

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 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, 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

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

GARY SPACKMAN

Director

November 30, 2016

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

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 37-21259, 37-21261, AND 37-21263**

Dear Renter:

Please find enclosed a receipt in the amount of **\$71.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 4.2 acre-feet of water for irrigation of 1.2 acres during 2017. 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, 90% or \$64.26 of the rental fee will be paid to the lessor(s) and 10% or \$7.14 will be retained by the Department to offset administrative costs.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

Water Supply Bank

Enclosures: Receipt No. C102736
 Rental Agreement (copy)

c: Sascha Marston – Fiscal
 Corey Skinner – IDWR Southern Regional Office
 Kevin Lakey – State Water District No. 37
 Zach Latham – Brockway Engineering PLLC



State of Idaho

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 21, 2016

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

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOS. 37-21259, 37-21261 AND 37-21263

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

Dear Applicant:

In 2015 you applied to rent the above mentioned water right for multiple years. The Idaho Water Resource Board has extended the WSB Interim Ground Water Rental Policy (Interim Policy) for the Wood River Valley. The Department will automatically renew this rental to allow for another year. I have enclosed a Water Supply Bank Rental (WSB) Agreement for your review and signature.

A rental fee of \$71.40 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 4.2 acre-feet.

Please send a check for \$71.40 made payable to the Idaho Department of Water Resources, together with the signed rental agreement, within 14 days so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$64.26 of the rental fee will be paid to the lessor(s) and 10% or \$7.14 will be retained by the Department to offset administrative costs.

Please note that all rented water rights remain subject to priority date curtailment. Water Supply Bank Rental Agreements include a condition that the Director of IDWR may terminate your diversion of water if he determines there is not a sufficient water supply for the priority of the right or portion thereof being rented. If a water right is available for you to rent, your remittance of the fee for rental of the water right would not guarantee delivery of the full volume under the water right if the Director is required to issue a curtailment order.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,


Seth Budd
Water Supply Bank

Enclosure: WSB Rental Agreement

c: IDWR Front Desk
Zach Latham-Brockway Engineering PLLC

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 11/14/2016

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.

Thiel, Sandra

From: Zach Latham [zach.latham@brockwayeng.com]
Sent: Wednesday, November 09, 2016 1:37 PM
To: Thiel, Sandra
Subject: RE: 2017 Rentals

Sandy-

Robert Root would like to renew his rental of 37-2644D through the end of 2017.

The Ferguson Berman Trust of 1994 would like to renew the rental of the 2016 rented rights, through the end of 2017.

The Otis Booth Residence Trust would like to renew the rental of 37-21229, 37-21261 and 37-21263 through the end of 2017.

Please let me know if you require anything else in order for the renewals of these rentals to be processed.. Thanks again for your time and please let me know if any additional forms or information is required.

Zach Latham

Hydrologist
Brockway Engineering, P.L.L.C.
2016 Washington Street North, Suite 4
Twin Falls, ID 83301
t. 208-736-8543
c.208-721-2114
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.

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Monday, November 07, 2016 9:24 AM
To: Zach Latham
Subject: 2017 Rentals

Good morning Zach, I am reviewing rentals in the Wood River valley that requested water for more than one year. We carried over the rentals below from 2015 to 2016. I wanted to confirm that the renters want the water for the 2017 season.

The Otis Booth Residence Trust rented rights 37-21229, 37-21261 and 21263 to irrigate 1.2 acres. Can you confirm that the Trust is still interested in renting the water for another year?

Robert Root rented 37-2644D to irrigate 1 acre.

The Ferguson Berman trust of 1994 rented 12 rights to irrigate 6.3 acres.

Anthony and Judy D'Angelo rented 37-8499 for 2.1 acres

If any of the above are no longer interested in renting water, please let me know.

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881

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 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
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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.



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

GARY SPACKMAN
Director

October 15, 2015

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

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-21259, 37-21261, AND 37-21263**

Dear Renter:

Please find enclosed a receipt in the amount of **\$71.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 4.2 acre-feet of water for irrigation of 1.2 acres during 2016. 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, 90% or \$64.26 of the rental fee will be paid to the lessor(s) and 10% or \$7.14 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

 Sandra Thiel
Sr. Water Resource Agent

Enclosure(s): Receipt No. C101093
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Office
Kevin Lakey – State Water District No. 37
Zach Latham – Brockway Engineering PLLC



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 1, 2015

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

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-21259, 37-21261 AND 37-21263

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

Dear Applicant:

In 2015 you applied to rent the above mentioned water right for multiple years. The Idaho Water Resource Board has extended the WSB Interim Ground Water Rental Policy (Interim Policy) for the Wood River Valley. The Department will automatically renew this rental to allow for another year. I have enclosed a Water Supply Bank Rental (WSB) Agreement for your review and signature.

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If you have any questions, please contact me at (208) 287-4881.

Sincerely,

for

Sandra Thiel
Sr. Water Resource Agent

Enclosure(s): WSB Rental Agreement

c: IDWR Front Desk
Zach Latham-Brockway Engineering PLLC

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 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:

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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.

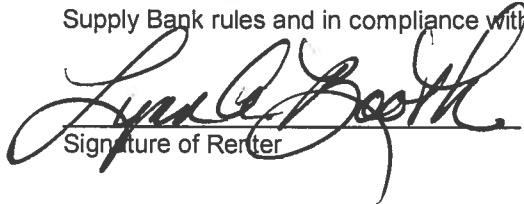
Detailed water right conditions are attached.

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  Date April 23, 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.



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

0.08 cfs total Irrigation 4/15 to 10/31

0.08 cfs total Irrigation 4/15 to 10/31

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.

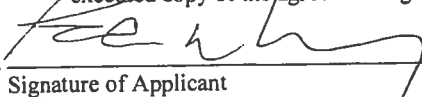
E. RENTAL TERM

- 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*

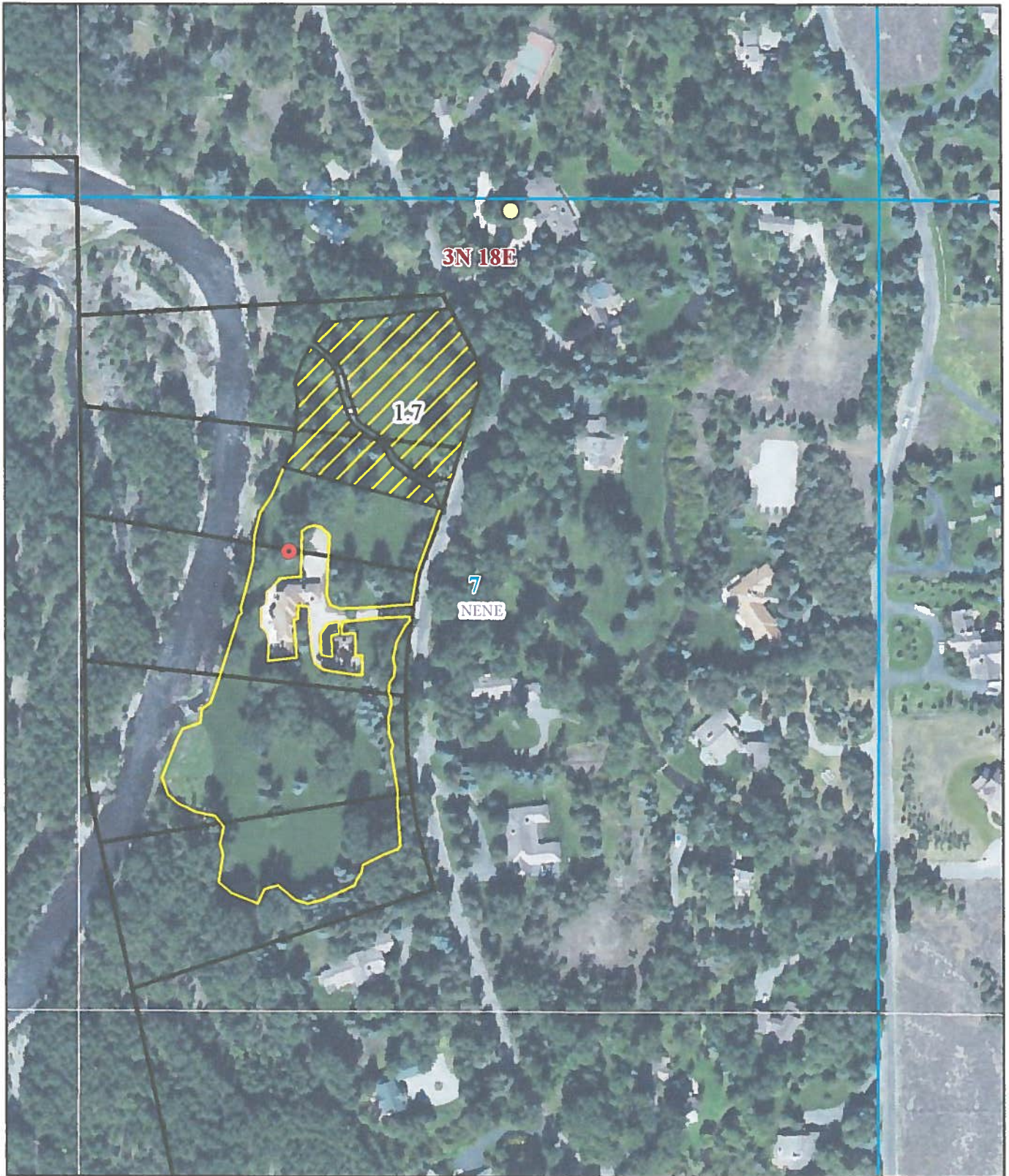
12/6/14
Date

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



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

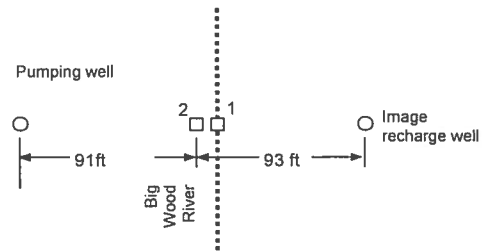
Trial T	14299.38 [ft ² /d]	<--- Vary Trial T until about equal to Calc T
Calc T	14299.38 [ft ² /d]	
Calc K	174.4 [ft/d]	

Estimation of Timing of Aquifer-Stream Interaction

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

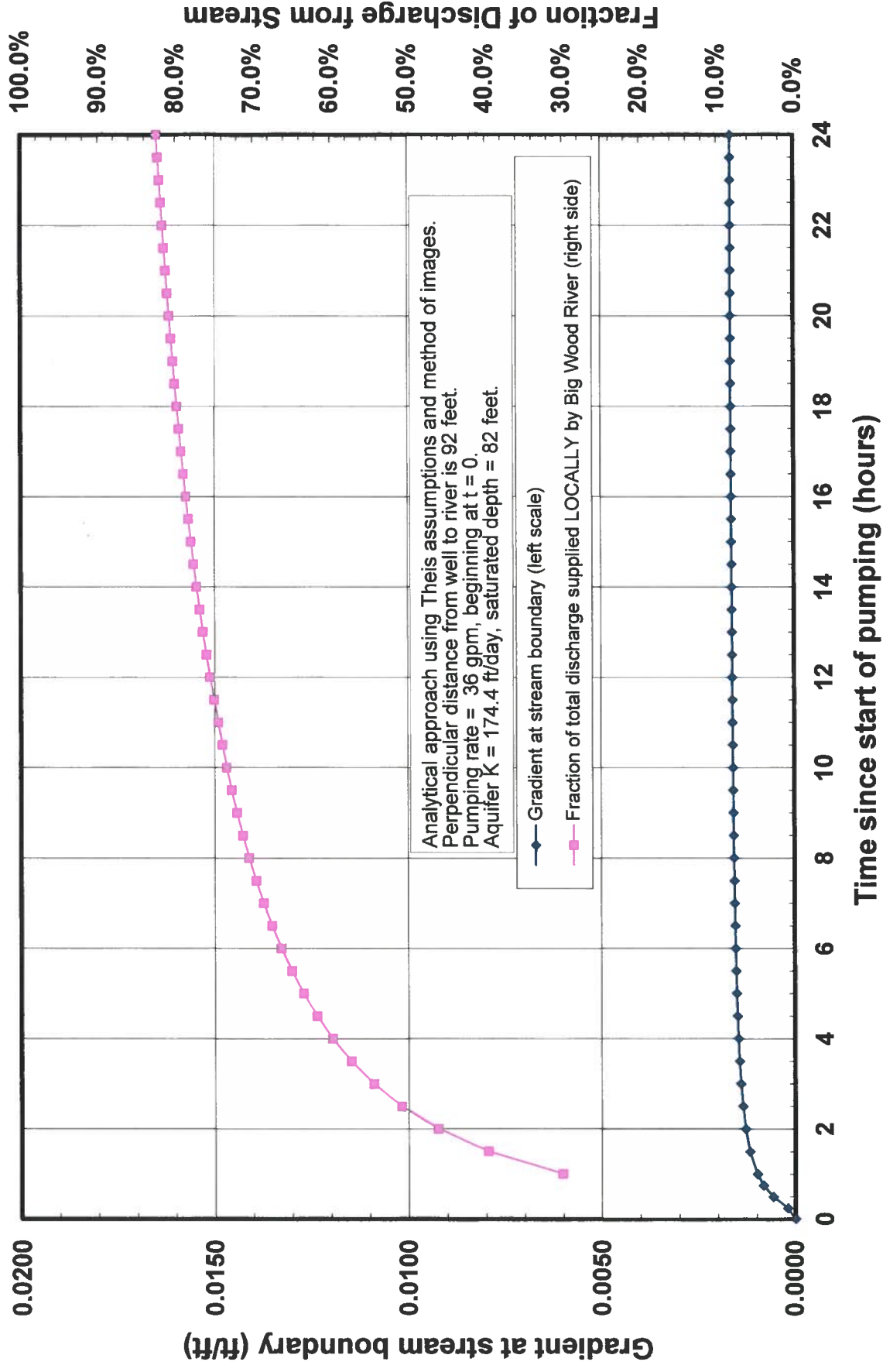
These assumptions apply.
Method of images used to estimate
gw gradient at stream boundary.

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



Time (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)	
	u	W(u)	z (feet)	u	W(u)	z (feet)	z (feet)	feet	Gradient	x'	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	72.8%		
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



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 24, 2015

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

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-21259, 37-21261 AND 37-21263**

Dear Renter:

Please find enclosed a receipt in the amount of **\$71.40** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 4.2 acre-feet of water for irrigation of 1.2 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, 90% or \$64.26 of the rental fee will be paid to the lessor(s) and 10% or \$7.14 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

for 
Sandra Thiel
Water Resource Agent Senior

Enclosure(s): Receipt No. C100343
Rental Agreement (copy)

c: Sascha Marston – Fiscal
Allen Merritt – IDWR Southern Regional Office
Kevin Lakey – State Water District No. 37
Zach Latham – Brockway Engineering



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 14, 2015

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

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 37-21259, 37-21261 AND 37-21263**

*****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, 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 \$71.40 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 4.2 acre-feet. In this case, payment for rental fees has been pre-paid by Brockway Engineering, therefore no payment needs to be made with this agreement.

Please return the signed rental agreement, within 14 days so I can complete processing. Pursuant to the Water Supply Bank Rules, 90% or \$64.26 of the rental fee will be paid to the lessor(s) and 10% or \$7.14 will be retained by the Department to offset administrative costs.

If you have any questions, please contact me at (208) 287-4881.

Sincerely,

For [Signature]

Sandy Thiel
Senior Water Resource Agent

Enclosure(s): WSB Rental Agreement

c: IDWR Front Desk
Zach Latham-Brockway Engineering PLLC

MEMORANDUM

TO: Sascha Marston
FROM: Jennifer Strange
DATE: April 13, 2015
RE: **Refund: WSB Rental Agreement**

Please refund \$428.60. From the \$500 paid, \$64.26 should be owner share and \$7.14 should be department share.

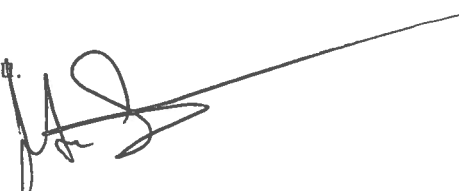
NAME: BROCKWAY ENGINEERING PLLC

ADDRESS: 2016 N WASHINGTON ST STE 4
TWIN FALLS ID 83301

RECEIPT #:C099709

Thank you.

Jennifer





0 75 150 300 Feet

THE OTIS BOOTH RESIDENCE TRUST
WATER BANK RENTAL 1.2 AC. FROM
37-21259, 37-21261, & 37-21263
NAIP 2013 AERIAL

Legend

- Ricktor Well
- Trust Well
- Parcels
- twnshp
- Sections
- 37-21259, 21261, 21263
- Irrigation 2014=5.8ac.
- ladesec

MEMORANDUM

To: Water Right File No(s). 37-21259, 37-21261 and 37-21263
From: Sandra Thiel
Date: April 9, 2015
Re: Review of water supply bank rental application

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.

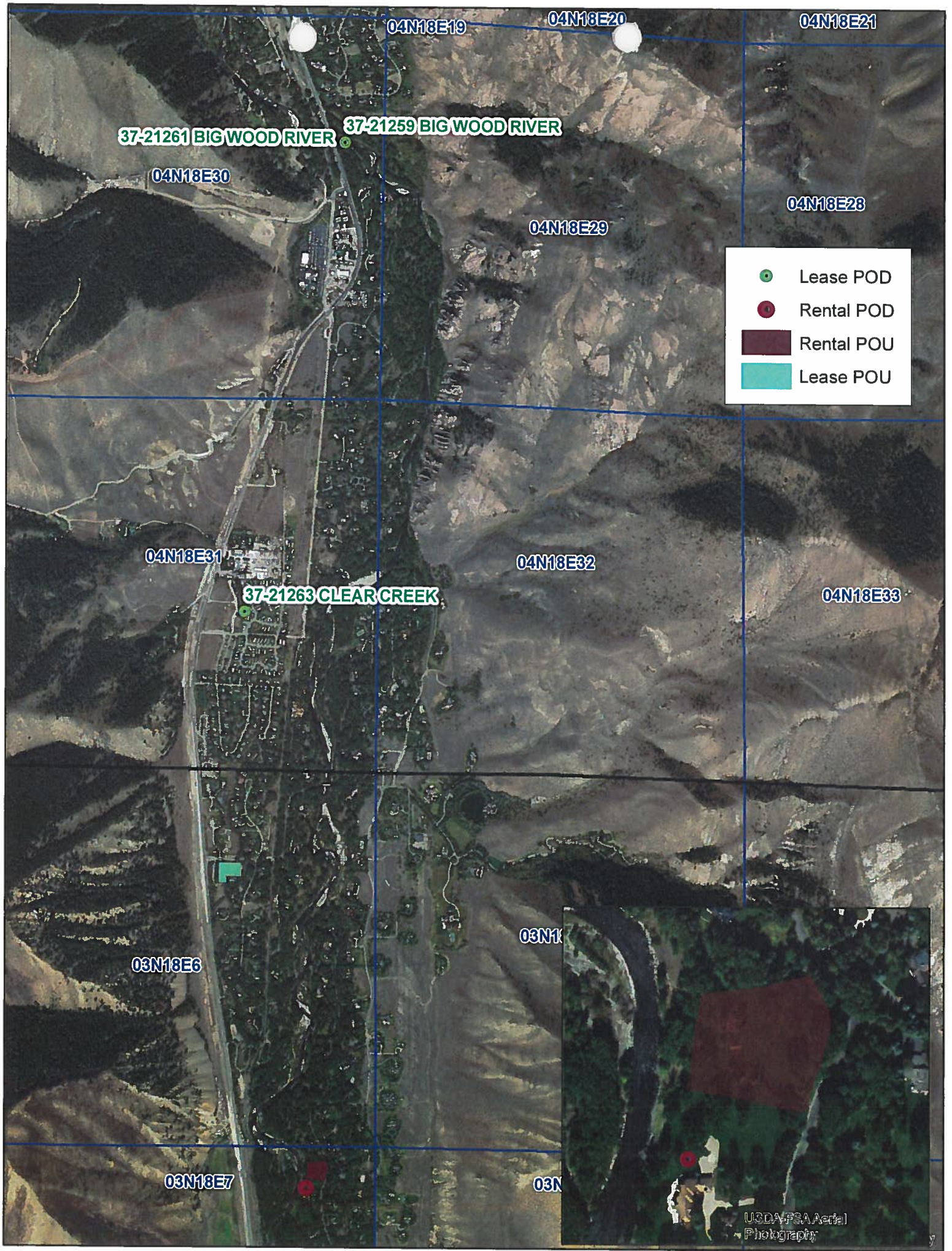
INJURY TO OTHER WATER RIGHTS: Both the rental and lease points of diversion fall within the Ketchum Zone of the WSB Interim Ground Water Rental Policy for the Wood River Valley (WSBIGWRP).

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.



04N18E19

04N18E20

04N18E21

37-21261 BIG WOOD RIVER

37-21259 BIG WOOD RIVER

04N18E30

04N18E28

04N18E29

04N18E31

04N18E32

37-21263 CLEAR CREEK

04N18E33

03N18E6

03N18E7

03N18E7

03N18E8

USDA-FSA Aerial
Photography

Thiel, Sandra

From: Kevin Lakey [watermanager@cableone.net]
Sent: Wednesday, April 01, 2015 1:35 PM
To: Thiel, Sandra
Subject: RE: rental

Sandra,
I have no concerns about this application.

Kevin Lakey
Water District 37

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Monday, March 30, 2015 2:04 PM
To: Kevin Lakey
Subject: rental

Hello, the attached rental proposal is for the Otis Booth property we discussed last week. Please let me know if you have any concerns about this. Thanks for all of your help.

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov

Thiel, Sandra

From: Merritt, Allen
Sent: Monday, March 30, 2015 3:10 PM
To: Thiel, Sandra
Subject: RE: rental

I do not see an issue if conditioned to protect the IWRB minimum-stream rights.
Allen

From: Thiel, Sandra
Sent: Monday, March 30, 2015 2:03 PM
To: Merritt, Allen
Subject: rental

Hello, the attached rental proposal is for the Otis Booth property we discussed last week. Please let me know if you have any concerns about this. Thanks for all of your help.

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov



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

NOTICE OF RESIGNATION OF TRUSTEE

BOOTH RESIDENCE TRUST

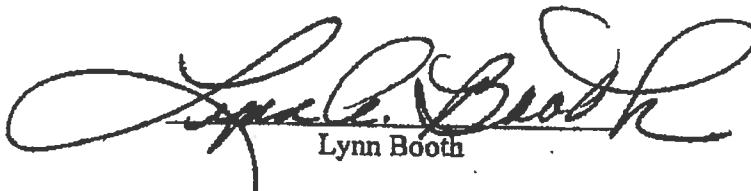
The undersigned trustee of the Booth Residence Trust, UAD March 19, 2002, hereby resigns as trustee of said trust in favor of Lynn Booth, Loren Booth and Palmer Murray, who are designated successor trustees under paragraph 10.1 of the trust instrument, effective thirty days after the service or mailing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

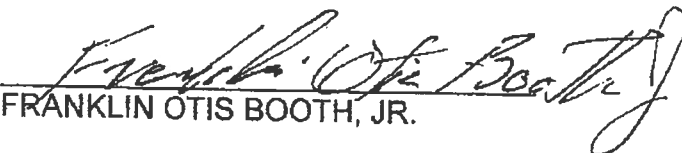
ARTICLE 16

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)

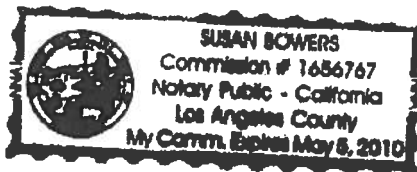
On February 8, 2008, before me, Susan Bowers, personally appeared FRANKLIN OTIS BOOTH, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by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



Thiel, Sandra

From: Thiel, Sandra
Sent: Thursday, March 26, 2015 4:24 PM
To: 'Zach Latham'
Subject: RE:
Attachments: BoothTrustLetter.pdf

Sorry for a second email. The attached is the updated letter. I will mail it tomorrow.

From: Zach Latham [<mailto:zach.latham@brockwayeng.com>]
Sent: Thursday, March 26, 2015 4:05 PM
To: Thiel, Sandra
Subject: RE:

Sandy,

I don't think the Blaine County GIS tax lot shapefile allows more than a couple of owners. I will get the documentation that authorizes him to sign for the Trust. Thank you.

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.

From: Thiel, Sandra [<mailto:Sandra.Thiel@idwr.idaho.gov>]
Sent: Thursday, March 26, 2015 4:01 PM
To: Zach Latham
Subject:

Hello Zach, According to the taxlot data the property at the rental place of use is owned by Lynn Allan Booth Co-Trustee and Loren Booth Co-Trustee. There is no mention of Palmer Murray. Do you have documentation that authorizes him to sign for the Trust?

Sandra Beer Thiel
Idaho Department of Water Resources
322 East Front Street
Boise, Idaho 83720-0098
(208)287-4881
sandra.thiel@idwr.idaho.gov



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

DEC 17 2014

DEPARTMENT OF
WATER RESOURCES

December 15th, 2014

Cherie Palmer
Idaho Water Supply Bank
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Water Supply Bank Rental; 37-21259, 37-21261 and 37-21263 for The Otis Booth Residence Trust.

Dear Cherie,

On behalf of The Otis Booth Residence Trust (Trust), Brockway Engineering is submitting a water supply bank (WS) rental application for rental of all of 37-21259, 37-21261 and 37-21263. All three water rights in combination allow diversion of 0.08 cfs, the irrigation of 1.7 acres, and are currently leased to the WSB through the end of 2018. The source for 37-21259 and 37-21261 is the Big Wood River (BWR) while the source for 37-21263 is Clear Creek, a historic tributary to the Big Wood River. Both BWR water rights have a point of diversion (POD) that is more than two miles upstream from the proposed point of diversion on the rental application. Rental of 37-21263 is sought due to the combined diversion and irrigated acre limits with all three water rights, but diversion of this water right is not proposed as Clear Creek does not flow into the Big Wood River. Subsequently, diversion of 37-21259 and 37-21261 at the proposed place of use is not anticipated to impact an existing minimum in-stream flow water right or create an expansion in consumptive use, therefore allowing processing of the rental application to occur.

The proposed POD associated with this rental application is an existing 8" domestic well on the Trust's property. The well is located approximately 92' east of the BWR on the Trust's property (see attached map). An attached stream depletion analysis concluded that approximately 82% of the proposed pumping from the Trust's well would originate from the BWR within a 24 hour period, exceeding the 50% in 24 hour criteria set forth in IDWR Transfer Processing Memo No. 24. Specifics of the analysis including methodology aquifer parameters, pumping rate and well attributes are outlined in the analysis. This same analysis was submitted to and accepted by IDWR in transfer no. 79140, approved in April of 2014, among a number of others approved within the last 5 years.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

Currently, the Trust has been involved with IDWR notice of violation E2014-691 in which the property was found to be over irrigating by 5.3 acres. Approval of this rental application will allow 1.7 acres of irrigation and will bring the authorized irrigated area up to 1.7 acres on the property excluding a domestic exemption. The trust is working towards securing an additional 3.6 acres of irrigation in order to comply with NOV E2014-691.

Also enclosed is a check for \$500.00 to cover the cost of the rental application. Please copy our office on all correspondence regarding this water supply bank rental application. Thank you for your assistance and if you have questions or comments, please don't hesitate to call.

Sincerely,



Zach Latham, M.S., Hydrologist

Enclosures:

- (1) Water Supply Bank Rental Application
- (1) Water Supply Bank Rental Map
- (1) Stream Depletion Analysis
- (1) William T. Ricktor Domestic Well Log
- (1) Brockway Engineering Check # 12360

Cc: The Otis Booth Residence Trust