

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

RECEIVED

NOV 28 2016

**DEPARTMENT OF
WATER RESOURCES**

This is to certify that: OTIS BOOTH RESIDENCE TRUST
C/O PALMER MURRAY CO-TRUSTEE
10431 BELLAGIO 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
37-21259	5/1/1887	Ground water	Big Wood River	0.03 cfs	1.1 af	0.3 ac
37-21261	11/12/1936	Ground water	Big Wood River	0.06 cfs	4.2 af	1.2 ac
37-21263	4/15/1971	Ground water	Clear Creek	0.03 cfs	1.1 af	0.3 ac
Total Annual Combined Limit				0.06 cfs	4.2 af	1.2 ac
				0.06 cfs	4.2 af	1.2 ac

Annual Combined Rental Totals

Term of Rental: January 1, 2017 to December 31, 2017
Rental Fee: \$71.40

The fee for rental of the above-described water is \$71.40. Ten percent (\$7.14) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). 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.

SUPPORT DATA

IN FILE # 37-21259

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 Booth LYNN Booth 11/20/16
Signature of Renter Printed Name and Title* Date

Otis Booth Resident Trust - Lynn Booth / Trustee
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 11/29/2016
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 NE¼NE¼ Sec. 7 Twp 03N Rge 18E BLAINE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 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	1.2																1.2

Total Acres: 1.2

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.

CONDITIONS APPLICABLE TO RIGHTS 37-21261

15. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.

16. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established by and subject to the provisions included within the Rockwell vs. Coffin decree issued on 29 July, 1949.

17. The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after September 30 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Idaho Water Resource Board
Water Supply Bank Rental Agreement

Effective until December 31, 2017

This map depicts the rental place of use pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



- ⊙ Authorized Rental Point of Diversion
- Authorized Rental Place of Use
- Townships
- PLS Sections
- Quarter Quarters



0 Miles 0.25

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

RECEIVED
OCT 14 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
37-21259	5/1/1887	Ground water	Big Wood River	0.03 cfs	1.1 af	0.3 ac
37-21261	11/12/1936	Ground water	Big Wood River	0.06 cfs	4.2 af	1.2 ac
37-21263	4/15/1971	Ground water	Clear Creek	0.03 cfs	1.1 af	0.3 ac
Total Annual Combined Limit				0.06 cfs	4.2 af	1.2 ac
				0.06 cfs	4.2 af	1.2 ac

Annual Combined Rental Totals

Term of Rental: January 1, 2016 to December 31, 2016
Rental Fee: \$71.40

The fee for rental of the above-described water is \$71.40. Ten percent (\$7.14) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). 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.

SUPPORT DATA
IN FILE # 37-21259

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:

 Palmer N. Murray, Trustee 10/8/15
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  Date 10/14/2015
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 NE¼NE¼ Sec. 7 Twp 03N Rge 18E BLAINE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 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	1.2																1.2

Total Acres: 1.2

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.

CONDITIONS APPLICABLE TO RIGHTS 37-21261

15. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.
16. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established by and subject to the provisions included within the Rockwell vs. Coffin decree issued on 29 July, 1949.
17. The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after September 30 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

The associated lease is in the bank through 2018. This rental changed the source from SW to GW.

MEMORANDUM

To: Water Right File No(s). 37-21259, 37-21261 and 37-21263

From: Sandra Thiel

Date: September 28, 2015

Re: Review of water supply bank rental application

The [Interim Ground Water Rental Policy for the Wood River Valley](#) only allows for one year ground water rentals. Palmer Murray, on behalf of the Otis Booth Residence Trust requested water through 2018. According to the taxlot data Lynn Allan Booth Co-Trustee and Loren Booth Co-Trustee own the land. The requested water rights remain in the Bank and can be rented for another year. –SBT 9/25/2015

On December 17, 2017, the Department of Water Resources (Department) received a Water Supply Bank (Bank) rental application from Zach Latham with Brockway Engineers on behalf of the Otis Booth Residence Trust (Trust). The application requested rights 37-21259, 37-21261 and 37-21262 be rented for the irrigation of 1.7 acres. A portion of rights 37-21259, 37-21261 and 37-21262 are rented into the bank. The amount remaining that can be rented by the Trust is 0.06 cfs and 1.2 acres.

The source for leased water rights includes the Big Wood River (37-21259, 37-21261) and Clear Creek (37-21263). The applicant proposes to divert water under 37-21259 and 37-21261 from an existing domestic well on the Trust's property and leave 37-21263 un-diverted. The Clear Creek right does not actually reach the Big Wood River.

The 8" well is located 92 feet from the river. It is 68.5 feet deep. Using the standard described in the *Water Supply Bank Interim Ground Water Rental Policy for the Wood River Valley*, pumping from a well within 100 feet of the Big Wood River, will have direct and immediate impact on surface water. Therefore, the rental is not considered a change in the source. The attached map shows the location of the lease and rental points of diversion and places of use.

AUTHORITY TO FILE: This application was signed by Lynn Booth and Palmer Murray. On March 27, 2015 Zach Latham provided via email documentation showing authority for Palmer Murray to sign

WATER RIGHT VALIDITY: These rights were decreed in September 2012. Forfeiture is not an issue.

INJURY TO OTHER WATER RIGHTS: Both the rental and lease points of diversion fall within the Ketchum Zone of the WSB Interim Ground Water Rental Policy for the Wood River Valley (WSBIGWRP).

ENLARGEMENT OF USE: The rental of the rights listed above does not include a change in the nature of use. The lease and the rental share the same season of use 4/15 to 10/31, the same headgate requirement of 3.5 af/ac and the same consumptive use of 2.5 af/ac.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest. The rental point of diversion is downstream from the lease point of diversion.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The rental appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The rented right is subject to Water District # 37. The water master had no concerns. Allen Merritt, our southern regional manager had no concerns provided the rental is conditions to protect the Idaho Water Resource Board’s minimum stream flow.

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

RECEIVED
APR 23 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
37-21259	5/1/1887	Ground water	Big Wood River	0.03 cfs	1.1 af	0.3 ac
37-21261	11/12/1936	Ground water	Big Wood River	0.06 cfs	4.2 af	1.2 ac
37-21263	4/15/1971	Ground water	Clear Creek	0.03 cfs	1.1 af	0.3 ac
Total Annual Combined Limit				0.06 cfs	4.2 af	1.2 ac
				0.06 cfs	4.2 af	1.2 ac

Annual Combined Rental Totals

Term of Rental: January 1, 2015 to December 31, 2015
Rental Fee: \$71.40

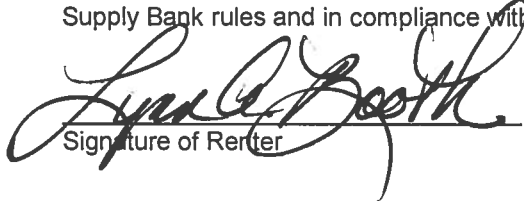
The fee for rental of the above-described water is \$71.40. Ten percent (\$7.14) will go to the Department for administrative costs, and the remainder will be paid to the lessor(s). No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

Detailed water right conditions are attached.

SUPPORT DATA
IN FILE # 37-21259

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, Co-Trustee 4-20-15
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  April 23, 2015
BRIAN PATTON, Acting Administrator Date
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 NE¼NE¼ Sec. 7 Twp 03N Rge 18E BLAINE County

BENEFICIAL USE

IRRIGATION

SEASON OF USE

04/15 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	1.2																1.2

Total Acres: 1.2

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.

CONDITIONS APPLICABLE TO RIGHTS 37-21261

15. The saved water shall be made available to the Rockwell By-Pass saved water right holders any time the Rockwell By-Pass is being used to deliver water to Broadford Slough right holders. The Rockwell saved water rights shall be curtailed when calls for senior water rights from the Broadford Slough cannot be delivered.

16. Pursuant to a call in times of scarcity, this right is senior to all other rights that did not result from saved water in the Rockwell By-Pass, as established by and subject to the provisions included within the Rockwell vs. Coffin decree issued on 29 July, 1949.

17. The use of water for irrigation under this right may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water after September 30 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.



RECEIVED

DEC 17 2014

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) The Otis Booth Residence Trust c/o; Palmer Murray, Co-TrusteeMailing Address 10431 Bellagio Road, Los Angeles, CA 90077Phone 310-471-2575Email office@boothoffice.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

RENTAL FOR ALL OF 37-21259, 37-21261, 37-21263.

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use

0.08 cfs total Irrigation 4/15 to 10/31

Total: 0.08 cfs total

2. Source of water Proposed POD is from a ground water well. tributary to N/A

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
3N	18E	7		NW	NE	NE	Existing Well on Applicant's Property- BLAINE

4. Lands to be irrigated or place of use:

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	1.7																1.7

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 1.7

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. N/A.

2. Do you own the land at the proposed place of use?

Yes ☒ No ☐

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. N/A.

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
All water proposed to be rented for irrigation use on the applicant's property will be diverted from an existing well and distributed through an existing pressurized irrigation system.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
Applicant proposes to rent and divert all of 37-21259, 37-21261, 37-21263 and a portion of 37-7059 for Irrigation use on the property. WSB lease and rental applications for use of a portion of 37-7059 on the property is forthcoming.
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. N/A.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. N/A.
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. N/A.
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☒ No ☐
If yes, describe. Applicant seeks rental of afore mentioned water rights in order to continue irrigation of lands described in E2014-691.

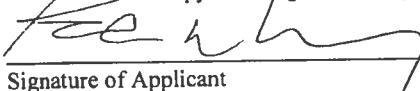
E. RENTAL TERM

Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 4/15/2015 - 12/31/2018

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.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant

Damon Murray, Co-Treasurer
Printed Name and Title*

12/6/14
Date

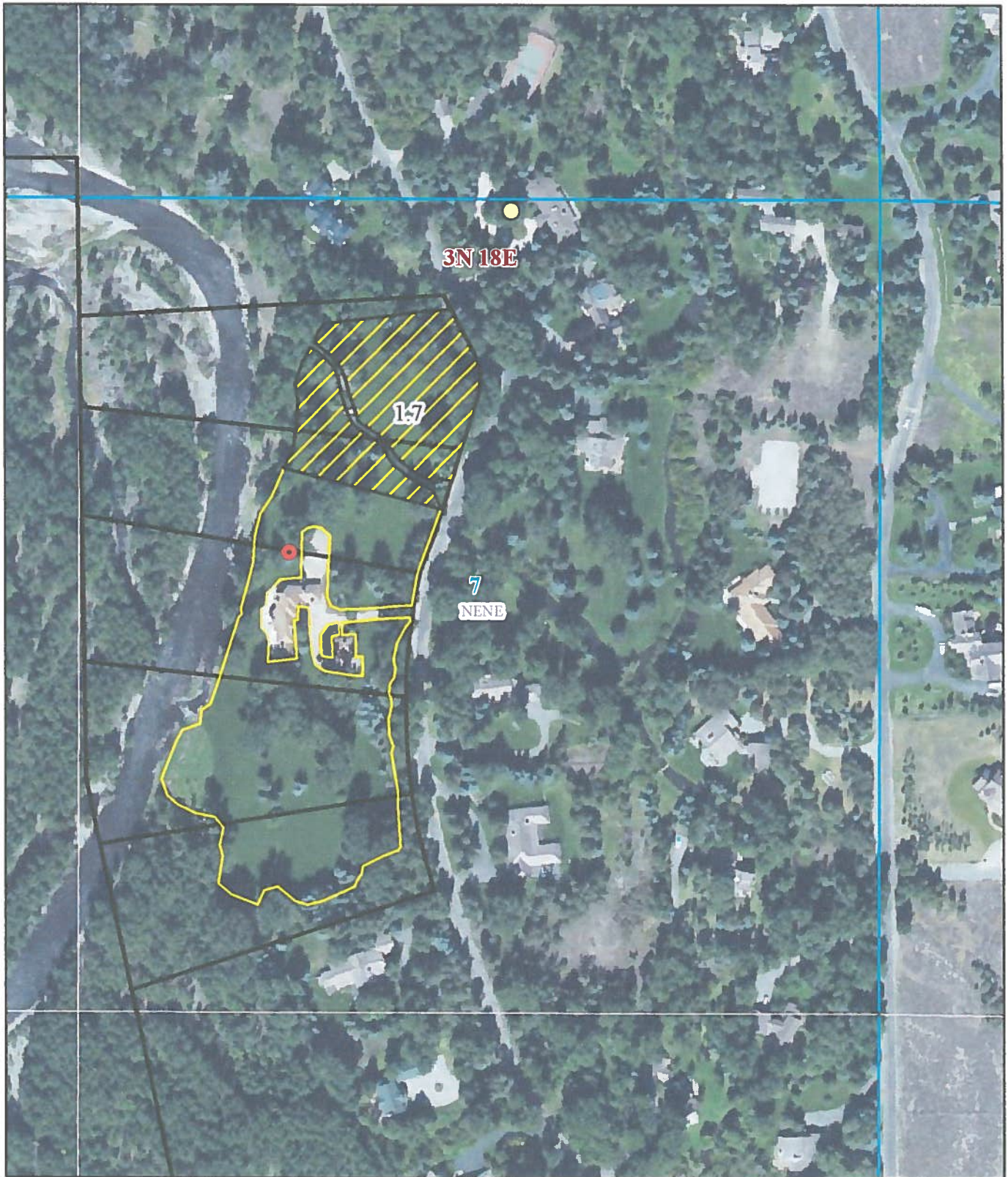
Signature of Applicant

Printed Name and Title*

Date

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

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



0 75 150 300 Feet

THE OTIS BOOTH RESIDENCE TRUST
 WATER BANK RENTAL 1.7 AC. FROM
 37-21259, 37-21261, & 37-21263
 NAIP 2013 AERIAL

Legend

- Ricktor Well
- Trust Well
- WSB_Rental_1
- 37-21259, 21261, 21263
- Irrigation 2014=5.8ac.

- Parcels
- twnshp
- Sections
- lades



DEC 17 2014

DEPARTMENT OF
WATER RESOURCES

The Otis Booth Residence Trust- Stream Depletion Analysis for Water Supply Bank Rental Application

To: Mrs. Cherie Padilla IDWR State Office
From: Zach Latham
Cc: The Otis Booth Residence Trust
Date: December 15th 2014
Re: The Otis Booth Residence Trust Water Supply Bank Rental Application

This memo serves as a stream depletion analysis for the water supply bank (WSB) rental application filed on behalf of The Otis Booth Residence Trust (Trust). The rental application seeks to divert Big Wood River water rights 37-21259 and 37-21261 from an existing domestic well on the Trust's property while leaving 37-21263 un-diverted. Water rights 37-21259, 37-21261 and 37-21263 in combination can divert 0.08 cfs for irrigation use on 1.7 acres. 37-21259 and 37-21261 originate from the Big Wood River, 37-21259 is authorized to be diverted in T.04N R.18E Sec. 30 SE ¼ NE ¼ and 37-21261 is authorized to be diverted in T.4N R.18E Sec. 29 SW ¼ SW ¼. Water right 37-21263 originates from Clear Creek, tributary to the Big Wood River and is authorized to be diverted in T.4N R.18E Sec. 31 NW ¼ SE ¼. All three water rights are limited to the irrigation of 1.7 acres on Lot 1, Gimlet Corner in T.3N R.18E Sec. 6 SW ¼ NE ¼.

All three water rights are currently leased to the WSB and all three were partially decreed in the SRBA in September of 2012. The applicant proposes to divert the combined limit of 0.08 cfs under 37-21259 and 37-21261 from the existing domestic well on the applicant's property while leaving 37-21263 un-diverted as water associated with this right does not actually reach the Big Wood River. Both point of diversions associated with 37-21259 and 37-21261 are located more than two miles upstream of the Trust's proposed diversion and therefore rental and diversion of these water rights at the proposed POD is not anticipated to impact existing minimum stream flows in the Big Wood River, nor cause an expansion in consumptive use.

The Trust's existing 8" well is located approximately 92' from the Big Wood River, is 68.5' deep and is drilled in gravels and clays (alluvium) and granite and shale. The local aquifer appears to be between approximately 100' deep per surrounding well logs. A stream depletion analysis was performed to determine the portion of water supplied to the Trust's well by the Big Wood River using the Glover and Balmer method¹. This analysis calculated a transmissivity value of 14,299 ft²/day using data from a domestic well drilled for Ricktor (attached) located 600' away from the river northeast of the Trust's property, located at 117 Wilderness Drive. The Ricktor

¹ Glover, R. E. and C. G. Balmer (1954) "River depletion resulting from pumping a well near a river". Am. Geophys. Union Trans. v. 35. pt. 3, pp. 468-470.

domestic well is an 6" well with no perforations and an open bottom. Additionally, a hydraulic conductivity value of 174.4 ft/day was calculated and both values were derived using data from the Ricktor well. A transmissivity estimation² with effects of a partial penetration method³ (see attached analysis summary sheets and plot). Transmissivity, conductivity and storativity (0.15) values used in the stream depletion analysis are within the range of published values for alluvium in this area.

The resulting analysis estimates approximately 82% of the proposed pumping (36 gpm) from the Trust's well as a result of the water right supply bank rental application, originates from the Big Wood River within a 24 hour period, exceeding the 50% in 24 hour criteria set forth by IDWR Water Right Transfer Processing Memo No. 24. This same analysis using the methods outlined above has recently been approved in April of 2014 by IDWR in association with water right transfer 79140 among a number of other approved in the last five years.

² Bradbury, K.R., and E.R. Rtothschild, (1985) "A computerized technique for estimating the hydraulic conductivity of aquifers from specific capacity data" Ground Water, v.23, no.2, pp. 240-246.

³ Sternberg, Y.M., (1973) "Efficiency of partially penetrating wells". Groundwater v.11 no.3 pp5-8.

Transmissivity Estimation with Partial Penetration

Bradbury and Rothschild (1985) specific capacity method.

Suitable for situations where a single time and drawdown measurement is available.

Includes effects of partial penetration using Sternberg (1973) approach.

Enter data in **blue**, pay attention to units.

Ricktor Well, Lot 17, Gimlet Sub 11, 117 Wilderness Dr.:

Well pumping rate	30 [gpm]
Drawdown	12 [ft]
Time	60 [minutes]
Well radius	6 [inches]
Storativity	0.15 [unitless]
Aquifer thickness	82 [ft]
Open interval	1 [ft]

Calculations:

Specific capacity	2.5 [gpm/ft]
L/b	0.012195
G	2.859901
sp	181.4372

Trial T	14299.38 [ft ² /d]	<--- Vary Trial T until about equal to Calc T
Calc T	14299.38 [ft ² /d]	
Calc K	174.4 [ft/d]	

Estimation of Timing of Aquifer-Stream Interaction

PROJECT: Booth Hypothetical pumping of BWR WR's
Brockway Engineering, PLLC 12/15/14

These assumptions apply.
Method of images used to estimate
gw gradient at stream boundary.

Hydraulic conductivity: 174.4 ft/day
Aquifer saturated thickness: 82 feet
Transmissivity: 14,299 ft²/d
Storage coefficient: 0.15
Pumping rate: 35.9 gpm = 6912 ft³/d
Pumping time: 24 hrs

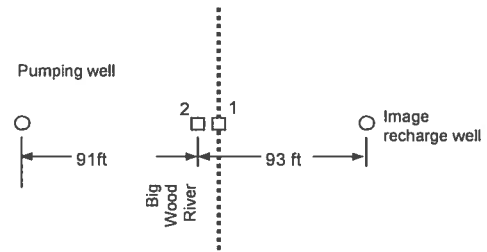
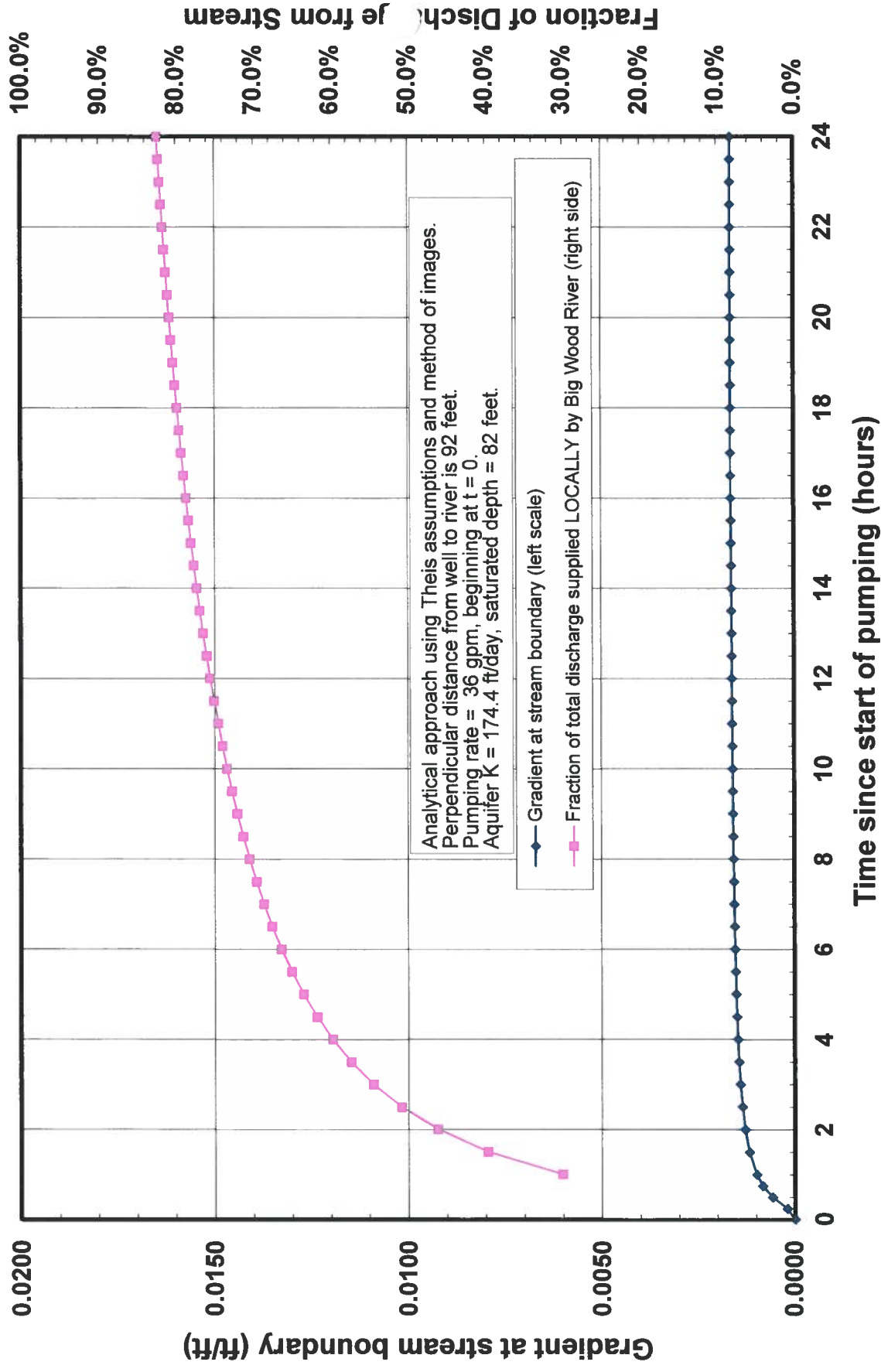


IMAGE WELL R = 93 feet			PUMPING WELL R = 91 feet			IMAGE WELL R = 93 feet			RESULTANT using R = 91' (pumping) and R = 93' (image)	Portion of total discharge supplied by the stream (after Glover and Balmer, 1954)
Time (hrs)	u	W(u)	z (feet)	u	W(u)	z (feet)	z (feet)	z (feet)	Gradient at river	Qs / Q
0	--	--	0.000	--	--	0.000	0.000	0.0000	0.0000	
0.25	2.2E+00	0.039	0.001	2.1E+00	0.044	0.002	-0.001	0.0002	0.0002	1.474 2.8%
0.5	1.1E+00	0.190	0.007	1.0E+00	0.205	0.008	-0.007	0.0006	0.0006	1.042 13.6%
0.75	7.2E-01	0.357	0.014	6.9E-01	0.379	0.015	-0.014	0.0008	0.0008	0.851 23.0%
1	5.4E-01	0.511	0.020	5.2E-01	0.537	0.021	-0.020	0.0010	0.0010	0.737 30.1%
1.5	3.6E-01	0.771	0.030	3.5E-01	0.801	0.031	-0.030	0.0012	0.0012	0.602 39.7%
2	2.7E-01	0.981	0.038	2.6E-01	1.014	0.039	-0.038	0.0013	0.0013	0.521 46.2%
2.5	2.2E-01	1.156	0.044	2.1E-01	1.191	0.046	-0.044	0.0014	0.0014	0.466 50.9%
3	1.8E-01	1.305	0.050	1.7E-01	1.342	0.052	-0.050	0.0014	0.0014	0.425 54.5%
3.5	1.6E-01	1.436	0.055	1.5E-01	1.473	0.057	-0.055	0.0014	0.0014	0.394 57.4%
4	1.4E-01	1.551	0.060	1.3E-01	1.589	0.061	-0.060	0.0015	0.0015	0.368 59.8%
4.5	1.2E-01	1.655	0.064	1.2E-01	1.694	0.065	-0.064	0.0015	0.0015	0.347 61.8%
5	1.1E-01	1.749	0.067	1.0E-01	1.788	0.069	-0.067	0.0015	0.0015	0.329 63.5%
5.5	9.9E-02	1.835	0.071	9.4E-02	1.874	0.072	-0.071	0.0015	0.0015	0.314 65.1%
6	9.0E-02	1.914	0.074	8.7E-02	1.954	0.075	-0.074	0.0015	0.0015	0.301 66.4%
6.5	8.4E-02	1.987	0.076	8.0E-02	2.028	0.078	-0.076	0.0015	0.0015	0.289 67.6%
7	7.8E-02	2.056	0.079	7.4E-02	2.096	0.081	-0.079	0.0016	0.0016	0.278 68.7%
7.5	7.2E-02	2.120	0.082	6.9E-02	2.160	0.083	-0.082	0.0016	0.0016	0.269 69.6%
8	6.8E-02	2.180	0.084	6.5E-02	2.221	0.085	-0.084	0.0016	0.0016	0.260 70.5%
8.5	6.4E-02	2.237	0.086	6.1E-02	2.278	0.088	-0.086	0.0016	0.0016	0.253 71.3%
9	6.0E-02	2.290	0.088	5.8E-02	2.331	0.090	-0.088	0.0016	0.0016	0.246 72.1%
9.5	5.7E-02	2.341	0.090	5.5E-02	2.383	0.092	-0.090	0.0016	0.0016	0.239 72.9%
10	5.4E-02	2.390	0.092	5.2E-02	2.431	0.094	-0.092	0.0016	0.0016	0.233 73.4%
10.5	5.2E-02	2.436	0.094	4.9E-02	2.478	0.095	-0.094	0.0016	0.0016	0.227 74.0%
11	4.9E-02	2.480	0.095	4.7E-02	2.522	0.097	-0.095	0.0016	0.0016	0.222 74.5%
11.5	4.7E-02	2.523	0.097	4.5E-02	2.564	0.099	-0.097	0.0016	0.0016	0.217 75.1%
12	4.5E-02	2.563	0.099	4.3E-02	2.605	0.100	-0.099	0.0016	0.0016	0.213 75.6%
12.5	4.3E-02	2.602	0.100	4.2E-02	2.644	0.102	-0.100	0.0016	0.0016	0.208 76.0%
13	4.2E-02	2.640	0.102	4.0E-02	2.682	0.103	-0.102	0.0016	0.0016	0.204 76.5%
13.5	4.0E-02	2.676	0.103	3.8E-02	2.718	0.105	-0.103	0.0016	0.0016	0.201 76.9%
14	3.9E-02	2.711	0.104	3.7E-02	2.753	0.106	-0.104	0.0016	0.0016	0.197 77.3%
14.5	3.7E-02	2.745	0.106	3.6E-02	2.787	0.107	-0.106	0.0016	0.0016	0.193 77.6%
15	3.6E-02	2.778	0.107	3.5E-02	2.820	0.108	-0.107	0.0016	0.0016	0.190 78.0%
15.5	3.5E-02	2.809	0.108	3.4E-02	2.851	0.110	-0.108	0.0016	0.0016	0.187 78.3%
16	3.4E-02	2.840	0.109	3.2E-02	2.882	0.111	-0.109	0.0016	0.0016	0.184 78.7%
16.5	3.3E-02	2.870	0.110	3.1E-02	2.912	0.112	-0.110	0.0016	0.0016	0.181 79.0%
17	3.2E-02	2.899	0.111	3.1E-02	2.941	0.113	-0.111	0.0016	0.0016	0.179 79.3%
17.5	3.1E-02	2.927	0.113	3.0E-02	2.969	0.114	-0.113	0.0016	0.0016	0.176 79.5%
18	3.0E-02	2.954	0.114	2.9E-02	2.996	0.115	-0.114	0.0016	0.0016	0.174 79.8%
18.5	2.9E-02	2.981	0.115	2.8E-02	3.023	0.116	-0.115	0.0016	0.0016	0.171 80.1%
19	2.9E-02	3.007	0.116	2.7E-02	3.049	0.117	-0.116	0.0016	0.0016	0.169 80.3%
19.5	2.8E-02	3.032	0.117	2.7E-02	3.074	0.118	-0.117	0.0016	0.0016	0.167 80.6%
20	2.7E-02	3.056	0.118	2.6E-02	3.099	0.119	-0.118	0.0016	0.0016	0.165 80.8%
20.5	2.6E-02	3.081	0.118	2.5E-02	3.123	0.120	-0.118	0.0016	0.0016	0.163 81.0%
21	2.6E-02	3.104	0.119	2.5E-02	3.146	0.121	-0.119	0.0016	0.0016	0.161 81.3%
21.5	2.5E-02	3.127	0.120	2.4E-02	3.169	0.122	-0.120	0.0016	0.0016	0.159 81.5%
22	2.5E-02	3.149	0.121	2.4E-02	3.192	0.123	-0.121	0.0016	0.0016	0.157 81.7%
22.5	2.4E-02	3.171	0.122	2.3E-02	3.214	0.124	-0.122	0.0016	0.0016	0.155 81.9%
23	2.4E-02	3.193	0.123	2.3E-02	3.235	0.124	-0.123	0.0016	0.0016	0.154 82.1%
23.5	2.3E-02	3.214	0.124	2.2E-02	3.256	0.125	-0.124	0.0016	0.0016	0.152 82.2%
24	2.3E-02	3.234	0.124	2.2E-02	3.277	0.126	-0.124	0.0016	0.0016	0.150 82.4%

Timing of Influence on Big Wood River by Otis Booth Residence Trust Well Pumping



State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY -- FORWARD THE WHITE COPY TO THE DEPARTMENT