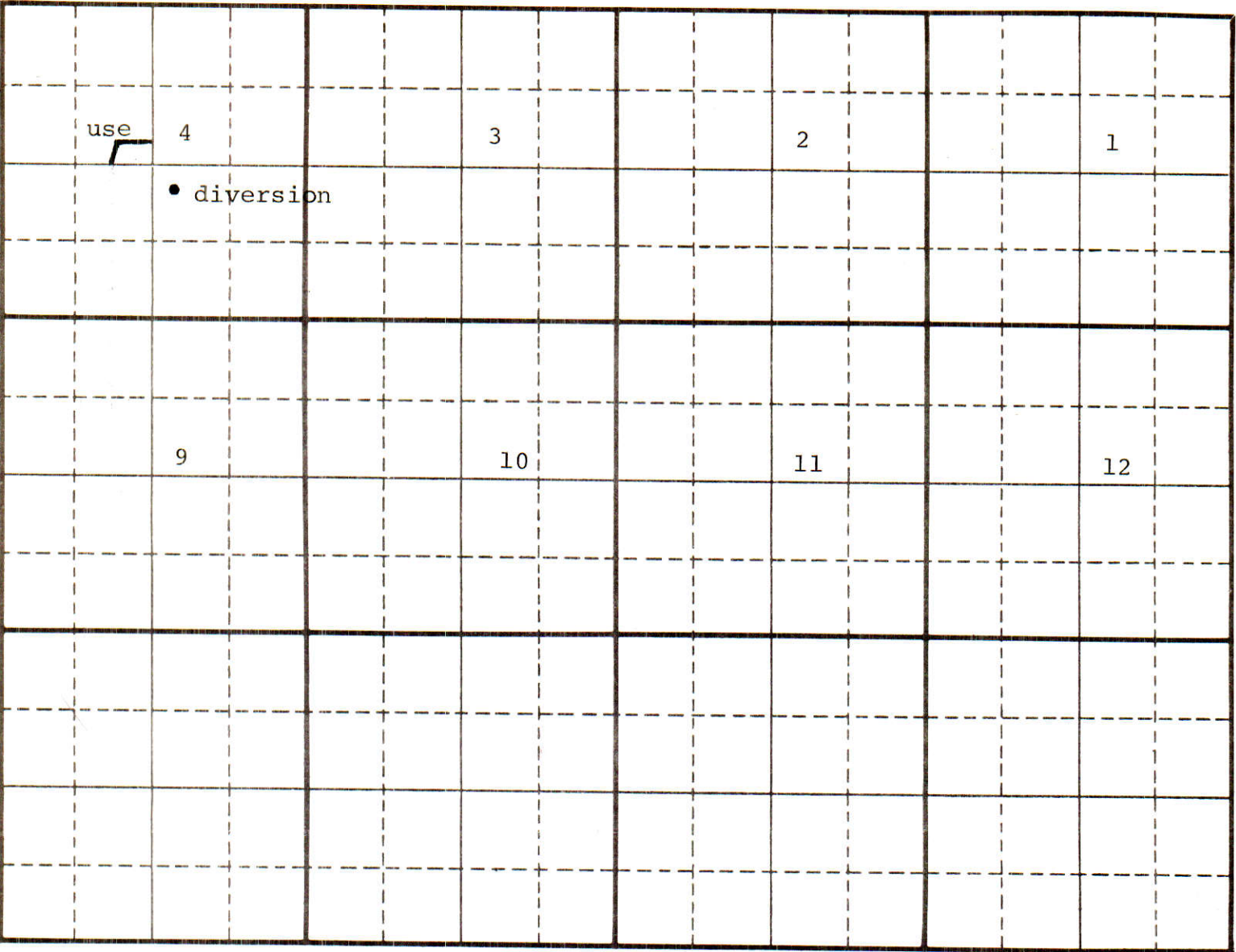


(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Nez Perce) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Clyde H. Housage
Melissa Z. Housage
(Claimant)

Sworn to before me this 22nd day of September

William H. Housage
Notary Public
Residing at Lewiston, Idaho

My commission expires November 17, 1981

FOR DEPARTMENT USE ONLY

Received by JK Date 10/24/80 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JK Date 10-7-80
\$26.00 fee received by JK Date 10/7/80 (15425)
Published in Lewiston Morning Tribune
Dates 10/16 + 23/80

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Nez Perce } ss.

Linda Lou McCall, being duly sworn
deposes and says, I am the Classified Bookkeeper
of the Tribune Publishing Company, a corporation organized
and existing under and by virtue of the laws of the State of
Idaho, publishers of the LEWISTON MORNING TRIBUNE, a
newspaper of general circulation published at Lewiston, Nez
Perce County, Idaho; That the said Lewiston Morning Tribune
is an established paper and has been published regularly and
issued regularly at least once a day for more than 20 consecu-
tive years immediately preceding the first publication of this
notice, and has been so published uninterruptedly for said
period; that the Notice Of Claims To Water Rights
attached hereto and which is made a part of this affidavit was
published in the said Lewiston Morning Tribune, once a
week for two consecutive weeks, the
first publication thereof being on the 16th day of
October, A. D. 19 80, and the last publica-
tion thereof being on the 23rd day of October,
A. D. 19 80, and said Notice Of Claims To Water
Rights was so published in the regular and entire issue of the said
newspaper and not in a supplement thereof and was so pub-
lished in every issue and number of the said paper, during the
period and times of publication as set forth above.

Linda Lou McCall

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE

23rd day of October, 19 80.

Dorothy R. Heitler

Notary Public in and for the State of Idaho,
residing at Lewiston, therein.

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that
the following claim(s) to water
right(s) have been established
by diversion and application to
beneficial use:

85-4151

GOSSAGE, CLYDE A. &/or
MELISSA

1200 FORSMAN RD.,
LEWISTON, ID 83501

Source: SPRING tributary to
SWEET WATER CREEK

Priority Date: 01/01/1922

Amount: 0.14 CFS

Diversion Point: NWSE Sec 04
T 33N R 04W, NEZ PERCE Co.

Use:

IRRIGATION (0.08 CFS)
from 04/01 to 10/15

STOCKWATER (0.02 CFS)
from 01/01 to 12/31

DOMESTIC (0.04 CFS) from
01/01 to 12/31

Place of Use: SENW Sec 04 T
33N R 04W FOR 4 ACRES

Any exception to any claim
of water right may be filed with
the Director of the Idaho De-
partment of Water Resources,
4055 Gov't Way, Coeur d'Alene,
Id, 83814.

C. STEPHEN ALLRED
Director

RECEIVED
OCT 25 1980

MICROFILMED

Department of
Northern District Office

1. The first step in the process of identifying a problem is to define the problem clearly. This involves identifying the symptoms, the scope of the problem, and the impact it is having on the organization. Once the problem is defined, the next step is to gather information about the problem. This can be done through interviews, surveys, and other methods. The information gathered should be used to identify the causes of the problem and to develop a plan to address the problem. The final step in the process is to implement the plan and to monitor the results. This involves putting the plan into action and then tracking the progress of the plan to ensure that it is effective. If the plan is not working, it may be necessary to revise it or to develop a new plan. The process of identifying a problem is an ongoing one, and it is important to continue to monitor the problem and to make adjustments as needed.

Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

) ss.

)

Chas. H. Gossage
Melissa E. Gossage
(Claimant)

19 80
Notary Public
Residing at Lewiston, Idaho

My commission expires November 17, 1981

Received by JK Date 10/7/80 Exception filed by: _____ Forwarded to _____ (Date) _____
Prelim. check by JK Date 10/7/80 claimant by: _____
\$26.00 fee received by JK Date 10/7/80 (15+25)
Published in San Antonio Morning Star
Dates 10/1/80 - 2.3/80

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that CLYDE A. and MELISSA GOSSAGE
(Name of Claimant)
1200 Forsman Road, Lewiston, ID 83501 Telephone No 746-0762
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows

(1) Date of priority (When was the water first applied to a beneficial use) 1922

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water (Name of stream, lake, spring, etc., or ground water)
Ground Water Spring tributary to Sweet Water Creek

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>.04</u>	Use	<u>Domestic</u>	Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity	<u>.02</u>	Use	<u>Livestock</u>	Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity	<u>.08</u>	Use	<u>Irrigation</u>	Period of Use From <u>4/1</u>	To <u>10/15</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) .14 TOTAL QUANTITY USED.
(cfs, gpd, AFA)

(5) A) Point of diversion (Location of point where water is diverted from its source)
NW ¼ SE¼, Sec. 4 Twp 33N Rge 04W B.M., County of Nez Perce
Additional points of diversion

B) Describe means of diversion of water (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities be as specific as possible. Describe any changes in the system and give the date of the change.
A collection system from ground water to spring box to a cistern and then to another cistern and then to the point of usage.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
33N	4WBM	4								4									4

No of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible Used for household, watering of livestock and also for irrigation of property.

NOTE Include here the type and number of stock watered 4 cows, 4 horses and 4 sheep

(7) If you are claiming water as a member of an organization, list name of organization DNA



[illegible]

FOR DEPARTMENT USE ONLY

Received by <u>mm</u>	Date <u>10/26/80</u>	Exception filed by	Forwarded to	Date
Prelim check by <u>JK</u>	Date <u>10-7-80</u>		claimant by	
\$26.00 fee received by <u>pro</u>	Date <u>10/7/80 (15425)</u>			
Published in <u>Lawyer Morning Tribune</u>				
Dates <u>10/10-23/80</u>				

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Nez Perce } ss.

Linda Lou McCall, being duly sworn
deposes and says, I am the Classified Bookkeeper
of the Tribune Publishing Company, a corporation organized
and existing under and by virtue of the laws of the State of
Idaho, publishers of the LEWISTON MORNING TRIBUNE, a
newspaper of general circulation published at Lewiston, Nez
Perce County, Idaho; That the said Lewiston Morning Tribune
is an established paper and has been published regularly and
issued regularly at least once a day for more than 20 consecu-
tive years immediately preceding the first publication of this
notice, and has been so published uninterruptedly for said
period; that the Notice Of Claims To Water Rights
attached hereto and which is made a part of this affidavit was
published in the said Lewiston Morning Tribune, once a
week for two consecutive weeks, the
first publication thereof being on the 16th day of
October, A. D. 1980, and the last publica-
tion thereof being on the 23rd day of October,
A. D. 1980, and said Notice Of Claims To Water
Rights was so published in the regular and entire issue of the said
newspaper and not in a supplement thereof and was so pub-
lished in every issue and number of the said paper, during the
period and times of publication as set forth above.

Linda Lou McCall

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE

23rd day of October, 19 80.

Dorothy R. Heister

Notary Public in and for the State of Idaho,
residing at Lewiston, therein.

MICROFILMED

OK
ms
10/24/80

March 22, 1988

Tom King
Department of Water Resources
State of Idaho
4055 Government Way
Couer d'Alene, Idaho 83814

Regarding: 85-4151 Gossage
85-7324 Cates
85-7351 Cate

RECEIVED
MAR 23 1988

Department of Water Resources
RECEIVED
APR 06 1988

Dear Mr. King,

Department of Water Resources

As you have asked, I am writing you regarding these water rights and permits.

Clyde and Melissa Gossage filed 85-4151 water rights on Sept. 22, 1980. The water originates from a spring located off the property, travels through two cisterns to the house which we bought from Gossage on Nov. 1, 1980 along with the water rights.

The spring has supplied domestic water to the house since 1922. The overflow from the cisterns flows down to a pond on our property which is used for the livestock. This is particularly important during the summer because the spring's output is greatly reduced.

On March 1, 1983, Cates and Cate filed water permits 85-7324 and 85-7351. These parties have not developed any use for any excess water. The only improvements on the property is that Larry Cate has built a fence around his property. The only use that has been made of the water was about 3 or 4 years ago they put some Shetland ponies on the property for a few months during the winter and they drank the run off.

I just wanted to make you aware of the situation on these permits. The amount of water that the spring puts out is ususally just enough to maintain our household, livestock and garden. We usually must give up on watering the lawn during the summer due to the small amount of water the spring puts out. There truely is no excess except in the spring and that is from runoff from a good snow pack. It is not from the spring. This year is so dry that we do not have any water in the pond.

Thank you for all your assistance in this matter.

Sincerely,

Stephen B. & Cheryl R. Crouse
Stephen B. and Cheryl R. Crouse

ESCROW CONTRACT

THIS AGREEMENT, made this 27th day of October, 1976,

by and between LEWIS H. HEWETT and CLARA MAXINE HEWETT, husband and wife, hereinafter referred to as Sellers, and CLYDE A. GOSSAGE and MELISSA Z. GOSSAGE, husband and wife, hereinafter referred to as Buyers,

WITNESSETH:

WHEREAS, the Sellers are the owners of the following described lands and premises situate in the County of Nez Perce, State of Idaho, to-wit:

Situate in the County of Nez Perce, State of Idaho, to-wit:
All that part of the Southeast Quarter of the Northwest Quarter and Lot 2 of Section 4, Township 33 North, Range 4, W.B.M., described as follows:

Beginning at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 4; thence West along the South line of the Southeast Quarter of the Northwest Quarter of said Section, a distance of 522 feet; thence North parallel with the East line of the Southeast Quarter of the Northwest Quarter of said Section a distance of 331 feet; thence East parallel with the South line of the Southeast Quarter of the Northwest Quarter of said Section a distance of 409.5 feet; thence South 42° 0' East a distance of 288 feet; thence South parallel with the East line of the Southeast Quarter of the Northwest Quarter of said line also being the West line of Lot 2 of Section 4, a distance of 114 feet to a point on the South line of Lot 2; thence West along the South line of Lot 2 a distance of 78 feet to the point of beginning.

WHEREAS, the Buyers desire to purchase said lands and premises on the terms and conditions hereinafter specified, and

WHEREAS, the Sellers have this day executed and placed in the hands of the IDAHO FIRST NATIONAL BANK, 835 Main, Lewiston, Idaho, as escrow holder, a Warranty Deed conveying the above described lands to said Buyers free and clear of all encumbrances, except those which may be herein specified as assumed by the Buyers, and subject to delivery by the escrow holder to the Buyers upon full compliance with all the terms and conditions hereof.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties hereto hereby mutually covenant and agree with each other as follows:

-1-

Hewett to Gossage

(see pg 3)

Hewett - Gossage

1. The purchase price is \$30,000.00 to be paid as follows:

(a) \$9,333.80 down, the receipt and sufficiency whereof is hereby acknowledged.

(b) The remaining balance of the purchase price of \$20,666.20 shall be paid as follows: In monthly installments of \$181.17 each, due on or before the 15th day of each month, the first payment being due December 15, 1976, and a like payment of \$181.17 to be due on or before the 15th day of each succeeding month thereafter until the entire principal and accrued interest are paid. Each monthly payment to be applied first to interest and the balance, if any, to principal. Deferred payments shall draw interest at the rate of eight and three-quarters (8 3/4%) per cent per annum on the declining principal balance from November 15, 1976. The Buyers may, at any time, make additional payments in multiples of Ten (\$10.00) Dollars, which payments shall be applied first to accrued interest and the balance, if any, to principal, said payments to be in addition to the regular monthly payments except Buyers shall not be deemed to be in arrears if they miss a monthly payment and have previously made sufficient advance payments to cover the missed payments, including accrued interest. All payments to be made to the escrow holder for deposit to the Sellers' account.

It is understood there is a mortgage to the Federal Land Bank of Spokane on the above described real property and other land, which is dated November 14, 1955, and recorded November 17, 1955, as Instrument No. 249602 of the records of Nez Perce County, State of Idaho. Sellers warrant the unpaid principal balance of said mortgage is \$8,335.58 with interest at 4% per annum and paid to November 1, 1976. Sellers agree to pay said mortgage according to the terms thereof and before delinquency, and Sellers guarantee to hold Buyers herein safe and harmless from said mortgage. In the event Buyers pay off this escrow contract prior to the time said mortgage is paid off then Sellers agree to obtain a release from the Federal Land Bank

of Spokane on the lands sold to Buyers herein.

It is further understood the land sold hereunder is a small portion of land being purchased by Sellers herein from Carlos E. Forsman and Gertrude B. Forsman, husband and wife, on an escrow contract dated June 29, 1976. Sellers warrant they have entered into an Addendum to said Escrow Contract with Mr. and Mrs. Forsman, which provides that when the Sellers herein make a scheduled payment of \$35,000.00 on said Forsman contract, due on or before July 1, 1977, then Mr. and Mrs. Forsman have instructed the escrow agent under the Forsman - Hewett contract, to deliver to Mr. and Mrs. Hewett a Deed which has been placed in escrow and which Deed describes the real property consisting of approximately four acres which Sellers herein are selling to Buyers herein.

At the present time there is a house on the land being sold herein. Sellers agree Buyers may have joint use of a spring located on adjacent land owned by Sellers and not being sold herein, for water for domestic purposes. Sellers agree, at their expense, to install a cistern to store water from said spring. Buyers may have joint use of said cistern for domestic water. Buyers shall maintain and repair all water pipes to draw said water either from the spring or the cistern. Buyers agree to help maintain and repair the spring and cistern. Nothing herein shall be construed to impose a duty upon Sellers to furnish water to Buyers. The intention is Buyers shall have the right of joint use with Sellers on the spring and cistern. If there is no water available from said sources at anytime, then Buyers shall have to supply their water from other sources at Buyers' expense.

2. The Buyers shall have possession on or before November 1, 1976, and until forfeiture.

3. The taxes and assessments for the year 1976 shall be pro-rated as of November 15, 1976, with Sellers paying said taxes and assessments before

said date and Buyers after said date.

4. The Sellers agree to convey the above described real property by Warranty Deed showing merchantable title in the Sellers free and clear from all encumbrances except those which may be herein specified as assumed by the Buyers, easements and rights of way of record, and taxes and assessments for 1976 and thereafter. The Sellers agree to furnish a purchaser's policy of title insurance in the standard policy form, insuring the title to said premises in the sum of the purchase price, with no exceptions other than those of the printed policy form and those liens or encumbrances caused by acts of the Buyers or which the Buyers, by the terms hereof, have assumed, or are obligated to pay.

5. In the event of the necessity of legal process to enforce any covenant of this contract to be performed on the part of either the Sellers or the Buyers, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract and the Court in which judgment is rendered in suit or action shall fix the reasonable amount of attorney's fees to be taxed as cost in such suit.

6. The parties acknowledge that this contract, and accompanying escrow instructions, deed and other documents, were prepared by attorney for Sellers, and Buyers agree to reimburse said Sellers for one-half the costs of the legal fees in connection therewith. The escrow filing fees and annual charges by the escrow holder shall be paid one-half by the Sellers and one-half by the Buyers.

7. Without waiver of any rights hereunder, the Sellers shall have the right to pay any taxes, assessments or insurance premiums if the Buyers fail to pay the same before delinquency, and any sums so paid by the Sellers shall draw interest at 10% per annum and shall be added to the purchase price, but shall be repayable to the Sellers on demand.

8. The Buyers shall carry from the date hereof fire insurance

with extended coverage in a standard fire insurance company acceptable to the Sellers on the above described premises, for the full insurable value, or to the amount remaining due on the contract, whichever is lesser. Such fire insurance policy to be in the name of the Buyers with the loss payable clause to the Sellers. Said fire insurance policy to be deposited with the escrow holder.

9. The Buyers have examined the property herein sold and they are familiar with its conditions, quantity and quality. They have determined the boundaries thereof. In making this purchase the Buyers rely solely upon their own investigation and knowledge of the foregoing and not upon representation by the Sellers, Sellers' agents or representatives.

10. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within described property, and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.

11. Time, and the strict performance of this contract, are of the essence hereof, and in case the Buyers shall fail or refuse to promptly and at the time and in the manner as herein provided, make the payment of principal, interest and taxes, or in case they shall default in the performance of any of the other covenants herein contained, then the Sellers may, on thirty (30) days written notice specifying the defaults and addressed to the Buyers, exercise either of the following options, to-wit:

(a) Sellers may elect to affirm this contract and sue either at law or in equity to recover the entire unpaid balance of principal and interest then remaining due and unpaid, with reasonable attorney fees, and all other amounts due under the terms hereof, such default operating to mature all unpaid installments of principal not then due. In connection

with this option, the Sellers may enforce any and all security which they have by operation of law for the payment of said sums, or

(b) The Sellers may declare this contract terminated and re-enter and retake possession of said premises, and retain all amounts theretofore paid upon the purchase price and for taxes, as liquidated damages for breach of this agreement, and as the reasonable value of the use and occupancy of said premises by the Buyers during the existence of this contract. In connection with this option, Buyers shall give peaceful possession of said property to the Sellers and in case they fail to do so, Buyers shall be liable for the Sellers' attorney fees in any suit successfully brought by the Sellers to enforce their right of possession.

In the event the Buyers shall fail to make good said default within said thirty day period then the Sellers may proceed without further notice to elect and exercise one of the above options.

In the event that the Sellers shall declare a default, they shall cause to be delivered to the escrow holder a Notice of Default, in duplicate, and as many additional copies as the escrow holder may deem necessary, with instructions to the escrow holder to mail the original of the Notice to the Buyers, by registered or certified mail. The duplicate Notice shall be retained with the escrow file.

Notices or other written communications placed in the United States mail, postage prepaid, and addressed to the Buyers, at 1200 Foreman Road,
Lauriston, Maine, shall be deemed to have been given to them on the date of mailing.

In case of default by the Buyers the escrow holder is hereby specifically instructed and authorized, if requested by the Sellers, to turn over to the Sellers the Title Insurance Policy, Warranty Deed, Fire Insurance Policy and any other instruments in the escrow file.

In the event the Buyers shall be delinquent in their payments or any of the conditions of this agreement, more than ten (10) days, and written notice of delinquency is sent as herein provided, the Buyers agree to pay to the escrow agent for the Sellers' cost in the preparation of said Notice the sum of Thirty Five (\$35.00) Dollars as a condition precedent to the reinstatement of this contract.

12. In case of forfeiture, any improvements that may have been placed on the premises by the Buyers shall revert to and become part of the realty of the Sellers. All improvements on the premises shall be made at the Buyers' expense and the Buyers shall pay all labor and material bills for improvement to the premises and not allow or permit any material or labor liens to be filed against the premises.

13. The Buyers shall keep the improvements on the premises in a good state of repair and shall commit no waste or damage on the land and premises.

14. This contract shall inure to the benefit of, extend to and become binding upon the heirs, personal representatives and assigns of the respective parties hereto.

15. It is mutually understood and agreed that the IDAHO FIRST NATIONAL BANK, 835 Main, Lewiston, Idaho, shall not be liable hereunder as escrow holder except to receive and deliver such papers and funds as may be submitted to it or paid to it in accordance with the terms and conditions of this agreement.

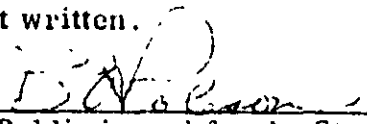
WITNESS the signatures of the parties hereto.

Ernie H. Hewett
Gene Wayne Hewett
SELLERS
Chad E. Passage
Melissa J. Passage
BUYERS

STATE OF IDAHO)
 : ss
County of Nez Perce)

On this 29th day of October, 1976, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LEWIS H. HEWETT and CLARA MAXINE HEWETT, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

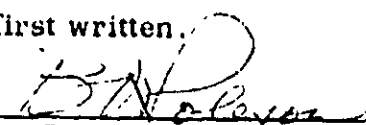


Notary Public in and for the State of Idaho,
residing at Lewiston, therein;

STATE OF IDAHO)
 : ss
County of Nez Perce)

On this 29th day of October, 1976, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CLYDE A. GOSSAGE and MELISSA Z. GOSSAGE, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Notary Public in and for the State of Idaho,
residing at Lewiston, therein;

*James
copy*

*Make
file n-*

ESCROW CONTRACT

THIS AGREEMENT, made and entered into this 1 day of MAY, 1979, by and between LEWIS H. HEWETT and C. MAXINE HEWETT, husband and wife, hereinafter referred to as "Vendors", and E. B. PONACK and PATRICIA PONACK, husband and wife, hereinafter referred to as "Purchasers", who state their current address is 3937 Country Club Drive, Lewiston, Idaho 83501.

WITNESSETH, that

For and in consideration of the payments to be made and the covenants to be performed by the purchasers, as hereinafter set forth, the vendors do hereby contract and agree to sell and convey unto the purchasers all of the following described real property situate in the County of Nez Perce, State of Idaho, as described in Exhibit "A" which is attached hereto and made a part hereof by reference.

In consideration of the foregoing covenant and agreement to sell, the purchasers contract and agree to purchase all of the above described real property and to pay therefor the sum of TWO HUNDRED FIFTY THOUSAND and No/100 (\$250,000.00) DOLLARS in the manner following, to-wit:

Down payment of FORTY-FIVE THOUSAND and No/100 (\$45,000.00) DOLLARS as follows:

The sum of TEN THOUSAND and No/100 (\$10,000.00) DOLLARS receipt of which is hereby acknowledged; the sum of TEN THOUSAND and No/100 (\$10,000.00) DOLLARS May 1, 1979; the sum of TEN THOUSAND THREE HUNDRED NINETY-SEVEN and No/100 (\$10,397.00) DOLLARS June 1, 1979; the sum of FOURTEEN THOUSAND SIX HUNDRED THREE and No/100 (\$14,603.00) by assignment to the vendors of two Escrow Contracts:

One Escrow Contract dated February 17, 1978, between purchasers herein and GORDYS J. COY, more specifically described as attached Exhibit

Hewett to Ponack

(see pg 3)

Hewett - Ponack

No. 2, and made a part hereof; said contract has an unpaid balance as of April 2, 1979, of EIGHT THOUSAND THIRTEEN and 70/100 (\$8,013.70) DOLLARS. Also an assignment of an Escrow Contract, dated June 8, 1977, between purchasers herein and MALCOLM E. BLADES and LINDA D. BLADES, husband and wife, more specifically described as attached Exhibit No. 3 and made a part hereof; said contract has an unpaid balance as of March 19, 1979, of SIX THOUSAND FIVE HUNDRED EIGHTY-NINE and 81/100 (\$6,589.81) DOLLARS.

Purchasers guarantee the payment of all moneys due or to become due under the contracts and the full performance by the second parties therein named of all the second parties' promises and covenants. Purchasers consent that the time of payment of any or all of the installments therein provided may be extended by vendors in their discretion, and purchasers guarantee the payment of all sums of money due or to become due by reason of any such extensions. In the event of a breach of any of the terms of the contract or default in the payment of any sums provided therein, purchasers shall perform the contract or make such payments, as the case may be, as though they were liable thereon, waiving all notice and demands.

The balance of TWO HUNDRED FIVE THOUSAND and No/100 (\$205,000.00) DOLLARS to be paid in annual installments of TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY and No/100 (\$25,170.00) DOLLARS per annum including interest from June 1, 1979. First annual installment due on May 1, 1980, with a like sum of \$25,170.00 on the first day of May each year thereafter, until all principal and interest shall have been fully paid. All unpaid balances shall draw interest at the rate of eight and one-half (8 1/2%) per cent per annum from June 1, 1979. Each payment made hereunder shall be first applied to the payment of accrued interest and the balance to principal.

PREPAYMENT:

The purchasers shall have the right to make payments without incurring any prepayment penalty in addition to any installments hereinbefore provided for at any time, except purchasers shall not pay any principal payments which exceed twenty-nine (29%) per cent of the sale price during the calendar year of 1979.

It is further mutually contracted and agreed by and between the parties as follows:

POSSESSION AND RETENTION OF WHEAT CROP AND PASTURE:

The purchasers shall be let into possession, use and occupancy of the above described real property on the first day of June, 1979, and shall be entitled to continue in possession of said property so long as this contract and each and every covenant hereof shall be faithfully performed by purchasers, it being expressly understood and agreed that title to the real property hereinabove described shall remain in the vendors and that no legal title to the same, or any part thereof, shall pass to the purchasers until the entire purchase price with interest thereon, is fully paid. Vendors shall retain the 1979 wheat crop and shall retain pasture rights for cattle through November 1, 1979. Vendors shall also pile and or remove brush left over from previous logging before December 31, 1979. Purchasers shall make available sufficient water from existing sources for domestic use for one CLYDE GOSSAGE. Such water, if available from existing sources, shall not exceed average amount used in last 2.5 years. *H. Gossage*

PERSONAL PROPERTY: *M.H. L*

No personal property passes as a part of this transaction except any items of personal property voluntarily left upon the premises at possession date by the vendors.

TAXES AND ASSESSMENTS:

Taxes and assessments on the said premises for the current year, shall be prorated as of June 1, 1979, the vendors being liable for all such taxes and assessments prorated to that date, and the purchasers being liable for all such taxes and assessments prorated after such date. Purchasers agree to pay the same before delinquency, and to mail receipts for all taxes paid to the vendors at the address hereinafter set forth.

INSPECTION OF THE PREMISES:

Purchasers hereby acknowledge that they have made an independent examination and inspection of the above described real property, all improvements thereon and water rights, and are fully aware of the condition of the same and are not relying upon any representations made by vendors or vendors' agents as to the condition of said property.

VENDORS MAY PAY TAXES AND INSURANCE:

In case the said purchasers shall fail to pay any taxes or insurance premiums that may become due on said premises above referred to, then said vendors may, at their option, without waiving any default hereunder, pay any such taxes that may not have been paid, and upon the filing of receipts showing such payment to have been made by the said vendors, shall become a part of the principal sum due hereunder and shall be due and repayable to the said vendors upon demand, with interest thereon at the highest legal rate.

TITLE INSURANCE:

Vendors shall furnish, as soon as reasonably possible after the execution of this contract, a purchaser's policy of title insurance insuring the title to said real property.

RELEASES:

Subject to the prepayment provisions hereinbefore set forth on page three (3) hereof and so long as the purchasers be not in default hereunder, vendors agree to release title to one or more parcels of the subject property to be selected by purchasers, upon receipt of the prepayment of the portion of the principal balance remaining due to vendors, in the amount of FOUR HUNDRED and No/100 (\$400.00) DOLLARS per acre for pasture land and SEVEN HUNDRED FIFTY and No/100 (\$750.00) DOLLARS per acre for cultivated land for each acre which purchasers desire to be so released. Minimum acreage release shall not be less than five (5) acres.

In addition, purchasers shall pay one lump sum payment of TEN THOUSAND and No/100 (\$10,000.00) DOLLARS at the time of request for first deed release. This shall be a one-time payment only and any subsequent releases shall not be in lieu of, or deducted from the succeeding regular installments due to vendors, but shall be credited directly against the contract balance. Such parcel to be released shall be so arranged as not to isolate any portion of the remaining property to roadways providing ingress and egress. All property released hereunder shall no longer be subject to the terms or conditions of this contract.

It shall be the responsibility of purchasers, at their expense, to prepare legal descriptions for all parcels sought to be released, to prepare warranty deeds for said parcels. The escrow holder hereunder shall have no responsibility with respect to any of said parcel releases unless and until it is furnished with specific written instructions, executed by vendors and purchasers, with respect thereto, together with such deeds and other instructions, and any fees of the escrow holder in connection therewith (which fees shall be paid by purchasers).

ESCROW HOLDER:

Rognstad's, Inc., 108 - 10th Street, Lewiston, Idaho 83501, is hereby designated as the escrow holder, and this contract is herewith deposited with said escrow holder, together with a good and sufficient warranty deed executed by the vendors, conveying the premises to the purchasers. The escrow holder shall take and receive each payment accruing hereunder from the purchasers for the use and benefit of the vendors.

The said escrow holder is hereby authorized and directed upon full and complete performance of this contract by the purchasers, at the time and in the manner as herein described, to deliver to said purchasers all papers then held under this escrow.

If, however, the contract shall be forfeited or declared null and void by reason of the default or breach of any of the covenants herein contained, or by reason of the purchasers' failure to perform the agreements, covenants and conditions herein designated, the escrow holder is hereby directed and authorized, upon demand of the vendors, to deliver all of the above described papers and instruments to the vendors upon proof submitted by the vendors of the purchasers' failure to comply with the terms and conditions of this contract. Said proof shall be evidenced by filing with the escrow holder a copy of the notice, as hereinafter provided for, and proof of mailing thereof, either by affidavit of mailing, or by registered or certified mail, return receipt, or by affidavit of personal service of said notice upon the purchasers.

DEFAULT AND SERVICE OF NOTICE:

Time is of the essence of this contract, and if the purchasers shall fail or refuse to promptly and at the times and in the manner, as hereinafter provided, perform any condition of this contract on their part to be performed,

the vendors shall have the following options, to-wit:

(a) They may elect to affirm this contract and sue either at law or in equity to recover the entire balance of principal and interest then remaining due and unpaid, together with any and all other amounts due under the terms of this contract, such default operating to mature installments of principal not at that time due under the terms of this contract; and enforce any and all security given to them by operation of law to secure the payment of said amount; or

(b) The vendors may forfeit this contract and reenter and take possession of said premises, and retain all amounts theretofore paid upon the purchase price and retain the benefit of all improvements and all work done upon the premises as reasonable rental of said premises and as liquidated damages.

PROVIDED, HOWEVER, before either option be exercised by the vendors, they shall serve upon the escrow holder and also upon either purchaser a written notice specifying the default complained of and requiring compliance with the terms of this contract within sixty (60) days after service of said notice.

If the purchasers shall comply with said notice and the terms of this contract within said period of time, the default shall be deemed corrected, but if they shall not so comply, then the default shall be deemed complete at the expiration of said sixty (60) day period, and the vendors may forthwith proceed under either option.

In the event of a completed forfeiture, should the vendors proceed under option (b), they may reenter and take possession of said premises, free and clear of all claims whatsoever of the purchasers, and continued occupation and possession of said premises by the purchasers shall be deemed and considered a trespass on the real estate and such possession considered unlawful and without right.

NOTICE:

Service of any notice permitted or required under the terms of this contract shall be deemed complete upon the depositing of the same in the United States mails by the vendors by certified or registered mail, addressed to the purchasers at 3937 Country Club Drive, Lewiston, Idaho 83501, or by the purchasers addressed to the vendors at P. O. Box 98, Lapwai, Idaho 83540, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the purchasers, or on the vendors, as the case may be.

In the event the purchasers shall be delinquent in their payments or any of the conditions of this agreement, more than ten (10) days, and written notice of delinquency is sent as herein provided, the purchasers agree to pay to the escrow agent for the vendors' costs in the preparation of said notice the sum of Fifty (\$50.00) Dollars as a condition precedent to the reinstatement of this contract.

WATER AND WATER RIGHTS:

All water and water rights, ditches, and ditch rights appurtenant to the real property described herein are conveyed to purchasers. No representations have been made to purchasers as to the extent of such water rights, if any, or as to the quality or quantity of water. Purchasers understand that vendors have not applied to the State of Idaho for any water rights.

IMPROVEMENTS TO THE PREMISES:

In case of forfeiture, any improvements that may have been placed on the premises by the purchasers shall revert to and become part of the realty of the vendors. All improvements on the premises shall be made at the purchasers' expense and the purchasers shall pay all labor and material bills for improvements

to the premises and not allow or permit any material or labor liens to be filed against the premises.

TIMBER:

This sale includes without any additional consideration, all timber, whether cut or uncut, presently located on the above described real property. Purchasers shall have the right to remove such timber on the unreleased property subject to this contract so long as the stumpage value at the time of cutting is applied to the principal amount of the contract.

ATTORNEY'S FEES:

In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this agreement, or attempting to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees for such prevailing party.

GENERAL:

This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto. All escrow fees incurred hereunder will be equally divided between the parties. This agreement contains the entire agreement of the parties concerning the sale of said real property. A waiver by vendors of one or more breaches or defaults under the terms hereof shall not be construed as a waiver of any other or further breach or default hereunder, whether of like nature or not.

CAPTIONS TO PARAGRAPHS:

The captions to the paragraphs of this agreement are for convenience only and shall not be deemed to enlarge, diminish, explain, or in any manner

affect the meaning of such paragraphs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands the day and year hereinabove first written.

Louis H Hewett
C. Meline Hewett
VENDORS

PURCHASERS

Contract
between
Ponack & Clark
3-9516
3-0530

WATER RIGHTS

Purchasers shall make available sufficient water from existing sources for domestic use for one Clyde Gossage. Such water, if available from existing sources, shall not exceed the average amount used in the last 2.5 years.

Vendors have not perfected any water rights herein conveyed and as a part of this agreement agree to convey all remaining water rights which pertain to this property to Purchasers.

PREPAYMENT

The Purchasers shall have the right to make payments without incurring any prepayment penalty in addition to any installments hereinbefore provided for at any time. Purchasers shall never be deemed to be in default so long as the amount prepaid equals or exceeds the amount due on any payment date.

It is further mutually contracted and agreed by and between the parties hereto as follows:

POSSESSION

The Purchasers shall be let into possession, use and occupancy of the above described real property on September 1, 1980, and shall be entitled to continue in possession of said property so long as this contract and each and every covenant hereof shall be faithfully performed by Purchasers, it being expressly understood and agreed that title to the real property hereinabove described shall remain in the Vendors and that no legal or equitable title to the same, or any part thereof, shall pass to the Purchasers until the entire purchase price, with interest thereon, is fully paid.

Ponack
to
Clark

MAINTAIN IMPROVEMENTS

That the Purchasers shall, during their use and occupancy of said premises under the terms of this contract, maintain all buildings and improve-

Ponack & Clark

ESCROW CONTRACT

THIS AGREEMENT, made this 7 day of November, 1980, by and between CLYDE A. GOSSAGE and MELISSA Z. GOSSAGE, husband and wife, hereinafter referred to as Seller, and STEPHEN B. CROUSE and CHERYL R. CROUSE, husband and wife, hereinafter referred to as Buyer,

WITNESSETH:

WHEREAS, the Seller is the owner of the following described lands and premises situate in the County of Nez Perce, State of Idaho, to-wit:

All of that part of the Southeast Quarter of the Northwest Quarter and Lot 2 of Section 4, Township 33 North, Range 4 West of the Boise Meridian, described as follows:
Beginning at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 4; thence West along the South line of the Southeast Quarter of the Northwest Quarter of said Section, a distance of 522 feet; thence North parallel with the East line of the Southeast Quarter of the Northwest Quarter of said Section, a distance of 331 feet; thence East parallel with the South line of the Southeast Quarter of the Northwest Quarter of said Section, a distance of 409.5 feet; thence South 42°0' East, a distance of 288 feet; thence South parallel with the East line of the Southeast Quarter of the Northwest Quarter of said line also being the West line of Lot 2 of Section 4, a distance of 114 feet to a point on the South line of Lot 2; thence West along the South line of Lot 2 a distance of 78 feet to the point of beginning.

WHEREAS, the Buyer desires to purchase said lands and premises on the terms and conditions hereinafter specified, and

WHEREAS, the Seller has this day executed and placed in the hands of Lewis & Clark Savings & Loan Association, Box 272, Clarkston, Washington, as escrow holder, a Warranty Deed conveying the above described lands to said Buyer free and clear of all encumbrances, except those which may be herein specified as assumed by the Buyer, and subject to delivery by the escrow holder to the Buyer upon full compliance with all the terms and conditions hereof.

Gossage to Crouse
(see pgs 4 & 5)

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties hereto hereby mutually covenant and agree with each other as follows:

1. The purchase price is FORTY-SIX THOUSAND FIVE HUNDRED and No/100 (\$46,500.00) DOLLARS, to be paid as follows:

a) The sum of SIX THOUSAND and No/100 (\$6,000.00) DOLLARS down, the receipt and sufficiency whereof is hereby acknowledged;

b) EIGHTEEN THOUSAND SEVENTY-ONE and 68/100 (\$18,071.68) DOLLARS by Buyer assuming Vendeas' right, title and interest on a certain Escrow Contract dated October 27, 1976, by and between Lewis H. Hewett and Clara Maxine Hewett, husband and wife, as Sellers and Clyde A. Gossage and Melissa Z. Gossage, husband and wife, as Buyers, and said Escrow Contract hereinafter referred to as the Hewett-Gossage escrow, pertaining to the sale and purchase of the real property described herein. Seller warrants the present unpaid balance due Sellers under said Escrow Contract is Eighteen Thousand Seventy-One and 68/100 (\$18,071.68) Dollars with interest paid to October 16, 1980. Buyer hereby agrees to make all the remaining principal payments due under said contract, as set forth, to fulfill and comply with all the provisions of said contract, and to hold the Seller safe and harmless therefrom;

c) The remaining principal balance of the purchase price of TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT and 32/100 (\$22,428.32) DOLLARS shall be paid as follows: (1) The sum of Five Thousand and No/100 (\$5,000.00) Dollars shall be paid on or before March 1, 1981; (2) The sum of Seventeen Thousand Four Hundred Twenty-Eight and 32/100 (\$17,428.32) Dollars shall be paid in monthly installments of One Hundred Sixty-Seven and 5/100 (\$167.05) Dollars each, due on or before the first day of each month, the first

payment being due December 1, 1980, and a like payment of \$167.05 to be due on or before the first day of each succeeding month thereafter until March 1, 1982; commencing with the payment due March 1, 1982, the monthly installments shall increase to Two Hundred Sixty-Seven and 5/100 (\$267.05) Dollars each, and a like payment of \$267.05 due on or before the first day of each succeeding month thereafter until the entire principal and accrued interest are paid. Each payment shall be applied first to interest and the balance, if any, to principal. Deferred payments shall draw interest at the rate of eleven (11%) per cent per annum on the declining principal balance from the date of this contract. The Buyer may, at any time, make additional payments in multiples of Ten (\$10.00) Dollars, which payments shall be applied first to interest and the balance, if any, to principal, said payments to be in addition to the regular payments, except Buyer shall not be deemed to be in arrears if he misses a payment and has previously made sufficient advance payments to cover the missed payments, including accrued interest.

IT IS UNDERSTOOD AND AGREED that the Sellers have executed an Assignment of their Vendeas' interest in the above described Hewett-Gossage Escrow Contract. Said Assignment has been placed in the Hewett-Gossage Escrow file at Idaho First National Bank, 835 Main Street, Lewiston, Idaho.

Upon payment of this Gossage-Crouse Escrow Contract, then the escrow holder is instructed as follows: (1) in the event the Hewett-Gossage Escrow Contract has been fully paid as evidenced by the receipt of the escrow file from Idaho First National Bank, the escrow holder shall deliver the Warranty Deed and other instruments then held in escrow to the Buyer herein; (2) In the event the Hewett-Gossage escrow file has not been received, Lewis & Clark Savings

a Loan Association shall deliver this Escrow Contract along with all deeds and other instruments then held in escrow to Idaho First National Bank, to be placed in the Hewett-Gossage escrow file.

It is further understood that there is a Mortgage to the Federal Land Bank of Spokane on the above described real property and other lands, which is dated November 14, 1955, and recorded November 17, 1955, as Instrument No. 249602 records of Nez Perce County, State of Idaho. Under the terms of the above described Hewett-Gossage Escrow Contract, the Sellers therein have agreed to pay said Mortgage, according to the terms thereof and before delinquency, and the Sellers therein have guaranteed to hold the Gossages safe and harmless from said Mortgage. Under the terms of said Escrow Contract, the Hewetts have further agreed that in the event the Gossages pay the Hewett-Gossage Escrow Contract in full prior to the time said Mortgage is paid off, then the Hewetts would obtain a release from the Federal Land Bank of Spokane on the land herein being sold.

It is further understood and agreed that the above described Hewett-Gossage Escrow Contract contains the following paragraph:

"At the present time there is a house on the land being sold herein. Sellers agree Buyers may have joint use of a spring located on adjacent land owned by the Sellers and not being sold herein, for water for domestic purposes. Sellers agree, at their expense, to install a cistern to store water from said spring. Buyers may have joint use of said cistern for domestic water. Buyers shall maintain and repair all water pipes to draw said water either from the spring or cistern. Buyers agree to help maintain and repair the spring and cistern. Nothing herein shall be construed to impose a duty upon Sellers to furnish water to Buyers. The intention is Buyers shall have the right of joint use with Sellers on the spring and cistern. If there is no water available from said source at any time, then Buyers shall have to supply their water from other sources at Buyers' expense."

The real property on which said spring and cistern were located was subsequently sold by the Hewetts to E. B. Ponack and Patricia Ponack, who in turn sold the property to Paul T. Clark and LaRose Clark. The purchasers in each of the above described transactions have agreed to the right to the Gossages to use the existing water sources for domestic water. It is the intention of the Sellers herein to transfer to Buyers all of their right, title and interest in said water right to the Buyers herein, subject only to the rights of the Sellers herein in the event of Buyers' default. Also transfer their claim to water rights # 85-4151 to Buyers.

2. The Buyer shall have possession on or before November 1, 1980, and until forfeiture.

3. The taxes and assessments for the year 1980 shall be pro-rated as of November 1, 1980, with Seller paying said taxes and assessments before said date and Buyer after said date.

4. The Seller agrees to convey the above described real property by Warranty Deed showing merchantable title in the Seller free and clear from all encumbrances except those which may be herein specified as assumed by the Buyer, easements and rights of way of record and taxes and assessments for 1980 and thereafter. The Seller agrees to furnish a purchaser's policy of title insurance in the standard policy form, immediately insuring the title to said premises in the sum of the purchase price, with no exceptions other than those of the printed policy form and those liens or encumbrances caused by acts of the Buyer or which the Buyer, by the terms hereof, has assumed, or is obligated to pay.

5. In the event of the necessity of legal process to enforce any covenant of this contract to be performed on the part of either the Seller or the Buyer the

prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract and the Court in which judgment is rendered in suit or action shall fix the reasonable amount of attorney's fees to be taxed as cost in such suit.

6. The parties acknowledge that this contract, and accompanying escrow instructions, deed and other documents, were prepared by attorney for Seller, and Buyer agrees to reimburse the Seller for one-half the costs of the legal fees in connection therewith. The escrow filing fees and annual charges by the escrow holder shall be paid one-half by the Seller and one-half by the Buyer.

7. Without waiver of any rights hereunder, the Seller shall have the right to pay any taxes, assessments or insurance premiums if the Buyer fails to pay the same before delinquency, and any sums so paid by the Seller shall draw interest at 12% per annum and shall be added to the purchase price, but shall be repayable to the Seller on demand.

8. The Buyer shall carry, from the date hereof, fire insurance with extended coverage in a standard fire insurance company acceptable to the Seller on the above described premises, for the full insurable value, or to the amount remaining due on the contract, whichever is lesser. Such fire insurance policy to be in the name of the Buyer with the loss payable clause to the Seller. A copy of said fire insurance policy shall be mailed to Seller from time to time as renewed by Buyer from the insurance company.

9. The Buyer has examined the property herein sold and is familiar with its conditions, quantity and quality. The Buyer has determined the boundaries thereof. In making this purchase the Buyer relies solely upon his own investigation

and knowledge of the foregoing and not upon representation by the Seller, Seller's agents or representatives.

10. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within described property, and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.

11. Time, and the strict performance of this contract, are of the essence hereof, and in case the Buyer shall fail or refuse to promptly and at the time and in the manner as herein provided, make the payment of principal, interest and taxes, or in case Buyer shall default in the performance of any of the other covenants herein contained, then the Seller may, on thirty (30) days written notice specifying the defaults and addressed to the Buyer, exercise either of the following options, to-wit:

(a) Seller may elect to affirm this contract and sue either at law or in equity to recover the entire unpaid balance of principal and interest then remaining due and unpaid, with reasonable attorney fees, and all other amounts due under the terms hereof, such default operating to mature all unpaid installments of principal not then due. In connection with this option, the Seller may enforce any and all security which Seller has by operation of law for the payment of said sums, or

(b) The Seller may declare this contract terminated and reenter and retake possession of said premises, and retain all amounts theretofore paid upon the purchase price and for taxes, as liquidated damages for breach of this agreement, and as the reasonable value of the use and occupancy of said premises by the

Buyer during the existence of this contract. In connection with this option, Buyer shall give peaceful possession of said property to the Seller, and in case Buyer fails to do so, Buyer shall be liable for the Seller's attorney fees in any suit successfully brought by the Seller to enforce the Seller's right of possession.

In the event the Buyer shall fail to make good said default within said thirty day period then the Seller may proceed without further notice to elect and exercise one of the above options.

In the event that the Seller shall declare a default, he shall cause to be delivered to the escrow holder a Notice of Default, in duplicate, and as many additional copies as the escrow holder may deem necessary, with instructions to the escrow holder to mail the original of the Notice to the Buyer, by registered or certified mail. The duplicate Notice shall be retained with the escrow file.

Notices or other written communications placed in the United States mail, postage prepaid, and addressed to the Buyer, at _____, shall be deemed to have been given to him on the date of mailing.

In case of default by the Buyer the escrow holder is hereby specifically instructed and authorized, if requested by the Seller, to turn over to the Seller, the Warranty Deed, and any other instruments in the escrow file.

In the event the Buyer shall be delinquent in any payments or any of the conditions of this agreement, more than ten (10) days, and written notice of delinquency is sent as herein provided, the Buyer agrees to pay to the escrow agent for the Seller's cost in the preparation of said Notice the sum of Fifty (\$50.00) Dollars as a condition precedent to the reinstatement of this contract.

12. In case of forfeiture, any improvements that may have been placed on the premises by the Buyer shall revert to and become part of the realty of the Seller. All improvements on the premises shall be made at the Buyer's expense and the Buyer shall pay all labor and material bills for improvement to the premises and not allow or permit any material or labor liens to be filed against the premises.

13. The Buyer shall keep the improvements on the premises in a good state of repair and shall commit no waste or damage on the land and premises.

14. The Buyer shall not assign the whole or any part of his interest in this contract without the written consent of the Seller first had and obtained, which shall not be unreasonably withheld, and the consent, once given, to one or any number of assignments shall not be a waiver of this covenant and condition as to further assignments.

15. This contract shall inure to the benefit of, extend to and become binding upon the heirs, personal representatives and assigns of the respective parties hereto.

16. It is mutually understood and agreed that Lewis & Clark Savings & Loan Association shall not be liable hereunder as escrow holder except to receive and deliver such papers and funds as may be submitted to it or paid to it in accordance with the terms and conditions of this agreement.

17. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

WITNESS the signatures of the parties hereto.

Clyde H. Hassage
William F. Hassage
SELLER

Stephen B. House
Barry R. House
BUYER

ESCROW CONTRACT

THIS AGREEMENT, Made and entered into this 18 day of April, 1986, by and between PAUL T. CLARK and LaROSE CLARK, husband and wife, and PERRY R. HEINECKE and WENDY HEINECKE, husband and wife, parties of the first part, hereinafter referred to as "Vendors", and RANDALL D. MOSER, a single man, party of the second part, hereinafter referred to as "Purchaser", who states his current address to be:

2313 - 1st Ave Lewiston ID 83501

WITNESSETH, That

For and in consideration of the payments to be made and the covenants to be performed by the Purchaser, as hereinafter set forth, the Vendors do hereby contract and agree to sell and convey unto the Purchaser all of the following described real property situate in the County of Nez Perce, State of Idaho, to-wit:

COPY

That portion of the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 4, Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commencing at the Southeast corner of Section 4, Township 33 North, Range 4 West of the Boise Meridian; thence South 89°48'31" West a distance of 1439.82 feet; thence North 22°42'44" West a distance of 397.97 feet TO THE POINT OF BEGINNING; thence continue North 22°42'44" West a distance of 266.05 feet; thence North 88°38'21" West a distance of 374.63 feet; thence North 0°57'23" East a distance of 602.87 feet; thence South 88°38'21" East a distance of 284.65 feet to the centerline of a 60 foot wide access easement, thence South 41°48'04" East along said centerline a distance of 218.85 feet; thence South 50°21'44" East a distance of 387.18 feet; thence South 20°25'26" East a distance of 237.02 feet; thence South 36°43'46" East a distance of 70.40 feet; thence South 67°17'16" West a distance of 418.70 feet TO THE POINT OF BEGINNING.

SUBJECT to an easement for ingress and egress lying 30.00 feet each side of the afore described centerline.

ALSO SUBJECT to taxes and assessments for the current year and easements and rights of way of public record.

RESERVING unto the Vendors, their heirs, successors and assigns easements for the installation of power transmission lines, water lines, telephone lines and other utilities, with the right to install and maintain all things incidental thereto. To be placed And located in Reasonable location along boundaries of Parcel and Along Roadways.

COPY

-1-

LAW OFFICES OF
CLARK AND FEENEY
LEWISTON IDAHO 83501

RDM

Clark to Moser
(see pg 2)

Clark - Moser

In consideration of the foregoing covenant and agreement to sell, the Purchaser contracts and agrees to purchase all of the above described real property and to pay therefor the sum of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00), in the manner following, to-wit:

(a) The sum of \$2,000.00 down upon the execution and delivery of this contract, receipt of which is hereby acknowledged by Vendors.

(b) The balance of \$12,500.00 to be paid in monthly installments of \$135.00 each month, including interest, beginning on or before the 1st day of _____, 1986, and a like sum of \$135.00 on or before the 1st day of each month thereafter, until all principal and interest shall have been fully paid. All unpaid balances shall draw interest at the rate of Ten Per Cent (10%) per annum from the date of possession, each payment made hereunder to be first applied to the payment of accrued interest and the balance to be applied on the principal sum.

PRIOR ESCROW

Purchaser acknowledges that he is aware that the real property herein described is subject to a prior escrow contract dated September 1, 1980, by and between E. B. Ponack and Patricia E. Ponack, husband and wife, as Vendors, and the said Paul T. Clark and LaRose Clark, husband and wife, as Purchasers, (which contract is herein referred to as the "prior escrow"), one-half of Purchasers' interest being thereafter assigned by the said Paul T. Clark and LaRose Clark, husband and wife, to the said Perry R. Heinecke and Wendy Heinecke, husband and wife.

Vendors agree to make all payments due under the terms of the prior escrow until the same shall have been fully paid and discharged, and to take all actions necessary to fully perform the prior escrow. Should the Vendors breach any of the terms, conditions or covenants of the prior escrow, the Purchaser, in order to protect his beneficial interest hereunder, may pay all such sums and/or take any action necessary to prevent or cure any such breach of the prior escrow. Vendors agree to immediately

notify the Purchaser in the event of any breach or default by them of whatsoever nature under the terms of said prior escrow. All sums paid by the Purchaser to cure any such breach or default, including a reasonable attorney fee, if any, shall be credited against the contract balance due hereunder as a prepayment. The deposit by the Purchaser with the escrow holder of receipts showing all such sums so paid shall constitute full authority to the escrow holder to credit such sums against the said contract balance, it being agreed between the parties that any dispute between them as to the amount to be credited or the propriety thereof, shall be settled between them without involving the escrow contract, the credit made to it, or the escrow holder.

MAINTENANCE AND REPAIR OF ROADWAY EASEMENT

Purchaser agrees to enter into an agreement for maintenance and repair of the roadway easment presently passing over the above described real property. Purchaser agrees to share the costs and expenses of maintaining said roadway easement based upon the proportionate use of said easement with others who may be co-users of said easement. Vendors have engineered, constructed and developed said roadway easement to its present condition and shall not be obligated to further maintain or repair said roadway easement, except such work as may voluntarily be agreed upon after this date.

USE OF LAND

Vendors are selling this parcel to Purchaser for agricultural purposes and it is Purchaser's intention to use this parcel for agricultural purposes.

PREPAYMENT

The Purchaser shall have the right to make payments without incurring any prepayment penalty in addition to any installments hereinbefore provided for at any time. Purchaser shall never be deemed to be in default so long as the amount prepaid equals or exceeds the amount due on any payment date.

It is further mutually contracted and agreed by and between the parties hereto as follows:

POSSESSION

The Purchaser shall be let into possession, use and occupancy of the above described real property on the date hereof, and shall be entitled to continue in possession of said property so long as this contract and each and every covenant hereof shall be faithfully performed by Purchaser, it being expressly understood and agreed that title to the real property hereinabove described shall remain in the Vendors and that no legal or equitable title to the same, or any part thereof, shall pass to the Purchaser until the entire purchase price, with interest thereon, is fully paid.

MAINTAIN IMPROVEMENTS

This is a sale of bare land. The Purchaser shall, during his use and occupancy of said premises under the terms of this contract, maintain all buildings and improvements erected or constructed by the Purchaser during the existence of this contract in a good condition of repair and will not commit or suffer waste upon said premises.

PERSONAL PROPERTY

No personal property passes as a part of this transaction except any items of personal property voluntarily left upon the premises at possession date by the Vendors.

TAXES AND ASSESSMENTS

Taxes and assessments on the said premises for the current year, shall be prorated as of the date of possession, the Vendors being liable for all such taxes and assessments prorated to that date, and the Purchaser being liable for all such taxes and assessments prorated on and after such date. Purchaser agrees to pay the same before delinquency, and to mail receipts for all taxes paid to the Vendors at the address hereinafter set forth.

COPY

IMPROVEMENTS AND LIENS ON PROPERTY

All improvements of a permanent nature which are constructed or built upon said premises shall remain thereon and become a part of the realty, and shall not be removed or destroyed before the final payment of the purchase price hereunder.

That the Purchaser will not allow or suffer any liens to be filed against the above described property, or any part thereof.

INSURANCE

That the Purchaser will, during the existence of this contract, cause any buildings and improvements placed on said premises to be insured to the extent of the actual cash value of the buildings and improvements in a company acceptable to Vendors, with a loss payable clause to the parties hereto as their interests may appear. Receipts for all insurance premiums and the policy of insurance shall be mailed by the Purchaser to the Vendors at the address hereinafter set forth.

INSPECTION OF PREMISES

Purchaser hereby acknowledges that he has made an independent examination and inspection of the above described real property and all improvements thereon and is fully aware of the condition of the same and is not relying upon any representation made by Vendors or Vendors' agents as to the condition of said property. Purchaser understands that Perry R. Heinecke is a licensed real estate broker and is selling the above described property for his own account.

VENDORS MAY PAY TAXES AND INSURANCE

In case the said Purchaser shall fail to pay any taxes or insurance premiums that may become due on said premises above referred to, then said Vendors may, at their option, without waiving any default hereunder, pay any such taxes or insurance premiums that may not have been paid, and upon the filing of receipts showing such payment to have been made by the said Vendors with the escrow holder hereinafter named, such sum or

COPY

sums so paid by the said Vendors shall become a part of the principal sum due hereunder and shall be due and repayable to the said Vendors at the time of making the next installment due hereunder, with interest thereon at the highest legal rate.

ASSIGNMENT

This contract and the rights of the Purchaser hereunder may be assigned by Purchaser only after the express written consent of the Vendors is first had and obtained, and said consent shall not be arbitrarily or unreasonably withheld by said Vendors.

RESTRICTIONS CONCERNING PROPERTY

The Purchaser acknowledges that the deed being deposited with this Escrow Contract contains certain restrictions upon his use of the said real property. Said deed is by this reference incorporated herein and made a part hereof. The breach by the Purchaser of any such restrictive covenants shall also constitute a breach of this agreement.

TITLE INSURANCE

Upon payment of the balance due hereunder Vendors shall furnish a policy of title insurance insuring the title to said real property in the sum of \$14,500.00, subject only to standard exceptions contained in such title insurance policy, to taxes and assessments assumed by the Purchasers hereunder, to easements and rights-of-way of public record, to the restrictions and limitations as herein provided and which are set forth in the deed above described, and to any acts or things caused or permitted by the Purchaser subsequent to the date of this agreement.

COMPLIANCE WITH LAWS AND REGULATIONS

The Purchaser accept the property herein described in the condition it now is, and subject to any existing or future restrictions upon the development thereof which are now thereon or may hereafter be placed thereon by any political subdivision, public agency or governing body, including, but not limited to public health agencies, and the Purchaser will

COPY

do no acts, nor permit any acts to be done which do not comply with all applicable laws, rules and regulations in connection with his development and/or use of said property, nor will he do or permit any such acts which could constitute a public nuisance, and they will save and hold Vendors and their agents harmless from any claim of any nature in connection with their development and/or use thereof, and will defend Vendors and their agents from any claim by any private or public entity of whatsoever nature arising out of the development by Purchaser and/or his use of said property, whether or not any such claims be well founded. The foregoing shall include all laws, rules and regulations now in effect or hereafter placed in effect by any proper authority in any way governing or affecting the present or prospective use of the property by Purchaser, and Purchaser waives any claim of whatsoever nature against Vendors or Vendors' agents by reason of any such present or prospective laws, rules or regulations. The failure of the Purchaser to comply with any of the foregoing shall constitute a default of this agreement, unless such failure is, as soon as reasonably possible after notification by any such public body, corrected to the full satisfaction of such body.

WATER RIGHTS

Purchaser agrees not to perfect any water rights on sources of water which originate off the above described real property without obtaining prior written permission from Vendors.

ESCROW HOLDER

ROGNSTADS, INC., Lewiston, Idaho, is hereby designated as escrow holder, and this contract is herewith deposited with said escrow holder, together with a good and sufficient Warranty Deed executed by the Vendors, conveying the premises to the Purchaser. The escrow holder shall take and receive each payment accruing hereunder from the Purchaser for the use and benefit of the Vendors.

The said escrow holder is hereby authorized and directed upon full and complete performance of this contract by the Purchaser, at the time and in the manner as herein described, to deliver to said Purchaser all papers then held under this escrow.

If, however, the contract shall be forfeited or declared null and void by reason of the default or breach of any of the covenants herein contained, or by reason of the Purchaser's failure to perform the agreements, covenants and conditions herein designated, the escrow holder is hereby directed and authorized, upon demand of the Vendors, to deliver all of the above described papers and instruments to the Vendors upon proof submitted by the Vendors of the Purchaser's failure to comply with the terms and conditions of this contract. Said proof shall be evidenced by filing with the escrow holder a copy of the notice, as hereinafter provided for, and proof of mailing thereof, either by affidavit of mailing or by registered or certified mail, return receipt, or by affidavit of personal service of said notice upon the Purchaser.

DEFAULT AND SERVICE OF NOTICES

Time is of the essence of this contract, and if the Purchaser shall fail or refuse to promptly and at the times and in the manner, as herein provided, perform any condition or covenant of this contract on their part to be performed, or should the Purchaser become insolvent or be adjudicated a bankrupt, or should said Purchaser compound with or make a general assignment for the benefit of their creditors, in any such event the Vendors shall have the following options, to-wit:

(a) They may elect to affirm this contract and sue either at law or in equity to recover the entire balance of principal and interest then remaining due and unpaid, together with any and all other amounts due under the terms of this contract, such default operating to mature installments of principal not at that time due under the terms of this contract; and enforce any and all security given to them by operation of law to secure the payment of said amount; or

(b) The Vendors may forfeit this contract and re-enter and take possession of said premises, and retain all amounts theretofore paid upon the purchase price and retain the benefit of all improvements and all work done upon the premises as reasonable rental of said premises and as liquidated damages.

PROVIDED, HOWEVER, before either option be exercised by the Vendors, they shall serve upon the escrow holder and also upon the Purchaser a written notice specifying the default complained of and requiring compliance with the terms of this contract within thirty (30) days after service of said notice.

CPY If the Purchaser shall comply with said notice and the terms of this contract within said period of time, the default shall be deemed corrected, but if they shall not so comply, then the default shall be deemed complete at the expiration of said thirty-day period, and the Vendors may forthwith proceed under either option.

In the event of a completed forfeiture, should the Vendors proceed under option (b) they may re-enter and take possession of said premises, free and clear of all claims whatsoever of the Purchaser, and continued occupation and possession of said premises by the Purchaser shall be deemed and considered a trespass on the real estate and such possession considered unlawful and without right.

In order to cure any such default, the Purchaser shall pay to the escrow holder, to be transmitted to Vendors, in addition to all other sums necessary to cure such default, and as a pre-requisite to the curing of such default, the sum of \$75.00 to cover the costs of preparation and service of such notice and as liquidated damages for such breach.

GIVING OF NOTICE

Service of any notice permitted or required under the terms of this contract shall be deemed complete upon the depositing of the same in the United States mails by the Vendors, by certified or registered mail, addressed to the Purchaser at: 406 11th Street, Lewiston, Idaho, or by the

Purchaser addressed to the Vendors at: P. O. Box 1022, Lewiston, Idaho 83501, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the Purchaser, or on the Vendors, as the case may be.

VARIANCE FROM PREVIOUS AGREEMENTS

It is acknowledged by all parties that the terms of this agreement may vary from the terms contained in the original receipt and agreement for purchase, and/or exchange of real property agreement, and/or any other preliminary agreements made prior to the signing hereof in connection with this transaction. The parties hereto waive any claim each against the other, and/or against the realtor handling the closing of this transaction by reason of such variance, it being agreed by all parties that the terms hereof shall control, and are accepted by all parties, as against any conflicting provisions of the said preliminary agreements and/or instruments, or any of them.

COPY

ATTORNEY'S FEES

In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this agreement, or attempting to enforce any right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees for such prevailing party.

BINDING AGREEMENT

This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

ATTORNEY'S AND ESCROW FEES

The Vendors shall pay the attorney's fees for the preparation of the papers necessary to conclude this sale, and the Purchaser will reimburse the Vendors for one-half of such amount. All escrow fees incurred hereunder will be equally divided between the parties.

GENERAL

This agreement contains the entire agreement of the parties concerning the sale of said real property. A waiver by Vendors of one or more breaches or defaults under the terms hereof shall not be construed as a waiver of any other or further breach or default hereunder, whether of like nature or not.

CAPTIONS TO PARAGRAPHS

The captions to the paragraphs of this agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinabove first written.

COPY

Henry Hensel

Parties of the First Part
Vendors

x Shadew D. Moore
Party of the Second Part
Purchaser

March 22, 1988

Tom King
Department of Water Resources
State of Idaho
4055 Government Way
Couer d'Alene, Idaho 83814

Regarding: 85-4151

Dear Mr. King,

As you asked, I am writing you regarding this water right filed by Melissa and Clyde Gossage on Sept. 22, 1980.

We purchased this property and water right from the Gossages on Nov. 1, 1980.

Lewis and Maxine Hewett orginally owned all of the property concerned in this water right. They sold the house and four acres plus the use of the water from a spring, the water lines and two cisterns to the Gossages on Oct. 27th, 1976. We then purchased the property from the Gossages as stated and also assumed the balance of the escrow that the Gossages owed to the Hewetts. The spring, water lines and cisterns are not located on the property we bought, but we are required to maintain them as the Gossages were.

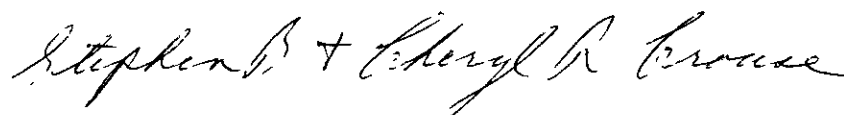
Lewis Hewett sold the property on which the spring, water lines, and cisterns are located to Ponack on May 11, 1979. In that contract it was stated that Ponack shall make available the water to Gossages. Then Ponack sold the property to Tom Clark. In that contract it also stated that Clark shall make available water to Gossage. Then the fun really begins. Clark subdivided the property into 10 acre parcels. The spring, lines and cisterns now ran through three (3) owners, Larry Cate, William Cates and Randell Moser. Tom Clark did not put in the contracts about the water to Gossages, Clark just said that the buyer acknowledges awareness of the contract between Clark and Ponack.

Enclosed are copies of the contracts, one showing the sale of the property and water right from Gossages to Crouses, another one showing the water use from Hewett to Ponack, one showing the water use from Ponack to Clark and one not showing the use from Clark to Moser. The spring is located on Moser's property.

As I understand by our conversation on the phone, we need not do anything to transfer the water right. The water right stays in Gossage's name since they filed for it, but they can transfer it to us in the sale of the property contract as they have done.

Thank you for all your help and guidance in this matter. Please enter these contracts in your records so that the Dept. of Resources will know the right was transferred to us.

Sincerely,



Stephen B. & Cheryl R. Crouse
1200 Forsman
Lewiston, Idaho 83501

**NOTICE OF CLAIMS TO
WATER RIGHTS**

Notice is hereby given that
the following claim(s) to water
right(s) have been established
by diversion and application to
beneficial use:

85-4151

**GOSSAGE, CLYDE A. &/or
MOLIERA**

1200 FORSMAN RD.,
LEWISTON, ID 83501

Source: SPRING tributary to
SWEET WATER CREEK

Priority Date: 01/01/1922

Amount: 0.14 CFS

Diversion Point: NWSE Sec 04
T 33N R 04W, NEZ PERCE Co.

Use:

IRRIGATION (0.08 CFS)
from 04/01 to 10/15

STOCKWATER (0.02 CFS)
from 01/01 to 12/31

DOMESTIC (0.04 CFS) from
01/01 to 12/31

Place of Use: SENW Sec 04 T
33N R 04W FOR 4 ACRES

Any exception to any claim
of water right may be filed with
the Director of the Idaho De-
partment of Water Resources,
4055 Gov't Way, Coeur d'Alene,
Id. 83814.

C STEPHEN ALLRED
Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN W. EVANS
Governor
C. STEPHEN ALLRED
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) ~~567-6484~~
765-4639

NOVEMBER 3, 1980

ELISE A. JOSEPH
TELETYPE MESSAGE
1011 PIERCE ST.
BOISE, ID 83725

ID 85501

RE Claim No. 85-4151

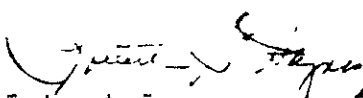
Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.


Robert G. Harker, F.E.
Regional Supervisor

Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that CLYDE A. and MELISSA GOSSAGE
(Name of Claimant)
1200 Forsman Road, Lewiston, ID 83501 Telephone No. 746-0762
(Mailing Address) (Zip Code)

claims right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority (When was the water first applied to a beneficial use)	1922
---	------

4. claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water (Name of stream, lake, spring, etc., or ground water)

Ground Water Spring _____ tributary to _____ Sweet Water Creek _____

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	.04	Use	Domestic	Period of Use From 1/1	To 12/31
Quantity	.02	Use	Livestock	Period of Use From 1/1	To 12/31
Quantity	.08	Use	Irrigation	Period of Use From 4/1	To 10/15
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) .14 TOTAL QUANTITY USED.
(Ifs. gpt. AFA)

(5) Point of diversion: (Location of point where water is diverted from its source)
NW 1/4 SE 1/4, Sec. 4 Twp. 33N Rge. 04W B.M., County of Nez Perce
Additional points of diversion

B) Describe means of diversion of water (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities be as specific as possible. Describe any changes in the system and give the date of the change. A collection system from ground water to spring box to a cistern and then to another cistern and then to the point of usage.

(b) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

No. of acres _____

B) If water is used for other than irrigation, fully describe that use, being as specific as possible. Used for household, watering of livestock and also for irrigation of property.

NOTE Include here the type and number of stock watered 4 cows, 4 horses and 4 sheep
If you are claiming water as a member of an organization, list name of organization:

If you are claiming water as a member of an organization, list name of organization:

DNA

(8)	Remarks
1	

[illegible]

Scale 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

County of Nez Perce)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge

Sworn to before me this 22nd day of September

matters and facts therein are true to the best of the

Cyde H. Gavage
Melvin E. Gavage
(Claimant)
19 80
W. H. Gavage

Notary Public
Residing at Lewiston, Idaho

My commission expires November 17, 1981

FOR DEPARTMENT USE ONLY

Received by me Date 10/1/80 Exception filed by: _____ Forwarded to _____ (Date) _____
 Prelim check by JK Date 5-7-80 claimant by _____
 \$20.00 fee received by me Date 10/7/80 (15+25)
 Published in San Jose Mercury Tribune
 Dates 10/1/80 - 2/3/80

STATE OF IDAHO
Department Water Resources

No 15425

Boise, Idaho, 10/7, 1980

RECEIVED
FROM

Clyde Hossage of Lewiston, Id. \$ 30.80
Thirty Dns/100 DOLLARS
ck # 92-31

FOR

<u>1 Claim</u>	\$	<u>30 00</u>
	\$	
	\$	
	\$	
	\$	
TOTAL - - -	\$	<u>30 00</u>

MICROFILMED

Patricia H. Hays

85-4151

September 29, 1980

Mr. William Vern McCann, Jr.
Attorney at Law
1027 Bryden Avenue
Lewiston, Idaho 83501

Dear Mr. McCann:

We are returning the check of Clyde Gossage No. 92-31 in the amount of \$30.00 and his Claim to a Water Right for clarification of the place of use.

In Item No. 6.a., the place of use is labeled the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, yet the map indicates the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

If you have any questions, please contact me at this office.

Sincerely,

DOM D. KING
Senior Water Resource Agent

TDK/pms

Enc. - Check
Claim

DOCUMENTS ENCLOSED

Date: September 25, 1980

Re. CLAIM TO A WATER RIGHT - Clyde & Melissa Gossage

The following enclosures are forwarded for action indicated by check mark below.

Please find the original Claim regarding the above
entitled individuals.

☒ File ☐ Sign and return ☐ Read and note ☐ _____

TO

WILLIAM VERN McCANN, JR.

Attorney at Law

1027 BRYDEN AVENUE

LEWISTON, ID 83501

Phone. (208) 743-5517

WILLIAM VERN McCANN, JR.

WATER RIGHT NUMBER 85-4151

OWNER LAST NAME - GOSSAGE

FIRST NAME - CLYDE A.

ORIG OWNER -

OWNER LAST NAME - GOSSAGE

FIRST NAME - MELISSA

ORIG OWNER -

ADDRESS LINE 1 - 1200 FORSMAN RD.

ADDRESS LINE 2 -

ADDRESS LINE 3 -

CITY - LEWISTON

STATE - ID ZIP CODE - 83501

SOURCE - SPRING

TRIBUTARY OF - SWEET WATER CREEK

STAGE - STATRY CLM

STATUS -

PRIORITY - 01-01-1922

COUNTY - NEZ PERCE

TOTAL DIV. RATE -

.1400 -CFS

TOTAL DIV. VOLUME -

.00 AFA TRFR/AMEND -

WATER DIST. -

DLE/CAREY ACT -

RIGHT BASIS -

DIVERSION POINT - NWSE 04 33N 04W LOT

REDIV -

FROM - 04-01 TO - 10-15 USE - IRRIGATION

USE DIV. RATE -

.0800

CFS

USE DIV. VOLUME -

.00 AFA

FROM - 01-01 TO - 12-31 USE - STOCKWATER

USE DIV. RATE -

.0200

CFS

USE DIV. VOLUME -

.00 AFA

FROM - 01-01 TO - 12-31 USE - DOMESTIC

USE DIV. RATE -

.0400

CFS

USE DIV. VOLUME -

.00 AFA

USE - IRRIGATION

PLACE OF USE - TWN 33N RNG 04W SEC 04

TRACT SENW LOT

AC 04

DECREE NAME -

DATE -

TOTAL ACRES

4

REMARKS -

NON IRRIG USE - S/8 RANGE, 4 SHEEP, D/1 HOME.

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. -

PROOF MADE -

FLD EXAM -

COND. OF APPROVAL -

DIVERSION MEANS -

3/79

IDENT. NO. 85-4151

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JK

Right Number 85-4151 Applicant Mossage

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By Mo Date 10/24/80

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By Hansen Date 11/10/80

MICROFILMED

85-4151-

GOSSAGE, CLYDE A. &/or MELISSA

1200 FORSMAN RD., LEWISTON, ID 83501

Source. SPRING tributary to SWEET WATER CREEK

Priority Date: 01/01/1922

Amount. 0.14 CFS

Diversion Point. NWSE Sec 04 T 33N R 04W, NEZ PERCE Co.

Use. IRRIGATION	(0.08 CFS)	from 04/01 to 10/15
STOCKWATER	(0.02 CFS)	from 01/01 to 12/31
DOMESTIC	(0.04 CFS)	from 01/01 to 12/31

Place of Use. SENW Sec 04 T 33N R 04W FOR 4 ACRES

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
C. STEPHEN ALLRED
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) 667-6484

NOVEMBER 3, 1980

CLYDE A. GOSSAGE
MELISSA GOSSAGE
1200 FORSMAN RD.
LEWISTON

ID 83501

RE: Claim No. 85-4151

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

Robert G. Haynes, P.E.
Regional Supervisor

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Enclosure

William Vern McCann, Jr.

ATTORNEY AT LAW
1027 BRYDEN AVENUE
LEWISTON, IDAHO 83501
TELEPHONE [208] 743-5517

October 2, 1980

Tom D. King
Senior Water Resource Agent
State of Idaho
Department of Water Resources
Suite No. 1
4055 Government Way
Coeur d'Alene, ID 83814

Dear Mr. King:

Re: Claim to Water Right of Clyde A. Gossage

I am writing in regard to the above entitled matter which was submitted to your office and which you returned to me on September 29, 1980 as indicated by your letter of that date. As I read item 6a the four (4) acres is located in the SE1/4 of the NW1/4. It is certainly further my interpretation that the place of usage is also shown on the map on the back to be in Section 4 and also, the SE1/4 of the NW1/4 of that same section. You say that the map indicates the NW1/4 of the SE1/4. The only thing that the map indicates in concern with the NW1/4 of the SE1/4 is the point of diversion, but the point of usage is indicated on the map to be in the SE1/4 of the NW1/4.

If you have any further questions concerning this, please feel free to contact me.

Sincerely,


William Vern McCann, Jr.

WVM,Jr.:ct

Enclosures

RECEIVED

OCT 10 1980

Department of Water Resources
Noble County Water Office

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