

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1482

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: SCS INVESTMENTS LLC
855 BROAD ST STE 300
BOISE, ID 83702

RECEIVED

JAN 25 2022

DEPARTMENT OF
WATER RESOURCES

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on December 07, 2021.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
63-32484	5/23/1962	GROUND WATER	0.78	175.5	39.0
Lease Totals			0.78	175.5	39.0

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** The term of this lease shall be January 1, 2022 to December 31, 2026. This Lease shall bind the parties and take effect when both parties have signed it.
4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

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5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.
6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.
7. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

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IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: SCS INVESTMENTS LLC

855 BROAD ST STE 300

BOISE, ID 83702

By

Michael A. Hall (Michael A. Hall)

Title

PRESIDENT

Date

1/19/2022

IDAHO WATER RESOURCE BOARD

322 East Front Street

P.O. Box 83720

Boise, ID 83720-0098

By

Brian Patton

Brian Patton, Acting Administrator
Idaho Water Resource Board

Date

1/31/22

Lease approved by IDWR

Flu...

Date

1/31/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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ATTACHMENT A WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 63-32484

GROUND WATER SESE Sec. 30 Twp 04N Rge 01E ADA County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From	to	To		
63-32484	IRRIGATION	03/15	to	11/15	0.78 cfs	175.5 AF
Totals:					0.78 cfs	175.5 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	30													11.1			27.9	39.0

Total Acres: 39.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1482

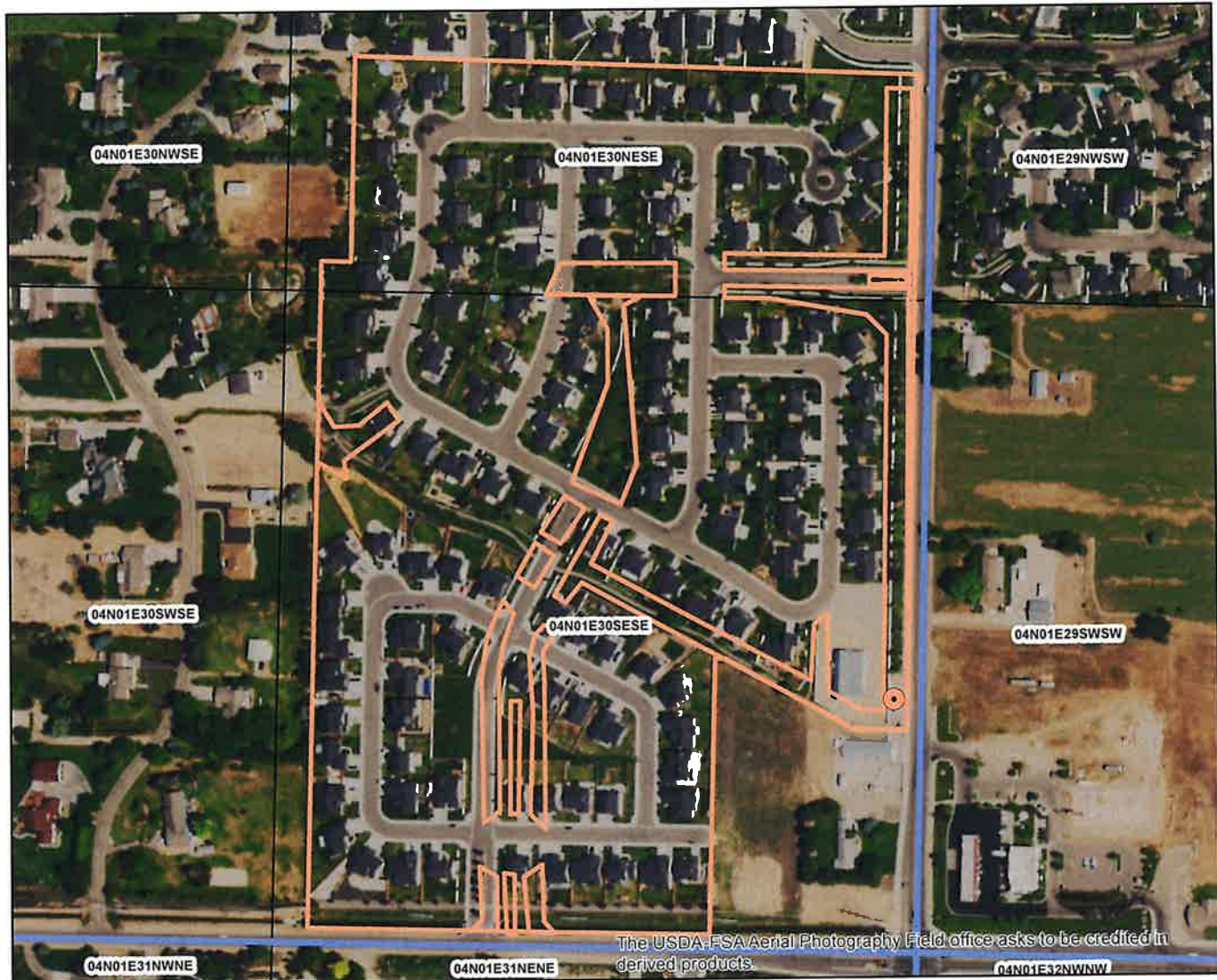
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
 - b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Use of this right is combined with water from Settlers Irrigation District.
13. The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.
14. Property is also known as the Tustin Subdivision.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1482

63-32484

Effective until December 31, 2026

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Township/Range
-  Sections
-  QQ



0 500 1,000 Feet

STATE OF IDAHO
WATER RESOURCE BOARDRECEIVED
NOV 22 2021
DEPARTMENT OF
WATER RESOURCESAPPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANKDesignated Applicant SCS Investments, LLC
(Select one owner – see item 1A on the application)Water Right No. 63-32484
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package?

Yes ☐ No ☒

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
- ☒ Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment N/A Yes

- 1A ☒ ☐ Signatures and contact information for **all owners** of the water right to be leased or sold on this application.
- 1B ☒ ☐ An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
- 1C ☒ ☐ *Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
- 1D ☒ ☐ Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
- 2 ☒ ☐ Description of a water right portion offered to the Water Supply Bank.
- 3 ☒ ☐ A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
- 4A ☐ ☒ Written consent from irrigation district or water delivery company.
- 4G ☒ ☐ Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount \$ <u>250</u>	Received By: <u>CU</u>	Date Received: <u>11.22.21</u>	Receipt # <u>2111361</u>
W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)		Name on W-9: <u>Steven C. Smith</u>	

2202

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant SCS Investments, LLC

Mailing Address 855 Broad St., STE 300, Boise, Idaho 83702

Street City State Zip Code

Email Address Mike@scsdev.com

Phone Number 1.208.860.6705

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☒
If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☐ No ☒
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative _____ Organization _____

Professional Title _____ Email Address _____

Mailing Address _____ Phone Number _____

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☒ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).
If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#)
- B. Please provide a description of the current water diversion and delivery system.
No current diversion of water is actively occurring with this water right.
- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. **The Water Right is no longer used at its authorized place of use.**
- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.
- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. **A subdivision was completed and will not receive water under this water right. Water right #63-32485 was split from 63-32174 and retained for irrigation.**
- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. **Leased for the last 5 years.**
- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☒ No ☐
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. **Leased to the Water Supply Bank from 2016-2021.**
- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☐ No ☒

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☒?

If lease, specify the years when the use of water will be suspended: 2022 to 2027 (maximum lease period 5 calendar years).
(Year) (Year)

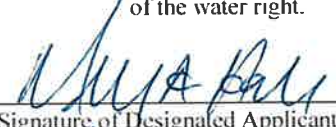
B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current Rental Rate _____

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.



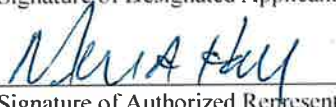
Signature of Designated Applicant

Michael A. Hall, President

Printed Name

11.22.2021

Date



Signature of Authorized Representative

Michael A. Hall, President

Printed Name

11.22.2021

Date

Mail to:

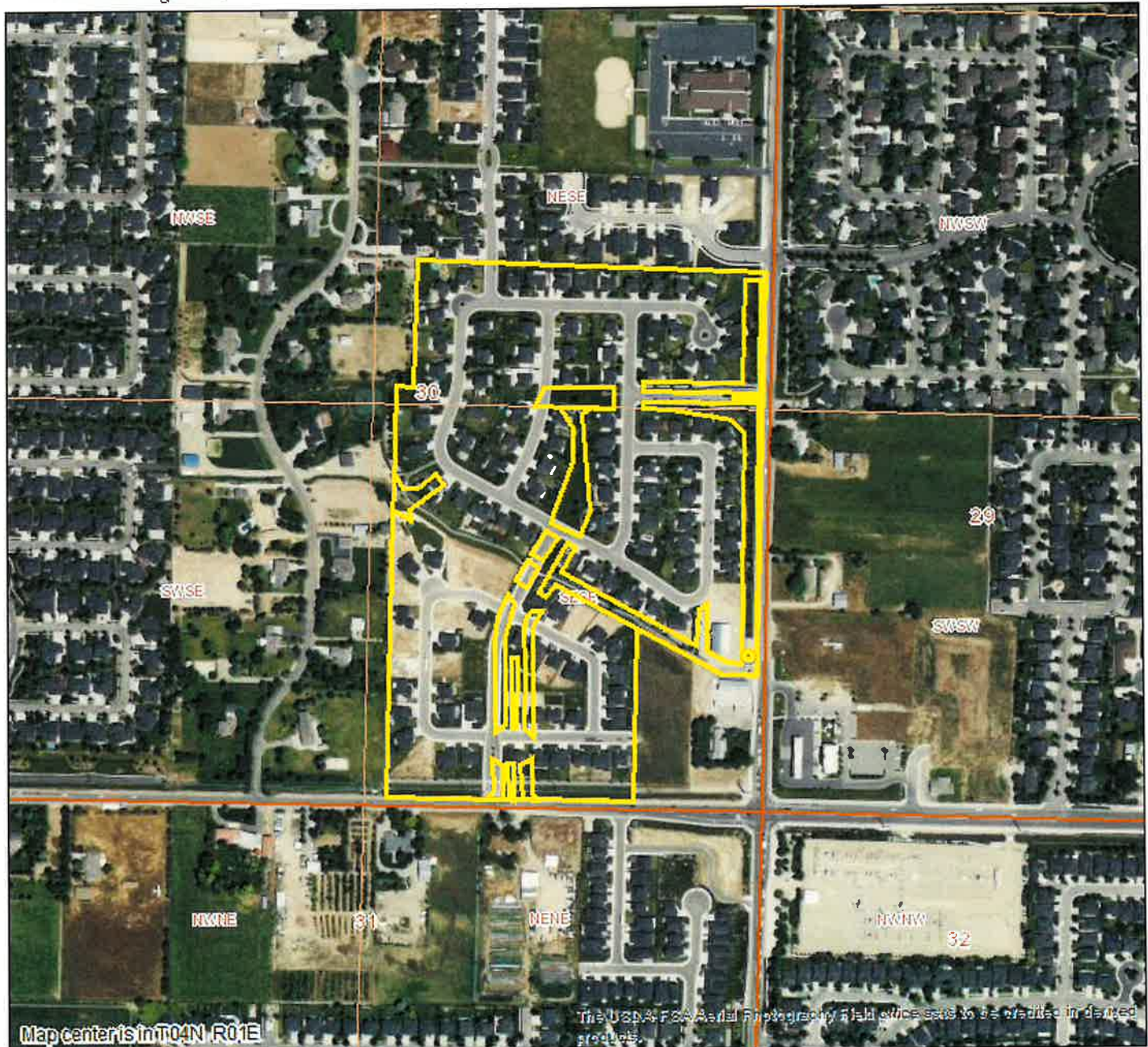
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

State of Idaho
Department of Water Resources
Water Right

63-32484

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/15/2021



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

GENERAL POWER OF ATTORNEY
(Durable Power of Attorney in conformity
with Idaho Code § 15-12-101 et. seq.)

I, **Steven C. Smith**, of Eagle, Idaho, as principal, do hereby make, designate and appoint my spouse **Rebecca B. Smith** ("Rebecca") or **Michael A. Hall** ("Michael") as my agent(s) (as defined in Idaho Code Section 15-12-102(1)) (subsequently referred to as "agent") to act in my name and for my benefit, for the period of December 15, 2020 through to December 31, 2022, with all powers described herein for such period. I grant to my agent full power, authority and discretion to do everything said agent, in his sole and absolute discretion, determines to be proper in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this General Power of Attorney and the powers herein granted.

1. **Revocation of Prior Powers of Attorney.** I hereby revoke any and all other powers of attorney which I may have previously executed other than any delegation of authority to exercise the powers listed in Idaho Code Section 15-12-103(1), (2), (3) or (4).

2. **General Grant of Power.** My agent, in such agent's sole and absolute discretion, shall have the right and power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, agreements, resolutions, orders, deeds, conveyances, mortgages, deeds of trust, leases, assignments, covenants, indentures, hypothecations, bills, bonds, notes, checks, drafts, receipts, orders for payment, evidences of debt, releases, satisfactions of mortgages, guarantees, insurance documents, utility documents, credit card documents, indemnifications, closing statements, entity documents, assurances, IRC 1031 exchanges, and other instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

3. **Specific Powers.** Without in any way limiting the generality of the power, authority and discretion conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

3.1 **Power to Acquire and Sell.** To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases, closing statements, and satisfactions of mortgages, reconveyance of deeds of trust, security interests, and judgments, and such other instruments in writing as shall, in my agent's sole discretion, be proper.

3.2 Borrowing and Banking Powers. To borrow monies on behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds or other evidences of indebtedness and such mortgages, deeds of trust, security agreements, guarantees, pledges, or other documents to secure the payment of borrowed funds as my agent, in my agent's sole discretion, shall deem proper. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other financial institutions, and to release, discharge and/or reconvey such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

3.3 Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, intangible and tangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

3.4 Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

3.5 Motor Vehicles. To apply for a certificate of title upon, and endorse and assign or transfer title to, any motor vehicle; and to represent in such assignment or transfer of title that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such assignment or transfer of title.

3.6 Business Interests. To do and perform all and every act and thing whatsoever requisite and necessary to be done relating to, my business interests, including, but not limited to the following: the purchase, acquisition, disposition, and/or release of assets of all kinds; management decisions of any kind whatsoever, including entering into contracts, the borrowing of money through loans or credit lines, and the granting of encumbrances, pledges and security interests in any and all property of any kind related thereto; guarantees (including personal guarantees) for the borrowing of money; the prepayment, refinancing, extension of any loan, or encumbrance affecting any and all property of any kind; the leasing any and all property of any kind; the incorporation, organization and/or creation of limited liability companies, corporations, joint ventures, and/or

partnerships of any kind and all actions taken for such entities; convey any and all property of any kind, including, but not limited to, quitclaim deeds; the compromise or release of claims or debts; the employment of person, firms or corporations; actions regarding insurance policies; actions regarding credit cards; for myself, as an individual, and also regarding any and all of my interest in any entity I own or hereafter acquire, including but not limited to the following entities, if any: 29th & May LLC, 4100 South WAG LLC, ADR Hotel LLC, Albany Staples LLC, Ammon Investments LLC, Ammon TJ Investments LLC, Boise-Ustick LLC, Brighton Investments LLC, Brighton Land Holdings LLC, Bunderson-Smith LLP, BVASB Ten Mile LaSalle LLC, BVASB Ten Mile Medical Office Building I, LLC, BVASB Ten Mile Medical Office Building 2, LLC, BVASB Ten Mile Phase 2 Building LLC, BVASB Ten Mile Pivot Building LLC, BVASB Ten Mile PT Building LLC, BVASB Ten Mile Retail Food Building LLC, BVASB Ten Mile Central Commercial No. 1 LLC, BVASB Ten Mile Central Commercial No. 2 LLC, CPI LLC, Edinburgh LLC, Fairview & Locust Grove WAG LLC, Fairview & Locust Grove WAG Management LLC, Farmington SWH LLC, Franklin Towne Plaza LLC, GRH Properties LLC, Harkrider & Oak LLC, Hawkins-Smith (a general partnership), Hawkins-Smith LLC, Hawkins-Smith & Christensen LLC, Hawkins-Smith & CM LLC, Hawkins Smith Development Co., Hawkins-Smith Eagle Hall LLC, Hawkins-Smith & Hawkins LLC, Hawkins-Smith JFK (assumed business name), Hawkins-Smith & Jason LLC, Hawkins Smith Management, Inc., Hawkins-Smith & McLane LLC, Hawkins-Smith OKC LTD Partnership, Hawkins-Smith Reno, A Partnership, Hawkins-Smith & Sandquist LLC, HS CompUSA Center LLC, HS Matt H. Investments LLC, KBC Properties LLC, Lanewood Investments LLC, Logan Crossing LLC, Logan Crossing Management Corp., Magellan Building LLC, Main & Taft LLC, MaPa Mcall LLC, Northgate Hotel LLC, Northtowne LLC, OCC Hotel LLC, Oops 1941 LLC, Oregon Coast Staples LLC, Pennbridge BODO LLC, Port Orchard Group LLC, Rebecca B. Smith Sole Proprietor, RevPar LLC, SBG Ten Mile Office No. 1 LLC, SBG Ten Mile Office No. 2 LLC, SBG Ten Mile Office No. 3 LLC, SCS Ashbury Office LLC, SCS Brighton LLC, SCS Brighton II LLC, SCS Development LLC, SCS Eagle TBTEM LLC, SCS Holdings LLC, SCS Holdings 1031 LLC, SCS Hotel Murray LLC, SCS Hotel TF LLC, SCS Hotel TF II LLC, SCS Investments LLC, SCS Investments II LLC, SCS Investments 1031 LLC, SCS Kimberland LLC, SCS Lanewood Investments LLC, SCS Management LLC, SCS Northgate LLC, SCS Pennbridge Hotel Fund I LLC, SCS Pennbridge Hotel Fund II LLC, SCS Retail LLC, SCS Syringa Marydale LLC, SCS TB Burley LLC, SCS Ten Mile Crossing LLC, SCS TM APT LLC, SCS TM APT II LLC, SCS TM Creek LLC, SCS Wakaya Investments LLC, SCSH 12th & Santa Fe LLC, SCSH PB Boise LLC, SCSH HS Properties LLC, SCSH TM APT LLC, SCSH TM APT II LLC, SCSH TM Retail LLC, SCSI PB Boise LLC, Sierra Consulting LLC, Smith Brighton Inc., Smith Brighton, LLC, Spectrum View I LLC, Steve & Rebecca Smith LLC, Steven C. Smith Sole Proprietor, Tahoe Staples LLC, Ten Mile Crossing, Inc., Ten Mile Lofts LLC, Teton Spectrum LLC, Traverse Point LLC and any other entity that I have an interest in, or will have an interest in by its creation through this general power of attorney.

3.7 Tax Powers. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; to prepare, sign and file any claims for refund of any tax; to receive and endorse refund checks; to receive confidential information from any taxing authorities

GENERAL POWER OF ATTORNEY - 3

and to perform any and all acts that I could perform before any taxing authorities as to any tax matters involving me for any taxable period or years including completing and executing Internal Revenue Service Form 2848 (or any similar form granting authority to act for me); to enter into any compromise and settlement agreements regarding any disputed tax matters; and to delegate the authority and tax powers granted in this paragraph to other individuals or entities.

3.8 Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

3.9 Gifting. To make gifts in any amount to or for the benefit of (and to create a new trust or trusts for the benefit of) any one or more persons (other than my agent) and entities in the group consisting of my spouse, my descendants and "charitable organizations" (as described in Sections 2055(a) and 2522(a) of the United States Internal Revenue Code of 1986, as amended, or the corresponding provision of any subsequent federal tax law (the "Code") and those organizations to which distributions would be allowable as a deduction in computing the taxable income of an estate or trust under Section 642(c) of the Code, and to the trusts described in subparagraph 3.11, if such gifts would be in the best interests of me, my family and my estate; provided, however, that no such gift may be made in discharge of a legal obligation of my agent to the donee and no such gift may be made that would result in the payment of federal gift tax. My agent may make such gifts in any one or more of the following ways; (a) directly to the donee; (b) to a custodian for the donee under an applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act; (c) to a trust for the benefit of the donee; (d) to an educational organization as described in Section 170(b)(1)(A)(ii) of the Code for tuition payments for the education or training of the donee; or (e) to any person who provides medical care as defined in Section 213(d) of the Code as payment for medical care needs, including premiums for health insurance for the benefit of the donee.

3.10 Retirement Plans. To establish one or more "individual retirement accounts" or other retirement plans or arrangements in my name. In connection with any pension, profit-sharing, or stock bonus plan, individual retirement arrangement, Roth IRA, Section 403(b) annuity or account, 457 plan, or any other retirement plan, arrangement, or annuity in which I am a participant or of which I am a beneficiary (whether established by my agent or otherwise) (each of which is hereinafter referred to as a "Plan"), my agent shall have the following powers, in addition to all other applicable powers granted by this instrument: (a) to make contributions (including "rollover" contributions) or cause contributions to be made to a Plan with my funds or otherwise on my behalf; (b) to receive and endorse checks or other distributions to me from a Plan, or to arrange for the direct deposit of the same in my account in my name or in the name of the Steven & Rebecca Smith Family Trust (my "Revocable Trust"), U/T/A dated December 9, 1983, as amended and restated (my "Revocable Trust Agreement"); (c) to elect a form of payment of benefits from a Plan, to make contributions to a Plan, and to make, exercise, waive, or consent to any and all elections and/or options that I may have regarding the contributions to, investments or administration of, or distribution or form of benefits under a Plan; and (d) to designate any one or

more of Rebecca, my descendants and any separate trust established under my Revocable Trust Agreement, as beneficiary of any benefits payable under a Plan on account of my death.

3.11 Trusts. To transfer any or all of my assets to the trustee of any separate trust created under the Revocable Trust Agreement, the SCS Descendants Trust Agreement dated December 26, 2016, the SCS Children's Trust Agreement dated May 19, 2016 or any other inter vivos trust of which I am a settlor, or which, under the authority expressly granted to my agent under this General Durable Power of Attorney, may be created by my agent, in each case, to be administered and disposed of as directed in the agreement governing such trust.

3.12 Disclaimer/Renunciation. To exercise my right to make a "qualified disclaimer" (within the meaning of Section 2518 of the Code), non-qualified disclaimer or a renunciation as described in Idaho Code Section 15-2-801.

4. Interpretation. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. Neither the organization of this instrument nor the captions shall in any way limit, expand or provide a basis for the interpretation of this General Power of Attorney. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

5. Effectiveness. This General Durable Power of Attorney shall be effective immediately and shall not be affected by my subsequent incapacity.

6. Revocation and Termination of Authority. I may revoke this General Power of Attorney and/or terminate an agent's authority hereunder by giving written notice of such revocation to such agent in writing. In addition, if this General Power of Attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney is recorded.

7. Liability of Agent. My estate shall hold harmless and indemnify my agent from any and all liability for breach of duty except for liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of this General Power of Attorney or my best interests.

8. Reimbursement and Compensation of Agent. My agent is entitled to reimbursement of expenses reasonably incurred on my behalf and to compensation that is reasonable under the circumstances.

9. General Restrictions. Notwithstanding any other provision of the General Power of Attorney to the contrary, no agent hereunder shall participate in the exercise of a power conferred hereunder:

9.1 That would constitute an "incident of ownership" (within the meaning of

Section 2042 of the Code) with respect to insurance on the agent's life;

9.2 That would render any portion of my property includible in the agent's gross estate; or

9.3 That would constitute a taxable gift by the agent personally if he or she were to so participate;

and any such purported exercise shall be void and of no effect.

10. **Durable Power of Attorney.** This General Power of Attorney is a "Durable Power of Attorney" pursuant to provisions of Idaho Code § 15-12-101 et. seq. and shall not be affected by subsequent disability or incapacity of the principal and shall be deemed to be a power coupled with an interest.

11. **Third-Party Reliance.** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

12. **Governing Law.** This General Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

13. **Multiple Originals and Certified Copies.** This General Power of Attorney is executed in multiple originals. Each executed multiple original of this General Power of Attorney shall have the force and effect of this original as shall any certified copy of any recorded original.

IN WITNESS WHEREOF, I have executed this General Power of Attorney this 15th day of December, 2020.

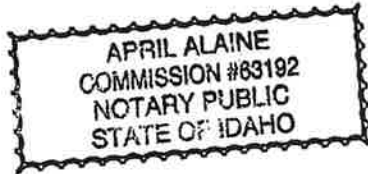

STEVEN C. SMITH

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared **STEVEN C. SMITH**, 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.

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



April Alaine
Notary Public for Idaho
Residing at Boise Idaho
My commission expires: March 5, 2026

**RESTATED THIRD AMENDMENT TO OPERATING AGREEMENT
OF SCS INVESTMENTS LLC
(Replacement of a Manager / Power of Attorney / Addition of Officers)**

THIS RESTATED THIRD AMENDMENT TO THE OPERATING AGREEMENT OF SCS INVESTMENTS LLC ("Amendment") is made by Steven C. Smith ("SS") and Rebecca B. Smith ("RS") dated effective as of October 25, 2018. The undersigned representing the majority of the interests of members of SCS Investments LLC, an Idaho limited liability company ("Company"), hereby make the following amendment to the Operating Agreement dated effective March 22, 2004 ("Operating Agreement"):

Recitals

- A. SCS Investments LLC, an Idaho limited liability company ("Company") was formed pursuant to that certain Operating Agreements of SCS Investments LLC dated effective March 22, 2004.
- B. SS and RS, as the sole Members in the Company, constitute a "Majority Vote" required to amend the Operating Agreement pursuant to Sections 2.12 and 15.12.
- C. The Members desire to add SCS Management LLC as a Manager, and remove Hawkins-Smith Management, Inc. as a Manager;
- D. The Members desire to authorize the appointment of one or more individuals to act as legal agents under a Power of Attorney; and
- E. The Members desire to appoint Officers of the Company, listed in Schedule 1, granting such Officers the authority as described below.

Agreement

- 1. This Restated Third Amendment shall supersede and replace any and all previous Third Amendments.
- 2. Section 3.3 is Amended as follows:
 - a. SCS Management LLC is hereby added as a Manager to replace Hawkins-Smith Management, Inc.;
 - b. Hawkins-Smith Management, Inc. is hereby removed as a Manager;
 - c. Steven C. Smith shall remain as a Manager;

- d. Section 3.3 of the Operating Agreement shall allow for two (2) Managers. All remaining parts of Section 3.3 shall remain the same.

3. A new Section 3.9 is added, and shall read as follows:

Section 3.9 Attorney in Fact. Any Member or Manager may make, constitute and appoint one or more individuals to serve as its true and lawful attorney(s) in fact in name, place and stead, and such attorney(s) in fact shall have full power and authority to manage the business affairs of the Company and to make all decisions with respect to such management as provided herein and as provided within the instrument making such appointment.

4. A new Section 3.10 is added, and shall read as follows:

Section 3.10 Officers. The Manager(s) may, by unanimous vote, delegate all or some of their authority to manage the business and affairs of the Company to one or more Officers, who may, but are not required to, be a Member(s) or Manager(s) of the Company. In the event that Officers are appointed, the following provisions shall apply. The Officers of the Company shall be a Chief Executive Officer, President, Chief Financial Officer and Secretary. The Company may also have such other Officers as may be appointed by the Manager(s). Any number of offices may be held by the same person, except that the post of Secretary and President shall not be held by the same individual. The Officers of the Company shall be elected by a majority vote of the Manager(s) and each shall serve at the pleasure of the Manager(s). Election or appointment of any Officer shall not of itself create a contract right. A Manager may also be an Officer. Officers of the Company shall receive such compensation as the Manager(s) may approve from time to time. Any Officer may be removed, either with or without cause, by the Manager(s), at any meeting thereof, or by any Officer upon whom such power of removal may be conferred by the unanimous vote of the Manager(s). Any Officer may resign at any time by giving written notice to the Manager(s) and such resignation shall take effect upon the receipt of such notice or at any later time specified therein. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in this Agreement. The Officers appointed and elected by the Manager(s) shall manage the Company's operations under the direction and supervision of the Manager(s), as further described below and as limited by Section 4.1.

(a) The Chief Executive Officer and shall have all general powers and duties of management and shall direct overall strategy of the Company.

- i. Without limiting the foregoing, the Chief Executive Officer is authorized on the Company's behalf to make all decisions regarding the following matters (except for those decisions requiring Member approvals or delegation by the Members as stated in Section 4.1):
- a. The development, sale, lease or other disposition of the Property;
 - b. The purchase or other acquisitions of assets of all kinds;
 - c. The management of all or any part of the Company's Property;
 - d. The borrowing of money and the granting of security interests in the Property (including loans from Members);

- e. The prepayment, refinancing, or extension of any mortgage affecting the Property;
- f. The compromise or release of any of the Property's claims or debts; and
- g. The employment of persons, firms, or corporations for the operation and management of the Property;

In the exercise of the Chief Executive Officer's management powers, the President is authorized to execute and deliver:

- h. All contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Property
- i. All checks, drafts, and other orders for the payment of Company funds;
- j. All promissory notes, mortgages, deeds, deed of trust, security agreements, and other similar documents; and
- k. All other instruments of any kind or character relating to the Company's affairs whether like or unlike the foregoing.

(b) The President shall, subject to the control of the Manager(s), have general supervision, direction and control of the day-today business and the Officers of the Company. The President shall have the general powers and duties of management and shall have such other powers and duties as may be from time to time assigned by the Manager(s) of the Company.

j. Without limiting the foregoing, the President is authorized on the Company's behalf to make all decisions regarding the following matters (except for those decisions requiring Member approvals or delegation by the Members as stated in Section 4.1):

- a. The development, sale, lease or other disposition of the Property;
- b. The purchase or other acquisitions of assets of all kinds;
- c. The management of all or any part of the Company's Property;
- d. The borrowing of money and the granting of security interests in the Property (including loans from Members);
- e. The prepayment, refinancing, or extension of any mortgage affecting the Property;
- f. The compromise or release of any of the Property's claims or debts; and
- g. The employment of persons, firms, or corporations for the operation and management of the Property;

In the exercise of the President's management powers, the President is authorized to execute and deliver:

- h. All contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Property
 - i. All checks, drafts, and other orders for the payment of Company funds;
 - j. All promissory notes, mortgages, deeds; deed of trust, security agreements, and other similar documents; and
 - k. All other instruments of any kind or character relating to the Company's affairs whether like or unlike the foregoing.
- (c) In the absence or disability of the President, the Chief Financial Officer shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon the President. The Chief Financial Officer shall be the principal financial officer of the Company and be responsible for to keep and cause to be kept adequate and correct accounts of properties and business transactions of the Company. The Chief Financial Officer shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Manager(s), the President, or this Agreement.
- (d) The Secretary shall keep or cause to be kept at the principal office a book of minutes of all meetings and actions of the Members, Managers, and Officers, with the time and place of holding such meetings, the names of those present, and the proceedings thereof. The Secretary shall keep or cause to be kept at the principal office copies of this Agreement, an updated list of all Members and their respective Membership Interests and addresses, of all Managers and their respective Membership Interests and addresses, all Managers and their respective addresses, and all Officers and their respective addresses. The Secretary shall give notice, or cause notice to be given, to all meetings for which notice is required. If the Secretary fails to act, notice may be given by any other Officer of the Company. The Secretary shall maintain records of the mailing or other delivery of notices and documents to Members, Managers, and Officers as prescribed by this Agreement or the Members.
- (e) Indemnity of the Officers. The Company shall indemnify, defend and hold harmless its Officers to the fullest extent permitted by law, provided that such action in any given situation was taken in accordance with the Operating Agreement and applicable law.
- (f) Standard of Conduct for Officers. No Officer shall be liable to the Company or to any Manager or Member for any loss or damage sustained by the Company or any Manager or Officer unless the loss or damage shall have been the result of gross negligence or willful misconduct of the Officer. The Officers of the Company shall not be liable to third parties for losses or damages for conduct as an Officer except to the extent that the Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of Officer liability.

The Officers appointed, including the Chief Executive Officer, President, and the Secretary, are identified and listed on Schedule 1, which is included in this Amendment. A Statement of Authority listing the Officers appointed and elected by the Manager(s) may be filed with the Idaho Secretary of State pursuant to Idaho Code Section 30-25-302(a). The rank of the Officers is fixed by the order in which they are listed on Schedule 1. Upon the death, resignation or removal of an Officer, the Manager(s), upon the filling of the vacancy created thereby, shall amend this Agreement by replacing Schedule 1 attached hereto with an updated list of all such Officers and may file an updated Statement of Authority with the Idaho Secretary of State reflecting the change in Officers.

SCHEDULE 1

- | | | |
|----|--------------------------|-----------------|
| 1. | Chief Executive Officer. | Steven C. Smith |
| 2. | President. | Michael A. Hall |
| 3. | Chief Financial Officer. | April Bull |
| 4. | Secretary. | April Bull |

(End of Text; Signature on the Following Page)

SIGNED effective as of the Effective Date.

MEMBERS:


STEVEN C. SMITH
Manager and Member


REBECCA B. SMITH
Member



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

February 1, 2022

SCS INVESTMENTS LLC
855
BROAD ST STE 300
BOISE ID 83702-7154

**RE: WATER SUPPLY BANK LEASE CONTRACT 1482
FOR WATER RIGHT 63-32484**

Dear Lessor:

Water right **63-32484** was leased into the Water Supply Bank (Bank) as of January 1, 2022, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The rights will automatically be released from the Bank on **December 31, 2026**, unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley

for
Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Western Region



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 13, 2022

SCS INVESTMENTS LLC
855 BROAD ST STE 300
BOISE, ID 83702-7154

**RE: APPLICATION TO LEASE WATER RIGHTS 63-32484 TO THE WATER SUPPLY BANK
CONTRACT 1482**

******TIME SENSITIVE RESPONSE REQUIRED******

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2026**, unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley

for
Water Supply Bank

Enclosures: Proposed Lease Contracts

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: SCS Investments LLC

Memo Date: January 12, 2022

Water Right Number(s): 63-32484

Reviewers Name: Jean

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

	Check box		COMMENTS/CONCERNS:
1	☒		
Fill out WSB Data Entry Checklist for Leases (Front of File)			
2	☐		
Reason for lease of water rights (Brief description of lease proposal in narrative)			
	☒		
Portion of right			
3	☐		
Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)			
	Yes	No	
4	☒		
Rentable? (If no explain in comments or narrative)			
5	☐		
Authority to file			
	☒		
Current owner or designated applicant			
	☒		
SOS Web site checked for business entity			
Other (explain in comments)			
6	☐		
Water Right validity			
			2009
Decreed/Licensed/Statutory claim date (write in comments section)			
Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	☒		2011-2021
Has this right previously been leased to the bank or in CREP?			
7	☐		
Injury to other water rights			
		na	
If the POD is through a delivery entity, was consent provided?			
			%
If the POD is through a delivery entity, was holdback required? (percentage in comments)			
	☒		
Any other concerns			
8	☐		
Enlargement concerns			
	☒		
Complete a POU comparison overlap analysis			
	☒		
Complete a combined limits review			
	☒		
Complete POD overlap analysis (if there is an overlap add condition to lease)			
	Yes	No	
		☒	
Are there overlapping rights that need to be placed in the bank also?			
	☒		
Will the place of use continue to receive water? (if yes explain in comments)			
9	☐		
Local Public Interest			
		☒	
Does the processor know of any problems this action will cause for the local public?			
10	☐		
Have you contacted regional office and watermaster for comment/concerns?			
	na		
Send the watermaster comment request form or e-mail request			
11	☐		
Area Headgate requirement (write in Comments)			
12	☐		
Is water right involved in any other department action? Pull file and check database			
		☒	
() Ownership Change () Transfer () Mitigation () Other - Explain in comments			
13			
Narrative: The Department received this application on November 22, 2021 for the 2022-2026 seasons. The entire right is being offered to the Bank. This right was decreed in 2009 and has been in the Bank since 2011. There is currently no diversion of water occurring with this water right. The POU is the Tustin Subdivision and this right is no longer used at the decreed POU. The individual parcels will continue to receive water from Settler's Irrigation District and/or City of Meridian. Use of this right is combined with water from the Settler's Irrigation District. This right is a groundwater right and not currently within a WD.			

4.5



0004152516

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0004152516

Date Filed: 2/3/2021 9:13:56 AM

Entity Name and Mailing Address:

Entity Name:

SCS INVESTMENTS LLC

The file number of this entity on the records of the Idaho Secretary of State is:

0000101242

Address

APRIL BULL
855 W BROAD ST
STE 300
BOISE, ID 83702-7154

Entity Details:

Entity Status

Active-Existing

This entity is organized under the laws of:

IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

W29404

The registered agent on record is:

Registered Agent

APRIL BULL
Registered Agent
Physical Address
855 W BROAD ST STE 300
BOISE, ID 83702
Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
+ Steven C. Smith	Member	855 W. BROAD STREET SUITE 300 BOISE, ID 83702
+ Steven C. Smith	Manager	APRIL BULL 855 W. BROAD STREET SUITE 300 BOISE, ID 83702

The annual report must be signed by an authorized signer of the entity.

Job Title: President

*Michael A. Hall**02/03/2021*

Sign Here

Date

BOC-2-2062 / 02/03/2021 9:14 AM RECEIVED BY ID SECRETARY OF STATE LAWRENCE DENNEY