power Transmission Line Easement

A 50 foot (50') wide POWER TRANSMISSION LINE EASEMENT being situate in a portion of the NE 1/4 NE 1/4 of Section 7, and the SE 1/4 SE 1/4 of Section 6 AND the West 1/2 West 1/2 of Section 5 all within Township 7 South, Range 19 East, Boise Meridian, Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at the Northeast corner of Section 7, said point being a standard BLM Brass Cap; thence South 51 deg. 02'24" West, 950.43 feet to the TRUE POINT OF BEGINNING, said point lies South 72 deg. 23'01" East, 1993.20 feet from the North One Quarter Corner of said Section 7, said point being a standard BLM Brass Cap; thence along the centerline of said easement North 8 deg. 13'49" East, 605.23 feet to a point on the South line of said Section 6, said point lies North 89 deg. 52'41" West, 652.40 feet from said Northeast corner of Section 7; thence along the centerline of said easement in Section 6, North 8 degrees 13'49" East, 542.42 feet to an angle point; thence along the centerline of said easement North 42 deg. 28'42" East, 853.82 feet to a point on the West line of said Section 5, said point lies North 00 deg. 05'26" East, 1167.95 feet from the Southwest corner of said Section 5; thence along the centerline of said easement in Section 5, North 42 deg. 28'42" East, 598.24 feet to an angle point; thence along the centerline of said easement North 00 deg. 35'32" East, 3021.69 feet to the South boundary line of Section 36, T. 6 S., R. 18 E., said point lies South 89 deg. 43'38" East, 427.44 feet from the Northwest corner of said Section 5, said point being a standard ELM Brass Cap, the POINT OF TERMINUS.

PARCEL C - Canal and Access Road Easement

A 200 foot wide canal and access road easement, being situate in a portion of the Northeast 1/4 of Section 7, the Southeast 1/4 of Section 6; the Southwest 1/4 of Section 5 all in Township 7 South, Range 19 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a point of beginning which lies South 47 deg. 42'11" West, 884.22 feet from the Northeast corner of said Section 7 and running thence North 16 deg. 05' 58" East, 1184.69 feet; thence North 47 deg. 26'48" East, 1045.00 feet; and thence North 34 deg. 12'57" East, 180.00

feet to a point on the centerline of the Milner-Gooding Canal, said point lies North 21 deg. 18'21" East, 1501.34 feet from the Northeast corner of said Section 7.

PARCEL D - Access Road Easement

A 50 foot wide road easement on the West bank of the Milner-Gooding Canal, being situate in a portion of the West 1/2 of Section 5, Township 7 South, Range 19 East, and the East 1/2 of Section 36, Township 6 South, Range 18 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at a point which lies North 18 deg. 38'14" East, 1520.10 feet from the Southwest corner of said Section 5, and running
thence North 34 deg. 54'38" East, 1608.04 feet;
thence North 12 deg. 21'59" West, 957.21 feet;
thence North 43 deg. 25'28" West, 686.00 feet;
thence North 16 deg. 13'29" West, 1070.42 feet;
thence North 15 deg. 47'45" East, 1008.06 feet;
thence North 5 deg. 44'26" West, 1641.70 feet;
thence North 38 deg. 22'37" East, 573.25 feet;
thence North 19 deg. 18'14" West, 1186.59 feet;
thence North 48 deg. 30'50" West, 570.95 feet; and
thence North 6 deg. 45'00" West, 98.74 feet to a point on the South boundary fence of a county road, said point lies South 87 deg. 40'50" East, 2743.85 feet from the Northwest corner of said Section 36, said corner being monumented with a 1/2" iron rebar with surveyors cap marked "PELS 3260".

PARCEL E- Whittaker Right of Way Powerline

A 50 foot wide power transmission line easement being situated in a portion of the W 1/2 SE 1/4 and N 1/2 SW 1/4 and W 1/2 NW 1/4 of Section 36, Township 6 South, Range 18 East, B.M., Lincoln County, Idaho; the centerline of said easement being more particularly described as follows:

Beginning at the South One Quarter Corner of said Section 36, said point being a standard BLM Brass Cap, thence along the Southerly boundary of said Section 36, South 89 degrees 44'49" East, 84.24 feet to the Northwest Corner of Section 5, T. 7 S., R. 19 E., B.M., Lincoln County, Idaho, said corner being a standard BLM Brass Cap; thence along the Southerly boundary of said Section 36, South 89 degrees 43'32" East, 402.47 feet to the TRUE POINT OF BEGINNING, said point lies North 89 degrees 43'32" West 2150.84 feet from the Southwest Corner of said Section 36; thence along the centerline of said easement North 12 degrees 08'35" East, 9.82 feet to an existing power pole; thence along said existing power line North 08 degrees 38'31" West, 632.26 feet to an existing power pole; thence along said existing power line North 21 degrees 33'01" East, 762.24 feet; thence North 59 degrees 28'53" West, 3805.83 feet to a point which lies 25.00 feet easterly of the westerly boundary of said Section 36; thence parallel to and 25.00 feet Easterly from the Westerly boundary line of said Section 36, North 00 degrees 07'48" East,

2000 feet to the POINT OF TERMINUS of said easement, said point lies South 89 degrees 43'38" East, 25.00 feet from the Northwest Corner of said Section 36.

EXHIBIT "B"

Equipment Listing

1. All of the buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the lands described above;
2. All transmission lines, cables, metering devices, generators, switchgears, valves, transformers, electrical equipment, turbines, wicket gates, upstream spool pieces, downstream spool pieces, piping couplings and all of the fixtures and personal property now or hereafter located in or on, or used or intended to be used in connection with the hydroelectric power plant, known as Dietrich Drop Hydroelectric Project in Lincoln County, Idaho.