

Form 42-248/42-1409(5) 10/07

DZ

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
ADJ 22-7411	22-7411	OK			
		JPO			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Ronald J. Judy

P. O. Box 750

Rancho Sante Fe, CA 92067

4. New Owner/Claimant(s)

Mingo Tribal Preservation Trust

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1675 Blowing Rock Rd. Ste 405

City, State and ZIP Code

Boone, NC 28607

New Telephone Number

(828) 265-1400

Email: tjb@clmna.com

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5. Date you acquired the property June 7, 2007

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)



C. Timothy Hopkins

Attorney for Mingo Tribal Preservation Trust

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____

Date _____

Receipt Amt. _____

Received by _____

Date _____

Receipt No. _____

Processed by _____ AJ

Date _____

WR _____ Date _____

Instrument # 191934

TETON COUNTY, IDAHO

2007-09-26

05:12:00 No. of Pages: 3

Recorded for : RICHARD J KLINE

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to MEMORANDUM

Fee: 0.00

STATE OF UTAH

COUNTY OF TETON

**MEMORANDUM OF
PURCHASE CONTRACT**

THIS MEMORANDUM OF PURCHASE CONTRACT, is made and entered into as of the 7th day of June, 2007, by and between the following named persons/entities: Grandview Ranch I, LP, a North Carolina limited partnp. (hereinafter referred to as "Seller"), and Mingo Tribal Preservation Trust (hereinafter referred to as "Buyer").

WITNESSETH:

A. Seller, pursuant to Qualified Exchange Accommodation Agreement dated the same date hereof (the "Purchase Contract") between Seller and Buyer relating to the purchase and sale of that certain real property and associated improvements consisting of 560 acres +/-, Teton County, and more particularly described in Exhibit A attached hereto (the "Property") has covenanted and agreed to sell and convey the Property to Buyer on or before December 1, 2007 (the "Closing Date").

NOW THEREFORE, in consideration of the terms, covenants and conditions of the Purchase Contract, Seller does agree to sell and convey to Buyer the Property.

The parties further stipulate and agree that:

1. **Term.** The term of the Purchase Contract commenced on the date hereof and continues through and including December 1, 2007.
2. **Purchase Contract.** All of the terms, covenants and conditions of the Purchase Contract are incorporated herein by reference.
3. **Miscellaneous.** The term "Purchase Contract" means and refers to the Qualified Exchange Accommodation Agreement between the parties dated the same date hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Purchase Contract effective as of the day and year first above written.

SELLER:

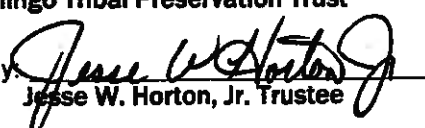
Grandview Ranch I, LP, a Nevada limited partnership

By: EAC REV No. 9, LLC, a North Carolina limited liability company, its General Partner

By:  (Seal)
Brian B. Helms, Manager

BUYER:

Mingo Tribal Preservation Trust

By: 
Jesse W. Horton, Jr. Trustee

Drawn by and return to:
John Hazlehurst
6100 Fairview Rd. Ste 1200
Charlotte, NC 28210

EXHIBIT A

Lying and being in Teton County, Idaho, more particularly described as follows:

E1/2 Sec. 31; and NW1/4 and W1/2SW1/4 Sec. 32, T. 6 North, Range 44 E.B.M.

Being the identical property conveyed to GRANDVIEW RANCH I, LP by Grant Deed, bearing Instrument # 183875 recorded December 29, 2006.

Instrument # 183875

DRIGGS, TETON, IDAHO

2006-12-29 01:52:13 No. of Pages: 2

Recorded for : HOPKINS RODEN CROCKETT

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: ODED GRANT

183875

GRANT DEED

RECEIVED

DEC 29 2006

TETON CO., ID.
CLERK RECORDER

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, RONALD J. JUDY and JUDITH I. BRAAKSMA JUDY, Trustees of the JUDY FAMILY TRUST U/T/A dated June 23, 1997, hereafter referred to as "Grantor," grants, bargains, sells and conveys to GRANDVIEW RANCH I, LP, a Nevada limited partnership, the current address of which is 4375 West Desert Inn Road, Suite C-172, Las Vegas, Nevada 89102, the following real property located in Teton County, Idaho, more particularly described as follows:

E1/2 Sec. 31; and, NW 1/4 and W1/2SW1/4 Sec. 32,
T. 6 North, Range 44 E.B.M.

SUBJECT TO: All existing easements or claims of easement, roadways, rights of way, covenants, restrictions, reservations, condominium declarations and association articles and bylaws, applicable building and zoning ordinances, use regulations and restrictions, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey, inspection of the premises or environmental assessment, and accruing taxes and assessments.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

IN WITNESS WHEREOF, the Grantor has hereunto subscribed its name to this instrument this 27th day of December, 2006.

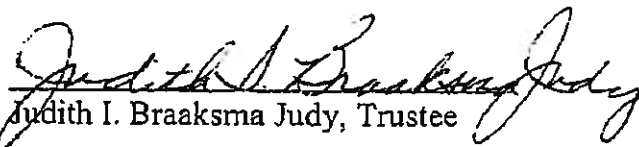
JUDY FAMILY TRUST U/T/A

Dated June 23, 1997

By:


Ronald J. Judy, Trustee

By:


Judith I. Braaksma Judy, Trustee

183875

62 HAWAII
STATE OF ~~CALIFORNIA~~)
) ss.
County of HAWAII)

ON THIS 27th day of December, 2006, before me, SHERI L. RAPOZA,
a Notary Public in and for said State, personally appeared RONALD J. JUDY, known or
identified to me to be the Trustee of the JUDY FAMILY TRUST U/T/A dated June,
1997, and acknowledged to me that he executed the within and foregoing instrument as
such Trustee of the JUDY FAMILY TRUST U/T/A dated June 23, 1997.

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



Sheri L. Rapoza
Notary Public for California HAWAII
Residing at: 68-150 HOCHANA ST. KOHALA COAST, HI
My Commission Expires: MARCH 5, 2010 96743

62 HAWAII
STATE OF ~~CALIFORNIA~~)
) ss.
County of HAWAII)

ON THIS 27th day of December, 2006, before me, SHERI L. RAPOZA,
a Notary Public in and for said State, personally appeared JUDITH I. BRAAKSMA
JUDY, known or identified to me to be the Trustee of the JUDY FAMILY TRUST
U/T/A dated June 23, 1997, and acknowledged to me that she executed the within and
foregoing instrument as such Trustee of the JUDY FAMILY TRUST U/T/A dated June
23, 1997.

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



Sheri L. Rapoza
Notary Public for California HAWAII
Residing at: 68-150 HOCHANA ST. KOHALA COAST, HI
My Commission Expires: MARCH 5, 2010 96743

183875