

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 11

Notice of Change in Water Right Ownership

Department of Water Resources

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?
63-32484	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>		Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>		Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>		Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>		Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>		Yes <input type="checkbox"/>

2. Previous Owner's Name: Larkwood Development Corp
Name of current water right holder/claimant

RECEIVED

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

APR 11 2011

New owner continued Name connector and or and/or
855 Broad St., Suite 300
Mailing address
Boise ID 83702
City State ZIP
208-376-8522
Telephone Email

Department of Water Resources

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: 4/6/11

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: Attorney-in-Fact Star C Smith by Robert C. Smith 4/7/11
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 SRJ Date 4/11/2011 Receipt No. 0092838 Receipt Amt. \$25 -
Approved by _____ Processed by SR Date 4-13-11

EXHIBIT A

Legal Description

A parcel of land being a portion of Lot 13 and Lot 14 in Block 2 of LARKWOOD SUBDIVISION, according to the plat thereof, filed in Book 58 of Plats at Page(s) 5494 and 5495; AND AMENDED by an Affidavit recorded January 15, 1991, as Instrument No. 9102501, Records of Ada County, Idaho, as adjusted by Lot Line Adjustment Survey No. 2109, recorded April 9, 1992, as Instrument No. 9221864, and Property Line Adjustment Survey No. 5410, recorded June 8, 2001, as Instrument No. 101055990, and being more particularly described as follows:

Commencing at the section corner common to Sections 29, 30, 31 and 32 of Township 4 North, Range 1 East, Boise Meridian, Ada County,

Idaho; thence
North 00°00'00" East, 1784.77 feet on the section line common to said Sections 29 and 30; thence
North 89°13'04" West, 30.00 feet to the Northeast corner of said adjusted Lot 13, Block 2 of LARKWOOD SUBDIVISION, said point being the REAL POINT OF BEGINNING; thence on the exterior boundary line of said adjusted Lot 13, Block 2 for the following courses and distances;
South 00°00'00" West, 1334.25 feet; thence
North 88°26'38" West, 115.94 feet; thence
North 62°18'07" West, 292.55 feet; thence
North 90°00'00" West, 20.36 feet; thence
South 00°00'00" West, 561.53 feet (formerly shown as 561.54 feet); thence
South 89°48'09" West 820.72 feet; thence
North 00°00'00" East, 1356.55 feet; thence
South 90°00'00" East, 60.00 feet; thence
North 00°00'00" East, 418.71 feet; thence
South 89°13'04" East, 1156.11 feet to the REAL POINT OF BEGINNING.

APN: R-5147-49-0513

Idaho Department of Water Resources

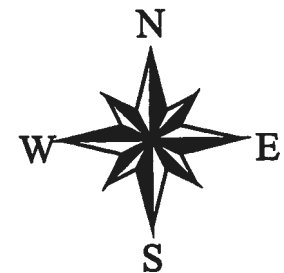
T04N, R01E,
S30

Claim No: 63-32484
Prepared By: Kimberly Brown
Date: September 27, 2006



-  Place of Use
-  Section Lines
-  1/4 1/4

 Point of Diversion



300 0 300 600 Feet


2003 NAPP

State of Idaho

Office of the Secretary of State

CORPORATION REINSTATEMENT CERTIFICATE

I, BEN YSURSA, Secretary of State of the State of Idaho, do hereby certify that **LARKWOOD DEVELOPMENT CORP.**, file number C 160734 , a corporation organized under the laws of the State of Idaho, was administratively dissolved on August 9, 2006, for failure to file the required annual report form by the date due.

I FURTHER CERTIFY That the corporation has on March 4, 2011, been reinstated on the records of this office, and that its corporate powers or its right to do business in the State of Idaho are hereby restored.

Dated: March 4, 2011



Ben Yursa

SECRETARY OF STATE

By

Jerry DeWitt

NCS-186449

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 11/29/05 11:50 AM
DEPUTY Gail Garrett
RECORDED - REQUEST OF
First American

AMOUNT 21.00 7



SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Larkwood Development Corp., an Idaho corporation, whose address is 1951 S. Saturn Way, Suite 100, Boise, Idaho 83709, ("Grantor"), does hereby GRANT AND CONVEY unto Dyver Development LLC, an Idaho limited liability company ("Grantee"), whose address is 1977 E. Overland, Meridian, Idaho 83642, the real property located in Ada County, Idaho which is more particularly described in the attached **Exhibit A**, which exhibit is attached hereto and made a part hereof by this reference ("Premises").

TO HAVE AND TO HOLD said Premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. The Grantor does hereby warrant to said Grantee, that the Grantor has not created or permitted to be created any lien, charge, or encumbrance against the Premises except current year's taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, easements visible upon the Premises, and the exceptions described in **Exhibit B** attached hereto and made a part hereof by this reference; and that Grantor will warrant and defend the same forever from all lawful claims whatsoever.

Seller reserves to itself and does not grant or convey with this special warranty deed the water rights to thirty-nine (39) acres of ground water or well water rights referred to on Claim Identification Number 63-32174 filed with the Idaho Department of Water Resources.

DATED: November 28, 2005

GRANTOR:

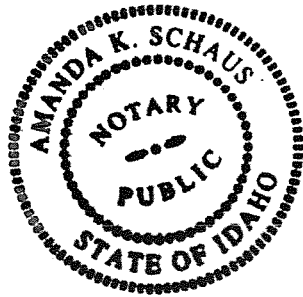
Larkwood Development Corp.,
an Idaho corporation

By: Kenneth B. Christensen
Kenneth B. Christensen, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of November, 2005, before me, a Notary Public in and for the State of Idaho, personally appeared **Kenneth B. Christensen**, known or identified to me to be the President of Larkwood Development Corp., an Idaho corporation, who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



A. Schaus
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 1.24.11

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APN: R-5147-49-0513

SPECIAL WARRANTY DEED

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records.
6. INTENTIONALLY DELETED.
7. General and Special Taxes for the year 2005, in the original amount of \$1,512.24, Code Area 242, A.P. No. R-5147-49-0513, first half now due and payable, but not delinquent until after December 20, 2005.
8. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
9. Liens, levies and assessments by City of Meridian.
10. Liens, levies and assessments by Settlers Irrigation District.
11. Liens, levies and assessments by Larkwood Homeowners Association.
12. Right of way for North Slough & Lemp Canal.

13. Easements, reservations, restrictions and dedications as shown on the plat of said Subdivision.

Resolution and Vacation, recorded May 10, 2005, as Instrument No. 105058637, Records of Ada County, Idaho

14. Covenants, Conditions, Restrictions and Easements recorded November 28, 1990 and re-recorded July 5, 1991, as Instrument No. 9064519 and re-recorded as 9136789, *Ada County Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).*

Notice of Exclusion and Agreement, recorded June 3, 1992, as Instrument No. 9235985 and recorded June 3, 1992, as Instrument No. 9235986, Records of Ada County, Idaho

(AS TO LOTS 14 & 15 ONLY)

15. Restrictions contained in Warranty Deed, recorded April 3, 1992, as Instrument No. 9220575, Records of Ada County, Idaho.

16. Easement contained in Warranty Deed, recored April 3, 1992, as Instrument No. 9220575, Records of Ada County, Idaho.

17. The effect of a map purporting to show the land and other property, filed Survey No. 2109, Instrument No. 9221864 of Record of Surveys.

18. Easement, including terms and provisions contained therein:

Recording Information: 98105430
In Favor of: IDAHO POWER COMPANY
For: power lines

19. Easement, including terms and provisions contained therein:

Recording Information: 98105431
In Favor of: IDAHO POWER COMPANY
For: power lines

20. Crossing Agreement upon the terms, conditions and provisions contained therein:

2 of 4

Dated: April 26, 1999
Parties: SETTLERS IRRIGATION DISTRICT & IDAHO POWER
COMPANY
Recorded: April 27, 1999
Instrument No.:99041675

21. The effect of a map purporting to show the land and other property, filed Survey No. 5410, Instrument No. 101055990 of Record of Surveys.
22. INTENTIONALLY DELETED
23. Crossing Agreement upon the terms, conditions and provisions contained therein:
Dated: December 14, 2004
Parties: Settlers Irrigation District and City of Meridian
Recorded: January 6, 2005
Instrument No.:105002046
24. License Agreement upon the terms, conditions and provisions contained therein:
Dated: April 12, 2005
Parties: North Slough Lateral Users Association and City of Meridian
Recorded: April 12, 2005
Instrument No.:105044010

Addendum to License Agreement, recorded October 7, 2005, as Instrument No. 105150249, Records of Ada County, Idaho
25. INTENTIONALLY DELETED.
26. Easement, including terms and provisions contained therein:
Recording Information: 105079783
In Favor of: CITY OF MERIDIAN
For: sanitary sewer lines
27. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
28. Crossing Agreement upon the terms, conditions and provisions contained therein:
Dated: October 4, 2005
Parties: Settlers Irrigation District & City of Meridian
Recorded: October 13, 2005

3 of 4

29. Memorandum of Lease conveyed the same date as this Special Warranty Deed, by and between Dyver Development, LLC and Stephen C. Smith

Steven



When recorded, please return to:

Hawkins Companies
855 Broad Street, Suite 300
Boise, ID 83702
Attention: Robert L. Phillips

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That I, **Steven C. Smith**, of Eagle, Idaho, do hereby make, constitute and appoint, **Robert L. Phillips** ("Attorney In Fact"), of Meridian, Idaho, the true and lawful attorney in fact for myself, in name, place and stead, for the period of December 1, 2010 through April 30, 2012 ("Term"), to take any and all lawful actions, with the full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done relating to, my business and personal interests, including, but not limited to the following: the development, sale, lease or disposition of property of any kind; the purchase, acquisition, disposition, and/or release of assets of all kinds; management decisions of any kind whatsoever, including entering into contracts and the granting of encumbrances; 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; IRC 1031 exchanges; the leasing of 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 no limited to, quitclaim deeds; the compromise or release of claims or debts; the employment of person, firms or corporations; actions regarding business or personal insurance policies; actions regarding business or personal credit cards; actions regarding business or personal utilities; and any and all actions pertaining to my residences (collectively "Transactions") for myself, as individual, and also regarding any and all of my interest as a general partner, partner, limited partner, manager, member, member manager, economic interest holder and/or any officer position in the following entities, if any, and any and all personal and real property or interests owned in whole or in part by me or such entities:

12th & Santa Fe LLC, 29th & May LLC, 4100 South WAG LLC, Albany Staples LLC, Ammon Investments LLC, Ammon TJ Investments LLC, Boise-Ustick LLC, Bunderson-Smith LLP, Edinburgh LLC, Fairview & Locust Grove WAG LLC, Franklin Towne Plaza LLC, GRH Properties LLC, HS Matt H. Investments LLC, Hawkins-Smith (a general partnership), Hawkins-Smith & Christensen LLC, Hawkins-Smith & CM LLC, Hawkins-Smith & Hawkins LLC, Hawkins-Smith JFK (assumed business name), Hawkins-Smith & Jason LLC, HS CompUSA Center LLC, Hawkins Smith Management, Inc., Hawkins-Smith & McLane LLC, Hawkins-Smith OKC LTD Partnership, Hawkins-Smith Reno A Partnership, Hawkins-Smith & Sandquist LLC, Harkrider & Oak LLC, KBC Properties LLC, Logan Crossing LLC, Logan Crossing Management Corp., Main & Taft LLC, Oregon Coast Staples LLC, Port Orchard Group LLC, Spectrum View I LLC, SCS Investments LLC, SCS Retail LLC, SCS Development LLC, SCS Holdings LLC, SCS Kimberland LLC, Steve & Rebecca Smith LLC, Tahoe Staples LLC, Teton


Spectrum 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.

The Attorney In Fact shall have the authority to sign, seal, acknowledge, and/or execute and deliver any and all instruments in writing of whatever kind and nature as may be necessary or proper to pertaining to me individually, the Transactions and/or the Entities, including, but not limited to the following: all commitments, letters of intent, contracts, conveyances, deeds, assignments, leases, subleases, franchise agreements, license agreements, management contracts, maintenance contracts, closing statements, exchange documents, checks, drafts, orders for payment, promissory notes, mortgages, deeds of trust, security agreements, guarantees (including personal guarantees); indemnifications, resolutions, loan documents, articles of incorporation, by-laws, articles of organization, operating agreements, partnership agreements, amendments, extensions, joint venture agreements, insurance documents, credit card documents, utility documents, and any and all documents pertaining to my residences.

The Attorney In Fact shall have the authority herein provided for the Term, or upon my demise during the Term, until another is properly appointed the power over my personal affairs, as fully to all intents and purposes as I might or could do as if personally present, and I hereby consent, approve, confirm and ratify all that the Attorney In Fact shall lawfully do or cause to be done pursuant to the powers stated above.

[End of text; Signature to follow.]

IN WITNESS WHEREOF, I have executed this General Power of Attorney this 9th day of November, 2010.

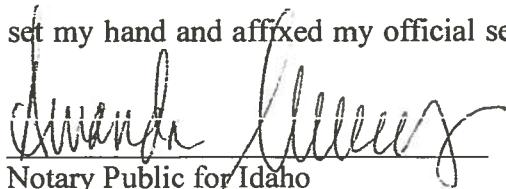


STEVEN C. SMITH

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of November, 2010, 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 she 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 Idaho
Residing at San
My commission expires: 4/15/2011

