STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2239

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: CLYDE CAPITAL GROUP
482 W 800 N STE 204
OREM, UT 84057-3728

RECEIVED
AUG 25 2026
DEPARTMENT OF
WATER RESOURCES

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on July 07, 2026.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
63-10669	8/8/1988	GROUND WATER	2.22	499.5	111.0
Combined Lease Totals			**2.22**	**499.5**	**111.0**

2. **COMPENSATION**: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2026 to December 31, 2030. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

WATER SUPPLY BANK LEASE CONTRACT No. 2239

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2239

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: CLYDE CAPITAL GROUP
482 W 800 N STE 204
OREM, UT 84057-3728

By _____
Title Manager
Date 8/20/26

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 8/28/26
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR _____ Date 8/28/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2239

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 63-10669

GROUND WATER SESE Sec. 28 Twp 05N Rge 01W ADA County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
63-10669	IRRIGATION	4/15	to	10/31	2.22 cfs	499.5 AF
				Totals:	2.22 cfs	499.5 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	01W	27									38.0	21.0	27.0						86.0
05N	01W	28																25.0	25.0

Total Acres: 111.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.

WATER SUPPLY BANK LEASE CONTRACT No. 2239

8. Acceptance of a right into 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.

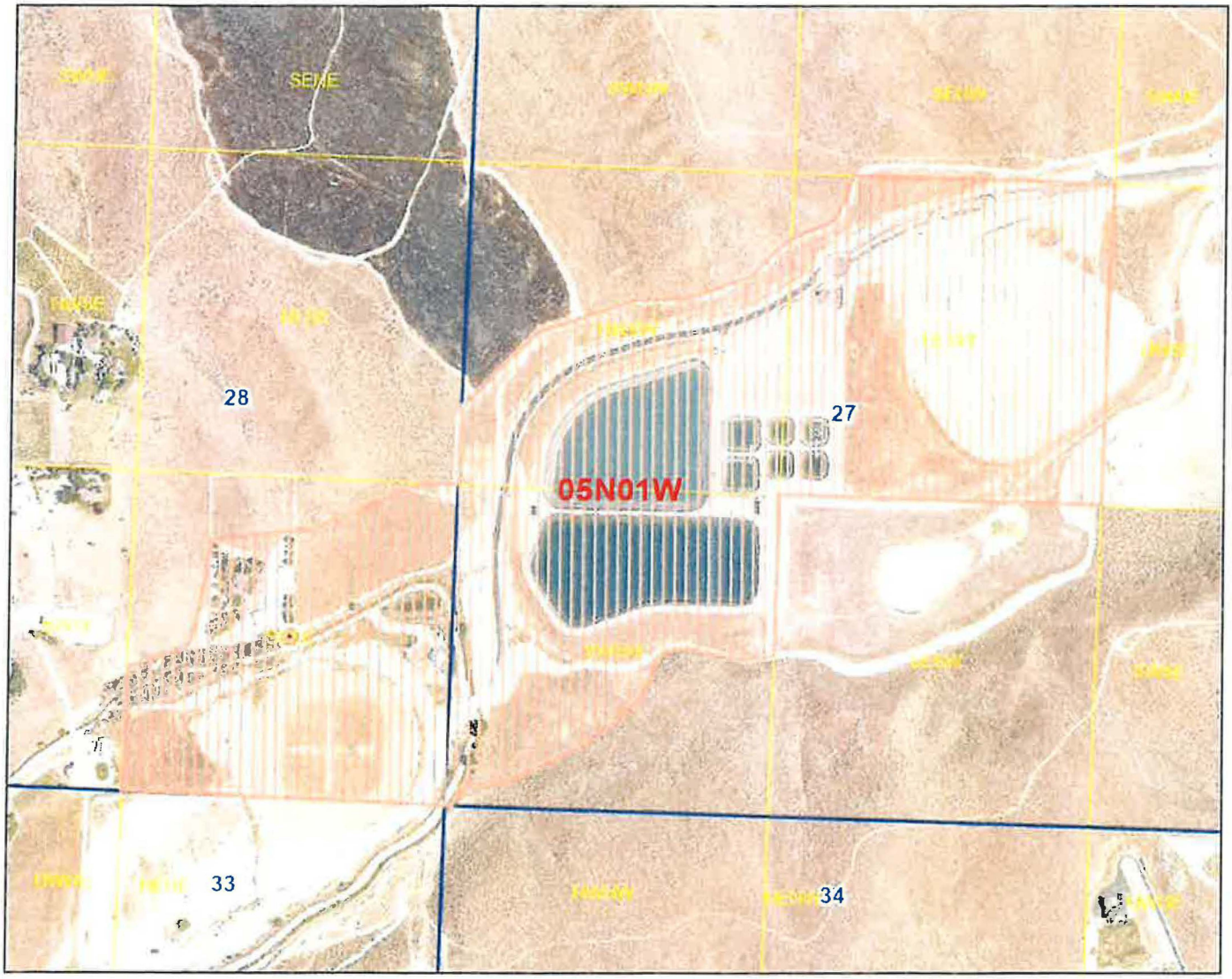
Idaho Water Resource Board

Water Supply Bank Lease Contract No. 2239

63-10669

Effective until December 31, 2030

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



Legend

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

N

0 462.5 925 1,850 Feet

RECEIVED
JUL 07 2026
DEPARTMENT OF WATER RESOURCES

Form 42-1761-1
09/2024

RECEIVED
JUL 07 2026
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

Print Form

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Applicant / Designated Lessor Clyde Capital Group, LLC
(Select one owner – see item 1A on the application)

Water Right No. 63-10669
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☐ No ☑
If yes, include renter and rental fee payment information as attachment 5B.

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

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

	Yes		
	☒		Completed *Application to Sell or Lease a Water Right to the Water Supply Bank,* printed **single sided,** per requirement of the Water Supply Bank.
	☒		Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
N /A	**Yes**	**Attachments**	
☑	☐	**1A**	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
☐	☑	**1B**	An Internal Revenue Service (IRS) Form W-9 for the Applicant / Designated Lessor.
☐	☑	**1C**	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
☐	☑	**1D**	Contact information for an authorized representative and documentary proof they are authorized to represent the Applicant on this application. If the Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
☒	☐	**2**	Description of a water right portion offered to the Water Supply Bank.
☐	☑	**3**	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
☑	☐	**4A**	Written consent from irrigation district or water delivery company.
☑	☐	**4G**	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.
☑	☐	**5B**	Rental rate and owner payment agreement between lessor and renter for lease/rental packages.

Department Use Only

Fee Amount $ 250.00 | Received By: KW | Date Received: 7·7·2026 | Receipt # C127081

W-9 received? Yes ☐ No ☐ (Route W-9 to Fiscal) | Name on W-9:

3554

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. The applicant or designated lessor must be listed as a current owner of the water right offered for sale or lease to the Water Supply Bank. If there are multiple current owners, choose one owner as the Designated Lessor. Complete and attach the Designated Lessor - Attachment 1A of this application package with the signatures of all current owners.

Applicant / Designated Lessor Clyde Capital Group, LLC (formerly GWC Capital, LLC)

Mailing Address 482 W 800 N, Suite 204, Orem, Utah 84057
Street City State Zip Code

Email Address bcole@clydecapitalgroup.com Phone Number (801)592-6132

☑ The Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Lessor is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Lessor / Applicant submitted an IRS Form W-9 to this Department within 6 months? Yes ☐ No ☑
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☐ No ☑
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Water Right Holder? Yes ☑ No ☐
If yes, representatives (includes employees of Water Right Holder companies) must complete this section and submit documentary proof of their authority to represent the Water Right Holder (Attachment 1D).

Name of Representative Caitlin R. Skulan Organization Schroeder Law Offices, P.C.

Professional Title Attorney Email Address counsel@water-law.com

Mailing Address 10615 Double R Blvd., #100, Reno, NV 89521 Phone Number (775)786-8800

☐ Send all correspondence for this application to the representative and not to the Designated Lessor / Applicant.

OR

☑ Send original correspondence to the Designated Lessor / Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☑ The full water right is being offered to the Bank and none will still be used.

OR

☐ A portion of the water right is being offered to the Bank and a portion will still be used.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map The map must locate the point of diversion from the source of water and the location of the lands to be idled or the place where the water will no longer be used. The map must also show townships, ranges, sections, and government lots. **For irrigation purposes**, mark the number of acres for lease **per** 40-acre tract (1/4-1/4). If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Identify the owner of the water delivery system or well Clyde Capital Group, LLC

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e. (Label Attachment 4A)

B. Please provide a description of the current water diversion and delivery system, including source, pump, pipeline or diversion.

Ground water right was developed with well equipped with 12'x8" pipe to storage pond. Pond connected to 10"x10"steel tube to a 6" steel main line.

Permittee is currently developing property and will be submitting a transfer application for approval of new system after water right is removed from bank.

C. Describe any other water sources, including municipal, irrigation company shares, or water rights with combined limits to the water right offered to the bank, which are used for the same purpose at the same place of use as the water right being offered to the Bank. None. Place of use is within a municipal service area of the City of Eagle. However, no other water rights are being used for irrigation of the place of use.

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands, and usually have combined limits in the conditions of the water rights. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source, including those listed in 4C? Yes ☒ No ☐

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Place of use is part of larger residential development that may receive culinary water from City of Eagle municipal system.

F. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Label Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture, including lease into the Bank. Your application may be denied if forfeiture concerns are not addressed.

G. Identify annual volumes and/or rates of water diverted (used) in the last 5 years to accomplish the beneficial use authorized by this water right. Full volume (499.50 AFA) was used by prior owner in 2021. Irrigation did not occur in 2022-2025.

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☐ No ☑

If yes, describe.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE CONTRACT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑ ?

If lease, specify the first calendar year when the use of water will be suspended: 2026 (year)

All lease contracts are for a calendar year from January 1st to December 31st

*Mark Desired Lease Duration (Calendar Years)					
☐ 1	☐ 2	☐ 3	☐ 4	☑ 5	Other Term Length (# of years): **Prior IWRB approval required*

B. Show the minimum payment acceptable to the seller/lessor. **If lease,** the minimum payment may be shown as the "current rental rate" as established by the IWRB, or a negotiated rental rate with submittal of an agreement between the lessor and the renter. ***The owner payment is 90% of the rental fee. The administrative fee retained by the IWRB is 10% of either the current rental rate or the negotiated rental fee, whichever is higher. Include the method of determining the minimum payment if submitted as a companion lease rental package, and whether the owner payment will be paid directly to the lessor from the renter or if owner payment should be collected by the Department from the renter for payment to the lessor. (Label attachment 5B).***

Current rental rate.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Lessor / Applicant acknowledges the following:

1. Payment to the Designated Lessor / Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Lessor / Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Lessor or Applicant	Printed Name	Date
Brandon Henrie	Brandon Henrie, Clyde Capital Group, LLC	6/25/26
Signature of Co-Applicant	Printed Name	Date
Signature of Authorized Representative	Printed Name	Date
Caitlin Skulan	Caitlin Skulan, Schroeder Law Offices, P.C.	6/29/26

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

Print Form

Attachment 1B

RE: Application to Sell or Lease a Water Right

Attachment 1B

Attachment 1C

RE: Application to Sell or Lease a Water Right

Attachment 1C

Attachment 1D

RE: Application to Sell or Lease a Water Right

Attachment 1D

Agent Representative Contact Information

Schroeder Law Offices, P.C.
1915 NE Cesar E. Chavez Blvd.
Portland, OR 97212
Phone: (503) 281-4100
Fax: (877) 600-4971
Email: *counsel@water-law.com*

And

Schroeder Law Offices, P.C.
10615 Double R Blvd., Suite 100
Reno, NV 89521
Phone: (775) 786-8800
Fax: (877) 600-4971
Email: *counsel@water-law.com*

AGENCY AGREEMENT

Parties and Scope

This Agency Agreement ("Agreement"), entered into on the date inscribed below, is made between GWC Capital, LLC, a Utah limited liability corporation, having its principal office at 482 West 800 North, Ste. 204, Orem, UT 84057, hereafter referred to as "Principal", and Schroeder Law Offices, PC, an Oregon professional corporation, having its principal office at 1915 NE Cesar E Chavez Blvd, Portland, OR 97212 and regional office at 10615 Double R. Blvd., Ste. 100 Reno, Nevada 89521, and its agents and employees, hereafter referred to as "Schroeder" or "Agent." The Principal hereby grants the Agent authority to act on its behalf and as it directs in matters pertaining to the purchase, sale, or lease of water rights and represent the Principal in all other matters pertaining to water rights brought before the State of Idaho Department of Water Resources.

Duties and Responsibilities

The Agent agrees to:

- Represent the Principal with due care, skill, and professionalism;
- Keep all information shared by the Principal confidential; and
- Abide by all applicable laws and regulations.

Duration and Termination

This Agreement will be in effect on the date inscribed below and will terminate upon the termination of the Contract for Legal Services between GWC Capital, LLC and Schroeder Law Offices, PC, in accordance with the terms set forth therein.

The undersigned has read the foregoing Agreement and understands its terms and those set forth in the Contract for Legal Services, and agrees to be liable, jointly and severally, for all obligations under this agreement. Signature by facsimile or email on this Agreement will constitute Principal's original signature and Principal's acceptance of the terms of this Agreement.

9/23/24
Date

For Schroeder Law Offices, PC
Laura A. Schroeder; Therese A. Ure Stix; Caitlin R. Skulan

9/23/2024
Date

Brandon Henrie, Manager
On behalf of GWC Capital, LLC

Filed in the Office of	Filing Number
Adam Watson	**250904541357B**
	Filed On
Director, Division of Corporations and Commercial Code	**September 04, 2025**
	Entity Number
	9190774-0160
Filed in the State of Utah	Number of Pages
	3

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

Domestic Limited Liability Company - Annual Report / Renewal with changes

ENTITY INFORMATION

Entity Name: CLYDE CAPITAL GROUP, LLC

Entity Number: 9190774-0160

Effective Date: September 04, 2025

Effective Time: 08:12 AM

BUSINESS DETAILS

PRINCIPAL OFFICE INFORMATION:
Principal Office Address: 482 W 800 North, #204, Orem, UT 84057
Mailing Address: 482 W 800 North, #204, Orem, UT 84057

REGISTERED AGENT
Agent Type: Entity
Name: CORPORATION SERVICE COMPANY
Address: 15 WEST SOUTH TEMPLE, SUITE 600, Salt Lake City, UT 84101

ACTIVE PRINCIPAL INFORMATION

Title: Manager
Name: Brandon Henrie
Address: 730 N. 1500 W.,, Orem, UT 84057

Title: Manager
Name: Jared Morgan
Address: 730 N. 1500 W., Orem, UT 84057

Title: Manager
Name: Wilford W. Clyde
Address: 4393 S Riverboat Rd, Suite 200 , Salt Lake City, UT 84123 - 2548

Title: Manager
Name: Jeremy D. Hafen
Address: 4393 S Riverboat Rd, Suite 200 , Salt Lake City, UT 84123 - 2548

Title: Member
Name: Clyde Companies, Inc.
Address: 482 W 800 North #204, Orem, UT 84057

INACTIVE PRINCIPAL INFORMATION
Title: Manager
Name: JARED MORGAN
Address: 730 N. 1500 W, OREM, UT 84057

Title: Member
Name: CLYDE COMPANIES INC
Address: 482 W 800 NORTH, OREM, UT 84057

Title: Manager
Name: JEREMY D HAFEN
Address: 4393 S RIVERBOAT RD, SALT LAKE CITY, UT 84123 - 2548

Title: Manager
Name: BRANDON HENRIE
Address: 730 N. 1500 W, OREM, UT 84057

Title: Manager
Name: WILFORD W. CLYDE
Address: 4393 S RIVERBOAT RD, SALT LAKE CITY, UT 84123 - 2548

SUPPORTING DOCUMENTATION
No Supporting Documentation Provided.

REQUIRED SIGNATURES

- I declare that the information contained in this electronic submission is true and accurate.
- I affirm that I am legally authorized to sign this document.
- I acknowledge receipt of the below information:
    - The information provided in this form will be used by the Division to evaluate and complete your request. Failure to provide complete information as requested will result in the denial of your request as incomplete.
    - Information provided in this form is retained in accordance with state record retention laws. For specific information about the records retention for this form, please visit https://corporations.utah.gov/records/.
    - In order to comply with legal and regulatory requirements, we may share information provided in this form with authorized parties such as other government agencies, national licensing databases, contracted vendors, etc. Additionally, many items collected by the Division are classified as "public" under the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq.
    - For more information on how the information you provide is shared, please refer to https://corporations.utah.gov/records/.

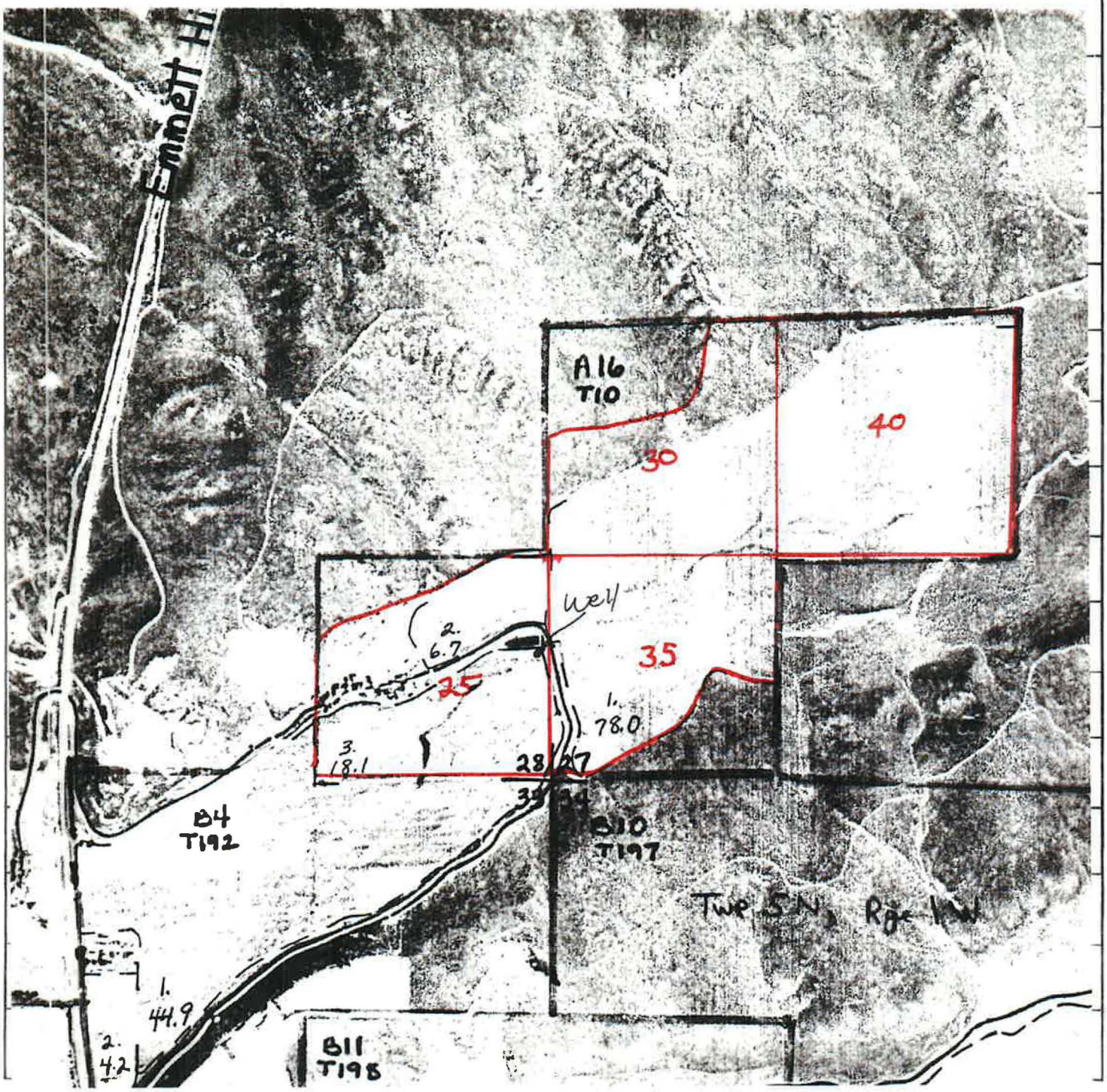
- **Electronic Signature:** Brandon Hale
  Title/Capacity: Authorized Person

Attachment 3

RE: Application to Sell or Lease a Water Right

Attachment 3

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

RECEIVED
DEC 08 1988

Donald E. Jensen
(Applicant)

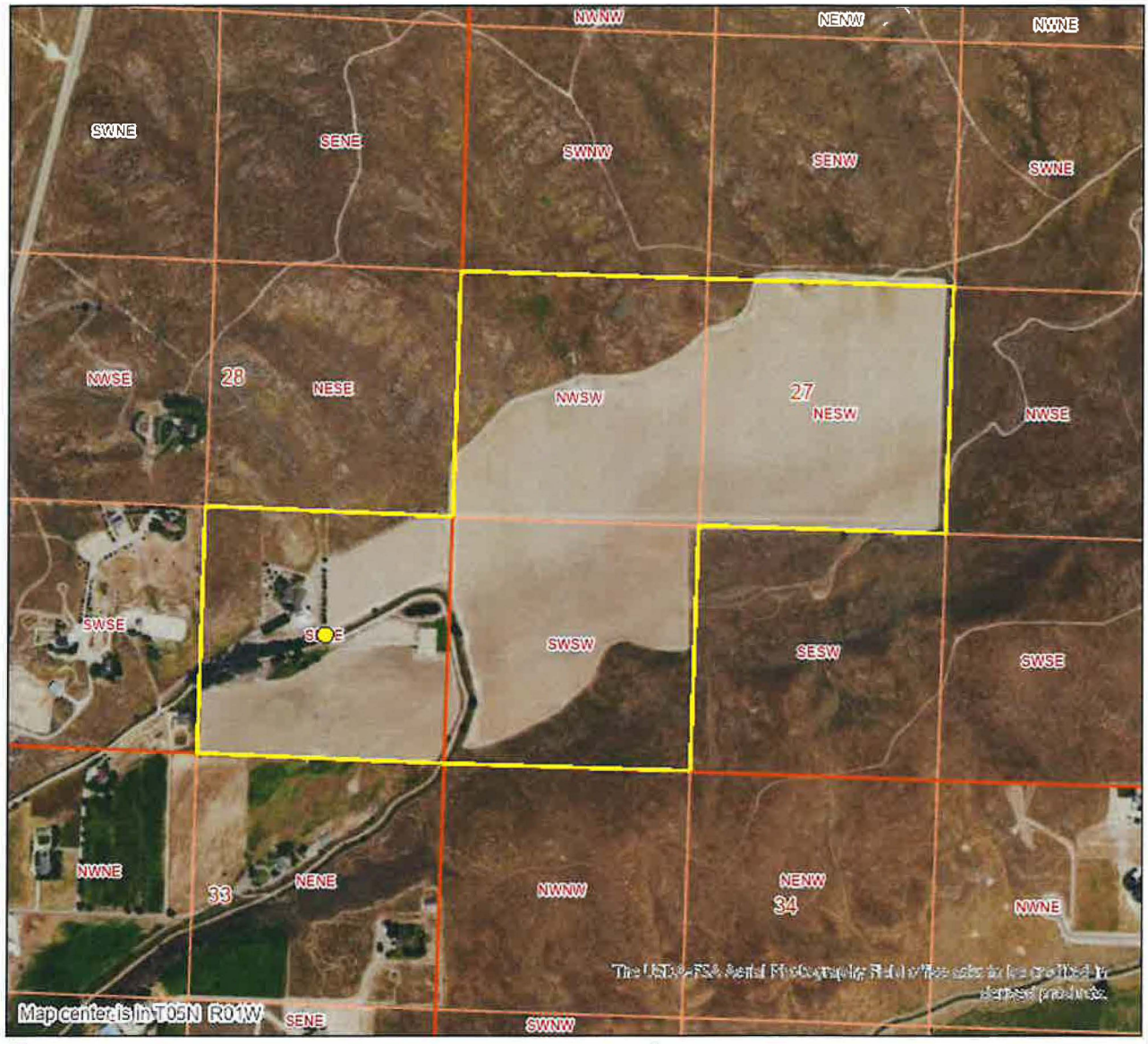
State of Idaho
Department of Water Resources

Water Right

63-10669

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.05 0.1 0.2 0.3 0.4
Miles

Legend
- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion

N

Date created: 6/22/2020

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**

August 31, 2026

CLYDE CAPITAL GROUP
482 W 800 N STE 204
OREM. UT 84057-3728

RE: WATER SUPPLY BANK LEASE CONTRACT(S) 2239
FOR WATER RIGHT(S) 63-10669

Dear Lessor:

Water right **63-10669** is leased into the Water Supply Bank (Bank) as of January **2026** in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2030,** unless the rights are released earlier by the Water Resource Board (Board). To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at bank@idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they are rented.**

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

Sincerely,

Kris Margheim
Technical Records Specialist

Enclosure: Executed Lease Contract

C: IDWR- Western Region Office
Caitlin R. Skulan - Schroeder Law Offices, P.C.

Laura A. Schroeder
Oregon, Idaho,
Nevada, Washington & Utah

Therese A. Ure Stix
Oregon & Nevada

Caitlin R. Skulan
Nevada & Idaho

SCHROEDER
LAW OFFICES, P.C.

William F. Schroeder
(1928 - 2015)

James Browitt
Of Counsel
Idaho & Washington

RECEIVED
AUG 25 2026
DEPARTMENT OF
WATER RESOURCES

August 24, 2026

VIA FEDEX

Idaho Dept. of Water Resources
322 E Front Street, Suite 648
Boise, ID 83702

RE: Water Supply Bank Lease Contracts – Contract 2239

To Whom It May Concern:

Enclosed, please find two original copies of the Water Supply Bank Lease Contracts, executed by Manager Brandon Henrie on behalf of the Clyde Capital Group. The contracts are now ready for the Department's signature.

Please contact our office at (775) 786-8800 if you have any questions.

Very truly yours,
SCHROEDER LAW OFFICES, P.C.

Caitlin R. Skulan
Partner

CRS:mmo

Enclosures:
cc: Client – *via email only*

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

August 17, 2026

CLYDE CAPITAL GROUP
482 W 800 N STE 204
OREM UT 84057-3728

RE: APPLICATION TO LEASE WATER RIGHT 63-10669 TO THE WATER SUPPLY BANK CONTRACT 2239

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

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature**. **Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2030** unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

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

Sincerely,

Darin Vrem
Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt C127081

CC: Caitlin Skulan, Schroeder Law Offices

MEMORANDUM FOR APPLICATION # 3554, CONTRACT # 2239

To: Water Right(s) 63-10669

From: Darin Vrem

Date: July 14, 2026

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

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PURPOSE/NARRATIVE:
Lease Application 3554 was received by the Idaho Department of Water Resources on July 7, 2026; the correct fee amount of $250.00 (Receipt C127081) was received with the application. The applicant proposes to lease the full water right of 63-10669 to the Water Supply Bank (Bank) for 5 years, 2026-2030. This water right has not been previously leased to the Bank.

AUTHORITY TO FILE:
Clyde Capital Group LLC is the owner of record for water right 63-10669. Brandon Henrie signed the application on June 25, 2026, and Utah Department of Commerce records submitted by the applicant confirm that he is a manager and authorized signatory for this LLC.

WATER RIGHT VALIDITY:
The license for WR 63-10669 authorizes the appropriation of water at a rate of 2.22 cfs and a volume of 499.5 af for the irrigation of 111.0 acres. This property is not currently being irrigated; however, the Sentinel satellite imagery from August 9, 2021, confirms the property was under active irrigation within the past five years, see page 2. There are no concerns with the validity of the water right and portion offered to the bank.

ENLARGEMENT OF USE:
There are no overlapping water rights at the POD, a groundwater well. There are several overlapping water rights at the POU for municipal use and surface irrigation for the Farmers Union Ditch, which runs through the property. There are no overlapping rights for groundwater irrigation at the POU. The proposed lease water quantity is the same as decreed: 2.22 cfs and 499.5 af for the irrigation of 111.0 acres. This lease will not result in an enlargement of use.

LOCAL PUBLIC INTEREST:
Accepting valid rights into the water supply bank to provide water for new and supplemental uses is in the local public interest.

DEPARTMENT STAFF OR WATERMASTER COMMENTS:
The location of the water right POD is within IDWR's Western Region. A request for comment regarding the proposed lease was sent on July 14, 2026. No comments were received.



Sentinel satellite image from August 9, 2021, showing the POU under irrigation. The outlined area is the POU, and areas displayed in red represent higher vegetative moisture levels. (T11TNJ S2B 20210809 CIR)



NAIP aerial image of Ada County, Idaho, 2021.