

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 973

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

RECEIVED
FEB 26 2026
DEPT. OF WATER RESOURCES

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)
61-2165	12/2/1963	GROUND WATER	0.01	2.7	0.6	0.017	4.50
Combined 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, 2026. 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 2026, whichever occurs last.

Annual Rental Fee:

2026: \$8.91

The full fee for the rental of the above-described right(s) is \$8.91 for 2026. The rental fee includes an administrative fee of \$8.91 for 2026. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 61-2165.

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

Matt Fleiner 1/23/26
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 Date 2/27/26
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Rental approved by IDWR [Signature] Date 2/27/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 973

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**
61-2165 03/15 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.

STATE OF IDAHO
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WATER SUPPLY BANK RENTAL AGREEMENT No. 973

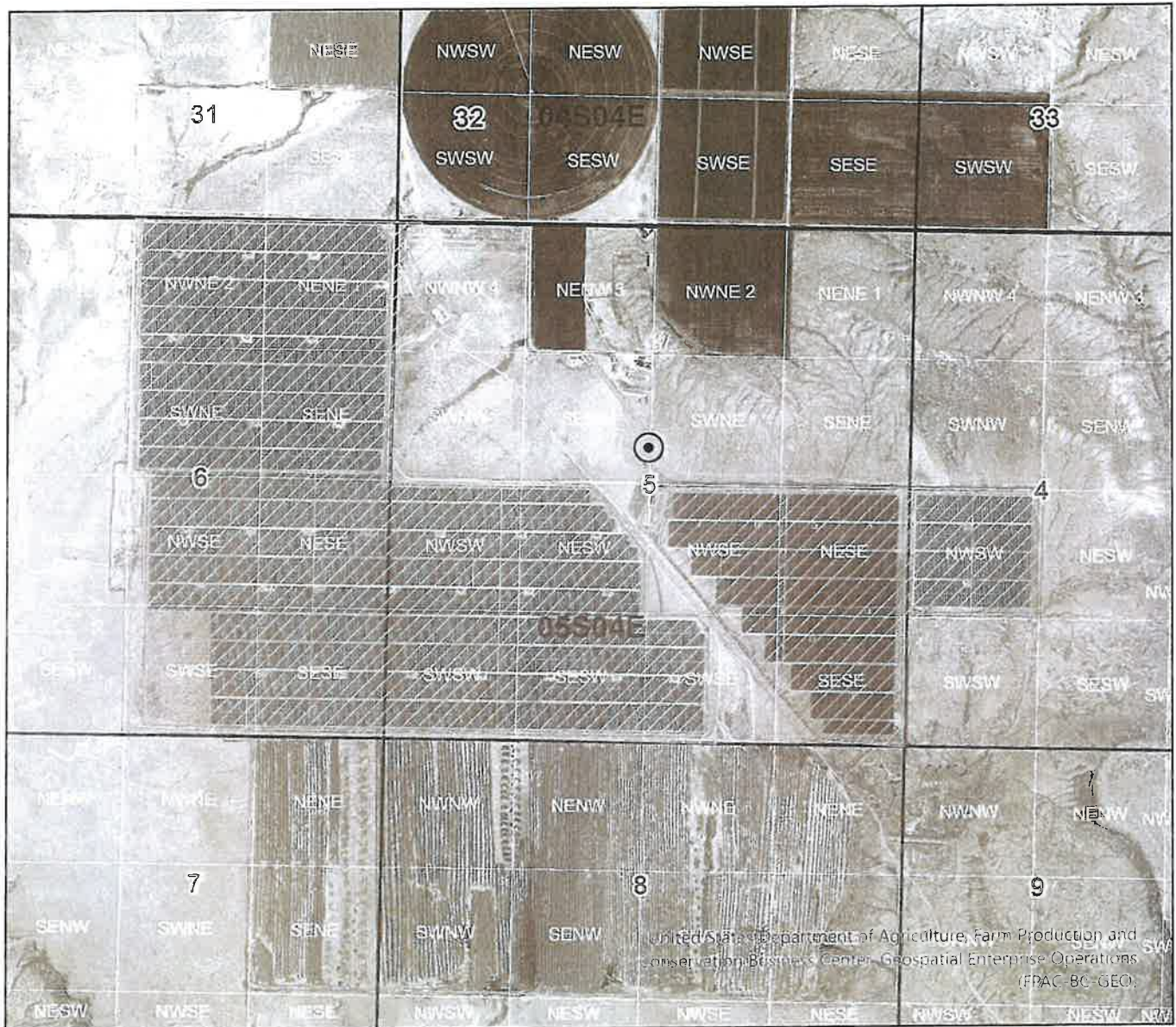
9. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation 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. 973

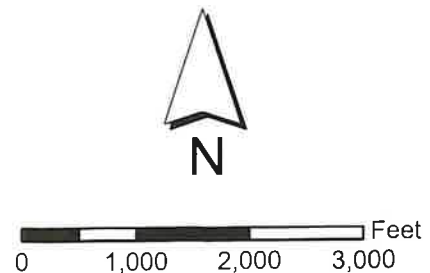
Effective until December 31, 2026

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 Point of Diversion
-  Water Supply Bank Rental Place of Use
-  Township/Range
-  Sections
- QQ



P.O. BOX 4037
BUFFALO, NY 14240-4037

Grand View PV Solar Two LLC
7621 Little Avenue Suite 350
US/Charlotte NC/28226

Beneficiary:

Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720
USA

000020-01/01-98315 07398620260213-811200012
Grand View PV Solar Two LLC
7621 Little Avenue Suite 350
USA/Charlotte NC/28226

000021



CLIENT ID: 98315
REF. NUMBER: 811200012
ISSUE DATE: FEBRUARY 13, 2026
CHECK NUMBER: 089291879
AMOUNT DUE: USD ***** *8.91

811200012

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

Sep 24, 2025

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: Grand View PV Solar Two LLC

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

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

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

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

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

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

MINIMUM REQUIREMENT CHECKLIST

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

Yes

- ☒ Completed *Application to Rent Water from the Board's Water Supply Bank*
- ☒ Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

- | | | |
|----|-------------------------------------|--|
| 2 | ☒ | A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request |
| 3A | ☐ | ☒ Detailed information on a proposed use of rental water |
| 3F | ☐ | ☒ Authorization from the owner/operator of the rental point(s) of diversion |
| 3H | ☒ | ☐ Water modeling to account for the impacts of the rental request |
| 3J | ☒ | ☐ Documents justifying a rate of flow greater than 0.02 cfs/acre |
| 3K | ☐ | ☒ Authorization from the owner/operator of the property at the proposed rental place(s) of use |
| 4B | ☐ | ☒ Explanation of how the rental water will sufficiently accomplish your rental purposes |
| 4C | ☐ | ☒ Explanation of consumptive use amounts for water rights experiencing a change in nature of use |

Department Use Only – Proposed Water Right(s)

3301

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; Denver, 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?	
01/01/2026	03/01/2026	☐ 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: 01/01/26 (mm/dd) to: 12/31/27 (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, 693 and 901

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	<u>Grand View PV Solar Two LLC</u> Printed Name of Applicant	_____ Date
<u>Matt Fleiner</u> Signature of Representative	<u>Matt Fleiner</u> Printed Name of Representative	<u>9/24/25</u> Date

Mail to:

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

**STATE OF IDAHO
WATER RESOURCE BOARD**

Water Modeling Requirement Information Sheet

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

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

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

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

Regulated water sources may areas include:

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

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

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

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

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

Modeling situations may include:

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

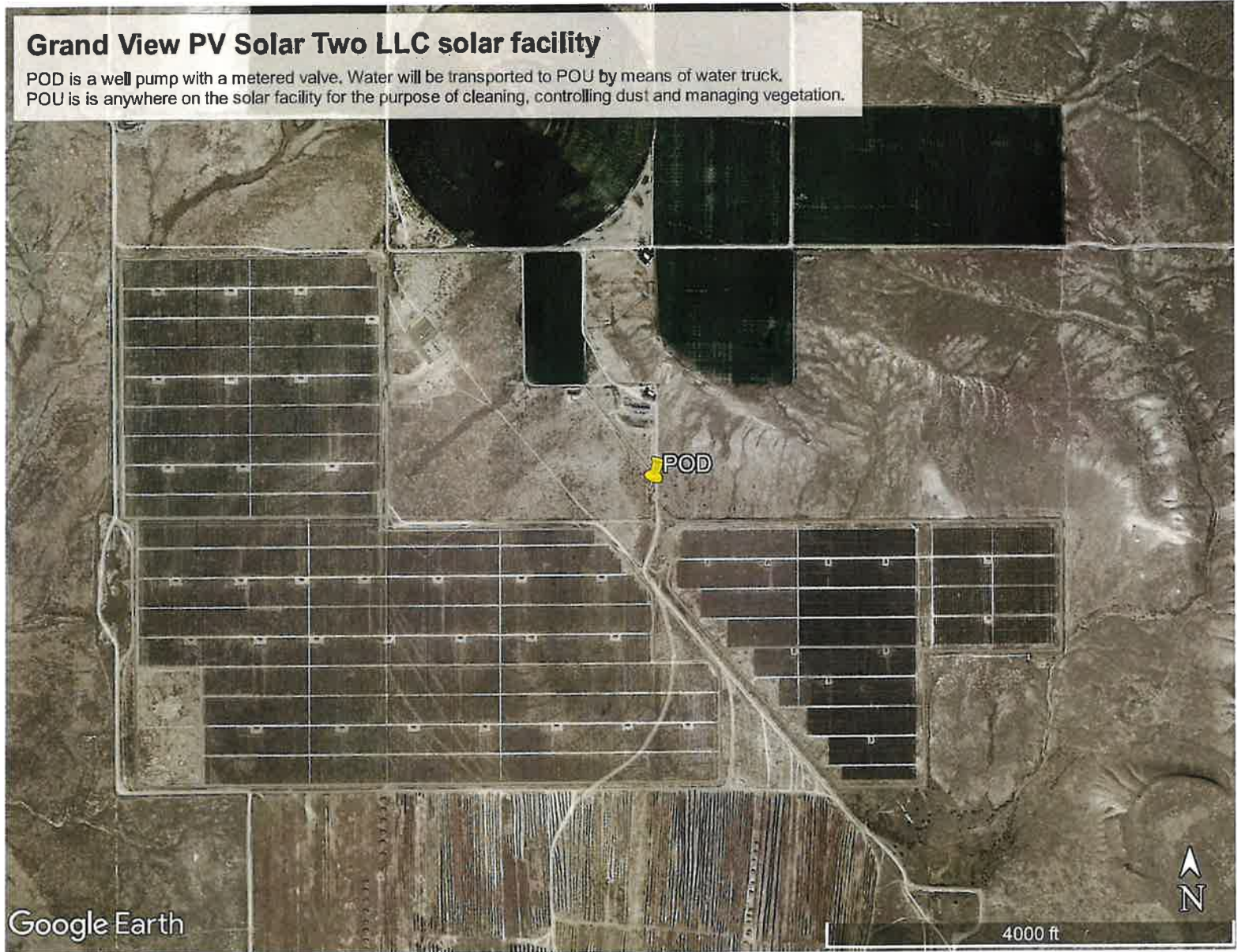
Rental requests that propose to divert surface water rights from ground water points of diversion may be considered if ground water modeling establishes that the surface and ground water resources are directly and immediately hydraulically connected. An acceptable hydraulic connection occurs when at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

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

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

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.



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

Water Usage Agreement

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

4. Fees and Maintenance Costs

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

5. Water Interruption

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

6. Other Provisions:

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

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

7. No Recording:

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

Water Usage Agreement

Acknowledged and accepted by:

SOLAR

Grand View PV Solar Two, LLC
By: CRE-Grandview Idaho LLC,
its Manager

By: Keith Holst
Name: Keith Holst
Title: Operations Committee Member
Date: Sep 21, 2017

SIMPLOT

J. R. Simplot Company

By: 
Print Name: James B. Alderman
Its: Senior V.P and Assistant Secretary
Date: October 3, 2017

Water Usage Agreement

EXHIBIT A

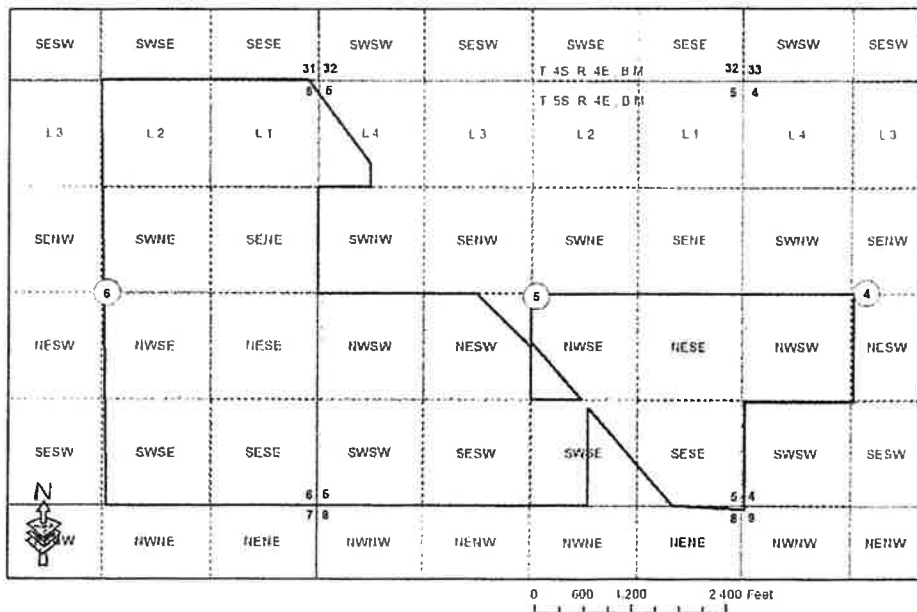
DESCRIPTION OF THE PROPERTY

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

Section 6:
E1/2

Section 5:
W1/2 of the SW1/4
SE1/4 of the SW1/4
NE1/4 of the SW1/4 excluding the area north of the Idaho Power transmission line
NE1/4 of the SE1/4
SE1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
NW1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
W1/2 of the SW1/4 of the SE1/4
E1/2 of the SW1/4 of the SE1/4 excluding the area south of the Idaho Power transmission line
W1/2 of Lot 4 excluding the area north of the Idaho Power transmission line

Section 4:
NW1/4 of the SW1/4



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

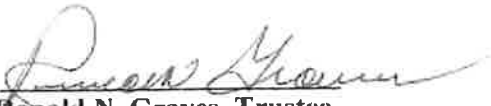
See Exhibit A attached hereto and made a part hereof

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

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.



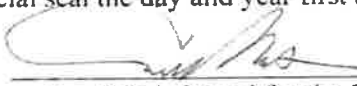

Notary Public in and for the State of Idaho
Residing at: Boise
Commission expires: 8/22/2014

EXHIBIT A

TRACT I:

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

Section 31: NE1/4SE1/4

Section 32: S1/2S1/2

Section 33: SW1/4SW1/4

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

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

TRACT II:

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

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

257482

ELMORE COUNTY, IDAHO 85 #564
 st of
GUARANTY TITLE, INC.
 Time 2:53 P. M.
 Date February 12, 1990
 Book _____
 Page _____
RAMONA YRAZABAL
 By Merle Z Becker Deputy
 Fee \$9.00

WARRANTY DEED

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

TRACT I

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

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

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

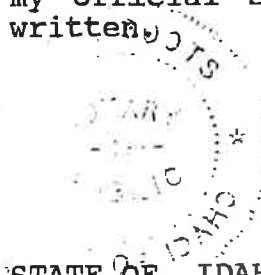
Thomas T. Nicholson
Thomas T. Nicholson

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.

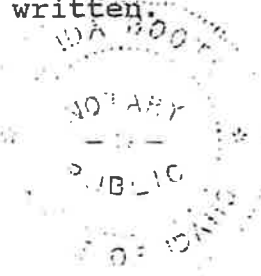


Linda K. Bots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95

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.

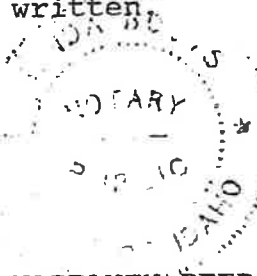


Linda K. Bots
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 5/31/95

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. Bots
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



0005841628

**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

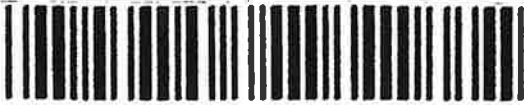
-FILED-

File #: 0005841628

Date Filed: 8/5/2024 1:06:37 PM

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:	GRAND VIEW PV SOLAR TWO LLC							
Entity Name in Home Jurisdiction:	GRAND VIEW PV SOLAR TWO LLC							
Home Jurisdiction:	DELAWARE							
The file number of this entity on the records of the Idaho Secretary of State is:	0000519653							
Entity Type:	Limited Liability Company (F)							
Entity Subtype	Foreign Limited Liability Company							
LLC Subtype								
The street address of the principal office is amended to:								
Principal Office Address	DEPUTY GENERAL COUNSEL 600 17TH STREET SUITE 2400S DENVER, CO 80202							
The mailing address of the principal office is amended to:								
Mailing Address	DEPUTY GENERAL COUNSEL 600 17TH ST STE 2400S DENVER, CO 80202-5424							
The name, capacity and mailing address of the governor(s) is amended to:								
<table border="1"><thead><tr><th>Name</th><th>Title</th><th>Address</th></tr></thead><tbody><tr><td>+ Onward Atlas Holdco, LLC</td><td>Member</td><td>DEPUTY GENERAL COUNSEL 600 17TH STREET SUITE 2400S DENVER, CO 80202</td></tr></tbody></table>			Name	Title	Address	+ Onward Atlas Holdco, LLC	Member	DEPUTY GENERAL COUNSEL 600 17TH STREET SUITE 2400S DENVER, CO 80202
Name	Title	Address						
+ Onward Atlas Holdco, LLC	Member	DEPUTY GENERAL COUNSEL 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.								
<u>Angela McCarroll</u>		<u>08/05/2024</u>						
Sign Here		Date						
Job Title: VP, Corporate Secretary								

B0933-6457 08/05/2024 1:06 PM Received by Office of the Idaho Secretary of State



**STATEMENT OF
CHANGE, RESIGNATION OR TERMINATION
BY COMMERCIAL REGISTERED AGENT**
(see reverse for instructions)

The person identified below submits to the Secretary of State the following statement for the purpose of changing its commercial registered agent information on file with the Secretary of State.

1. The name of the commercial registered agent is:

COGENCY GLOBAL INC.

2. The address of the commercial registered agent currently on file is:

1555 W. SHORELINE DR. STE. 100 BOISE, ID 83702

3. Information on file that is to be changed:



The name or address of the agent has changed. The new name / address is:

10020 W. FAIRVIEW AVE. SUITE 104 BOISE, ID 83704



The type or jurisdiction of organization of the agent has changed. The new type or jurisdiction is:



The agent resigns from serving as agent for service of process for the entity listed below:

and the name and address of the person to which the agent will send notices at the represented entity:



The agent is no longer in the business of serving as a commercial registered agent in Idaho. The termination will take effect on the thirty-first day after the day on which this filing is received by the Secretary of State's office.

Signed:

Printed Name:

Capacity:

Date:

Kristal Beckner
Kristal Beckner
Sr. Vice President
5/21/2025

(Agent's Mark Only)

NOTARY PUBLIC
STATE OF IDAHO
My Comm. Expires 12/31/2025



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

February 27, 2026

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). 61-2165, AGREEMENT 973**

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 irrigation of .6 acres during 2026. 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 are the owner of the rights. The annual rental fee for 2027 is due by December 31, 2026,

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

Sincerely,

Kris Margheim

for
Water Supply Bank

Enclosures: Receipt No. C125105
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Regional Office (via email)



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

January 23, 2026

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(S). 61-2165, AGREEMENT 973**

*****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 **\$8.91 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 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 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, \$8.91 will be retained by the Department to offset administrative costs for **2026**

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

Sincerely,

Catalina Beck

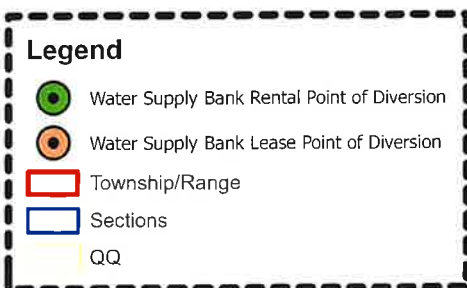
for
Water Supply Bank

Enclosure(s)

c: IDWR Front Desk
Representative Onward Energy Holdings

WSB Move Map

2026



Beck, Catalina

From: Scott King
Sent: Friday, December 12, 2025 12:29 PM
To: Beck, Catalina
Cc: Ed Van Etten
Subject: RE: Rental Application 3301 for Grandview PI Solar Two LLC

Catalina,

Thank you for the clarification.
No further comments from me on this one.

Scott



Scott King
Western Regional Manager
Idaho Dept. of Water Resources
208-334-2190

From: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Sent: Friday, December 12, 2025 12:27 PM
To: Scott King <scott.king@idwr.idaho.gov>
Cc: Ed Van Etten <birdhunter2462@hotmail.com>
Subject: RE: Rental Application 3301 for Grandview PI Solar Two LLC

I have fixed Point of Diversion is right next to the POU
T05S R04E S5 SENW

Sorry about that

Catalina Beck

From: Scott King <scott.king@idwr.idaho.gov>
Sent: Friday, December 12, 2025 11:25 AM
To: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Subject: RE: Rental Application 3301 for Grandview PI Solar Two LLC

Hi Catalina,

I'm curious why the mapped rental point of diversion looks like the Grand View Canal out of CJ Strike?

Thanks,

Scott



Scott King
Western Regional Manager
Idaho Dept. of Water Resources
208-334-2190

From: Beck, Catalina <Catalina.Beck@idwr.idaho.gov>
Sent: Friday, December 12, 2025 7:17 AM
To: Scott King <scott.king@idwr.idaho.gov>
Cc: Ed Van Etten <birdhunter2462@hotmail.com>
Subject: Rental Application 3301 for Grandview PI Solar Two LLC

Good afternoon Scott

We are seeking comments, regarding the Water Supply Bank (WSB) Rental Application 3301 Grandview PI Solar Two LLC (2026) I have attached a copy of the rental applications, the rental review, a map for your reference, and a move map. Please submit your comments within 7 days, no later than December 18, 2025. If we do not hear from you by that date, we will assume that no comment from you means you have no objection to, concerns about, or conditions about the lease.

Comments are preferred to be received by e-mail to catalina.beck@idwr.idaho.gov. However, comments by regular mail is acceptable.

If you have any questions, don't hesitate to contact me at the State Office at (208) 287-4920.



Catalina Beck
Water Resource Agent
208-287-4920
Catalina.beck@idwr.idaho.gov

Idaho Department of Water Resources State Office
322 E Front Street Boise, ID 83702

MEMORANDUM FOR AGREEMENT 973

To: Water Right(s) 61-2165

From: Catalina Beck Water Resource Agent

Date: December 4, 2025

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

PURPOSE/NARRATIVE: The renewal rental application was received on September 24, 2025 and proposes to rent 0.01 cfs and 2.0 afa from groundwater for 0.6 acres of industrial use. The applicant Grand View PV Solar Two LLC is requesting to rent water from the water supply bank for 2 years starting in 2026, however the water right that is available to rent from that is in the same basin only has availability for one year starting in 2026. The application proposes to rent a portion of irrigation from water right 61-2165 lease contract 1470.

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 the manager of the applicant, Grand View PV Solar Two LLC. A review of Elmore County parcel records shows that the land at both the place of use and the point of diversion is currently owned by J.R. Simplot Company. The applicant has provided a water usage agreement with J.R. Simplot Company, included as an attachment to the application.

INJURY TO OTHER WATER RIGHTS: The rental application proposes to move water within the Trust Water area, Basin 61, and the Mountain Home GWMA. The proposed rental point of diversion and the existing lease point of diversion will be diverted from the same regional aquifer. There are no known injury concerns currently.

ENLARGEMENT OF USE: The proposed rental includes a change in nature of use from irrigation to industrial. Industrial use is treated as fully consumptive, while irrigation use is assumed to be 75% consumptive. Because of this difference, 2.7 acre-feet of water must be rented to supply the requested 2.0 acre-feet of industrial use. Using the standard irrigation duty of 4.5 acre-feet per acre and a consumptive use volume of 3.5 acre-feet per acre for the area, the required rental is calculated as follows:

- **Acres:** $2.0 \text{ acre-feet} \div 3.5 \text{ acre-feet per acre} = 0.6 \text{ acres}$
- **Volume:** $0.6 \text{ acres} \times 4.5 \text{ acre-feet per acre} = 2.7 \text{ acre-feet}$
- **Diversion rate:** $0.6 \text{ acres} \times 0.02 \text{ cfs per acre} = 0.012 \text{ cfs} = 0.01 \text{ cfs}$

With the consumptive use difference fully accounted for in the rental volume, there is no concern of enlargement.

LOCAL PUBLIC INTEREST: The proposed rental of water is in the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The proposed rental is consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The proposed POD is within the administrative area of IDWR's Western Region and Water District No. 161. Comments regarding the proposed rental were requested from the regional manager and Watermaster on December 12, 2025. A question was raised regarding the mapped point of diversion, which was subsequently clarified and corrected to reflect a location adjacent to the place of use in T05S, R04E, Section 5 (SENW). Following the clarification, no further comments or concerns were

identified. The Watermaster indicated that he has no issues with the proposed rental and understands that water use will be accounted for through the existing well meter. He noted that the rental meter appears to be for billing purposes only and that total use would already be captured by the well meter.

Margheim, Kris

From: Cheyenne Huffor <Cheyenne.Huffor@OnwardEnergy.com>
Sent: Wednesday, September 24, 2025 5:12 PM
To: IDWR File
Cc: Matt Fleiner
Subject: Grand View PV Solar Two LLC - Application to Rent Water from the Board's Water Supply Bank
Attachments: Grand View - Application for Water Supply Bank Rental Agreement_2026.pdf

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, 2025. This is to renew that water right.

Please let us know if you have any questions.

Thank you,

Cheyenne Huffor
Analyst - Asset Management
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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