

Should questions arise during the processing of this application please contact:
Paul Drury - ERO Resources Corp. (208) 373-7983

RECEIVED

APR 16 2008

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

WATER RESOURCES
WESTERN REGION

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
63-11714	LIC.				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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 on file with the county Planning and Zoning or Recorder's Office).

OR

- D. 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 or equivalent **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)

Kevin A. Howell Construction, Inc.

Former owner:
Earl & June
Tuckness

4. New Owner/Claimant(s)

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

4822 N. Rosepoint Way, Ste. C

City, State and ZIP Code

Boise, ID 83713

New Telephone Number

(208) 860-8981

Email: _____

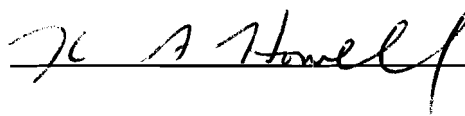
5. Date you acquired the property January 4, 2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc.)
Water Right and/or Adjudication Claim Number: 63-11714		
Irrigation	0.74 cfs / 165.6 AFA	38 acres
Stock		
Domestic		
Other		
Totals	0.74 cfs / 165.6 AFA	38 acres
Water Right and/or Adjudication Claim Number:		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number:		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by Jmh Date 4-16-08
 Received by Jmh Date 4-16-08
 Processed by AJ Date 4-16-08

Receipt Amt. \$25.⁰⁰
 Receipt No. W036372
 WR Jmh Date 4-17-08

A

PC00855

PTC

Pioneer Title Co.

GOING BEYOND

610 South Kimball Avenue / Caldwell, Idaho 83605 / (208) 459-1651

WARRANTY DEED

For Value Received Earl M. Tuckness and June A. Tuckness, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Kevin A. Howell Construction, Inc., an Idaho Corporation

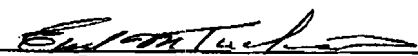
hereinafter referred to as Grantee, whose current address is 4822 N. Rosepoint Way, Ste. C
Boise, Idaho 83713, ,

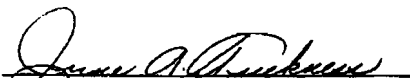
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

Dated: January 4, 2006


Earl M. Tuckness


June A. Tuckness

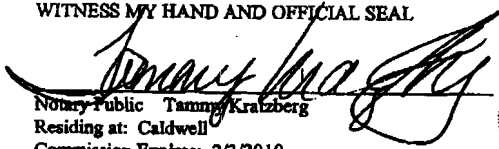
State of Idaho

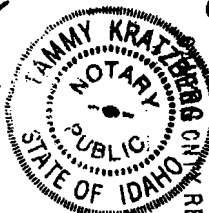
ss.

County of Canyon

On this 6th day of January, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Earl M. Tuckness and June A. Tuckness known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public Tammy Kratzberg
Residing at: Caldwell
Commission Expires: 2/3/2010



(SEAL)

2006 JAN 6 PM 4 52

RECORDED

200601430

PIONEER-CALDWELL

REQUEST

TYPE Deed FEE 6-

EXHIBIT A

Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho

EXCEPTING THEREFROM the following parcels 1, 2 and 3

Parcel No. 1:

COMMENCING at the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence

North 0° 49' 00" East along the Easterly boundary of said Northeast Quarter of the Southwest Quarter a distance of 201.13 feet to the TRUE POINT OF BEGINNING; thence

North 89° 11' 00" West a distance of 166 feet; thence

North 0° 49' 00" East parallel with said Easterly boundary a distance of 103.97 feet; thence

South 87° 39' 33" East a distance of 166.06 feet to said Easterly boundary; thence

South 0° 49' 00" West a distance of 99.55 feet to THE TRUE POINT OF

BEGINNING.

Parcel 2:

A part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described to wit:

COMMENCING at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT of this description; thence

South 89° 50' 30" West a distance of 158.00 feet along the South line of the said Northeast Quarter of the Southwest Quarter; thence

North 0° 49' East a distance of 193.82 feet parallel to the East line of the said Northeast Quarter of the Southwest Quarter; thence

South 89° 11' East a distance of 157.98 feet to a point on the said East line; thence

South 0° 49' West a distance of 191.13 feet along the said East line to the INITIAL POINT of this description.

Parcel 3:

A part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, more particularly described, to-wit;

COMMENCING at the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence

North 0° 49' 00" East along the Easterly boundary of said Northeast Quarter of the Southwest Quarter a distance of 300.68 feet to the TRUE POINT OF BEGINNING; thence

North 87° 39' 33" West a distance of 166.06 feet; thence

North 0° 49' 00" East parallel with said Easterly boundary a distance of 108.25 feet; thence

North 89° 56' 17" East a distance of 166.02 feet to said Easterly boundary; thence

South 0° 49' 00" West along said Easterly boundary a distance of 115.21 feet to THE TRUE POINT OF BEGINNING.

Cont
Let.

11/99

For Office Use Only
 \$25 Filing Fee _____
 Receipt # _____
 Date _____

Should questions arise during the processing of this application please contact:
 Paul Drury - ERO Resources Corp. (208) 373-7983

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

WE, Earl M. Tuckness and June A. Tuckness, husband and wife, do hereby assign to
Kevin A. Howell Construction, Inc. of, 4822 N. Rosepoint Way, Suite C, Boise, ID.
83713, 208-8890-0850.

All my right, title, and interest in and to Permit No. 63-11714 to
 appropriate the public waters of the State of Idaho.

Made this 24 day of May, 2006.

Earl M. Tuckness
 Permit Holder

June A. Tuckness
 Permit Holder

State of Idaho)
 County of Canyon) SS

On this 24th day of May, 2006, personally appeared before me the signer(s) of
 the above instrument, who duly acknowledged to me that they executed the same.



[Signature]
 Notary Public residing at
Nampa, ID

My commission expires:

08-13-2010

Bill of Sale

State of Idaho
County of Canyon

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Earl M. Tuckness and June A. Tuckness, husband and wife, Seller, 14557 Florida Avenue, Caldwell, Canyon County, Idaho, in consideration of the payment of the sum of One Dollar (\$1.00), receipt of payment is acknowledged, do hereby sell and transfer to Kevin A. Howell Construction, Inc., Buyer, 4822 N. Rosepoint Way, Suite C, Boise, Ada County, Idaho, his successors and assigns, the following described personal property located in the NE ¼ of the SW ¼ of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho:

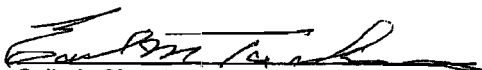
Water Right Permit No. 63-11714

Seller warrants that they are the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, his/her successors and assigns, to warrant and defend the title to all of the described property to Buyer, his/her successors and assigns, forever against every person lawfully claiming the described property or any part of it.

This Bill of Sale shall be effective as to the transfer of all property listed in it as of 5/24 2006.

IN WITNESS WHEREOF, this Bill of Sale is executed on 5/24, 2006.


Seller's Signature


Seller's Signature

EARL M. TUCKNESS
Seller's Printed Name

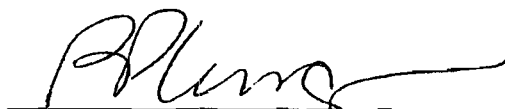
JUNE A. TUCKNESS
Seller's Printed Name

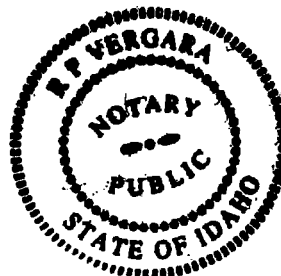
ACKNOWLEDGMENT

State of Idaho)
) ss
County of Canyon

I, Rebecca Vergara, a notary public, do hereby certify that on this 24th day of May, 2006, personally appeared before me Earl M. Tuckness and June A. Tuckness, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on 05/24/06.


Notary Public Signature
My commission expires on 08/13, 2010



PC69658

WARRANTY DEED

FOR VALUE RECEIVED Neil J. Swenson and Barbara A. Swenson,
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto Howell-Murdoch Development
Corporation, an Idaho corporation

the Grantee, whose address is 4822 N. Rosepoint Way, Ste. C, Boise, ID, 83713

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part
hereof and is comprised of three (3) pages.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the 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 for general taxes and assessments for the year 2005 and
subsequent years, covenants, conditions, restrictions and easements of record; and that it will warrant and defend the same from
all lawful claims whatsoever.

DATED: November 16, 2005

Neil J. Swenson
Neil J. Swenson

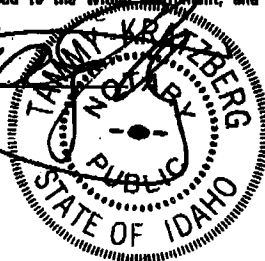
Barbara A. Swenson
Barbara A. Swenson

STATE OF IDAHO

COUNTY OF CANYON

On this 17th day of November in the year 2005, before me, a Notary Public,
personally appeared Neil J. Swenson and Barbara A. Swenson 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.

Tammy K. Berg
Notary Public
Residing at Caldwell
My Commission Expires 2/3/10



2005 NOV 17 PM 4 31
CANYON COUNTY RECORDER
BY *Deed*

RECORDED

2005 NOV 17 PM 4 31

PIONEER-CALDWELL

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

610 SOUTH KIMBALL
CALDWELL, ID 83605

REQUEST

TYPE *Deed* FEE *12"*

PC 69658

Exhibit "A"

Parcel I:

A parcel of land located in the West Half of the Northwest Quarter of Section 23, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at a brass cap monument marking the Northwest corner of said Section 23 from which a 5/8 inch iron pin marking the West Quarter corner of said Section 23 bears

South 00° 36' 51" West 2,646.83 feet; thence along the North boundary line of said Section 23

North 89° 37' 31" East 1,325.14 feet to a 5/8 inch iron pin marking the West 1/16 corner of said Section 23; thence along the East boundary line of the West Half of the Northwest Quarter of said Section 23

South 00° 37' 52" West 2,645.61 feet to a 5/8 inch iron pin marking the Center West 1/16 corner of said Section 23; thence along the East-West centerline of said Section 23

South 89° 34' 20" West 1,324.38 feet to a 5/8 inch iron pin marking the West Quarter corner of said Section 23; thence along the West boundary line of said Section 23

North 00° 36' 51" East 1,740.54 feet to a 5/8 inch iron pin; thence leaving said West boundary line

South 89° 23' 09" East 216.70 feet to a 5/8 inch iron pin; thence

North 00° 38' 41" East 103.02 feet to a 5/8 inch iron pin; thence

North 89° 23' 09" West 216.70 feet to a 5/8 inch iron pin on the West boundary line of said Section 23; thence along said West boundary line

North 00° 36' 51" East 803.26 feet to the POINT OF BEGINNING.

Parcel II:

A parcel of land located in the West Half of the Southwest Quarter of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at a brass cap monument marking the Southwest corner of said Section 14 from which an iron pipe marking the South Quarter corner of said Section 14 bears

North 89° 37' 31" East 2,650.28 feet; thence along the West boundary line of said Section 14

North 00° 34' 15" East 1,130.21 feet to a 5/8 inch iron pin; thence leaving said West boundary line

South 89° 47' 28" East 339.27 feet; thence

North 00° 00' 40" West 505.83 feet to the beginning of a non-tangent curve to the left; thence along said curve 102.65 feet, said curve having a radius of 218.44 feet, a central angle of 26° 55' 29" and a long chord of 101.71 feet which bears

North 26° 03' 19" West; thence

(continued)

North 31° 46' 24" West 34.50 feet to a 5/8 inch iron pin; thence
 North 06° 22' 15" West 95.12 feet to a 5/8 inch iron pin; thence
 North 42° 04' 15" West 206.98 feet to a 5/8 inch iron pin; thence
 North 01° 31' 15" West 176.40 feet to a 5/8 inch iron pin; thence
 North 32° 19' 45" West 162.60 feet to a 5/8 inch iron pin; thence
 North 89° 25' 45" West 23.62 feet to a 5/8 inch iron pin on the West
 boundary line of said Section 14; thence along said West boundary line
 North 00° 34' 15" East 327.38 feet to a brass cap monument marking
 the West Quarter corner of said Section 14; thence along the East-West
 centerline of said Section 14

North 89° 36' 14" East 1,325.62 feet to 5/8 inch iron pin marking
 the Center West 1/16 corner of said Section 14; thence along the East
 boundary line of the West Half of the Southwest Quarter of said Section
 14

South 00° 34' 51" West 1,322.79 feet to a 5/8 inch iron pin marking
 the Southwest 1/16 corner of said Section 14; thence along the South
 boundary line of the Northwest Quarter of the Southwest Quarter of said
 Section 14

South 89° 36' 53" West 299.15 feet to a point on the centerline of
 the Deer Flat Caldwell Canal, said point also being on a non-tangent
 curve to the right; thence along said centerline the following 8
 courses: along said curve 150.48 feet, said curve having a radius of
 1,950.00 feet, a central angle of 04° 25' 17" and a long chord of 150.44
 feet which bears

South 01° 29' 06" East to the point of tangency; thence

South 00° 43' 33" West 350.53 feet to the beginning of a curve to
 the left; thence along said curve 158.93 feet, said curve having a
 radius of 500.00 feet, a central angle of 18° 12' 43" and a long chord
 of 158.26 feet which bears

South 08° 22' 49" East to the point of tangency; thence

South 17° 29' 11" East 329.95 feet; thence leaving said centerline

South 89° 37' 51" West 733.20 feet to a 5/8 inch iron pin; thence

South 16° 40' 49" East 44.82 feet to a 5/8 inch iron pin; thence

South 33° 18' 49" East 245.20 feet to a 5/8 inch iron pin; thence

South 16° 32' 19" East 105.03 feet to a 5/8 inch iron pin on the
 South boundary line of said Section 14; thence along said South boundary
 line

South 89° 37' 31" West 605.31 feet to the POINT OF BEGINNING.

Parcel III:

A parcel of land located in the Southwest Quarter of the Northwest
 Quarter of Section 14, Township 3 North, Range 3 West, Boise Meridian,
 Canyon County, Idaho more particularly described as follows:

BEGINNING at a brass cap monument marking the West Quarter corner of
 said Section 14 from which brass cap monument marking the North 1/16
 corner of said Section 14 bears

North 00° 34' 51" East 1,325.76 feet; thence along the West boundary
 line of said Section 14

North 00° 34' 51" East 520.66 feet to a 5/8 inch iron pin; thence
 leaving said West boundary line

South 89° 27' 17" East 691.08 feet; thence

North 08° 11' 36" East 160.43 feet; thence

North 89° 27' 17" West 712.33 feet to a point on the West boundary
 line of said Section 14; thence along said West boundary line

(continued)

North 00° 34' 51" East 646.10 feet to a brass cap monument marking the North 1/16 corner of said Section 14; thence along the North boundary line of the Southwest Quarter of the Northwest Quarter of said Section 14

North 89° 39' 18" East 1,325.71 feet to a 5/8 inch iron pin marking the Northwest 1/16 corner of said Section 14; thence along the East boundary line of the Southwest Quarter of the Northwest Quarter of said Section 14

South 00° 35' 08" West 1,324.58 feet to a 5/8 inch iron pin marking the Center West 1/16 corner of said Section 14; thence along the East-West centerline of said Section 14

South 89° 36' 14" West 1,325.62 feet to the POINT OF BEGINNING.


Barham

**EARNEST MONEY
REAL ESTATE PURCHASE AND SALE AGREEMENT**

EARL M. TUCKNESS and JUNE A. TUCKNESS, husband and wife, (hereinafter called "Buyer"), agree to purchase, and RICHARD E. MORHOUS, Successor Trustee of the Florence E. M. Petrik Erdley Trust dated September 13, 1993, (hereinafter called "Seller"), agrees to sell, real property consisting of approximately 36.8 acres of farm land located at or near 15317 Florida Avenue, Caldwell, Canyon County, Idaho, and more particularly described as follows:

NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 3 West of the Boise, Meridian

EXCEPTING THEREFROM the following parcels:

Parcel No. 1:

COMMENCING at the Southeast corner of said NE 1/4 SW 1/4;

Thence North 0° 49' 00" East along the easterly boundary of said NE 1/4 SW 1/4 a distance of 201.13 feet to the TRUE POINT OF BEGINNING;

Thence North 89° 11' 00" West a distance of 166 feet;

Thence North 0° 49' 00" East parallel with said easterly boundary a distance of 103.97 feet;

Thence South 87° 39' 33" East a distance of 166.06 feet to said easterly boundary;

Thence South 0° 49' 00" West a distance of 99.55 feet to THE TRUE POINT OF BEGINNING.

This parcel No. 1 contains 0.388 acres, more or less.

Parcel 2:

A part of the NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 3 West of the Boise Meridian, more particularly described, to-wit:

COMMENCING at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 3 West of the Boise Meridian the INITIAL POINT of this description;

Thence South 89° 50' 30" West 158.00 feet along the South line of the said NE 1/4 of the SW 1/4;

Thence North 0°49' East 203.82 feet; parallel to the East line of the said NE 1/4 of the SW 1/4;

Thence South 89° 11' East 158.00 to a point on said East line;

Thence South 0° 49' West 201.13 feet along the said East line, to the INITIAL POINT of this description.

This parcel No. 2 contains 0.73 acres, more or less.

Parcel 3:

A part of the NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 3 West of the Boise Meridian, more particularly described, to-wit:

COMMENCING at the Southeast corner of said NE 1/4 SW 1/4;

Thence North 0° 49' 00" East along the easterly boundary of said NE 1/4 SW 1/4 a distance of 300.68 feet to the TRUE POINT OF BEGINNING;

Thence North 87° 39' 33" West a distance of 166.06 feet;

Thence North 0° 49' 00" East parallel with said easterly boundary a distance of 108.25 feet;

Thence North 89° 56' 17" East a distance of 166.02 feet to said easterly boundary;

Thence South 0° 49' 00" West along said easterly boundary a distance of 115.21 feet to THE TRUE POINT OF BEGINNING.

This parcel No. 3 contains .40 acres, more or less.

1. TOTAL PURCHASE PRICE IS \$150,000.00 payable as follows:
 - A. Earnest Money: Buyer shall pay to Seller the sum of \$500.00 earnest money, receipt of which is hereby acknowledged. The said \$500.00 shall be delivered to Reese E. Verner for delivery to Transnation Title Company, Nampa, Idaho who shall hold said earnest money for the benefit of the parties.
 - B. Balance of purchase price to be paid as follows: Buyer shall pay to Seller an additional sum of \$7,000.00 earnest money on or before the 15th day of October, 2001. Said additional earnest money shall be delivered to Reese E. Verner for delivery to Transnation Title Company of Nampa, Idaho who shall hold said earnest money for the benefit of the parties.
 - C. The balance of the purchase price, in the amount of \$142,500.00, shall be paid in cash at date of closing.

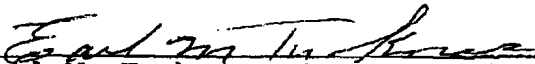
2. Buyer's offer is made subject to Buyer obtaining financing as hereinafter more specifically provided.
3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any unit of government, and rights of way and easements of record and usage. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: NONE.
4. The Seller shall, at time of closing, furnish to the Buyer a standard title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that TRANSNATION TITLE COMPANY, Nampa, Idaho shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale, fails to consummate the same as herein agreed, such failure shall constitute a default and the entire amount of Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available including the right of specific performance of this Agreement.
5. It is hereby agreed that the "closing agent" for this Agreement shall be Transnation Title Company, Nampa, Idaho. Seller shall pay the following: Escrow Closing Fees; Title Insurance; Seller's Attorney Fees; and the Recording Fee for conveyance from Seller to Buyer. The remainder of the closing and loan costs shall be paid by Buyer. **The closing date shall be December 3, 2001.**
6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before date of closing, all taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of December 1, 2001.
8. The parties agree that this Agreement contains the following additional terms and conditions: This transaction is subject to Buyer obtaining financing for payment of the balance of the purchase price due

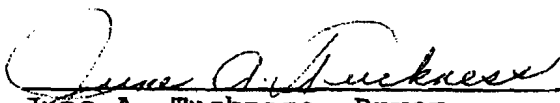


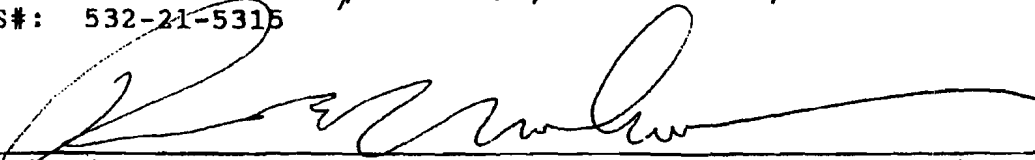
- hereunder. Buyer represents that application for financing has been made. If a commitment for such financing cannot be obtained on or before October 15, 2001, then, and in that event, this transaction may be cancelled by Buyer and all earnest money shall be returned to Buyer. Upon payment by Buyer of the additional earnest money of \$7,000.00 due on or before October 15, 2001, all earnest money paid hereunder shall be non-refundable.
9. All water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein. Also conveyed herein is any licenses, permits, or claims of water rights pursuant to an irrigation well located on the property, together with the pump, electrical and pipelines associated therewith, subject to existing Well Agreement, dated May 5, 1993 with JIM D. GUCHES and JEFF L. GUCHES, if applicable.
 10. If Seller executes this Agreement, and title to said premises is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the above-mentioned Earnest Money shall be forfeited and paid to Seller, as herein provided, and Buyer's interest in the premises shall be immediately terminated. The said Transnation Title Company shall pay from said Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be paid to the Seller. Such forfeiture and acceptance by Seller of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller, including the right to specific performance of this Agreement.
 11. In the event of default by either of the parties in their performance of the terms and conditions of this Agreement, and suit or other action is brought hereunder, the losing party in such action agrees to pay the prevailing party all attorney fees and costs incurred by the prevailing party.
 12. The undersigned Buyer hereby acknowledges further that he has not received or relied upon any statements or representations by the Seller which are not herein expressed. The Buyer has entered into this Agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This Agreement constitutes the whole Agreement between the parties and that no warranties, Agreements or representations have been made or shall be binding upon either party unless herein set forth.
 13. Unless expressly stated otherwise herein, this Agreement is the final Agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.
 14. Time is of the essence of this Agreement.

15. This Real Estate Purchase and Sale Agreement was prepared by Reese E. Verner, attorney at law, as attorney for Seller. Buyer acknowledges that he has the right to have this Agreement examined by an attorney of his own choosing and has been cautioned not to sign the same if he has any question as to the legal effect hereof.
16. Seller hereby represents that no real estate broker or agent is involved in this transaction.

SIGNED by the parties to be effective after execution by all parties.


Earl M. Tuckness, Buyer
Date Signed: 10/12/01
14557 Florida Avenue, Caldwell Idaho 83607, Phone 208-466-3701
SS#: 574-10-2086


June A. Tuckness, Buyer
Date Signed: 10/12/01
14557 Florida Avenue, Caldwell, Idaho 83607, Phone 208-466-3701
SS#: 532-21-5315


Richard E. Morhous, Trustee of the Florence E.M. Petrik Erdley
Trust dated September 13, 1993, Seller
Date Signed: 11 October 2001
P. O. Box 45488, Seattle, Washington 98145-0488
EIN#: 91-6542462

WELL AGREEMENT

10/10/93 THIS AGREEMENT made and entered into this the 5th day of May, 1993, by and between FLORENCE ERDLEY, a single woman, the parties of the first part, hereinafter referred to as grantor, JIMMY D. GUCHES, a.k.a. JIM D. GUCHES, a.k.a. JAMES D. GUCHES, a single man, and JEFF L. GUCHES, a single man, the parties of the second part, hereinafter referred to as grantee;

WITNESSETH:

WHEREAS, grantor is owner of the following described real property. That real property is located in Canyon County, Idaho, and is more particularly described as follows, to-wit:

A part of the Northeast quarter of the Southwest quarter of Section 14, Township 3 North, Range 3 West of the Boise Meridian, more particularly described to wit:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 14, Township 3 North, Range 3 West of the Boise Meridian, the INITIAL POINT of this description; thence South 89° 50' 30" West 158.00 feet, along the South line of the said Northeast quarter of the Southwest quarter; thence North 0° 49' East 203.82 feet, parallel to the East line of the said Northeast quarter of the Southwest quarter; thence South 89° 11' East 158.00 feet, to a point on the said East line; thence South 0° 49' West 201.13 feet, along the said East line, to the INITIAL POINT of this description.

WHEREAS, grantee is owner of the following described real property. That real property is located in Canyon County, Idaho,

and is more particularly described as follows, to-wit:

S.E. Quarter of the S.W. Quarter, Section 14,
Township 3 North, Range 3 West of the Boise
Meridian, Canyon County, Idaho.

WHEREAS, there is located on grantor's Parcel a well.
The well, together with all improvements, equipment and
distribution lines now or hereafter installed, is hereinafter
referred to as "System".

1. Grantor, does hereby grant and convey to Grantee, a
right to use the water from the well for fire and emergency use
only. All costs of hooking up to the "System" for those purposes
will be at the sole expense of the Grantee.

2. Grantor does hereby grant and convey an easement to
grantee over, across, under and through grantor's Parcel for
purposes of ingress, egress, access and working space, so that the
System may be operated, maintained, replaced, improved, inspected
and tested.

3. Grantee does hereby grant and convey an easement to
grantor over, across, under and through grantee's Parcel for
purposes of ingress, egress, access and working space, so that the
System may be operated, maintained, replaced, improved, inspected
and tested.

4. No Party hereto may install landscaping or
improvements that impair the aforesaid easements. Removal and
replacement of pre-existing improvements, as necessary to effect
operation, maintenance, replacement, improvement, inspection or

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testing of the System, will be at the cost of the owner Party; provided, that in case of common fencing or walls, costs of removal and replacement will be shared equally by the owner Parties.

5. Grantee shall be responsible for the maintenance, repair, replacement and improvement of Grantee's connection to the "System" and also any lines running from that "System". All other maintenance, repair, replacement or improvements of the system shall be at the expense of the Grantor.

6. This Agreement will automatically terminate at such time as the parcel of the Grantee herein is acceptably connected to a public water system. As each such Parcel is so connected, so much of the System as is located on that Parcel will be the property of the respective owner, and grantor will own so much of the System as is located on grantor's parcel. Irrespective of the aforesaid connection to public water, however, this Agreement shall continue in force and effect to the extent necessary to carry out its purposes.

7. This Agreement will benefit and bind the heirs, successors and assigns of the Parties, and will be recorded in the real estate records of Canyon County, Idaho. The covenants contained herein run with the land, and are binding on all who have or acquire any right, title or interest in the land described herein, or any part thereof, and will inure to the benefit of each owner thereof.

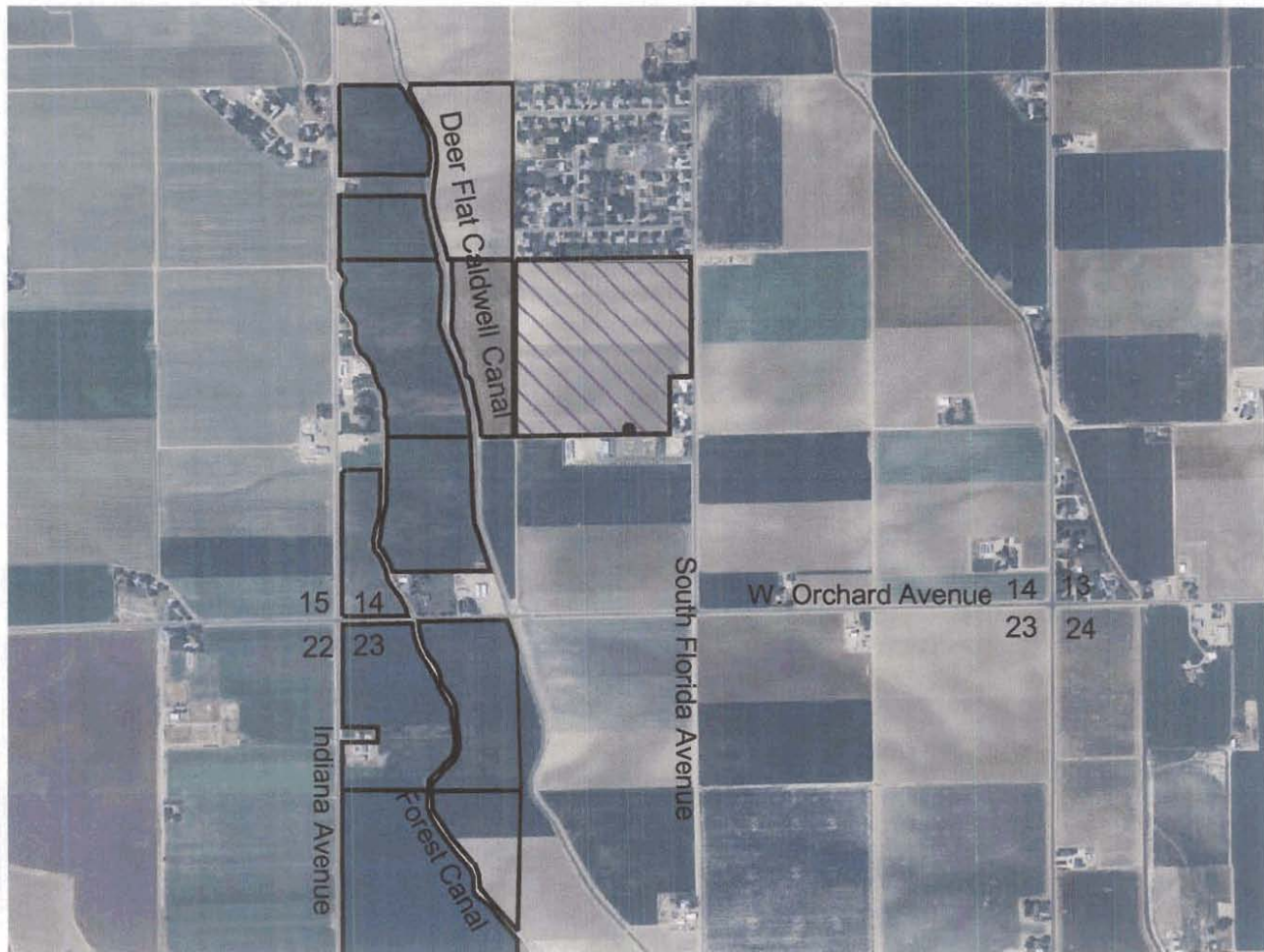
WELL AGREEMENT - Page 3

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Figure 1 Change of Ownership Map T03N R03W Canyon County



0.2 0 0.2 0.4 0.6 Miles

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Prepared By: Paul E. Drury, P.E.
ERO Resources
Boise, Idaho

Date Prepared: March 31, 2008
Data Source: 2004 NAIP Aerial Photo