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Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 70709

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

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MAY 23 2003

WATER RESOURCES
WESTERN REGIONName of applicant U.S. Ecology Idaho, Inc. Phone (280) 331-8400Post Office address 300 E. Mallard Dr., Suite 300, Boise, Idaho 83706

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 the reason for the proposed changes The water right is the subject of a purchase and sale agreement (copy attached) between Applicant and Blanksma Land and Storage, LLC.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-----------------|-------------------|--------------------|-------------------|------------------------------|
| <u>02-02267</u> | <u>01/20/1964</u> | <u>5.2 cfs</u> | <u>Irrigation</u> | <u>03/15</u> to <u>11/15</u> |
| | | <u>.09 cfs</u> | <u>Stockwater</u> | <u>03/15</u> to <u>11/15</u> |
| | | | | to |
| | | | | to |
2. Total amount of water being transferred 5.2 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Snake River tributary to Columbia River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
7		NW	SE	31	5S	7E	Owyhee	Blanksma pump station

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	7E	5									40	40	40	40					160
6S	7E	6			40	40							40	40	40	40	40	40	280
6S	7E	7	40	40	40	40	40								40			40	280
6S	7E	8		40	40		40	40	40	40	40		40	40		40	40	40	480
6S	7E	9	40	40	40	40													160
6S	7E	17	40	40															80
6S	7E	16						40											40

Total acres 1,480

ORIGINAL

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PART 1

6. General Information:

- a. Description of diversion system Water is pumped from Snake River at Blanksma pump station, then piped to place of use where it is distributed to sprinkler system. Please see attached Description of Delivery System.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. "There is a Right of Way Contract on the land, but it does not affect the water right."
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
The land will no longer be irrigated.
- _____

d. Remarks:

The water right is currently in Idaho Water Supply Bank. Please see attached 01/02/97 Application to Lease Water Right to Water Supply Bank and 01/15/97 Glen Saxton correspondence accepting water right into Water Supply Bank.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED Please see attached copies of license and SRBA claim.

1. Right evidenced by:
- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
- ☐ Tax Notice ☐ Warranty Deed ☐ Other _____
3. Source of water _____ tributary to _____
4. Date of priority _____
5. Water is used for the following purpose:
- amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

9. Describe any other water rights used for the same purpose as described above

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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

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Total acres _____

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**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3**

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number. Please see attached map.

[illegible]

SCALE: 2 inches equal 1 mile. Draw plan in ink.

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PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

Subscribed and sworn to before me this 23rd day of MAY, 19 2003

Stephen G. Rongom
(Signature of Applicant)

Carrollen Senior
(Notary Public)

My commission expires 7-29-05

FOR DEPARTMENT USE ONLYTransfer contains 6 pages and 11 attachmentsReceived by R Date 5-23-03 Protest filed by _____Prelim. check by G Fee \$450Receipted by ST Date 5-23-03 W030507Published in OWYHEE AVALANCHE Copies of protest forwarded by _____Pub. dates 11-5 + 12-03 Hearing held by _____ Date _____Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

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JAN 15 2004

ATTACHMENT 1

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JAN 15 2004

DESCRIPTION OF DELIVERY SYSTEM:

7,000'	26 inch steel pipe
1,500'	20 inch PVC pipe
2,000'	15 inch PVC pipe
15,000'	12 inch PVC pipe
4,000'	10 inch PVC pipe
6,500'	8 inch PVC pipe
2,000'	10 inch aluminum pipe
2,000'	8 inch aluminum pipe
260,000'	3 inch aluminum sprinkler pipe (200 1/4 mile lines)
45,500'	3 inch aluminum sprinkler pipe (35 handlines)
400 hp	GE motor w turbine pump
300 hp	GE motor w turbine pump
200 hp	GE motor w turbine pump
30hp	Booster pump w/ Freq Drive

TO BE ADDED UPON TRANSFER APPROVAL:

300 hp	Motor & pump
50 hp	Booster pump

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ATTACHMENT 2

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JAN 15 2004

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 02-2267 Priority January 20, 1964 Amount 5.20 cfs

THIS IS TO CERTIFY, that Dorothy J. Steiner
of Oreana, Idaho, has complied with the terms and conditions of Permit
No. 02-2267 issued pursuant to Application for Permit dated January 20, 1964,
and has submitted proof to the Department of Water Resources on January 7, 1975,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 5.57 cfs of water from the Snake River,
tributary to the Columbia River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>November 1</u>	at <u>5.20</u> cfs and	<u>1300</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 5.20 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1300 acre feet per year, said waters to be diverted within the Government Lot 3, Sec. 22,
Twp. 4S, Rge. 2E, B. M. in the County of Owyhee

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4S	2E	20			40	30			40	40	40	40					30		260

Total number of acres irrigated 260

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 28th day of
December, 19 77.

Director

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JAN 15 2004

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A02-02267

Date Received _____

Receipt Number _____

AMENDED
**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of Claimant (s) ENVIROSAFE SERVICES OF IDAHO, INC. Phone (208) 834-2275

Mailing Address P.O. BOX 400, GRAND VIEW, IDAHO Zip 83642

2. Date of Priority (Only one (1) per claim) JANUARY 20, 1964

3. Source of water supply (a) SNAKE RIVER
which is tributary to (b) COLUMBIA RIVER

4. a. Location of existing point of diversion is: Township 4S Range 2E Section 22,
1/4 of SE 1/4 of NW 1/4, Govt. Lot, 3 B.M., County of OWYHEE

Additional points of diversion if any: _____

b. If Instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. PUMP FROM RIVER TO 3AF SUMP WITH PUMP TO
SPRINKLER SYSTEM

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JAN 22 1997

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JAN 15 2004

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from MAR. 15 to NOV. 15 amount 5.2 or _____

For STOCK WATER purposes from MAR. 15 to NOV. 15 amount 0.09 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 5.20 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 910 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) STOCK WATER: 400 HEAD RANGE CATTLE

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4S	2E	20			40	30			40	40	40	40				30			260

Total number of acres irrigated 260

11. In which county (ies) are lands listed above as place of use located? OWYHEE

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (X)

14. Remarks: THIS AMENDMENT REVISES THE PERIOD OF USE FOR IRRIGATION CONSISTENT WITH THE PERIOD INDICATED FOR THIS AREA IN THE SRBA NOTICE OF CLAIM INSTRUCTIONS (INSTRUCTIONS FOR FORM NO. 42-1409(2)A). ALSO, THIS AMENDMENT PROVIDES FURTHER DETAILS ABOUT THE CLAIMED STOCK WATER USE.

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JAN 22 1997

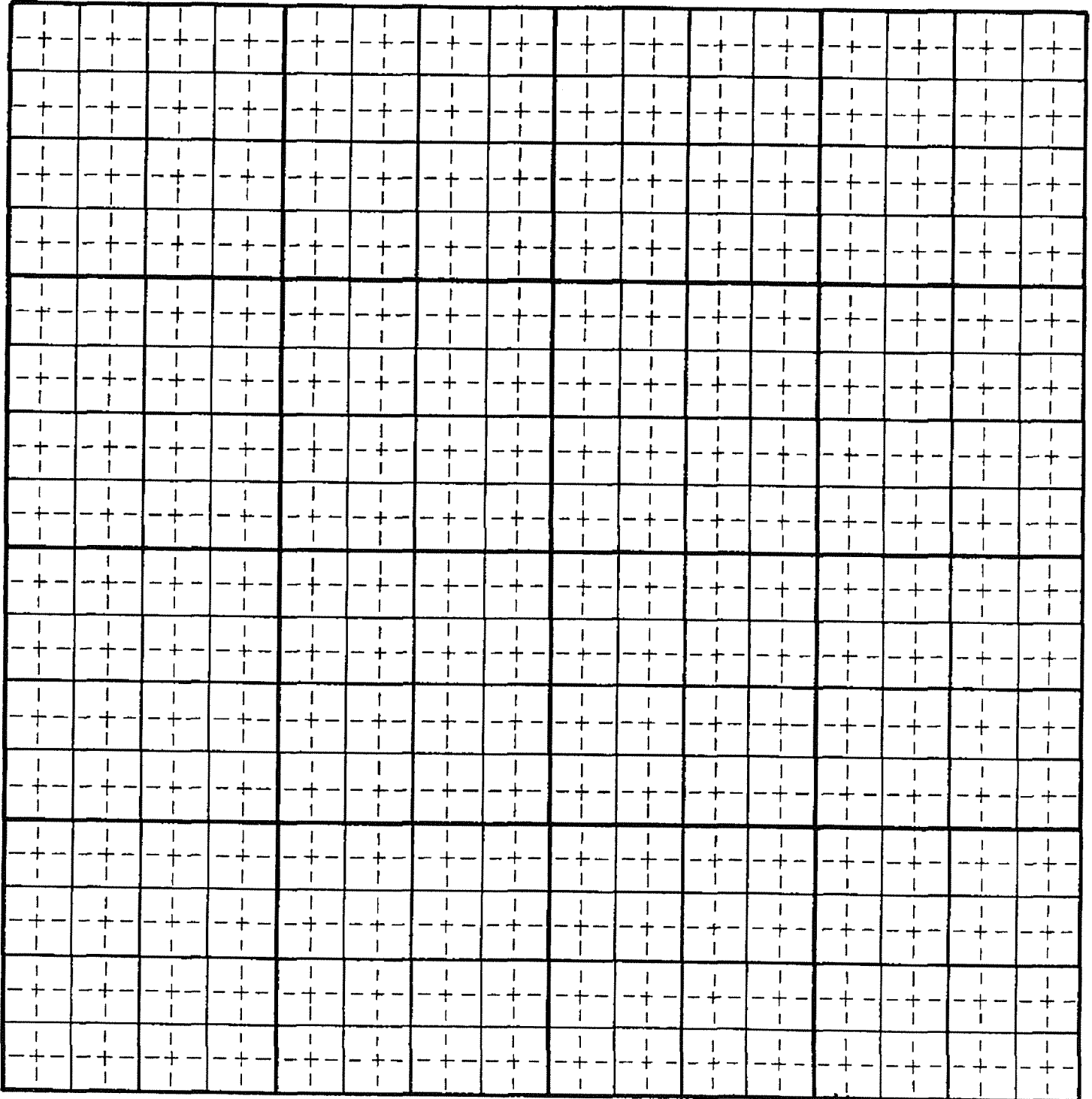
Last Name ENVIROSAFE Ident No. A02-02267

Copies: White - State, Yellow - Claimant
MICROFILMED

JAN 15 2004

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

Scale: 2 inches equals 1 mile



SEE ATTACHED MAP

MICROFILMED
JAN 22 1997

Last Name ENVIROSAFE

Ident No. A02-02267

MICROFILMED
JAN 15 2004
Idaho State Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 02-02267
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X
wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) _____ Date _____
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am EXECUTIVE VICE PRESIDENT

Title

of ENVIROSAFE SERVICES OF IDAHO, INC., that I have signed the foregoing

Organization

document in the space below as EXECUTIVE VICE PRESIDENT of ENVIROSAFE SERVICES OF IDAHO, INC.

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent [Signature] RICHARD A. HARKER

Title and Organization EXECUTIVE VICE PRESIDENT Date 1/2/97
ENVIROSAFE SERVICES OF IDAHO, INC.

State of ~~Idaho~~ or Pennsylvania)
County of Montgomery) SS.

Subscribed and sworn (or affirmed) before me this 2nd day of January 19 97

SEAL

Notary Public [Signature]

Residing at _____

My Commission Expires May 12, 1997

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, DANA HOFSTETTER will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature [Signature]

Address DILLION BOSCH DAW & BOCK, STE. 200, 242 N. 8TH ST, BOISE, ID 83702

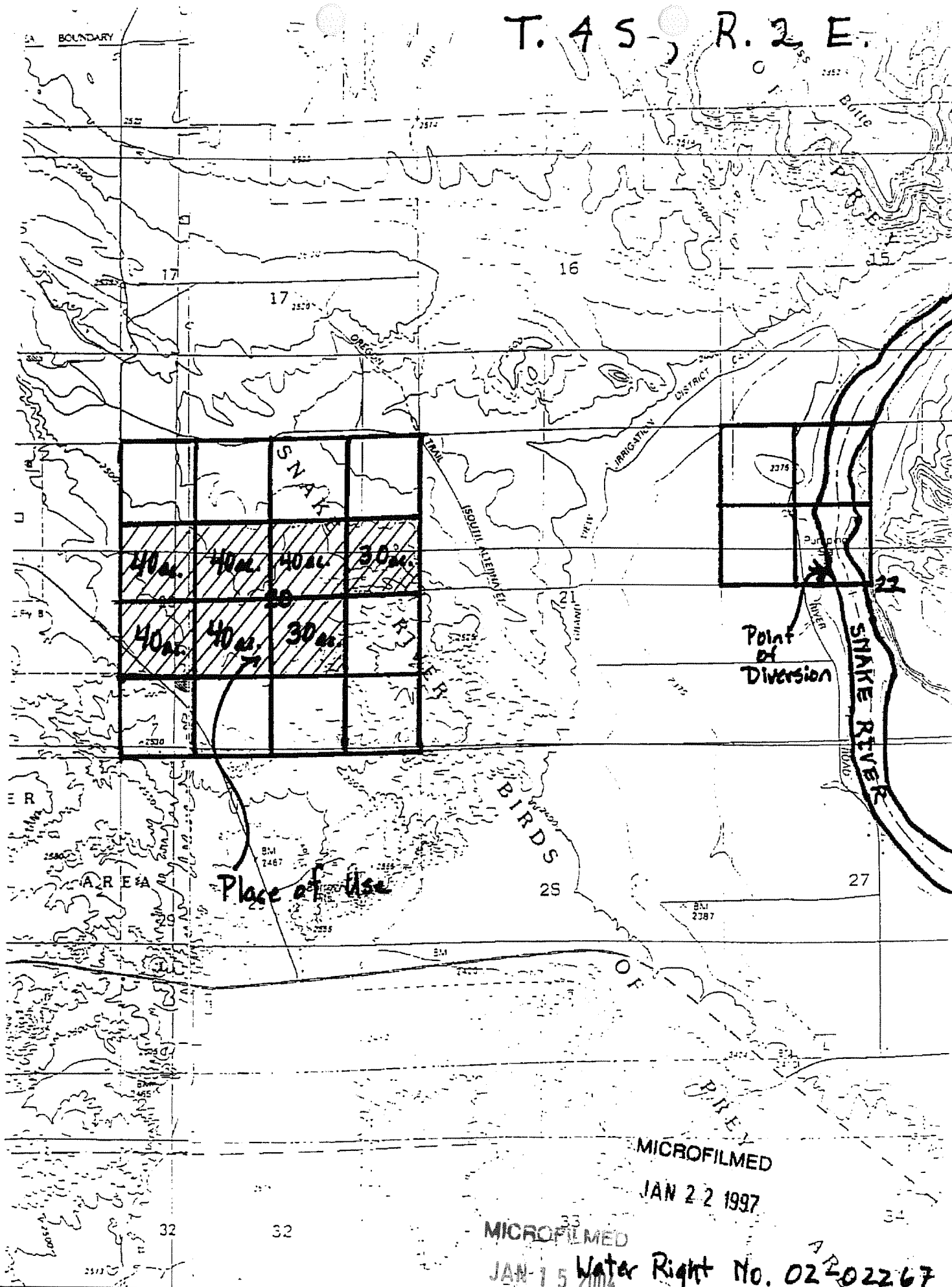
Date January 10, 1997

MICROFILMED
JAN 22 1997

Last Name ENVIROSAFE Ident. Number A02-02267 MICROFILMED Copies White-State, Yellow-Claimant

JAN 15 2004

T. 4 S., R. 2 E.



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JAN 22 1997

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JAN 15 2004 Water Right No. 02202267

ATTACHMENT 3

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JAN 15 2004

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WATER RIGHT PURCHASE, SALE AND LEASE AGREEMENT

This Water Right Purchase, Sale and Lease 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 BLANKSMA LAND AND STORAGE, LLC, an Idaho limited liability corporation, ("Buyer") with a mailing address of P.O. Box 106, Hammett, Idaho, 83627, upon the following terms and conditions.

1. Agreement to Sell and Lease. Seller hereby agrees to sell and lease to Buyer, and Buyer agrees to purchase and rent from Seller, Idaho Water Right No. 02-02267 ("Water Right").
2. Purchase Price and Payment. Buyer shall pay to Seller as the purchase price for the sale of the Water Right _____, ("Purchase Price"). Buyer agrees to deliver the Purchase Price in the form of a certified check to Transnation Title & Escrow Inc., 1750 Front Street #120, Boise, Idaho ("Escrow Agent"), within seven (7) days after the effective date of this Agreement, to be deposited in and released from an interest-bearing account pursuant to the escrow instructions of paragraph 6 herein.
3. Conveyance of Title. Seller agrees to execute a quit claim deed conveying the Water Right to Buyer and to deliver such deed to the Escrow Agent to be held and delivered pursuant to the escrow instructions of paragraph 6 herein.
4. Water Right Lease. Seller shall maintain the Water Right in the Water Supply Bank operated by the Idaho Water Resource Board so that it is available for lease by Buyer until this Agreement is terminated or until the sale of the Water Right closes pursuant to the terms of this Agreement. Within thirty (30) days after the effective date of this Agreement, Buyer shall apply to rent the Water Right from the Water Supply Bank. Any and all documents required to lease the Water Right from the Water Supply Bank shall be referred to as the ("Water Supply Bank Application"). As rent, Seller shall receive the standard Water Supply Bank rental payment for lease of the Water Right in accordance with governing statutes and implementing regulations ("Rental Payment"). If the rental of the Water Right described in this paragraph is approved by the Department, Buyer shall continue to rent and use the Water Right to its full extent available until the Agreement is terminated or the Water Right sale closes, as provided herein. Rental Payments advanced shall not be prorated or applied to the Purchase Price. If the rental of the Water Right described in this paragraph is not approved by the Department, either party may elect to terminate the escrow pursuant to paragraph 6(c) herein.

5. Water Right Transfer. The parties acknowledge that purchase of the Water Right for Buyer's use will require Idaho Department of Water Resources ("IDWR") approval of an Application for Transfer of Water Right. Buyer agrees to prepare an Application for Transfer to change the point of diversion and the place of use of the Water Right ("Transfer Application"), subject to approval by the Seller. Seller shall file the Transfer Application with IDWR along with the associated filing fee provided by Buyer within sixty (60) days after the effective date of this Agreement. Seller agrees to participate as applicant and, as necessary, use commercially reasonable efforts to advocate for the transfer in all administrative and judicial proceedings, subject to paragraph 5(c) below. For purposes of this Agreement, final approval shall mean approval of the Application for Transfer on terms and conditions that are acceptable to Buyer after all administrative and judicial remedies are exhausted. Buyer shall monitor IDWR's processing of the Transfer Application and respond to all information requests by IDWR and protests, if any. Costs and attorney fees incurred in preparing, filing and obtaining final approval of the Transfer Application shall be paid by Buyer and Seller as follows:

a. If closing of the Water Right sale occurs, Seller shall reimburse Buyer fifty percent (50%), up to a maximum of _____ of all costs and attorney fees incurred in preparing and filing the Transfer Application.

b. After Buyer expends _____ in seeking final approval of the Transfer Application, Buyer may elect to withdraw the Transfer Application. Either party may elect to withdraw the Transfer Application if final approval is not obtained within two (2) years after the date the Transfer Application is filed with IDWR. The Agreement shall terminate pursuant to paragraph 6(c) below upon the withdrawal of the Transfer Application.

c. Seller's obligation to participate in and advocate for the transfer shall not obligate the Seller to expend more than _____. Once the Seller has expended _____ the Seller's obligation to expend additional monies shall cease.

6. Escrow Agent and Instructions. The parties hereby appoint Transnation Title & Escrow Inc., 1750 Front Street #120, Boise, Idaho, attention Nancy Boslow (telephone no. 342-2222), as the escrow agent ("Escrow Agent") to hold and release the Purchase Price and quit claim 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.

a. The Purchase Price, together with any interest accrued thereon, shall be released to Seller only upon: (1) final approval of the application for transfer of the point of diversion and place of use for the Water Right, (2) the expiration of all administrative and judicial periods for appeal, and (3) the written approval by Buyer of any conditions placed on the transfer by the IDWR. Buyer's approval shall not unreasonably be withheld, and shall be provided within thirty (30) days after expiration of the applicable administrative and judicial periods for appeal. Upon completion of these conditions, Buyer shall immediately supply a letter of confirmation thereof from Buyer to Escrow Agent, and Escrow Agent shall release the Purchase Price and accrued interest thereon to Seller. The quit claim deed shall be released to Buyer upon release of the Purchase Price and all accrued interest to Seller.

b. Buyer and Seller shall use good faith, best efforts to complete the agreed upon transfer as described herein on or before March 31, 2005. If the Transfer Application is not approved by March 31, 2005, the escrow shall terminate March 31, 2005 pursuant to paragraph 6(c) below, unless extended by the parties by mutual written agreement.

c. Upon termination of the escrow, the Escrow Agent shall release immediately the Purchase Price, together with any accrued interest earned thereon, to Buyer pursuant to written instructions to Escrow Agent, and shall return the quit claim deed to the Seller. Upon release of the Purchase Price and accrued interest and return of the quit claim 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. Cooperation. The Parties shall use their best efforts and cooperate fully and in good faith with each other, with IDWR and with any third parties in order to facilitate the Transfer Application and the Water Supply Bank Application. 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 for submission and approval of the Transfer Application and the Water Supply Bank Application, and after closing of the Water Right purchase, for change in ownership of the Notice of Claim for the Water Right filed in the Snake River Basin Adjudication.

8. 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.

9. 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.

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

11. 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 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 breach of any of such terms, covenants or conditions may not be adequate.

12. 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.

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

14. 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.

15. 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.

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

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: 3-21-03

By: Stephen G. Rayens
Its: PRESIDENT

BUYER:

BLANKSMA LAND AND STORAGE, LLC

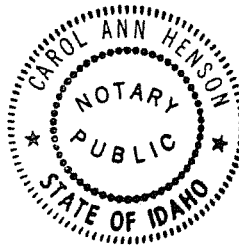
Date: 3/24/03

By: Jeffrey C. Blankens
Its: member

STATE OF IDAHO)
) ss:
County of Ada)

On this 21st day of March, 2003, before me, the undersigned Notary Public, personally appeared Stephen A. Romano, known or identified to me to be the 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.

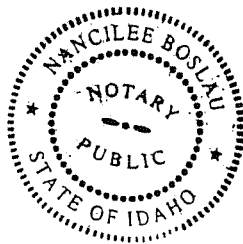


Carol Ann Henson
Notary Public for the State of Idaho
Residing at Boise, ID (Ada County)
My Commission Expires: 7-29-05

STATE OF IDAHO)
) ss:
County of Ada)

On this 24 day of March, 2003, before me, the undersigned Notary Public, personally appeared Jeffrey Blanksma, known or identified to me, to be an authorized member of the corporation Blanksma Land and Storage, LLC, the limited liability company that executed the foregoing instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



Nancilee Boslau
Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____
Residing in Meridian, Idaho
Commission expires 11-12-04

WATER RIGHT PURCHASE, SALE AND LEASE AGREEMENT - 6

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JAN 15 2004

ATTACHMENT 4

SCANNED
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AUG 01 2003
JAN 15 2004

Water Supply Bank No. _____

Water Right No. 02-02267

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

RECEIVED

JAN 10 1997

Department of Water Resources

Name of Seller/Lessor ENVIROSAFE SERVICES OF IDAHO, INC. Phone (208) 834-2275

Post office address P.O. BOX 400, GRAND VIEW, IDAHO 83642

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____
(Name)

in case of _____ vs _____

dated _____ in _____ county of _____
(Name of court)

b. License No. 02-02267 Issued by the Idaho Department of Water Resources.

c. Permit No. _____ Issued by the Idaho Department of Water Resources.

2. Source of water SNAKE RIVER tributary to COLUMBIA RIVER

3. Date of priority JANUARY 20, 1964

4. Water is used for the following purposes:

amount 5.20 CFS for IRRIGATION purposes from MARCH 15 to NOVEMBER 15

amount 0.09 CFS for STOCK WATER¹ purposes from JANUARY 1 to DECEMBER 31

amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

5. Total amount of water under right: a. 5.20 cubic feet per second
&/or
b. _____ acre feet per annum

6. Location of point of diversion is SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 22

Township 4S Range 2E, B.M. in OWYHEE County

Additional points of diversion, if any _____

¹

THIS IS BASED ON THE SRBA CLAIM WHICH CLAIMED A STOCK WATER RIGHT FOR 400 HEAD OF RANGE CATTLE.

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JAN 22 1997

JAN 15 2004

7. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4S	2E	20			40	30			40	40	40	40				30			260

Total number of acres to be irrigated 260

B. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE (If the entire right is for sale or lease, omit part B.)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum

2. Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County

Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

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JAN 22 1997

2

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JAN 15 2004

C. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

1. 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.

THE LAND AND ASSOCIATED WATER RIGHTS WERE PURCHASED BY ENVIROSAFE SERVICES OF IDAHO, INC. IN 1993. SEE ATTACHED DEED AND CHANGE IN OWNERSHIP.

2. Describe the frequency of water use under the right, or portion thereof, during the past 5 years. Attach water-master records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture:

ENVIROSAFE LAST USED THIS WATER RIGHT IN 1994. PRIOR TO THE LAND PURCHASE, THE PREVIOUS OWNERS, THE STEINERS, USED THE RIGHT.

3. Describe the relative availability of water to fill the right, or portion thereof. Attach evidence to support the availability:

THIS RIGHT DIVERTS FROM THE SNAKE RIVER BETWEEN MILNER DAM AND SWAN FALLS. THE LOWEST MINIMUM DAILY FLOW IN THIS REACH OF THE RIVER FOR OCTOBER 1993 TO SEPTEMBER 1995 IS ABOVE THE 3900 CFS MINIMUM ESTABLISHED FOR THE MURPHY GAUGING STATION. SUMMARY SHEETS FOR THE MURPHY GAUGE ARE ATTACHED.

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

A57-10036 (STOCK); A57-10035 (DOMESTIC AND STOCK)

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

6. 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.

7. If the right is included in an ongoing adjudication, a copy of the claim must be provided with this application. TWO PREVIOUS SRBA CLAIMS AND AN AMENDED SRBA CLAIM ARE ATTACHED.

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JAN 15 2004

8. Draw a map indicating the point(s) of diversion and place of use of the right, or portion thereof. Show clearly the land involved by section, township and range.

[illegible]

SCALE: 2 inches equal 1 mile. Draw plan in ink.

SEE ATTACHED MAP

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JAN 15 2004

9. Remarks _____

D. SALE/LEASE AGREEMENT

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

_____ For sale
5.20 CFS For lease for period from 1996 to INDEFINITE
(year) (year)
_____ As a gift to the State of Idaho.

2. The minimum payment acceptable to the Seller/Lessor is: (Include the method of determining the minimum payment)

AN ACCEPTABLE PAYMENT IS THAT COMPARABLE TO THE RATE CHARGED IN THE UPPER SNAKE
BY THE 01 WATER DISTRICT RENTAL POOL.

3. Payment contingent on subsequent sale or leasing of this right, or portion thereof, is:

X Acceptable _____ Not Acceptable

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

1/2/97
(Date)

[Signature]
(Signature of applicant)
RICHARD A. HARKER
VICE PRESIDENT

FOR DEPARTMENT USE ONLY

Received by [Signature] Date 01-10-97 Preliminary check by [Signature]

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

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JAN 15 2004

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JAN 22 1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 15, 1997

Dana Hofstetter
DILLON, BOSCH, DAW & BOCK
242 N. 8th St.
Suite 200
Boise, ID 83702

RE: APPLICATIONS TO LEASE RIGHTS 02-02267 AND 02-07065D TO THE
WATER SUPPLY BANK

Dear Ms. Hofstetter:

I have reviewed the above referenced applications which you submitted to the department on January 10, 1997. The applications comply with the statutes and Water Supply Bank rules of the Idaho Water Resource Board. Hence, the rights are accepted into the bank by the Board.

Information you may need to know concerning the lease of the rights to the bank includes the following:

1. While in the bank, the rights are not subject to forfeiture through non-use, even if the rights are not rented.
2. The owner is not authorized to use the rights or to otherwise lease the rights to another party while the rights are in the bank, even if the rights are not rented.
3. The Board accepts the rights into the bank on a contingency basis with payment to be made to the owner only upon rental of the rights or portions thereof from the bank.
4. The Director will determine the volume of water which the rights represent and which may be rented from the bank.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - W. Region

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JAN 22 1997

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JAN 15 2004

ATTACHMENT 5

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JAN 15 2004

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AUG 01 2003

BARGAIN AND SALE DEED

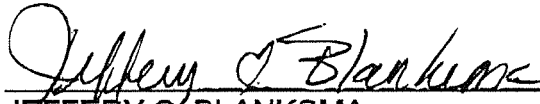
FOR VALUE RECEIVED

JEFFERY C. BLANKSMA and **NANCY BLANKSMA**, husband and wife, **ROBERT H. BLANKSMA**, a single man, **JEFFERY J. BLANKSMA** and **MEGAN C. BLANKSMA**, husband and wife, and **NICKOLAS C. BLANKSMA**, a single man ("Grantors"), do hereby grant, bargain, sell and convey unto **BLANKSMA LAND AND STORAGE, LLC**, an Idaho limited liability company, whose current address is P.O. Box 106, Hammett, Idaho 83627 ("Grantee"), all of their interest in the following described premises located in Owyhee County, Idaho, to-wit:

That certain real estate, irrigation equipment and improvements more particularly described in Exhibit A attached hereto and by this reference incorporated herein and consisting of five (5) pages

To have and to hold the said premises, with their appurtenances unto the said Grantee, its legal representatives and assigns forever. And the Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that the premises are free and clear from all encumbrances, except that certain Idaho Mortgage, Security Agreement and Fixture Filing in favor of the Equitable Life Assurance Society of the United States dated June 3, 1996, current taxes and assessments, easements, rights of way, encumbrances, restrictions and reservations of record and that they will warrant and defend the quiet and peaceful possession of said premises by said Grantee, and its legal representatives and assigns forever, against all lawful claims whatsoever.

DATED: 12/30/99


JEFFERY C. BLANKSMA


NANCY BLANKSMA


ROBERT H. BLANKSMA


JEFFERY J. BLANKSMA


MEGAN C. BLANKSMA


NICKOLAS C. BLANKSMA

Instrument # 243175

MURPHY, OWYHEE, IDAHO

2003-04-15 04:20:38 No. of Pages: 9

Recorded for : NANCY BLANKSMA

CHARLOTTE SHERBURN

Ex-Officio Recorder Deputy C. Sherburn Fee: 27.00

Index to: DEED, BARGAIN AND SALE

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JAN 15 2004

EXHIBIT "A"

ALL OF THE FOLLOWING ITEMS, EXCEPT THOSE ITEMS PREVIOUSLY
SOLD:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
One	400 h.p. General Electric motor with Layne pump	DEJ430009 65103
One	400 h.p. General Electric motor with Layne pump	EEJ521010 65104
One	400 h.p. General Electric motor with Layne pump	DEJ423015 65105
One	200 h.p. General Electric motor with Layne pump	BGJ217111 65106
One	300 h.p. General Electric motor with Layne pump	MHJ1206977 45161
One	14 unit Tower Raincat	643
One	9 unit Tower Gifford Hill 360	45170-092675
One	13 unit Tower Raincat	640
One	9 unit Tower Gifford Hill 360	46270-100275

SECURITY AGREEMENT, P. 1

One	15 unit Tower Raincoat	544
7,000 ft.	28-inch heavy-wall pipe, installed above ground	
1,500 ft.	22-inch .375 wall buried steel pipe	
1,778 ft.	16-inch 12 gauge, buried wrapped steel pipe	
2,720 ft.	14-inch 12 gauge, buried wrapped steel pipe	
4,423 ft.	12-3/4-inch 12 gauge, buried wrapped steel pipe	
1,290 ft.	10-3/4-inch 12 gauge, buried wrapped steel pipe	
3,800 ft.	10-inch 12 gauge, buried wrapped steel pipe	
4,224 ft.	8-5/8-inch 12 gauge, buried wrapped steel pipe	
9,560 ft.	8-5/8-inch 12 gauge, buried wrapped steel pipe	
11,640 ft.	10-inch 125# P.V.C. buried pipe	
360 ft.	8-inch 125# P.V.C. buried pipe	
1,620 ft.	6-inch 160# P.V.C. buried pipe	
1,000 ft.	6-inch aluminum mainline	
260,000 ft.	3-inch aluminum sprinkler pipe (200 Handlines)	
45,500 ft.	3-inch aluminum sprinkler pipe (35 Handlines)	

PARCEL NO. 1:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, S. M.,
OWYHEE COUNTY, IDAHO

Section 5: SW $\frac{1}{4}$
Section 6: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 8: W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{4}$

PARCEL NO. 2:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, S. M.,
OWYHEE COUNTY, IDAHO

Section 7: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

SECURITY AGREEMENT, P. 2

Section 8: SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 17: NW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL NO. 3:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M.,
OWYHEE COUNTY, IDAHO

Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 7: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 8: NW $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 4:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE
COUNTY, IDAHO

Section 16: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (State Lease)

PARCEL NO. 5:

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST, B.M., OWYHEE
COUNTY, IDAHO

Section 31: Lot 7 (Permission and Agreement from Idaho Power Company to certain of vested owners for pumping facilities and pipeline, on, over and across that portion of said Lot 7 owned by Idaho Power Company, to wit: That portion of said Lot 7 described in Warranty Deed dated September 27, 1951, from Tim L. Shank and Edith Shank, his wife, to Idaho Power Company, recorded July 3, 1952, as Instrument No. 85209, Owyhee County Records.)

PARCEL NO. 6:

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST, B. M., OWYHEE
COUNTY, IDAHO

Section 31: Lot 7 (Easement for pipeline purposes from Carl E. Johnson to Cletis L. Austin dated February 6, 1969, recorded February 25, 1969, as Instrument No. 122795, Owyhee County Records, on, over and across the following described portion of said Lot 7: a rectangular strip of land 40 feet wide lying parallel with, and having as its westerly boundary line, the following described line: Beginning at the South quarter corner of Section 31, Township 5 South, Range 7 East, B.M., and running thence North 0°30' East a distance of 1,110.0 feet, comprising 1.11 acres, more or less.)

PARCEL NO. 7:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B.M., OWYHEE
COUNTY, IDAHO

SECURITY AGREEMENT, P. 4

Section 4: Lot 2 (Right-of-Way for irrigation pipeline dated February 11, 1969, Serial No. I-2486 granted by the United States Department of the Interior, Bureau of Land Management, to Cletus L. Austin and William L. Austin Estate, on, over and across said Lot 2.); recorded January 26, 1973 as Instrument No. 134723, Owyhee County Records.

PARCEL NO. 8:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, E. M., OWYHEE COUNTY, IDAHO

Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 263 + 48
SE $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 282 + 33
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Highway Station No. 249 + 66
(Easements from Owyhee County to Cletis L. Austin, et al., for pipeline crossings of unnumbered county highway, Federal Aid Project No. 3-3703 (2), dated August 9, 1971, recorded September 2, 1971, as Instrument No. 130034 and as amended by Easement recorded January 26, 1973, as Instrument No. 134724, Owyhee County Records.)

PARCEL NO. 9:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, E.M., OWYHEE COUNTY, IDAHO

Section 9: NE $\frac{1}{4}$

PARCEL NO. 10:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, E.M., OWYHEE COUNTY, IDAHO

Section 8: In the North 137.50 feet of NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: In the North 137.50 feet of NW $\frac{1}{4}$ NW $\frac{1}{4}$
A right of way 3,967.2 feet in length and 25 feet in width located 12.5 feet on either side of the centerline thereof described as follows: Commencing at a point on the North section line of said Section 8 which point is North 89°48' East 3,962.0 feet from the Northwest corner of said Section 8; and running thence South 0°5' East 125.0 feet to a point, being the REAL POINT OF BEGINNING; and running thence North 89°45' East a distance of 1,320.6 feet to a point on the East line of said Section 8; and continuing thence into said Section 9, North 89°57' East a distance of 2,646.6 feet to a point being the TERMINUS OF EASEMENT (said terminus of easement being on the North-South center section line of said Section

SECURITY AGREEMENT, P. 3

9 and being South 0°4' East a distance of 125.8 feet from the North section line of said Section 9.) (Right-of-Way for irrigation pipeline dated December 20, 1973, Serial No. I-7316 granted to Harold Blankens, recorded February 4, 1974, as Instrument No. 139011, Owyhee County Records.)

SECURITY AGREEMENT, P. 6

Page 5 of 5

MICROFILMED

JAN 15 2004

ATTACHMENT 6

SCANNED

AUG 01 2003

MICROFILMED
JAN 15 2004

STATE OF IDAHO
STATE LAND LEASELEASE NUMBER: C-7058

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Golden Sun Farms, Inc (lessee)
c/o Jeffrey Blankensma PO Box 106 Hammett ID 83627
 (Address) (City) (State) (Zip)

This lease shall commence January 1, 2002, and terminate December 31, 2011.

The annual rent payment is due on May 1 of each year.

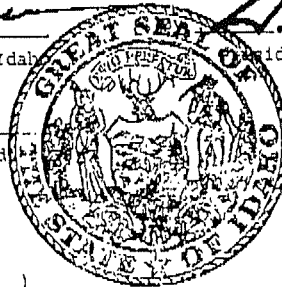
The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described in attachment A at the rates and uses specified herein; grazing 40.00 acres containing 10.00 AUMs, cropland 0.00 acres of dryland at 0.00 per acre, 0.00 acres irrigated land at 0.00 per acre and 0.00 acres of wasteland at 0.00 per acre, miscellaneous 0.00 per annum, or 0.00 premium bid.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED:

STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Pete T. Conrussa
Winston A. Wiggins
 Secretary of the State of Idaho
 Director Department of Land



Dirk Kempthorne
 President of the State Board of Land Commissioners
 and Governor of the State of Idaho

STATE OF IDAHO

COUNTY OF Ada

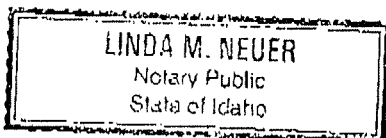
On this 31 day of October, in the year 2001, before me, a Notary Public in and for said State, personally appeared Dirk Kempthorne, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Conrussa, known to me to be the Secretary of the State of Idaho; and Winston A. Wiggins, known to me to be the Acting Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Boni, Idaho, Commission expires 06-08-2007

Susan Moore
 Notary Public for Idaho

***** LESSOR *****



MICROFILMED

JAN 15 2004

X Golden Sun Farms, Inc (lessee)
 X _____ (lessee)

COUNTY OF Elmore

On this 23rd day of Oct, in the year 2001, before me, a Notary Public in and for said State, personally appeared Nancy Blankensma

known to me to be the lessee that executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Hammett, Idaho, Commission expires 11-30-2003

Linda M. Neuer
 Notary Public for Idaho

STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: G-7058

PAGE 2

ATTACHMENT A

SPECIAL PROVISIONS:

This state property is used in conjunction with lessee's private cropland. Use is usually by cattle not exceeding 25 head on all lands. Grazing occurs only in dormant seasons with complete rest some years. Erosion control measures are practiced and weeds are watched for. No riparian areas associated with this lease.

DESCRIPTION OF PROPERTY:

COUNTY	ACRES	SUBDIVISION DESCRIPTION	SEC.	TWP.	RGE.	ENDOW.
OWYHEE	40.00	NWNW	16 05	6 S	7.0 E	PS

MICROFILMED

JAN 15 2004

ATTACHMENT 7

SCANNED

AUG 01 2003

MICROFILMED

JAN 15 2004

E A S E M E N T

This indenture, made this 6 day of ~~January~~^{February}, 1969, by ~~January~~^{C.E.J.}, *Cla*

and between CARL E. JOHNSON, a single man, party of the first part, and CLETIS L. AUSTIN, a single woman, individually and as executrix of the estate of William L. Austin, deceased, party of the second part,

W I T N E S S E T H:

WHEREAS, the party of the first part is the owner of the following described land situate in Owyhee County, State of Idaho, to-wit:

Lot 7, Section 31, Township 5 South, Range 7 East, Boise Meridian; and,

WHEREAS, the party of the second part holds Desert Land Entry I-2097 covering the West half of the East half and the East half of the West half, Section 8, Township 6 South, Range 7 East, Boise Meridian, and being executrix of the William L. Austin Estate which holds Desert Land Entry I-2231 covering the South half of the Northeast quarter and the North half of the Southeast quarter, Section 6, and the Southwest quarter of Section 5, Township 6 South, Range 7 East, Boise Meridian, Owyhee County, State of Idaho; and,

WHEREAS, the party of the first part desires to sell and

convey to the party of the second part a permanent easement and right of way across the first above described real estate.

NOW, THEREFORE, for good and valuable consideration, the party of the first part does bargain, sell, convey, grant, transfer and deliver unto the party of the second part a perpetual easement and right of way to construct, operate, maintain, alter, repair, or remove, and to convey water through, a pipeline or pipelines to be constructed and installed by the party of the second part upon said easement and right of way, and said easement and right of way is described as follows, to-wit:

A rectangular strip of land 40 feet wide lying parallel with, and having as its westerly boundary line, the following described line:

Beginning at the South quarter corner of Section 31, Township 5 South, Range 7 East, Boise Meridian, and running thence North 0°30' East a distance of 1,210.0 feet, comprising 1.11 acres, more or less, all of which is situate in Owyhee County, State of Idaho.

Said easement and right of way, and all ditch rights or interests in the nature of ditch rights created upon said easement and right of way, shall be appurtenant to the lands in said described Desert Land Entries and shall be appurtenant to any other lands to which water is conveyed through any pipeline or pipelines hereafter constructed upon said easement and right of way.

The purchase price for said easement and right of way is the sum of Four Thousand Dollars (\$4,000.00), which said sum has been paid by the party of the second part to the party of the first part coincidentally with the delivery of this instrument, and receipt of said sum of Four Thousand Dollars (\$4,000.00) is hereby acknowledged by the party of the first part.

The party of the second part in connection with the preparation of the above easement for the construction and installation thereon of a pipeline agrees to remove the excess soil therefrom to an existing wash adjacent to the right of way. For as long as the lands in said described Desert Land Entries remain in the name of the party of the second part or the immediate family of the party of the second part in the event they become heirs of the party of the second part, the party of the second part agrees to deliver to the party of the first part from such pipeline or pipelines on said easement and right of way as the party of the second part shall select, water from the facilities installed on the above described easement, in sufficient amount to irrigate a total of forty (40) acres, but such amount shall not exceed forty (40) miner's inches in any event, and the party of the first part

agrees to pay the party of the second part on a prorata basis the power costs necessary to operate said system. The party of the second part agrees to install risers on the supply line maintained on said easement, and the party of the first part shall provide all other attachments necessary for the transmission of such water to the place of intended use by the party of the first part. This agreement does not constitute a transfer or conveyance of any water permits or water rights to the party of the first part, and the party of the first part shall be responsible for obtaining any water permits he deems necessary for the establishment of his water rights and for establishing the priority of his water rights, and this agreement shall in nowise modify, alter or affect the priorities of the water rights of the party of the second part, individually or as executrix of the estate of William L. Austin, deceased. The party of the first part shall not be held liable for any damages caused to the pipeline or easement by the livestock of the party of the first part.

The party of the second part agrees to construct two road crossings over the pipeline or pipelines to be constructed upon said easement and right of way, one such crossing at each end of said right of way.

If the party of the second part shall be required to

JOHNSON

MICROFILMED
JAN 15 2004

his 25th day
of 1962
at 10:00 P.M. at
the County Clerk's
office of
records of said county.
J. H. H. H.
Deputy to Recorder.
Deputy

give a mortgage on the easement and right of way herein granted by the party of the first part to the party of the second part, in order to secure repayment of any loan obtained by the party of the second part, then, in that event, the party of the first part agrees to ^{C.E.J.} ~~make~~ execute and deliver to the person or entity to whom such mortgage is given, or to any subsequent holder of such mortgage, an agreement subordinating any and all rights of the party of the first part in and to the pipeline, pipelines, water system and water supply to be constructed upon or transmitted across said right of way, to the lien of said mortgage, which said subordination agreement shall be duly acknowledged so as to entitle it to be recorded.

The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the heirs, personal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals the day and year first above written.

Carl E. Johnson
Carl E. Johnson

Cletis L. Austin
Cletis L. Austin

5-nh

MICROFILMED

JAN 15 2004

122795

STATE OF IDAHO)
) ss.
COUNTY OF Blaine)

On this February day of January, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl E. Johnson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

John E. Young
Notary Public for the State of Idaho,
Residing at Shoshone Falls, Idaho.

My Commission Expires: February 1971

STATE OF Idaho)
) ss.
COUNTY OF Gooding)

On this 7th day of February, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Cletis L. Austin, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.

David R. Blum
Notary Public for the State of Idaho
Residing at Gooding
My Commission Expires: January 1971

6-nh

MICROFILMED

JAN 15 2004

STATE OF IDAHO)
County of ^{Gooding} ss.
~~Gooding~~

On this 7th day of ^{February} ~~January~~, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Cletis L. Austin, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.

Larry Petersen
Notary Public for the State of Idaho
Residing at Boise, Idaho
Wendell

STATE OF IDAHO)
County of ^{Elmore} ss.
~~Ada~~

On this 6th day of ^{February} ~~January~~, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl E. Johnson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Lois E. Baum
Notary Public for the State of Idaho
Residing at Boise, Idaho
Mountain Home,

7-pb

MICROFILMED

JAN 15 2004

day 12. 1969 at Gooding, Idaho
order.

for establishing the priority of his water rights, and this agreement shall in nowise modify, alter or affect the priorities of the water rights of the party of the second part, individually or as executrix of the estate of William L. Austin, deceased. The party of the first part shall not be held liable for any damages caused to the pipeline or easement by the livestock of the party of the first part.

The party of the second part agrees to construct two road crossings over the pipeline or pipelines to be constructed upon said easement and right of way, one such crossing at each end of said right of way.

If the party of the second part shall be required to

Instrument
Number 122795

**** EASEMENT ****

Carl E. Johnson

to

Cletis L. Austin

STATE OF IDAHO, { ss.
Owyhee County,
Filed for record this 25th day
of February, 1969
at 1:05 o'clock P.M. at
request of Tippetts Land & Mfg. Co.

and recorded in Book _____ of
page _____ of the records of said county.

NICK IHLI
Ex-Officio Recorder.

By *[Signature]*
Deputy

Fee, \$ 5.40

MICROFILMED

JAN 15 2004

Permission and Agreement

THIS AGREEMENT between IDAHO POWER COMPANY, party of the first part, herein called "Company,"
and William L Austin Estate and Cletis L Austin

party of the Second part, herein called "Second Party," WITNESSETH that:

WHEREAS, the Company owns, maintains and operates the C J Strike Hydroelectric Development on Snake River, consisting of a dam, power plant, reservoir and related facilities, and said dam has created a reservoir with an elevation above the natural water level of the river; and Second Party desires to pump water from said reservoir for irrigation purposes, and to install a pumping installation, together with a pipe line or ditch from said pump, on and across the lands of the Company bordering on said reservoir;

NOW, THEREFORE, in consideration of the premises, and of the covenants and conditions herein-after set forth, the parties heroby agree as follows:

1. The Company grants to Second Party permission to install, operate and maintain, for Second Party's sole benefit and at its sole risk and expense, a pump with intake structure and other related facilities, at the location and elevation selected by Second Party on or adjacent to the Company's C J Strike reservoir, on lands of the Company located in Lot 7, Section 31, and a pipe line or ditch from said pump over and across the lands of the Company located in Lot 7, Section 31, Township 5 South, Range 7 East, Boise Meridian, in County, Idaho, the location of said facilities to be approved by the Company, together with necessary rights of ingress and egress therefor; subject, however, to the superior right of the Company, without liability or responsibility, to utilize its said lands at all times, and from time to time, for flooding and reservoir purposes, or in any other manner in connection with the Company's said project and business, including the construction of roads, pole lines, ditches or other facilities, and to store, release and use the waters, and to raise, lower or fluctuate the water level, of said reservoir, in any manner and to such extent that the Company deems necessary or desirable for the construction, reconstruction, alteration, operation, inspection, maintenance and repair of the Company's said dam and project, or otherwise in connection with the Company's property and business.

2. It is understood and agreed that the water in said reservoir will not be or remain at any constant elevation, and that the Company does not undertake to provide or maintain water in, or the water level of, said reservoir at the location and elevation of Second Party's said pump and intake. Second Party, for itself and its successors in interest and assigns, does hereby release and discharge the Company, its successors and assigns, from any and all future costs, damages, claims, liability or responsibility, of any kind or nature whatsoever, including loss of or damage to crops, which may at any time and from time to time hereafter result or occur by reason of the inability of Second Party from any cause to operate its said facilities or obtain water, or sufficient water, by means thereof, or by reason of the Company's use and operation of said project, including action of the elements, or the storage, release, raising, lowering, or fluctuating of the waters or the water level of, or in-sufficiency or lack of water in, said reservoir from any cause whatsoever.

3. Second Party agrees that it will pump said waters in an amount not to exceed 12.8 cubic feet per second, solely to the extent required for irrigation and other agricultural and domestic uses on lands of the Second Party, comprising 640 acres, located in *See Below, Sections 5, 6 and 8, Township 6S South, Range 7E East, Boise Meridian, that it will not pump any quantity of water at any time beyond that reasonably necessary for the uses and purposes and on the lands hereinabove set forth, and that it will use said waters in an economical and husbandlike manner, and without waste, in accordance with good irrigation practice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1st day of January, 19 .

IDAHO POWER COMPANY

(CORPORATE SEAL)

ATTEST:

By ARMORE
Its VICE PRESIDENT

Secretary,
*SW $\frac{1}{4}$ Sec 5, T6S, R7E and
S $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 6, T6S, R7E and
N $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 6, T6S, R7E and
E $\frac{1}{4}$ W $\frac{1}{4}$ Sec 8, T6S, R7E and
W $\frac{1}{4}$ E $\frac{1}{4}$ Sec 8, T6S, R7E

EXECUTRIX
Second Party.
Of the William L. Austin Estate

MICROFILMED

JAN 15 2004

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant: I-7316

Name of grantee: Harold Blankens

Map showing the location and dimensions of grant:

Map designations: Proposed Irrigation Pipeline Right-of-Way

Date filed: September 27, 1973

Permitted use by grantee: Limited 12 inch irrigation pipeline. The right-of-way which is limited to not more than 25 feet.

Authority for grant: Act of March 3, 1891 (26 Stat. 1101), as amended.

Regulations applicable to grant:

Code reference: 43 CFR Parts 2800 and 2370.

Date of grant: DEC 28 1973

Expiration date of grant: — — —

Rental: None

Amount:

When payable by grantee:

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964, (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations specified above.
3. Filing of proof of construction within 5 years of the date of grant.
4. Further terms and conditions as follows:
 - (a) Pursuant to 43 CFR 2801.1-5, the District Manager, Boise
District Office, 230 Collins Road, Boise, Idaho,
has the authority to conduct all business with the grantee with
respect to use of lands and disposition of resources, and the grantee
is requested to contact him prior to the beginning of construction.
 - (b) Subject to the stipulations of Exhibit A, attached hereto and made a
part hereof.

h Vincent S. Strobel

Vincent S. Strobel, Chief
Branch of L&M Operations

cc: DM, I-1

MICROFILMED

Strobel:lr:12/28/73

JAN 15 2004

ISO-2800 9 (November 1973)

BLM DISTRICT
 DISTRICT OF IDAHO
 RIGHT-OF-WAY 1-7316

1. The permittee agrees in all operations under this permit to comply with the applicable State and Federal laws and regulations concerning the use of poisonous substances, including insecticides, herbicides, fungicides, rodenticides and other similar substances. Prior to the use of such substances on or near the right-of-way, the permittee shall obtain from the District Manager approval of a written plan for such use. The plan shall state the type and quantity of material to be used, the pest to be controlled, the method of application and such other information as he may require. All use of such substances on or near the right-of-way shall be in accordance with the approved plan. If the use of a poison is prohibited by the Secretary of the Interior, it shall not be used. If use of a poison is limited by the Secretary of the Interior, it shall be used only in accordance with that limitation.

2. Permittee shall survey and clearly mark the exterior limits of the right-of-way. All activities directly or indirectly associated with the construction or maintenance of the irrigation pipeline must be conducted within the limits of the right-of-way.

3. Permittee shall notify the Department of Anthropology, Idaho State University, Pocatello, of proposed construction under this application in order that the University may negotiate with the permittee for the purpose of undertaking, prior to construction of the project, an archaeological survey and salvage excavation to be financed by the permittee.

*Boise
 B1
 U.S.*

Should additional sites, ruins, or artifacts be discovered during construction activities, construction will immediately be suspended and the BLM District Manager shall be notified. If the district manager finds the damage or destruction to historic or prehistoric remains or artifacts cannot be avoided as a result of planned construction activities, the permittee will be required to provide at his expense, proper scientific investigation. All investigation and salvage will be covered by an Antiquities Act Permit applied for by the agency doing the survey or salvage work.

4. All areas disturbed as a result of the construction and maintenance of the pipeline will be reseeded with crested wheatgrass at a rate of 8 lbs per acre.
5. The trench shall be backfilled to the same level as the existing terrain.

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JAN 15 2004

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Idaho Land Office
Room 334, Federal Bldg.
550 W. Fort St.
Boise, Idaho 83702

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant: I-2486
Name of grantee: Cletis L. Austin and William L. Austin Estate
Map showing the location and dimensions of grant:
Map designations: Proposed Irrigation Work - Austin
Date filed: November 26, 1968
Permitted use by grantee: Irrigation pipeline
Authority for grant: Act of March 3, 1891 (26 Stat. 1101), as amended.
Regulations applicable to grant:
Code reference: 43 CFR Sections 2234.1 and 2234.3-1
Circular number(s): 2161
Date of Grant: FEB 11 1969
Expiration date of Grant: Indefinite
Rental: None
Amount:
When payable by grantee:

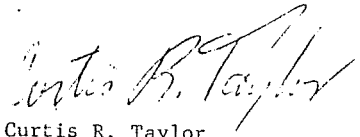
Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964, (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions.

1. All valid rights existing on the date of the grant.
2. All regulations in the circular(s) specified above.
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:

(a) Pursuant to 43 CFR 2234.1-3(c), the District Manager,
Boise District Office 230 Collins Road
Boise, Idaho, has the authority to
conduct all business with the grantee with respect to
use of lands and disposition of resources, and the
grantee is requested to contact him prior to the
beginning of construction.

ILC-2234-113
9-68


Curtis R. Taylor
Acting Manager, Land Office

MICROFILMED

JAN 15 2004

QUITCLAIM DEED

For Value Received

JOHN J. ETTER, SR., husband of CLETIS L. ETTER

do hereby convey, release, remise and forever quit claim unto
ROBERT H. BLANKSMA, JEFFERY C. BLANKSMA and JAMES A. BLANKSMA,
Star Route, Box 54D, Hammett, Idaho, each an equal undivided
interest in
the following described premises, to-wit:

PARCEL NO. 1:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 5: SW $\frac{1}{4}$
Section 6: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 8: W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

PARCEL NO. 3:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 7: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 5:

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 31: Lot 7 (Permission and Agreement from Idaho Power
Company to certain of vested owners for pumping
facilities and pipeline, on, over and across that
portion of said Lot 7 owned by Idaho Power Company,
to wit: That portion of said Lot 7 described in
Warranty Deed dated September 27, 1951, from Tim L.
Shenk and Edith Shenk, his wife, to Idaho Power
Company, recorded July 3, 1952, as Instrument No.
85209, Owyhee County Records.)

PARCEL NO. 6:

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 31: Lot 7 (Easement for pipeline purposes from Carl E.
Johnson to Cletis L. Austin dated February 6, 1969,
recorded February 25, 1969, as Instrument No.
122795, Owyhee County Records, on, over and across the

(continued on following page)

together with their appurtenances.

Dated: 13 August, 1976

John J. Etter, Sr.
John J. Etter, Sr.

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this _____ day of _____, 1976,
before me, a notary public in and for said State, personally
appeared JOHN J. ETTER, SR.

known to me to be the person who SE name _____
subscribed to the within instrument, and acknowledged to
me that he executed the same.

Alvin B. Spencer
Notary Public
Idaho

Residing at _____
Expires 24 Sept 1976

STATE OF IDAHO, COUNTY OF Owyhee

I hereby certify that this instrument was filed for record at
the request of Owyhee Title Co.

Recorded at _____ 30 minutes past 11:00 o'clock A.M.,
Commenced this _____ 3rd day of September
In my office, and duly recorded in Book _____
of _____ at page _____ Microfilmed

BARBARAJAYO

Ex-Officio Recorder

By James J. Jansen Deputy.

Fees \$ 2.00
Mail to:

MICROFILMED

JAN 15 2004

Howley, Rexell Coas & Howley
P.O. Box 1617
Buhl, ID 83701

INSTRUMENT NO. 149458

(continued from preceding page)

following described portion of said Lot 7: a rectangular strip of land 40 feet wide lying parallel with, and having as its westerly boundary line, the following described line: Beginning at the South quarter corner of Section 31, Township 5 South, Range 7 East, B. M., and running thence North 0°30' East a distance of 1,210.0 feet, comprising 1.11 acres, more or less.)

PARCEL NO. 7:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 6: Lot 2 (Right of Way for irrigation pipeline dated February 11, 1969, Serial No. I-2486 granted by the United States Department of the Interior, Bureau of Land Management, to Cletis L. Austin and William L. Austin Estate, on, over and across said Lot 2.); recorded January 26, 1973 as Instrument No. 134723, Owyhee County Records.)

PARCEL NO. 8:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 263 + 48
SE $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 282 + 33
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Highway Station No. 249 + 66
(Easements from Owyhee County to Cletis L. Austin, et al., for pipeline crossings of unnumbered county highway (Federal Aid Project No. S-3703(2), dated August 9, 1971, recorded September 2, 1971, as Instrument No. 130034 and as amended by Easement recorded January 26, 1973, as Instrument No. 134724, Owyhee County Records.)

PARCEL NO. 9:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 9: NE $\frac{1}{4}$

PARCEL NO. 10:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 8: In the North 137.50 feet of NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: In the North 137.50 feet of N $\frac{1}{2}$ NW $\frac{1}{4}$
A right of way 3,967.2 feet in length and 25 feet in width located 12.5 feet on either side of the centerline thereof described as follows: Commencing at a point on the North section line of said Section 8 which point is North 89°48' East 3,962.0 feet from the Northwest corner of said Section 8; and running thence South 0°5' East 125.0 feet to a point, being the REAL POINT OF BEGINNING: and running thence North 89°45' East a distance of 1,320.6 feet to a point on the East line of said Section 8; and continuing thence into said Section 9, North 89°57' East a distance of 2,646.6 feet to a point being the TERMUNUS OF EASEMENT (said termunus of easement being on the North-South center section line of said Section 9 and being South 0°4' East a distance of 125.0 feet from the North section line of said Section 9.) (Right of Way for irrigation pipeline dated December 28, 1973, Serial No. I-7316 granted to Harold Blanksma, recorded February 4, 1974, as Instrument No. 139011, Owyhee County Records.)

MICROFILMED

JAN 15 2004

QUITCLAIM DEED

For Value Received

CLETIS L. ETTER, dealing with her sole and separate property

do hereby convey, release, remise and forever quit claim unto
ROBERT H. BLANKSMA, JEFFERY C. BLANKSMA and JAMES A. BLANKSMA,
Star Route, Box 54D, Hammett, Idaho, each an equal undivided
interest in
the following described premises, to-wit:

PARCEL NO. 3:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 7: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 8: W $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL NO. 5:

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 31: Lot 7 (Permission and Agreement from Idaho Power
Company to certain of vested owners for pumping
facilities and pipeline, on, over and across that
portion of said Lot 7 owned by Idaho Power Company,
to wit: That portion of said Lot 7 described in
Warranty Deed dated September 27, 1951, from Tim L.
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PARCEL NO. 6:

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recorded February 25, 1969, as Instrument No.
122795, Owyhee County Records, on, over and across the
following described portion of said Lot 7: a rect-
angular strip of land 40 feet wide lying parallel
with, and having as its westerly boundary line, the
following described line: Beginning at the South

(continued on the following page)
together with their appurtenances.

Dated: 13 August, 1976

Cletis L. Etter
Cletis L. Etter

STATE OF IDAHO, COUNTY OF TWIN FALLS
On this _____ day of _____, 1976,
before me, a notary public in and for said State, personally
appeared CLETIS L. ETTER

known to me to be the person who subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at _____, Idaho
Comm. Expires 24 Sept 1976

STATE OF IDAHO, COUNTY OF Owyhee
I hereby certify that this instrument was filed for record at
the request of Owyhee Title Co.

on the 25 minutes past 11:00 o'clock A. M.,
this 3rd day of September, 1976, in my office, and duly recorded in Book
of Deeds at page Microfilmed

BARBARA JAYO
Ex-Officio Recorder

By James L. Lippert Deputy.

Fees \$ 2.00
Mail to:

MICROFILMED

JAN 15 2004

Hawley, Truxel, Chinn & Hawley
P. O. Box 1617
Boni, Id. 83701

INSTRUMENT NO. 149437

continued from preceding page)

quarter corner of Section 31, Township 5 South, Range 7 East, B. M., and running thence North 0°30' East a distance of 1,210.0 feet, comprising 1.11 acres, more or less.)

PARCEL NO. 7:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO

Section 6: Lot 2 (Right of Way for irrigation pipeline dated February 11, 1969, Serial No. I-2486 granted by the United States Department of the Interior, Bureau of Land Management, to Cletis L. Austin and William L. Austin Estate, on, over and across said Lot 2.); recorded January 26, 1973 as Instrument No. 134723, Owyhee County Records.

PARCEL NO. 8:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO

Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 263 + 48

Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Highway Station No. 282 + 33

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Highway Station No. 249 + 66

(Easements from Owyhee County to Cletis L. Austin, et al., for pipeline crossings of unnumbered county highway (Federal Aid Project No. S-3703(2), dated August 9, 1971, recorded September 2, 1971, as Instrument No. 130034 and as amended by Easement recorded January 26, 1973, as Instrument No. 134724, Owyhee County Records.)

PARCEL NO. 9:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO

Section 9: NE $\frac{1}{4}$

PARCEL NO. 10:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO

Section 8: In the North 137.50 feet of NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 9: In the North 137.50 feet of N $\frac{1}{2}$ NW $\frac{1}{4}$

A right of way 3,967.2 feet in length and 25 feet in width located 12.5 feet on either side of the centerline thereof described as follows: Commencing at a point on the North section line of said Section 8 which point is North 89°48' East 3,962.0 feet from the Northwest corner of said Section 8; and running thence South 0°5' East 125.0 feet to a point, being the REAL POINT OF BEGINNING: and running thence North 89°45' East a distance of 1,320.6 feet to a point on the East line of said Section 8; and continuing thence into said Section 9, North 89°57' East a distance of 2,646.6 feet to a point being the TERMINUS OF EASEMENT (said terminus of easement being on the North-South center section line of said Section 9 and being South 0°4' East a distance of 125.0 feet from the North section line of said Section 9.) (Right of Way for irrigation pipeline dated December 28, 1973, Serial No. I-7316 granted to Harold Blanksma, recorded February 4, 1974, as Instrument No. 139011, Owyhee County Records.)

MICROFILMED

JAN 15 2004

WARRANTY DEED

For Value Received

CLETIS L. ETTER, dealing with her sole and separate property,
the grantor, does hereby grant, bargain, sell and convey unto
ROBERT H. BLANKSMA, JEFFERY C. BLANKSMA and JAMES A. BLANKSMA
Star Route, Box 54D, Hammett, Idaho
equal undivided interests in
the grantee s/ the following described premises, to-wit: Owyhee County Idaho, to wit:

PARCEL NO. 1:

IN TOWNSHIP 6 SOUTH, RANGE 7 EAST, B. M., OWYHEE COUNTY, IDAHO

Section 5: SW $\frac{1}{4}$

Section 6: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 8: W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee S, that she is the owner in fee simple of said premises; that said
premises are free from all incumbrances except those of record and 1976 taxes.

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: 13 August, 1976

Cletis L. Etter
Cletis L. Etter

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this _____ day of _____, 1976,
before me, a notary public in and for said State, personally
appeared CLETIS L. ETTER

known to me to be the person who so name is:
scribed to the within instrument, and acknowledged to
that she executed the same.

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF Owyhee

I hereby certify that this instrument was filed for record at
the request of Owyhee Title Co.

at 20 minutes past 11:00 o'clock A.M.,
this 3rd day of September
1976, in my office, and duly recorded in Book
of Deeds at page Microfilmed

BARBARA JAYO

Ex-Officio Recorder

By James J. Jenson Deputy.

Fees \$1.00

Mail to: Hamley Trust Co., P.O. Box 1617

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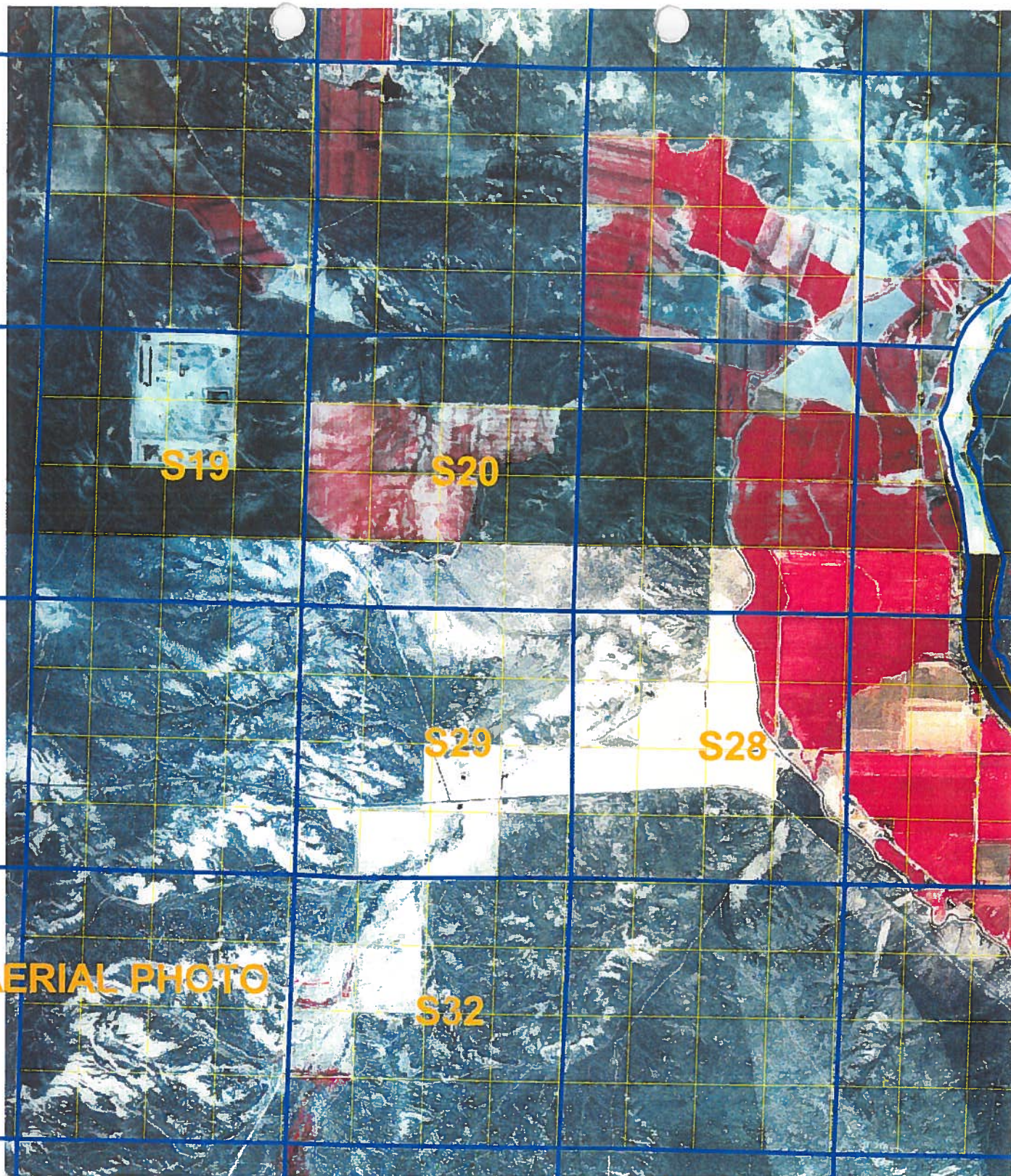
JAN 15 2004

INSTRUMENT NO. 148456

ATTACHMENT 8

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JAN 15 2004

SCANNED
AUG 01 2003



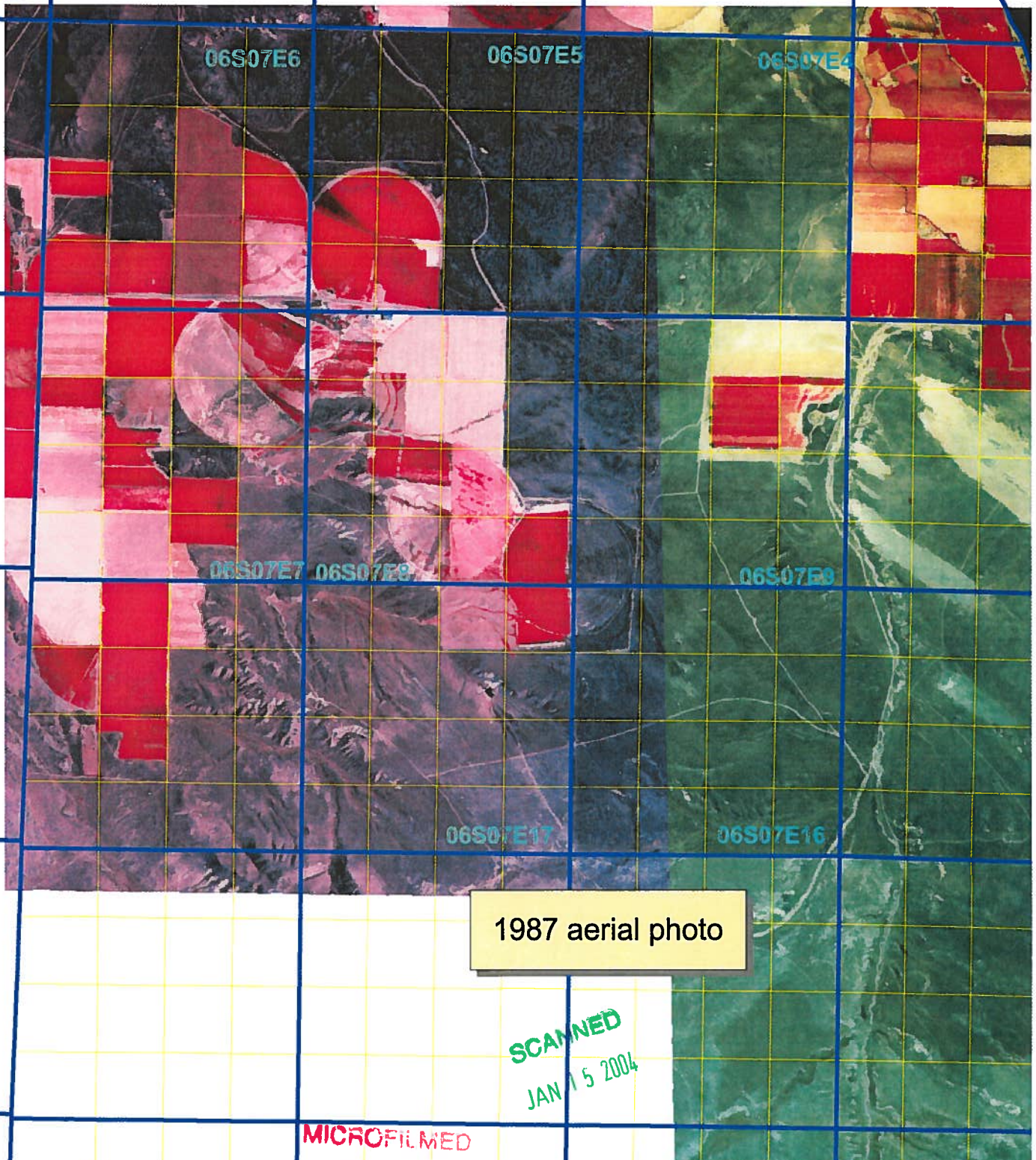
1987 AERIAL PHOTO

Old Place of Use

MICROFILMED
JAN 15 2004

SCANNED
JAN 15 2004

New Place of use



06S07E6

06S07E5

06S07E4

06S07E7 06S07E8

06S07E9

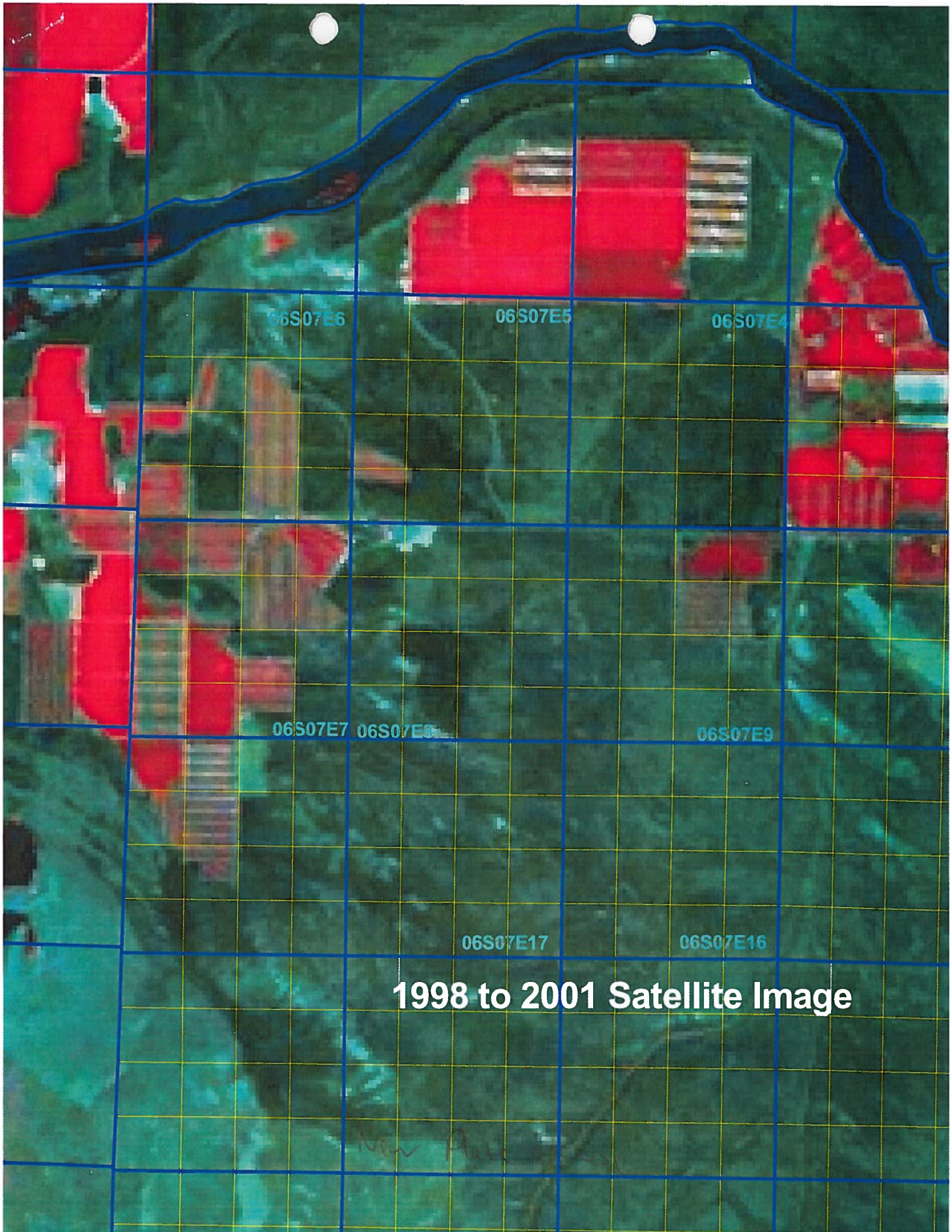
06S07E17

06S07E16

1987 aerial photo

SCANNED
JAN 15 2004

MICROFILMED
JAN 15 2004



06S07E6

06S07E5

06S07E4

06S07E7 06S07E8

06S07E9

06S07E17

06S07E16

1998 to 2001 Satellite Image

New River

ATTACHMENT 9

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JAN 15 2004

SCANNED
AUG 01 2003

Water Rights Appurtenant to New Place of Use Proposed Under Transfer

02 -7019A

02-7022A

02-7023A

02-7102A

02-7124

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JAN 15 2004

ATTACHMENT 10

SCANNED

AUG 01 2003

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JAN 15 2004



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 3/24/93

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A02-02267
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): HAROLD & DOROTHY STEINER
BOX 2060
MURPHY ID 83650
- ☐ New Owner/Claimant (Purchaser): ENVIROSAFE SERVICES OF IDAHO, INC
- ☐ New Mailing Address: PO BOX 16217
BOISE ID 83715
- ☐ New Telephone Number: (208) 384-1500
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☒ Attach proof of ownership, describe proof attached: _____
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s) David L. Hoage, President Date 4/2/93
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed: _____
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any: _____

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED
SEP 19 1996

MICROFILMED
JAN 22 1997

JAN 15 2001

WARRANTY DEED

FOR VALUE RECEIVED,
HAROLD A. STEINER and DOROTHY J. STEINER, husband and wife,
the Grantors, do hereby grant, bargain, sell and convey unto
ENVIROSAFE SERVICES OF IDAHO, INC.

the Grantee, whose current address is P. O. BOX 16217
Boise, Idaho 83715-6217
the following described real property, located in Owyhee
County, Idaho, to-wit:

IN TOWNSHIP 4 SOUTH, RANGE 2 EAST, B. M., OWYHEE COUNTY,
IDAHO
Section 20: S½N½, N½S½

Together with all and singular the tenements, hereditaments
and appurtenances thereunto belonging or in anywise
appertaining, including all water and ditch rights and
rights of way for water and ditches.

TO HAVE AND TO HOLD the said premises, with their
appurtenances unto said Grantee, its heirs and assigns
forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee
simple of said premises; that said premises are free from
all encumbrances except: None.

Subject to such rights, easements, covenants, restrictions
and zoning regulations as appear of record or by use upon
the premises.

Taxes and assessments of all taxing units not yet due and
payable.

Reservations in patents or state grants or in acts
authorizing the issuance thereof.

All repayment contracts between any irrigation district
within which the premises are situated and any government or
agency.

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JAN 22 1997 SEP 19 1996
MICROFILMED
JAN 15 2004

The bonded debt of all taxing units within which said premises are located.

Restrictions imposed by law, ordinance, or regulation imposed by any governmental entity, department or agency.

Restrictions contained in any covenants of record affecting the premises.

All rights of way or easements affecting the premises regardless of how evidenced or acquired and whether the same appear of record or not.

DATED: 3-24-93

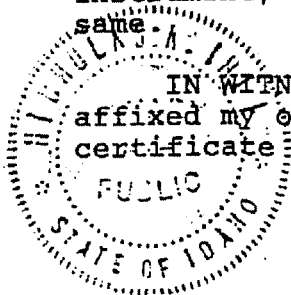
Harold A. Steiner
Harold A. Steiner

Dorothy J. Steiner
Dorothy J. Steiner

STATE OF IDAHO, COUNTY OF OWYHEE, ss.

On this 24th day of March, 1993, before me, a Notary Public, in and for the State, personally appeared HAROLD A. STEINER and DOROTHY J. STEINER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Nicholas K. Shih
Notary Public for Idaho
Residing at Murphy, Idaho
Commission Expires: 1/31/94

BARBARA JAYO
OWYHEE COUNTY RECORDER
BY C. Mendenhall
DEPUTY

FILED - RECORDED

93 MAR 24 PM 12 14

209923

MICROFILMED
SEP 19 1996

REQUEST OF
JAN 22 1997
6:00

MICROFILMED
JAN 22 1997

JAN 15 2004

INDEXED
MICROFILMED

ATTACHMENT 11

MICROFILMED

JAN 15 2004

SCANNED

AUG 01 2003

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

(Instructions on back of application)

To the Secretary of State of the State of Idaho:

Pursuant to Section 30-1-1504 Idaho Code, the undersigned Corporation hereby applies for an amended certificate of authority to transact business in the State of Idaho and for that purpose submits the following statement. Complete only applicable items.

1. A Certificate of Authority was issued to the corporation by your office on JUNE 16, 1981
authorizing it to transact business in the State of Idaho under the name of _____
ENVIROSAFE SERVICES OF IDAHO, INC.
2. Its corporate name has been changed to US ECOLOGY IDAHO, INC.
3. The name which it shall use hereafter in the State of Idaho is US Ecology Idaho, Inc.
4. It has changed its jurisdiction of incorporation, without a change of corporate identity to
NO CHANGE

Dated: May 1, 2001

US ECOLOGY IDAHO, INC.

(Corporation Name)

By

Jeanette Norris Green

Its

Jeanette Norris Green
Assistant Secretary

(specify capacity of signer)

Customer Acct #:

IDAHO SECRETARY OF STATE

(if using pre-paid account)

05/01/2001 489900
CR: 84468 CT: 28168 BH: 394421

1 @ 30.00 = 30.00 AMEND CERT N 2
1 @ 28.00 = 28.00 EXPEDITE C N 3

C67012

MICROFILMED

JAN 15 2004

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "ENVIROSAFE SERVICES OF IDAHO, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "US ECOLOGY IDAHO, INC.", THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MAY, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1103598

DATE: 04-27-01

0915105 8320

010203135

0915105 8320 P.02/04

C T CORPORATION SYSTEM

MAY-01-2001 12:17

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JAN 15 2004

State of Idaho

Office of the Secretary of State

AMENDED CERTIFICATE OF AUTHORITY

OF

ENVIROSAFE SERVICES OF IDAHO, INC.

File Number C 67012

I, PETE T. CENARRUSA, Secretary of the State, hereby certify that an Application for Amended Certificate of Authority, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Amended Certificate of Authority to reflect the name change from ENVIROSAFE SERVICES OF IDAHO, INC. to **US ECOLOGY IDAHO, INC.** and attach hereto a duplicate of the application for such amended certificate.

Dated: May 1, 2001



Pete T. Cenarrusa
SECRETARY OF STATE

By *Sharon Daines*

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JAN 15 2004