

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

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

CIVIL CASE NUMBER: 59576

Claim ID: 87-11975

Date Received: 3-24-21

Receipt No: N035823

Claim Fee: 25.00 By: NS

RECEIVED

MAR 24 2021

IDWR / NORTH

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) STEVEN POTRATZ AND/OR ELLEN POTRATZ Phone (208) 310-1407
Mailing address 2949 CLYDE RD MOSCOW ID Zip 83843
Street or Box City State
Email address (optional) potratz6@msn.com
- Date of priority: (Only one per claim) 12/31/1917 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water (✓) or Other () (a) _____
which is tributary to (b) _____
- Location of point of diversion is: Township 39N, Range 05W, Section 30,
NW 1/4 of SE 1/4, or Govt. Lot _____ BM, County of LATAH;
Parcel no. RP39N05W307956
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
submersible pump in concrete vault. Pump depth 175 feet. 1 1/2" pipe riser to 1 1/4" distribution to house, garage, outdoor spigots.
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For DOMESTIC purposes from 1/1 to 12/31 amount 0.04 cfs (✓) or AFY ()
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed 0.04 cfs () or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
Domestic - One home with lawn

9. Location of place of use is: Township 39N, Range 05W, Section 30,
NW 1/4 of SE 1/4, Govt. Lot _____ BM, Parcel no. _____
If different than shown in Item 4
for (check one) **Domestic** (✓) **Stock** () **Domestic and Stock** ()

Additional places of use, if any _____

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

11. Do you own the property listed above as place of use? Yes (✓) No ()
If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
87-7022 or None ()

13. Remarks (include an explanation of the priority date selected):
House was built in 1917 by Authur Snow-included adjacent farm/cattle ranch, hired help residence and ground of present Woodland hills TLR Pk. Well was then and is currently connected to cistern at top of adjacent hill.

14. Basis of claim (check one) **Beneficial Use** (✓) **Posted Notice** () **License** () **Permit** () **Decree** ()
Court _____ Decree Date _____ Plaintiff v. Defendant _____
If applicable provide IDWR Water Right Number 87-11975

15. **Signature(s)**
(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Palouse River Basin Water System Adjudication."
(b.) I/We do ~~(X)~~ do not () wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s) Steve J. Patut Date: March 21, 2021
Ellen M. Patut Date: March 21, 2021

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____,
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. **Notice of Appearance:**
Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

WILLIAM L. HERRINGTON, P.A.
Attorney and Counselor at Law

410 S. Jefferson
Moscow, ID 83843
(208) 882-4262; Fax (208) 882-6632
email: attorney@turbonet.com

July 24, 2000

Steve and Ellen Potratz
4213 Highway 95 South 2949 Clyde Road
Moscow, ID 83843

RE: Water Rights and Use

Dear Steve and Ellen:

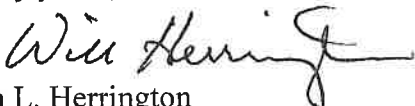
I have reviewed the documents providing you with an easement and right to access a well on adjacent property to your home. I have also reviewed Title 42 of Idaho Code, which provides for water rights, and the sales documents from Lucas to Tribble. I have also discussed your circumstances with an attorney in Boise who practices water law exclusively.

It is our view that you have a domestic water right as defined in Idaho Code Section 42-111. This right allows you the use of water for your home, livestock, and any other purpose in connection therewith, including irrigation of up to one half acre of land. This use would be limited to 13,000 gallons per day. This amount is more than the normal monthly consumption for a single family residence, which averages about 8,000 gallons per month. Idaho Code does not require the filing of such domestic water rights.

As to the sales agreement and easement, I believe these documents provide you with access to your water source. I do not see anything in either the easement or the sales agreement which limits your right to utilize the well and easement to any particular amount of water or use. I believe you may utilize this well and easement for water consumption and irrigation up to the limits of your water right. Because there appear to be some limitations on the ability of this well to satisfy demand, I believe that you should be courteous in your use of the water and endeavor not to waste water from this source. Any language in the sales agreement from Lucas to Tribble which is intended to restrict or limit your use of the well or easement would not affect you because your easement and agreement were in effect prior to their purchase of the property and are of record, and it is clear that Tribbles took title subject to your rights.

If you have any questions regarding the water right or your rights under the easement or sales agreement, please feel free to contact me.

Very truly yours,


William L. Herrington
Attorney at Law

WLH/bl

WATER AGREEMENT

THIS AGREEMENT is made by and between JAMES R. LUCAS and VIOLET R. LUCAS, husband and wife, hereinafter called "Lucas" and GARY M. TRIBBLE and KATHLEEN R. TRIBBLE, husband and wife, hereinafter called "Tribble";

WITNESSETH:

WHEREAS, Lucas is the owner of the following described real property, situated in Latah County, Idaho, on which a well exists, together with a reservoir, booster, and electric pump; to-wit:

Parcel III

All that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 39 North, Range 5 W.B.M., lying West and Westerly of U.S. Highway 95 which traverses said property in a Southwesterly-Northeasterly direction, as the same now exists.

ALSO a tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 39 North, Range 5 W.B.M., lying between the Easterly right of way of the Old North and South Highway and the Westerly line of the New North and South Highway (FAP 18 A 2) described as follows:

Beginning at a point approximately 2017 feet West from the East Quarter corner of said Section 30 on the Westerly right of way line of the New North and South Highway; thence West 168 feet on said Quarter line to a point on the Easterly right of way of the Old North and South Highway; thence in a Northerly direction on the line of said Highway 120 feet; thence East to the Westerly right of way line of the New North and South Highway; thence along the Westerly right of way line of said new highway in a general Southwesterly direction to the point of beginning.

EXCEPTING THEREFROM a tract of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, Township 39 North, Range 5 W.B.M., and more particularly described as follows:

Remainder Property Parcel II

LESS THE FOLLOWING: Beginning at the West quarter corner of Section 30; thence along the North line of the S $\frac{1}{4}$ of said Section 30, N 88°31'42" E 3111.49 feet to the TRUE POINT OF BEGINNING; thence S 88°31'42" W 399.57 feet; thence South 150.04 feet; thence S 89°45'30" E 371.58 feet to the centerline of existing county Road; thence along said centerline N 9°45'57" E 164.25 feet to the TRUE POINT OF BEGINNING.

Parcel I

ALSO LESS THE FOLLOWING: A parcel of land situated in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho;

More particularly described as:

Beginning at the Northwest corner of the Southwest Quarter of said Section 30; thence N 88°31'42" East 3086.00 feet to the West right-of-way line of Clyde Road; thence S 09°45'57" W 252.67 feet along said right of way line to an intersection with the Northerly right of way line of U.S. Highway 95 and the real point of beginning; thence S 46°36'00" West along the right-of-way line of U.S. Highway 95 a distance of 820.00 feet; thence N 00°50'28" West 155.12 feet; thence S 62°19'15" West 164.60 feet; thence N 35°09'57" West 137.19 feet; thence N 28°02'36" East 266.04 feet; thence N 27°20'23" East 164.50 feet; thence N 89°31'21" E 202.35 feet; thence N 00°46'33" W 23.06 feet; thence S 89°35'26" E 56.41 feet; thence S 01°12'05" W 22.20 feet; thence N 89°31'21" E 366.58 feet to the Westerly right-of-way of Clyde Road; thence S 09°45'57" West 13.72 feet to the real point of beginning.

TOGETHER WITH ownership, as set forth in that certain Water Agreement, recorded under Fee No. 397334, records of Latah County, Idaho, of a water well, well pump, booster pump and all underground piping used in connection with servicing the above described property and the use of the water reservoir located as hereinafter described.

Beginning at the Northeast corner of the hereinbefore described parcel; thence S 89°31'21" West 366.68 feet along the North boundary of said parcel; thence N 04°03'13" East 27.20 feet along said parcel boundary; thence N 66°34'27" West 331.73 feet to the well, there due west 30 feet to the pump; thence N 88°57'12" West 316.7 feet to the reservoir.

ALSO RESERVING TO THE GRANTORS:

A right of unrestricted access over and across an existing roadway through the hereinbefore described parcel, being more particularly described as:

Beginning at the real point of beginning of the hereinbefore described parcel; thence S 46°36'00" west along the northerly right-of-way line of U.S. Highway 95, a distance of 770 feet, the beginning of said access; thence N 20°19'18" East 161.75 feet; thence N 10°52'42" East 45.54 feet; thence N 07°00'51" East 67.41 feet; thence N 16°38'21" East 65.10 feet; thence N 44°13'00" East 109.25 feet; thence N 19°04'27" East 68.45 feet; thence N 04°03'13" East 71.03 feet; thence N 01°12'05" E 22.20 feet to the North boundary of said parcel and the terminus of said easement.

Further reserving unto the Grantor a permanent easement for future access over and across the following described part of the hereinbefore described parcel, more particularly described as:

Beginning at the Northwest corner of the Southwest Quarter of said Section 30; thence N 88°31'42" East 3086.00 feet to the West right-of-way line of Clyde Road; thence S 09°45'57" West 252.67 feet along said right-of-way line to an intersection with the northerly right-of-way line of U.S. Highway 95; thence S 46°36'00" West along the right-of-way line of U.S. Highway 95, a distance of 820.00 feet to the real point of beginning; thence N 46°36'00" East 50 feet; to the centerline of the hereinbefore described easement; thence N 20°19'18" East along said easement 30 feet; thence N 63°36'59" West 53.60 feet; thence S 00°50'28" East 86.31 feet to the real point of beginning.

ALSO RESERVING the right to use the water system as it is now located and that supplies water to those buildings and residences located on the remaining adjacent property owned by James R. and Violet R. Lucas.

→ SUBJECT TO: Those stipulations and covenants set forth in that particular unrecorded easement between James R. and Violet R. Lucas, Grantors, and Farol N. Tomson and Kathleen L. Tomson, dated November 29, 1983, regarding the following described real property situated in Latah County, Idaho, to-wit:

A tract of land located in portions of the NE¼SW¼ and the NW¼SE¼ Section 30, Township 39 North, Range 5 West, Boise Meridian, County of Latah, State of Idaho, and more particularly described as follows: Beginning at the West quarter corner of said Section 30; thence along the North line of the S¼ of said Section 30, N 88°31'42" E 1377.76 feet to the True Point of Beginning; thence along said North line N 88°31'42" E 1334.16 feet; thence South 150.04 feet; thence N 89°45'30" W 32.81 feet; thence S 0°05'34" E 51.89 feet; thence N 89°38'15" W 979.24 feet; thence S 50°49'43" W 134.79 feet; thence S 89°24'57" W 218.97 feet; thence N 0°23'11" E 248.71 feet to the True Point of Beginning.

WHEREAS, Tribble is the owner of the above described Parcel I;

and

WHEREAS, Lucas hereby conveys to Tribble all of Lucas' water rights to said well, together with all present and future water supplies in said well, including ownership of the water well, well pump, booster pump, and all underground piping used in connection with servicing the above described property and the use of the water reservoir located as hereinafter described.

1 The following described real property situated in Latah
County, State of Idaho, to-wit:

2 Beginning at the Northeast corner of Parcel I hereinabove
3 described, thence S 89°31'21" W 366.68 feet along the
4 north boundary of said parcel; thence N 04°03'13" E 27.20
feet along said parcel boundary; thence N 66°34'27" W
5 331.73 feet to the well, there due west 30 feet to the
pump; thence N 88°57'12" W 316.7 feet to the reservoir;
and

6 WHEREAS, said water is for the use and benefit of the
7 following described single family residence located on Parcel II,
8 hereinabove described, and for a trailer court containing 28 single
9 family units, located on Parcel I, and for a single family unit,
10 together with duplex, farm, ranch and stock purposes as to Parcel
11 III hereinabove described; and

12 → WHEREAS, it is further understood hereto between the parties
13 that the Sellers herein entered into a Sale Agreement dated the
14 14th day of November, 1983, and an easement dated the 29th day of
15 November, 1983, regarding water supplied to the above described
16 Parcel II from said well and Tribble takes this Agreement subject
17 to that agreement and easement, copies of which are attached hereto
18 and incorporated herein by reference as if fully set forth at this
19 point; and

20 WHEREAS, Tribble is herein granted an easement along the
21 existing pipelines in Parcel III and the Lucas' hereby reserve an
22 easement across Parcel I as the water lines now exist for water
23 supplies to each parcel; and

24 WHEREAS, although Tribble owns the water in the well, he
25 agrees to, at his sole expense, maintain and repair the well, pump,
26 booster and all underground piping used in connection with Parcel
27 I, and reconstruct and replace said pipelines as necessary, but in
28 doing any of such things, Tribble shall restore the land and
29 improvements to their original condition or as close thereto as
30 within reason; and
31

1 WHEREAS, in the Lucas' above-mentioned agreement dated the
2 14th day of November, 1983, concerning Parcel II, the owners
3 thereof are obligated to pay 1/15 of all pumping costs for said
4 well and any expenditures by Tribble for repair of said well or
5 pump or cistern in excess of \$500.00. per expenditure, will be
6 shared by the owner of Parcel II, with said owner paying 1/15 of
7 said excess above \$500.00. Sellers agree to pay 50% of Buyers
8 expense to replace the well pump and/or 50% of Buyers' expense to
9 drill a new well if a new well is required due to insufficient
10 capacity to accommodate existing users, or if the well becomes
11 contaminated. This 50% expense arrangements will run until July 1,
12 2003, so long as that certain Agreement by and between the parties,
13 dated July 1, 1993, with Memorandum of Sale recorded
14 _____ as Latah County Recorder's Fee No. 397333, is
15 not in default, and beyond, until such a time that the Sellers
16 voluntarily stop using water from this well. The Sellers feel
17 confident that this well has sufficient quantity and quality to
18 continue to meet the needs of its current users. The Sellers will
19 continue to keep livestock 50 feet away from the well, as currently
20 directed by the proper health department. Sellers will cooperate
21 if this governing body changes this distance requirements. It is
22 understood that said repairs and maintenance are at the discretion
23 of Tribble, however, said repairs and maintenance shall be
24 maintained in a manner so as to supply a reasonable uninterrupted
25 flow of water to the parcels; and

26 → WHEREAS, should the water in said well be insufficient to
27 supply the reasonable necessary needs as set forth above of all
28 three parcels, the water shall first go to Parcel 1, Parcel 2, and
29 then to Parcel 3.

30 Tribble is aware of fluoride content in the drinking water and
31 has been in contact with George Dekan, Idaho Department of

1 Environmental Quality and accepts the well and water in this
2 condition.

3 IN WITNESS WHEREOF, we have set our hands this 30TH day of
4 JUNE, 1993.

5 James R. Lucas
6 James R. Lucas

7 Violet R. Lucas
8 Violet R. Lucas

9 Gary M. Tribble
10 Gary M. Tribble

11 Kathleen R. Tribble
12 Kathleen R. Tribble

13 STATE OF IDAHO)
14) ss.
15 County of Latah)

16 On this 30TH day of JUNE, 1993, before
17 me, the undersigned, a Notary Public in and for said State,
18 personally appeared James R. Lucas and Violet R. Lucas, known or
19 identified to me to be the persons whose names are subscribed to
20 the foregoing instrument and acknowledged to me that they executed
21 the same.

22 IN WITNESS WHEREOF, I have hereunto set my hand and notarial
23 seal on the date last above written.



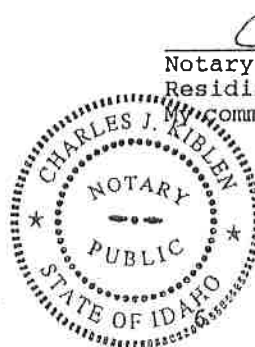
24 Charles J. Kiblen
25 Notary Public for Idaho,
26 Residing in Latah County.
27 My commission expires _____

28 COMM. EXP. 2-17-99

29 STATE OF IDAHO)
30) ss.
31 County of Latah)

32 On this 30TH day of JUNE, 1993, before
me, the undersigned, a Notary Public in and for said State,
personally appeared Gary M. Tribble and Kathleen R. Tribble, known
or identified to me to be the persons whose names are subscribed to
the foregoing instrument and acknowledged to me that they executed
the same.

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



Charles J. Kiblen
Notary Public for Idaho,
Residing in Latah County.
My commission expires _____

COMM. EXP. 2-17-99

SALE AGREEMENT

THIS SALE AGREEMENT is made and entered into this 14 day of NOVEMBER, 1983, by and between JAMES R. LUCAS and VIOLET R. LUCAS, husband and wife, hereinafter called the Sellers, and FAROL N. TOMSON and KATHLEEN L. TOMSON, husband and wife, hereinafter called the Buyers.

WITNESSETH:

1. SALE OF PROPERTY: The Sellers agree to sell and convey to the Buyers and the Buyers agree to buy from the Sellers, upon the terms and conditions hereinafter contained, the following described real property situated in Latah County, State of Idaho, to-wit:

A tract of land located in the Northwest Quarter Southeast Quarter (NW1/4SE1/4) of Section Thirty (30), Township Thirty-nine (39) North, Range Five (5), West, Boise Meridian, County of Latah, State of Idaho, and more particularly described as follows: Beginning at the west quarter corner of said Section Thirty (30); thence along the North line of the South Half, said Section Thirty (30), N.88°31'42"E. 3111.49 feet to the true point of beginning; thence S.88°31'42"W. 399.57 feet; thence South 150.04 feet; thence S.89°45'30"E. 371.58 feet to the centerline of existing county road; thence along said centerline N.9°45'57"E. 164.25 feet to the true point of beginning, said tract contains 1.38 acres. Subject, thereto, right of way as required for roadway purposes as shown.

The Sellers, for themselves, their heirs and assigns, reserve a right of way over and across the existing roadway which is located along the North edge of the above described property.

TOGETHER WITH ALL AND SINGULAR, the improvements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

2. PURCHASE PRICE: The purchase price shall be EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$83,000.00), which the Buyers covenant and agree to pay to the Sellers as follows:

(a) The sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) cash, down payment, the receipt of which is hereby acknowledged by

SALE AGREEMENT

the Sellers.

(b) The balance of the purchase price, to-wit, the sum of THIRTY-THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00), together with interest on deferred balances thereof remaining from time to time unpaid, at the rate of ELEVEN PER CENT (11%) PER ANNUM from the date of this agreement, until paid, shall be paid in monthly installments of THREE HUNDRED SEVENTY-FIVE AND 08/100 DOLLARS (\$375.08) each, which sum includes interest, on the 10th day of December, 1983, and on the 10th day of each month thereafter until the entire balance due under this agreement, both principal and interest, has been paid in full. All payments shall be applied first to interest accrued to the date of payment, and the balance on the purchase price.

2A. PREPAYMENTS: The Buyers shall have the right, at any time, to prepay the purchase price or any part thereof, without penalty.

3. POSSESSION: The Buyers shall be entitled to possession of the property on October 29, 1983, and shall pay the sum of \$250.00 as rental for the property from October 29, 1983, to the date of closing. Buyers shall be entitled to retain possession of the property so long thereafter as the Buyers shall observe, comply with and perform each and every term and condition of this agreement on their part to be observed, complied with and performed.

4. CONDITION OF THE PREMISES: The Buyers have been given full opportunity of inspection of the above described real property and have inspected the same, and shall accept the same in its present physical condition, without relying upon any statement or representation of the Sellers. Until the full purchase price and interest are paid in full the Buyers shall, at their own expense, keep and maintain the said property in as good condition as when
SALE AGREEMENT

possession of same is delivered to them, ordinary and reasonable wear and tear from ordinary and reasonable use excepted.

5. PRO-RATA RENTALS: All damage deposits and rentals shall be pro-rated between the parties as of the date of closing.

6. PERSONAL PROPERTY: The window coverings with rods and the wood stove in the kitchen are included in the purchase price. The electric range and refrigerator are to remain on the property and used by the Buyers for a period of time not to exceed six (6) months from the date hereof. The Sellers may, at any time up to a period of six (6) months from the date hereof, remove the carpet in the living and dining rooms and the personal property in the outbuildings located on the premises. Any personal property not removed by the Sellers within the six (6) months time will become the property of the Buyers.

7. COST OF SURVEY: Each of the parties shall pay one-half (1/2) of the cost of the survey of the real property herein conveyed.

8. WELL: It is understood between the parties hereto that there is an old well located upon the property described in paragraph 1 herein and the Sellers may continue to have access to the well and to use the water from said well. PROVIDED, HOWEVER, this is an exclusive use by the Sellers and cannot be transferred or sold by them.

9. EASEMENT FOR WATER: It is further understood between the parties hereto that the water supply for the house located on the property being sold is located on the adjoining lands owned by the Sellers and described as follows:

A tract of land located in portions of the NE1/4 SW1/4 and the NW1/4SE1/4 Section 30, Township 39 North, Range 5 West, Boise Meridian, County of Latah, State of Idaho, and more particularly described as follows:

Beginning at the West quarter corner of said Section 30; thence along the North line of the South 1/2 of said Section 30, N.88°31'42"E. 1377.76 feet to the True Point of Beginning; thence along said North line N.88°31'42"E. 1334.16 feet; thence South 150.04 feet; thence N.89°45'30"W. 32.81 feet; thence S.0°05'34"E. 51.89 feet; thence N.89°38'15"W. 979.24 feet; thence S.50°49'43"W. 134.79 feet; thence S.89°24'57"W. 218.97 feet; thence N.0°23'11"E. 248.71 feet to the True Point of Beginning. Said tract contains 6.03 acres.

The Buyers are granted an easement to the use of the water from said well and the right to maintain said water lines that run across the said property. Buyers are to pay one-fifteenth (1/15) of all pumping costs for said well. Any expenditures by the Sellers for repair of said well or pump, in excess of \$500.00 per expenditure will be shared by the parties, with the Buyers paying 1/15 of said excess of \$500.00 and the Sellers paying the remaining balance.

10. TAXES: The taxes and assessments on the real property for the year 1982 and before shall be paid by the Sellers. The taxes and assessments for the year 1983 shall be pro-rated between the Buyers and Sellers as of November 14, 1983. The Buyers shall, annually and prior to delinquency thereof, pay all taxes and assessments for the year 1984 and thereafter.

11. INSTRUMENT OF CONVEYANCE: The Sellers shall forthwith execute and acknowledge a good and sufficient warranty deed to the above described real property with the Buyers named therein as grantees, conveying to the Buyers a fee simple title to said property, free and clear of liens and encumbrances, excepting only (1) existing highway and roadway easements and rights of way and (2) existing utility easements and rights of way, and shall place the deed in escrow with the escrow holder hereinafter named.

12. ESCROW HOLDER: The parties hereto do hereby designate and appoint MOSCOW TITLE, INC., Moscow, Idaho, escrow holder hereunder.

13. ESCROW INSTRUCTIONS: All payments of the purchase
SALE AGREEMENT

price and interest, except the down payment, shall be paid to the escrow holder. When the purchase price and interest under this agreement are paid in full the escrow holder is instructed to and shall deliver the warranty deed in escrow to the Buyers without the necessity of any prior notice to the Sellers. The escrow holder shall distribute the money paid to it according to the printed instructions which are submitted to the escrow holder along with this sale agreement. The Buyers and Sellers shall each pay one-half (1/2) of any and all escrow charges.

14. TIME IS OF THE ESSENCE: It is stipulated and agreed by and between the parties hereto that TIME IS OF THE ESSENCE of this agreement and of each and every part thereof, and in case the Buyers should fail to make any of the payments required of them hereunder, or fail to keep any agreement herein contained, the Sellers shall have the right, at their option, to declare this agreement null and void, and thereupon all rights and interests created and then existing in favor of the Buyers as against the Sellers hereunder shall utterly cease and terminate and the right to possession of the property hereinabove described and all other rights acquired by the Buyers hereunder shall revert to and revest in the Sellers without any act of re-entry or any other act by the Sellers to be performed and without any right of the Buyers to return, compensation or reclamation of or for any moneys paid by the Buyers on account of this agreement as absolutely, fully and perfectly as if this agreement and such payments had not been made. In case this agreement is declared null and void as aforesaid, all payments heretofore made under this agreement shall, at the option of the Sellers, be retained by and belong to the Sellers as the agreed and reasonable rental for the premises to the time of default, and as liquidated damages for the breach of this agreement.

SALE AGREEMENT

ment. The Sellers, in case this agreement is declared null and void, shall have the right, immediately or at any time thereafter, to enter upon the premises, with or without process of law, and to take immediate possession of the property, together with all improvements thereon.

IT IS EXPRESSLY PROVIDED, HOWEVER, that before this agreement may be declared null and void as aforesaid, the Sellers shall first give thirty (30) days written notice of default to the Buyers by personal service on the Buyers or by United States registered or certified mail, postage prepaid, addressed to the Buyers at their last known address, or at such other address as the Buyers may hereafter provide to the Sellers. The Sellers shall set forth in the written notice, with reasonable certainty, the default or defaults of the Buyers. In the event that the default or defaults of the Buyers are corrected by the Buyers or rendered harmless to the Sellers within the thirty (30) day period after the service of the notice on the Buyers the Sellers shall not have the right to declare this agreement null and void on account of the default or defaults; otherwise the Sellers shall have the right, at their option, at the end of the thirty (30) day period, to declare this agreement null and void without further notice to the Buyers. The notice shall be deemed to have been served on and given to the Buyers at the time it is either (1) personally served on the Buyers or (2) deposited in the United States mail, registered or certified, postage prepaid, addressed to the Buyers at their last known post office address.

In the event the Sellers should become entitled under the terms of this paragraph 14 to declare this agreement null and void, they shall have the right, at their option, as an alternative remedy, to declare the unpaid balance of the purchase price

immediately due and payable and to collect the same.

15. ATTORNEY FEES: In the event action is instituted by any party hereto to enforce this agreement, or any part thereof, or to recover damages for any breach thereof, the prevailing party or parties in such action shall be entitled to recover their reasonable attorney's fees to be fixed by the court, in addition to their costs and disbursements in such action.

16. TITLE INSURANCE: The Sellers shall, at their expense, provide the Buyers with a title insurance policy insuring the Buyers that the Sellers have a fee simple title to the above described real property. Such policy of title insurance shall be in the amount of \$83,000.00 and shall be a standard form title insurance policy issued by the Safeco Title Insurance Company of Idaho and countersigned by Moscow Title, Inc., Moscow, Idaho, which said title insurance policy shall, with the exception of the lien for the 1983 taxes and the easements herein contained and of record, contain only the usual printed exceptions contained in such company's title insurance policy, and no other burdensome liens.

17. FIRE INSURANCE: The Buyers shall, from the date of possession and until the purchase price and interest hereunder are paid in full, keep the buildings on the premises insured against loss by fire, with extended coverage, in amounts of at least equal to the unpaid principal due thereon. Such insurance shall be carried with an insurance company reasonably acceptable to the Sellers. All proceeds of such insurance, in case of loss, shall be payable first to the Sellers as the monetary interests of the parties may appear at the time of loss, and it shall be the responsibility and duty of the Buyers to cause all policies of insurance required under this paragraph to contain a proper and

SALE AGREEMENT

adequate clause or endorsement to that effect.

18. PREPARATION OF DOCUMENTS: The parties agree that each of the parties was either represented by legal counsel or declined to be so represented, and that the language, terms, covenants and conditions contained in this agreement are the product of the negotiations of the parties. It is understood and acknowledged by the parties that a fee has been incurred in respect to this agreement, the deed and other related matters as to this transaction. To the extent that there has been representation beyond acting as a scrivener, the attorney preparing the documents has represented the Sellers. The Buyers agree to reimburse the Sellers for one-half (1/2) of the legal fees thus incurred.

19. RIGHT OF FIRST REFUSAL: The Sellers, in addition to owning the property herein being sold to the Buyers, are the owners of the following described real property, to-wit:

All that part of the NW1/4SE1/4 and of the NE1/4 SW1/4 of Section 30, Township 39 N., Range 5 WBM lying West and Westerly of U.S. Highway 95 which traverses said property in a Southwesterly-Northeasterly direction, as the same now exists.

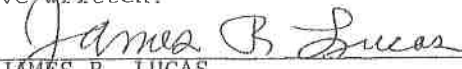
ALSO, a tract of land in the SW1/4NE1/4 of Section 30, Township 39 North, Range 5 WBM, lying between the Easterly right of way of the Old North and South Highway and the Westerly line of the New North and South Highway (FAP 18A 2), described as follows; Beginning at a point approximately 2017 feet West from the East quarter corner of said Section 30, on the Westerly right of way line of the New North and South Highway; thence West 168 feet on said quarter line to a point on the Easterly right of way of the Old North and South Highway; thence in a Northerly direction on the line of said Highway 120 feet; thence East to the Westerly right of way line of the New North and South Highway; thence along the Westerly right of way line of said new highway in a general Southwesterly direction to the point of beginning.

EXCEPTING THEREFROM, that property described in paragraph 1 above.

In the event the Sellers should receive a bona fide offer from a third person to purchase the above described real property, or any portion thereof, and said offer is satisfactory to the Sellers, the Sellers agree to give to the Buyers the privilege of purchasing said property at the price and on the terms of the offer so made, said privilege to be given to the Buyers by a written notice sent to the Buyers by certified mail, postage prepaid, at their last known address, requiring the Buyers to purchase said property on the same terms and conditions as received in the bona fide offer. The Buyers shall have thirty (30) days to accept said offer. If said offer is not accepted within the thirty (30) day period the Buyers are assumed to have rejected said offer and the Sellers may sell to whomsoever they choose. PROVIDED, HOWEVER, this option of first refusal is not binding on the Sellers should they sell or give the property to any of their children or grandchildren.

20. HEIRS AND ASSIGNS: This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto; PROVIDED, HOWEVER, the Buyers shall not assign this agreement without the prior written consent of the Sellers first had and obtained, and the Sellers shall not unreasonably withhold such consent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written.


JAMES R. LUCAS


VIOLET R. LUCAS


FAROL N. TOMSON

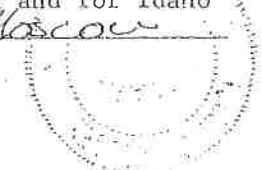

KATHLEEN L. TOMSON

STATE OF IDAHO)
 : ss
County of Latah)

On this 14 day of NOVEMBER, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES R. LUCAS and VIOLET R. LUCAS, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date last above written.

Mark S. Moore
NOTARY PUBLIC in and for Idaho
Residing at Moscow



STATE OF IDAHO)
 : ss
County of Latah)

On this 14 day of NOVEMBER, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared FAROL N. TOMSON and KATHLEEN L. TOMSON, husband and wife, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date last above written.

Mark S. Moore
NOTARY PUBLIC in and for Idaho
Residing at Moscow



