

RECEIVED

MAR 14 2007

FORM 42-1761
01/03Water Supply Bank No. _____
Water Right No. _____
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
**APPLICATION TO SELL OR LEASE A WATER RIGHT TO
THE WATER SUPPLY BANK**

Name of Seller/Lessor Eagle Nest Investment Group, LLC Phone 208-232-6101

Post office address c/o Randall C. Budge, P.O. Box 1391, Pocatello, ID 83204-1391

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree no. 37-155 Decreed to
in case of vs.
dated in county of
- b. License No. issued by the Idaho Department of Water Resources.
- c. Permit No. issued by the Idaho Department of Water Resources.

2. DESCRIPTION OF PORTION OF WATER RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, show "all" on line a below and skip the remainder of part 2.)

- a. Amount of water under right: all-1.28 cubic feet per second &/or acre-feet
per annum
- b. Point of diversion $\frac{1}{4}$ of $\frac{1}{4}$ of section township range , B.M.
in county.

Additional points

- c. Place of Use

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total Number of Acres

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE
- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the sell/lessor, attach a copy of a change of ownership form as required to Section 42-248 or 42-1409(6). Idaho Code, together with required documentation.

Notice of Change of Water Right Ownership Form 42-248 attached;
Warranty Deed attached.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

See IDWR Adjudication Recommended Right Report for W.R. No. 37-155, copy attached.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

Normal irrigation season: 4/15-10/31

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

None

- e. If the water right is a permit, describe the work accomplished toward developing the right.

n/a

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

☒ For sale

☒ For lease for a period from indefinite to

(The lease period may be shown as "indefinite", if the total duration of lease is unknown) or

☐ As a gift to the state of Idaho

2. Show the minimum payment acceptable to the Seller/Lessor. Include the method of determining the minimum payment. The minimum payment may be shown as the "current rental rate".

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 to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank,

2. While a right is in the bank, the owner of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Eagles Nest Investment Group, LLC

3-12-07
Date

By Danell C. Bridge, Attorney in Fact
Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial _____ by _____