

RECEIVED

APR 18 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in 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?
37-08499	Yes ☐		Yes ☐		Yes ☐
37-17314	Yes ☒	Split into 37-17314 37-22824	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Theodore and Cicely Nicolai (37-08499)/BLM (37-17314)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ali Fayed
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

Round Island, 50 Pear Lane - Field Point Circle

Mailing address

Greenwich

CT

06830

City

State

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: Oct. 6, 1998/Dec.13, 2012
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] Title, if applicable: _____ Date: 4/17/13

Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 4-19-2013 Receipt No. S033189 Receipt Amt. \$125-

Approved by _____ Processed by _____ Date _____

SUPPORT DATA
IN FILE # 37-8499

419760

WARRANTY DEED

FOR VALUE RECEIVED

THEODORE NICOLAI, III and CICELY B. NICOLAI, husband and wife,

the grantor(s), do hereby grant, bargain, sell and convey unto

ALI FAYED, a married man

the grantee, whose current address is One Deer Park Court
Greenwich, CT 06830Deed
RECEIVED
SUN VALLEY TITLE

'99 OCT 14 PM 10 01

FEE \$ 3.00

mPP

the following described premises, in BLAINE COUNTY, IDAHO, to wit:

Large Block 9 Amended, BIGWOOD SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, recorded March 30, 1990, as Instrument No. 317963, records of Blaine County, Idaho.

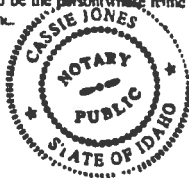
Together with any and all water rights appurtenant thereto.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s) and their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises; that said premises are free from all encumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 6, 1998

Theodore Nicolai, III
Theodore Nicolai, IIICicely B. Nicolai
Cicely B. NicolaiState of Idaho
County of BlaineOn this 8th day of October, 1998, Before me a Notary Public in and for said State, personally appeared Theodore Nicolai, III known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.Cassie Jones
Notary Public
Residing at Hayley
Comm. Expires 9-7-2000State of Idaho
County of BlaineOn this 8th day of October, 1998, Before me a Notary Public in and for said State, personally appeared Cicely B. Nicolai known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.Cassie Jones
Notary Public
Residing at Hayley
Comm. Expires 9-7-2000

445754

The United States of America
To all to whom these presents shall come, Greeting:

IDI 35331

Mail Property Tax Statement to:
Blue Canyon Corporation
240 Greenwich Ave.
Greenwich, CT 06830 6507

WHEREAS

BLUE CANYON CORPORATION, an Idaho Subchapter S Corporation

is entitled to a land patent pursuant to Sections 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. 1701 et seq.), for the following described land in the County of Blaine, State of Idaho:

Boise Meridian, Idaho,

Township 4 North, Range 17 East,
section 1: lot 7.

Containing 19.92 acres, more or less.
As shown on the attached survey made a part of the real estate
record as a part of this patent, records of Blaine County, ID.

NOW KNOW YE, that there is, therefore, granted by the **UNITED STATES** unto **BLUE CANYON CORPORATION**, the land described above; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto **BLUE CANYON CORPORATION** and to its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

SUBJECT TO:

1. Those rights for access purposes issued to the Bureau of Land Management, its successors or assigns, by right-of-way no. IDI-37310, pursuant to Title V of the Act of October 21, 1976 (43 U.S.C. 1767). This right-of-way is for the full use as an access route by the United States and its assigns, licensees, permittees, lessees, agents, and contractors, including the right of access and use for and by the people of the United States generally to lands owned, administered, or controlled by the United States, and the right to enforce all or any of the terms and conditions of the right-of-way. This right-of-way crosses Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
2. Those rights for Federal Highway purposes issued to the Idaho Department of Transportation, its successors or assigns, by right-of-way no. IDBL-0-50218, pursuant to the Act of August 27, 1958, as amended (23 U.S.C. 317), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.

Patent No. 11-2013-0001

3. Those rights for buried natural gas distribution purposes granted to the Intermountain Gas Company, its successors and assigns, by right-of-way IDI-4693, pursuant to Section 28 of the Mineral Leasing Act (30 U.S.C. 185), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
4. Those rights for buried telephone distribution purposes granted to the Qwest Corporation, its successors and assigns, by right-of-way IDI-20192, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
5. Those rights for buried natural gas distribution purposes granted to the Intermountain Gas Company, its successors and assigns, by right-of-way IDI-21139, pursuant to Section 28 of the Mineral Leasing Act (30 U.S.C. 185), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
6. Those rights for buried television cable distribution purposes granted to the Cox Communications, its successors and assigns, by right-of-way IDI-23532, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
7. Those rights for electrical distribution purposes granted to the Idaho Power Company, its successors and assigns, by right-of-way IDI-27046, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
8. Those rights for buried natural gas distribution purposes granted to the Intermountain Gas Company, its successors and assigns, by right-of-way IDI-27056, pursuant to Section 28 of the Mineral Leasing Act (30 U.S.C. 185), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
9. Those rights for buried water distribution purposes granted to the City of Ketchum, its successors and assigns, by right-of-way IDI-27470, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
10. Those rights for buried water distribution purposes granted to the City of Ketchum, its successors and assigns, by right-of-way IDI-32433, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.
11. Those rights for buried fiber optic purposes granted to the Syringa Networks, LLC, its successors and assigns, by right-of-way IDI-33859, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Lot 7 of Section 1, T. 4 N., R. 17 E., Boise Meridian.

Pursuant to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act [42 U.S.C. 9620(h)] (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1988 (100 Stat. 1670), notice is hereby given that the above described parcel has been examined and no evidence was found to indicate that any hazardous substances have been stored for one year or more, nor have any hazardous substances been disposed of or released on the subject property.

The patentees, by accepting this patent, covenants and agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind arising from the past, present, and future acts or omissions of

the patentee, its employees, agents, contractors, lessees, or any third party, arising out of, or in connection with the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee and its employees, agents, contractors, or lessees, or any third party, arising out of, or in connection with, the use and/or occupancy of the patented real property that has already resulted or does hereafter result in: (1) Violations of Federal, state, and local laws and regulations that are now, or may in the future, become applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s), and /or hazardous substance(s), as defined by Federal or state environmental laws, off, on, into or under land, property and other interests of the United States; (5) Activities by which solids or hazardous substance(s) or wastes, as defined by Federal and state environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substance(s) or waste(s); or (6) Natural resource damages as defined by Federal and state law. This covenant shall be construed as running with the patented real property and may be enforced by the United States in a court of competent jurisdiction.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

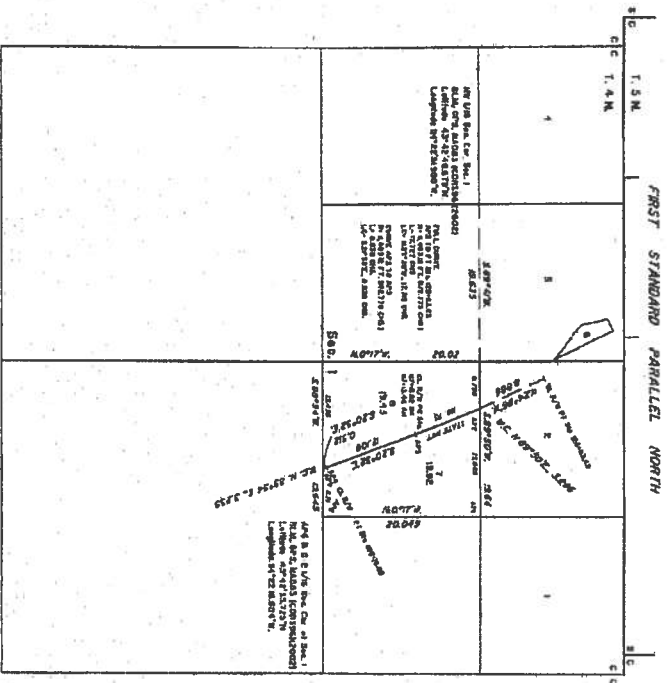
GIVEN under my hand, in Boise, Idaho, the thirteenth day of December in the year of our Lord two thousand and twelve and of the Independence of the United States the two hundred and THIRTY SEVENTH.

By *Diane K. Hartman*
for David H. Murphy
Chief, Branch of Lands, Minerals & Water Rights
Resource Services Division
By Diane K. Hartman, Acting Chief,
Branch of Lands, Minerals & Water
Rights, Resources Services Division

TOWNSHIP 4 NORTH, RANGE 17 EAST, OF THE BOISE MERIDIAN, IDAHO
DEPENDENT RESURVEY AND METES-AND-BOUNDS SURVEY

OFFICIALLY FILED 5/7/2010

ORIGINAL



A history of surveys is contained in the field notes. This plat represents the dependent resurvey of a portion of the subsection of section 1, designed to restore the corners in their true original locations according to the best available evidence, and a make-and-bound survey of lot 7, in section 1, T. 4 N., R. 17 E., Boise Meridian, Idaho. For those lines not depicted hereafter and distances, refer to the plat approved December 23, 1881 and January 23, 1883, and the plat accepted November 9, 1823, November 11, 1871, January 3, 1876, and May 20, 1894. Except as depicted hereafter, the lotlines and areas are as shown on the plat approved January 23, 1883, and the plat accepted January 3, 1876, and May 20, 1894. Survey executed by Buck Buriall, Cadastral Surveyor, beginning May 27, 2009 and completed July 23, 2009, pursuant to special instructions dated May 26, 2008, for Group No. 1291, Idaho.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Boise, Idaho May 7, 2010

This plat is strictly conformable to the approved field notes and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Buck Buriall

Chief Cadastral Surveyor for Idaho

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

HOGUE & DUNLAP, L.L.P.
Post Office Box 460
Hailey, ID 83333

Instrument # 608301
HAILEY, BLAINE, IDAHO
4-15-2013 02:35:53 No. of Pages: 2
Recorded for : HOGUE & DUNLAP
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

(Space above line for Recorder's use)

WARRANTY DEED

FOR VALUE RECEIVED, BLUE CANYON CORPORATION, an Idaho Subchapter S Corporation, hereinafter referred to as Grantor, hereby grants, bargains, sells, and conveys unto ALI FAYED, whose address is 240 Greenwich Avenue, Greenwich, Connecticut (06830), hereinafter referred to as Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho.
Section 1: Lot 7.

SUBJECT TO all easements, rights-of-way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated this 11th day of April, 2013.

BLUE CANYON CORPORATION

Ali Fayed, Its President

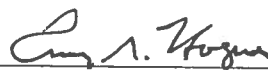
STATE OF IDAHO)

)ss

County of Blaine)

On this 11th day of April, 2013, before me, the undersigned notary public in and for said state, personally appeared **Ali Fayed**, known to me to be the president of Blue Canyon Corporation, an Idaho Subchapter S Corporation, that executed the instrument or the person who executed the instrument on behalf of the Corporation, and acknowledged to me that said corporation executed the same and did subscribe and swear to the same before me and in my presence.

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



Notary Public for Idaho
Residing at: Blaine County
Comm. Expires: 11/11/17

