

RECEIVED

MAR 05 2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

77667

AMENDED
WATER RESOURCES
DIVISION

MINIMUM REQUIREMENTS CHECKLIST

AMENDED

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part 1.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
 - ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77667

AMENDED

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

AMENDED

Name of Applicant(s) US Ecology Idaho, Inc. Phone 208-331-8400Mailing address 300 East Mallard Drive, Suite 300, Boise, Idaho 83706 Email _____

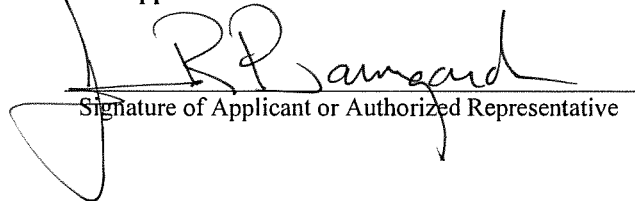
- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No RepresentativeName of Representative Dana Hofstetter Phone 208-424-7800Mailing address 608 West Franklin Street, Boise, ID 83702 Email dana@idahowaterlaw.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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.



Signature of Applicant or Authorized Representative

James P. Baumgardner - Pres.
Print Name and Title if applicable

3/5/2012
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. Flying H Farms Partnership is purchasing water rights to put additional land in production that does not
currently have water rights.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	2-7065 C	8.62	Irrigation	04-01 to 10-31	Snake River Columbia River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 8.62 cfs and/or 2155 ac-ft

2. Total amount of water proposed to be transferred or changed 8.62 cubic feet per second and/or 2155 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
		NW	NW		6	06S	08E	Owyhee	Snake River	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6S	7E	11	40	40	40	40													160
6S	7E	12									40	40	40	40	40	40	40	40	320
6S	7E	13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
6S	8E	18	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
6S	8E	17							40										40

Total Acres (for irrigation use) 1800

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: _____

The pumping plant consists of two pumps that divert water into a common mainline. A measuring device could be installed on the mainline.

- b. Who owns the property at the point(s) of diversion? Delores Ingram

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Flying H Farms has an easement for the pumps and an easement to access said pumps.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

The water right has been in the Water Supply Bank for many years.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Water right 02-07369 is currently used within the same area where water right 02-7065C will be used.

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

☐☐

undergone a period of five or more consecutive years of non-use,

☒☐

currently leased to the Water Supply Bank,

☐☒

currently used in a mitigation plan limiting the use of water under the right, or

☐☒

currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe: _____

It has been leased to the water supply bank for many years.

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.

Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: _____

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)

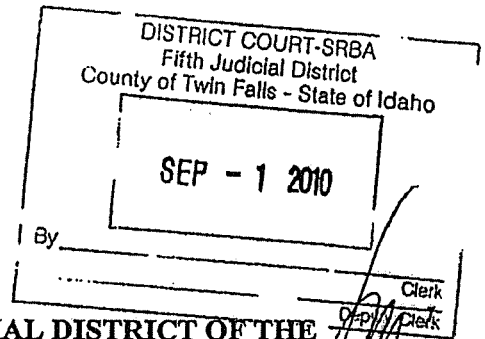
Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

Attachment #2A

RECEIVED

SEP 02 2010

DEPARTMENT OF
WATER RESOURCES



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

ORDER OF PARTIAL DECREE

Case No. 39576

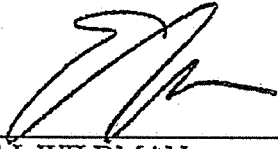
Subcase No. 02-07065C
(US Ecology Idaho, Inc.)

On July 30, 2010, a *Special Master's Report and Recommendation* was filed for the above-captioned water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report and Recommendation* and wholly adopts them as its own.

Therefore, IT IS ORDERED that the above-captioned water right be decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED September 1, 2010.

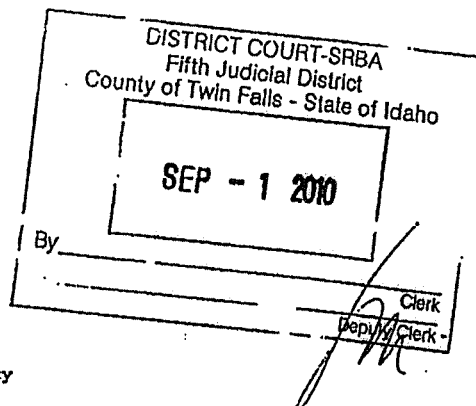

ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 02-07065C



NAME AND ADDRESS: US ECOLOGY IDAHO INC
300 E MALLARD STE 300
BOISE, ID 83706

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 8.62 CFS
2155.00 APY

PRIORITY DATE: 05/14/1970

POINT OF DIVERSION: T04S R02E S22 LOT 3 (SENW) Within Owyhee County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	8.62 CFS 2155.00 APY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after October 31 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE:	Irrigation	Within Owyhee County
T04S R02E S28	SWNW 40.0 NESW 40.0 NWSE 40.0	SENW 40.0 NNSW 40.0
S29	SESW 40.0 SWSE 40.0	NESE 40.0
S32	NENW 40.0 NWSW 31.0	SENW 40.0
431.0 Acres Total		

The described place of use includes 280 acres within T04S R02E of Owyhee County purchased by the United States on December 13, 2004, with this water right retained by US Ecology Idaho, Inc. As of the date of this partial decree, water right 02-7065C is not being used at the described place of use, but is in the Idaho Water Resource Board's water supply bank pursuant to Idaho Code Section 42-1761, et seq. So long as the United States continues to own 280 acres of the described place of use, no use of the water right on these 280 acres is allowed absent express written authorization by the United States issued pursuant to proper delegation of authority and consistent with regulation and the applicable Land Use Plan. The holder of the water right agrees that the lack of such authorization shall not be construed to be a taking, in whole or part, of the water right.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE

17

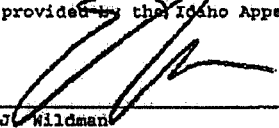
SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

OTHER PROVISIONS (continued)

ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

16

2010 SEP 01 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Case No. 39576)
_____)

CERTIFICATE OF MAILING

Water Right(s): 02-07065C

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 02-07065C was mailed
on September 01, 2010, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

COURTESY COPY

Represented by:
DANA L. HOFSTETTER
608 WEST FRANKLIN STREET
BOISE, ID 83702
Phone: 208-424-7800

UNITED STATES OF AMERICA

Represented by:
US DEPARTMENT OF JUSTICE
ENVIRONMENT & NATL' RESOURCES
550 WEST FORT STREET, MSC 033
BOISE, ID 83724

CERTIFICATE OF MAILING

PAGE 1
09/01/10

1c

US ECOLOGY IDAHO INC
Represented by:
WAYNE R IPSEN
AMERICAN ECOLOGY CORP
300 E MALLARD DR SUITE 300
BOISE, ID 83706
-Phone: 208-331-8400-

JULIE MURPHY
Chief Deputy Clerk

CERTIFICATE OF MAILING

PAGE 2
09/01/10

ld

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

08/08/2005

WATER RIGHT NO. 2-7369

Owner Type	Name and Address
Current Owner	JACKIE HARPER
Current Owner	JEFF C HARPER
	995 E 15TH NORTH ST
	MOUNTAIN HOME, ID 83647
Original Owner	SUNRISE FARMS
	PO BOX 298
	GLENNS FERRY, ID 83623
	(208)366-2403

Priority Date: 12/28/1981

Basis: License

Status: Active

Source	Tributary
SNAKE RIVER	COLUMBIA RIVER

Water Right Report

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	7.7 CFS	1540 AFA
Total Diversion			7.7 CFS	

208-587-4298

Location of Point(s) of Diversion:

Snake River	SENE Lt 8	Sec. 01	Township 06S	Range 07E	OWYHEE County
-------------	-----------	---------	--------------	-----------	---------------

IRRIGATION Use:
Acre Limit: 385

Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
06S	07E	12		NESE	36		NWSE	13		SWSE	30
				NENE	39		NWNE	38		SWNE	40
				NENW	40		NWNW	40		SWNW	40
		13		NESW	40		NWSW	40		SWSW	40
				NESE	39		NWSE	40		SWSE	39
				NENE	40		NWNE	40		SWNE	40
	08E	24		NESW	40		NWSW	32	4	SWSW	32
				NESE	40		NWSE	40		SWNE	40
				NENE	40		NWNE	40		SWNW	40
		7		NESW	40	3	NWSW	32	2	SWSW	32
				NESE	40		NWSE	40		SWNE	40
				NENE	40		NWNE	40		SWNW	40
	18			NESW	40	1	NWSW	32	4	SWSW	33
				NESE	40		NWSE	40		SWNE	40
				NENE	40		NWNE	40		SWNW	40

Water Right Report

Page 3 of 4

19	NENE 40 NENW 37	1	NWNE 40 NWNW 33	2	SWNW 33	SENW 37
----	--------------------	---	--------------------	---	---------	---------

Total Acres: 1885

Conditions of Approval:

1. S40	THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATE EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3.	Water shall not be diverted under this right when flows in the Snake River are below established minimum flow amounts at any of the following locations: Weiser, 4750 cfs; Johnson Bar, 5000 cfs; Line Point 13,000 cfs.
4. K06	THIS RIGHT IS LIMITED TO THE IRRIGATION OF 385 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
5.	Approval of Transfer 5026 does not grant any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
6. T08	Failure of the right holder to comply with the conditions of Transfer 5026 is cause for the Director to rescind approval of the transfer.
7. R31	This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Dates:

Other Information:
State or Federal: S
Owner Name Connector:

STATEMENT AUTHORIZING
US ECOLOGY IDAHO, INC.'S
APPLICATION FOR WATER RIGHT TRANSFER

I, Ann T. Wilson, am the President of Wilson and Wilson Co. Wilson and Wilson Co. owns the Owyhee County, Idaho property that is the proposed new place of use for US Ecology Idaho, Inc.'s Application for Water Right Transfer for Water Right No. 2-7065C. I have reviewed US Ecology Idaho, Inc.'s Application for Water Right Transfer concerning the sale of Water Right No. 2-7065C to Flying H Farms Partnership, Wilson and Wilson Co.'s lessee, and on behalf of Wilson and Wilson Co., I consent to the Application's submission and processing by the Idaho Department of Water Resources. The Application shall not in any way be construed as obligating Wilson and Wilson Co. to pay any expense or cost of such Application. If Wilson and Wilson Co. fail to come to terms with the lessee on a lease of the real property involved in the Application then this authorizing statement shall be deemed automatically withdrawn.

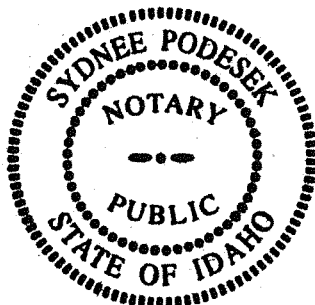
DATED this 8 day of December, 2011.

Ann T. Wilson
Ann T. Wilson

STATE OF IDAHO)
) ss.
County of Elmore)

On this 8th day of December, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Ann T. Wilson, known or identified to me to be the President, of the Idaho corporation that executed this instrument or the person who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Sydnee Podeseck
NOTARY PUBLIC FOR IDAHO
Residing at MTN Home, ID
My Commission Expires 11/25/17

Attachment 2

FARM LEASE

This Farm Lease (the "Lease") is made this ____ day of January, 2012, by and between Wilson & Wilson Co., an Idaho Corporation, and Ann T. Wilson (collectively with Wilson & Wilson Co., the "Landlord"), an individual, and Flying H Farms Partnership (the "Tenant"), an Idaho Partnership.

For and in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Property. The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord the real property located in the County of Owyhee, State of Idaho (the "Property"), legally described as follows:

The Northeast Quarter of Section Eleven, The South Half of Section Twelve and all of Section Thirteen in Township Six South, Range Seven East, Boise Meridian;

The Southwest Quarter of the Northwest Quarter of Section Seventeen and all of Section Eighteen, in Township Six South, Range Eight East, Boise Meridian.

2. Lease Term. The term of the lease is for a period of seven (7) years and shall commence on January 1, 2012 and shall continue until December 31, 2018.

3. Rent [REDACTED]

4. Additional Responsibilities.

a) Landlord. The Landlord shall pay all ad valorem taxes assessed against the Property during the term of the Lease and no other expenses pertaining to the harvest except what is otherwise listed on the lease.

i) [REDACTED]

b) Tenant. The Tenant shall assume the following responsibilities with regards to the Property during the term of the Lease:

- i) [REDACTED]
- ii) [REDACTED]
- iii) Take reasonable efforts to guard against and destroy the growth of noxious weeds on the Property;
- iv) Keep the Property free and clear of liens arising out of the work performed, materials furnished, or obligations incurred by the Tenant;
- v) [REDACTED]
- vi) Furnish the labor, machinery, equipment and implements necessary to till, farm and cultivate the Property in a good and farmer-like manner and according to the usual course of husbandry.

5. Livestock. The Landlord reserves the right to graze its livestock during the term of the Lease on any portion of the Property that is not then planted with crops, including, but not limited to, the following:

-Either side of Brown's Creek Road and adjacent farmlands for trailing, feeding, and resting of cows, calves, and bulls for a 2 week period;

-Summer pasture for up to 125 head of replacement heifers along with up to 5 head of mature bulls from April 1st through August 31st; and

Also, Landlord retains the right to use 42.5, 10 and 18 of Attachment 2 as calving grounds from January 1st through April 15th, graze the bulls from August 1st through April 11th, and graze up to 40 head of broken mouth cows and calves from March 15th to June 1st on the property where crops are not planted.

[REDACTED]

In addition, for the purpose of egress or ingress to the Property by the Landlord's livestock during the term of the Lease, the Tenant hereby grants to the Landlord the right to trail the Landlord's livestock over the Tenant's real property described in Exhibit A attached hereto

(the "Tenant's Property"); provided, however, that said livestock shall not be trailed over land which is then planted with any crops.

6. Fencing.

[REDACTED]

7. Personal Property.

[REDACTED]

8. Yearly Meeting. Each year on February 1st, or another date mutually agreed upon by the Landlord and the Tenant, a meeting will be held to discuss the crop plan, livestock, or any other issues related to the Lease that the Landlord or Tenant would like to discuss.

9. Erosion and Seepage Control. After the Tenant harvests its potatoes on the Property, the Tenant agrees to take reasonable efforts to limit wind erosion in those harvested fields that are not going to be used for growing potatoes the following year.

Tenant agrees to make reasonable efforts to limit the seepage of irrigation water, that can be directly traced to Tenant's irrigation practices, onto Landlord's adjacent farmland in accordance with acceptable farming practices.

10. Tenant's Right of First Refusal. The Landlord hereby grants unto the Tenant an exclusive and irrevocable right of first refusal to purchase the Property together with all improvements and appurtenances located thereon (the "Tenant's Right of First Refusal"). The Landlord agrees to notify the Tenant in the event the Landlord receives a bona fide offer to purchase the Property from a third party on terms that are acceptable to the Landlord (the "Third

Party Offer"). The Tenant shall have twenty (20) days from the receipt of such notice from the Landlord to notify the Landlord of its intent to purchase the Property on the same price, terms and conditions as contained in the Third Party Offer. In the event that the price, terms or conditions of the purchase subject to the Third Party Offer are altered or changed, this Tenant's Right of First Refusal shall remain in full force and effect, and the Landlord shall notify the Tenant of any such alteration or change, which shall be treated as a subsequent Third Party Offer subject to this Tenant's Right of First Refusal and the time periods set forth herein. In the event that the Third Party Offer is not accepted by the Landlord or the purchase subject to the Third Party Offer does not close within the time period specified therein, this Tenant's Right of First Refusal shall remain in full force and effect. The Tenant's Right of First Refusal shall remain in effect through the duration of the Lease.

11. Landlord's Right of First Refusal. The Tenant hereby grants onto the Landlord an exclusive and irrevocable right of first refusal to purchase the Tenant's Property together with all improvements and appurtenances located thereon (the "Landlord's Right of First Refusal"). This includes the water rights that tenant plans to use on said property which water rights draw water from the Snake River. The Tenant agrees to notify the Landlord in the event the Tenant receives a bona fide offer to purchase the Tenant's Property from a third party on terms that are acceptable to the Tenant (the "Third Party Offer"). The Landlord shall have twenty (20) days from the receipt of such notice from the Tenant to notify the Tenant of its intent to purchase the Tenant's Property on the same price, terms and conditions as contained in the Third Party Offer. In the event that the price, terms or conditions of the purchase subject to the Third Party Offer are altered or changed, this Landlord's Right of First Refusal shall remain in full force and effect, and the Tenant shall notify the Landlord of any such alteration or change, which shall be treated as a subsequent Third Party Offer subject to this Landlord's Right of First Refusal and the time periods set forth herein. In the event that the Third Party Offer is not accepted by the Tenant or the purchase subject to the Third Party Offer does not close within the time period specified therein, this Landlord's Right of First Refusal shall remain in full force and effect. The Landlord's Right of First Refusal shall remain in effect through the duration of the Lease.

12. No Assignment or Sublease. The Tenant may not assign or sublease the Property without the prior written consent of the Landlord which may be withheld at Landlord's unfettered discretion.

13. Waiver. Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

14. Quiet Enjoyment. So long as the Tenant is not in default, the Landlord warrants and covenants that, during the term of this Lease and subject to the provisions hereof, the Tenant shall have the exclusive right and possession and the quiet enjoyment of the Property and shall have, hold and enjoy the Property without interference by the Landlord subject to the terms of this agreement.

15. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the lease of the Property and may not be modified except in writing signed by all parties.

16. Governing Law. This Lease shall be governed by, and construed in accordance with the laws of the State of Idaho (other than its conflict of laws rules).

17. Attorney's Fees. In the event either party shall institute a lawsuit to enforce any rights pursuant to this agreement, the successful party shall be entitled to, in addition to those costs and disbursements provided by statute, a reasonable sum as attorney fees and costs of litigation, including reasonable attorney fees and costs incurred in any appeal thereof.

18. Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and/or assigns; *provided, however,* that assignment shall be subject to the provisions of Section 12 hereof.

19. Time. Time is of the essence in this Lease.

20. Recording. At the request of either party, a short form lease may be executed for recording.

21. Authorization. The Landlord hereby represents and warrants that it owns the Property and has all necessary power and authority to enter into and perform this Lease and to consummate the transactions contemplated hereby.

22. Default by Tenant. The Tenant shall be in default under this Lease if (i) it fails to pay Rent or additional amounts when due, or (ii) fails to perform any of the other covenants or agreements contained in this Lease.

Upon the occurrence of an event of default by the Tenant, the Landlord, in its sole discretion, may exercise any rights or remedies provided by law or equity; *provided, however,* that as a precondition to pursuing any remedy for alleged default by the Tenant, the Landlord shall first give written notice to the Tenant specifying the claimed default. The Tenant shall have thirty (30) days from the receipt of such notice to effect a cure of the claimed default (other than a payment default, which shall have solely a fourteen (14) day cure period); *provided, however,* that if the nature of the Tenant's obligations (other than a payment default) are such that more than thirty (30) days are required for performance, then the Tenant shall not be in default if it commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

23. Default by Landlord. The Landlord shall be in default under this Lease if it fails to perform any of the other covenants or agreements contained in this Lease.

Upon the occurrence of an event of default by the Landlord, the Tenant, in its sole discretion, may exercise any rights or remedies provided by law or equity; *provided, however,* that the Landlord shall not be considered to be in default under this Lease unless (i) the Tenant has given to the Landlord written notice specifying the claimed default and (ii) the Landlord has failed for thirty (30) days to cure such claimed default, or if the nature of the Landlord's obligations are such that more than thirty (30) days are required for performance, then the Landlord shall not be in default if the Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

24. Notices. All notices shall be in writing and deemed to have been duly served within 48 hours after mailing (if sent certified mail) or immediately (if personal service):

If to the Landlord: Wilson & Wilson Co.
Attn.: Ann L. Wilson
P.O. Box 33
Hammett, ID 83627

If to the Tenant: Flying H Farms Partnership
Attn.: Jeff Harper
518 Old Highway 30
Mountain Home, ID 83647

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first set forth above.

LANDLORD

WILSON & WILSON CO.

Ann L. Wilson, President
Ann L. Wilson, President

Ann L. Wilson
ANN L. WILSON

TENANT

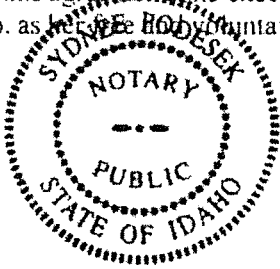
FLYING H FARMS PARTNERSHIP

Jeff Harper, Partner
Jeff Harper, Partner

STATE OF IDAHO)
 : ss.
County of Elmore)

On this 11 day of January, in the year 2012, before me, a notary public for the State of Idaho, personally appeared Ann L. Wilson individually, and also known or identified to me to be the President of Wilson & Wilson Co. and whose name is subscribed to the within and foregoing instrument, and acknowledged to me on this day under oath, that, being informed of the contents

of this agreement, she executed the same on behalf of herself individually and Wilson & Wilson Co. as her free and voluntary act and deed.

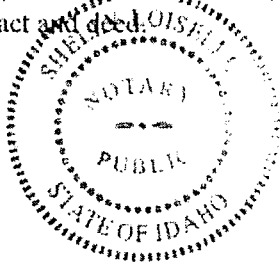


Sydney Bodesek
Notary Public for the State of Idaho

Residing at: Mountain View, ID
My Commission Expires: 11/25, 2017

STATE OF IDAHO)
 : ss.
County of Elmore)

On this 11 day of January, in the year 2012, before me, a notary public for the State of Idaho, personally appeared Jeff Harper, known or identified to me to be a partner of Flying H Farms Partnership and whose name is subscribed to the within and foregoing instrument, and acknowledged to me on this day under oath, that, being informed of the contents of this agreement, he executed the same on behalf of Flying H Farms Partnership as his free and voluntary act and deed.



Shelly Leiselle
Notary Public for the State of Idaho

Residing at: Idaho
My Commission Expires: Aug 26, 2016

EXHIBIT A

The Northeast Quarter of Section 24, Township 6 South, Range 7 East, Boise Meridian in Owyhee County, Idaho

Lots 1 and 2, the North One-Half of the Northeast Quarter and the East One-Half of the Northwest Quarter of Section 19, Township 6 South Range 8 East, Boise Meridian, Owyhee County, Idaho

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement ("Agreement") is entered into as of the effective date indicated below, by and between US ECOLOGY IDAHO, INC., formerly known as ENVIROSAFE SERVICES OF IDAHO, INC., a Delaware corporation, ("Seller") with its principal offices at 300 East Mallard Drive, Suite 300, Boise, Idaho 83706, and FLYING H FARMS PARTNERSHIP, an Idaho partnership, ("Buyer") with a mailing address of 518 Old Highway 30, Mountain Home, Idaho 83647, upon the following terms and conditions.

1. Agreement to Sell. Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Idaho Water Right No. 2-7065C ("Water Right").

2. Purchase Price and Payment. At Closing through the escrow set forth in Paragraph 6 herein, Buyer shall pay to Seller as the purchase price for the sale of the Water Right

[REDACTED] of this Agreement, Buyer agrees to deliver to the Escrow Agent designated in Paragraph 6 a deposit in the amount of [REDACTED] in the form of a certified check made to the order of the Escrow Agent ("Deposit") with Buyer to deposit the balance of the Purchase Price into escrow in immediately available funds prior to Closing. The Deposit, together with any interest thereon, shall be held in escrow by the Escrow Agent and distributed at Closing in accordance with the escrow instructions of Paragraph 6 herein.

3. Conveyance of Title. Within seven (7) days after the effective date of this Agreement, Seller shall deliver to Escrow Agent an executed special warranty deed, in the form of Exhibit A hereto, conveying the Water Right to Buyer to be held pursuant to the escrow instructions of Paragraph 6 herein.

4. Transfer of Water Right. Within seventy-five (75) days after the effective date of this Agreement, Buyer shall prepare and submit to Seller a transfer application in Seller's name for filing with the Idaho Department of Water Resources (the "Department") to transfer the Water Right to new lands identified by Buyer. This application shall be referred to as the "Transfer Application." [REDACTED]

[REDACTED] If this Agreement is terminated prior to Closing, Seller shall not provide this reimbursement. The Transfer Application shall be deemed "successful" when it has received final approval from the Department after the running of all applicable periods of appeal without conditions, limitations, restrictions, or changes which, in the sole discretion of Buyer, materially impair, encumber or reduce the value of the Water Right, or the uses described in the Transfer Application. The Transfer Application shall be deemed "unsuccessful" if it is denied with respect to any portion of the Water Right or if it receives final approval after the running of all applicable periods of appeal with changes, restrictions, limitations, or conditions which, in the

sole discretion of Buyer, materially impair, encumber or reduce the value the Water Right or the uses described in the Transfer Application. If the Transfer Application is unsuccessful, Buyer may terminate this Agreement pursuant to Paragraph 6(c) herein by written notice to Seller.

5. Water Right Lease. Seller shall continuously maintain the Water Right in the Water Supply Bank operated by the Idaho Water Resource Board during the period that this Agreement remains in effect, from the date of this Agreement up to and until this Agreement is terminated or until the sale of the Water Right closes pursuant to the terms of this Agreement, whichever first occurs. Any Rental Payments due and paid during the pendency of this Agreement shall belong to Seller in addition to the Purchase Price; however, any Rental Payments received by Seller for the calendar year of Closing shall be pro-rated at Closing based on the percentage of the Water Right's rental season (April 1 to October 31) unused during the calendar year when Closing occurs.

6. Escrow Agent and Instructions. The parties hereby appoint Guaranty Title, Inc., Mountain Home, Idaho, as the escrow agent ("Escrow Agent") to hold and release the Purchase Price and deed pursuant to the following instructions and any additional written instructions signed by both parties hereto and provided to the Escrow Agent. The parties shall share equally the Escrow Agent's fee and its reasonable out-of-pocket expenses in the performance of its duties hereunder.

a. At Closing, the Purchase Price, together with any interest accrued thereon, shall be released to Seller and the deed shall be released to Buyer upon release of the Purchase Price and any accrued interest to Seller. Buyer and Seller shall each execute (with acknowledgement, if needed) and deposit into escrow with Escrow Agent all instruments and documents necessary to complete the purchase and sale in accordance with this Agreement, or reasonably requested by the Escrow Agent.

b. This sale shall be closed on the January 5 immediately following when the Transfer Application is deemed "successful" as discussed above in Section 4 or on any other date after the Transfer Application is deemed "successful" that is mutually agreed upon in writing by the parties (herein referred to as the "Closing" or "Closing Date").

c. Upon termination of the escrow, the Escrow Agent shall release immediately the Deposit, together with any accrued interest earned thereon, to Buyer pursuant to written instructions to Escrow Agent, and shall return the deed to the Seller. Upon release of the Deposit and accrued interest and return of the deed, this Agreement shall terminate. The parties may, by mutual written agreement and written notification to the Escrow Agent, extend the term of the escrow.

7. Due Diligence. Buyer shall have sixty (60) days after the effective date of this Agreement to investigate the legal and title status of the Water Right. During this period of time, Seller, at Buyer's request, shall provide any non-privileged information in its knowledge, possession, or control concerning or relating in any way to the Water Right, and Seller shall use its good faith efforts to cooperate in such investigations and undertake any reasonable steps requested so that Buyer may obtain all available information relating to the Water Right. Buyer

may terminate this Agreement pursuant to Paragraph 6(c) herein by written notice to Seller within 60 days after the effective date of this Agreement if Buyer finds, in Buyer's sole discretion, that the legal or title status of the Water Right is unacceptable in any regard.

8. Cooperation. The Parties shall cooperate fully and in good faith with each other, with the Idaho Department of Water Resources and with any third parties in order to facilitate consummation of the Water Right transaction under the terms of this Agreement. The Parties shall take whatever steps are reasonable and appropriate to support and assist therein. At Buyer's request, Seller shall execute any documents and provide any information necessary before and after Closing of the Water Right purchase, including without limitation, those for submitting and prosecuting the Transfer Application and notifying IDWR of the change in ownership of the Water Right.

9. Seller's Representations, Warranties, and Covenants. Seller hereby represents and warrants to and covenants with Buyer that:

a. Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Buyer, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

b. Seller has no actual knowledge of any condition, including forfeiture or abandonment, relative to the Water Right, that would adversely affect its sale, rental and transfer as contemplated in this Agreement. However, Seller represents that the Water Right has been in the Idaho Water Supply Bank for many years and makes no representation or warranty on how this may affect the transferability of the Water Right.

c. Seller has not received from any governmental authority written notice of any violation of law, rule, regulation, permit, certificate, or approval or license with respect to the Water Right, which has not heretofore been cured.

d. There is no existing, pending or, to Seller's actual knowledge, threatened litigation, condemnation or sale in lieu thereof with respect to the Water Right.

e. To Seller's actual knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, or threatened against Seller.

f. Prior to Closing, Seller shall disclose any condition relative to the Water Right that it discovers subsequent to the date hereof that would materially and adversely affect the sale, rental and transfer of the Water Right as contemplated herein.

g. Seller has not granted any person, firm or corporation or other entity any interest in and to the Water Right or any right or option to acquire the Water Right, or any part thereof.

h. All of Seller's representations and warranties shall be true and correct as of Closing and shall survive the Closing.

10. Buyer's Representations, Warranties and Covenants. Buyer hereby represents, warrants, and covenants to and with Seller that Buyer has the legal power, right and authority to execute and deliver this Agreement and to consummate the purchase and sale transaction provided for herein, and to the extent any approvals are necessary that Buyer already has obtained such approvals, and that this Agreement, when executed and delivered by Seller and Buyer, will constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms. All of Buyer's representations and warranties shall be true and correct as of Closing.

11. Commissions. The parties shall indemnify and hold each other harmless against any and all liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising from any claims for commissions or brokerage fees on this transaction.

12. Notices. All notices, demands or requests provided for in this Agreement shall be deemed to have been properly given or served upon a party or its permitted assignee three (3) days after depositing the same in the United State mail, postage prepaid and registered or certified with return receipt requested, at the addresses set forth above. By giving to the other party at least thirty (30) days written notice thereof, the parties hereto and their respective successors and assigns shall have the right at any time during the term of this Agreement to change their respective addresses, and shall have the right to specify any other address within the United States of America.

13. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

14. Breach. In the event of a breach of any of the covenants, conditions and agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, whether by suit or otherwise. All of Buyer's remedies specifically set forth herein are cumulative and shall be deemed to be in addition to any remedies otherwise available at law or in equity, including the right to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Agreement and the right to obtain a decree of specific performance of any of such terms, covenants or conditions, it being agreed that the remedy at law for Seller's breach of any of such terms, covenants or conditions may not be adequate. Neither party will be liable for, and each party waives and releases any claims against the other party for any speculative prospective consequential damages, including speculative lost revenues, speculative lost profits or loss of prospective economic advantage resulting from the performance or failure to perform under this Agreement, whether or not the party was advised of the possibility of such damages. The foregoing limitation on the recovery of certain damages shall not, however, limit or abridge any other rights or remedies of the parties provided in this Agreement or the payment of attorneys' fees as here in provided. Notwithstanding the foregoing limitation on the recovery of certain damages which applies to matters related to the Closing or

to obligations prior to Closing, as to those matters that survive Closing or inherently or by their context apply after Closing, the parties shall have all rights and remedies at law or in equity provided that Buyer shall not have any right of rescission after the Closing. BUYER RECOGNIZES THAT SELLER'S PROPERTY WILL BE REMOVED FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT. BOTH PARTIES AGREE THAT IF BUYER MATERIALLY BREACHES ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUCH BREACH RESULTS IN BUYER'S FAILURE TO CLOSE ESCROW, AFTER EXPIRATION OF THE DUE DILIGENCE PERIOD, SELLER SHOULD BE ENTITLED TO COMPENSATION FOR THE DETRIMENT DESCRIBED ABOVE, BUT THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE. IN PLACING THEIR INITIALS AT THE PLACE PROVIDED BELOW THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RETAIN, AS ITS SOLE REMEDY AT LAW OR IN EQUITY, BUYER'S DEPOSIT IN THE AMOUNT OF \$30,000.00 AS LIQUIDATED DAMAGES FOR SUCH DETRIMENT.

SELLER'S Initials

BUYER'S Initials

gch

15. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties, and their respective administrators, executors, partners, officers, directors, members, legal representatives, heirs, devisees, successors and assigns.

16. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any remaining portions thereof or any other provision.

18. Non-Waiver. No delay or failure of a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute waiver of that or any other right, unless otherwise expressly provided herein. No express or implied consent to or waiver of any breach or default by a party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare such failure continuous shall not constitute a waiver of such party's rights hereunder.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

20. Amendment. This Agreement may not be amended, except by the unanimous written consent of the parties hereto.

to obligations prior to Closing, as to those matters that survive Closing or inherently or by their context apply after Closing, the parties shall have all rights and remedies at law or in equity provided that Buyer shall not have any right of rescission after the Closing. BUYER RECOGNIZES THAT SELLER'S PROPERTY WILL BE REMOVED FROM THE MARKET DURING THE EXISTENCE OF THIS AGREEMENT. BOTH PARTIES AGREE THAT IF BUYER MATERIALLY BREACHES ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUCH BREACH RESULTS IN BUYER'S FAILURE TO CLOSE ESCROW, AFTER EXPIRATION OF THE DUE DILIGENCE PERIOD, SELLER SHOULD BE ENTITLED TO COMPENSATION FOR THE DETRIMENT DESCRIBED ABOVE, BUT THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE. IN PLACING THEIR INITIALS AT THE PLACE PROVIDED BELOW THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RETAIN, AS ITS SOLE REMEDY AT LAW OR IN EQUITY, BUYER'S DEPOSIT IN THE AMOUNT OF \$30,000.00 AS LIQUIDATED DAMAGES FOR SUCH DETRIMENT.

SELLER'S Initials

BUYER'S Initials

SB

15. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties, and their respective administrators, executors, partners, officers, directors, members, legal representatives, heirs, devisees, successors and assigns.

16. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any remaining portions thereof or any other provision.

18. Non-Waiver. No delay or failure of a party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute waiver of that or any other right, unless otherwise expressly provided herein. No express or implied consent to or waiver of any breach or default by a party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare such failure continuous shall not constitute a waiver of such party's rights hereunder.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho.

20. Amendment. This Agreement may not be amended, except by the unanimous written consent of the parties hereto.

21. Entire Agreement. The parties agree that this document states the entire agreement and declare that no promises, representations or agreements, other than those herein contained, have been made or relied upon. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them which modify or affect this Agreement.

22. Assignments. Buyer may not assign this Agreement in whole or in part, without prior written consent of Seller, which consent shall not be unreasonably withheld.

23. Opportunity to Confer with Counsel. The parties represent that they have had the opportunity to confer with their respective attorneys concerning their rights with respect to the terms and execution of this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. Effective date. This Agreement shall be effective only upon execution by both Parties. The effective date shall be the date of the last execution.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the date(s) set forth below.

SELLER:

US ECOLOGY IDAHO, INC., formerly known as
ENVIROSAFE SERVICES OF IDAHO, INC., a
Delaware Corporation

Date: 10/10/11

By: [Signature]

Its: Vice President

BUYER

FLYING H FARMS PARTNERSHIP,
an Idaho Partnership

Date: _____

Jeff C. Harper, Partner

21. Entire Agreement. The parties agree that this document states the entire agreement and declare that no promises, representations or agreements, other than those herein contained, have been made or relied upon. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them which modify or affect this Agreement.

22. Assignments. Buyer may not assign this Agreement in whole or in part, without prior written consent of Seller, which consent shall not be unreasonably withheld.

23. Opportunity to Confer with Counsel. The parties represent that they have had the opportunity to confer with their respective attorneys concerning their rights with respect to the terms and execution of this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. Effective date. This Agreement shall be effective only upon execution by both Parties. The effective date shall be the date of the last execution.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the date(s) set forth below.

SELLER:

US ECOLOGY IDAHO, INC., formerly known as
ENVIROSAFE SERVICES OF IDAHO, INC., a
Delaware Corporation

Date: _____

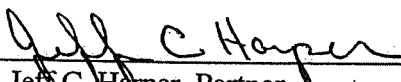
By: _____

Its: _____

BUYER

FLYING H FARMS PARTNERSHIP,
an Idaho Partnership

Date: 10-10-11


Jeff C. Harper, Partner

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared _____, known or identified to me to be the _____ of US Ecology Idaho, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

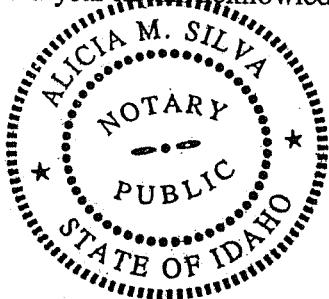
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Elmore)

On this 10th day of October, 2011, before me, the undersigned Notary Public, personally appeared Jeff C. Harper, known or identified to me, to be one of the partners in the partnership of Flying H Farms Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in same partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

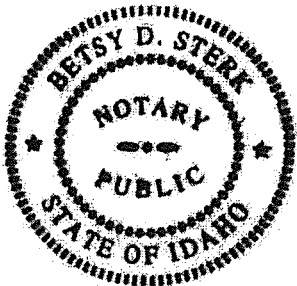


Alicia M Silva
Notary Public for the State of Idaho
Residing at Mtn Home
My Commission Expires: 1-23-2014

STATE OF IDAHO)
) ss:
County of Ada)

On this 10th day of October, 2011, before me, the undersigned Notary Public, personally appeared Simon Bell, known or identified to me to be the Vice President of US Ecology Idaho, Inc., the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.



Betsy Sterk
Notary Public for the State of Idaho
Residing at 1381 E Stonny Dr. Meridian, ID 83646
My Commission Expires: August 18, 2015

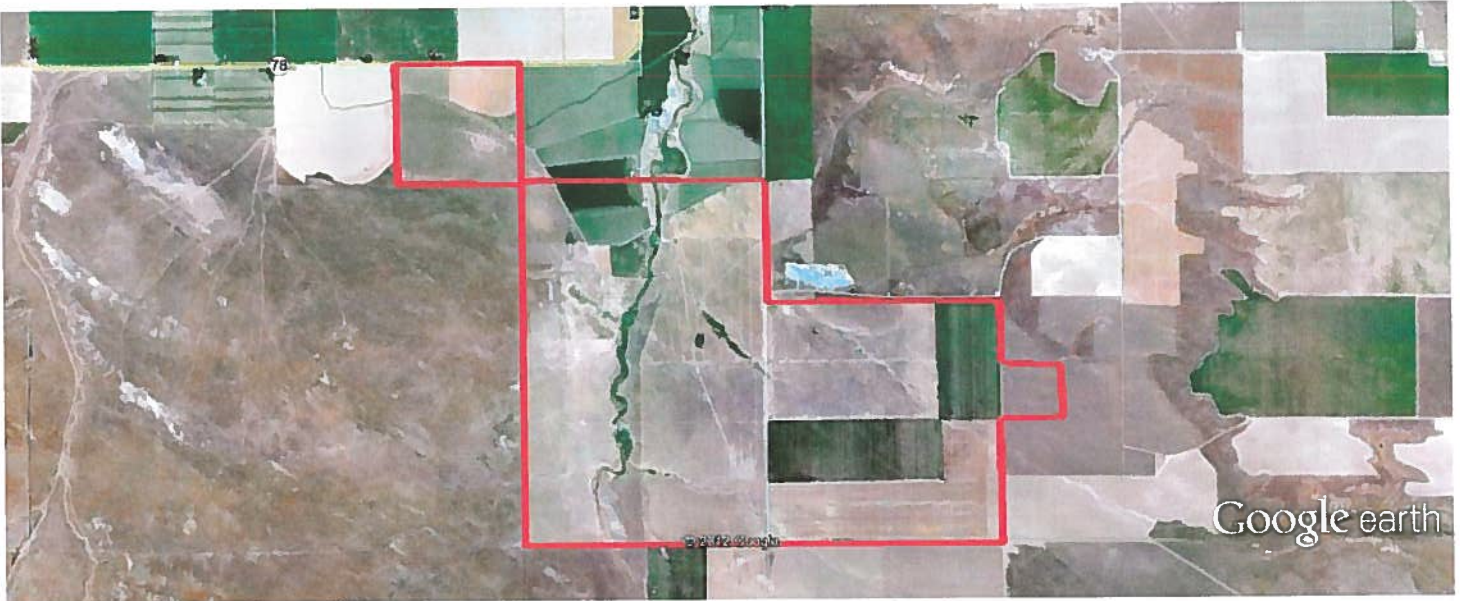
STATE OF IDAHO)
) ss:
County of _____)

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Jeff C. Harper, known or identified to me, to be one of the partners in the partnership of Flying H Farms Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in same partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

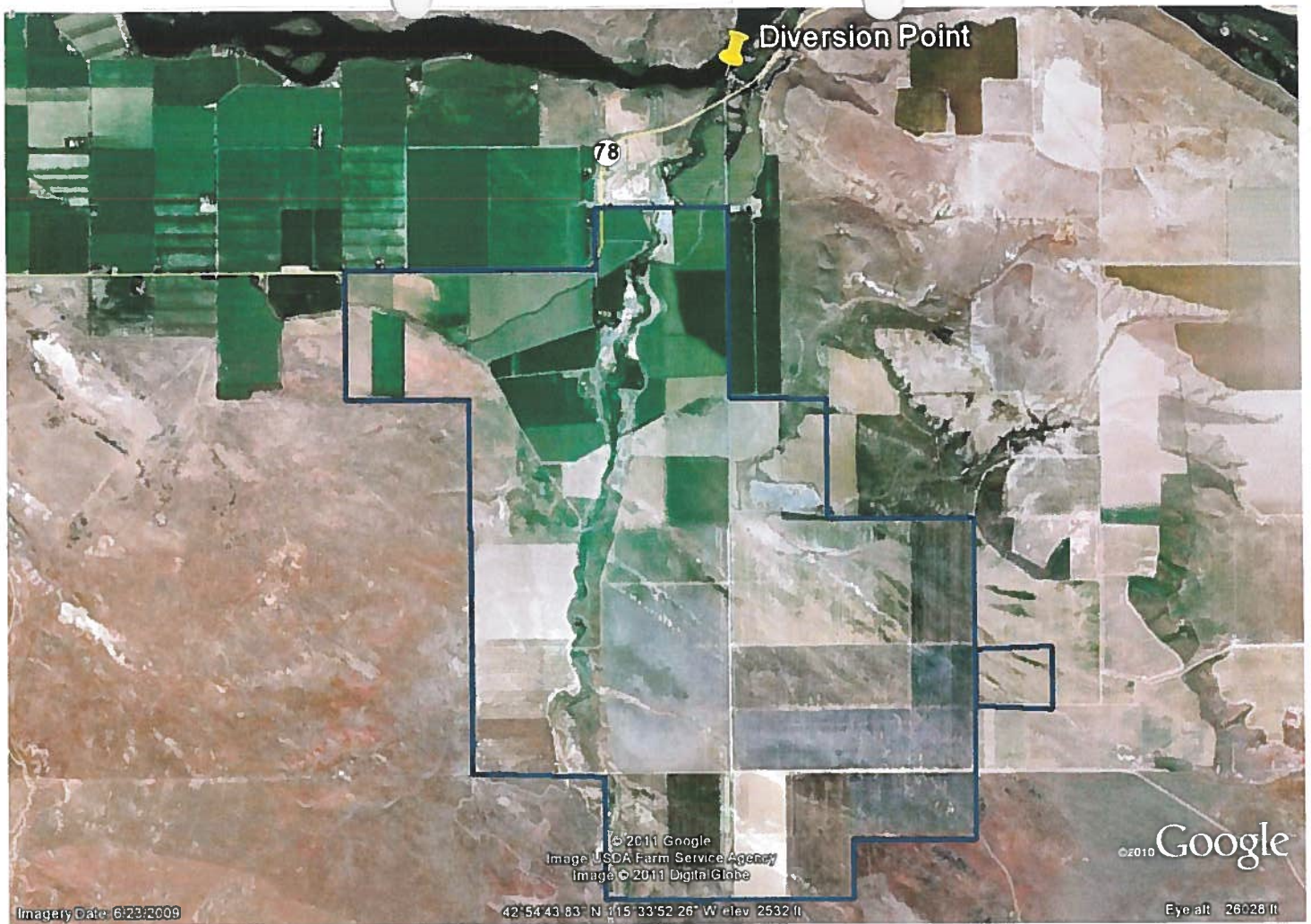
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____





Flying H Farms Partnership & Ann T. Wilson Lease Property
Boise Meridian: Section 11 6S 7E, NE 1/4; Section 12 6S 7E, S
1/2; Section 13 6S 7E; Section 17 6S 8E, SW 1/4 of the NW 1/4;
Section 18 6S 8E

POINT OF DIVERSION



Lester, Steve

From: Lester, Steve
Sent: Thursday, March 15, 2012 1:13 PM
To: 'jennifer@owyheeavalanche.com'
Subject: Legal Ads
Attachments: Owyhee County letter.docx; Combined ads Owyhee County.docx

Jennifer:

Please publish the attached ads for 3/21 & 3/28/2012. Let me know if you need anything else. Thank you.

Steve Lester
Water Rights Supervisor
IDWR Western Region
208-334-2190

Legal notice

March 15, 2012

LEGAL NOTICE DEPARTMENT
OWYHEE AVALANCHE
PO BOX 97
HOMEDALE, ID 83628

RE: Transfer No. 77667 (Water Right No. 2-7065C) and
Application for Permit No. 51-13098

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 4/9/2012. Your cooperation is appreciated.

Sincerely,

Steve Lester
Water Rights Supervisor

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

51-13098

KRISTY PIGEON, JOHN PRUDDEN & MATHER CAPITAL CORP
109 GREENHORN RD
HAILEY, ID 83333

Point of Diversion: SWSW S26 T07S R06E OWYHEE County Source BRUNEAU RIVER Tributary SNAKE RIVER

Use: DIVERSION TO STORAGE & WILDLIFE 03/01 to 06/15 for 2.6 CFS each use; WILDLIFE STORAGE 01/01 to 12/31 77 AF

Total Diversion: 2.6 CFS

Date Filed: 11/3/2011

Place Of Use: WILDLIFE & WILDLIFE STORAGE

T07S R06E S4 SWSW & S5 SE ¼ (all)

No increase in diversion from the Bruneau River proposed. Will use existing Bruneau Buckaroo Co-op Ditch Co. irrigation shares for new use through June 15, after which the use of the shares will revert to irrigation.

PROPOSED CHANGE OF WATER RIGHT

U.S. Ecology Idaho, Inc. of 300 East Mallard Dr., Suite 300, Boise, ID, 83706 filed Application No. 77667 to transfer one water right with a 1970 priority date from the Snake River totaling 8.62 cfs. The purpose of the transfer is to change the point of diversion and place of use of a right that has been enrolled in the Water Supply Bank. Water will be used at a place of use located approximately 7 miles southeast of Hammett on the south side of the Snake River, east of Bruneau Dunes State Park and north of Saylor Creek Air Force Range.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Western Region office at (208) 334-2190; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705 together with a protest fee of \$25.00 for each application on or before 4/9/2012. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Interim Director

Published on 3/21/2012 and 3/28/2012

MEMORANDUM

TO: Transfer No. 77667
FROM: Kay Walker 
DATE: March 12, 2012
RE: Evaluation of Application

The transfer proposes to purchase a water right that has been enrolled in the Water Supply Bank for years. After the purchase of this right they will put additional land in production that does not have any water rights. The transfer will involve a change in point of diversion and place of use.

The site is located approximately 7 miles southeast of Hammett on the south side of the Snake River, east of Bruneau Dunes State Park, and north of Saylor Creek Air Force Range.

Contact person for the applicant is Dana Hofstetter of 608 W. Franklin St., Boise, ID, 83702, and phone (208)424-7800. Dana can submit information and receive copies of all correspondence but the applicant reserves the right to sign any documents that may be necessary.

Deviations from Transfer Policy Standards

Transfer application appears to be completed in good form.

Summary of Information Submitted

Authority to File:

Transfer applicant is the holder of the water right. The right will be purchased after final action on the transfer and new owners should provide an ownership change at that time. The lands to be irrigated are under a lease agreement to the new owners, a copy of that lease agreement is attached to the transfer application.

Water Right Validity:

Right presumed to be valid because the partial decree was issued within the past five year period, on September 1, 2010.

Injury to Other Water Rights:

Injury should not occur if conditions limiting use of the water are applied. This right has been in the water supply bank since 1992. Use of this right, under this priority date, at this location should not be a problem.

Enlargement of Use:

There should be no enlargement of this right if conditioned appropriately.

Local Public Interest:

It is within the local public interest to allow use of water on lands that could become productive if watered.

Beneficial Use/Conservation of Water Resources:

The application proposes beneficial use consistent with conservation of water resources in Idaho.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

Discussion

Data entry affected the correct record which is the partial decree issued in 2010.

There are no overlapping rights at the proposed POD from what I can tell. There are other water rights from the Snake River that are also appurtenant to the proposed POU. Rt. 02-7369 is used to irrigate 385 acres within an 1885 acre permissible place of use (ppu). That right does have some overlap with the proposed POU under this transfer. I had requested all of the overlap between the 2 rights be removed from this transfer application but the applicant did not want to limit themselves to where the water was to be used. If we proceed with this application any final action should be conditioned to limit the 2 rights to their specific acreage and a total combined limit so no expansion can occur. There is also an overlap with Indian Cove Irrigation District water on a portion of this proposed POU. All of these rights are from the Snake River with different priority dates.

The overlapping right at the existing POD is Rt. 02-7065D. That right has two points of diversion that can be utilized. It does not appear that removal of 02-7065C will effect that right since 02-7065C has been in the water bank for so long. There are no overlapping rights at the existing POU under this right.

This right has been enrolled in the Water Bank for many years. If this transfer is processed, the applicant and the purchaser of the right need to be advised that the right has to be removed from the bank prior to any water being diverted.

Summary

Assuming protests are not filed and/or other information does not contradict the above analysis, the application can be approved as reflected by the draft approval.

Walker, Kay

From: Walker, Kay
Sent: Thursday, January 12, 2012 3:25 PM
To: 'Dana Hofstetter'
Subject: RE: Transfer No. 77667 - 4068.2

Dana:

As I stated in my prior e-mail, Rt. 02-7369 does not have the condition requiring notification of the specific location of the 385 acres that will be irrigated so we can't require they submit that information at this time. We will put that condition on 02-7065C, if the transfer is approved, so the right holders will need to notify us prior to irrigating where that water will be used. We can process Transfer 77667 without the specific location of the 431 acres. The specific location would have to be provided prior to irrigation occurring under this right in 2012.

There are no options for maintaining different ownerships for the water rights on a permissible place of use that I am aware of. It would be best if there were no place of use overlap between the rights.

I hope this answers your questions.
Kay

-----Original Message-----

From: Dana Hofstetter [mailto:Dana@IdahoWaterLaw.com]
Sent: Thursday, January 12, 2012 9:38 AM
To: Walker, Kay
Subject: Re: Transfer No. 77667 - 4068.2

Kay:

Thank you for your response. I have discussed this with Flying H Farms. They are preparing a revised application. We intend to only revise the pages of the Application that will need changes and will get US Ecology's initials on those before providing them to you. Before we can complete the revisions, we have a few more questions.

It is very difficult for the Harpers and Flying H Farms to identify the specific 385 acres where they will use 2-7369 in the future. They would like to have flexibility in using both 2-7369 and 2-7065C within the PPU each year. Are there options for maintaining the different ownership for the water rights while having them share a PPU? Also, can you process the Transfer Application without identification of the specific acreage to be irrigated in 2012 until after the pivots are installed within the next couple of months? Would there be a deadline by which you would need this information.

Thank you,
Dana

On 1/11/2012 2:09 PM, Walker, Kay wrote:

- > Dana:
- > In response to your e-mail below, I offer the following:
- > In order to remove, add or change any of the place of use on the
- > transfer application form, we will need to have an amended application
- > form. We will not go any further in our review until we receive an
- > amended form.
- > Since the Harper's are a separate entity from Flying H Farms it would

> be best to remove the lands that are under 02-7369 from the
> permissible place of use listed on the transfer application.
> In regard to the specific area to be irrigated under 02-7065C, the
> condition will require submittal of a land list and a representative
> electronic shape file or by submittal of a land list and a map
> sufficiently detailed to allow the creation of an electronic shape file.
> The information in the e-mail is not sufficient to allow creation of
> the shape file so we would really need to have a map showing where the
> 431 acres will be located. This condition was not included on Rt.
> 02-7369 when it was decreed.
> We will still need to have documentation that provides authorization
> from the land owners to proceed with this application.
> Hope this information helps.
> Kay
>
> -----Original Message-----
> From: Dana Hofstetter [mailto:Dana@IdahoWaterLaw.com]
> Sent: Wednesday, January 11, 2012 9:12 AM
> To: Walker, Kay
> Cc: Wayne Ipsen
> Subject: Transfer No. 77667 - 4068.2
>
> Kay:
>
> I am responding to your letter of January 5, 2012, on behalf of Flying
> H Farms Partnership, the prospective purchaser of Water Right No. 2-7065C.
>
> With regard to your question about the NW1/4 of Section 11, Township 6
> South, Range 7 East, it appears that the Application should have
> identified instead the NE1/4 of Section 11, Township 6 South, Range 7
> East. I attach the Assessor's Office printout confirming the Wilsons'
> ownership of the NE1/4. Please let me know if anything needs to be
> done to correct this on the Transfer Application.
>
> With regard to your question about the E1/2SW1/4 and the SE1/4 of
> Section 7, Township 6 South, Range 8 East, this property should be
> deleted from the Application. Please let me know if anything needs to
> be done to make this change to the Transfer Application.
>
> Water Right No. 2-7369 is owned by Jeff and Jackie Harper and Water
> Right No. 2-7065C, after closing of the sale, would be owned by Flying
> H Farms Partnership. Although Mr. and Mrs. Harper have interests in
> Flying H Farms Partnership this different ownership of the two water
> rights will need to be maintained. Can this different ownership be
> maintained if they are both on the same Transfer Application? Also,
> since now US Ecology remains the owner of 2-7065C, how would 2-7369,
> owned by the Harpers, be added to the Transfer Application?
>
> With regard to your question about the acreage to be irrigated under
> 2-7065C for the 2012 season, Flying H Farms anticipates irrigating 431
> acres in Section 18, Township 6 South, Range 8 East under this water
> right in 2012. They may not be able to identify more specifically the
> 431 acres to be irrigated under this water right in 2012 until
> construction of the pivots is completed within the next couple of
> months. With regard to Water Right No. 2-7369, they anticipate
> irrigating acreage in the NW1/4 and N1/2NE1/4 of Section 19, Township
> 6 South, Range 8E, and Section 18, Township 6 South, Range 18E and the

> NE1/4 of Section 24, Township 6 South, Range 7 South. Please let me
> know if you would need more specific information about irrigated
> acreage for 2012.
>
> Thank you,
> Dana
>

01/18/2012 15:26 2884951483

OWYHEE COUNTY

PAGE 01/01

1/10/12

PMO100 - PARCEL MASTER INQUIRY

15:43:50

PARCEL: RP 06S07E110001 A

F9=MS

WILSON & WILSON CO

LEGAL DESCRIPTION
*TREND _ NE4 11 6S 7E

BOX 33

HAMMETT ID 83627

ProVal Area Number 1
CODE AREA 32-0000 OWNER CD
PARC TYPE LOC CODE 4000
EFFDATE 1012005 EXPDATE
PREV PARCEL RP06S07E110001T

X for parcel comments

CAT/ST#	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
1 1	2011	57000	AC	35967				
5 1	2011	103000	AC	1236				

TOTALS 160000 37203

ENTER NEXT PARCEL NUMBER RP _____ A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SRch F22=EU

Walker, Kay

From: Walker, Kay
Sent: Tuesday, January 10, 2012 7:47 AM
To: 'Dana Hofstetter'
Subject: RE: Transfer 77667 - 4068.2
Attachments: Transfer 77667 corres.pdf

Dana:
Attached is a scanned copy of my letter. Have a good trip.
Kay

-----Original Message-----

From: Dana Hofstetter [<mailto:Dana@IdahoWaterLaw.com>]
Sent: Monday, January 09, 2012 7:14 PM
To: Walker, Kay
Subject: Transfer 77667 - 4068.2

Kay:

Could you email me a copy of your January 5, 2012, letter regarding the above-referenced Transfer? I am traveling.

Thank you,
Dana



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

January 5, 2012

US ECOLOGY IDAHO INC
300 E MALLARD DR SUITE 300
BOISE ID 83706

RE: Application for Transfer 77667

Gentlemen:

We are in the process of reviewing the above referenced application for transfer of water right 02-7065C and find we need additional information.

We need documentation that the applicant has access to all the lands listed under the proposed permissible place of use (ppu). In using county tax lot data, we find that the majority of the proposed ppu is owned by the Wilsons, but it also includes land that is owned by Danskin Cattle Company. The current tax lot data that we have does not show who owns the NW¼, Sec. 11, Twp. 6S, Rge. 7E, so we will need to know that whoever owns that land is agreeable to this proposal. The tax lot data shows that Danskin Cattle Co. owns the land in the E½SW¼, SE¼, Sec. 7, Twp. 6S, Rge. 8E. This land is included in a ppu for Midnight Sun Inc. VIII under other water rights from the Snake River. It appears these lands should be removed from the proposed ppu since they are already included in one. Please provide documentation that provides authorization from each of the land owners to proceed with this application.

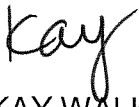
We also notice that there is another water right, 02-7369, that is diverted from the Snake River for the irrigation of 385 acres within an 1885 acre ppu. That right is currently under the ownership of Jeff and Jackie Harper. It appears to us that this right should also be included in the transfer application since it covers a portion of the ppu that has been applied for. If right 02-7369 is not included in the application for transfer, the land that it is appurtenant to should be removed from the proposed ppu of Right 02-7065C.

Please be advised that if the transfer is processed and approved, we will condition the right to the irrigation of a specific 431 acres within the ppu. The condition will state, in part, "The specific 431 acres to be irrigated shall be identified prior to use by submittal of a land list and a representative electronic shape file or by submittal of a land list and a map sufficiently detailed to allow creation of an electronic shape file to be associated with this right. Before changing the 431 acres to be irrigated within the permissible

place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur". In light of this, you may want to submit the specific 431 acre place of use location that will receive water in the upcoming irrigation season with your other documentation.

We realize that you have requested this application be expedited and we are trying to fulfill your request. Please submit the documentation requested above so we can try and get this proposal finalized before the irrigation season begins for the year. If you have any questions in regard to this matter, please feel free to contact me at 334-2190.

Sincerely,



KAY WALKER
Sr. Water Resource Agent

Cc:
Dana Hofstetter
HOFSTETTER LAW OFFICE
608 W Franklin St.
Boise, ID 83702

Wayne R. Ipsen
Corporate Counsel
AMERICAN ECOLOGY CORP
Lakepointe Centre I
300 E Mallard Dr., Suite 300
Boise, Id 83706

HOFSTETTER LAW OFFICE

608 West Franklin Street
Boise, Idaho 83702

Dana@IdahoWaterLaw.com

Dana L. Hofstetter
Attorney at Law

Telephone: (208) 424-7800
Facsimile: (208) 424-8774

December 12, 2011

Via Hand Delivery

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705

RECEIVED

DEC 12 2011

WATER RESOURCES
WESTERN REGION

Re: Water Right No. 02-07065C

Dear Sir/Madam:

Enclosed herewith for filing is the **original Transfer Application** for the above-referenced water right and a check payable to Idaho Department of Water Resources in the amount of \$1,140.00 for the filing fee. As you will note, this Transfer Application is associated with a pending water right sale involving US Ecology Idaho, Inc. as the seller and Flying H Farms Partnership as the buyer. Accordingly, both of the following representatives of seller and buyer, respectively, are contacts for this Transfer Application and both should be provided copies of all documents in connection with this matter.

For Seller

Wayne R. Ipsen
Corporate Counsel
American Ecology Corporation
Lakepointe Centre I
300 East Mallard Drive, Suite 300
Boise, Idaho 83706
Telephone: 331-8400

For Buyer

Dana L. Hofstetter
Hofstetter Law Office, LLC
608 West Franklin Street
Boise, Idaho 83702
Telephone: 424-7800

Please let me know if you have any questions or need additional information.
Thank you.

Sincerely,

HOFSTETTER LAW OFFICE, LLC



Dana L. Hofstetter

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77667

DEC 12 2011

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

WATER RESOURCES

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Other. Please describe: _____

COVER pg. of ORIGINAL,
Rest discarded since
D&A locked

Superseded by Amended Transfer Rec'd 3/5/12