

*Should questions arise during the processing of this application please contact:
David B. Shaw - ERO Resources Corp. (208) 373-7983*

SEP 20 2006

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 63-11714

1. Owner: Kevin A. Howell Construction, Inc.

Phone No. (208) 938-0069

Current Address: 4822 N. Rosepoint Way Ste C Boise, ID 83713

2. Accompanied by: _____

EXAM DATE: June 27, 2006

Address: _____

Phone No. _____

Relationship to Permit Holder: _____

3. Source: Groundwater

tributary to NA

B. OVERLAP REVIEW

1. Other water rights with the same place of use: Nampa-Meridian Irrigation District (Exhibit 1)

2. Other water rights with the same point of diversion: None owned by permit holder (Exhibit 1)

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

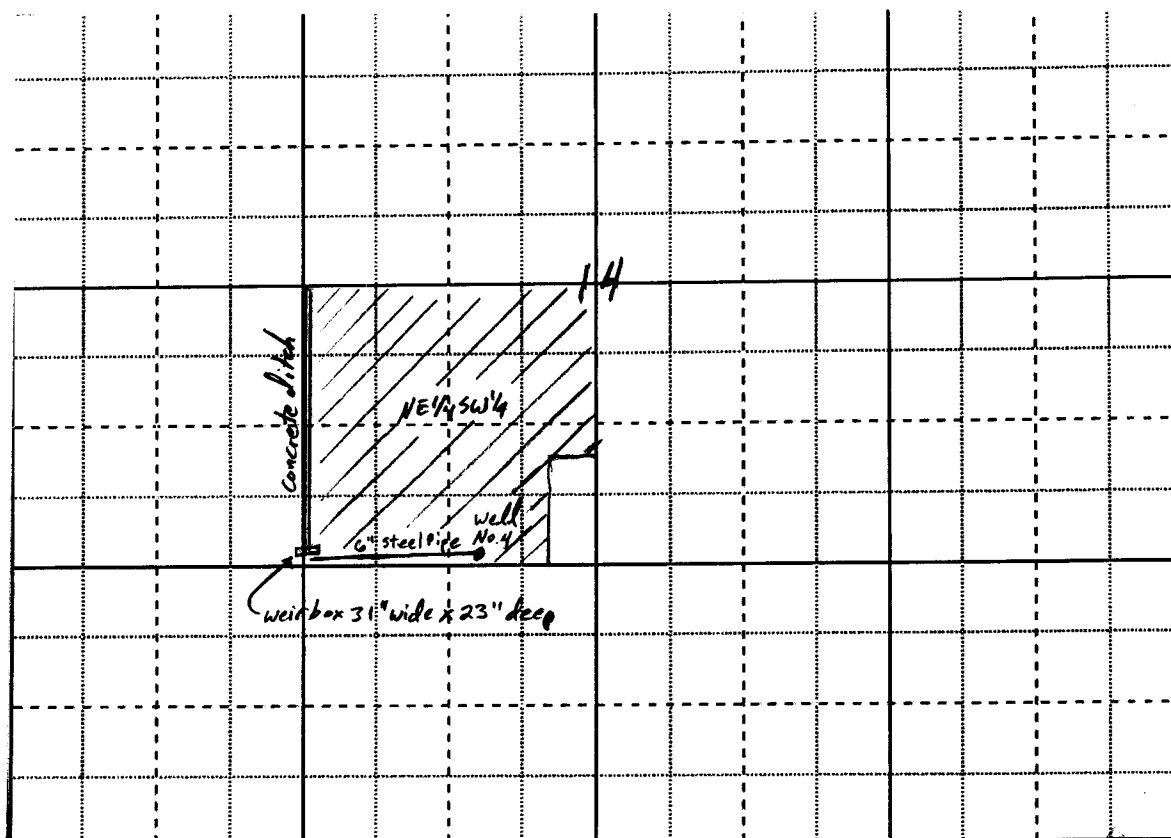
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2. Place(s) of Use:

Indicate Method of Determination Deed Description confirmed with ArcView mapping

[illegible]

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size / ditch size / pipe i.d. as applicable.



Scale: 1" = 1/4 mile.

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).
See Exhibit 2

☒ Aerial Photo Attached
(required for irrigation of 10+ acres)
See Exhibit 3

☒ Photo of Diversion and System Attached
See Exhibit 4

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well No. 4	Unknown	7.5	Unknown	Unknown	4 inches

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
PolySonic	NA	Peek	DCT-7088	33508	NA	June 2006

2. **Measurements:** 351.2 gpm

E. NARRATIVE / REMARKS / COMMENTS

1. This permit is in the name of Florence Erdley. The property was purchased from Florence Erdley by Earl and June Tuckness. The purchase and sale agreement, Exhibit 5, clearly states that all water rights and permits associated with the well are included in the sale. Earl and June Tuckness have assigned this permit, Exhibit 6, to Kevin A. Howell Construction, Inc. as the current owner of this permit.
2. The measured flow rate was 0.78 cfs. This recommendation is for 0.74 cfs based on the standard duty of water of 0.02 cfs per acre.
3. This permit was developed to provide supplemental ground water to irrigate 36.8 acres of crop land. Surface water provided by Nampa-Meridian Irrigation District is the primary source of irrigation water.
4. The well drillers report indicates a) a 10-inch diameter well was drilled to 126 feet below ground; b) a 10-inch steel casing extends to 101 feet below ground; c) the water bearing zone extends from 100 to 126 feet below ground; d) the static water level is 45 feet below ground; and e) no screen was installed.
5. Proof of Beneficial Use indicates the pump is 15 horsepower. However, information provided during the property transaction indicates the pump is a 7.5 horsepower set at 80 feet below ground.
6. The pump and motor is submersible and access to the nameplate data for make, model and serial number is not possible without pulling the pump.
7. The distribution system consists of a six inch diameter steel pipe from the well to the southwest corner of the property. The pipeline discharges into a concrete ditch that extends northward along the west boundary of the parcel. Ditch tins are used to raise the water level in the ditch and siphon tubes are used to apply water to the field. A weir box has been installed at the upper end of the concrete ditch to measure the discharge rate from the pump.
8. Deer Flat Caldwell Canal supplies Nampa-Meridian Irrigation District water to the property. The head gate from the canal system to the property is located near the southwest corner of the property in a Boise Project control box. A buried pipeline extends from the Deer Flat Caldwell Canal east approximately 250 feet to the head gate. The well water discharge enters the field ditch downstream of the head gate.
9. Examiner is not aware of any annual reporting that has been submitted to IDWR by the previous owners.
10. Right holder will continue to use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right.
11. The current owner is developing a residential subdivision that includes this property. A pressurized irrigation system will be constructed to distribute Nampa-Meridian Irrigation District and Wilder Irrigation District water to the common areas and residential landscaping of the subdivision. Supplemental ground water will be supplied to the pressure irrigation system during the shoulder season when surface water is not available.
12. A pending transfer application is filed with IDWR to transfer the point of diversion for this permit to a new well location adjacent to the pressurized irrigation system. This permit will be combined with another supplemental water right at the new point of diversion.
13. A measuring device will be installed at the new point of diversion.

Have conditions of permit approval been met? X yes no

F. FLOW CALCULATIONS _____ Additional Computa. 11 Sheets Attached
Measured Method:

Discharge was measured in the six inch diameter steel discharge pipe using a Peek PolySonic meter. The meter requires temporary installation of transducers on the outside of the pipe. Transducers were installed on a straight run of pipe near the discharge end. The meter signal strength was greater than 82% at the time of measurement which is within the desirable operating range. Flow measurement was recorded once the flow rate stabilized.

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 36.8 * 4.5 = 165.6$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .74 * 260 * 1.9835 = 381.63$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 165.6$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
<u>Irrigation</u>	<u>3/1 11/15</u>	<u>0.74</u>	<u>165.6</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Totals: <u>0.74</u>			<u>165.6</u>
Totals combined limit with other rights			

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

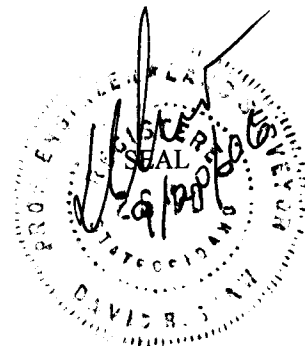
I. AUTHENTICATION

Field Examiner's Name David B. Shaw, P.E.

Date July 24, 2006

Reviewer _____

Date _____



IDWR Water Right and Adjudication Search

Note: This search tool identifies active water rights and active transfers. If you want to search both active and inactive water rights, please check the box below.

Search for both active and inactive water right records.

Search Results

Type of Query		USAGE INSTRUCTION					
☒ All SRBA & Water Rights							
SRBA ☐ Claims ☐ Recommendations ☐ Both		Water Rights ☐ Applications ☒ Permits ☒ Decrees, Licenses and Statutory Claims ☐ Transfers ☐ All of the above					
Basin	Who	What	When	Where	Clear	Search	Help

Query parameters:

Township = $3n$

Range = 3w

Section = 14

OO = NE

Quarter = SW

Search for: active Records

POU = 1

Information for type: Claim

[illegible]

Details	1	63	2388			License	Active	1924-08-18	300	BOISE RIVER	IRRIGATION	STATES OF AMERICA ACTING THROUGH (Current)
Related Documents												
General Provision												

Information for type: Recommendation

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner
Details	2	63	198	AJ	1	Decreed	Active	1877-06-01	0.4	BOISE RIVER, MORES CREEK	IRRIGATION	NAMPA MERID L IRRIGA I DISTRIC (Current)
Related Documents												
General Provision												
Details	3	63	199	B	1	Decreed	Active	1878-05-01	169.6	BOISE RIVER, MORES CREEK	GROUND WATER RECHARGE, INDUSTRIAL, IRRIGATION	NAMPA MERID L IRRIGA I DISTRIC (Current)
Related Documents												
General Provision												
Details	4	63	199	C	1	Decreed	Active	1878-05-01	0.4	BOISE RIVER	IRRIGATION	NAMPA MERID L IRRIGA I DISTRIC (Current)
Related Documents												
General Provision												
Details	5	63	200	B	1	Decreed	Active	1888-08-20	361.94	BOISE RIVER, MORES CREEK	GROUND WATER RECHARGE, INDUSTRIAL, IRRIGATION	NAMPA MERID L IRRIGA I DISTRIC (Current)
Related Documents												
General Provision												
Details										MASON		UNITED STATES AMERIC

Related Documents	6	63	2109		1	License	Active	1909-06-02	104.8	CREEK	IRRIGATION	ACTING THROU (Current)
General Provision												
Details	7	63	2392	B	1		License	Active	1927-09-13	3.7	WASTE WATER	NAMPA MERIDL IRRIGA DISTRIC (Current)
General Provision												
Details	8	63	30181		1		Decreed	Active	1864-06-01	0.2	BOISE RIVER, MORES CREEK	NAMPA MERIDL IRRIGA DISTRIC (Current)
Pedigree												
Related Documents												
General Provision												

Information for type: Statutory Claim, Decree and License

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner
Details												
Related Documents	9	63	2388			License	Active	1924-08-18	300	BOISE RIVER	IRRIGATION	US DEP INTER (Current)
General Provision												
Details	10	63	2529			License	Active	1936-12-21	87.1	GROUND WATER	DOMESTIC, IRRIGATION	PIONEER IRRIGA DISTRIC (Current)
Related Documents												
General Provision												
Details	11	63	2891			License	Active	1952-01-23	10	WILSON DRAIN	IRRIGATION	PIONEER IRRIGA DISTRIC (Current)
Related Documents												
General Provision												
Details										GROUND		RAASCI CLARA (Current)

General Provision	12	63	23762			Decreed	Active	1932-06-10	0.04	WATER	DOMESTIC	RAASC LA WRE (Current)
Details	13	63	28053			Decreed	Active	1974-08-01	0.04	GROUND WATER	DOMESTIC	ERDLE FLOREN E M (Cu
General Provision												

Information for type: Permit

	Record	Basin	Sequence	Suffix	Version	Basis	Status	Priority Date	Diversion Rate	Source List	Water Uses	Owner Lis
Details	14	63	11714				Active	1992-03-13	0.8	GROUND WATER	IRRIGATION	ERDLEY, FLORENC E M (Current)
Related Documents												
General Provision												

Number of records = 14

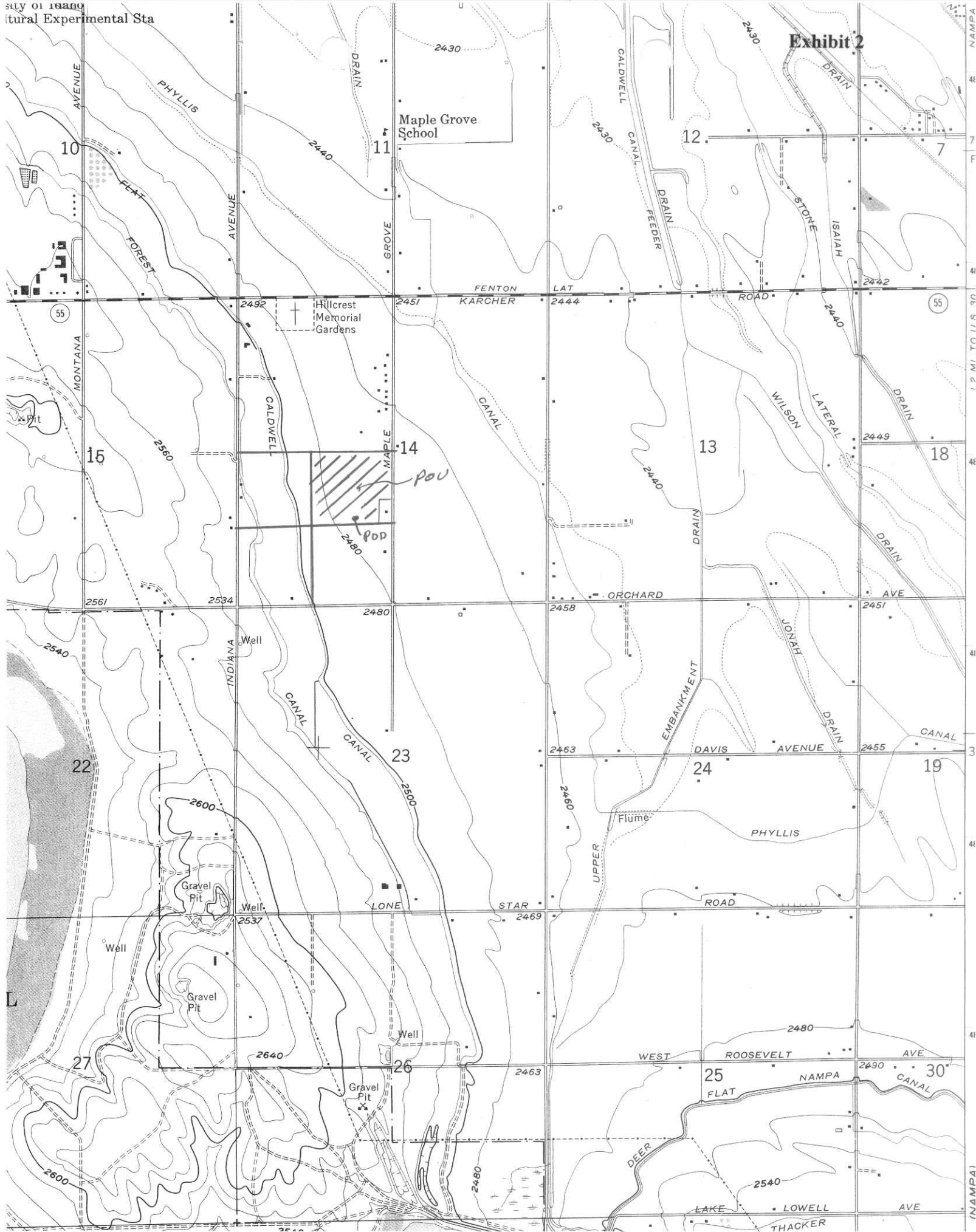


Exhibit 3 Beneficial Use Field Exam

Permit #63-11714 POU Map



400 0 400 800 1200 1600 Feet

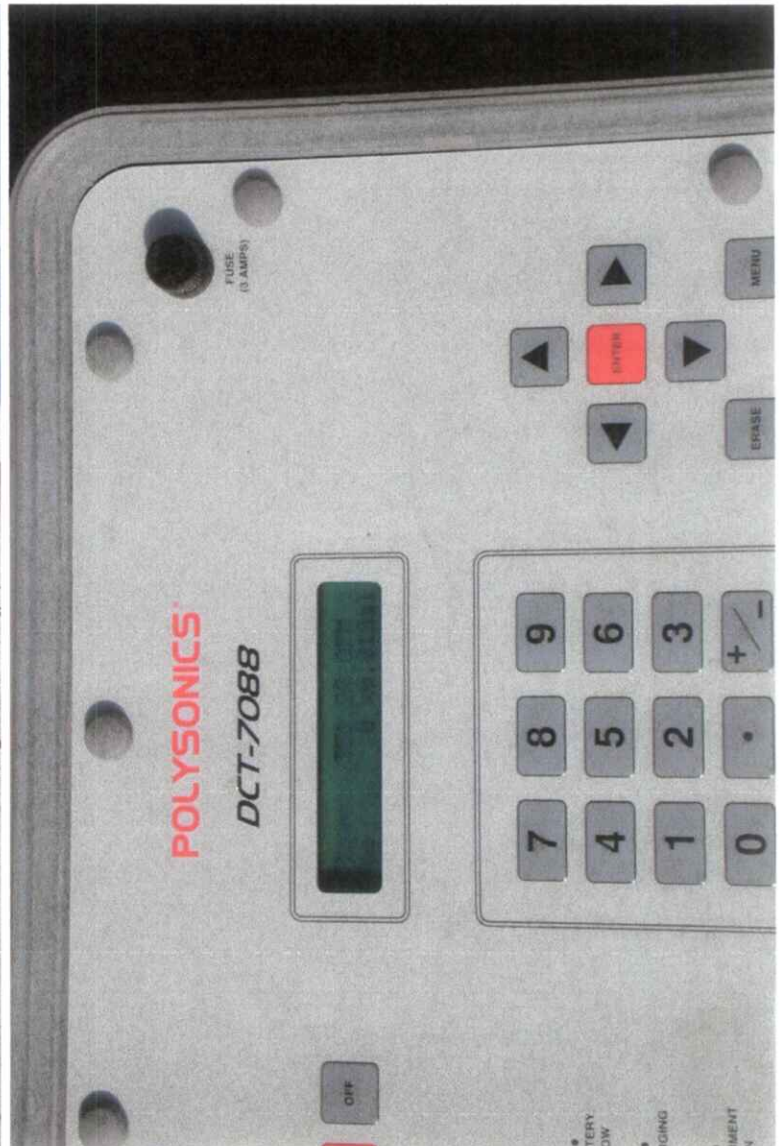


Prepared By: Paul E. Drury, P.E.
ERO Resources
Boise, Idaho

Date Prepared: April 12, 2006
Data Source: 2004 NAIP Aerial Photo



Exhibit 4



**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;

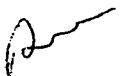
Thence South 0° 49' 00" West along said easterly boundary a distance of 115.21 feet to THE TRUE POINT OF BEGINNING.

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.

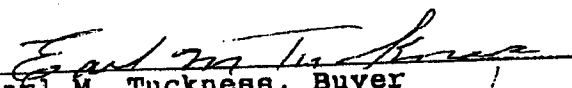
9. All water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein. Also conveyed herein is any licenses, permits, or claims of water rights pursuant to an irrigation well 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.

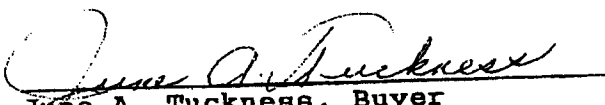
REAL ESTATE PURCHASE & SALE AGREEMENT - 4

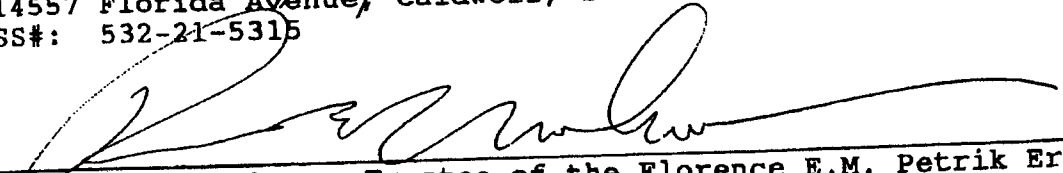


15. This Real Estate Purchase and Sale Agreement was prepared by Reese E. Verner, attorney at law, as attorney for Seller. Buyer acknowledges that he has the right to have this Agreement examined by an attorney of his own choosing and has been cautioned not to sign the same if he has any question as 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

Oct 10 01 12:35p

WELL AGREEMENT

Handwritten: 10-10-01
 THIS AGREEMENT made and entered into this the 5th day of ^{May} March, 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,

WELL AGREEMENT - Page 1

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OCT 10 '01 04:34PM ROBINSON & WALKER, PLLC

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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

WELL AGREEMENT - Page 2

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OCT 10 01 04:35PM ROBINSON & WALKER, PLLC

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

Oct 10 01 12:38p

p.5

RECEIVED BY THE CLERK OF THE DISTRICT COURT OF CANYON COUNTY, IDAHO, OCT 10 2001 04:35PM ROBINSON & WALKER, PLLC

Bill of Sale

Exhibit 6

**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:

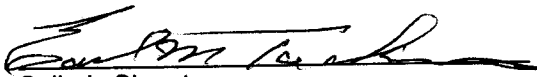
Water Right Permit No. 63-11714

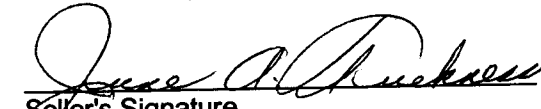
Seller warrants that they are the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

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

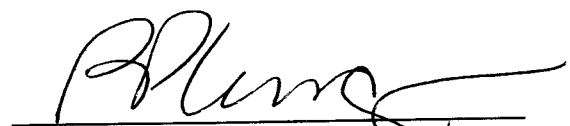
JUNE A. TUCKNESS
Seller's Printed Name

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



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.

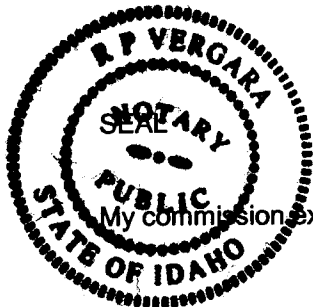
Made this 24 day of May, 2006.

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