

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 479

RECEIVED
MAR 31 2021
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GRAND VIEW PV SOLAR TWO LLC
PO BOX 2576
BOISE, ID 83701

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
61-2163	12/2/1963	GROUND WATER	0.01	2.7	0.6	0.02	4.5
Combined Rental Totals			0.01	2.7	0.6	0.02	4.5

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2022. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2021, whichever occurs last.

Annual Rental Fee:

2021 - 2022: \$1,430.00 annually

The full fee for the rental of the above-described right(s) is \$1,430.00 per year for years 2021 - 2022. The rental fee includes an administrative fee of \$143.00 per year for years 2021 - 2022.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
INDUSTRIAL	0.010	2.00
Combined Total	0.010	2.00

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

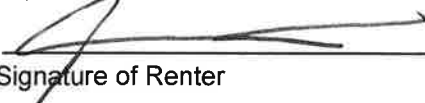
WATER SUPPLY BANK RENTAL AGREEMENT No. 479

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Grand View PV Solar Two LLC

By: Clenera, LLC, its authorized agent

By: Solis LLC, its Member



Signature of Renter

3/31/2021

Date

Jason Ellsworth

Printed Name

Manager

Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By 

BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date 4/5/21

Rental approved by IDWR 

Date 4/5/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 479

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSE Sec. 31, Twp 04S, Rge 04E, ELMORE County

BENEFICIAL USE
INDUSTRIAL

DIVERSION RATE
0.01 CFS

VOLUME
2.0 AF

SEASON OF USE

From To
1/1 12/31

RENTERS PLACE OF USE: INDUSTRIAL

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	04E	4										X							X
05S	04E	5						X L4	X		X	X	X	X	X	X	X	X	X
05S	04E	6	X L1	X L1 X L2	X	X									X	X	X	X	X

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.
8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. The use of water for industrial purposes under this rental may begin as early as March 1, provided other elements of the rights being rented are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decreed has been entered for the rights on this rental.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 479

10. This rental agreement does not authorize the construction of a well.
11. This rental does not grant a right-of-way or easement on the property of another party.
12. The water rented under this agreement is appurtenant to the irrigation of 0.6 acres.
13. Industrial use is for the maintenance of solar energy site.
14. The following rights are diverted through the points of diversion described above: 61-7088 and 61-11747.
15. Use of water under this water right may be regulated by the watermaster of State Water District No. 161.



Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 479

Effective until December 31, 2022

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



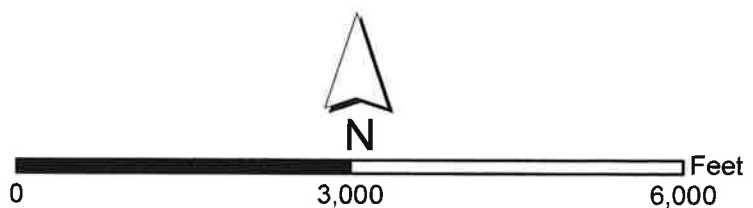
● Authorized Rental Point of Diversion

□ Authorized Rental Place of Use

□ Township/Range

□ Sections

□ QQ



STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

RECEIVED

NOV 02 2020

DEPARTMENT OF
WATER RESOURCESApplicant Name: Grand View PV Solar Two LLC

Is this application being submitted with a lease application as a lease/rental package?

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

Rental applications should be submitted well in advance of the desired start date for the use of rental water. Rental applications may be processed as early as November 1 of the year prior to the intended use of rental water. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicants. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests will not be accepted once the rental season of use period has concluded.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit the Bank's website at http://idwr.idaho.gov/water_supply_bank.

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

Completed *Application to Rent Water from the Board's Water Supply Bank*

Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

2



A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request

3A



Detailed information on a proposed use of rental water

3F



Authorization from the owner/operator of the rental point(s) of diversion

3H



Water modeling to account for the impacts of the rental request

3J



Documents justifying a rate of flow greater than 0.02 cfs/acre

3K



Authorization from the owner/operator of the property at the proposed rental place(s) of use

4B



Explanation of how the rental water will sufficiently accomplish your rental purposes

4C



Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Grand View PV Solar Two LLC

Mailing Address <u>c/o Clenera, LLC; PO Box 2576</u>	Boise	ID	83701
Street	City	State	Zip Code
Email Address <u>ga.notices@clenera.com</u>	Phone Number <u>208-639-3232</u>		

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
 If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative <u>Jason Ellsworth</u>	Professional Title <u>CEO</u>
Organization <u>Clenera, LLC</u>	Relationship to Applicant <u>Manager of Authorized Agent</u>
Mailing Address <u>PO Box 2576, Boise, ID 83701</u>	
Email Address <u>ga.notices@clenera.com</u>	Phone Number <u>208-639-3232</u>

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. Make sure the rental place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to irrigate. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

This property is a solar energy site. The water will be used to mix with vegetation control applications to help keep the site free of any weeds and other nuisance vegetation. Water will also be used to clean the solar site as needed.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
CFS	2 AF	CFS	2 AF	AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. This section must be completed in full. Enter the proposed start date and latest possible start date for using rental water as well as the number of years you would like to rent water. The latest possible start is the latest possible date by which you would be willing to pay for a rental and be able to benefit from utilizing rental water.

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
01/01/2021	03/01/2021	☐ 1	☒ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

We will be using a water truck to transport water from the POD to the POU during the irrigation season.

- E. Describe the physical type (pump, headgate, etc.) and location of the POD from which rental water is proposed to be diverted:

POD Description	Water Source	Other Water Rights Diverted from this POD
Pump	Well	None

If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

- F. Has documented consent from all relevant water delivery entities been obtained? Yes ☒ N/A ☐
If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling? Yes ☐ No ☒
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request? Yes ☐ N/A ☒
If yes, label modeling Attachment 3 H.
Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Industrial from: 01/01/21 (mm/dd) to: 12/31/22 (mm/dd)
- ☐ Other: _____ from: _____ (mm/dd) to: _____ (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre? N/A ☒ Yes ☐ No ☐
If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☐ No ☒
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required:

N/A

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☐ No ☒

If yes, specify below the elements of the water rights you are requesting to rent. If no, continue to Question 4B.

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Lease and rental documents are searchable via [IDWR's website](#).

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.** For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers.

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL			
						CFS	AF	AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B**:

We will be renting an unusually low rate of water per acre compared to irrigation because the water will be used to spray for nuisance weeds and wash solar panels (if needed).

C. Does your rental request propose to change the nature of use for any water right(s) being rented?

Yes ☐ No ☒

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C**:

We are continuing to use the water to maintain ground coverage and keep nuisance vegetation away.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☐ No ☒

If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

We are not the current landowners and are leasing the plot of land. The previous Rental Agreement ID is 281.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒

If yes, describe:

Yes ☐ No ☒

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒

If yes, describe the date and location of the NOV.

- D. Additional Information

Ground water will be diverted and delivered to the fill pond only during the irrigation season (March 1st - November 15th. Grand View PV Solar Two LLC does not directly pay Simplot the annual rental fee (\$2 per thousand gallons of water delivered to the fill pond). Therefore, Idaho Department of Water Resources is responsible for collecting this payment on behalf of Simplot.

DECLARATION

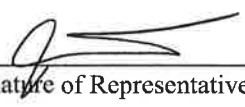
I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.

Signature of Applicant

Grand View PV Solar Two LLC
By: Clenera, LLC, its Authorized Agent

Printed Name of Applicant

Date

x 
Signature of Representative

Jason Ellsworth, its Manager

Printed Name of Representative

10/20/2020

Date

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

STATE OF IDAHO
WATER RESOURCE BOARD

Water Modeling Requirement Information Sheet

Information on water modeling requirements for rental requests within special administrative areas

Important information on requesting rental water within special administrative areas: Refer to the information below to determine whether the modeling of potential impacts from your rental request is necessary. Use Section 4 of the rental application to identify selected water rights. **If you submit an application to rent water from within a special administrative area and water modeling is required, your rental request will be returned if water modeling is not provided.**

Water modeling may be required when an application to rent water involves one of two scenarios:

Scenario 1: The rental request proposes to divert water from a regulated water source and/or within a special administrative area AND the distance between the rental point(s) of diversion (POD) and the POD(s) for the leased water right(s) is greater than the administratively established, acceptable distance.

Regulated water sources may areas include:

- A. Ground water resources within the modeled area of the Eastern Snake Plain Aquifer (ESPA) and tributary aquifers;
- B. Ground water within Ground Water Management Areas (GWMAs) or Critical Ground Water Areas (CGWAs);
- C. Water resources within other specified administrative areas, as established by the Idaho Water Resource Board (IWRB) or the Idaho Department of Water Resources.

The distance between any rental POD(s) and the POD(s) for a leased water right to be rented is important. On the ESPA, distance is measured in terms of model cells that cover an area of one square mile. Ground water modeling is not required if lease POD(s) and rental POD(s) are located within the same model cell or within adjacent model cells. If the lease and rental PODs are separated by more than one model cell groundwater modeling must be completed using the IDWR ESPA Transfer Tool and modeling results must be submitted with the rental application. ESPA modeling tools can be accessed and freely downloaded from IDWR's website by visiting: www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.

Ground water modeling may be required within GWMAs, CGWAs or other regulated administrative areas. Applicants who desire to rent water within an established GWMA, CGWA or other regulated administrative area should consult IDWR's website before submitting their application to review the current status of administrative orders related to regulated administrative areas. Consult www.idwr.idaho.gov/WaterInformation/GroundWaterManagement/designated_areas.htm for information on GWMAs or CGWAs, visit <https://idwr.maps.arcgis.com/home/> to use mapping tools to find other regulated areas.

Applicants interested in renting water within a GWMA, CGWA or other regulated administrative areas should request water rights that have been leased into the Bank from within the same administrative area. Generally, the Bank will not permit a rental of water within a regulated administrative area if the leased water rights are not located within that same administrative area.

Scenario 2: A rental request proposes to divert water from a different but hydraulically connected water source.

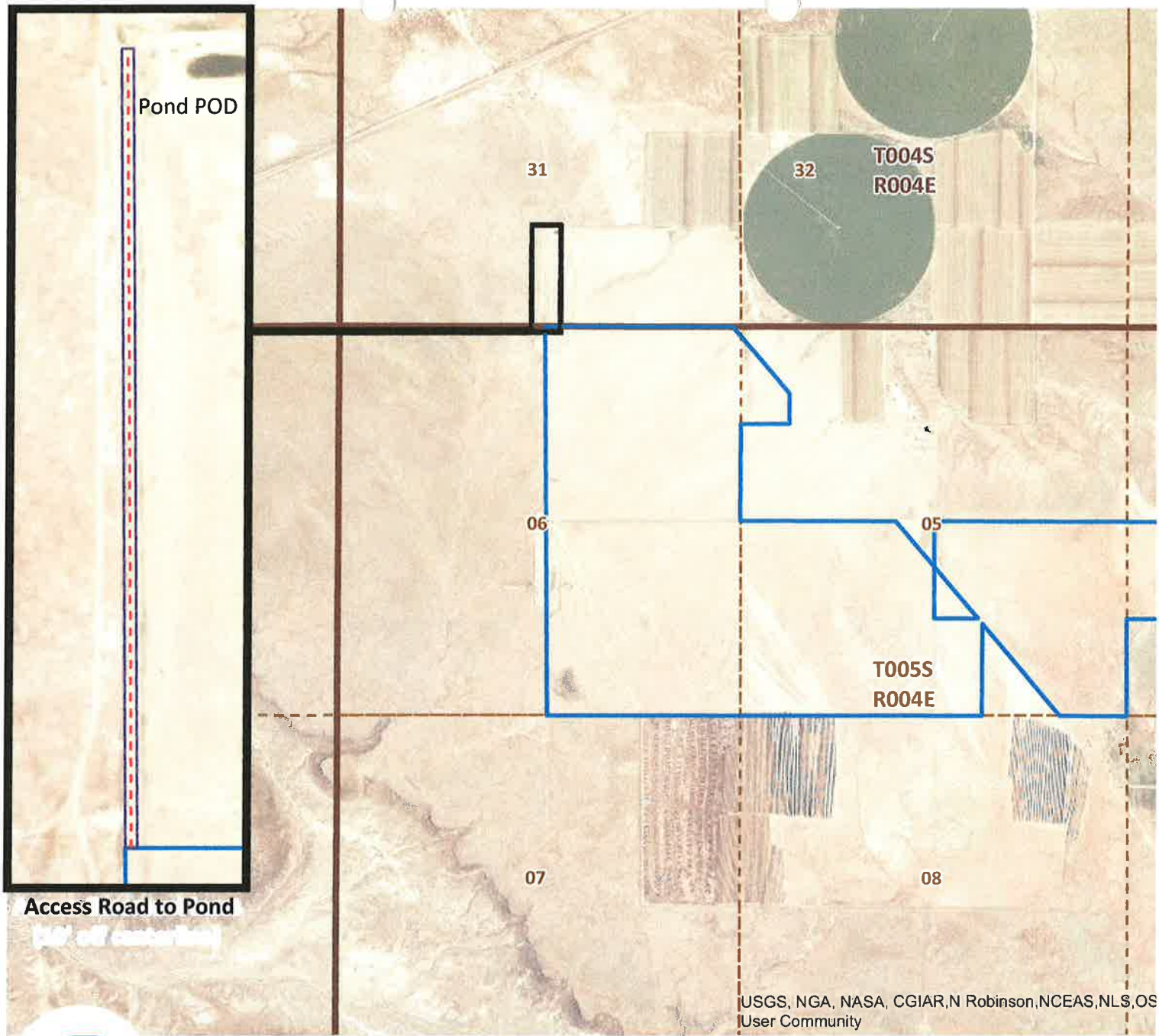
Modeling situations may include:

- A. Rental requests that propose to divert surface water rights via ground water POD(s) (wells); and
- B. Rental requests that propose to divert ground water from one aquifer when the right being rented authorizes the diversion of ground water from a hydraulically connected, tributary aquifer.

Rental requests that propose to divert surface water rights from ground water points of diversion may be considered if ground water modeling establishes that the surface and ground water resources are directly and immediately hydraulically connected. An acceptable hydraulic connection occurs when at least 50 percent of the total depletions from a well are detectable from the original water source within a 24 hour period. The existing (leased) POD and proposed (rental) POD must be proximate such that diversion and use of water from the proposed POD would have substantially the same effect on the hydraulically-connected source as diversion and use of water from the original POD.

Requests to rent ground water across tributary aquifer sources may be considered if ground water modeling is provided to demonstrate that two aquifers are hydraulically connected and the anticipated impacts of diverting ground water from one source through the other is modeled accordingly.

For more information about rental application requirements, contact IDWR at (208) 287-4800.



Water Usage Agreement

This Water Usage Agreement ("Agreement") is entered into as of August 22, 2017 by and between J. R. Simplot Company, a Nevada corporation (Simplot) and Grand View PV Solar Two, LLC, a Delaware limited liability company ("Solar").

Simplot Address:

J. R. Simplot Company, a Nevada corporation
Post Office Box 27
Boise, ID 83707

Solar Address:

Grand View PV Solar Two, LLC
PO Box 2576
Boise, ID 83701

1. Water Rights To Be Rented by Solar

Solar shall apply with the Idaho Water Resource Board Water Supply Bank ("Water Bank") to rent up to 2.7 acre feet per year for use by Solar to conduct the cleaning of Solar's electrical generating facility constructed on that certain parcel of land described on Exhibit A attached hereto ("Solar Site"). Simplot's delivery of water pursuant to this Agreement shall be subject to Solar's receipt of an approval by the Idaho Water Resource Board of Solar's rental of water from the Water Bank.

2. Term

This Agreement shall terminate upon either (i) the expiration of Solar's Water Bank Rental contract, or (ii) the expiration of Solar's lease of the Solar Site from Simplot, or (iii) at midnight on the 180th day following the date of Simplot's notice to Solar to terminate this Agreement.

3. Water Delivery and Seasonal Use

Simplot owns and operates an irrigation system that is near the Solar Site. Provided the parties accept the terms described herein, Simplot shall deliver the water rented by Solar from the Water Bank to a pond located within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, T.4S R.4E B.M. Elmore County, Idaho ("Delivery Point"). Solar will be responsible for the costs to construct any system that is used to transport water from the Delivery Point to the Solar Site. Simplot hereby grants Solar a non-exclusive revocable license for a term commensurate with the term of this Agreement for the use of Simplot land for the purpose of installing and operating a water delivery system used by Solar to transport water from the Delivery Point to the Solar Site. Prior to installing any improvements on Simplot land in connection with this Agreement, Solar shall provide Simplot the Solar's construction and operation plans for Simplot's review and approval.

Water Usage Agreement

Water will be delivered by Simplot to the Delivery Point only during the season when Simplot is operating Simplot's irrigation system. Solar will be responsible for the costs to construct any water storage facility that Solar may require to have water available to Solar during periods when Simplot is not operating its irrigation system.

4. Fees and Maintenance Costs

Solar shall be responsible for the rent charged by the Water Bank. In addition, to cover a portion of Simplot's costs to operate and maintain the system for delivering water to the Delivery Point, Solar shall also pay Simplot \$2.00 per 1,000 gallons of water delivered to the Delivery Point. To determine the amount of water delivered to the Delivery Point, Solar shall install a flow meter at the Delivery Point at Solar's expense. Annually, Solar, at Solar's expense, shall arrange for the flow meter to be inspected and certified for accuracy.

5. Water Interruption

Simplot will operate its irrigation system in good faith to deliver the water rented by Solar from the Water Bank to the Delivery Point. However, in the event Simplot needs all of the capacity available in Simplot's irrigation system to irrigate crops, Simplot may interrupt the delivery to the Delivery Point. Simplot will use reasonable efforts to minimize the frequency and duration of any water delivery interruptions. Solar shall hold Simplot harmless from any claims or causes of action that arise from or are related to any water delivery interruption.

6. Other Provisions:

All of Solar's operations with respect to the delivery, conveyance, use, management, storage, disposal and handling of the water and any resulting waste water shall comply with all applicable laws and regulations.

Solar shall protect, indemnify, defend and hold Simplot harmless from and against any claim for liabilities, losses, costs, expenses, damages or injuries arising out of or relating to Solar's delivery, conveyance, use, management, storage, disposal and handling of the water and any resulting waste water.

7. No Recording:

The Agreement shall not be recorded in the official real property records of Elmore County.

Water Usage Agreement

Acknowledged and accepted by:

SOLAR

Grand View PV Solar Two, LLC

By: CRE-Grandview Idaho LLC,
its Manager

By: Keith Holst

Name: Keith Holst

Title: Operations Committee Member

Date: Sep 21, 2017

SIMPLOT

J. R. Simplot Company

By: 

Print Name: James B. Alderman

Its: Senior V.P and Assistant Secretary

Date: October 3, 2017

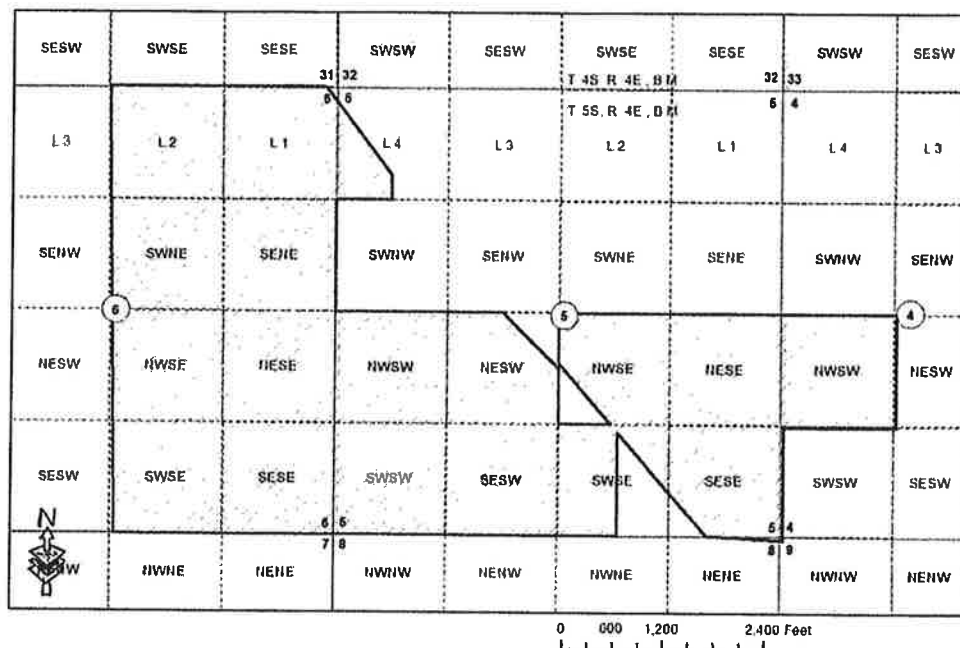
EXHIBIT A

Township 5 South, Range 4 East, B.M., Elmore County, Idaho:

Section 5:

W1/2 of the SW1/4
SE1/4 of the SW1/4
NE1/4 of the SW1/4 excluding the area north of the Idaho Power transmission line
NE1/4 of the SE1/4
SE1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
NW1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
W1/2 of the SW1/4 of the SE1/4
E1/2 of the SW1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
W1/2 of Lot 4 excluding the area north of the Idaho Power transmission line

Section 4:
NW1/4 of the SW1/4



Instrument # 439835
ELMORE COUNTY, Idaho
Dec 30, 2013 3:43:31 pm
For: SIMPLOT
BARBARA STEELE, Recorder
J COLLINS, Deputy

Pages: 3
Fee: \$ 16.00

BARGAIN AND SALE DEED

EFFECTIVE the 31st day of August, 2013, GRANTOR, **J.R. Simplot Self-Declaration of Revocable Trust**, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County, as No. **3T-788**, whose principal address is 999 Main Street, Suite 1300, Boise ID 83702, for Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell and convey unto **J. R. SIMPLOT COMPANY, a Nevada corporation**, whose principal address is 999 Main Street, Suite 1300, Boise ID 83702, as GRANTEE, and to Grantee's successors and assigns forever, all of the following described real estate located in Elmore County, State of Idaho:

See Exhibit A attached hereto and made a part hereof

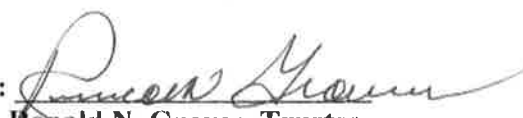
TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and SUBJECT TO such rights, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed its name to this instrument this 20th day of December, 2013.

J.R. Simplot Self-Declaration of Revocable Trust,
established by written instrument dated December 21,
1989, and registered in the Fourth Judicial District of the
State of Idaho, Ada County, as No. 3T-788

BY:


Ronald N. Graves, Trustee

STATE OF IDAHO }
COUNTY OF ADA } ss.

On this 20th day of December, 2013, before me, the undersigned, personally appeared Ronald N. Graves, to me known to be the individual who executed the foregoing instrument as Trustee of the J.R. Simplot Self-Declaration of Revocable Trust, established by written instrument dated December 21, 1989, and registered in the Fourth Judicial District of the State of Idaho, Ada County, as No. 3T-788, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute this instrument

WITNESS my hand and official seal the day and year first above written.



Notary Public in and for the State of Idaho
Residing at: Boise
Commission expires: 8/22/2014

EXHIBIT A

TRACT I:

Township 4 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 31: NE1/4SE1/4

Section 32: S1/2S1/2

Section 33: SW1/4SW1/4

Township 5 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 5: U.S. Government Lots 2 and 3

TRACT II:

Township 4 South, Range 4 East, Boise Meridian, Elmore County, Idaho

Section 32: W1/2NE1/4, E1/2NW1/4, SW1/4NW1/4, N1/2SW1/4 and
NW1/4SE1/4

257482

st of GUARANTY TITLE, INC.
 Time 2:53 P. M.
 Date February 12, 1990
 Book _____
 Page _____
RAMONA YRAZABAL
 By Merla Z Becker Deputy
 Fee \$9.00

WARRANTY DEED

GRANTOR, CARL E. NICHOLSON and BLANCHE NICHOLSON, husband and wife, of Meridian, County of Ada, State of Idaho, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto J.R. SIMPLOT COMPANY, whose current address is 999 Main Street, Suite 1300, County of Ada, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in County of Elmore, State of Idaho:

TRACT I

TOWNSHIP 4 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 31: S $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 5 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 4: NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 5: E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND LOT 4

SECTION 6: LOTS 1 AND 2

TRACT II

TOWNSHIP 5 SOUTH, RANGE 4 EAST, BOISE MERIDIAN, ELMORE COUNTY, IDAHO

SECTION 6: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

SECTION 7: E $\frac{1}{2}$ NE $\frac{1}{4}$

SECTION 8: N $\frac{1}{2}$

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances, specifically including but not limited to all mineral rights, hydrocarbon rights, geothermal rights, grazing rights, water rights, and any and all additional rights SUBJECT TO reservations of mineral rights in the U.S. Government's patents on the property.

Grantors, for themselves, their heirs and assigns do hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, its successors, heirs and assigns forever against the lawful claims of all persons.

Thomas T. Nicholson and Carl V. Nicholson are executing this document as well in order to confirm that all water rights appurtenant to the premises are transferred to the Grantee.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their name to this instrument this 8 day of February, 1990.

Carl E. Nicholson
Carl E. Nicholson

Blanche Nicholson
Blanche Nicholson

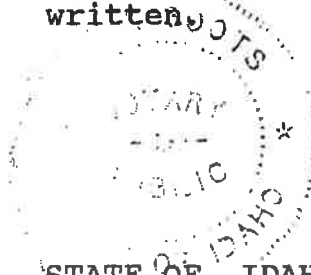
Thomas T. Nicholson
Thomas T. Nicholson

Carl V. Nicholson
Carl V. Nicholson

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 8 day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL E. NICHOLSON and BLANCHE NICHOLSON, 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 in this certificate first above written.


Linda K. Boots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 8 day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS T. NICHOLSON, known to me to be the person whose name is subscribed to the foregoing 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.


Linda K. Boots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 8 day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL V. NICHOLSON, known to me to be the person whose name is subscribed to the foregoing 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.


Linda K. Boots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 7, 2021

GRAND VIEW PV SOLAR TWO LLC
PO BOX 2576
BOISE, ID 83701

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2163, AGREEMENT 479**

Dear Renter:

Please find enclosed a receipt in the amount of **\$1,430.00** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 2.7 acre-feet of water for industrial use during 2021. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, 90% or \$1,287.00 of the rental fee will be paid to the lessor(s) and 10% or \$143.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosures: Receipt No. C110151
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Wetsern Regional Office



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

March 3, 2021

GRANDVIEW PV SOLAR TWO LLC
PO BOX 2578
BOISE, ID 83701

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2163 AGREEMENT 479

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$1,430.00 was calculated based on the current rental rate of \$20.00 per acre-foot times a diversion volume of 2.7 acre-feet.

Please send a check for \$1,430.00 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, 90% or \$1,287.00 of the rental fee will be paid to the lessor(s) and 10% or \$143.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure

c: IDWR Front Desk

Veibell, Amanda

From: Ferguson, Justin
Sent: Friday, January 22, 2021 10:33 AM
To: Miller, Nick
Subject: WSB Lease/Rental - JR Simplot/Grand View
Attachments: Draft Rental Agreement - Grand View PV Solar.docx; Rental Map - Grand View PV Solar.pdf; Lease Map - J R Simplot 61-2163.pdf; Lease Review Memo.docx; Rental Review Memo.docx

Nick,

Attached are the approval documents for the lease rental package for Grand View Solar & J R Simplot. Grand View is renewing their rental using the Simplot water rights for the solar facility. Let me know if you have any comments or concerns within the next several days

Thank you!

Memorandum

To: Water Right 61-2163

From: Justin Ferguson

Date: January 4, 2021

Re: Water Supply Bank Rental Application 1796

Purpose/Narrative: An application was received by the Department November 2, 2020 on behalf of Grand View PV Solar 2 (GVPVS2) requesting a rental of water rights held by J R Simplot for industrial use within the GVPVS2 energy facility. The purpose for this rental, as stated in the application package, is spraying nuisance weeds while also providing water to wash the solar panels when necessary, similar to both of their prior rental agreements (agreement nos. 182 & 281) for this location. This proposal is effectively a continuation of their prior agreements to continue maintenance activities within the facility for an additional five years.

Included in the agreement between Simplot and GVPVS2 is a negotiated price of \$2.00 per 1,000 gallons of water diverted up to a maximum annual diversion of 2.0 af (651,702 gal.). As such the rental fee can be calculated as 651,702 gallons divided by \$2.00/1,000 gal or \$1,303.40 for the total rental fee. Because the rental requests a change in nature of use, more volume is necessary to account for the consumptive use. It was determined that a rental of 2.7 af was necessary to authorize a diversion of 2.0 af. This would bring the total rental fee to approximately \$482.74 per acre-foot (\$1,303.40 divided by 2.7).

Also stated in the land use agreement is a stipulation that the fees be collected by the Bank and paid directly to Simplot. Water Supply Bank Rule 35.01 provides that 10% of the gross amount received for the rental of a water right should be credited to the Water Supply Bank program while the remaining \$1,173.60 be paid to J R Simplot.

Authority to File: The rental application was prepared and signed by Mr. Jason Ellsworth of Clenera, LLC. Review of Elmore County parcel data indicates the land is owned by J R Simplot and a review of current IDWR record indicate Simplot as the water right holder as well.

Provided in the rental application package is a land use agreement between GVPVS2 and Simplot. The term of the agreement appears to be either the expiration of the initial 2017 rental, expiration of the lease of the land to GVPVS2, or the 180th day following the date of Simplot's request to cancel the agreement. As both the agreement was provided and the water rights were offered again for GVPVS2's use, it would appear the agreement remains in effect.

From a review of the Idaho Secretary of State Data (SOS), there does appear to be a connection between GVPVS2 and Clenera LLC through Sweetwater Solar, LLC C/O Clenera LLC. Based on the information provided in the SOS Annual Report, it appears Clenera LLC is a manager for GVPVS2 while the registered agent, CT Corporate System, may provide legal assistance for the solar facility. As such, it would appear Mr. Ellsworth, as manager for Clenera LLC has been afforded the authority to file this application. No concerns at this time.

Water Right Validity/Forfeiture Evaluation: Water right 61-2162 authorizes 320 acres of irrigation, of which 240 acres are specifically the acres where the solar facility is sited. This right has been offered again

to the Bank through 2025 as part of a lease rental package for GVPVS2's use within the facility. No concerns at this time.

Injury Evaluation: While the rental does request the use of ground water, the land use agreement specifically states that Simplot may interrupt or cease water delivery should a need for irrigation arise. Additionally, based on the location of both the rental point of diversion and the authorized point of diversion for the water right, there does not appear to be any injury to the water source or local water users. No concerns at this time.

Enlargement of Use: Based on the volume being requested and the total acreage intended to be irrigated, a concern of enlargement is not immediately evident. Because the rental has requested a change in the nature of use, more volume must be rented to account for the change in consumptive use. In line with the prior agreements 182 & 281, 0.006 cfs, 2.7 afa for irrigation of 0.6 acres must be rented to authorize a consumptive use diversion rate and volume of 0.006 cfs and 2.0 afa.

Local Public Interest: Staff are unaware of any local public interests that are averse to the rental.

Beneficial Use/Conservation of Water Resources: The rental appears consistent with the conservation of water resources in Idaho.

Department/Watermaster Comments: Watermaster for water district 161 comments were requested on January 22, 2021. Per updated guidance from IDWR Western region, comments are not required at this time.

Water Supply Bank Evaluation: Bank staff recommend the approval of this application for GVPVS2 through 2025.