

DE ✓

RECEIVED

SEP 05 2007

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

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
71-10631	39576				
71-10117	39576				
71-10115	39576				
71-10116	39576				

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **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) JAY E. NEIDER AND CONNIE A. NEIDER
5821 MORNING DOVE DRIVE NAMPA ID 83686
4. New Owner/Claimant(s) ARROW AD RANCH LIMITED PARTNERSHIP
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5821 MORNING DOVE DRIVE
- City, State and ZIP Code NAMPA, IDAHO 83686
- New Telephone Number (208) 466-5719
5. Date you acquired the property MAY 17th 1989

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) "GENERAL PARTNER"

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.

For Office Use Only

Received by <u>[Signature]</u>	Date <u>9/6/07</u>	Fee <u>\$100</u>
Receipted by <u>[Signature]</u>	Date <u>9/10/07</u>	Receipt No. <u>SC 29718</u>
Processed by _____	AJ Date _____	WR _____ Date _____

191768

WARRANTY DEED

JAY C. NEIDER and CONNIE A. NEIDER, Grantors, hereby convey, grant and warrant to ARROW A RANCH LIMITED PARTNERSHIP, an Idaho limited partnership Grantee, whose address is 5821 Morning Dove Drive, Nampa, Idaho 83686, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described real property, to wit:

See Exhibit "A", attached hereto and incorporated herein by this reference.

SUBJECT TO taxes and assessments for the year and all subsequent years, together with any and all existing easements, rights of way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all appurtenances, tenements, hereditments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

The Grantors covenant to the Grantee that they are the owners in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that they will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF the Grantors have executed this instrument on this 17th day of May, 1989.

191768

Jay C. Neider
Jay C. Neider

Connie A. Neider
Connie A. Neider

CUSTER COUNTY
REQUEST OF White
Cheney, Peterson & Perry.

'89 MAY 22 PM 1 03

ETHEL M. BLACK, CLERK
WARRANTY DEED-1 DEPUTY
10/10046-01
FEES \$ 4.00

Barbara Black
deputy.

191768

STATE OF IDAHO)
County of CANYON) : ss

On this 17th day of May, in the year 1989, before me, Edward D. Ahrens, a Notary Public, personally appeared Jay C. Neider and Connie A. Neider, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Edward D. Ahrens
Notary Public for Idaho
Commission expires: October 11, 1993



191768

Lot 11 and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; Lots 1, 4, 5 and 8 and
W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10; Lot 1 of Section 15; all in
Township 10 North, Range 13 East, Custer County, Idaho.

EXHIBIT "A"

May 19 8 14 AM '89

CERTIFICATE OF LIMITED PARTNERSHIP

SECRETARY OF STATE

OF

**ARROW A RANCH
LIMITED PARTNERSHIP**

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. The name of the limited partnership is Arrow A Ranch Limited Partnership.

2. The character of the business of the partnership is as follows: farming and ranching.

3. The location of the business is Nampa, Idaho.

4. The name and address of the registered agent is Jay C. Neider, 5821 Morning Dove Drive, Nampa, Idaho 83686.

5. The names and address of the general and limited partners are as follows:

General Partners

Jay C. Neider
5821 Morning Dove Drive
Nampa, Idaho 83686

Connie A. Neider
5821 Morning Dove Drive
Nampa, Idaho 83686

Limited Partners

Jay C. Neider
5821 Morning Dove Drive
Nampa, Idaho 83686

Connie A. Neider
5821 Morning Dove Drive
Nampa, Idaho 83686

6. There are 750 general partnership units having an initial value of \$100.00 per unit. There are 5,500 limited partnership units each having an initial value

of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
General Partners			
Jay C. Neider and Connie A. Neider, husband and wife,	See Exhibit "A"	\$75,000	750

Limited Partners			
Jay C. Neider and Connie A. Neider, husband and wife,	See Exhibit "A"	\$550,000	5,500

7. The limited partner is not required to make any additional contributions to the partnership.

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the other limited partner and the general partners.

9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the General Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the General Partners and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partners and Limited Partners in the ratio that each Partner's number of capital Units, whether General or Limited, bears to the aggregate Units of General and Limited. If there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion as set forth in Paragraph 11;

(f) In the event of a liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interests and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding sub-paragraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Arrow A Ranch Limited Partnership Agreement. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on the date this Certificate of Limited Partnership is filed and shall continue until terminated as provided in the Limited Partnership Agreement. The business of the partnership may be continued upon the death, retirement or insanity of a

general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 16 entitled "Power of Attorney" of the Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 17th day of May 1989.

Jay C. Neider
Jay C. Neider

Connie A. Neider
Connie A. Neider

General Partners

May SUBSCRIBED AND SWORN to before me this 17th day of May 1989.

(SEAL)

Edward D. Ahrens
Notary Public for Idaho
Commission expires: October 11, 1993

Lot 11 and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3; Lots 1, 4, 5 and 8 and
W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 10; Lot 1 of Section 15; all in
Township 10 North, Range 13 East, Custer County, Idaho.

EXHIBIT "A"