

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 901

RECEIVED
FEB 25 2025
DEPARTMENT OF
WATER RESOURCES

This is to certify that:

GRAND VIEW PV SOLAR TWO LLC
C/O ONWARD ENERGY HOLDINGS
600 17TH ST STE 2400S
DENVER, CO 80202-5424

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	0.017	4.50
Rental Totals			0.01	2.7	0.6	0.017	4.50

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2025. 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 2025, whichever occurs last.

Annual Rental Fee:

2025: \$8.91

The full fee for the rental of the above-described right(s) is \$8.91 for 2025. The rental fee includes an administrative fee of \$8.91 for 2025. 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 change in nature of use from irrigation to industrial use.*

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 901

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:

Matt Fleiner 2/11/25
Signature of Renter Date

Matt Fleiner Director, Asset Management
Printed Name 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 2/27/25
BRIAN PATTON, Executive Manager Date
Idaho Water Resource Board

Rental approved by IDWR TP 2/27/25
Date

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 901

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

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

BENEFICIAL USE
INDUSTRIAL

DIVERSION RATE
0.01 CFS

VOLUME
2.0 AF

SEASON OF USE

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

RENTERS PLACE OF USE: INDUSTRIAL

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

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.
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 period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation

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WATER SUPPLY BANK RENTAL AGREEMENT No. 901

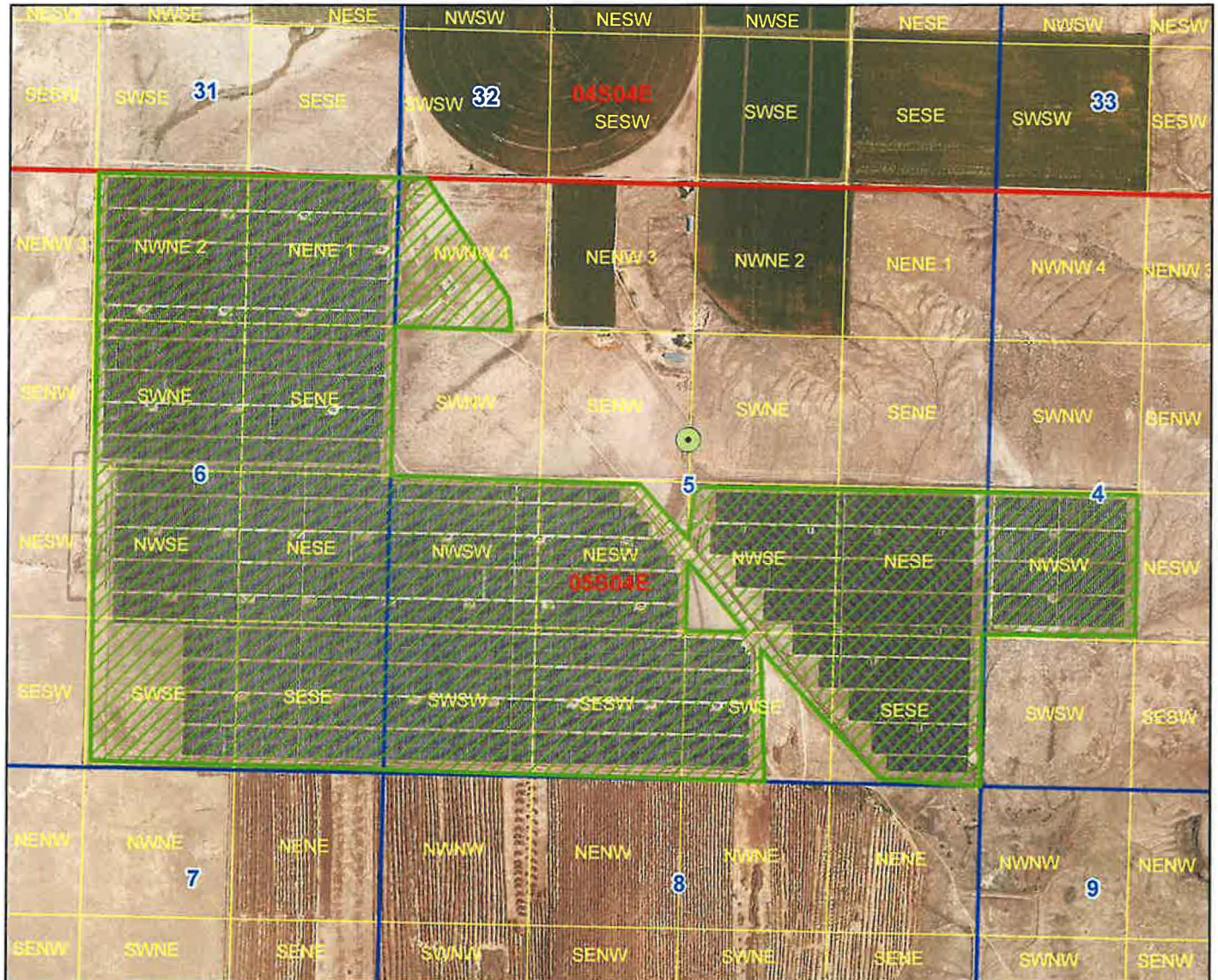
use and a priority date earlier than October 26, 2000. This rental agreement does not authorize the construction of a well.

10. This rental does not grant any right-of-way or easement on the property of another party.
11. The water rented under this agreement is appurtenant to irrigation of 0.6 acres.
12. Industrial use is for the maintenance of a Solar Energy Site.
13. 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.

Idaho Water Resource Board
Attachment to Water Supply Bank Rental Agreement No. 901

Effective until December 31, 2025

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



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



0 0.5 1 Miles

**STATE OF IDAHO
WATER RESOURCE BOARD**

RECEIVED
Sep 19, 2024
DEPARTMENT OF
WATER RESOURCES

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)

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)

3052

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 Onward Energy Holdings, LLC; 600 17th Street Suite 2400S; Dever, CO 80202

Street

City

State

Zip Code

Email Address ContractNotices@onwardenergy.com

Phone Number 303-256-2913

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 Matt Fleiner Professional Title Director, Asset Management

Organization Onward Energy Holdings, LLC Relationship to Applicant Authorized Agent

Mailing Address 600 17th Street Suite 2400S; Denver, CO 80202

Email Address Matt.Fleiner@onwardenergy.com Phone Number 303-256-2913

2. MAP

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

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

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

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

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

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

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

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

Desired Start Date (month/day/year)	Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
01/01/2025	03/01/2025	☐ 1	☒ 2	☐ 3	☐ 4	☐ 5	☒ Process application as soon as possible	☐ Return application to applicant

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

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

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

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

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

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

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

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

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

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

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☒ Industrial from: 01/01/25 (mm/dd) to: 12/31/26 (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)
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	0.01	2.7	0.6
						CFS	AF	AC

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

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

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

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

Yes ☐ No ☒

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

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

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

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

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

Previous Agreements: 182, 281, 479 and 693

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?

If yes, describe:

Yes ☐ No ☒

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV?

Yes ☐ No ☒

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

- D. Additional Information

Ground water will be 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

Matt Fleiner

Signature of Representative

Grand View PV Solar Two LLC

Printed Name of Applicant

Date

Matt Fleiner

Printed Name of Representative

9/18/2024

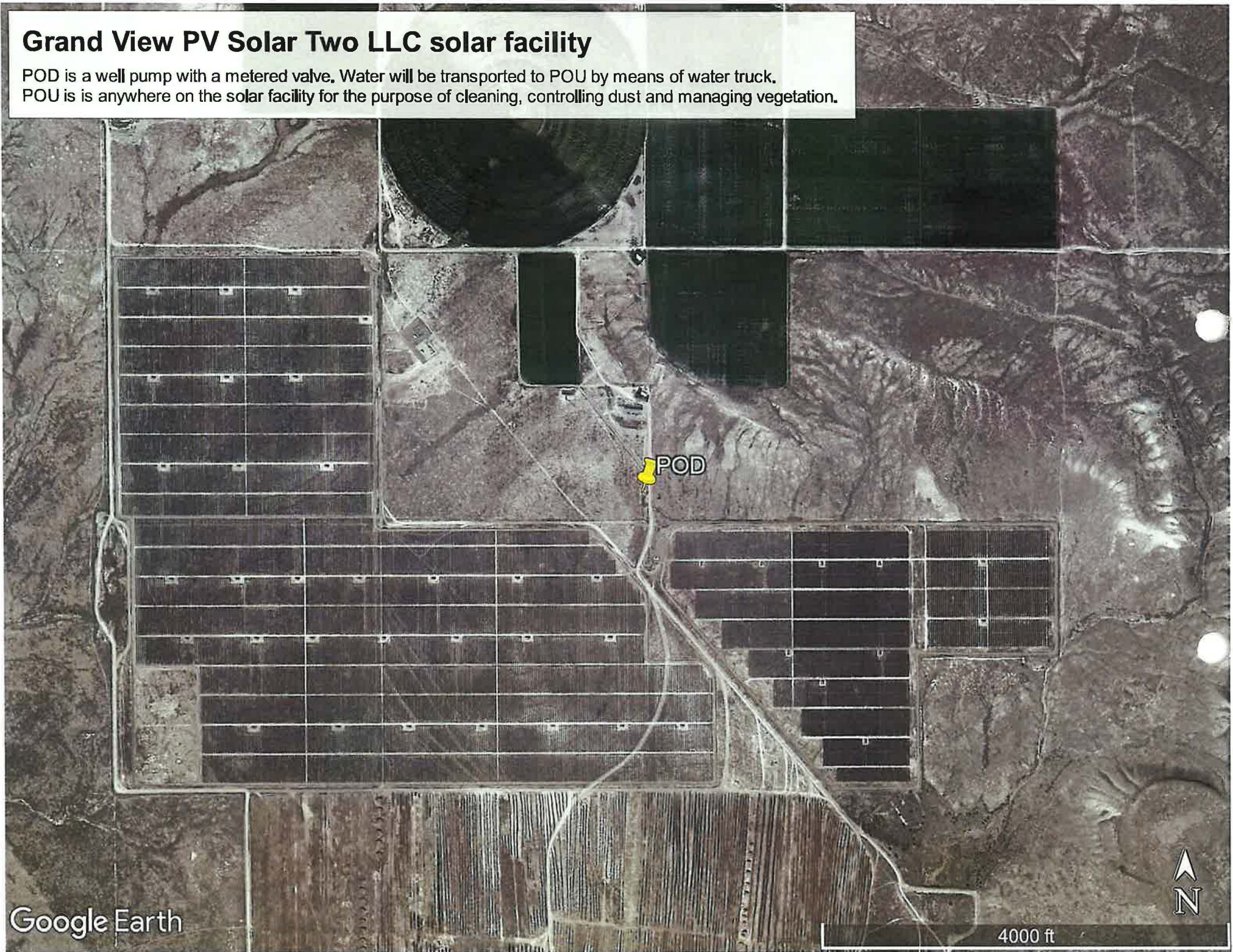
Date

Mail to:

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

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 anywhere on the solar facility for the purpose of cleaning, controlling dust and managing vegetation.





0005839759

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005839759

Date Filed: 8/5/2024 8:05:20 AM

B0933-4164 08/05/2024 8:05 AM Received by Office of the Idaho Secretary of State

Entity Name and Mailing Address:

Entity Name: GRAND VIEW PV SOLAR TWO LLC
Foreign Name (name in home jurisdiction): GRAND VIEW PV SOLAR TWO LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0000519653
Address: DEPUTY GENERAL COUNSEL
600 17TH STREET
SUITE 2400S
DENVER, CO 80202

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: DELAWARE
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W171506

The registered agent on record is:

Registered Agent: COGENCY GLOBAL INC.
Commercial Registered Agent
Physical Address
1555 W SHORELINE DR
STE 100
BOISE, ID 83702
Mailing Address
1555 W SHORELINE DR
STE 100
BOISE, ID 83702

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
Onward Atlas HoldCo, LLC	Member	DEPUTY GENERAL COUNSEL 600 17TH STREET, SUITE 2400S DENVER, CO 80202

The annual report must be signed by an authorized signer of the entity.

Job Title: VP, Corporate Secretary

Angela McCarroll

Sign Here

08/05/2024

Date



0005841642



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
**AMENDMENT OF FOREIGN REGISTRATION
STATEMENT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$30.00

For Office Use Only

-FILED-

File #: 0005841642

Date Filed: 8/5/2024 1:11:22 PM

B0933-6483 08/05/2024 1:11 PM Received by Office of the Idaho Secretary of State

Amendment of Foreign Registration Statement

Select one: Standard, Expedited or Same Day Service (see descriptions below) Expedited (+\$40; filing fee \$70)

The name of the entity as currently registered with the Idaho Secretary of State is:

Entity Name in Idaho: Onward Energy Management, LLC
Entity Name in Home Jurisdiction: ONWARD ENERGY MANAGEMENT, LLC
Home Jurisdiction: DELAWARE
The file number of this entity on the records of the Idaho Secretary of State is: 0005400704
Entity Type: Limited Liability Company (F)

Entity Subtype

LLC Subtype Foreign Limited Liability Company

The street address of the principal office is amended to:

Principal Office Address 600 17TH STREET
SUITE 2400S
DENVER, CO 80202

The mailing address of the principal office is amended to:

Mailing Address 600 17TH ST
STE 2400S
DENVER, CO 80202-5424

The name, capacity and mailing address of the governor(s) is amended to:

Name	Title	Address
☒ Onward Energy Financial Holdco, LLC	Member	600 17TH STREET SUITE 2400S DENVER, CO 80202

The amendment must be signed by an officer or director of a corporation, a member or manager of an LLC, or a partner of an LP.

*Angela McCarroll**08/05/2024*

Sign Here

Date

Job Title: VP, Corporate Secretary

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 NW¹/₄SW¹/₄SE¹/₄ of Section 31, T.4S R.4E B.M. Elmore County, Idaho ("Delivery Point"). Solar will be responsible for the costs to construct any system that is used to transport water from the Delivery Point to the Solar Site. Simplot hereby grants Solar a non-exclusive revocable license for a term commensurate with the term of this Agreement for the use of Simplot land for the purpose of installing and operating a water delivery system used by Solar to transport water from the Delivery Point to the Solar Site. Prior to installing any improvements on Simplot land in connection with this Agreement, Solar shall provide Simplot the Solar's construction and operation plans for Simplot's review and approval.

Water Usage Agreement

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

4. Fees and Maintenance Costs

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

5. Water Interruption

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

6. Other Provisions:

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

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

7. No Recording:

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

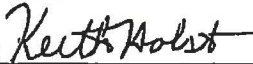
Water Usage Agreement

Acknowledged and accepted by:

SOLAR

Grand View PV Solar Two, LLC

By: CRE-Grandview Idaho LLC,
its Manager

By: 

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

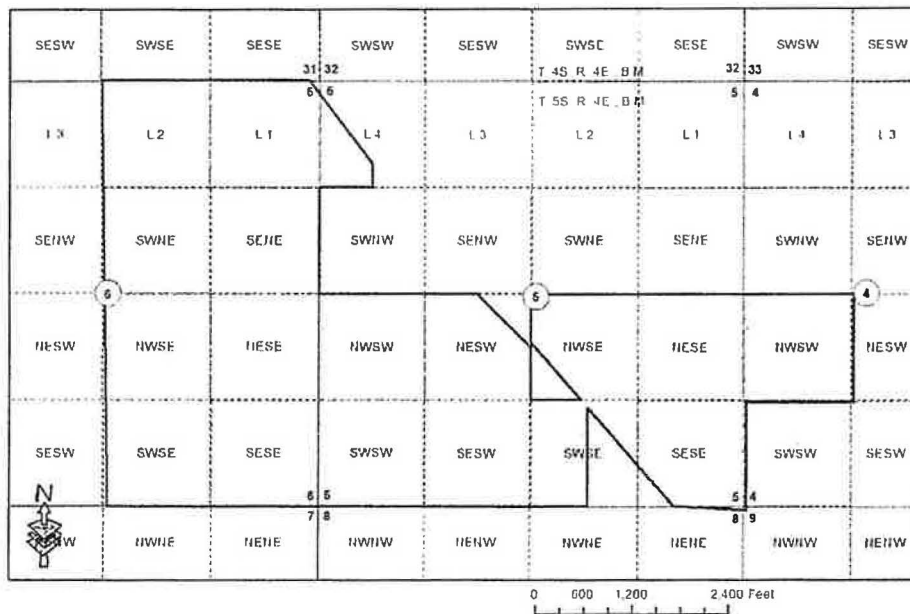
DESCRIPTION OF THE PROPERTY

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

Section 6:
E 1/2

Section 5:
W 1/2 of the SW 1/4
SE 1/4 of the SW 1/4
NE 1/4 of the SW 1/4 excluding the area north of the Idaho Power transmission line
NE 1/4 of the SE 1/4
SE 1/4 of the SE 1/4 excluding the area south of the Idaho Power transmission line
NW 1/4 of the SE 1/4 excluding the area south of the Idaho Power transmission line
W 1/2 of the SW 1/4 of the SE 1/4
E 1/2 of the SW 1/4 of the SE 1/4 excluding the area south of the Idaho Power transmission line
W 1/2 of Lot 4 excluding the area north of the Idaho Power transmission line

Section 4:
NW 1/4 of the SW 1/4



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

Pages: 3
Fee: \$ 16.00

BARGAIN AND SALE DEED

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

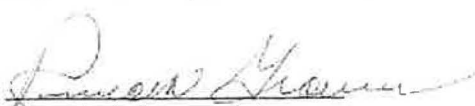
See Exhibit A attached hereto and made a part hereof

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

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

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

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

BY: 

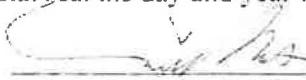
Ronald N. Graves, Trustee

STATE OF IDAHO |
| 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

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
 By RAMONA YRAZABAL
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: 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

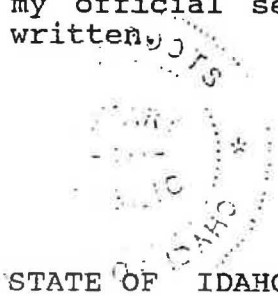
Thomas T. Nicholson
Thomas T. Nicholson

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.

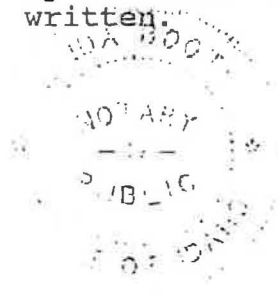

Linda K. Boots

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.

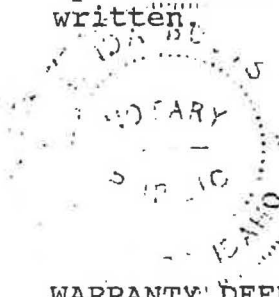

Linda K. Boots

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

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



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 Mathew Weaver

March 03, 2025

GRAND VIEW PV SOLAR TWO LLC
C/O ONWARD ENERGY HOLDINGS
600 17TH ST STE 2400S
DENVER CO 80202-5424

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 61-2163, AGREEMENT 901**

Dear Renter:

Please find enclosed a receipt in the amount of **\$8.91** 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 of 0.6 acres during 2025. 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.

The rental fee will be retained by the Department to offset administrative costs since you have a private agreement with the owner of the rights.

Sincerely,

Debra Mansfield

for
Water Supply Bank

Enclosures: Receipt No. C120218
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Western Regional Office
Representative
Water District 161

Mansfield, Debra

From: Mansfield, Debra
Sent: Monday, March 3, 2025 8:40 AM
To: Ed Van Etten; IdwrPayable; Miller, Nick; matt.fleiner@onwardenergy.com
Cc: Bank
Subject: Executed WSB Rental Agreement 901
Attachments: Executed WSB Rental Agreement 901, Grand View PV Solar Two LLC.pdf

Hello all,

Please see the attached copy of executed WSB Rental Agreement 901, in the name of Grand View PV Solar Two LLC, for your records.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



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 Mathew Weaver

January 30, 2025

GRAND VIEW PV SOLAR TWO LLC
C/O ONWARD ENERGY HOLDINGS
600 17TH ST STE 2400S
DENVER, CO 80202-5424

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 61-2163, AGREEMENT 901**

*****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 **\$89.10 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 2.7 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or \$8.91.** The annual rental fee shall be received by the Department prior to execution of this agreement. 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 in the amount of \$8.91 for 2025 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,

for

Water Supply Bank

Enclosure: Proposed Rental Agreement

c: IDWR Front Desk
Matt Fleiner, Onward Energy Holdings, LLC

MEMORANDUM FOR AGREEMENT #901

To: Water Right 61-2163

From: Aaron Olson

Date: 1/6/2025

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE:

The Water Supply Bank (WSB) received rental application 3052 on September 19, 2024, on behalf of Grand View PV Solar Two LLC. The application proposes to rent a portion of irrigation water right 61-2163 which is currently leased to the WSB under contract no. 1283. The application requests to rent 2 acre-feet of water for industrial use beginning in 2025 and ending in 2026. The industrial use is washing of solar panels as needed and spraying weeds at the site. This application is a renewal of previous agreements 693, 479, 281, and 182. The most recent agreement 693 expired at the end of 2024.

An agreement between the applicant and J R Simplot company has been included that outlines fees and maintenance costs to be paid for using their point of diversion for the rental. In previous agreements this has been used for the rental fee, but since this is a private agreement simply for equipment use paid directly to Simplot the standard fee will be applied to this rental.

AUTHORITY TO FILE:

The rental application was signed by Matt Fleiner, director of asset management for Onward Energy Holdings, LLC. Onward Energy Holdings, LLC is listed as Limited Liability Company manager for the applicant Grand View PV Solar Two LLC. Review of Elmore County parcel data indicates the land at the place of use and point of diversion are currently owned by J R Simplot Company. A water usage agreement between the applicant and J R Simplot Company has been provided as an attachment to the application.

WATER RIGHT VALIDITY:

Water right 61-2163 was decreed in 2000 and leased to the WSB beginning in 2005 and has been continuously since then. Most recently the right was leased to the WSB in 2020 under lease contract 1283 which ends in 2025. There are no concerns of validity.

INJURY TO OTHER WATER RIGHTS:

The proposed point of diversion is a metered well that is a part of Simplot's existing system. The leased right and proposed rental place of use are both within basin 61 and the Mountain Home Ground Water Management Area (MHGWMA). All groundwater rights in basin 61 and the MHGWMA are administered by Water District 161, comments on the application by the Watermaster of the District have been requested. This rental is a repeat of several previous rentals, and no complaints have been received in the past. There is no concern of injury to other water rights.

ENLARGEMENT OF USE:

The rental proposes a change in the nature of use from irrigation to an industrial use. Due to the change in use more volume will need to be rented to account for the difference in consumptive use between the two uses. Industrial use is considered fully consumptive whereas irrigation use is considered approximately 75 percent consumptive. Because of this a rental of 2.7 acre-feet is necessary for the requested volume of 2 acre-feet. Water right 61-2163 is for irrigation of 296 acres with a volume of 1332 acre-feet which equals a volume per acre of 4.5 acre-feet and a

consumptive use volume of 3.5 acre-feet per acre. 0.6 acres of irrigated land would need to be idled to account for the consumptive use volume. $0.6 \text{ acres} \times 4.5 \text{ AF per acre} = 2.7 \text{ acre-feet}$. With the difference in consumptive use accounted for in the rental volume there is no concern of enlargement.

LOCAL PUBLIC INTEREST:

Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:

The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:

The proposed location of the rental is within the Western Region and is administered by Water District 161. A request for comments was sent to the Western Regional Office Manager and Water District 161 Watermaster. If no response is received it is assumed that there are no concerns with the proposed application.

Hersley, Jean

From: Cheyenne Huffor <Cheyenne.Huffor@OnwardEnergy.com>
Sent: Thursday, September 19, 2024 11:28 AM
To: IDWR File
Cc: Matt Fleiner; Jett Blackwell
Subject: Grand View PV Solar Two LLC - Application to Rent Water from the Board's Water Supply Bank
Attachments: Grand View Water Rights Application for 2025 - 2026.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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,

Please see attached for our Application to Rent Water from the Board's Water Supply Bank. Our current Water Usage Agreement for Water right 61-2163 is set to expire on December 31, 2024. This is to renew that water right.

Please let us know if you have any questions.

Thank you,

Cheyenne Huffor
Asset Management Associate
Onward Energy
(619) 310-9540 Office
(720) 601-7631 Mobile
www.onwardenergy.com



OnwardEnergy
Where renewable meets reliable.

Please consider need before printing this email

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