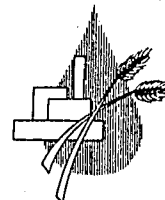
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern District Office

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 James Goddard

(Name of Claimant)

Rt. 1, Box 145, Malad, Idaho 83252

(Mailing Address)

Telephone No. 766-2721

(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) 4-9-1932

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)

Spring tributary to Sinks

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

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>.04 cfs</u>		Use <u>Stockwater</u>		Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____

- (4) .04 cfs TOTAL QUANTITY USED.

(cfs, af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NW ¼ SW ¼, Sec. 29 Twp. 13S Rge. 37E B.M., County of Oneida

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. Headbox with 2" pipe to stock troughs.

- (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	
13S	37E	30													X				

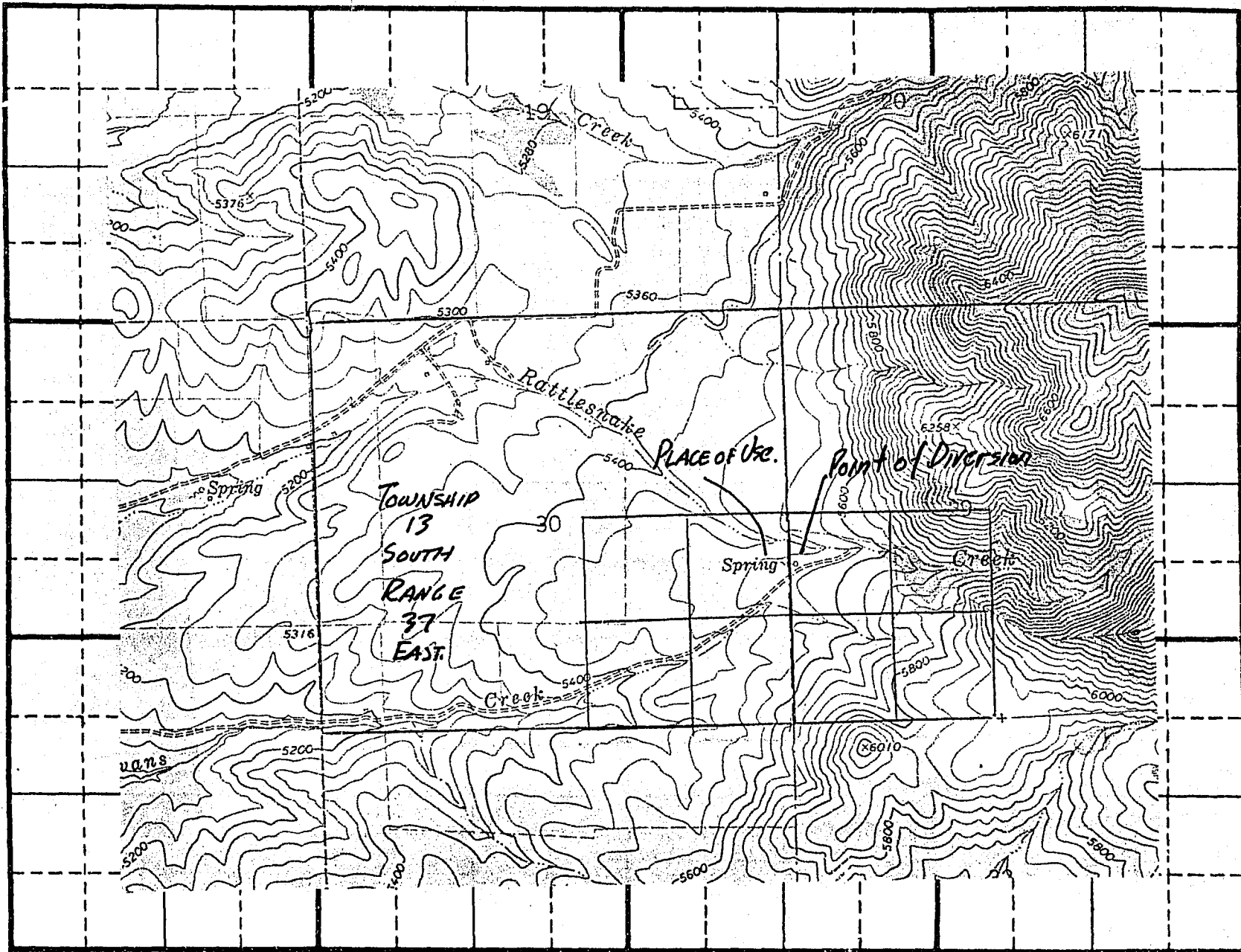
No. of acres _____

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: 150 head cattle

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

(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 Oneida) 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.

Sworn to before me this 20 day of June, 19 83.

James Goddard
(Claimant)

Shirley L. Daniels
Notary Public
Residing at Malad, Oneida, Ida.

My commission expires 5-11-86

FOR DEPARTMENT USE ONLY

Received by <u>CW</u>	Date <u>6-28-83</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>JHM</u>	Date <u>6-22-83</u>		claimant by:	
\$30.00 fee received by <u>CW</u>	Date <u>6-21-83</u>			
Published in <u>Idaho Enterprise</u>	<u>#38628</u>			
Dates <u>7/21; 7/28/83</u>				

Nº 441

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Oneida } ss.

Jeri R. Daniels

being duly sworn,
deposes and says: That she is the secretary of THE IDAHO ENTERPRISE, a weekly newspaper published at Malad, in the County of Oneida and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Malad; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for 2 consecutive weeks in the regular and entire issue of said paper during the period of time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with July 20, 1983, and ending with the issue of July 27, 1983

Jeri R. Daniels
Fee \$ 13.00

Subscribed and sworn to before me this 2nd day of August, 1983.

Ken Dunn
Notary Public, Residing at Malad, Idaho

My Commission Expires Lifetime, 19

AUG 4 1983
Department of Water Resources
Eastern District Office

NOT
TO
NOTICE OF CLAIMS
10 WATER RIGHTS
The following claim(s) have been
filed on water right(s) created by
diversion and beneficial use:
15-4164
GODDARD, JAMES
RT 1, BOX 145, MALAD, ID 83252
Source: SPRING; trib. to SINKS
Priority Date: 04-09-1982
Diversions: Pt. NWSW Sec 29 T 13S R 37E
Use: STOCKWATER (0.04 CFS)
In: NESE Sec 30 T 13S R 37E
Exceptions to a claim may be filed
with the Director, Dept. of Water
Resources, 150 Shoup Ave., Suite 15,
Idaho Falls, Idaho 83402.
KEN DUNN, Dir.
Published 7-20 & 7-27-83.

15-4164-

GODDARD, JAMES

RT. 1. BOX 145. MALAD, ID 83252

Source: SPRING trib. to SINKS

Priority Date: 04/09/1932

Diversion Pt: NWSM Sec 29 T 13S R 37E

Use: STOCKWATER (0.04 CFS)

In: NESE Sec 30 T 13S R 37E

NOTICE OF CLAIMS TO WATER RIGHTS

The following claim(s) have been filed on water right(s) created by diversion and beneficial use:

Exceptions to a claim may be filed with the Director, Dept. of Water Resources, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402.

KEN DUNN, Dir.

Published 7/21 & 7/28/83.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

JULY 13, 1983

The Idaho Enterprise
P. O. Box 205
Malad City, Idaho 83252

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before AUGUST 8, 1983.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JH

Right Number

15 4104

Applicant

James D. Dadd

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.

Aug. 8, 1983

FINAL REGIONAL PROCESSING REVIEW:

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

By

Ernest Carlson

Date

Aug. 16, 1983

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By

KW

Date

8/30/83

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shour Ave., Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

AUGUST 8, 1983

JAMES GODDARD
RT. 1, BOX 145
MALAD

ID 83252

RE: Claim No. 15-4154

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,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure

RECEIVED

AUG 26 1983

Department of Water Resources

[RECEIVED 01/07 10:51 1997 AT JetFax MIO
JAN-05-'00 THU 20:15

FROM

PAGE 1 (PRINTED PAGE 1) 1

TEL NO:

H008 P01

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

RECEIVED
JAN 13 1997

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

Department of Water Resources

- 15-04164 J.I. 1/30/97
1. Water Right Number(s) 18-04164
Adjudication Claim Number(s) none

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) James L. Goddard, 2030 W. 1000 N., Malad, ID 83252

4. New Owner/Claimant(s) Tavoian Enterprises, Inc.

Name connector (Check one): ☐ AND ☐ OR ☐ AND/OR

New Mailing Address 2360 E. 5500 N.

City, State and ZIP Code Malad, ID 83252

New Telephone Number (208) 766-4898

5. Date you acquired the property January 9, 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. Entire Right transferred

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Max K. Tavoian, President Date 9 Jan 97

Date _____

8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

RECEIVED

JAN 13 1997

CONTRACT OF SALE

GODDARD TO TAVOIAN ENTERPRISES, INC.

Department of Water Resources

THIS AGREEMENT is made and entered into this 9th day of January, 1997, by and between JAMES L. GODDARD and DONNA GODDARD, husband and wife, of 2030 W. 1000 N., Malad, Idaho, 83252, hereinafter referred to as "Seller" and TAVOIAN ENTERPRISES, INC., of 2360 E. 5500 N., Malad, Idaho, 83252, hereinafter referred to as "Buyer".

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. SALE AND PURCHASE

The Seller hereby sells to Buyer and on performance of the covenants and agreements on the part of the Buyer herein contained, agrees to convey unto the Buyer by good and sufficient warranty deed free of any liens and encumbrances except those to which this agreement is expressly made subject or which may attach by reason of some act or omission of Buyer, and Buyer hereby buys, the following described real property situated in Oneida County, State of Idaho, to-wit:

Township 13 South, Range 37 East, Boise Meridian, Oneida County, Idaho,

Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: W $\frac{1}{2}$ W $\frac{1}{2}$
Section 30: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 32 N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, ~~SW $\frac{1}{4}$ SE $\frac{1}{4}$~~ MK1

TOGETHER with Idaho Department of Water Resources,
License No. 18-04164 for 0.040 cfs for stock water.

TOGETHER with the tenements, hereditaments and
appurtenances thereunto belonging or in any wise appertaining.

SUBJECT TO:

1. All conditions, restrictions, reservations, easements, rights-of-way and rights-of-way of record, encroachments, overlap, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.
2. All rights-of-way, ditch rights, road rights-of-ways or any other easements, facts, rights or interest or claims which are not shown by the public records, but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

CONTRACT OF SALE (LONG TERM ESCROW)
GODDARD TO TAVOIAN ENTERPRISES, INC.

PAGE - 1

3. General taxes and assessments for the year 1997 and all subsequent years.

2. PURCHASE PRICE

The Seller agrees to convey said property to Buyer on payment of a total purchase price of FOUR HUNDRED THOUSAND DOLLARS (\$400,000), lawful money of the United States of America, and Buyer in consideration of the premises, agrees to pay Seller said sum in the following manner:

\$30,000.00 in cash upon execution of this agreement (subject to the prorations and closing charges and credits herein provided the exact amount of which shall be set forth on the closing statement) receipt of which is hereby acknowledged by Seller.

The deferred principal balance of \$370,000.00 together with interest thereon shall be paid by Buyer to Seller through Pioneer Title Company, 135 N. Arthur Avenue, Pocatello, Idaho, 83201 hereinafter called "escrow agent" as follows:

\$3,122.27 on the 10th day of February 1997, and \$3,122.27 on the 10th day of month thereafter until January 10, 2012, when the entire balance of principal and interest shall be due and payable in full. Said payment shall be in equally amortized payments over fifteen years.

Buyer shall pay a late payment penalty of \$50.00 for every payment not paid prior to the 25th of the month.

3. INTEREST

The unpaid portion of said deferred principal balance of \$370,000.00 shall bear interest at the rate of six per cent (6%) per annum from and after January 10, 1997, and all payments shall be applied first to the accrued interest and the balance to the reduction of principal. Provided, however, if Seller has given notice of default in accordance with the provisions of paragraph 9, hereof, the unpaid principal balance shall bear interest at the rate of twelve per cent (12%) per annum from the last unpaid payment due date until the default is cured.

4. PREPAYMENT

No prepayments shall be allowed except that Buyer shall be allowed to make payments in an amount that will not cause the total payments in any one year to exceed \$50,000.00. Prepayments will not excuse the regular annual payments as required by the terms of this contract until the final and complete performance of all of the terms of this agreement. All payments shall be applied first to accrued interest and then to the unpaid principal balance.

5. ESCROW

In consideration of the mutual promises contained herein, Seller and Buyer agree to execute in triplicate an escrow agreement directed to the escrow agent and deposit with escrow agent the following documents:

- (a) A warranty deed conveying the subject property from Seller to Buyer subject only to the conditions and exceptions as hereinbefore set forth.
- (b) A special warranty deed conveying the subject real property from Buyer to Seller.
- (c) A triplicate original of this **Contract of Sale**.
- (d) A triplicate original of the **Escrow Agreement**, a copy of which is attached hereto as **Exhibit A**, and incorporated herein by reference.

Said escrow agreement shall provide that upon full performance of all the terms of this contract by Buyer, Buyer shall be entitled to the delivery of all the documents held in escrow. Seller shall pay the escrow set up fee, the annual fee and all disbursement fees for more than one disbursement per month. Buyer shall pay fees for one disbursement from escrow per month.

6. POSSESSION

The Buyer shall be entitled to the possession of the premises on the date of execution of this contract.

7. TAXES AND ASSESSMENTS

Seller shall pay all real property taxes and assessments for 1996 and all prior years. Buyer shall pay promptly when due all real property taxes and assessments for 1997 and all subsequent years.

8. WASTE

Buyer shall maintain all perimeter fences in good condition and repair, and maintain all pasture lands properly seeded to pasture grasses and all farm lands clear and free of weeds and properly protected from erosion.

Buyer shall not:

- a) commit or permit waste of the subject property,
- b) allow any noxious weeds to become established on the property, or
- c) allow any easements, prescriptive or otherwise, to become established on the property.

9. DEFAULT

Time and punctuality of payment are of the essence and material part of this contract,

and in the event Buyer shall default in a payment of any of the terms of this agreement and said default continues for more than forty-five (45) days, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon the Buyer through the escrow agent by depositing the same in any United States Post Office, addressed to Buyer's last known address, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail to cure such default within sixty (60) days after the service of such notice as aforesaid, then Seller may elect, alternatively or cumulative, at Seller's option, to:

- a. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorney's fees, and any other sums owing Seller to be immediately due and owing and recover the same from Buyer or any of them, if necessary by legal proceedings.
- b. Declare this contract to be terminated due to said default. In this event, this contract shall be immediately canceled, and declared null and void and Buyer shall forfeit all right to said premises and to all permanent improvements thereon and all payments made hereunder shall be retained by Seller as liquidated damages for the breach of this contract and for the use of the property during possession thereof by Buyer except to the extent that this would constitute an unconscionable forfeiture. Seller may then reclaim from the escrow holder all papers placed therein. In that event, Buyer agrees to immediately surrender possession of the premises and any permanent improvements made thereon shall attach to and become a part of the real property and shall be retained as of the date of default. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given through the escrow holder and the Buyer agrees to immediately vacate the premises upon the notice and expiration of the default notice period.
- c. Bring suit and recover judgment for all delinquent installments and otherwise seek specific performance of the obligations of Buyer hereunder.
- d. Foreclose this contract pursuant to the laws of the State of Idaho pertaining to foreclosure of mortgages.
- e. Exercise any other remedy available under the laws of the State of Idaho.

All remedies allowed under this agreement shall be exercisable at Seller's election and Seller's election to use one remedy on one occasion will not preclude his use of an additional or alternative remedy on another occasion. In all cases, Seller shall be entitled to recover from Buyer all costs and expenses incurred by Seller in giving notice of default, in giving notice to terminate, in obtaining possession of the premises from Buyer, and in reselling the same if

Seller in fact resells it.

10. ATTORNEY'S FEES

In the event there is a default under this agreement, and it becomes reasonably necessary for either party to employ the services of an attorney to either enforce or terminate this agreement with or without litigation, the party in default agrees to pay to the party not in default a reasonable attorney's fee, and, in addition, such reasonable costs and expenses as are incurred in enforcing or terminating this agreement. If Buyer or Seller defaults in payment of the one existing mortgage and a notice of default is required the party in default agrees to pay a \$250.00 attorneys fee for preparation of the default notice.

11. ACCEPTANCE OF PROPERTY

It is expressly understood and agreed by the parties hereto that the Buyer has inspected the real property which are the subject of this agreement and accepts that property in its present condition, "AS IS", and that there are no representations, covenants or agreements between the parties hereto with reference to said property except as herein specifically set forth.

12. INDEMNITY

Buyer agrees to indemnify and hold Seller jointly and individually harmless from all liens and encumbrances, claims, demands, liabilities, accidents, suits or proceedings and the reasonable costs and attorney's fees incurred in defending against the same, arising from anything made, assumed, suffered or done or left undone by the Buyer regarding or affecting the real property being sold hereunder and the obligations herein assumed by Buyer.

13. TITLE INSURANCE

Seller has delivered to Buyer a Lot Book Report regarding the property prior to closing of this contract. Within fifteen (15) days after closing, Seller shall purchase and deliver to Buyer at Seller's sole expense a standard form owners title insurance policy in the face amount of \$400,000.00 showing that Buyer will acquire a fee interest in the real estate described in Section I hereof upon full performance of the contract and subject only to those encumbrances, exceptions and reservations hereinbefore set forth, and title insurance company's usual printed exceptions.

14. REPRESENTATION

The parties acknowledge that this contract and the accompanying escrow agreement, deeds and other documents which were prepared by the attorney for Seller. Buyer has been

informed that the preparing attorney, cannot represent both parties in this transaction and that all other representation has been on behalf of Seller. Seller has been advised and fully given the opportunity to obtain its own legal counsel.

15. INTEGRATION

Seller and Buyer acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. Seller and Buyer agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this contract of sale shall be and is the final expression of the agreement of the parties and shall control. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is properly authorized, in writing and executed by the party to be bound thereby. No modification of this Contract of sale shall be valid unless in writing and executed by the parties to this Contract of Sale.

16. ASSIGNMENT

It is expressly understood and agreed that this contract shall not be assigned by the Buyer nor can the property be transferred or conveyed without prior written consent of the Seller, until the contract balance is fully paid.

17. MUTUAL COVENANTS

In consideration of the mutual promises of the parties hereto, and of the execution of this Agreement by the parties, each party hereby agrees in good faith to utilize reasonable efforts in connection with the performance of all obligation hereunder. Absent an express statement to the contrary, whenever any consent or approval of a party is required hereunder, such party shall not withhold such consent or approval unreasonably, it being understood that the standard of reasonableness shall be determined with reference to the standard of a reasonably prudent investor having experience and sophistication in the purchase of property of the type covered by this Agreement.

18. SURVIVAL

Any obligations and conditions hereunder which by their terms cannot be performed or

satisfied prior to the closing of this transaction, shall survive the closing of this transaction.

19. FURTHER ASSURANCES

Each party agrees to execute such other and further instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement and to cooperate in obtaining required consents and approvals from third parties.

20. CONSTRUCTION

This Agreement shall be construed as a whole and in accordance with its fair meaning. Captions and organizations are for convenience and shall not be used in construing meaning.

21. NO WAIVER

The waiver by either party of the performance of any covenant, condition or promise, including the time for performance thereof, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The exercise of any remedy provided by law or by the provisions in this Agreement shall not exclude any other remedy, unless it is expressly excluded.

22. SEVERABILITY

Invalidation of any one of the terms and/or provisions of this Agreement by any judgment or court order shall in no wise affect any of the other terms and/or provisions of this Agreement, which shall remain in full force and effect.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the local law of the State of Idaho, without regard to the principles of conflicts of law.

24. CONSERVATION RESERVE CONTRACT

Buyer acknowledges and agrees that some of the crop land of the subject property is subject to a contract between Soil Conservation Service and Seller. Buyer assigns to Seller and Seller shall be entitled to receive the final payment of \$6,741.00 on said contract due October 11, 1997. Buyer agrees not to violate or allow the violation of any term or condition of said contract, provided that if any expenditures are required to maintain the subject property in compliance because of conditions not caused or contributed to by any act of Buyer or its agents, Seller shall pay all costs of said compliance action.

25. PRE-EXISTING MORTGAGE

The parties acknowledge and agree that the property is subject to a pre-existing mortgage given by Seller to State of Idaho Soil Conservation Commission, recorded in the office of the Oneida County Recorders as Instrument No. 116504. Said mortgage has an

outstanding balance of \$15,965.06. Buyer shall not cause or allow to exist any condition on the property that causes a default of said mortgage. Seller shall promptly pay all payments on said mortgage prior to the due date and comply with all payment and monetary requirements of said mortgage. Should Seller fail to pay any payment by the due date, Buyer shall be allowed, at Buyer's option, to pay the sum due thereon and the amount so paid, together with interest thereon at the rate of 12% per annum, shall be immediately due to Buyer from Seller and Buyer may offset against the next monthly payments due until said sum together with interest is repaid in full.

26. BINDING EFFECT

All the terms, conditions and covenants, this agreement shall be binding upon and shall inure to the benefit of all heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement.

"SELLER"

James L. Goddard
James L. Goddard

Donna Goddard
Donna Goddard

"BUYER"

TAVOIAN ENTERPRISES, INC.

By: Max K. Tavoian PRES
Max K. Tavoian, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 9 day of January, 1997, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared JAMES L. GODDARD and DONNA GODDARD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Craig P. Macken
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Exp.: 2-24-1999

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 9 day of January, 1997, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared MAX K. TAVOIAN known to me to be the President of TAVOIAN ENTERPRISES, INC. that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Craig P. Macken
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission Exp: 2-24-1999

E:\CLIENTS\GPM\GODDARD\CONTSALE.DOC



A Pioneer Company

PIONEER TITLE COMPANY
OF BANNOCK COUNTY

135 North Arthur Avenue / P.O. Box 1057 / Pocatello, Idaho 83204 / Telephone (208) 233-9595
FAX (208) 234-0621

ESCROW INSTRUCTIONS TO: PIONEER TITLE COMPANY OF BANNOCK COUNTY

OWNER/SELLER: JAMES L. GODDARD AND DONNA GODDARD
PAYOR/BUYER: TAYOIAN ENTERPRISES, INC.
PROPERTY ADDRESS:

1. **Appointment:** The undersigned hereby agree that Pioneer Title Company of Bannock County ("Pioneer Title") shall act as the parties' escrowholder and receive compensation in accordance with the schedule of fees and charges of Pioneer Title in effect on the date of accepting this escrow. The parties hereto shall be jointly and severally liable for all charges and fees. In the event the escrowholder shall be required to divide the payments, an additional minimum charge of \$4.00 shall be charged for each division for a payment. There will be an additional filing fee, the amount to be determined by the escrowholder for any subsequent assignments, amendments, close out or additional documents placed with this escrow. The escrowholder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving written notice of such increase to the parties to this escrow by regular mail at the last address left with the escrow holder.
2. **Escrow fees:** Collection fees shall be paid by:
 - a) ☒ BUYERS ☐ SELLERS ☐ Divided equally
 - b) Collection fees: ☒ Monthly ☐ Annually
☐ Quarterly ☐ Semi-Annually
 - c) Initial Filing Fee: \$75.00 set up fee
 - d) Special Fees: \$10.00 YEARLY SAFEKEEPING FEE - BENEFICIARY'S paid by Seller
\$4.00 per/month per/check fee
3. **Deposited documents:** The following documents are to be placed in escrow: ORIGINAL NOTE, DEED OF TRUST and AUTHORIZATION TO RECONVEY (to be used upon payment in full), Warranty Deed (Seller to Buyer), Special Warranty Deed (Buyer to Seller), Contract
4. **Payments of Principal and Interest:**
 - a) Escrow to be closed upon payment of unpaid principal of \$ 370,000.00 plus accrued interest.
 - b) Simple interest is to be calculated at the rate of 6 % per annum and shall commence on the 10th day of January, 1997 and shall be computed on the unpaid principal balance to date of payment each time a payment is paid.
 - c) Principal and interest (including balloon payments) shall be payable as follows: \$3,122.27 on 2/10/97, and \$3,122.27 on the 10th day of each month thereafter until paid in full.

OR _____

d) Check one:

☒ All payments shall be credited first to the interest then due, and the balance applied to the principal.

____ Interest shall be paid in addition to principal payments.

e) ☒ Late payment charge applicable. Late charge of \$ 50.00 on each installment which is paid in excess of 15 days past such payment's due date.

5. **Sale and Assignment:**

BUYERS ____ May ☒ May not assign their interest in the property or the documents in escrow without sellers' written consent.

Conditions of Assignment:

no more than \$50,000.00 in any one year total payments

____ May ____ May NOT prepay at any time. Conditions to Prepayment:
NO MORE THAN \$10,000 in any one year

(The above restrictions on assignment and prepayment must match the restrictions contained in the documentation deposited into escrow.)

6. **Remittance Instructions:** Until further written notice by sellers, payments received on this escrow shall be remitted as follows:

____ Checking account ☒ Saving account, Acct. No. 451 1001 192

In name of: JAMES GODDARD Bank US BANK

Address: Malad, Idaho

Other Instructions:

7. **Late Charges:** Pioneer Title is not required to monitor collection of any late charges which may become due pursuant to the documents deposited in escrow. Pioneer Title is solely charged with the duties of receiving and remitting payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant the parties' documentation, may be collected by the party entitled to such late charge and the party is entitled to collect such charge outside of escrow. In the event there is a foreclosure arising as a result of a default pursuant to the parties' documentation, any late charge due a party may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a pay off in full of this escrow, the party entitled to accrued late fees may provide an accounting to Pioneer Title of all late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final pay off amount. If a party has not provided to Pioneer Title an accounting of all late charges then due, then Pioneer Title shall not be liable for accepting a pay off on a contract without collecting the accrued late charges.

8. **Depository Responsibilities:** It is expressly understood between the parties hereto that Pioneer Title is a depository only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Pioneer Title assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against such property, and that its duties hereunder shall be limited to the

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safekeeping of such money, instruments or other documents received by it as an escrowholder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Pioneer Title shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Pioneer Title's discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to this escrow.

9. **Payments:** Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrowholder's receipt of available funds. Should the escrowholder disburse the buyers' payment to the sellers and the buyers' payment in whatever form it is made, is dishonored for any reason, sellers agree to return the amount of the payment to the escrowholder who shall cancel the payment on its records. In the event the sellers do not return the payment, the escrowholder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyers or sellers the amount dispersed together with all costs and attorneys' fees incurred with such collection efforts. Buyers and sellers shall be charged a \$15.00 fee for any checks returned because of insufficient funds in such parties' account or if the account has been closed. If buyers or sellers fail to present to payment any check or instrument issued by Pioneer Title within ninety (90) days from the date such check was issued, then buyers and sellers authorize Pioneer Title to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to buyers or sellers.
10. **Disputes:** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrowholder, such escrowholder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrowholder may refuse to deliver any moneys, papers or property involved in or affected by this escrow; and in so refusing, the escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrowholder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrowholder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrowholder by the parties hereto or interested herein or by any other party, Pioneer Title shall have the right, but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrowholder for any and all attorneys' fees, costs and disbursements incurred by such escrowholder in connection herewith, and upon demand shall forthwith pay the same to the escrowholder.
11. **Defaults:**
- a) In the event that the sellers or buyers shall declare a default and, if required by the documents deposited into escrow, they shall cause to be delivered to the escrowholder notification of default, in duplicate, and as many additional copies as the escrowholder may deem necessary with instructions to the escrowholder to mail the original of the notice to the defaulting party by registered or certified mail. The duplicate notice shall be retained with the escrow file. They buyers agree that should a notice of default be forwarded to them as set forth above, the escrowholder shall not be or become liable to the buyers for the delivery of the escrowed papers to the sellers unless they advise the escrowholder in writing within the time allowed in the contract to cure such default, that the terms of the contract are not in default or that the default has been satisfied.
- b) Defaults regarding deeds of trust shall be handled by the trust deed trustee pursuant to the applicable statutes of the State of Idaho. Pioneer Title shall provide escrowed documents to such trustee upon written request and receipt of a copy of the recorded notice of default. All matters of default must be cured through the trustee. In the event a default on the deed of trust is cured through the trustee, Pioneer Title shall be provided a copy of the rescission of default prior to accepting any subsequent payments from buyers. It shall be the responsibility of sellers to notify Pioneer Title in writing of any such default or rescission thereof and Pioneer Title will not consider an escrow account in default until such time as sellers have provided Pioneer Title with written notification that foreclosure proceedings have been initiated through the trustee. Pioneer Title shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirements.
- c) Pioneer Title shall not be obligated to notify any party of nonpayment or other breach of contract.
12. **Notices:** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrowholder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrowholder and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through the escrowholder as hereinabove provided at the expense of the party giving notice and the escrowholder shall not be required to recognize service of notice given in any other manner. The escrowholder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

13. **Termination:**

a) In the event that this escrow is cancelled or forfeited, it is agreed that the escrowholder may return the documents to any of the sellers, their heirs, executors, administrators or assigns on demand. The escrowholder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Pioneer Title reserves the right at any time to resign as escrowholder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new or substitute escrowholder to whom Pioneer Title may deliver the escrowed documents at no cost to Pioneer Title. In the event the undersigned parties have not selected a new or substitute escrowholder within 30 days of the resignation of Pioneer Title, the new or substitute escrowholder may be selected by Pioneer Title and any cost associated therewith may be deducted from the next payment made on this escrow.

b) Any instrument or document placed in escrow is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event, the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

c) When the escrowholder receives the unpaid principal balance on this escrow and accrued interest on behalf of sellers, Pioneer Title shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to buyers or their order, and thereby close the escrow.

14. **Compliance:** Pioneer Title assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth In Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Pioneer Title shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Pioneer Title. Under no circumstances shall Pioneer Title be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party other than the parties to these instructions and there are no third-party beneficiaries to these instructions.

15. **Insurance:** It shall be the sole responsibility of the buyers and sellers to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner, and Pioneer Title assumes no liability for lack of or insufficiency of insurance or lack of payment of taxes.

16. **Costs:** The escrowholder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due it hereunder.

DATED this 9th day of January, 1997.

OWNERS/SELLERS

James L. Goddard
Name JAMES L. GODDARD

554-46-2194
Social Security Number

Donna Goddard
Name DONNA GODDARD

518-58-0893
Social Security Number

2030 W, 1000 N.
Address

Malad, ID 83252

766-2721
Phone

PAYORS/BUYERS
TAVOIAN ENTERPRISES, INC.

Max K. Tavoian Pres
Name / MAX K. TAVOIAN, President

Tax ID # 87-0473762
Social Security Number

Name

Social Security Number

2360 E. 5500 N.
Address

Malad, ID 83252

766-4898 or 801-863-3856
Phone

EXHIBIT A

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GREGORY P. MEACHAM
KARL R. DECKER

MEACHAM & DECKER, PLLC
LAWYERS
1970 EAST 17TH STREET, SUITE 103
IDAHO FALLS, IDAHO 83404

208/522-0022 VOICE
208/528-8917 FAX

January 9, 1997

RECEIVED

JAN 13 1997

Department of Water Resources

Jim Johnson
IDWR
1301 N. Orchard Street
Boise, ID 83706-2237

Dear Mr. Johnson:

Enclosed is a Notice of Change of address and copy of the Contract of Sale with regard to the stock water right of Mr. James Goddard.

Very truly yours,

MEACHAM & DECKER, PLLC

Gregory P. Meacham
Gregory P. Meacham

GPM/amc
Encl. As noted

E:\CLIENTS\GPM\GODDARD\IDWR.109



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 30, 1997

TAVOIAN ENTERPRISES, INC.
2360 E 5500 N
MALAD ID 83252

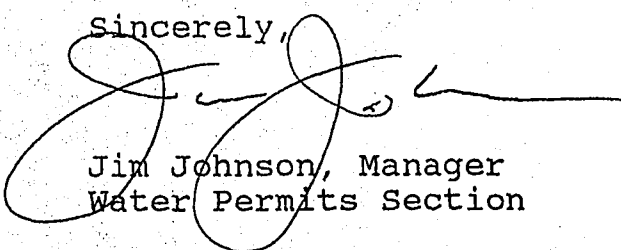
RE: Water Right No. 15-04164

Dear Water Right Holder(s):

We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our computer records to reflect this change in ownership. We have also enclosed a report regarding this water right.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,


Jim Johnson, Manager
Water Permits Section

JJ:ph

Enclosure