

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 281

RECEIVED

MAR 26 2019

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	0.010	4.5
Combined Rental Totals			0.01	2.7	0.6	0.010	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, 2020. 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 2019, whichever occurs last.

Annual Rental Fee:

2019 - 2020: \$1,430.00 annually

Per a water rental agreement between the renter and lessor of water right 61-2163, the price for rental water is two dollars per thousand gallons. The maximum gross amount for this rental is thus calculated to be \$1,430 and includes an owner fee of \$1,300.00 per year for years 2019 and 2020, along with an administrative fee of \$130.00 per year for years 2019 and 2020.

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	0.01	2.00
Combined Total	0.01	2.00

Detailed water right conditions are attached.

STATE OF IDAHO
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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



Signature of Renter

3/25/2019

Date

Jason Ellsworth

Printed Name

Authorized Member
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 3/27/2019

Rental approved by IDWR 

Date 3-27-2019

STATE OF IDAHO
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WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SWSE	Sec. 31, Twp 04S, Rge 04E,	ELMORE County
GROUND WATER	NWSE	Sec. 32, Twp 04S, Rge 04E,	ELMORE County
GROUND WATER	SWNE	Sec. 32, Twp 04S, Rge 04E,	ELMORE County
GROUND WATER	NWNE	Sec. 32, Twp 04S, Rge 04E,	ELMORE County

BENEFICIAL USE

INDUSTRIAL

DIVERSION RATE

0.01 CFS

VOLUME

2.00 AF

SEASON OF USE

Water Right No.
61-2163

From
1/1

To
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	
04S	04E	31																X	X
04S	04E	32											X						X
05S	04E	4										X	X						X
05S	04E	5					X L3	X L3	X	X	X	X	X	X	X	X	X	X	X
								X L4											
05S	04E	6	X L1	X L1	X	X									X	X	X	X	X
				X L2															

Total Acres: 0.0

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.

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WATER SUPPLY BANK RENTAL AGREEMENT No. 281

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 decree has been entered for the rights on this rental.
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.



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

SEP 28 2018

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant 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)

61-2163

1185

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>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>Authorized Member of authorized agent</u>
Mailing Address <u>P.O. 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?	
12/31/2018	12/31/2018	☐ 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.

- 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: 12/31/18 (mm/dd) to: 12/31/20 (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 (when 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 182.

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental?

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

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.

Grand View PV Solar Two LLC

By: Clenera, LLC

its authorized agent

Signature of Applicant

Printed Name of Applicant

Date

Signature of Representative

Jason Ellsworth, its Authorized Member

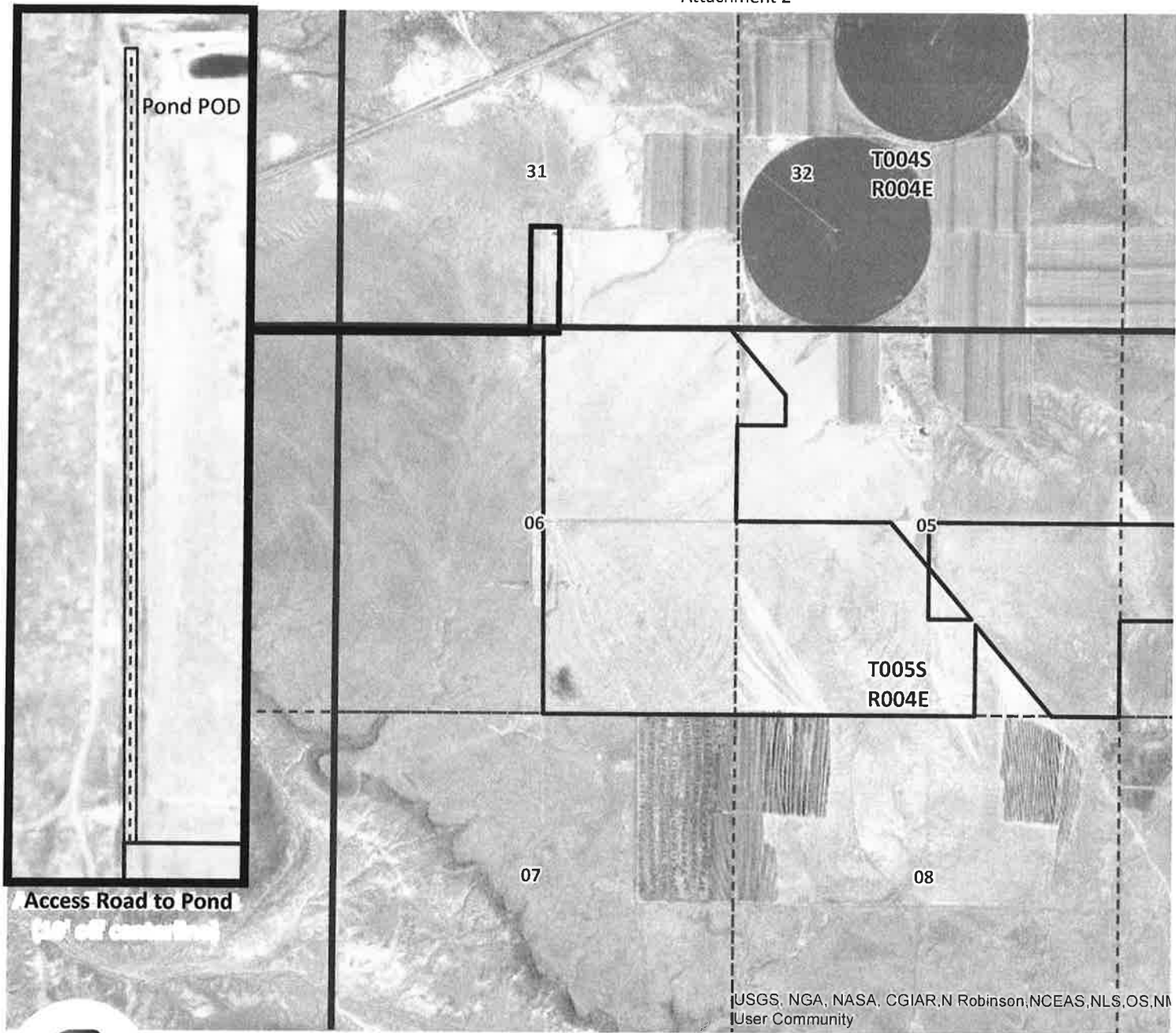
Printed Name of Representative

9/26/2018

Date

Mail to:

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



Attachment 3F / Attachment 3K

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 NW¼SW¼SE¼ 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

Water Usage Agreement

EXHIBIT A

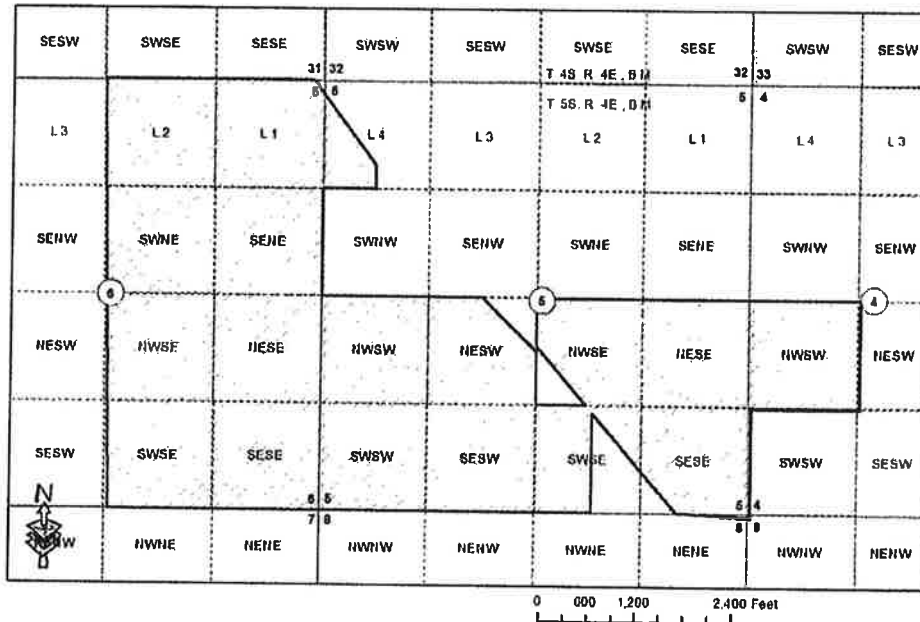
DESCRIPTION OF THE PROPERTY

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

Section 6:
E1/2

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
JCOLLINS, 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:

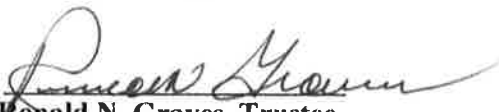
See Exhibit A attached hereto and made a part hereof

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

ELMORE COUNTY, IDAHO 85 #564

st of

GUARANTY TITLE, INC.

Time 2:53 P. M.

Date February 12, 1990

Book

Page

RAMONA YRAZABAL

By Merla L. 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 $\frac{1}{2}$

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.

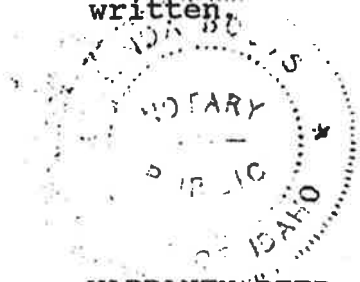


Linda K. Boots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95

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

March 28, 2019

GRAND VIEW SOLAR TWO LLC
PO BOX 2576
BOISE ID 83701

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-2163, AGREEMENT 281**

Dear Renter:

Please find enclosed a receipt in the amount of **\$2,860.00** 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 2019 and 2020. 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 \$2,574.00 of the rental fee will be paid to the lessor(s) and 10% or \$286.00 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

for Water Supply Bank

Enclosures: Receipt No. C106458
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Nick Miller – IDWR Western Regional Office/Water District # 161
Jason Ellsworth – Clenera LLC



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 11, 2019

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

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-2163, AGREEMENT 281

TIME SENSITIVE RESPONSE REQUIRED

Dear Applicant:

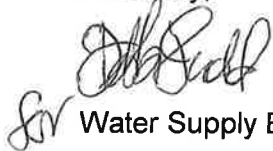
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, 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.

Per a water rental agreement between the renter and lessor of water right 61-2163, the price for rental water is two dollars per thousand gallons. The maximum gross amount for this rental is thus calculated to be \$1,430 and includes an owner fee of \$1,300.00 per year for years 2019 and 2020, along with an administrative fee of \$130.00 per year for years 2019 and 2020.

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.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,



Water Supply Bank

Enclosure

c: IDWR Front Desk
Jason Ellsworth – Clenera LLC

Buyer, Remington

To: Buyer, Remington
Subject: RE: Water Supply Bank Rental Application 1185 - Information Request

From: Kaitlin Ro [<mailto:kaitlin.ro@clenera.com>]
Sent: Wednesday, March 6, 2019 2:06 PM
To: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Subject: Re: Water Supply Bank Rental Application 1185 - Information Request

Remington,

Please see the attached.

Best regards,

Kaitlin Ro | Project Administrator

Clēnera - Renewable Energy

800 W. Main St., Suite 900 | Boise, ID 83702
PO Box 2576 | Boise, Idaho 83701
Direct: [208-639-3232 ext. 117](tel:208-639-3232)
Mobile: [208-971-4339](tel:208-971-4339)

www.clenera.com

IMPORTANT NOTE: Clēnera, LLC ("Clēnera") is an independent advisor and service provider to participants in the solar renewable industry. Clēnera does not act as an agent on behalf of its clients and no such capacity should be inferred with respect to any of Clēnera's clients. Privileged and Confidential information may be contained in this message and any attachments hereto may be subject to legal and proprietary privilege. Access to this e-mail by anyone other than the intended recipient is unauthorized. If you are not the intended recipient (or responsible for delivery of the message to such person), you may not use, copy, distribute or deliver to anyone this message (or any part of its contents) or take any action in reliance on it. If you have received this email in error, please notify Clēnera immediately by e-mail or telephone and delete the e-mail from your information technology system.

On Fri, Jan 18, 2019 at 10:39 AM Buyer, Remington <Remington.Buyer@idwr.idaho.gov> wrote:

Kaitlin,

Thank you for confirming the details below. Can you please provide a copy of the master services agreement between Clēnera and GVPVS2?

Thanks,

Remington

From: Kaitlin Ro [<mailto:kaitlin.ro@clenera.com>]
Sent: Thursday, January 17, 2019 1:17 PM
To: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Cc: Ben Parker <ben.parker@clenera.com>
Subject: Re: Water Supply Bank Rental Application 1185 - Information Request

Remington,

Please see the following in response to your information request.

1.) Clenera, LLC is a management company, authorized by Grand View PV Solar Two LLC in a master services agreement, to sign various types of documents, including documents in connection with governmental approvals.

2.) It will be sufficient for water to be delivered only during the March through November irrigation season.

3.) 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.

Please let me know if you have any additional questions.

Best regards,

Kaitlin Ro | Project Administrator

Clēnera - Renewable Energy

800 W. Main St., Suite 900 | Boise, ID 83702

PO Box 2576 | Boise, Idaho 83701

Direct: [208-639-3232 ext. 117](tel:208-639-3232)

Mobile: [208-971-4339](tel:208-971-4339)

www.clenera.com

***IMPORTANT NOTE:** Clenera, LLC ("Clēnera") is an independent advisor and service provider to participants in the solar renewable industry. Clēnera does not act as an agent on behalf of its clients and no such capacity should be inferred with respect to any of Clēnera's clients. Privileged and Confidential information may be contained in this message and any attachments hereto may be subject to legal and proprietary privilege. Access to this e-mail by anyone other than the intended recipient is unauthorized. If you are not the intended recipient (or responsible for delivery of the message to such person), you may not use, copy, distribute or deliver to anyone this message (or any part of its contents) or take any action in reliance on it. If you have received this email in error, please notify Clēnera immediately by e-mail or telephone and delete the e-mail from your information technology system.*

On Thu, Dec 20, 2018 at 3:20 PM Buyer, Remington <Remington.Buyer@idwr.idaho.gov> wrote:

Jason,

I am reviewing the 2019 rental request from Grand View PV Solar Two LLC, submitted by you on behalf of Clenera, LLC. I have two questions I'm hoping you can answer for me:

1) What is the nature of the relationship between Clenera and Grand View PV Solar Two LLC? Specifically, how is it that Clenera LLC is authorized to transact on behalf of Grand View PV Solar Two LLC? The water agreement between Simplot and Grand View PV Solar Two LLC doesn't mention Clenera, and Idaho's Secretary of State business registration information doesn't confirm a link between Grand View PV Solar Two LLC and Clenera. Please confirm the nature of the relationship between Clenera and Grand View PV Solar Two LLC.

2) You have indicated on the rental application that industrial water may be required as of December 31, 2018 through December 31, 2020. The water right that was previously rented to Grand View PV Solar Two LLC (61-2162) authorizes diversions of ground water during the irrigation season, from March first through November 15th. Furthermore, the water agreement between Grand View PV Solar Two LLC and Simplot indicates that water will be delivered to a pond by Simplot during the irrigation season. Does Grand View PV Solar Two LLC require that ground water be divertible during the winter, or will it be sufficient for water to be delivered only during the March through November irrigation season?

Please reply to this email, or call me at 208-287-4918 to clarify the above.

RECEIVED

MAR 06 2019

DEPARTMENT OF
WATER RESOURCES

GRAND VIEW PV SOLAR II LLC
Incumbency and Authorized Signatory Certification

I, Mark Buono, acting in my capacity as the Managing Director of Global Atlantic Financial Company, the Asset Manager of TOAMS 2017-1 LLC, the Class A Member of Grandview Idaho LLC, the Managing Member of Grand View PV Solar Two LLC ("GV Solar"), do hereby certify that:

The entity listed below, a Nevada limited liability company, is duly authorized to act and take action on behalf of GV Solar in its capacity as Authorized Agent, and the signature of the Authorized Member of such entity set forth above his respective name is a true and genuine signature:

CLENERA, LLC

By: [Signature]
Name: Jason Ellsworth
Title: Authorized Member

IN WITNESS WHEREOF, I have hereunto signed my name as of this ____ day of February, 2019.

GLOBAL ATLANTIC FINANCIAL COMPANY

By: [Signature]
Name: Mark Buono
Title: Managing Director

Memorandum on Rental Agreement 281

To: Water Right 61-2163
From: Remington Buyer
Date: March 8, 2019
Re: Review of Water Supply Bank Rental Application

Purpose/Narrative: Grand View PV Solar Two LLC ("GVPVS2") submitted an application to rent water from the Water Supply Bank for industrial purposes associated at solar energy facility located in Elmore County, near Grand View. The rental water will be used for washing solar panels, and for spraying nuisance weeds, which is the same rental purpose for rental agreement 182, which expires at the end of 2018.

The original 2017 application which led to agreement 182 featured a request that the rental should be approved for at least two years (and optimally for as many years as possible) however rental 182 was ultimately only approved for two years, even though the water right that satisfied the rental (61-2162) was leased to the Bank for more than two years. Thus, this rental application (#1185) is effectively a renewal/continuation of rental agreement 182.

Authority to File: The rental application has been signed and submitted by Jason Ellsworth, of Clenera LLC, on behalf of GVPVS2. GVPVS2's registration with Idaho's Secretary of State office lists a single member: CRE-Grandview Idaho LLC. The 2017 WSB rental application submitted by GVPVS2 was also submitted by a representative of CRE-Grandview Idaho LLC. However, this 2019 rental application is submitted on behalf of GVPVS2 by Jason Ellsworth, of Clenera LLC. Clenera LLC is not listed as a member of GVPVS2, or vice versa.

Clenera representatives were party to the 2017 rental application, however the rental agreement was ultimately signed by a representative of CRE-Grandview Idaho LLC. Documented authority for Clenera to transact on behalf of GVPVS2 has been requested and the relationship between GVPVS2 and Clenera (and possibly CRE-Grandview Idaho LLC) should be established prior to approval of the rental.

To: W 171506		Due no later than Sep 30, 2018 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	1. Mailing Address: Correct in this box if needed GRAND VIEW PV SOLAR TWO LLC 1717 WEST LOOP SOUTH SUITE 1800 HOUSTON, TX 77027 USA	C T CORPORATION SYSTEM 921 S ORCHARD ST STE G BOISE, ID 83905			
NO FILING FEE IF RECEIVED BY DUE DATE		3. New Registered Agent Signature: *			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held MEMBER	Name CRE-GRANDVIEW IDAHO LLC	Street or PO Address 1717 WEST LOOP SOUTH SUITE 1800	City HOUSTON	State TX	Country Postal Code USA 77027
5. Organized Under the Laws of: ID W 171506		6. Annual Report must be signed: * Signature: Teah Griffin Name (type or print): Teah Griffin Date: 08/13/2018 Title: Power of Attorney			
Processed 06/13/2018 * Electronically provided signatures are accepted as original signatures.					

To: W 146856		Due no later than Jan 31, 2018 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	1. Mailing Address: Correct in this box if needed CLENERA, LLC JASON T. ELLSWORTH PO BOX 2576 BOISE, ID 83701	INCORP SERVICES, INC. 1310 S VISTA AVE STE 27 BOISE, ID 83705			
NO FILING FEE IF RECEIVED BY DUE DATE		3. New Registered Agent Signature: *			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held MEMBER	Name ADAM J. PSHL MEMBER JASON T. ELLSWORTH	Street or PO Address PO BOX 2576 PO BOX 2576	City BOISE BOISE	State ID ID	Country Postal Code USA 83701 USA 83701
5. Organized Under the Laws of: NV W 146856		6. Annual Report must be signed: * Signature: Gary Jensen Name (type or print): Gary Jensen Date: 01/31/2018 Title: Controller			
Processed 01/31/2018 * Electronically provided signatures are accepted as original signatures.					

Secretary of State 2018 filings for GVPVS2 and Clenera.

The solar facility is situated on land owned by J.R. Simplot Company, as is the point of diversion from which rental water will be diverted. Authority to file this rental request therefore also involves a determination that Simplot agrees to the diversion and use of rental water on their property. The rental application includes a copy of a 2017 water use agreement between Simplot and GVPVS2 in which it is acknowledged that Simplot will provide water to the solar facility, via a Water Supply Bank rental. The term of the 2017 agreement is until either: 1) the expiration of the "Water Supply Bank Rental contract" (rental agreement) or the expiration of GVPVS2's lease of the solar site with Simplot.

It is presumed that because GVPVS2 is seeking an extension of the Water Supply Bank rental, their lease of the solar facility from Simplot remains valid and in effect. Also, because this new Water Supply Bank rental will function as an extension of the previously authorized Water Supply Bank rental, it is presumed the 2017 agreement between GVPVS2 and Simplot will continue if this rental is approved. Therefore there no concerns about GVPVS2's authority to file a request to rent water for use on lands owned by Simplot.

Water Right Validity/Forfeiture Evaluation: No water right was requested as part of this 2019 rental application, however the water right rented previously in 2017 and 2018 (61-2162) remains leased to the Bank and available to satisfy this rental request. Water right 61-2162 authorizes 320 acres of irrigation, of which 240 acres are specifically the acres where the solar facility is sited. A review of 2018 Sentinel imagery confirms the remaining 80 acres authorized to be irrigated under 61-2162 were not irrigated during 2018. Thus, water right 61-2162 is valid and available to satisfy this rental request.

Injury Evaluation: This rental proposes to divert ground water from wells associated with irrigation water rights 61-7088 and 61-11747, which are both owned by Simplot. The agreement between GVPVS2 and Simplot acknowledges that Simplot may interrupt and cease the delivery of water to GVPVS2 during the irrigation season, if ground water is needed for irrigation purposes. No injury is anticipated to water rights 61-7088 and 61-11747 through a diversion of water associated with this rental request. Moreover, ground water right 61-2162 authorizes diversions of ground water from wells located approximately 1.0 mile southwest of the wells to be utilized under this rental. Because of the close proximity between the location of the wells for water right 61-2162, and the wells involved with this rental, no injury to the water source is anticipated via this rental.

Enlargement Evaluation: The diversion rate and volumes associated with this rental are less than the amounts leased into the Bank under 61-2162 and enlargement in water diversion rates and volumes are not anticipated under this rental. Because this rental is a change in nature of use, a volume amount larger than the amount required is being rented to account for consumptive use. The same volume and flow rate amounts calculated for rental agreement 182 are being applied to this rental request (0.006 cfs, 2.7 afa for irrigatoin of 0.6 acres, will authorize consumptive use diversion rates and volumes of 0.006 cfs and 2.0 afa).

Local Public Interest: Staff are not aware of any local public interests that would be contrary to approval of this transfer.

Beneficial Use/Conservation of Water Resources: The intent of this transfer to authorize a decreed and recognized beneficial use of water and nothing suggests that approval of the transfer will negatively impact the conservation of water resources.

Rental Fee Calculation: 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. Simplot and GVPVS2 have agreed that the price for rented water is \$2.00 per 1000 gallons diverted under this rental, up to a maximum annual diversion of 2.0 af, which is equivalent to 651,702 gallons.

A maximum, gross rental amount is calculated to be \$1,300 (650 thousand gallons times two dollars per thousand gallons). The water rental agreement between GVPVS2 and Simplot indicates that, in addition to "rent charged by the Water [Supply] Bank", GVPVS2 is responsible for measuring amounts delivered annually and for providing compensation to Simplot based on the volume delivered. However, in confirming the payment terms with the renter (Clenera) it was stated that the Bank should collect and pay the rental fee directly to Simplot.

The rental rate can be considered equivalent to \$651.70/acre foot, calculated as \$1,300, divided by a gross rental volume of 1.99478 af (or 650,000 divided by 325851). However, considering the change in nature of use associated with this rental (2.0 af of industrial water use requires 2.7 af of irrigation water use) the rental rate can be considered as \$481.48/af (\$1,300 divided by 2.7).

Thus, this rental agreement has been drafted to include the maximum annual rental fee possible for Simplot (\$1,300.00), along with a 10% administrative fee (\$130.00), for a total of of \$1,430.00.

Department/Watermaster Comments: This rental, and water right 61-2162 are both located within the boundaries of (ground) Water District 161 and comments will be requested from IDWR Western Regional office staff.

Water Supply Bank Evaluation: Subject to positive regional comments, it is recommended this rental be approved.

Buyer, Remington

From: Buyer, Remington
Sent: Wednesday, February 06, 2019 12:24 PM
To: Miller, Nick
Cc: Webster, Clay
Subject: Grand View Solar Rental
Attachments: Rental.pdf; Rental Review Memo.docx; Draft Rental Agreement.docx

Nick,

The attached documents for the renewal of a rental from previous years. Please advise if you have any questions, comments or concerns about the proposed Water Supply Bank approval.

Thanks,

Remington

Buyer, Remington

From: Buyer, Remington
Sent: Friday, December 21, 2018 12:16 PM
To: 'ga.notices@clenera.com'
Subject: FW: Water Supply Bank Rental Application 1185 - Information Request
Attachments: Information Request.pdf

Jason,

Following up on my email from yesterday, I had one final question: will Grand View PV Solar Two LLC directly compensate Simplot for the rental of water? If so, we can draft a rental agreement that is only for administrative fees.

The attached letter is going out by mail today. Looking forward to your response.

Regards,

Remington

From: Buyer, Remington
Sent: Thursday, December 20, 2018 3:20 PM
To: 'ga.notices@clenera.com' <ga.notices@clenera.com>
Subject: Water Supply Bank Rental Application 1185 - Information Request

Jason,

I am reviewing the 2019 rental request from Grand View PV Solar Two LLC, submitted by you on behalf of Clenera, LLC. I have two questions I'm hoping you can answer for me:

- 1) What is the nature of the relationship between Clenera and Grand View PV Solar Two LLC? Specifically, how is it that Clenera LLC is authorized to transact on behalf of Grand View PV Solar Two LLC? The water agreement between Simplot and Grand View PV Solar Two LLC doesn't mention Clenera, and Idaho's Secretary of State business registration information doesn't confirm a link between Grand View PV Solar Two LLC and Clenera. Please confirm the nature of the relationship between Clenera and Grand View PV Solar Two LLC.
- 2) You have indicated on the rental application that industrial water may be required as of December 31, 2018 through December 31, 2020. The water right that was previously rented to Grand View PV Solar Two LLC (61-2162) authorizes diversions of ground water during the irrigation season, from March first through November 15th. Furthermore, the water agreement between Grand View PV Solar Two LLC and Simplot indicates that water will be delivered to a pond by Simplot during the irrigation season. Does Grand View PV Solar Two LLC require that ground water be divertible during the winter, or will it be sufficient for water to be delivered only during the March through November irrigation season?

Please reply to this email, or call me at 208-287-4918 to clarify the above.

Regards,

Remington Buyer
Water Supply Bank Coordinator
Idaho Department of Water Resources
322 East Front Street, Boise, ID, 83720
T: (208) 287-4918 | F: (208) 287-6700



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 21, 2018

GRAND VIEW PV SOLAR TWO LLC
C/O JASON ELLSWORTH
CLENERA LLC
PO BOX 2576
BOISE ID 83701

RESPONSE DEADLINE:
January 20, 2019

RE: Action Required on WSB Rental Application Number 1185

Sir,

The Department of Water Resources (Department) has reviewed the 2019 application to rent from the Water Supply Bank submitted by Grand View PV Solar Two LLC (GVPVS2) and determined that the knowledge of the following is required to complete processing of the rental request:

- Confirmation that Clenera LLC is authorized to submit and sign a rental on behalf of GVPVS2;
- Clarification as to whether ground water will be diverted and delivered to the fill pond only during the irrigation season (March 1st - November 15th) or whether water will be diverted year round; and
- Confirmation that the annual rental fee agreed upon between GVPVS2 and Simplot (\$2 per thousand gallons of water delivered to the fill pond) will be paid directly to Simplot by GVPVS2 and that IDWR does not need to collect this payment on behalf of Simplot.

Please respond back to this letter no later than January 20th, 2019 to provide information to confirm the above. If no response is received by January 20, 2019, IDWR may return your rental request to you.

If you have any questions, please contact me at 208-287-4918.

Regards,

Remington Buyer
Water Supply Bank Coordinator

No. W 171506		Due no later than Sep 30, 2018 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. GRAND VIEW PV SOLAR TWO LLC 1717 WEST LOOP SOUTH SUITE 1800 HOUSTON TX 77027 USA		C T CORPORATION SYSTEM 921 S ORCHARD ST STE G BOISE ID 83705	
				3. <u>New</u> Registered Agent Signature:*	
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held	Name	Street or PO Address	City	State	Country Postal Code
MEMBER	CRE-GRANDVIEW IDAHO LLC	1717 WEST LOOP SOUTH SUITE 1800	HOUSTON	TX	USA 77027
5. Organized Under the Laws of: DE W 171506		6. Annual Report must be signed.* Signature: Teah Griffin Name (type or print): Teah Griffin Date: 08/13/2018 Title: Power of Attorney			
Processed 08/13/2018		* Electronically provided signatures are accepted as original signatures.			