

DEC 14 2011

Department of Water Resources
Eastern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check, "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
22-7411 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Grandview Ranch I, LP
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): R & H Land, LLC
Name of each new owner as listed on the conveyance document

New owner Continued Name Connector ☐ and ☐ or ☐ and/or

391 West 1200 North
Mailing Address

Felt
City

ID
State

83424
Zip

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above. May 10, 2011
6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.

7. Signature: *[Signature]* *Attorney* *12/13/11*
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *[Signature]*
Approved by *[Signature]*

Date *12/14/2011*
Processed by _____

Receipt No. *E037194*
Date _____

Receipt Amt. *\$100.-*

\$25.- for this app.

WARRANTY DEED

THIS INDENTURE is made this 10th day of May, 2011, by EAC REV NO. 9, LLC, a North Carolina limited liability company, hereinafter the "Grantor", to R & H LAND, LLC, an Idaho limited liability company, whose mailing address is 391 West 1200 North, Felt, ID 83424, hereinafter the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described real property in the County of Teton, State of Idaho, to-wit:

Township 6 North, Range 44 East, Boise Meridian, Teton County, Idaho

Section 31: E½

Section 32: NW¼, W½SW¼

SUBJECT TO THE FOLLOWING:

1. Reservations of coal and right of way for ditches and canals in United States Patents, recorded Book 7 at Page 14 and Book 7 at Page 15 .
2. Exceptions and reservations contained in Deed from the State of Idaho recorded in Book 77 at Page 372, wherein mineral rights are reserved to the State under provisions of §§ 47-701, Idaho Code, and Rights-of-way for ditches constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
3. Easement for road right-of-way for ingress and egress by pedestrial traffic, horses, equipment and motorized vehicles, of any kind whatsoever along an existing road across the SE corner of the NW¼ of Section 32 T6N-R44E, recorded August 7, 1981 as Instrument No. 88149.
4. Roadways shown on the plat of Big Game View Ranch recorded

November 24, 1981 as Instrument No. 88973.

5. Exceptions, reservation, leases and contracts referred to in Corporate Warranty Deed by Potter Enterprises, Inc. to B & M Partners, recorded March 1, 1990 as Instrument No. 105679.
6. Electric line right-of-way easement granted by Teton Telcom, to Fall River Rural Electric Cooperative, Inc., recorded August 2, 2002 recorder's No. 149470, records of Teton County, ID.
7. Right-of-way or easement of County road now known as B45 along the West side of said property in Section 31.
8. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 17, 2009, to secure an original indebtedness of \$404,981.50.
Recorded: November 23, 2009, as Instrument No. 208287
Mortgagor: Grandview Ranch I, LP, a Nevada Limited Partnership, and EAC REV No II, LLC, a North Carolina Limited Liability Company
Mortgagee: Mark R. Ricks and Chris P. Ricks, husband and wife

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

EAC REV NO. 9, LLC,
a North Carolina limited liability company

By: Jesse W. Horton, Jr.
Jesse W. Horton, Jr., Manager

STATE OF Idaho)
)ss.
County of Burnsville)

On the 9th day of June, 2011, before me, the undersigned notary public in and for said state, personally appeared Jesse W. Horton, Jr., known or identified to me to be the Manager of EAC REV NO. 9, LLC, the limited liability company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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)

[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12/6/2011

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WARRANTY DEED

THIS INDENTURE is made this 10th day of May, 2011, by EAC REV NO. 11, LLC, a North Carolina limited liability company, hereinafter the "Grantor", to R & H LAND, LLC, an Idaho limited liability company, whose mailing address is 391 West 1200 North, Felt, Idaho 83424, hereinafter the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described real property in the County of Teton, State of Idaho, to-wit:

DESCRIPTION FOR A 100' STRIP OF PROPERTY

A parcel of land being a portion of the SE $\frac{1}{4}$ of Section 5, T5N, R44E, B.M., Teton County, Idaho;

said parcel is more particularly described, without benefit of survey, from data found on the Corner Perpetuation and Filing Record, Instrument Number 166624, recorded on March 1, 2005, in the Office of the Clerk of Teton County, Idaho; said parcel is that portion of said SE $\frac{1}{4}$ of Section 5 more particularly described from said record data as follows:

BEGINNING at a point on the south boundary of said Section 5, from which the south one-quarter corner of said Section 5 bears N 89°54.07. W, 2235.50 feet; thence through said SE $\frac{1}{4}$ as follows:

proceeding N 01°26.50. E, 151.32 feet to the point of tangent to a compound curve; from which the radius point of said curve bears N88°33.10. W, 550.00 feet;

thence 341.44 feet along the arc of said curve, through a central angle of 35°34.10.; the chord of said curve bearing N 16°20.16. W, 335.99 feet to the point of compound curve;

thence 917.06 feet along the arc of said curve, through a central angle of 80°50.11.; the chord of said curve bearing N 74°32.25. W, 842.87 feet to the point of curve;

thence to the intersection with the west boundary of said SE¼, S 65°02.29. W, 1469.79 feet; from which the south one-quarter corner of said Section 5 bears S 00°05.47. W, 74.47 feet;

thence along the west boundary of said SE¼, N 00°05.47. E, 110.39 feet; from which the center one-quarter corner of said Section 5 bears N 00°05.47. E, 2445.99 feet; thence through said SE¼ as follows:

proceeding N 65°02.29. E, 1423.04 feet to the point of curve for a compound curve; from which the radius point of said curve bears S24°57.31. E, 750.00 feet;

thence 1058.15 feet along the arc of said curve, through a central angle of 80°50.11.; the chord of said curve bearing S 74°32.25. E, 972.55 feet to the point of compound curve;

thence 403.52 feet along the arc of said curve, through a central angle of 35°34.10.; the chord of said curve bearing S 16°20.16. E, 397.07 feet to the point of tangent;

thence to the intersection with the south boundary of said Section 5, S 01°26.50. W, 148.97 feet; from which the SE corner of said Section 5 bears S 89°54.07. E, 291.98 feet;

thence along the south boundary of said Section 5, N 89°54.07. W, 100.03 feet to the CORNER OF BEGINNING.

SUBJECT TO THE FOLLOWING:

1. Provisions in deed to Vernal D. Kay and Murel H. Kay from Terrell Fred Kay and JoAnne W. Kay, recorded June 19, 2000, as Instrument No. 138154.
2. A county road on the east and south boundary of the property.

3. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by an ALTA/ACSM survey made by Jorgensen Associates, P.C. on December 7, 2007, designated Job No. 07541.00.74.
4. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 17, 2009, to secure an original indebtedness of \$404,981.50.
Recorded: November 23, 2009, as Instrument No. 208287
Mortgagor: Grandview Ranch I, LP, a Nevada Limited Partnership, and EAC REV No II, LLC, a North Carolina Limited Liability Company
Mortgagee: Mark R. Ricks and Chris P. Ricks, husband and wife

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this deed and where the context so requires, the singular includes the plural.

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WARRANTY DEED

THIS INDENTURE is made this 10th day of May, 2011,
by GRANDVIEW RANCH I, LP, a Nevada limited partnership, hereinafter the
"Grantor", to EAC REV NO. 9, LLC, a North Carolina limited liability company,
whose mailing address is c/o Richard J. Kline, PO Box 1508, Davidson, North
Carolina 28046, hereinafter the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of
Ten Dollars (\$10.00) lawful money of the United States of America, and other
good and valuable consideration, to the Grantor in hand paid by the Grantee, the
receipt whereof is hereby acknowledged, has granted, and by these presents does
grant and confirm unto the Grantee, and to Grantee's successors and assigns
forever, all of the following described real property in the County of Teton, State
of Idaho, to-wit:

Township 6 North, Range 44 East, Boise Meridian, Teton County,
Idaho

Section 31: E½

Section 32: NW¼, W½SW¼

SUBJECT TO THE FOLLOWING:

1. Reservations of coal and right of way for ditches and canals
in United States Patents, recorded Book 7 at Page 14 and
Book 7 at Page 15 .
2. Exceptions and reservations contained in Deed from the State
of Idaho recorded in Book 77 at Page 372, wherein mineral
rights are reserved to the State under provisions of §§ 47-701,
Idaho Code, and Rights-of-way for ditches constructed by
authority of the United States, as granted to the United States
under provisions of Section 58-604, Idaho Code.
3. Easement for road right-of-way for ingress and egress by
pedestrian traffic, horses, equipment and motorized vehicles,
of any kind whatsoever along an existing road across the SE
corner of the NW1/4 of Section 32 T6N-R44E, recorded
August 7, 1981 as Instrument No. 88149.
4. Roadways shown on the plat of Big Game View Ranch
recorded November 24, 1981 as Instrument No. 88973.

5. Exceptions, reservation, leases and contracts referred to in Corporate Warranty Deed by Potter Enterprises, Inc. to B & M Partners, recorded March 1, 1990 as Instrument No. 105679.
6. Electric line right-of-way easement granted by Teton Telcom, to Fall River Rural Electric Cooperative, Inc., recorded August 2, 2002 recorder's No. 149470, records of Teton County, ID.
7. Right-of-way or easement of County road now known as B45 along the West side of said property in Section 31.
8. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 17, 2009, to secure an original indebtedness of \$404,981.50.
Recorded: November 23, 2009, as Instrument No. 208287
Mortgagor: Grandview Ranch I, LP, a Nevada Limited Partnership, and EAC REV No II, LLC, a North Carolina Limited Liability Company
Mortgagee: Mark R. Ricks and Chris P. Ricks, husband and wife
9. Deed of Trust dated June 7, 2007, to secure an original indebtedness of \$5,700,000.00, and any other amounts and/or obligations secured thereby
Recorded: September 26, 2007, as Instrument No. 191933
Grantor: Grandview Ranch I, LP, a Nevada Limited Partnership
Trustee: Richard J. Kline
Beneficiary: Mingo Tribal Preservation Trust
10. Memorandum of Purchase Contract upon the terms, conditions and provision contained therein:
Recorded: September 26, 2007, Instrument No. 191934
Seller: Grandview Ranch I, LP a North Carolina Limited Partnership
Buyer: Mingo Tribal Preservation Trust

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this deed and where the context so requires, the singular includes the plural.

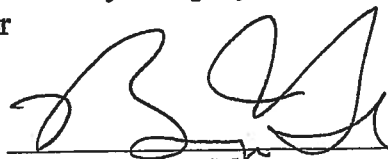
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IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANDVIEW RANCH I, LP,
a Nevada limited partnership

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

By:

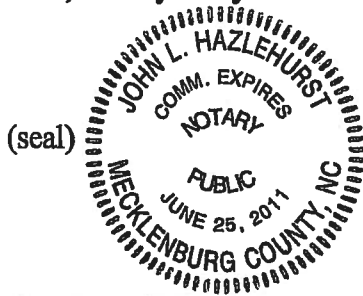


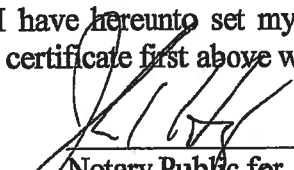
Brian B. Helms, Manager

STATE OF North Carolina)
County of Mecklenburg) ss.

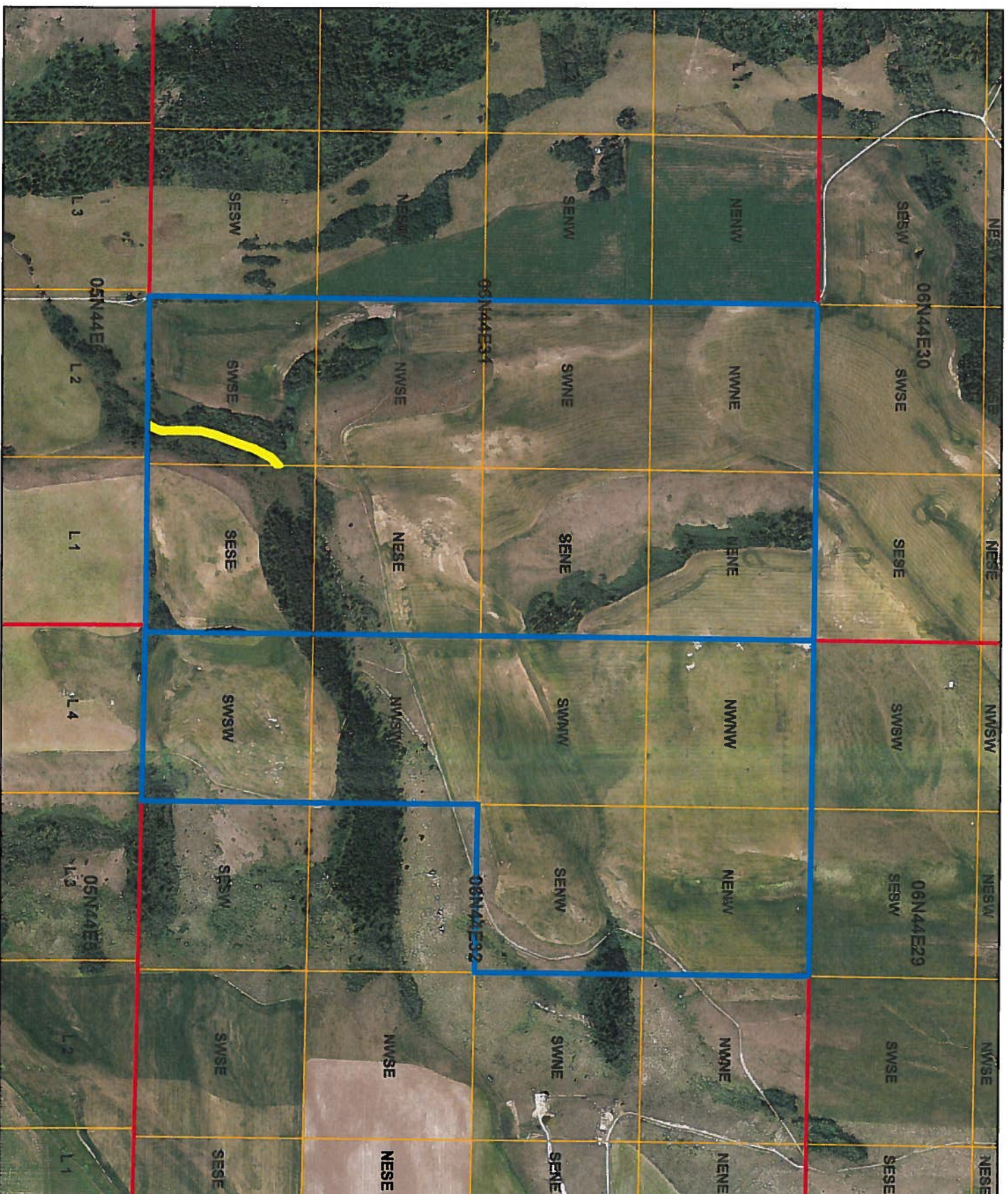
On the 10th day of May, 2011, before me, the undersigned notary public in and for said state, personally appeared Brian B. Helms, known or identified to me to be the Manager of EAC REV NO. 9, LLC, the General Partner of GRANDVIEW RANCH I, LP, the limited partnership that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership 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.




Notary Public for Mecklenburg County, North Carolina
Residing at Charlotte, NC
My Commission Expires: 6-25-11

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Prepared by:
Luke H. Marchant
12/13/2011