

RECEIVED
JUN 15 2011
DEPARTMENT OF
WATER RESOURCES

Water Supply Bank No. _____
(for Department use only)

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

Name of Renter Owyhee Farming Company, LLC Phone _____

Mailing address PO Box 310 American Falls, Idaho 83211 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
3.7 740 Irrigation 3/01 to 11/15
 _____ to _____
 _____ to _____
 Total: 3.7 740

2. Source of water Sinker Creek tributary to Snake River

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
04S	02W	11			SE	NW	Owyhee

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S	01W	5		31	31		31			31						30	31		185.0

If the use is for irrigation, show total number of acres proposed through rental. **Total Acres** 185.0

B. OWNERSHIP

- Do you own the land at the proposed point of diversion?
 Yes X No _____ **If no**, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. _____
- Do you own the land at the proposed place of use?
 Yes _____ No X **If no**, list owner, contact information, and provide documentation of the authority to use the proposed place of use. See attached lease agreement

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Existing pumps, main lines, new pivots
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above. 57-179, 57-180B, 57-181, 57-7152, 57-7385, 2-2361, 2-2370, 2-7001, 2-10020
3. Will the proposed place of use receive water from any other source?
No ☒ Yes ☐ If yes, describe. _____
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental?
No ☒ Yes ☐ If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation?
No ☐ Yes ☐ If yes, describe. _____

E. RENTAL TERM

1. Do you wish to rent water from the Board's bank for more than one (1) year?

No ☐ Yes ☒

If yes, please specify the number of years desired through proposed rental. 2

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. The Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant

Printed Name and Title*

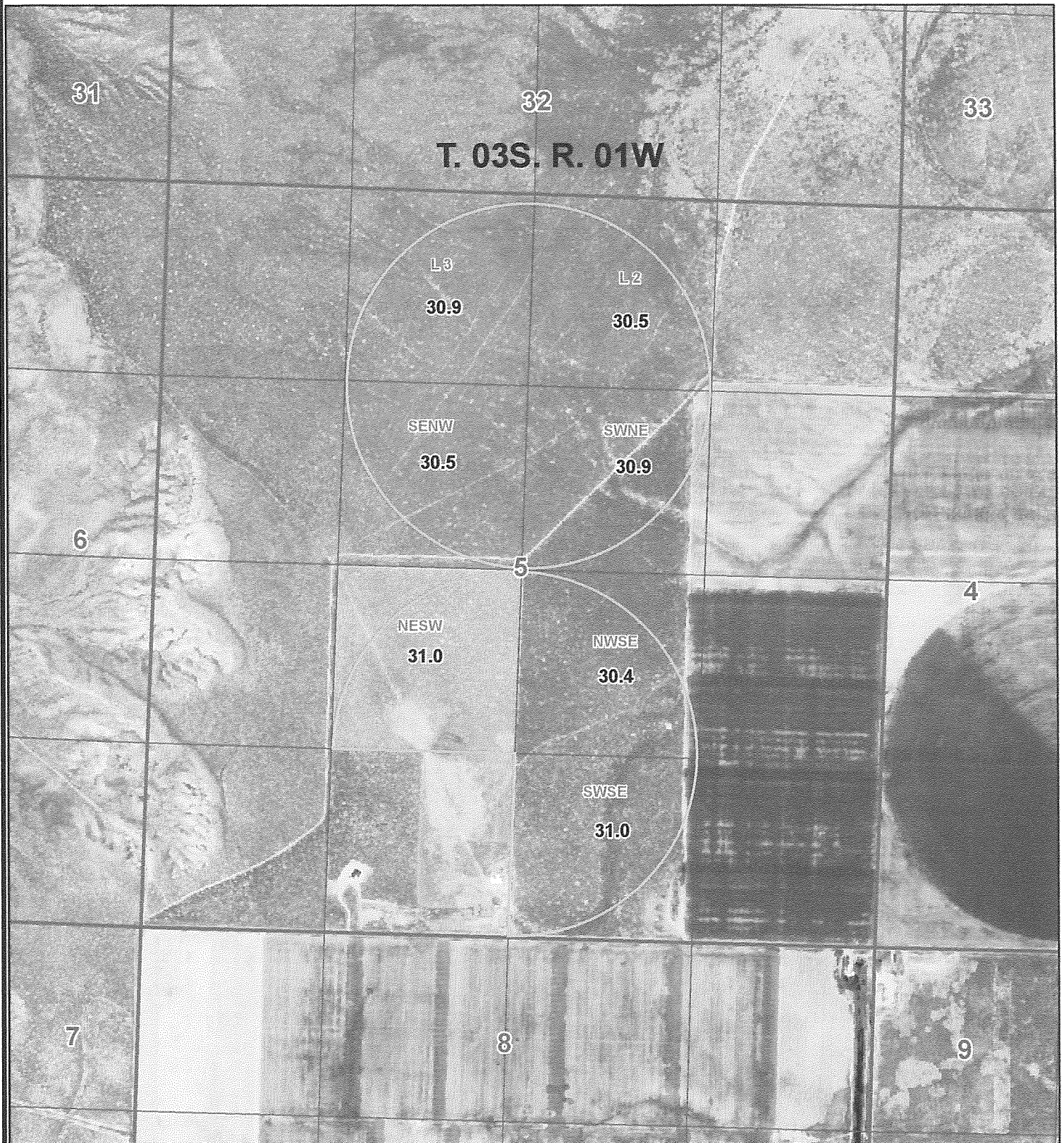
Date

Signature of Applicant

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney



0 250 500 1,000 Feet

**LANCE FUNK - MURPHY FLATS WATER COMPANY INC
WATER BANK RENTAL MAP
NAIP 2009 AERIAL**

Legend

Pivots Proposed

- RENTAL
- Sections_New
- QQ_lines_new



FILED EFFECTIVE



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

10 DEC 10 PM 2:43

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Owyhee Farming Company, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

2765 Fairgrounds Road, American Falls, ID, 83211

(Street Address)

P. O. Box 310, American Falls, ID, 83211

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Richard F. Goodson

(Name)

877 Main Street, Suite 1000, Boise, ID, 83702

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name**Address**

Lance D. Funk

2765 Fairgrounds Road, American Falls, ID, 83211

5. Mailing address for future correspondence (annual report notices):

P. O. Box 310, American Falls, ID, 83211

6. Future effective date of filing (optional):

Signature of a manager, member or authorized person.

Signature Richard F. GoodsonTyped Name: Richard F. Goodson, Attorney for Co.

Signature _____

Typed Name: _____

Secretary of State use only

 IDAHO SECRETARY OF STATE
 12/10/2010 05:00
 CK: 123784 CT: 1177 BH: 1250465
 1 @ 100.00 = 100.00 ORGAN LLC # 2
 1 @ 20.00 = 20.00 EXPEDITE C # 3

W98608



FARM LEASE

THIS FARM LEASE is made this 1st day of February, 2011, by and between Wintercamp Ranch Trust hereinafter referred to as the "Lessor", and Owyhee Farming Company, LLC., hereinafter referred to as the "Lessee".

WITNESSETH:

On and subject to the covenants, terms, conditions and agreements herein contained, Lessor herewith leases to Lessee and Lessee herewith leases from Lessor, the following described real property, including all improvements thereon, situated in Owyhee County, Idaho, all hereinafter referred to as "the Property", to-wit:

In Township 3 South, Range 1 West, Boise Meridian, Owyhee County, Idaho

Section 5: Government lots 2 and 3, Southwest Quarter of the Northeast Quarter, Southeast Quarter of the Northwest Quarter, West Half of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter

EXCEPTING there from the easterly 25 feet of the following described property:

Government lot 2, the Southwest Quarter of the Northeast Quarter and the West Half of the Southeast Quarter in Section 5, Township 3 South, Range 1 West, Boise Meridian, Owyhee County, Idaho

The phrase "the Property" shall include in addition to the above-described real property all current fencing now located thereon. The Lessor will be placing multiple wind turbines on the non irrigated portions of the Property that will not impact the farmable irrigated portion of the Property. Lessor will receive all revenue generated by wind turbines. Lessee will not have any interest or ownership in the wind turbines.

1. TERM OF LEASE. The term of this Lease is for 10 crop year periods which shall commence on the 15th day of February, 2011 and shall terminate on November 1, 2020, or as soon as all crops grown during the 2020 crop season are harvested, but in no event later than November 1, unless renewed or sooner terminated in any manner hereinafter provided.

2. RENT. The rent for the premises in the 2011 thru 2020 crop years shall be [REDACTED] each year (based on 220 irrigable acres) due on or before February 15, 2011, and each February 1 thereafter, to, and including, February 15, 2020. All rental payments shall be made to Wintercamp Ranch Trust.

3. INTEREST ON DELINQUENT RENT. In the event of the nonpayment of rent by Lessee to Lessor in the full amount and at the time(s) required by this Lease, with such nonpayment continuing for more than ten (10) days after due, then the full amount of delinquent rent, without notice or demand, shall commence to bear interest from the due date at the rate of eighteen percent (18%), per annum, until paid in full. No default on account of delinquent rent payment(s) shall be cured until the interest required by this paragraph is paid in addition to the delinquent rent payment(s).

4. USE OF THE PROPERTY. The Property shall be used by Lessee for the growing and harvesting of only one or more of the following crops: potatoes, wheat, hay corn, and/or sweet corn and may include second cropping and planting of cover crops. Lessee covenants and agrees to operate, farm and maintain the Property in a good, husband-like manner according to the best standards followed in the area in which the Property is situated, and without unnecessary interruptions or delays Lessee shall furnish at Lessee's sole expense all labor, machinery, equipment, supplies, fertilizers, seeds,

pesticides, chemicals and everything else reasonably necessary and proper to end that the Property will produce crops of good quantity and quality.

5. RETURN OF THE PROPERTY. At the termination of this Lease, Lessee agrees to plant Property to a perennial grass crop to prevent soil erosion and shall deliver up the Property in as good a condition as the same was at the time Lessee took possession hereunder, natural deterioration, depreciation, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this Lease and Act of God alone excepted.

6. CONDITION OF THE PROPERTY. Lessee herewith certifies and agrees that Lessee has personally inspected the Property and that the Property is tenantable and suitable for the uses and purposes of Lessee.

7. WASTE. Lessee shall not commit or permit spoil or waste on any of the Property and shall surrender peaceful possession thereof to Lessor at the termination of this Lease in a clean and neat condition, free and clear of all refuse and debris.

8. TAXES. Lessor shall pay all real estate taxes and assessments levied by Owyhee County, Idaho, against the Property during the term of this Lease. Lessee shall pay all personal property taxes assessed by any governmental agency against personal property owned by Lessee or in which Lessee has rights which is maintained or used at any time on the Property.

9. WATER. Lessee shall pay all water charges assessed or billed for irrigation water delivered, used on or supplied to the Property. Lessee plans on moving water rights to the Property on a temporary basis. Lessor does not now or will ever have any ownership or controlling interest in Lessee's water rights for water used on Property. Lessor shall cooperate with Lessee in the transfer of said water rights, if necessary, and shall relinquish said rights to Lessee upon the termination of this lease. In the event that

Lessee is not able to transfer irrigation water rights in any particular year of this agreement the Lessee will not be required to pay the Lessor annual rent payment for that year.

10. UTILITIES. Lessee shall pay all charges, including any interest and penalty charges for late payment, for electricity or other utilities used on the Property.

11. INDEMNITY AND INSURANCE. Lessee shall defend, indemnify and hold Lessor harmless from all claims, liability and damages arising out of or in connection with the possession, use, occupation or operation of the Property or mere presence thereon by Lessee or Lessee's agent, employees, independent contractors, successors, assigns, family, invitees, licensees, or any third persons either lawfully or unlawfully on the Property and shall procure and keep in full force during the term of this Lease a policy or policies of liability and property damage insurance in amounts reasonably adequate to defend, indemnify and protect Lessee, Lessee's family or any third person or persons and/or property arising out of or in connection with the possession, use, occupation and operation of the Property and shall also carry public liability and property damage insurance with reference to any motor vehicle used in connection with the possession, use, occupation and operation of the Property.

12. OPERATING EXPENSES. Lessee shall defend, indemnify and hold Lessor completely harmless from and shall, except as otherwise specifically provided herein, pay or provide for all expenses incurred in any way in the use and operation of the Property and performance of Lessee's covenants herein, and whether incurred by Lessee, Lessee's agents, employees, or independent contractors, or by third persons, including but not limited to, costs of seed, sets, roots, nursery stock, fertilizer, pesticides, chemicals, cultivation and harvesting costs, transportation costs, labor, custom work, equipment hired, agricultural testing and consulting charges.

13. ENCUMBRANCES. Lessor covenants and agrees to keep the Property free and clear of all liens, security interests and encumbrances of any kind or nature (all hereinafter "encumbrances"); provided that, Lessee may, as is reasonably necessary to permit Lessee's effective agricultural use of the Property, encumber the crops growing or to be grown by Lessee on the Property (but not the Property) with crop financing or operating loans, but only to the extent that any such liens or encumbrances are subordinate to Lessor's right to receive full and timely rent as required herein. In furtherance of Lessor's covenants contained in this paragraph, Lessor agrees to discharge any encumbrances which may be filed or recorded against the Property and all crops thereon for any reason arising out of Lessee's possession, use, occupation and maintenance of the Property and to discharge any encumbrances at Lessor's own cost and expense. Failure of Lessor to discharge any encumbrances in the manner herein provided, shall be deemed a breach of this Lease entitling Lessee to withhold payment of this Lease and surrender lease payment to lien holder to protect Lessee's claim to crops and crop proceeds from the Property. Lessee understands that Lessor has a Real Estate Contract on the Property with a balance of 5 annual payments due. Lessee agrees to make scheduled payments on Real Estate Contract.

14. IMPROVEMENTS. Lessee may, at the sole cost and expense of Lessee, make such repairs, additions and improvements to the Property as are deemed necessary to properly irrigate, drain and farm the Property. The nature of the repairs, additions or improvements made shall be at the sole discretion of Lessee but shall, unless removable or changeable without substantial damage to the Property, become the property of the Lessor at the termination of this Lease; provided that, Lessee shall not remove, destroy or substantially alter any existing improvements or those hereafter placed on the Property by Lessor, if any, including irrigation systems, structures or fences, without prior written

consent of Lessor. At the end of the lease term, Lessee shall remove the above-ground portions of the irrigation system, including, but not limited to, center pivot irrigators, booster pumps, motors, electrical equipment and switch gear. Lessor shall be entitled to the valves and underground portions of the system located on Lessor's property.

15. WEEDS. During the term of this Lease, particularly during the growing season and immediately after completion of harvest, Lessee shall, at the sole cost and expense of Lessee, cut, burn, pull, treat or otherwise dispose of all noxious weeds on the Property, particularly those which may grow or accumulate along fences, ditches or other improvements, field borders, rights-of-way, drains, roads and other cultivated areas, which shall include disposing of all noxious weeds before the same go to seed regardless of whether such disposal is required by law. In the event Lessee does not dispose of all weeds as required by this paragraph, Lessor shall have the right to dispose of same and Lessee hereby specifically agrees that Lessee will, on demand of Lessor, reimburse Lessor for all costs and expenses incurred by Lessor in disposing thereof.

16. CHEMICALS. Lessee covenants and agrees that Lessee shall not, during the term of this Lease, use any chemical, pesticides or fertilizers on the Property, where such use is prohibited by any product label or governmental authority; or, if such use is not prohibited but is restricted in any manner, Lessee shall not violate any use restriction. Lessee agrees not to use any chemicals that would prevent a perennial grass crop from being established at the termination of this agreement.

17. IRRIGATION. Lessee shall irrigate and water the Property in such a manner as to properly water all crops and to prevent erosion, washing away of the soil, or the drying up of farm crops and to irrigate the Property and the crops grown thereon in a good husband-like manner in accordance with the best prevailing local crop irrigation practices. Lessee agrees to assume all responsibility and liability for the disposal of waste

water off the Property in a lawful manner without damage to adjoining or neighboring lands at the sole cost and expense of Lessee and to defend, indemnify and hold Lessor harmless therefrom.

18. INSPECTION. Lessee agrees to permit Lessor, and Lessor's agents, free and unlimited access to the Property at all reasonable times for the purpose of construction and maintenance of purpose Wind Turbine Project, inspection or of making repairs, additions or alterations to portions of the Property under the control of Lessor, if any; provided that, this right to repair shall not be construed as an agreement or requirement on the part of Lessor to make any repairs, additions or alterations to the Property.

19. REPAIRS BY LESSOR. Neither Lessor nor Lessor's successors or assigns shall be held to any covenant respecting the condition of the Property or improvements thereon, nor to any agreement for alterations, improvements or repairs unless said agreement is in writing and either contained in this Lease or attached to and made part of this Lease.

20. REMOVAL OF SOIL, GRAVEL. Lessee shall not remove or permit removal of any soil, sand or gravel from the Property.

21. FAILURE TO PAY OR PERFORM. If Lessee fails to pay any sums required to be paid to any third parties by the terms of this Lease in the full amount and precisely at the times required or fails to provide or maintain insurance or to perform any other act(s) as herein required, Lessor may, but shall not be obligated, to make such payment, to effect such insurance or to perform such act(s) and all sums paid or expenses incurred by Lessor including attorney's fees reasonably incurred by Lessor together with interest on all of said sums at the rate of eighteen percent (18%), per annum, from the dates of payment or expenditure until repaid, shall be payable by Lessee to Lessor

immediately on Lessor's demand, all without prejudice to any other rights Lessor may have by reason of such defaults.

22. LESSEE'S DEFAULT. Lessee shall be in default of this Lease if Lessee (a) fails to timely observe or perform any term, covenant, condition herein set forth; (b) fails or neglects to make the full amount of any payment of rent, interest or any other amounts required to be paid by Lessee in the full amount and precisely when obligated to do so; (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against Lessee under any bankruptcy, wage earner's, reorganization or similar act; (d) permits the Property or any part thereof or Lessee's interest therein to be attached, seized or in any manner restrained or impounded by process of any court; (e) abandons the Property for more than twenty (20) consecutive days (unless the Property is otherwise occupied); or (f) assigns, transfers or sublets the Property or any portion thereof, or assigns or transfers this Lease or any interest therein in any manner other than as permitted by the terms of this Lease.

23. LESSOR'S REMEDIES. In the event Lessee is in default of this Lease, Lessor may, at Lessor's election, exercise the following remedies:

- (a) Suit for Delinquencies. Lessor may institute suit for any sums then due and payable under this Lease as of the date of the judgment and any sums which have been advanced by Lessor pursuant to the provisions of this Lease, together with interest on all of said sums at the rate or rates specified in this Lease from the date each such amount was advanced or due, as the case may be, to and including the date of collection;
- (b) Forfeiture and Repossession. Lessor may cancel and render void all rights, titles, and interests of Lessee and Lessee's assigns and successors in this Lease and in the Property (including all of Lessee's then existing rights, interest and estates therein and improvements thereon, including all crops) by giving a Notice of Intent to Forfeit and said cancellation and forfeiture shall become effective if the default specified in the Notice of Intent to Forfeit has not been fully cured within twenty (20) days thereafter. Upon forfeiture of this Lease, Lessor may retain all payments made hereunder by Lessee and may take immediate possession of the Property and summarily

eject Lessee or any person or persons claiming by, through or under Lessee remain in possession of the Property more than three (3) days after such forfeiture, Lessee, or such person or persons, shall be deemed as unlawfully detaining the Property and Lessor shall be entitled to institute an action for summary possession of the Property and may recover from Lessee or such person or persons in such proceedings, the fair rental value of the Property for the use thereof from and after the date of forfeiture, plus costs, including Lessor's reasonable attorney's fees;

- (c) Specific Performance. Lessor may institute suit to specifically enforce any of Lessee's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction;
- (d) Remedies under the Uniform Commercial Code. Lessor shall have and Lessee hereby grants to Lessor, all of the rights and remedies contained in the Washington Uniform Commercial Code, RCW Title 62A, in effect as of the date of Lessee's default and to the extent such rights and remedies may be applicable to the type or types of collateral affected thereby.

All the foregoing remedies are cumulative and are not mutually exclusive and may be exercised in conjunction with each other to the extent permitted by law or in equity and shall be in addition to other rights or remedies granted by law or in equity for breach of this Lease.

24. WAIVER OF CERTAIN DEFENSES. In any action or proceeding to enforce any remedy provided herein, no defense of adequacy of security, or that resort must first be had against the security, or that Lessor must first pursue any other person shall be asserted. Without limiting the generality of the foregoing, Lessee, in the event Lessee is in default of this Lease, expressly waives any legal or equitable rights that Lessee may have with respect to marshaling of assets and this waiver shall be binding upon all parties claiming by, through, or under Lessee and all other parties claiming any interest in the Property. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered.

25. OTHER SECURITY. Lessor may resort for the payment of any sums due hereunder to any other security held by Lessor in such order and manner as Lessor may elect. Without affecting the liability of any other person for the payment of any obligation mentioned herein and without affecting any remedies hereunder with respect to any of the Property, Lessor may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, take or release any other security or make compositions or other arrangements with debtors. Lessor may also accept additional security, either concurrently herewith or thereafter, and sell the same or otherwise realize thereon, either before, concurrently with, or after the exercise of any remedy hereunder.

26. NOTICE. Any notice, declaration, demand or communication to be given by a party to this Lease to the other shall be in writing and transmitted to the other party by certified U.S. Mail, return receipt requested, postage fully prepaid, addressed as follows:

To Lessor: Wintercamp Ranch Trust
 P.O. Box 1
 Murphy, ID 83650

To Lessee: Owyhee Farming Company LLC
 P.O. Box 310
 American Falls, ID 83211

the mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices complying with this paragraph shall be deemed effective (2) business days following the deposit thereof in the U.S. Mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may by notice change such address for notice.

27. PEACEFULLY HOLD. Lessor hereby covenants that upon Lessee paying the rent hereby reserved and observing and performing several covenants herein contained, Lessee shall peacefully hold and enjoy the property during the term of this lease.

28. ASSIGNMENT. Lessee shall not convey, transfer or assign this lease or any interest in the property, or any portion thereof, or enter into any sublease of all or any portion of the property without first obtaining the written consent of Lessor which consent will not be reasonably withheld so long as any potential assignee or sub-Lessee can establish his financial ability and business acumen to perform Lessee's obligations specified in this Lease.

29. ATTORNEY'S FEES. If either party shall be in default under this lease, the non-defaulting party shall have the right at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce such party's rights under this lease. The defaulting party hereby covenants and agrees to pay all costs and expenses so incurred by the non-defaulting party, including but without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall cause a failure of cure of the specified default and shall in itself constitute a further and additional default of this lease. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this lease or for any cause arising out of this lease, the prevailing party in such action shall be entitled to reimbursement from the losing party for all of its court costs and reasonable attorney's fees and fees or costs normally charged or advanced by such attorneys for items such as reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting

fees or other advanced costs and fees, including such costs and fees that are incurred on appeal and in the enforcement in any judgment. In the event it is necessary for either party to employ counsel or incur expense, in or out of court in any bankruptcy or reorganization proceedings, to enforce, establish or protect such party's rights hereunder, such party who prevails therein or so protects or establishes such party's rights hereunder shall be entitled to recover all reasonable attorney's fees and expenses so incurred. All payments and reimbursements required by this paragraph shall be due and payable on demand, and may be offset against any sums owed to the party so liable in order of maturity, and shall bear interest at the rate of eighteen percent (18%), per annum, from the date of demand to and including the date of collection or the due date of any sum against which the same is offset, as the case may be.

30. NON-WAIVER. Any extension of time in payments or acceptance or part thereof or failure of Lessor to promptly enforce any breach of this lease shall not be construed as a waiver on the part of the Lessor of the strict performance of all of the terms, covenants, agreements or conditions herein, and shall not prejudice any of Lessor's rights or remedies.

31. TIME OF ESSENCE. Time is specifically declared to be of the essence of this lease and of the payment of all sums and the performance of all acts required to be done and performed by the parties hereto.

32. PARAGRAPH HEADINGS. The capitalized and underscored word or words appearing at the commencement of paragraphs and subparagraphs of this lease are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

33. NUMBER AND GENDER. The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Lessor" and "Lessee" refer to either the singular or the plural, as the case may be.

34. INVALIDITY. In the event any portion of this lease should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof. In all provisions of this lease where Lessee may be obligated to pay interest to Lessor, it is the intention of Lessor to charge a lawful rate of interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amount so determined to be above the legal rate shall be applied against principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holder of this lease, said excess shall be refunded to Lessee on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this lease pertains.

35. LEGAL RELATIONSHIP. The parties to this lease execute the same solely as a landlord and a tenant. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. Unless otherwise specifically provided herein, no third party is intended to be benefited by this lease.

36. APPLICABLE LAW/CONSTRUCTION/VENUS. This lease shall be governed and interpreted in accordance with the laws of the State of Idaho. In the event this lease is in conflict with the provisions of any law or statutes governing the subject

matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this lease shall be laid in the county in which the property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

37. ENTIRE AGREEMENT. This lease contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this lease, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this lease, except to the extent that the same are expressed in this lease. This lease may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

38. HEIRS AND SUCCESSORS. This lease is and shall be binding upon the heirs, successors and assigns of the parties to the same extent that the parties are bound.

39. LIMITATION OF LIABILITY AND REMEDIES. Lessee agrees that Lessor's liability for any breach of this lease, or for any breach of any duty arising from or related to this lease; shall be limited to the amount of rent Lessee has paid to Lessor hereunder as of the time of the discovery of the breach, and Lessee's remedy for any breach of any duty by Lessor arising from or related to this lease shall be termination of the lease and recovery of any rent paid to Lessor hereunder while Lessor is in breach.

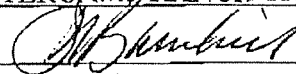
40. SCRUTINY. This lease has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to this being drafted by or for one of the parties. If in fact one of the parties has not submitted

this lease to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review. .

IN WITNESS WHEREOF, the parties hereto have executed this agreement the say and year first above written.

LESSOR

WINTERCAMP RANCH TRUST

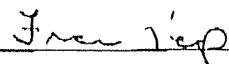
By: 

Title: TRUSTEE

DON BARNHILL

LESSEE

OWYHEE FARMING LLC

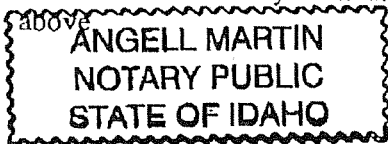
By: 

Title: member

STATE OF Idaho)
 County of Canyon) ss.

On this 17th day of Feb, 2011, before me, the undersigned, a Notary Public in and for the State of Idaho duly commissioned and sworn, personally appeared Donald Bernhill, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year last written



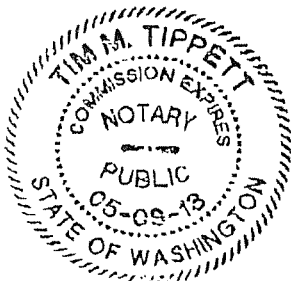
Angell Martin
 Notary Public in and for the State of
~~Washington~~, residing at Nampa ID
Idaho

Ex 1.20.17

STATE OF WASHINGTON)
 County of FRANKLIN) ss.

On this 28th day of FEBRUARY, 2011, before me, the undersigned, a Notary Public in and for the State of WASHINGTON duly commissioned and sworn, personally appeared FRANK TIEGS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year last written above.



Tim Tippet
 Notary Public in and for the State of
 Washington, residing at PASCO.