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RECEIVED
MAR 09 2010
Department of Water Resources
Eastern Region

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>35-13810</u>	_____	___	_____	_____	___
<u>35-13812</u>	_____	___	_____	_____	___
<u>35-08335</u>	_____	___	_____	_____	___
<u>35-08337</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

SUPPORT DATA

2. The following **REQUIRED** information must be submitted with this form:

IN FILE # 35-8335

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$100 - \$25 each
- ☒ B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- ☒ 3. Name and Address of Former Owner/Claimant(s) Roth Ranches Sid Roth
534 Taylor Am. Falls, ID 83211
- ☒ 4. New Owner/Claimant(s) Lance Funk Farms
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 310
- City, State and ZIP Code American Falls, ID 83211
- New Telephone Number (208) 226-5551
- ☒ 5. Date you acquired the property 1/31/08

Not done
NEED split

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by JR Date 3-10-10 Fee \$100
 Received by JR Date 3-10-10 Receipt No. E035639
 Processed by _____ AJ Date _____ WR _____ Date _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated (for reference purposes only) the 17TH day of January, 2008, is entered into by **ROTH RANCHES, a partnership consisting of THEODORE ROTH, ALAN ROTH, DENNIS ROTH, SIDNEY ROTH**, as partners, and **THEODORE ROTH, ALAN ROTH, DENNIS ROTH, SIDNEY ROTH, ELLEN FAYE ROTH, META G. ROTH**, as individuals, (hereinafter, collectively, "Seller"); and **LANCE D. FUNK and MONTY FUNK**, as individuals, or their assignee(s), (hereinafter, collectively, "Buyer"), who agree as follows:

1. Agreement to Purchase and Sell.

1.1 Real Property. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the following described parcels of real property consisting of 2,265 acres, m.o.l., in the County of Power, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, and of which Seller has no knowledge.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Canals and ditches.
7. Any rights, interest or easements in favor of the public

which exist or are claimed to exist over any part of said land covered by water.

8. Permitted Encumbrances as provided in Section 6 of this Agreement.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any water rights, reversions, any remainders, rents, CRP contract payments, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Seller.

Said real property is hereinafter collectively referred to as the "Real Property".

1.1.1 Homesteads. The Buyer agrees and understands that the homes, structures, granaries and outbuildings together with the appurtenant real property for the homesteads of Alan Roth, Dennis Roth and Theodore Roth are not included in the sale and are excluded from **Exhibit A**.

1.2 Appurtenant rights. Seller will transfer all use, wind, agricultural, mineral, gas, oil, gravel, and water rights with the property.

1.2.1 CRP payments. The CRP contract number 8779A including the payment from October 1, 2008 to September 30, 2010 is included in the sale and shall be transferred to Buyer. Buyer understands that the payment from 1997-2007 were transferred to a third party and are not included in the sale.

1.2.2 Water rights. Included with the property shall be Water Right No. 35-7255, 35-7825, 35-7926, 35-8335, 35-8336, 35-8337, not to exceed the amount of water needed for the beneficial use of the Property. Within one hundred twenty (120) days of the date of the recording of the Warranty Deeds, Buyer, at his sole expense, shall apply for a transfer of the water rights appurtenant to the Property and provide Seller with a copy of the completed transfer. Seller shall cooperate with the water right transfer to achieve the same.

1.2.3 Water Call Contingency. This Agreement is subject to the condition that in the event, prior to Closing, there is initiated any administrative or Idaho state court proceeding proposing to curtail the water usage of any associated Property appurtenant water right, the Buyer may, at his discretion elect to declare this Agreement null and void and all earnest money shall be returned to Buyer provided that the Buyer provide written notice of this election no later than ten (10) days prior to the Closing Date. If no such

written notice is given, any such proposed curtailment of water rights shall have no effect on this Agreement.

1.3 Survey. The Property descriptions rendered in Paragraph 1.1 as set forth in the incorporated **Exhibit A** are believed to be true and correct. At its election and sole expense and prior to the Closing (defined below) Buyer may cause the Property to be surveyed to determine the exact boundaries thereof. In the event such survey ("the Survey") is prepared, the description thereon shall supersede the description identified in Paragraph 1.1. Buyer and Seller each shall have the right to approve the Survey.

1.4 Tax Deferred Exchange. BUYER HEREIN ACKNOWLEDGES THAT IT IS THE INTENTION OF THE SELLER TO CREATE AN IRS CODE SECTION 1031 TAX-DEFERRED EXCHANGE AND THAT THE SELLER'S RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT MAY BE ASSIGNED TO _____ TO FACILITATE SUCH EXCHANGE. BUYER AGREES TO COOPERATE WITH THE SELLER AND _____ IN A MANNER NECESSARY TO ENABLE SELLER TO INITIATE SAID EXCHANGE AT NO ADDITIONAL COST OR LIABILITY TO THE BUYER.

1.5 Tangible Personal Property. That certain tangible personal property located on or used exclusively in connection with the operation or maintenance of the Real Property ("Tangible Personal Property"), including, without limitation, as follows:

SEE ATTACHED EXHIBIT "B"

2. Purchase Price.

2.1 Amount. The purchase price for the combined Real Property and Tangible Personal Property (hereinafter "the Property") is Four Million Twenty-Five Thousand and No/100 Dollars (\$4,025,000.00), subject to any offsets, credits, or adjustments to be applied at Closing (as defined below) as provided herein. The aggregate purchase price due under this Agreement is hereinafter referred to as "the Purchase Price." The purchase and sale of the Real Property and Tangible Personal Property are intended by the parties to be a sale of all elements of the Property and Tangible Personal Property, and are not severable or divisible. The Purchase Price shall be paid as provided in this Section 2.

2.2 Earnest Money. Upon the execution of this Agreement by the Buyer and the Seller, the Buyer shall deposit in escrow earnest money in the amount of Forty Thousand and No/100th Dollars (\$40,000.00) to be held by First American Title Company, 2240 E. Center St, Pocatello, Idaho, 83201, (208) 232-6224, (hereinafter "the Title

Company”) for the benefit of the Buyer and the Seller. Such deposit shall be returned by the Closing Agent to the Buyer if this Agreement does not close because of (i) the failure of a condition precedent or contingency, or (ii) any reason not the fault of the Buyer. If this Agreement does not close because of any reason not specified in the preceding sentence, the deposit shall be paid by the Closing Agent to the Seller as the agreed liquidated damages in the event Seller so elects as set forth in Paragraph 7.1.

2.3 Payment at Closing. At the Closing, Buyer shall tender to Seller cash payment or certified funds lawful money of the United States of America, in the amount of Three Million Nine Hundred Eighty-Five Thousand and No/100Dollars (\$3,985,000.00).

2.4 Financing. This Agreement is subject to the condition that Buyer be able to procure within forty-five (45) days a firm commitment for a loan anticipated to be secured by a mortgage or trust deed on the Property in the amount of Three Million Nine Hundred Eighty-Five Thousand and No/100Dollars (\$3,985,000.00), or such lesser sum as Buyer accepts, with interest not to exceed ten percent (10%) a year. If, after making every reasonable effort, purchaser is unable to procure the commitment within the time specified in this Agreement and has so notified seller within that time, this contract shall become null and void and all earnest money shall be returned to Buyer. However, if Seller, at Seller's option, within a like period of time following purchaser's notice, procures for purchaser such a commitment or notifies purchaser that seller will accept a purchase money mortgage on the same terms, this contract shall remain in full force and effect.

3. Closing Matters.

3.1 Closing. The transaction contemplated by this Agreement (hereinafter “the Transaction”) shall close at the office of the Title Company on March 15, 2008, or the next business day if such date falls on a Saturday, Sunday or holiday, or on such other date as may be acceptable to all of the parties. The applicable date for closing is hereinafter referred to as the “Closing Date.” The closing which this Agreement contemplates will occur on the Closing Date is referred to herein as the “Closing.”

3.2 Closing Through Escrow. The Closing shall occur through escrow, with the Title Company serving as escrow agent and closing agent for the parties. In connection with the Closing, each party shall deposit into escrow all of the documents and funds required of such party by this Agreement, for delivery when all conditions to the Closing have been met. In connection with the Closing, each of the parties or such party's attorney shall provide whatever instructions (not inconsistent with the provisions of this Agreement) to the Title Company such party deems necessary to enable or facilitate the Closing of the Transaction.

3.3 Closing Documents. On or before the Closing Date, the parties shall execute (if required by the nature of the material in question) and deliver to the Title Company each of the documents and other items listed below. Each such document or item shall be in form and substance reasonably satisfactory both to Seller and Buyer.

3.3.1 Warranty Deeds ("the Deeds") whereby Seller conveys to Buyer the Property in the form attached hereto as **Exhibit "C"** and by this reference incorporated herein.

3.3.2 The parties shall execute Escrow Instructions to the Title Company reasonably acceptable to all parties. This Agreement together with such Escrow Instructions shall constitute the directions to the Title Company with regard to the escrow. The Seller's proceeds stemming from the sale of the Property is subject to that certain *Mutual Release and Settlement Agreement* dated September 12, 2007 entered in that certain cause of action entitled *In Re: Sidney L. Roth and Ellen Faye Roth*, Case No. 06-40473-JDP, pending before the United States Bankruptcy Court for the District of Idaho.

3.3.3 An affidavit or statement, signed by or on behalf of Seller, as contemplated and containing the information required by Section 1445 of the Internal Revenue Code, to the effect that Seller is not a foreign person or organization.

3.3.4 The parties agree to execute such additional documents as may be requested by their respective counsel which may be reasonably necessary to complete the Closing of the Transaction.

3.3.5 Not later than three (3) days prior to the Closing Date, Seller shall have prepared and shall submit to Buyer for review forms of the documents proposed for use pursuant to this Paragraph 3.3. Buyer and Seller shall use reasonable efforts prior to the Closing Date to arrive at mutually acceptable forms for use in this regard.

3.4 Delivery of Closing Documents. The Title Company shall record the Deed and shall distribute to the parties counterparts of the rest of the documents listed in Paragraph 3.3, when the Title Company: (i) holds all of the documents listed in Paragraph 3.3; (ii) is prepared to issue the Owner's Policy called for by Section 6 below; and (iii) holds for delivery to Seller all cash from Buyer required to complete the Closing of the Transaction.

3.5 Fees and Costs. Any escrow fee or other Closing-related fee charged by the Title Company shall be shared equally by the parties. Buyer shall be responsible for all appraisal costs, financing charges, fees and costs incurred with any counsel representing

Buyer in connection with the Transaction. Seller shall be responsible for any cost associated with a Commitment for Title Insurance as set forth in Paragraph 6 herein.

3.6 Taxes. Property, ad valorem and similar taxes for the year of Closing with respect to the Property shall be prorated as of the Closing. Buyer shall be responsible for any and all such taxes, specifically including, without limitation, any real estate transfer tax and/or property taxes after Closing. Seller shall be responsible for any and all such taxes, specifically including, without limitation, any real estate transfer tax and/or property taxes prior to Closing.

3.7 Utility Deposits. All utility deposits paid by Seller (regarding electricity, gas, water, telephone, sewer, etc.) shall remain the property of Seller. Buyer shall cooperate reasonably to ensure the prompt release of all such deposits to Seller.

3.8 Funds. All payments made by any party hereto at the Closing shall be in legal tender of the United States of America, paid in cash, by wire transfer of immediately available funds through the Federal Reserve System.

4. Buyer's Due Diligence Investigation.

4.1 Due Diligence. Buyer has previously completed any inspection of the Property that Buyer believed was appropriate.

4.2 As Is. Without limiting the foregoing in any manner, Buyer acknowledges that, except as specifically provided to the contrary in Paragraph 5.1, Seller has made no representations or warranties of any kind or nature whatsoever concerning the Property Conditions, and Buyer acknowledges that Buyer is relying solely upon Buyer's own investigation under this Section 4 in regard to all aspects of the Property Conditions. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT AND THE DEED, SELLER MAKES NO WARRANTIES IN REGARD TO ANY OF THE PROPERTY, EXPRESS OR IMPLIED TO BUYER, EXCEPT ANY WARRANTIES OF TITLE THAT MAY BE OTHERWISE CONTAINED IN THIS AGREEMENT OR THE DEED. THERE IS NO WARRANTY GIVEN AS TO FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO MERCHANTABILITY.

5. Representations and Warranties.

5.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer (and on the Closing Date shall be deemed to represent and warrant) as follows:

5.1.1 Legal, Valid and Binding. Seller is and on the Closing Date will be the sole and unconditional owner of the real property described herein, with full power to sell and dispose of the same subject to an existing mortgage and other encumbrances of record. This Agreement and each other instrument or document executed or delivered in connection with this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms.

5.1.2 No Approval by Governmental Authority. No consent, approval, authorization, registration, qualification, designation, declaration or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by Seller.

5.1.3 No Conflict. To the best of Seller's knowledge, the execution, delivery, and performance of this Agreement by Seller and the consummation of the Transaction will not: (i) result in a breach or acceleration of, or constitute a default or event of termination under the provisions of any agreement or instrument by which the Property is bound or affected, including, without limitation, any written farm leases; or (ii) constitute or result in the violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, or result in the violation of any applicable law, rule or regulation of any governmental authority.

5.1.4 Litigation. All parties acknowledge and agree that the sale of the Property is indirectly related to that certain cause of action entitled *In Re: Sidney L. Roth and Ellen Faye Roth*, Case No. 06-40473-JDP, pending before the United States Bankruptcy Court for the District of Idaho. The sale of the Property has been approved by the Court and has been agreed to by the Seller as set forth in that certain *Mutual Release and Settlement Agreement* dated September 12, 2007 filed therein. To the best of Seller's knowledge, there are no other actions, suits, proceedings or investigations pending, or to the best of Seller's knowledge, has any action been threatened, with respect to or in any manner affecting Seller's ownership of the Property or otherwise affecting any portion thereof, or which will become a cloud on the title to the Property or question the validity or enforceability of the Transaction.

5.1.5 At Closing Seller shall hold and be able to convey to Buyer good and marketable fee simple title to the Property, free and clear of all encumbrances, excepting those Permitted Exceptions as described below in paragraph 6.2.

5.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller (and on the Closing Date shall be deemed to represent and warrant) as follows:

5.2.1 Full Power and Authority. Buyer, if other than a natural person, is duly organized, validly existing and in good standing under the laws of the state of its organization, and has the full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Buyer hereunder.

5.2.2 Legal, Valid and Binding. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

5.2.3 No Approval by Governmental Authority. No consent, approval, authorization, registration, qualification, designation, declaration or filing with any governmental authority is required in connection with the execution and delivery of this Agreement by Buyer.

5.2.4 No Conflict. To the best of Buyer's knowledge, the execution, delivery and performance of this Agreement by Buyer and the consummation of the Transaction will not constitute or result in the violation or breach by Buyer of any judgment, order, writ, injunction or decree issued against or imposed upon Buyer or result in the violation of any applicable law, rule or regulation of any governmental authority.

5.2.5 No Lawsuits. To the best of Buyer's knowledge, there are no actions, suits, proceedings or investigations pending, or threatened against Buyer, which question or threaten the validity or enforceability of the Transaction.

6. Title Insurance.

6.1 Title Commitment. Within ten (10) days after the Contract Date, Seller shall obtain, at the Seller's sole cost and expense, and deliver to Buyer a current Commitment for Title Insurance (hereinafter the "commitment") relating to the Property. Buyer shall, within fifteen (15) days after Buyer receives the Commitment, give written notice to Seller specifying any and each title exception contained in the Commitment, which would materially impair or prohibit Buyer's use of the Property (hereinafter the "Material Title Defect"), and Seller shall notify Buyer within fifteen (15) days after Seller's receipt of such respective notices whether or not Seller will remove or cure such Material Title Defect; provided, however, that if Seller elects not to remove or cure a Material Title Defect, then

Buyer shall elect to: (i) waive each objection to a Material Title Defect and accept the Material Title Defect as a Permitted Encumbrance, as provided in Paragraph 6.2 hereof, without adjustment to the Purchase Price for such Material Title Defect; or (ii) terminate this Agreement. If Seller notifies Buyer that a Material Title Defect objected to by Buyer will not be discharged or cured prior to or at the Closing, then Buyer must make Buyer's election as provided above by giving written notice to Seller within ten (10) days after Buyer's receipt of such notice. In the event Buyer fails to make Buyer's election after Buyer's timely receipt of Seller's notice that a Material Title Defect will not be cured prior to or at the Closing, Buyer shall be deemed to have waived Buyer's objection to the Material Title Defect and to have accepted the Material Title Defect as a "Permitted Encumbrance" in accordance with the provisions of Paragraph 6.2 hereof.

6.2 Permitted Encumbrances. As used in this Agreement, the term "Permitted Encumbrances" shall mean: (i) Real Property taxes and assessments for the year in which the Closing occurs and all periods thereafter; (ii) any taxes, impositions, or assessments resulting from a change in the use or tax status of the Property effectuated by Buyer, whether or not relating to periods prior to the Closing; (iii) all covenants, conditions, restrictions, easements, rights-of-way, encroachments, encumbrances, title exceptions, and other matters disclosed in the Commitment except for such Material Title Defects as to which Buyer timely objects in writing, as provided in Section 6 hereof, and does not thereafter waive such objection; (iv) all covenants, conditions, restrictions, easements, rights-of-way, shortages in area, encroachments, encumbrances, title exceptions, and other matters affecting the Property such as would be disclosed or discoverable by Buyer making a complete and thorough inspection and survey (conforming to minimum ALTA/ACSM standards) of the Property at the time of the Closing except for such Material Title Defects disclosed by such survey as to which Buyer timely objects in writing as provided in Section 6 hereof and does not thereafter waive such objection; and (v) any mechanics or materialmen's or other similar liens or claims and other matters arising through the acts or omissions of Buyer or Buyer's successor(s) in interest.

6.3 Title Insurance Policy at Closing. At the Closing, Buyer shall pay the premium cost that would be charged for so-called "standard coverage" ALTA Owner's Policy of Title Insurance issued pursuant to the Title Commitment, in the aggregate amount of the Purchase Price. Buyer shall pay: (i) the cost of any customary and commercially available endorsements to the Owner's Policy that Buyer may reasonably require, and (ii) the additional cost of procuring so-called "extended coverage" in the Owner's Policy, but the availability of any special endorsements or additional coverage over and above those provided through extended coverage shall not be a condition to Buyer's obligation to complete the Closing pursuant to this Agreement. Seller agrees to execute and deliver to the Title Company such customary affidavits and indemnities as reasonably required by the Title

Company to enable the Title Company to provide extended form coverage for the Property free and clear of third-party rights, claims, or encumbrances.

7. Default.

7.1 Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property or if Buyer elects not to complete the purchase of the Property for reasons other than Material Title Defects, or if the Closing fails to occur in a timely fashion for any reason except Buyer's election to terminate this Agreement by reason of a Material Title Defect pursuant to Paragraph 6.1 or a default by Seller in any of Seller's obligations under this Agreement, Seller shall have the right to specifically enforce this Agreement, or to terminate Buyer's rights under this Agreement and to receive the \$40,000 earnest money as liquidated damages for such default or failure. Prior to electing either remedy, Seller shall give Buyer ten (10) days prior written notice of default and Buyer shall have such time period to cure the alleged default.

7.2 Liquidated Damages. The parties agree that the liquidated damages referred to above is a reasonable sum considering all of the circumstances existing on the Contract Date, including the relationship of the size of the earnest money to the range of harm to Seller that reasonably could be anticipated and the expectation that proving actual damages would or might be costly, impractical, and extremely difficult. Each party agrees to the liquidated damage provision contained in Paragraph 7.1 and confirms the accuracy of the statements made in this Paragraph 7.2, the fact that each party either was or had the opportunity to be represented by legal counsel or another representative of such party's choosing in connection with the negotiation of this Agreement, and that each party fully understands the consequences of this liquidated damages provision at the time this Agreement is executed.

7.3 Seller's Default. If Seller defaults on any pre-Closing obligation under this Agreement or fails to perform as provided herein, Buyer shall, before exercising any remedy therefore, give Seller written notice of such default and allow Seller ten (10) days within which to cure the same. If Seller fails to cure such default within ten (10) days after Buyer's notice of such default, Buyer shall have the right and option to either (i) terminate this Agreement, in which event Buyer shall have the right to immediately receive back the Earnest Money and to recover any damages incurred by Buyer, or (ii) continue this Agreement in effect pending Buyer's action for specific performance and/or damages and any and all other legal and equitable remedies available under Idaho law.

8. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, recognized overnight courier service, or by deposit in the United States mail, certified mail, return receipt requested,

postage prepaid, addressed to Seller and Buyer at the addresses set forth below or at such other address as a party may designate by notice similarly given. Notice shall be deemed given and received on the date on which the notice is actually received, whether notice is given by personal delivery, overnight courier or by mail.

Roth Ranches	Theodore Roth	Sydney and Ellen Faye Roth
4001 Roth Road	761 Hutchinson St	534 Taylor Street
American Falls, ID 83211	American Falls, ID 83211	American Falls, ID 83211

Alan Roth	Dennis and Meta Roth
4040 Roth Road	3964 Roth Road
American Falls, ID 83211	American Falls, ID 83211

Monty Funk	Lance Funk
2254 County Line Road	PO Box 310
American Falls, ID 83211	American Falls, ID 83211

9. Miscellaneous.

9.1 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Any party may waive any provision of this Agreement intended for such party's sole benefit; however, unless otherwise provided for herein, such waiver shall in no way excuse the other party from the performance of any of such party's other obligations under this Agreement.

9.2 Construction. This Agreement shall be interpreted according to Idaho law, and shall be construed as a whole and in accordance with its fair meaning and without regard to, or taking into account, any presumption or other rule of law requiring construction against the party preparing this Agreement or any part hereof.

9.3 Time. Time is of the essence of this Agreement.

9.4 Attorney Fees. If any action is brought by either party in respect to such party's rights under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs as determined by the court.

9.5 Binding Effect. This Agreement and all instruments or documents entered into pursuant hereto are binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9.6 Further Assurances and Documentation. Each party agrees in good faith to take such further actions and execute such further documents as may be reasonably necessary or appropriate to fully carry out the intent and purpose of this Agreement.

9.7 Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

9.8 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. The headings of each section (a "Section") hereof are identified by a single Arabic numeral. The subsections of each Section are identified as paragraphs and are identified by two Arabic numerals separated by a period. For example, this is paragraph 9.8 of Section 9.

9.9 Entire Agreement. This Agreement, together with all exhibits referred to herein, which are incorporated herein and made a part hereof by this reference, constitute the entire agreement between the parties pertaining to the subject matter contained in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller. All Exhibits referred to herein are incorporated herein and made part hereof.

9.10 Survival. Each of the terms and provisions of this Agreement which are not expressly incorporated into the Deed, or which are not satisfied by the execution and delivery of the Deed, or which by their nature require the parties to perform certain acts subsequent to the Closing, including, without limitation, all representations and warranties set forth herein, shall survive the Closing.

9.11 Brokerage Fees. No brokerage fees are payable in connection with the conclusion of the Transaction.

9.12 Definition of Contract Date. The term "Contract Date" as used in this Agreement refers to the date on which Buyer and Seller have each actually executed this Agreement. If Buyer and Seller do not execute this Agreement on the same date, the Contract Date shall be the date on which this Agreement is executed by the second of Buyer

and Seller to sign. The Contract Date may or may not coincide with the reference date appearing on the cover page or on the first page of this Agreement.

9.13 Counterparts; Acceptance by Fax. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one of the same instrument, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart thereof. Facsimile transmission of any signed counterpart of this Agreement and retransmission of any signed facsimile transmission, shall be the same as delivery of an original counterpart of this Agreement.

10. Knowledge. For all purposes of this Agreement, a person or party signing this Agreement has knowledge of a fact or circumstance if such person or party has actual present knowledge. No person comprising part of Seller has any obligation (i) to examine the completeness or accuracy of such person's present knowledge or (ii) to refresh such person's knowledge.

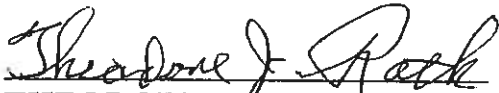
11. Enforcement of Agreement. In any action brought to enforce or rescind this Agreement, the District Court for the Sixth Judicial District of the State of Idaho, in and for Power County, shall have jurisdiction and venue with respect to each party hereto and the parties acknowledge and consent to said jurisdiction by setting their hands hereto and signing this agreement.

INTENTIONALLY LEFT BLANK

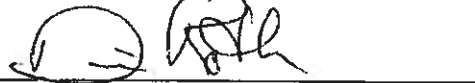
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first set forth above.

SELLER:

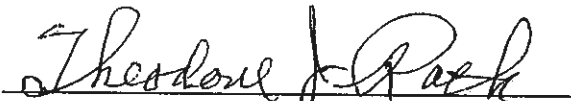
ROTH RANCHES:

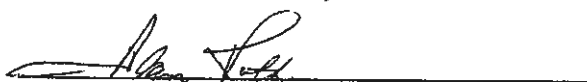

THEODORE ROTH, PARTNER


ALAN ROTH, PARTNER

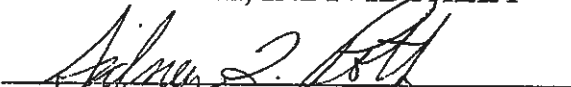

DENNIS ROTH, PARTNER


SIDNEY ROTH, PARTNER

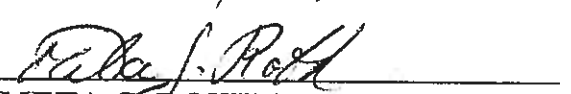

THEODORE ROTH, INDIVIDUALLY


ALAN ROTH, INDIVIDUALLY

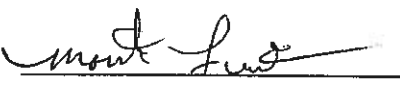

DENNIS ROTH, INDIVIDUALLY

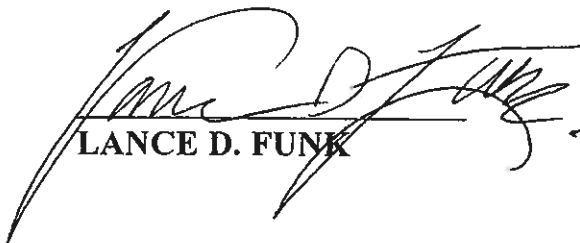

SIDNEY ROTH, INDIVIDUALLY


ELLEN FAYE ROTH, INDIVIDUALLY


META G. ROTH, INDIVIDUALLY

BUYER:

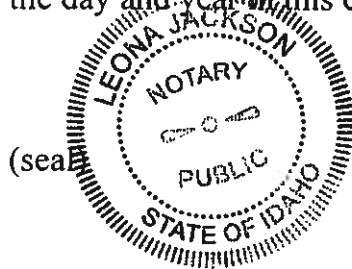

MONTY FUNK


LANCE D. FUNK

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **THEODORE ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, individually and as a partner of Roth Ranches.

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

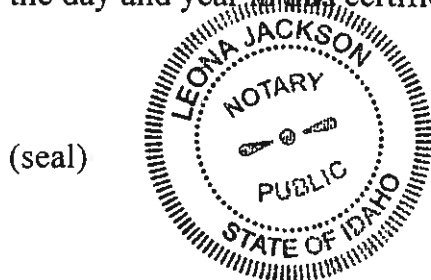


Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02-27-2012

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **ALAN ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, individually and as a partner of Roth Ranches.

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

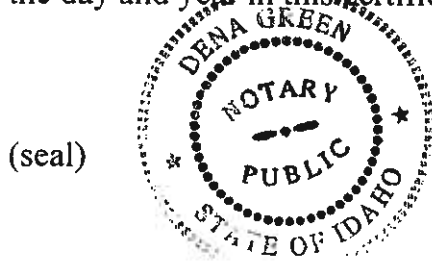


Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02-27-2012

STATE OF IDAHO)
) ss.
County of Bannock)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **DENNIS ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, individually and as a partner of Roth Ranches.

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

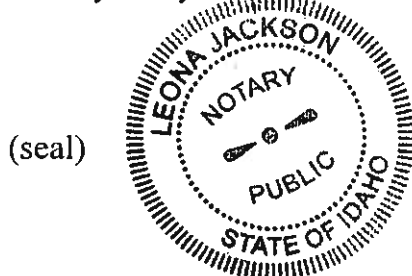


Dena Green
Notary Public for Idaho
Residing at: Pocatello, Id.
My Commission Expires: 6.3.10

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **SIDNEY ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, individually and as a partner of Roth Ranches.

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

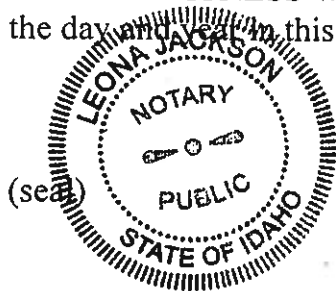


Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02.27.2012

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **ELLEN FAYE ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, individually.

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

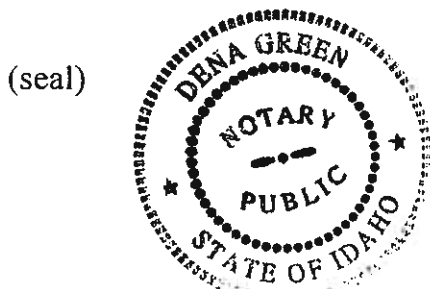


Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02-27-2012

STATE OF IDAHO)
) ss.
County of Bannock)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **META G. ROTH**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same, individually.

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

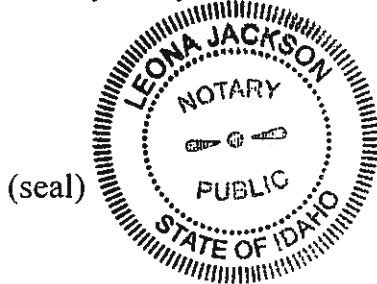


Dena Green
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 6-3-10

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **MONTY FUNK**, known or identified 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.

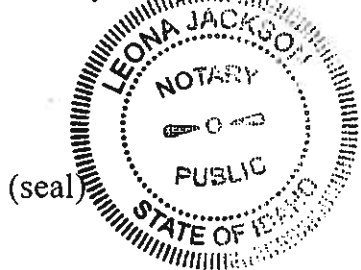


Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02-27-2012

STATE OF IDAHO)
) ss.
County of Power)

On the 31 day of January, 2008, before me, the undersigned, a notary public in and for said State, personally appeared **LANCE D. FUNK**, known or identified 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.



Leona Jackson
Notary Public for Idaho
Residing at: Pocatello
My Commission Expires: 02-27-2012

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 E. Center
Pocatello, ID 83201

Instrument # 193790

POWER COUNTY, IDAHO

2008-04-25 04:06:38 No. of Pages: 5

Recorded for : FIRST AMERICAN TITLE

CHRISTINE STEINLICHT

Ex-Officio Recorder Deputy

Fee: 17.00

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 240758-P (ci)

Date: April 15, 2008

For Value Received, **Theodore Roth, an unmarried man and Alan Roth, an unmarried man and Dennis Roth, a married man as his sole and separate property and Sidney Roth, a married man as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Lance Donald Funk and Lisa Irigoyen Funk, husband and wife**, hereinafter called the Grantee, whose current address is PO Box 310, American Falls, Idaho, **American Falls, Id 83211**, the following described premises, situated in **Power County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECEIVED
MAY 17 2010
Department of Water Resources
Eastern Region

1225

Date: 04/15/2008

Warranty Deed
- continued

File No.: 240758-P (ci)

Theodore J. Roth
Theodore Roth
Dennis Roth
Dennis Roth

Alan Roth
Alan Roth
Sidney Roth
Sidney Roth

STATE OF Idaho)
COUNTY OF Bannock)
SS.

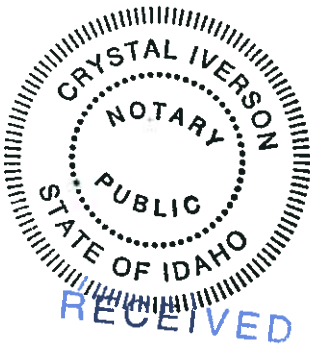
On this 28th day of April, 2008, before me, a Notary Public in and for said State, personally appeared Theodore Roth, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Cystal Iverson
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23/10

STATE OF Idaho)
COUNTY OF Bannock)
SS.

On this 28th day of April, 2008, before me, a Notary Public in and for said State, personally appeared Alan Roth, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Cystal Iverson
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23/10

RECEIVED
MAY 17 2010
Department of Water Resources
Eastern Region

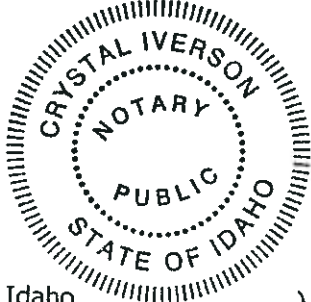
Date: 04/15/2008

Warranty Deed
- continued

File No.: 240758-P (ci)

STATE OF Idaho)
SS.
COUNTY OF Bannock)

On this 26th day of April, 2008, before me, a Notary Public in and for said State, personally appeared **Dennis Roth**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

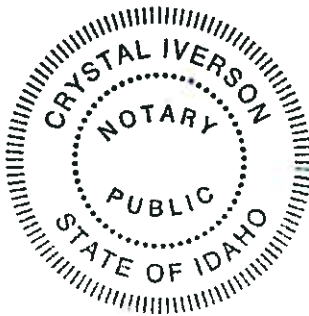


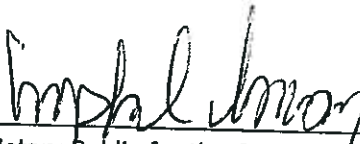


Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23/10

STATE OF Idaho)
SS.
COUNTY OF Bannock)

On this 26th day of April, 2008, before me, a Notary Public in and for said State, personally appeared **Sidney Roth**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23/10

RECEIVED
MAY 17 2008
Department of Water Resources
Eastern Region

EXHIBIT A

TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO:

SECTION 20: S1/2 SW1/4

ALSO INCLUDING: A TRACT OF LAND IN THE N1/2 SE1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 00°11'13" EAST, ALONG THE EAST LINE OF SAID SECTION, 494.51 FEET; THENCE NORTH 89°56'03" WEST, LEAVING SAID EAST LINE, 2643.50 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION; THENCE NORTH 00°12'59" WEST, ALONG SAID NORTH-SOUTH CENTERLINE, 494.51 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT BEING ON THE EAST-WEST CENTERLINE OF SAID SECTION; THENCE SOUTH 89°56'03" EAST, LEAVING SAID NORTH-SOUTH CENTERLINE AND ALONG THE EAST-WEST CENTERLINE, 2643.76 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING: A TRACT OF LAND IN THE SE1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 00°11'13" WEST, ALONG THE EAST LINE OF SAID SECTION, 726.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°56'03" WEST, LEAVING SAID EAST LINE, 1320.55 FEET; THENCE NORTH 00°07'27" WEST, 1418.67 FEET; THENCE SOUTH 89°56'03" EAST, 1319.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°11'13" EAST, ALONG SAID EAST LINE, 1418.68 FEET TO THE TRUE POINT OF BEGINNING.

ALSO INCLUDING: A TRACT OF LAND IN THE SE1/4 SE1/4 OF SECTION 20 AND THE E1/2 OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 00°11'13" EAST, ALONG THE EAST LINE OF SAID SECTION, 3257.22 FEET; THENCE NORTH 89°56'03" WEST, LEAVING SAID EAST LINE, 1324.91 FEET; THENCE NORTH 00°07'27" WEST, 3984.04 FEET; THENCE SOUTH 89°56'03" EAST, 1320.55 FEET TO A POINT ON THE EAST LINE OF SECTION 20; THENCE SOUTH 00°11'13" EAST, ALONG SAID EAST LINE, 726.84 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING: A TRACT OF LAND IN THE SE1/4 OF SECTION 20 AND THE NE1/4 OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

Date: 04/15/2008

Warranty Deed
- continued

File No.: 240758-P (ci)

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE SOUTH 00°11'13" EAST ALONG THE EAST LINE OF SAID SECTION, 494.51 FEET; THENCE NORTH 89°56'03" WEST, LEAVING SAID EAST LINE, 1319.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°07'27" EAST, 2281.33 FEET; THENCE NORTH 89°56'03" WEST, 1320.82 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 29 AND THE EXTENTION THEREOF OF THE NORTH -SOUTH CENTERLINE OF SAID SECTION 20; THENCE NORTH 00°12'59" WEST, ALONG SAID NORTH-SOUTH CENTERLINE, 2281.34 FEET; THENCE SOUTH 89°56'03" EAST, 1324.50 FEET TO THE TRUE POINT OF BEGINNING.

SECTION 29: NW1/4; SW1/4

SECTION 30: S1/2 SE1/4

SECTION 31: N1/2 NE1/4

SECTION 32: NW1/4 SW1/4; NW1/4

SECTION 33: NW1/4 SE1/4; SW1/4 SE1/4

REC
MAY
Department of
Eastern