STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 693

RECEIVED
JAN 11 2023
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, 2024. 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 2023, whichever occurs last.

Annual Rental Fee:

2023 - 2024: $130.34 annually

The full fee for the rental of the above-described right(s) is $130.34 per year for years 2023 - 2024. The rental fee includes an administrative fee of $130.34 per year for years 2023 - 2024. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 61-2163.

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	2.0
Combined Total	0.01	2.0

**** The authorized water usage reflects a reduction from the water right elements rented, to account for a change in nature of use from irrigation to industrial.***

Detailed water right conditions are attached.

SCANNED
JAN 26 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 693

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:

Erin Kivlehan
Erin Kivlehan (Jan 11, 2023 13:49 MST)
Signature of Renter

Jan 11, 2023
Date

Erin Kivlehan
Printed Name

Vice President - Asset Management
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 _____ Date 1/13/23
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Rental approved by IDWR _____ Date 1/13/23

SCANNED JAN 2 6 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 693

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SENW Sec. 5, Twp 05S, Rge 04E, ELMORE County

BENEFICIAL USE	DIVERSION RATE	VOLUME
INDUSTRIAL	0.01 CFS	2.0 AF

SEASON OF USE

From	To
3/15	11/15

EXCEPT FOR THE FOLLOWING:

Water Right No.	From	To	
61-2163	3/15	11/15	3.090 CFS

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
05S	04E	6	X L1	X L2	X	X									X	X	X	X	X

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.

SCANNED JAN 2 6 2012

WATER SUPPLY BANK RENTAL AGREEMENT No. 693

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 right may begin as early as March 1 provided other elements of the right 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 is entered for this right.
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 a solar energy site.
14. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 161.

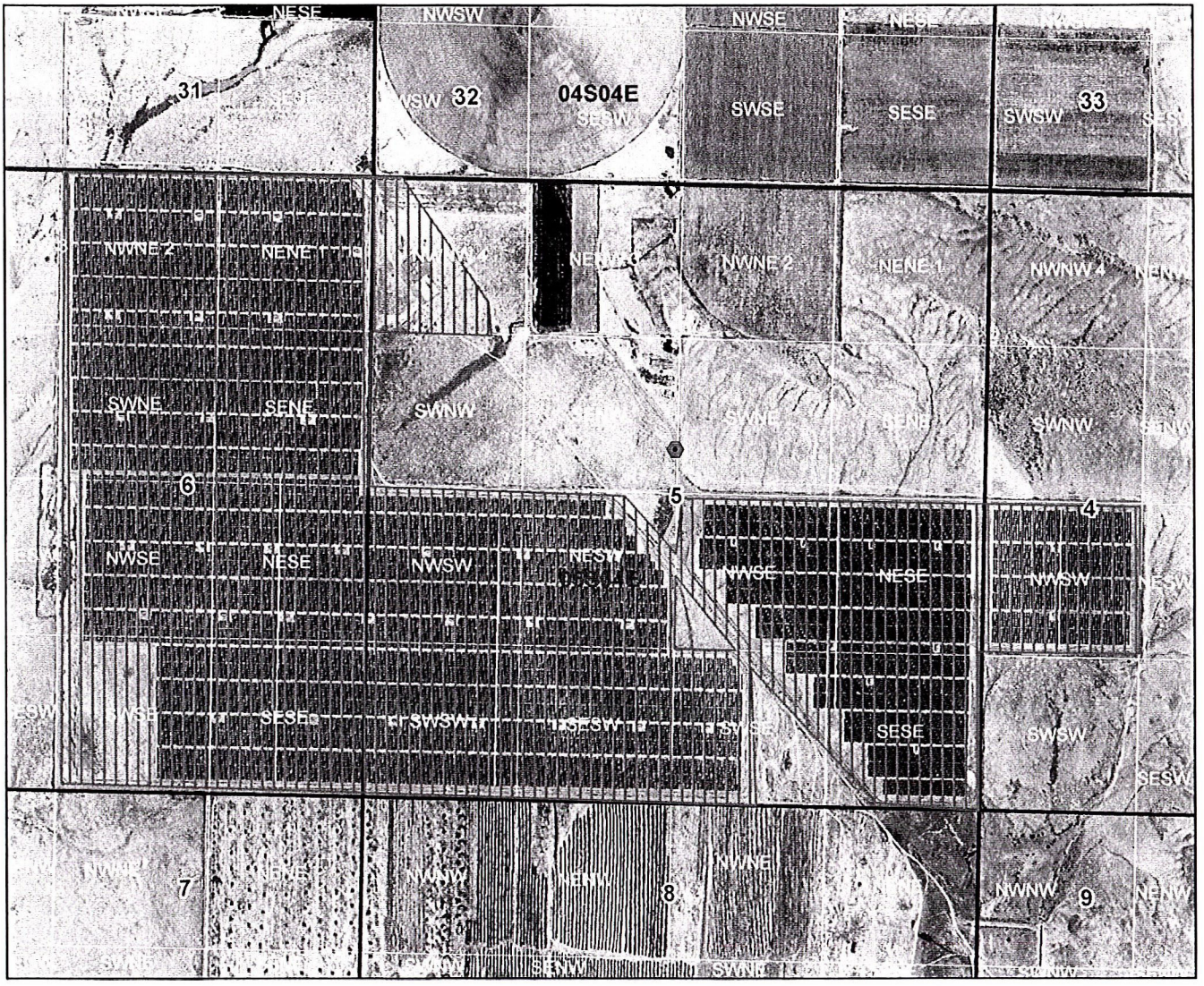
SCANNED
11 26 2020

Idaho Water Resource Board

Attachment to Water Supply Bank Rental Agreement No. 693

Effective until December 31, 2024

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



Legend

- Water Supply Bank Rental POD
- Water Supply Bank Rental POU
- Township/Range
- Sections
- QQ

N

0 1,000 2,000 Feet

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9814_Renewal_Water Supply Bank Rental Agreement 693_IDWR_Grand View_2023_2024_Execution_010923-1.pdf

Final Audit Report 2023-01-11

Created:	2023-01-10
By:	Clenera LLC (systems.admin@clenera.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXYkLI_eNG3rW04d3PuibwKASl3y1cb_o

"9814_Renewal_Water Supply Bank Rental Agreement 693_IDWR_Grand View_2023_2024_Execution_010923-1.pdf" History

Document created by Clenera LLC (systems.admin@clenera.com)
2023-01-10 - 10:46:21 PM GMT- IP address: 216.190.47.116

Document emailed to Erin Kivlehan (erin.kivlehan@clenera.com) for signature
2023-01-10 - 10:46:26 PM GMT

Document e-signed by Erin Kivlehan (erin.kivlehan@clenera.com)
E-signature hosted by Clenera LLC (systems.admin@clenera.com)
Signature Date: 2023-01-11 - 8:49:55 PM GMT - Time Source: server- IP address: 160.3.64.160

Agreement completed.
2023-01-11 - 8:49:55 PM GMT

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Adobe Acrobat Sign

Form 42-1761-2 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
Oct 04, 2022
DEPARTMENT OF
WATER RESOURCE

APPLICATION TO RENT WATER FROM THE BOARD'S WATER SUPPLY BANK

Applicant 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)

Attachment	N/A	Yes	
			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

2454

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STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Grand View PV Solar Two LLC

Mailing Address c/o Clenera, LLC; PO Box 2576 (Street) Boise (City) ID (State) 83701 (Zip Code)

Email Address ga.notices@clenera.com Phone Number 208-639-3232

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 Erin Kivlehan Professional Title VP - Asset Management

Organization Clenera, LLC Relationship to Applicant Authorized Agent

Mailing Address PO Box 2576, Boise, ID 83701

Email Address ga.notices@clenera.com Phone Number 208-639-3232

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?	
		☐ 1	☑ 2	☐ 3	☐ 4	☐ 5	☑ Process application as soon as possible	☐ Return application to applicant
01/01/2023	03/01/2023							

* ***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.***

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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: 01/01/23 (mm/dd) to: 12/31/24 (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

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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)
61-2163						0.01	2.7	0.6
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.

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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:

Previous Agreements: 182, 281 and 479

Permanent water rights are not available for the leased property. Water Usage Agreement (attachment 3F/3K) outlines the available water rental details.

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:

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 accessible year round via well pump and metered valve located on the Simplot property adjacent to the Applicant's property. The annual rental fee agreed upon between GVPVS2 and Simplot will be paid directly to Simplot, per the Water Usage Agreement submitted in this application as Attachment 3F/3K.

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 Printed Name of Applicant By: Clenera, LLC, its Authorized Agent	Date
Signature of Representative	Erin Kivlehan Printed Name of Representative	10/3/22 Date

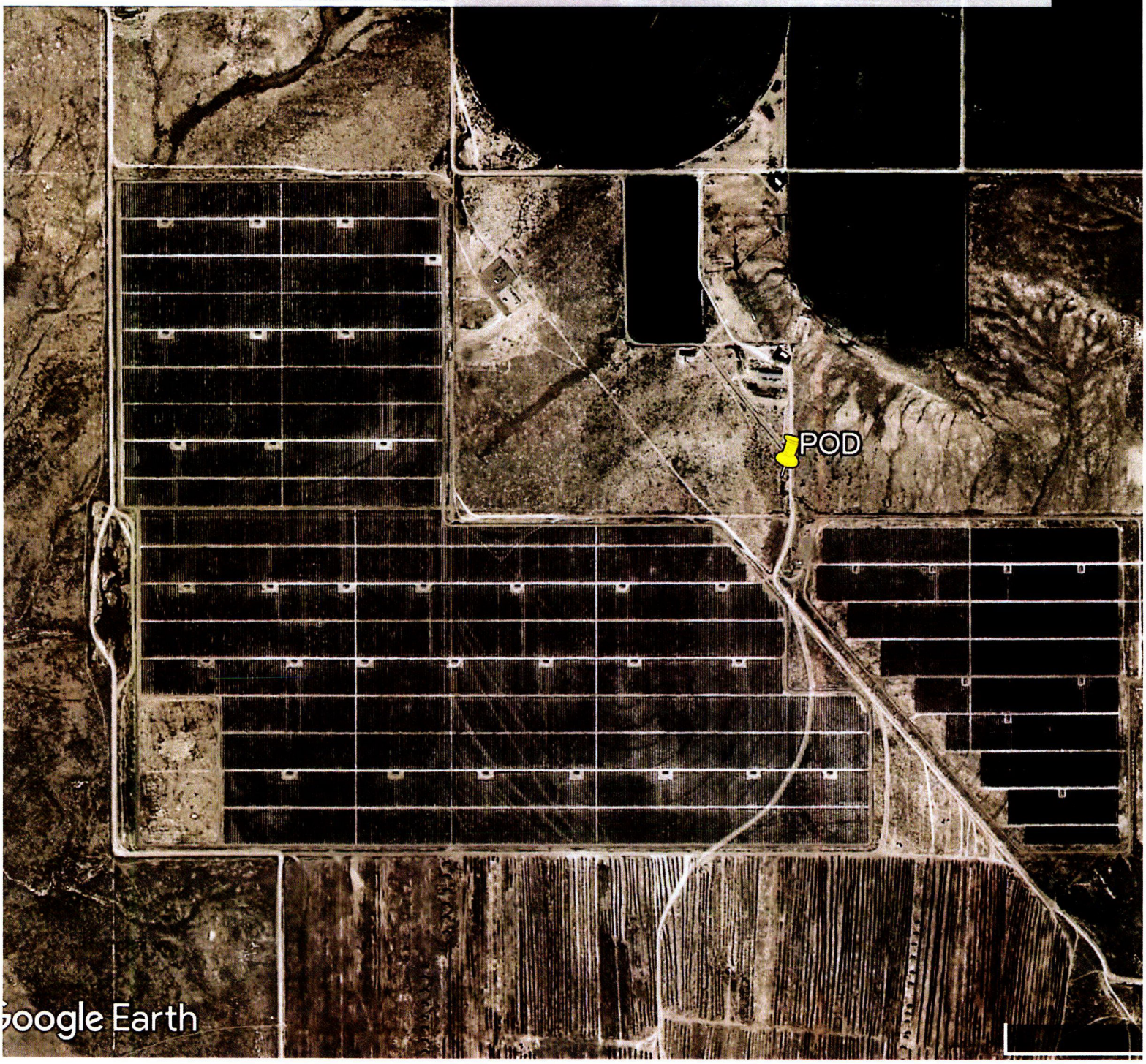
Mail to:

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

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JAN 26 2023

Grand View PV Solar Two LLC solar facility

POD is a well pump with a metered valve. Water will be transported to POU by means of water truck.
POU is is anywhere on the solar facility for the purpose of cleaning, controlling dust and managing vegetation.



SCANNED
JAN 26 2023

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.

SCANNED
JAN 26 2023

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.

SCANNED

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

SCANNED

Water Usage Agreement

EXHIBIT A

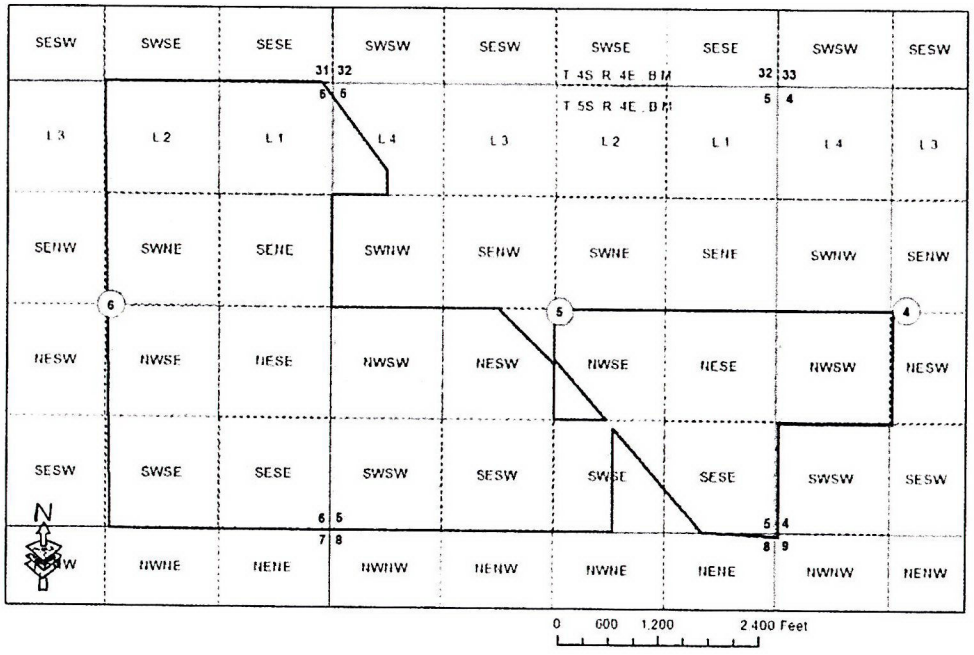
DESCRIPTION OF THE PROPERTY

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



SCANNED

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

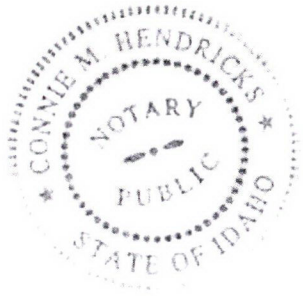
BY: _____
Ronald N. Graves, Trustee

SCANNED
JAN 06 2014

STATE OF IDAHO }
} ss.
COUNTY OF ADA }

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: 6/22/2014

SCANNED

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

SCANNED
JAN - 6 2023

257482

Recorded for GUARANTY TITLE, INC.
at 2:53 P. M.
February 12, 1990
in Book ____ Page ____
RAMONA YRAZABAL
By Merle 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: S½SE¼

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

SECTION 4: NW¼SW¼
SECTION 5: E½SW¼, SW¼SW¼, SE¼, S½NW¼ NW¼SW¼ AND LOT 4
SECTION 6: LOTS 1 AND 2

TRACT II

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

SECTION 6: S½NE¼, SE¼
SECTION 7: E½NE¼
SECTION 8: N½

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.

SCANNED JAN 06 2023

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.

SCANNED

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

SCANNED

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: _____
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: _____
Name: Mark Buono
Title: Managing Director

SCANNED
JAN - 6 2020

WSB Mailing Checklist for Rentals

(For use on all new rental applications)

Key: Who Completes What?
CLERICAL STAFF: MK
REVIEWER:

Received Date: 10/4/2022
Latest Start Date: 3/1/2023
Renter: Grand View PV Solar Two LLC
Rental Expiration Date _____
Lease/Rental Package Y N

Application # 2454 Agreement # 693

Water Right	Lease Contract ID
# 61-2163	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	
#	

Applicant Authorized?	Y / N
Map of POU and POD	(Y) / N
POD consent?	(Y) / N
ESPA Modeling?	Y / N (NA)
Application Complete?	Y / N
Minimum Checklist in database?	☐
Request for additional information letter sent:	Y NA
WSB Action Request for deficiencies	☐

Comments:
change in nature of use: irrigation → industrial

Mailings (per application)	Original	CC	Email or Address
Renter: Grand View PV Solar Two LLC	☐	☐	
Attorney:	☐	☐	
Consultants Name: Erin Kivlehan	☐	☐	
Conveyence Entity: (Ex. Irrigation Dist. of Canal Co.)	(final only)	☐	
(Ground) Water Dist: MtnHome GWMA	(final only)	☐	
Other: WD (WD Snake 01, Boise, Payette, and Bear River)	(final only)	☐	
Region:	(final only)	☐	
Watermaster:	(final only)	☐	
Compliance:	(final only)	☐	

Resolving NOV? Y / N
#

Call up Date: _____

DO NOT SCAN

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 26, 2023

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 AGREEMENTS 693

Dear Renter:

Please find enclosed receipts in the amount of **$130.34** and a copy of the fully executed Water Supply Bank Rental Agreements in connection with the rental of 2.7 acre-feet of water for industrial use in 2023. 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.

Since you have a private agreement with eth wthe water righ towner, you are nliy obligated to pay the 10 administrative fee or $130.34 for 2023.

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. C114970
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Eastern Regional Office
Erin Kivlehan

SCANNED
JAN - 6 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 23, 2022

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(S). 61-2163, AGREEMENT 693

*****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 **$130.34** was calculated based on the current rental rate of $23.00 per acre-foot times a diversion volume of 2.7 acre-feet. Since you have a private agreement with the water right owner, **you are only obligated to pay the 10% administrative fee or $130.34.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to January 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for $130.34 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 bank@idwr.idaho.gov or (208) 287-4800.

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Erin Kivlehan – Clenera LLC

SCANNED
JAN 2 6

Memorandum

To: Water Right 61-2163

From: Ashley Ritter

Date: December 6, 2022

Re: Water Supply Bank (WSB) Rental Application 2454

Purpose/Narrative: An Application to Rent Water from the Board's WSB (Application) was received by the Idaho Department of Water Resources (the Department) on October 04, 2022, on behalf of Grand View PV Solar Two LLC (GVPVS2). The application requests a rental of irrigation water right 61-2163 (held by J R Simplot) to utilize for industrial use (a change in nature of use) within the GVPVS2 energy facility. The application requests a desired minimum volume of 2 acre-feet (AF).

The purpose of this rental is to use water to clean the solar site as needed and to mix with vegetation control applications to help keep the site free of any weeds and other nuisance vegetation. This rental is similar to previous WSB rental agreements (nos. 182, 281 & 479) for this location. This proposal appears to be a continuation of their prior WSB agreement to continue maintenance activities within the facility for an additional two (2) years. There is Water User Agreement in place between GVPVS2 and Simplot stipulating annual rental fees.

With the application requesting a change in nature of use, additional volume is necessary to account for the consumptive use as industrial use is considered 100% consumptive while irrigation use is considered approximately 75% consumptive. It was determined that a rental of 2.7 AF was necessary to authorize a diversion volume of 2.0 AF.

Water right 61-2163 is for irrigation use of 1332 AF and 296 acres.

1332AF/296 acres= 4.5 AF per acre. The consumptive use volume of 3.5 AF per acre (3.5 is approximately 75% of 4.5) is used to determine the acreage to be idled and the rental volume.

2 AF/3.5 AF per Acre = 0.6 Acres

0.6 Acres *4.5AF per Acre = 2.7 AF

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).

Authority to File: The rental application was signed by Erin Kivlehan, VP of Asset Management for Clenera, LLC. Review of Elmore County parcel data indicates the land is owned by J R Simplot and a review of current Department records indicate Simplot as the water right holder.

SCANNED

Provided in the rental application package is a land use agreement between GVPVS2 and Simplot.

Water Right Validity/Forfeiture Evaluation: Water rght 61-2163 was leased into the WSB in 2020 (WSB lease contract # 1283) This water right is leased through 2025 and there are no validity concersn 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.

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 nature of use, more volume must be rented to account for the change in consumptive use. It is determined that 0.006 cfs (~0.01cfs), 2.7 AF and 0.6 acres must be rented to authorize a consumptive use diversion volume of 2.0 AF.

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 will be requested.

SCANNED

Kienholz, Mackenzie

From: Kienholz, Mackenzie
Sent: Friday, October 21, 2022 1:59 PM
To: danielle.morris@clenera.com
Cc: IDWRInfo
Subject: RE: Response to Letter: APPLICATION(S) 2454 TO RENT WATER FROM THE WATER SUPPLY BANK

Hello Danielle,

Thank you for the response regarding the Water Supply Bank rental application submitted by Grand View Solar PV Two LLC. I will add your confirmation email to the file and note that it will now be ready to review come November.

Have a great weekend!

Mackenzie Kienholz
Water Supply Bank Specialist

IDAHO DEPARTMENT OF WATER RESOURCES

Planning & Projects
Mackenzie.kienholz@idwr.idaho.gov
Phone: (208) 287-4822

From: Danielle Morris <danielle.morris@clenera.com>
Sent: Friday, October 21, 2022 11:26 AM
To: IDWRInfo <idwrinfo@idwr.idaho.gov>
Subject: Response to Letter: APPLICATION(S) 2454 TO RENT WATER FROM THE WATER SUPPLY BANK

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Hello,
I am responding to a letter received by Grand View Solar PV Two LLC regarding the recent Water Supply Bank application #2454.
The attached letter requests verification of the following information, which I've provided response to in the **bold text.**

Requested information:
-A current Water Usage Agreement between Applicant and J.R. Simplot
Please see the agreement attached to the application as Attachment 3F/3K, also attached in this email for confirmation of receipt.

SCANNED

-Confirmation of the volume of water requested: 2.0 or 2.7 AF
We would like to rent 2.7 AF of water, as is allowed per the Water Usage Agreement included in the application as Attachment 3F/3K. My apologies for the typo!

Please let me know if any additional information is needed in order to begin processing this rental application after November 1, 2022.
Thank you so much for verifying receipt of this email and that all required information has now been provided.

Best Regards,

Danielle Morris | Operations Specialist

Clēnera - *an Enlight Company*

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

PO Box 2576 | Boise, Idaho 83701

Direct: 208-639-3232 ext. 122

Mobile: 847-414-3061

www.clenera.com

IMPORTANT NOTE: *Clenera, LLC ("Clēnera"), a subsidiary of Enlight Renewable Energy, LTD, is a developer of utility-scale solar energy facilities. Clēnera also serves as an independent advisor and service provider to participants in the solar renewable industry. Clēnera and its employees do not act as agents, or as legal or tax counsel or advisors, on behalf of its clients. Clients should obtain advice from their own independent legal and tax advisors in connection with all transactions. Nothing contained in this email shall be construed as legal or tax advice from Clēnera or its employees. 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.*

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Governor Brad Little

Director Gary Spackman

October 12, 2022

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

RE: APPLICATION(S) 2454 TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Water Supply Bank (Bank).

The Department will accept applications proposed for the next calendar season on November 1 of the prior year. Your application is proposing water use during the 2023 season; therefore, the Department will begin processing your application after November 1, 2022.

A preliminary review of your application has been completed and it has been determined that additional information is required to continue processing.

Please provide the following information within 30 days of the date of this letter or the application will be returned:

- A current Water Usage Agreement between the applicant and J. R. Simplot Company, or evidence that the agreement provided has not been terminated with the conclusion of previous Water Supply Bank rentals
- Confirmation of the volume of water requested: 2.0 or 2.7 AF

Please provide the required information within thirty (30) days. If sufficient information is not received within 30 days, your application will be returned to you **unprocessed** and you will have to re-file your application.

Note that filing a rental application does not authorize diversion and use of water. It is unlawful to use water without a valid water right or an approved Bank rental agreement. **You are not authorized to divert any water for the purposes described in your application until you have paid the rental fee and you and the Department have both signed and executed a rental agreement.**

You can check the status of your rental application by reviewing the Department's Water Supply Bank Processing spreadsheet, accessible from the Bank's website at:
https://idwr.idaho.gov/iwrb/programs/water-supply-bank/resources/

Sincerely,

Mackenzie Kienholz
Water Supply Bank Specialist

c: Erin Kivlehan – Clenera, LLC
Vic Conrad – J. R. Simplot Co.

SCANNED

Rental Application 2454

Depends on lease contract 1283, active until 2025

Purpose

- Applicant proposes to rent an irrigation water right and convert the nature of use to industrial use. It is probably safe to consider the end use 100% consumptive. Limit the usable amount of the rental to the portion of the irrigation use that was historically consumptive. You could use specific crop information if available. If not, it may be ok to use the standard consumptive use volume.
- Ground water diversion from an existing well.
- This is a renewal of previous rental agreements 182, 281, and 479

Check Admin Areas - Rental Location

- WD 161
- Trust Water Area
- ESPA Moratorium