

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED

JUL 06 2015

DEPARTMENT OF
WATER RESOURCES

This is to certify that: OTIS BOOTH RESIDENCE TRUST
C/O PALMER MURRAY CO-TRUSTEE
10431 BELLARIO ROAD
LOS ANGELES CA 90077
(310)471-2575

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Priority Date	Source	Tributary	Rented Rate	Annual Rented Volume	Total Rented Acres
37-7059	3/11/1970	Ground Water	Big Wood River	0.08 cfs	14.9 af	11.5 ac
Rental Totals				0.08 cfs	14.9 af	11.5* ac

*This rental authorizes the irrigation of 4.1 acres.

Term of Rental: June 22, 2015 to December 31, 2015
Rental Fee: \$25.33

The fee for rental of the above-described water is \$253.30. Because of a private agreement between the renter and the lessor, only the administrative fee for ten percent of the rental fee (\$25.33) shall be paid. No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Lynn A. Booth Lynn A. Booth Co-Trustee 6-30-15
Signature of Renter Printed Name and Title Date

Signature of Renter Printed Name and Title* Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By *Brian Patton* Date July 8, 2015
BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 7 Twp 03N Rge 18E BLAINE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

06/15 TO 10/31

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	18E	7	4.1																4.1

Total Acres: 4.1

CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from 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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. This rental agreement does not authorize the construction of a well.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

13. Use of water under this agreement will be regulated by a water master with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
14. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
15. This rental is subordinate to water rights 37-7919 and 37-8307 which collectively authorize a minimum stream flow of 189 cfs in the Big Wood River, beginning at the confluence of the Big Wood River and Warm Springs Creek and continuing downstream 18 miles to the point of diversion of the Bellevue diversion in L3 (SWNW), S36, T3n, R18E. This rental does not authorize diversion of ground water when the flow of the Big Wood River drops below 189 cfs, as measured at the USGS stream gage in Hailey, ID.



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

APR 29 2015

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANKApplicant Name: The Otis Booth Residence Trust c/o Palmer Murray; Co-TrusteeIs this application being submitted with a lease application as a lease/rental package? Yes ☒ No ☐

An *Application to Rent Water from the Board's Water Supply Bank* must be completed in accordance with the minimum requirement checklist below to be acceptable for processing by the Idaho Department of Water Resources (IDWR). This checklist is part of the rental application and must be included with the rental application. Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.

Applications to rent water should be submitted well in advance of the desired start date for the use of water. Rental applications may be submitted as early as November 1 of the year prior to the intended use of rental water. Rental applications submitted more than one year in advance of the proposed start date for water use will not be accepted and will be returned to applicants. Rental applications will not be processed if they are received after the end of the rental season of use.

One rental application per beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources. For multiple beneficial uses of water, individual rental requests should be submitted for each unique beneficial use of water.

For additional instructions on completing a rental application, visit the Department's website at www.idwr.idaho.gov.

Checked All Items as Either Attached (Yes) or Not Applicable (N/A)		
YES		
	☒	Completed <i>Application to Rent Water from the Board's Water Supply Bank</i>
Attachment	N/A	YES
2	☒	A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request
3A	☐	☒ Detailed information on a proposed use of rental water
3E	☒	☐ Authorization from the owner/operator of the rental point(s) of diversion
3G	☒	☐ Water modeling to account for the impacts of the rental request
3J	☒	☐ Documents justifying a need to rent water for irrigation at a rate of flow greater than 0.02 cfs/acre
3K	☒	☐ Authorization from the owner/operator of the property at the proposed rental place(s) of use
4B	☐	☒ Explanation of how the rental water will sufficiently accomplish your rental purposes
4C	☒	☐ Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

37-7059

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant The Otis Booth Residence Trust c/o Palmer Murray, Co-Trustee

Mailing Address 10431 Bellagio Road, Los Angeles, CA 90077

Email Address office@boothoffice.com

Phone Number 310-471-2575

B. Is this application being completed by an authorized representative on behalf of the applicant? Yes ☒ No ☐

If yes, representatives (includes company employees if the applicant is a corporation, as well as legal counsel or consultants) should provide their information below if they desire to be included on correspondence with the rental applicant.

Representative Zach Latham

Professional Title Hydrologist

Organization Brockway Engineering PLLC

Relationship to Applicant Consultant

Mailing Address 2016 Washington St. North Suite #4 Twin Falls, ID 83301

Email Address zach.latham@brockwayeng.com

Phone Number 208-736-8543

2. MAP

Create a map of the proposed point(s) of diversion, place(s) of use, and water diversion, delivery and distribution systems. Make sure the place of use is outlined with an obvious, bolded line. For irrigation purposes, note that the place of use outlined on your map cannot exceed the number of acres you are proposing to rent. Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe the purpose of your rental request. Include any anticipated rates of water application, water use practices or number of stock (if any). If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of rental water required. Attach additional sheets if required and label it **Attachment 3A**:
Irrigation use.

B. Enter the desired and/or minimum necessary rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Acres (if applicable) (Acre)
0.08 CFS	14.9 AF	0.08 CFS	14.9 AF	11.5 AC

Sometimes water rights available for rent provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. Enter the proposed start date and latest possible start date for using rental water. Also provide the number of years you would like to rent water:

Proposed Start Date (month/day/year)	Latest Possible Start (month/day/year)	* Proposed Rental Duration (Max 5 Years)	** For multi-year rentals, indicate whether you desire to rent water for remaining years if a rental request cannot be approved for the first year?	
4/15/15	4/15/15	1 Year	☐ Yes, approve rental for all remaining future years.	☐ No, return rental request if first year is unapprovable.

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Subject to the availability of rentable water. A multi-year rental that cannot begin during the first year requested may be approved for some or all remaining years, depending on availability. Rental requests will be returned if no water is available to rent in the first and/or subsequent years of the rental request.

**STATE OF IDAHO
WATER RESOURCE BOARD**

Application to Rent Water (Continued)

- D. Refer to the map you created in item 2 and specify the location of the point(s) of diversion (POD) from which rental water is proposed to be diverted:

Water Source	TWP	RGE	SEC	¼	¼	¼	County	Other water rights for the same purpose diverted from this POD
Ground Water	3N	18E	7		NE	NE	BLAINE	37-21259, 21261, 21262

The entry in this grid must match the map from item 2 on the application.

- E. Do you own and/or possess the authority to divert water from the above POD(s)? Yes ☒ No ☐
If no, provide documentation from the owner/operator confirming your authorization to use the POD(s) and label it Attachment 3E.

- F. Do any POD(s) identified in Question 3D divert from a water source that may require water modeling? Yes ☐ No ☒
Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- G. Has water modeling been provided with your rental request? Yes ☐ No ☒

If yes, include as Attachment 3G. Otherwise please explain why modeling was not provided:

Rental applications that require modeling will be returned if modeling is not provided.

- H. Specify the proposed beneficial use: ☒ Irrigation ☐ Commercial ☐ Industrial ☐ Municipal
☐ Groundwater Recharge ☐ Mining ☐ Stockwater ☐ Other: _____

- I. Refer to the map you created in item 2 and specify below the places you propose to use water. If for irrigation, specify the number of acres to be irrigated per ¼ ¼ tract. Otherwise indicate usage by marking the ¼ ¼ tracts with the first letter of your proposed use identified above:

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	18E	7	4.1																4.1
The entry in this grid must match the map from item 2 on the application.																			Total Acres (for irrigation)
																			4.1

- J. For irrigation uses, do you propose a water diversion rate greater than 0.02 cfs/acre? N/A ☐ Yes ☐ No ☒
If yes, explain the justification for this rate of flow and attach any supporting documents as Attachment 3J:

- K. Do you own the land at the proposed rental place of use (POU)? Yes ☒ No ☐
If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it Attachment 3K.

- L. Describe your water distribution system and how water will be delivered from the POD(s) to the proposed POU(s):
Pressurized irrigation system distributes water over property.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

M. List all other water rights and sources of water at the rental place of use for the same purpose and explain why additional water is required. Include privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company, or any other water deliver entity:

Water right 37-7059 is being leased to the WSB (see accompanying application), applicant seeks to rent a portion of 37-7059 for irrigation use.

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the water rights you are requesting to rent. Otherwise continue to Section 5 of this application form.

Please note: Diversion rates and volumes to be rented from a leased water right must be proportionate to the per acre diversion rates and per acre volume limits of the water right leased to the Bank. Applicants should query a water right's rental availability by reviewing active lease and rental documents, searchable via [IDWR's website](#), to ensure all elements of a water right remain available in sufficient quantity to satisfy a rental request.

Water rights identified below must either already be leased to the Bank or a lease proposal should accompany the rental request. Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.

For leased rights with combined limits, applicants should request to rent against the combined limit diversion rate, volume or acre limits.

Elements of Water Rights Leased to the Bank (Contract Details)								Rental Request		
Water Right Number	Nature of Use	Water Source	Rate (CFS)	Volume (AF)	Acres (AC)	Start (year)	End (year)	Rate (CFS)	Vol. (AF)	Acres (AC)
37-7059	Irrigation	Ground Water	0.20	36.4	28.0	2015	2015	0.08	14.9	11.5
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre that have been leased to the Water Supply Bank								TOTAL	0.08 CFS	14.9 AF 11.5 AC

Leased totals minus water actively engaged in rental agreement equals rental availability

Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it Attachment 4B: 37-7059 authorizes 0.20 cfs on 28.0 acres, or a flow rate of 3.2 gallons per minute per acre. In order to reach 0.02 cfs or 9gpm per acre, applicant needs to rent 2.8 times the acreage to attain desired flow rate.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- C. Does your rental request propose to change the nature of use for any water right(s) being requested? Yes ☐ No ☒
If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented, as well as the new consumptive use amount for your proposed beneficial use. Attach a separate page if space is insufficient and label it Attachment 4C:

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒
If yes, describe: _____

- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☒ No ☐
If yes, describe the date and location of the NOV.
NOV E2014-691, Dated 11/24/2014.

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws.


Signature of Applicant

Palmer Murray, Co-Trustee
Printed Name of Applicant

4/8/18
Date

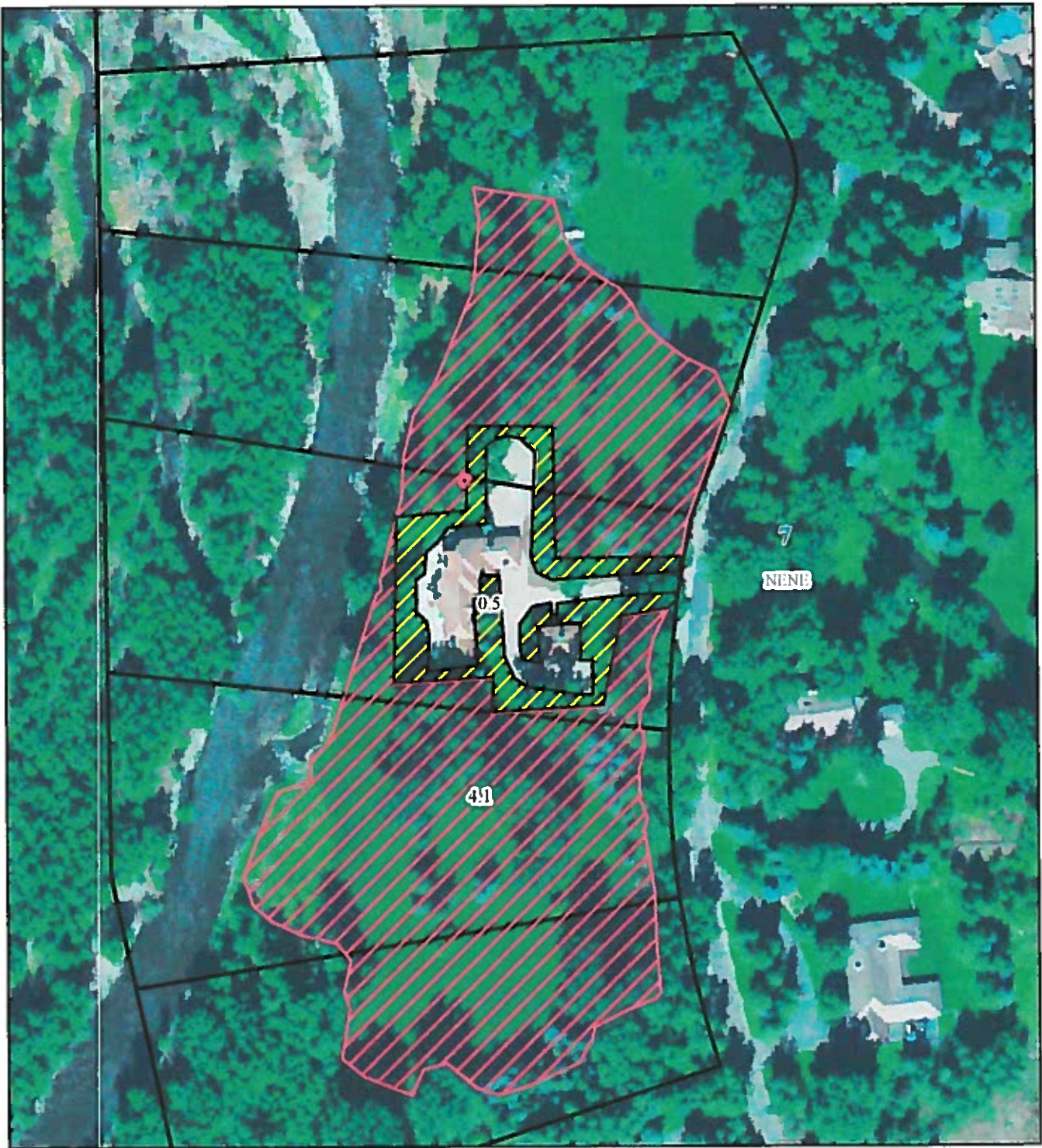
Signature of Representative

Printed Name of Representative

Date

Mail to:

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



THE OTIS BOOTH RESIDENCE TRUST

WATER BANK RENTAL 4.1 AC.
FROM W.R. 37-7059
NAIP 2013 AERIAL

0 50 100 200 Feet

Legend

- Trust Well
- Domestic Exemption
- 37-7059 = 4.1 Ac
- Parcels
- Township
- Sections
- Landesc

Start Year: 2015
End Year: 2016

Set Properties Set Custom Output

Well Name	Description	Type	Boundary Condition	W (Feet)	B (Feet)	Transmissivity (GPD/FT)	Specific Yield	X (Feet)	SDF	Show in Output	Use Partial Stream	Left limit of stream segment	Right limit of stream segment
Schem		Recharge	Alluvial Aquifer	1250	0	28598	0.2	480	0	☒	☐	0	0
Booth		Irrigation	Alluvial Aquifer	126	0	28598	0.2	121	0	☒	☐	0	0

New Well
Delete Wells
Set URFs

Recharge Record Calculation Data

☒ Recharge ☐ Inflows ☐ Outflows ☐ EDM Storage ☐ Acres ☐ Pond Evap ☐ Days Evap

Recharge for Schem (acre feet)

Initial EDM Storage: 0

Month/Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	0	0	0	0	2.51	2.43	2.51	2.51	2.43	2.51	0	0
2016	0	0	0	0	2.51	2.43	2.51	2.51	2.43	2.51	0	0

Run Start: Jan 2015 To Dec 2016 ☒ Ignore pumping/recharge after Dec 2015

RUN YEARS PAST SYNTHESIZED YEARS ASSUMED TO HAVE NO WELL CU/RECHARGE

Scale: ☒ Monthly ☐ Daily

Output For: ☒ Schem ☐ Booth

Years: 2015 2016

☒ Show CU of Ground Water/Net Recharge Data

☒ Show Depletion/Accretion Data

Display Options:

☐ Show Headers ☒ Single Column ☐ Database ☐ Compact ☐ Month Major

☐ Depletions are Positive ☐ Tim 1D to 1st Group ☐ Single Row

☐ Export ☒ Open In Excel

Number of decimal places: 2 ☐ Display Totals

Date	Value
Diversion/Recharge (ac-ft)	
Depletions/Accretions (ac-ft)	
Net Impact on Stream (ac-ft)	
1/2015	0
2/2015	0
3/2015	0
4/2015	0
5/2015	-1.26
6/2015	-0.45
7/2015	-0.19
8/2015	-0.07
9/2015	-0.03
10/2015	-0.01
11/2015	1.23
12/2015	0.47

Save To File Plot

IDS AWAS MODELING RESULTS

THE OTIS BOOTH RESIDENCE TRUST

4/27/2015

Date	Value		
	2015	2015	2015
Diversions/Recharge (ac-ft)			
Depletions/Accretions (ac-ft)			
Net Impact on Stream (ac-ft)			
Net Impact on Stream (ac-ft)			
	Jan-15	0	
	Feb-15	0	
	Mar-15	0	
	Apr-15	0	
	May-15	-1.26	
	Jun-15	-0.45	
	Jul-15	-0.19	
	Aug-15	-0.07	
	Sep-15	-0.03	
	Oct-15	-0.01	
	Nov-15	1.23	
	Dec-15	0.47	



0 55 110 220 Feet

THE OTIS BOOTH RESIDENCE TRUST

STREAM DEPLETION ANALYSIS
RENTAL LOCATION DISTANCES
NAIP 2013 AERIAL

Legend

- Trust Well
- BigWood_GWasSW
- Parcels

BROCKWAY ENGINEERING, PLLC.
ALR - Date: 4/23/2015

N



0 130 260 520
Feet

Legend
● Points of Diversion
■ BWR_5_Zones
■ Sections
■ Township
■ Ladesc

THE OTIS BOOTH RESIDENCE TRUST
STREAM DEPLETION ANALYSIS FOR
OTIS BOOTH RENTAL 37-7059
NAIP 2013 AERIAL

BROCKWAY ENGINEERING, PLLC.
ALR - Date: 4/27/2015



RECORDING REQUESTED BY

Thomas F. Reed

AND WHEN RECORDED MAIL THIS AFFIDAVIT AND,
UNLESS OTHERWISE SHOWN BELOW, MAIL
TAX STATEMENTS TO:

NAME Lynn Allan Booth, Trustee

ADDRESS 10431 Bellagio Road

CITY &
STATE Los Angeles, CA 90077

DEC 07, 2012 9:58 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 39.00
OC: AFNF

PAGES: 2



Affidavit of Change of Trustee

APN: 155-010-05-00

The following statements are being made under oath pursuant to California Probate Code Sections 18105 *et. seq.*

Lynn Allan Booth, of legal age, being first duly sworn, states:

1. Charles T. Munger has been acting as Co-Trustee of the Residence Trust established pursuant to the Otis Booth Living Trust dated March 19, 2002 (the "Trust") with Loren Booth and Palmer Murray.
2. Charles T. Munger has resigned as Co-Trustee of the Trust.
3. Pursuant to Section 10.1 of the Trust, Lynn Allan Booth succeeds Charles T. Munger as Co-Trustee of the Trust and is now acting as Co-Trustee of the Trust with Loren Booth and Palmer Murray.
4. At the time of his resignation, Charles T. Munger was the owner, as Trustee, of certain real property acquired by a Trust Transfer Deed recorded on November 12, 2008, as instrument number 2008-0588020, in the Official Records of San Diego County Recorder's Office, covering the following described property situated in the City of Oceanside, County of San Diego, State of California:

Lots 58, 59 and 60 in Block "F" of Ocean Front Addition to the City of Oceanside, in the City of Oceanside, County of San Diego, State of California, according to map thereof No. 909, filed in the Office of the County Recorder of San Diego County on June 8, 1904.

Commonly known as 2027 S. Pacific St., Oceanside, CA 92054

7. Accordingly, Lynn Allan Booth, Loren Booth and Palmer Murray are now the Co-Trustees of the Trust under which Charles T. Munger held title as Trustee pursuant to the Trust Transfer Deed described above, and are designated and empowered pursuant to the terms of the Trust to serve as Co-Trustees of the Trust.

Dated: 11/27/12, 2012

LYNN ALLAN BOOTH

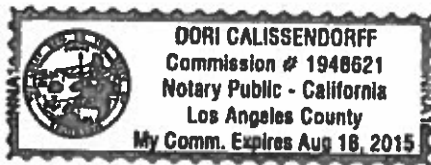
STATE OF CALIFORNIA }
 } SS.

COUNTY OF Los Angeles }

Subscribed and sworn to (or affirmed) before me on this 27th day of November, 2012, by Lynn Allan Booth, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

Dori Calissendorff
Notary Signature



[Affidavit of Change of Trustee]

NOTICE OF RESIGNATION OF TRUSTEE

BOOTH RESIDENCE TRUST

The undersigned trustee of the Booth Residence Trust, UAD March 19, 2002, hereby resigns as trustee of said trust in favor of Lynn Booth, Loren Booth and Palmer Murray, who are designated successor trustees under paragraph 10.1 of the trust instrument, effective thirty days after the service or mailing of this notice to the beneficiaries of the trust.

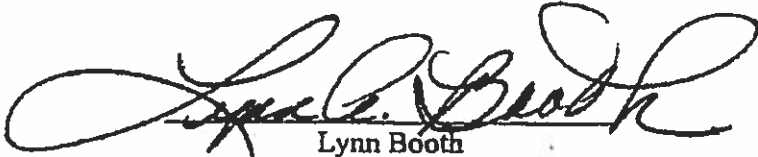
Dated: July 2, 2012


Charles T. Munger

ACCEPTANCE OF SUCCESSOR TRUSTEES

The undersigned hereby accept the appointment as successor trustees of the Booth Residence Trust.

Dated: 6/29/2012


Lynn Booth

Dated: 6/29/2012


Loren Booth

Dated: 6/29/2012


Palmer Murray

OTIS BOOTH LIVING TRUST

ARTICLE 10

SUCCESSOR TRUSTEE

10.1 Designated Successor Trustee. If the Trustee named in this Trust Agreement shall become unable to serve or otherwise cease to act as Trustee hereunder, then CHARLES T. MUNGER shall act as successor Trustee hereunder, provided that CHARLES T. MUNGER shall have the power to designate, and to remove, one or more persons to serve with him as a Co-Trustee during the period that he serves as a Trustee hereunder. If CHARLES T. MUNGER shall fail to qualify, become unable to serve or otherwise ceases to act as Trustee hereunder, then I nominate LOREN BOOTH and PALMER MURRAY as Co-Trustees. If either of them shall fail to qualify, become unable to serve or otherwise cease to act hereunder, I nominate JEFFREY McDERMOTT as successor Co-Trustee.

LYNN ALLAN BOOTH shall also serve as a successor Co-Trustee to CHARLES T. MUNGER of the Marital Trust, the Ranch Trust and the Residence Trust provided for in Article 4 above.

Notwithstanding the foregoing, during the lifetime of the Grantor, LYNN ALLAN BOOTH shall serve as a Co-Trustee for the sole purpose of acting as the signatory on accounts within the purview of Paragraph 11.19.

10.2 Power to Designate Successor Trustee. If, at any time, any individual is named as a Trustee hereunder and there is no named successor Trustee to that individual or the named successor is then unavailable to act as Trustee hereunder, then, that individual shall have the power:

(a) to designate one or more successor Trustees or Co-Trustees who shall act as Trustee or Co-Trustees hereunder, as the case may be, in the order designated, if and when that individual ceases to act as Trustee hereunder, or

(b) to designate a Co-Trustee to serve only with such individual, which designation shall provide that such designated Co-Trustee shall be deemed to resign and shall cease to serve as Co-Trustee if, as and when the individual who designated him ceases to serve as Co-Trustee.

If, at any time, any individual is named as a Trustee hereunder and there is a named successor Trustee or Trustees, that individual shall have the foregoing power:

(x) contingent upon such named successor(s) not being available to serve as Trustee at the time needed, or

(y) when such named successor(s) ceases to act as Trustee hereunder.

The foregoing power may be exercised by a Trustee by giving written notice of the designation of a successor Trustee to the then-living adult Beneficiaries and the

conclusively deemed given seventy-two (72) hours after the deposit thereof in the United States mail. If such notice, demand or other communication is served by telegraph or if by other carrier service, it shall be conclusively deemed given upon confirmation of delivery by the carrier. If such notice, demand or other communication is served by electronic transmission device, it shall be deemed given seventy-two (72) hours after sending such notice, demand or communication, unless proof of earlier receipt is available. Any notice, demand or other communication to be given hereunder shall be addressed to the party to whom such notice, demand or other communication is to be given at the last known address for that party. Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the Trustee hereof.

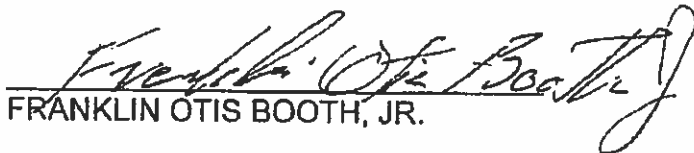
ARTICLE 16

EXECUTION

16.1 Declaration of Grantor. The undersigned Grantor does hereby certify that he has read this Trust Agreement and it fully and accurately sets out the terms, Trusts and conditions under which the Trust Estate herein described is to be held, managed and disposed of by the Trustee herein named, and he hereby approves, ratifies and confirms this Trust Agreement in all particulars.

16.2 Execution by Grantor. Executed at Los Angeles, California, on February 8, 2008.

GRANTOR:


FRANKLIN OTIS BOOTH, JR.

16.3 Execution by Trustee. The foregoing Trust Agreement has been accepted by the Trustee thereunder.

TRUSTEE:


FRANKLIN OTIS BOOTH, JR.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

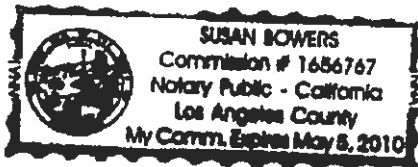
On February 8, 2008, before me, Susan Bowers, personally appeared FRANKLIN OTIS BOOTH, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Bowers
Signature of Notary Public

(Place Notary Seal Above)



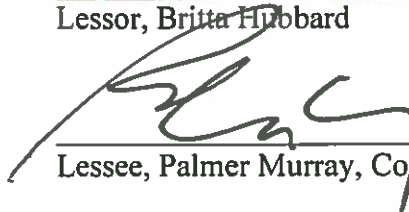
**IDAHO WATER RESOURCE BOARD
WATER SUPPLY BANK CONTRACT OF AGREEMENT**

To Whom It May Concern,

Peter Schernthanner, Liesl Schernthanner, Heidi Schernthanner, Monika Schernthanner, Britta Hubbard and Andreas Schernthanner (Schernthanner) have entered into an agreement to lease a portion of ground water irrigation water right 37-7059 to The Otis Booth Residence (Trust) for use at the Trust property. The contract authorizes the Trust to rent a portion of 37-7059 from the Schernthanner for 1 year, starting at the beginning of the irrigation season of 2015 and ending at the end of the 2015 irrigation season. The portion proposed to be leased by Schernthanner to the Trust for rental and use at the Trust property is identified on the accompanying rental application.

The Water Supply Bank rental payment of the 90% associated with the yearly rental fee for water right 37-7059 will be paid in full to Schernthanner by the Trust upon approval of the attached rental application. Therefore, no additional fees are required by Schernthanner for 2015 for use and rental of the portion of 37-7059 identified in the rental application. Schernthanner does not seek to receive any further payment from the Trust through the aforementioned Water Supply Bank lease.

 Dated this 14th day of April 2015
Lessor, Britta Hubbard

 Dated this 5 day of April 2015
Lessee, Palmer Murray, Co-Trustee of the Otis Booth Residence Trust



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720 0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER

Governor

July 9, 2015

GARY SPACKMAN

Director

OTIS BOOTH RESIDENCE TRUST
C/O PALMER MURRAY CO-TRUSTEE
10431 BELLARIO RD
LOS ANGELES CA 90077

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO. 37-7059**

Dear Renter:

Please find enclosed a receipt in the amount of **\$25.33** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 14.9 acre-feet of water for irrigation of 4.1 acres during 2015. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Pursuant to the Water Supply Bank Rules, the rental fee will be retained by the Department to offset administrative costs since you have a private agreement with the lessor.

If you have any questions, please contact me at (208) 287-4918.

Sincerely,

Remington Buyer
WSB Program Coordinator

Enclosure(s): Receipt No. C100731
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Manager
Kevin Lakey – State Water District No. 37
Zach Latham – Brockway Engineering PLLC
Rob Whitney-IDWR Compliance Bureau (only if rental is to resolve an NOV)



State of Idaho

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 24, 2015

OTIS BOOTH RESIDENCE TRUST
C/O PALMER MURRAY, CO-TRUSTEE
10431 BELLAGIO RD
LOS ANGELES CA 90077-3818

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-7059

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

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$253.30** was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 14.9 acre-feet. Since you have a private agreement with the lessor, **you are only obligated to pay the 10% administrative fee or \$25.33.**

Please send a check for \$25.33 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have any questions, please contact me at (208) 287-4918.

Sincerely,

For- Remington Buyer
WSB Program Coordinator

Enclosure(s)

c: IDWR Front Desk
Zach Latham – Brockway Engineering PLLC

MEMORANDUM

To: Water Rights: 37-7059

From: Remington Buyer

Date: June 22, 2015

Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: Rental applicant is Otis Booth Residence Trust which is renting water to authorize irrigation of acreage on property owned by them, south of Ketchum. The rental location is within one hundred feet of the Big Wood River, meaning the water source is ground water tributary to the Big Wood River. Both the original (lease) location and the new (rental) location divert ground water, however the lease well is located approximately 500 feet from Warm Springs Creek (a tributary of the Big Wood River), while the rental well less than 100 feet from the Big Wood River. The fact that the rental well is closer to Big Wood River means that river flows will be more quickly impacted by ground water diversions under the rental. Water modeling is thus required to determine and evaluate what impacts might accrue to the Big Wood River under a rental such as this.

AUTHORITY TO FILE: Application has been filed by Palmer Murray, Co-Trustee of the Trust. Documentation is provided confirming Mr. Murray's status as a Trustee. No concerns on his application to file the rental.

WATER RIGHT VALIDITY: The water right is leased to the Bank and available for rental.

INJURY ANALYSIS: The point of diversion for the rental location is a 70' deep ground water well located within 100 feet of the Big Wood River. The rental water source is ground water tributary to the Big Wood River. The water right to be rented (37-7059) is a ground water right that diverts ground water from an 80' deep well that is located within the vicinity of Warm Springs Creek, a tributary of the Big Wood River. Hydrologic studies of the Big Wood River basin indicate that the valley is primarily an alluvial aquifer and ground water flows do impact flows in surface water sources. Hence, the lease location can be considered to be ground water tributary to Warm Springs Creek.

AWAS modeling of the non-diversion of water at the lease POD, coupled with an equivalent diversion of water at the rental POD, result in net loss of -0.27 AF from the surface water system at large during the period April through December. During the rental season of use however (April through October), modeling indicates -1.81 AF of water would be removed from the Big Wood River. Modeling this transaction as beginning in June and running through October however results in net accretion to the Big Wood River, both during the rental period (2.64 AF) and the full year (4.18 AF).

In consideration of the fact that the rental is proposed for only one year, and that if authorized now through the end of the irrigation season, a net accretion of water would flow to the Big Wood River. This rental is permissible based on the notion that through the lease and rental, more water will remain in the system than will be taken out.

In addition to the volumetric evaluation of the difference in water use between the lease and the rental, additional injury analysis of this rental requires consideration of whether other appropriators might be injured by the authorization of a new use of water at the rental location. Because this rental is located within close proximity of the Big Wood River, injury against the minimum stream flow water right shall be a proxy against which injury to other water users should be guarded. Stated differently, to avoid injury to other water users, this rental shall only be authorized when the minimum stream flow is being met. If the MSF is not being met, no rental of water under this right shall be authorized. In this way, injury to other water users should be safeguarded.

ENLARGEMENT OF USE: Renter requires a standard flow of 0.02 cfs/AC for their purposes and is renting 2.86 times the base flow rate in order to rent a flow rate sufficient for their purposes. No enlargement of the water right will occur through the rental.

LOCAL PUBLIC INTEREST: Subordinating this rental to the MSF is being done for the benefit of local public interests.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The standard duty of water (0.02 cfs/AC) is being rented, which is consistent with standard beneficial use and the conservation of water resources.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: Comments were obtained from both Water District 37 Watermaster and IDWR Southern Region staff. No concerns with the rental as considered by the Water Supply Bank.

Webster, Clay

From: Zach Latham [zach.latham@brockwayeng.com]
Sent: Thursday, May 07, 2015 5:09 PM
To: Palmer, Cherie
Cc: Webster, Clay
Subject: Schernthanner Lease/Rental App Package 37-7059

Cherie-

Per our conversation this afternoon regarding the Schernthanner Lease of 37-7059 and accompanying rentals on behalf of the Schernthanners, Eric Younger, The Otis Booth Residence Trust and Jean H. Smith, the proposed start date for all rentals would be approximately May 21st, the latest possible start date would be approximately July 1st. In other words, each rental applicant requests to have IDWR process each application, regardless of the dates listed on each individual application as I am anticipating IDWR completing each rental request before July 1st. The complicated nature of the lease/rental package required a greater amount of time to put together than was originally anticipated and therefore the dates on each application (question 3C.) should be superseded by this email.

Thank you for your willingness to accept this email and hold the afore mentioned applications for continued processing. I look forward to answering any questions you may have regarding these applications.

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c.208-308-0739
f. 208-736-8506
zach.latham@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.



State of Idaho

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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 5, 2015

THE OTIS BOOTH RESIDENCE TRUST
C/O PALMER MURRAY
10431 BELLAGIO RD
LOS ANGELES CA 90077-3818

RE: APPLICATION(S) TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Idaho Water Resource Board's Water Supply Bank (Bank) to irrigate 4.1 acres. Filing a Bank rental application does not automatically result in approval. Before a rental application can be approved, the rental request must be reviewed, a rental agreement must be prepared, the agreement must be approved by the applicant and the Department, and the rental fee must be paid. To maximize the number of rental applications processed while managing competing priorities, the Department begins accepting rental applications on November 1 for use in the next calendar year, and it processes as many applications as it can before the start of the irrigation season in March or April. Once the irrigation season begins, Department staff members are reassigned to address field work and other duties.

Because your application was received near the beginning of the irrigation season, which is now well underway, it is unlikely the Department will be able to process your application in time for approval in 2015 unless you have proposed a start date late in the year. If your application was for 2015 only and the latest possible start date on your application has passed, the application will be returned to you. If your application requests a rental for more than one year, the rental application may be retained by the Department and evaluated for 2016.

In future years, we encourage you to file your rental applications as soon as possible after November 1 to improve the chances that they will be processed.

Additional information about the Bank may be found on the Department's website at http://idwr.idaho.gov/WaterManagement/WaterRights/WaterSupply/ws_default.htm.

If you have questions regarding this matter, please contact me at 287-4910.

Sincerely,

Clay Webster
Water Resource Agent
WSB Process Point of Contact

C: Zach Latham – Brockway Engineering PLLC