

APR - 5 1967

WALLIS & CHURCHILL

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RANDALL WALLIS
WINSTON H. CHURCHILL

April 1, 1967

Bush

Mr. Kenneth A. Dick
Financial Vice President
University of Idaho
Moscow, Idaho

Dear Kenneth:

Enclosed is a copy of the packing agreement that we discussed when you were here, which is agreeable to the parties.

I would appreciate your indicating your approval thereon, for our records, and in line with our conversation.

Very truly yours,

Randall Wallis

Randall Wallis

RW:pw

encl: agreement

*Dear Volbitz —
Please review & give
your opinion
4 Apr*

Mr. Dick

*Approved (my reservation was
discussed with you over phone)
4/4/67 Volbitz*

LEASE AND AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of March, 1967, by and between JESS R. TAYLOR and DOROTHY R. TAYLOR, husband and wife, of Boise, Ada County, Idaho, parties of the first part, hereinafter referred to as "Taylors", and VERL S. POTTS, of Boise, Ada County, Idaho, party of the second part, hereinafter referred to as "Potts",

W I T N E S S E T H:

WHEREAS, the Taylors own real property in Valley County, State of Idaho, and have been and now are engaged in the business of outfitters and guides, and

WHEREAS, Potts is likewise a licensed outfitter and desires to assist the Taylors in outfitting and guiding sportsmen during the fishing and hunting season of the year 1967, and

WHEREAS, Taylors desire to use the services of Potts in connection therewith as an independent contractor,

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, to be kept and performed by the parties hereto, it is mutually understood and agreed as follows:

1. Taylors hereby lease to Potts for a term commencing July 1, 1967, and ending April 1, 1968, the pasture and hay ground located upon what is commonly referred to as H. E. Survey No. 809, embracing a portion of approximately Sections 2 and 3 in Township 20 North, Range 13 East, Boise Meridian, in Valley County, State of Idaho, together with the right to use the airstrip on said premises and sufficient of the cabins located

thereon which shall be designated from time to time by Taylors for occupancy by Potts and fishermen and hunters who will be guided by Potts during the term hereof, and together with the farm machinery, tents, stoves and other packing equipment located on the above described premises, and together with the rights of ingress and egress over and across the above described property, but in such a way so as not to interfere with existing easements and rights of way granted the United States of America, or the right of Taylors to the use of the remainder of the premises hereby reserved by them and not leased hereunder.

2. The parties agree that Taylors have for many years last past secured certain hunting rights and privileges from the United States Forest Service and have certain recognized rights granted by the Outfitters and Guides Board under the provisions of Chapter 54 of Title 36 of the Idaho Code and that so long as Potts complies with all the terms and conditions hereof, and with the consent of the agency concerned, Potts may use the surrounding Forest rights and outfitters rights, but only as a representative of Taylors, and in no wise on the basis of his securing any vested interest or right to the continuation thereof beyond the term of this agreement.

3. Potts agrees to enter upon the premises and to harvest a crop of hay thereon on or about July 1, 1967, and to stack said hay, all in a good workmanlike and farmerlike manner, and at his own cost and expense. Taylors agree to irrigate the hay and pasture land in a competent and farmerlike manner.

4. Potts shall bring upon the premises during the hunting season the necessary pack and saddle animals and equipment to conduct outfitting and guiding services and may feed the pasture and hay now on the premises and to be grown on the premises during the growing season of 1967, to said pack and saddle animals. It is further understood that Potts may remain on the portion of the premises hereinabove leased for the purpose of wintering, feeding and maintaining one complete animal pack string.

5. Potts agrees to provide competent and qualified outfitting and guiding services to customers of Taylors, as requested, and may, in addition, provide such services to other hunters and fishermen who may be secured by Potts for the hunting and fishing season of the year 1967, it being understood that Taylors may, without any cost or expense to them, use Potts' packing and guiding facilities for not to exceed two sheep or goat hunters, to be selected by Taylors.

6. Potts specifically agrees to maintain the premises hereinabove described, occupied and used by him, in a good state of repair, at his own cost and expense, to maintain all fences, gates and ditches on the premises, not to make or permit any improvements or alterations on or to said premises or any part thereof without first obtaining Taylors' written consent to so do. Potts further agrees that he will use every precaution and care to prevent fires or the accumulation of weeds or combustible materials that might in any way be a fire hazard to any or all

of the premises owned by Taylors, and that at the expiration of this lease and agreement, he will yield up possession of said premises and the whole thereof without further notice, in as good repair and condition as when the same was entered in and upon by him, ordinary wear, tear and damage by the elements excepted, and that if he fails to deliver up said premises at the expiration of the term hereof, he will pay the Taylors the sum of \$15.00 per day for each day that he may continue in possession of the premises after the expiration of this agreement.

7. Taylors agree to pay all taxes and assessments levied and assessed against all of the above described real property, and maintenance expenses on any of the improvements used and occupied by the Taylors. Potts agrees to pay any and all forest grazing fees for the use of any of the lands adjacent or near to the above described premises, and to keep in full force and effect an outfitters or guides license and to comply with all the terms and provisions of the Outfitters and Guides Law (Chapter 54 of Title 36, Idaho Code) and not to violate any Federal or State laws or rules and regulations of the Forest Service or Outfitters and Guides Board.

8. Potts agrees to promptly pay any and all bills, supplies, salaries, wages, unemployment and workman's compensation insurance, Federal and State withholding taxes for any and all employees, and to act in all respects as an independent contractor in the conduct of the outfitting business on the above described premises, and further, does hereby indemnify and

hold Taylors harmless from any and all liability, actions and damages of any and all nature arising out of the within agreement and any and all activities conducted upon the said premises or adjoining premises by Potts.

9. Potts shall pay Taylors as consideration for the within agreement, one-half (1/2) of all of the gross outfitting and guiding fees realized by him, his employees, agents or contractors, during the hunting and fishing season of 1967, from the Taylor ranch and adjacent public domain, until Taylors have received the sum of \$1,500.00. The parties understand that, should the gross receipts of Potts not reach the sum of \$3,000.00, then Taylors will be paid only 50% of the gross amounts received by Potts, and that should the receipts exceed \$3,000.00, that Potts has no further obligation to pay more than the \$1,500.00 above agreed upon. Potts agrees to remit to Taylors their one-half (1/2) of such fees monthly, not later than the 10th day of the month following the month in which the fee was collected. Taylors shall give Potts credit for any fees paid directly to them.

10. It is understood and agreed that Potts may assign the within agreement, or sub-let all or any portion of the premises only upon the written consent of Taylors. Taylors agree that Potts may employ or avail himself of the help of his son, Stanley Potts, in the performance of this agreement by Potts without further written consent; provided, however, this consent shall not in any way relieve Potts of his obligations or liabilities hereunder.

11. It is further agreed that if Potts fails to pay the consideration herein agreed upon as herein provided, or fails to keep any of the covenants and agreements contained herein, then this agreement may, at the election of Taylors, be terminated and cancelled and Taylors shall have the right to take possession of said premises and the whole thereof, using such force as may be necessary, with or without process of law; and all damages growing out of the failure of Potts to perform any of the covenants of this agreement shall be added to and become a part of the consideration recovered herein, and Potts shall pay and discharge all costs and attorneys fees and any other expenses incurred by Taylors by way of enforcing any of the covenants of this agreement.

12. This agreement shall extend to and be binding upon the executors, administrators, heirs and assigns of the respective parties hereto.

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

PARTIES OF THE FIRST PART:

PARTY OF THE SECOND PART:
