

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

RECEIVED
APR 22 2014
DEPARTMENT OF
WATER RESOURCES

This is to certify that: **NFS HOLDINGS LLC**
PO BOX 829
NORTH PLATTE NE, 69103
(308) 534-2100
tlucas@nlmb.com

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Acre Limit</u>	<u>Total Rented Acres</u>
13-2092	0.08 CFS	14.0 AF	NA	NA
13-2179	0.01 CFS	1.0 AF	NA	NA
Combined				
Rental Totals:	0.09 CFS	14 AF*	NA	NA

*This rental is limited to a total combined annual diversion volume of 10.0 AF

Term of Rental: **April 1, 2014 to December 31, 2014**
 April 1, 2015 to December 31, 2015
 April 1, 2016 to December 31, 2016
 April 1, 2017 to December 31, 2017
 April 1, 2018 to December 31, 2018

Rental Fee: **\$23.80 annually 2014 through 2017**
 \$28.00 for 2018

The total fee for rental of the above-described water is \$238 for 2014 through 2017. The fee for 2018 will be 28.00. Per a private agreement with the lessor, the renter is required to pay the Department only the 10% administrative fee of **\$23.80** for 2014 through 2017 and **\$28.00** for 2018. An annual payment shall be received by the Department prior to April 1, the beginning of the irrigation season, each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

Detailed water right specific limitations and conditions are attached.

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:



Signature of Renter

Ty Lucas, Authorized Signer

Printed Name and Title*

4/7/14

Date

Signature of Renter

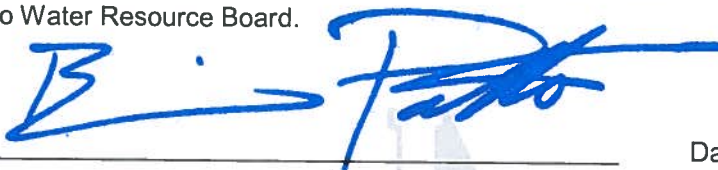
Printed Name and Title*

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 satisfies 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 conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

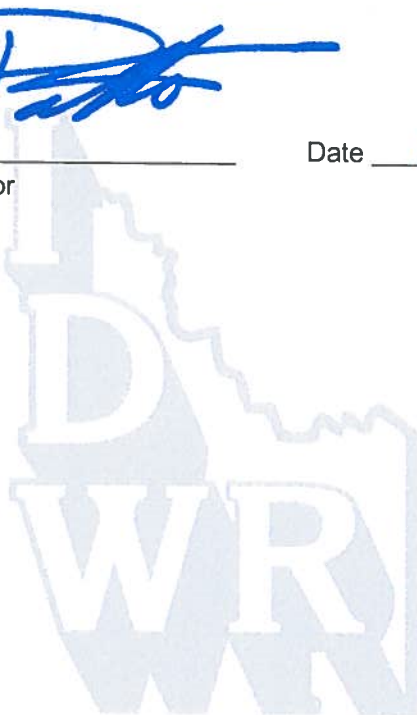
By



BRIAN PATTON, Acting Administrator
Idaho Water Resource Board

Date

April 23, 2014



**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 13-2092**

The 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 below:

Renter: **NFS HOLDINGS LLC**
 PO BOX 829
 NORTH PLATTE NE, 69103
 (308) 534-2100
 tlucas@nlmb.com

Priority Date: 11/28/1919

Source: CUB RIVER

Tributary to: BEAR RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
RECREATION STORAGE	04/01	to 11/01		14 AF*
DIVERSION TO STORAGE	04/01	to 11/01	0.08 CFS	14 AF*
		Total:	0.08 CFS	14 AF*

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

CUB RIVER

SENE

Sec. 30, Twp 16S, Rge 40E, FRANKLIN County

RENTER'S PLACE OF USE: RECREATION STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16S	40E	29														X	X		

Total Acres: N/A

Acre limit within place of use described: NA

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation to 4.0 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
11. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
12. Use of water under this agreement will be regulated by a watermaster 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 Nos. 11 and 13A.
13. *The rental of Right Nos. 13-2092 and 13-2179 is limited to an annual diversion volume of 10.0 AF.



**WATER SUPPLY BANK RENTAL AGREEMENT
WATER RIGHT NO. 13-2179**

The 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 below:

Renter: NFS HOLDINGS LLC
PO BOX 829
NORTH PLATTE NE, 69103
(308) 534-2100
tlucas@nlmb.com

RECEIVED

APR 22 2014

**DEPARTMENT OF
WATER RESOURCES**

Priority Date: 6/1/1954

Source: CUB RIVER

Tributary to: BEAR RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
RECREATION STORAGE	04/01	to 11/01		1.0 AF*
DIVERSION TO STORAGE	04/01	to 11/01	0.01 CFS	1.0 AF*
		Total:	0.01 CFS	1.0 AF*

LOCATION OF POINT(S) OF DIVERSION:

CUB RIVER SESW Sec. 20, Twp 16S, Rge 40E, FRANKLIN County

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	
16S	40E	29														X	X		

Total Acres: NA

Acre limit within place of use described: NA

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. The water rented under this agreement is appurtenant to irrigation to 0.1 acres.
3. 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.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. 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.
7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

8. 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.
9. 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.
10. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
12. The renter must diligently pursue a permanent water right to provide for the uses authorized under this rental agreement.
13. Use of water under this agreement will be regulated by a watermaster 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 Nos. 11 and 13A.
14. *The rental of Right Nos. 13-2092 and 13-2179 is limited to an annual diversion volume of 10.0 AF.



STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKRECEIVED
FEB 27 2014
DEPARTMENT OF
WATER RESOURCES

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) NFS HOLDINGS LLCMailing Address PO BOX 829, NORTH PLATTE, NE 69103Phone 308 534 2100Email tlucas@nlmb.com

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
9.85 recreation/storage 04/01 to 11/01
to
to

Total: _____

2. Source of water Cub River tributary to Bear River

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
16S	40E	30		SE	NE		FRANKLIN

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	
16S	40E	29				40					20			20	40	40	40	40	160

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

Total Acres 240

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. FRANKLIN CUB RIVER PUMPING COMPANY RENTER IS OWNER OF STOCK IN COMPANY

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.

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.
WATER IS PUMPED FROM CUB RIVER AND DELIVERED BY DITCH TO PLACE OF USE
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.

3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. FRANKLIN MAPLE CREEK PIONEER IRRIGATION COMPANY
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. THE WATER WILL BE USED TO MAINTAIN MORRISON RESEVOIR, NKS LEGACY LAKE, AS NECESSARY TO COMPENSATE FOR ANNUAL EVAPORATION AND SEEPAGE. THER MAY BE SOME USE AS IRRIGATION FOR LAWNS AND CROPS.
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. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

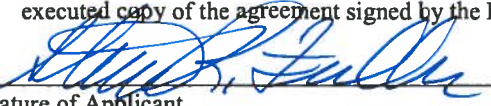
E. RENTAL TERM

- 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. 5

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

STEVEN R. FULLER, Attorney for Renter
Printed Name and Title*

02/24/14
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





Legend

- Pipeline/Ditch
- Irrigation Source
- Lake
- Pipeline

Figure 1
Legacy Ranch Development
Existing Conditions



0 250 500 1,000 1,500 2,000 Feet



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 23, 2014

NFS HOLDINGS LLC
PO BOX 829
NORTH PLATTE NE 69103

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 13-02092 AND 13-02179**

Dear Renter:

Please find enclosed a receipt in the amount of **\$123.20** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 14 acre-feet of water for Recreation Storage and Diversion to Storage during **2014 through 2018**. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

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

If you have any questions, please contact me at (208) 287-4879.

Sincerely,

Sandra Thiel
Water Resource Planner

Enclosure(s): Receipt No. C098720
Rental Agreement (copy)

c: Sascha Marston – Fiscal
James Cefalo – IDWR Eastern Regional Office
Josh Hanks – State Water District No. 11
Kirk Iverson – State Water District No. 13A
Steven R Fuller – Fuller & Fuller PLLC
Liz Cresto - IDWR State Office



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 15, 2014

FRANKLIN CUB RIVER PUMPING CO
PO BOX 311
PRESTON ID 83263

RE: WATER SUPPLY BANK LEASE CONTRACT FOR RIGHTS 13-02092 & 13-02179

Dear Lessor:

Water Rights 13-02092 and 13-02179 were leased into the Water Supply Bank on January 1, 2014 in accordance with the executed original Lease Contract enclosed. **Your water rights as described on the Lease Contract are considered leased into the Bank and should remain unused until they are formally released from the Bank.**

The rights will automatically be released from the Bank on **December 31, 2018**, unless the rights are released earlier by the Board, or upon your request. **Please note your rights may not be available for immediate release if they have been rented.** To release the right from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available from our public website at www.idwr.idaho.gov.

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

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

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

Sincerely,

Clay Webster

Technical Records Specialist

Enclosure: Executed Lease Contract

c: Steven R Fuller – Fuller & Fuller PLLC
James Cefalo- IDWR Eastern Regional Office
Kirk Iverson – Watermaster District 13A
Josh Hanks – Watermaster District 11



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
April 17, 2014

C.L. "BUTCH" OTTER
Governor

NFS HOLDINGS LLC
PO BOX 829
NORTH PLATTE NE 69103

**RE: REQUEST FOR RETURN OF SIGNED RENTAL AGREEMENT AND PAYMENT FOR
WATER RIGHT(S) 13-02092 & 13-02179**

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

Dear Applicant:

The Department of Water Resources ("department") mailed a **Water Supply Bank Rental Agreement ("agreement")** for your review and signature on April 1, 2014. The signed agreement and rental fee has not been returned to the department.

Please sign the rental agreement and return it with the rental payment in the amount of \$23.80 within ten (10) days of this letter to complete processing. Diversion and use of the water right(s) is not authorized under the proposed agreement until it has been signed by both the renter and the department. Any use associated with your proposed rental request before it has been executed is considered unauthorized and, if occurring, will be subject to any necessary enforcement action.

If the signed rental agreement and fee is not received by the department within the 10-day period, the rental application will be returned, and the proposed rental right(s) made available for other rental applicants. You can reapply to rent water from the Bank again in the future by submitting a new rental application form that will be processed in turn with other pending applications.

If you have questions regarding this matter, please contact me at 287-4879.

Sincerely,

Sandra Thiel
Water Resource Planner

c: Allen Merritt IDWR Southern Region Manager
Steven R. Fuller – Fuller & Fuller PLLC



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 1, 2014

NFS HOLDINGS LLC
PO BOX 829
NORTH PLATTE NE 69103

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S) 13-02092 AND 13-02179**

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

Dear Applicant:

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

A rental fee of \$238 was calculated based on the current rental rate of \$17.00 per acre-foot times a diversion volume of 14 acre-feet. In 2018 there will be a rate increase to \$20.00 per acre-foot. Therefore the calculated rental rate for 2018 will be \$280.00. Since you have a private agreement with the lessor of the right(s) **you are only obligated to pay the 10% administrative fee or \$23.80 annually 2014 through 2017 and \$28.00 in 2018.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to April 1 in all subsequent years for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.>

Please send a check for \$23.80 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have any questions, please contact me at (208) 287-4879.

Sincerely,

Sandra Thiel
Water Resource Planner

Enclosure(s)

c: IDWR Front Desk
Steven R. Fuller – Fuller & Fuller PLLC

MEMORANDUM

To: Water Right File No(s): 13-2092 and 13-2179

From: Clay Webster and Sandra Thiel

Date: March 10, 2014

Re: Review of Applications Rent Water Rights through State Water Supply Bank

PURPOSE/NARRATIVE: According to existing memos we have received these lease/rental applications several times; April 8, 2008; December 24, 2009; June 27, 2011. This application packet is the result of an agreement between Franklin Maple Creek Pioneer Irrigation Co (lessor) and NFS Holdings LLC (renter). Franklin Cub River is leasing irrigation water into the Bank and NFS Holdings LLC is renting the water for storage. Previous rental applications were submitted by Maple Leaf Investments. I emailed the attorney of record requesting information about the change.

The pond has been in existence for quite some time. Water rented under rights 13-43, 13-44, 13-45 and 13-46 provided water for the initial fill. This lease/rental will provide maintenance of the pond level. The permanent storage right is an application for permit (13-7694) currently before the Department.

The rental application received on February 27, 2014 included an irrigation component, under question A4, for 240 acres. Under question D4 the applicant states 'there may be some use as irrigation for lawns and crops.' I talked to Steven Fuller in the afternoon of March 13, 2014. Mr. Fuller stated that he was trying to duplicate what had been done on previous rental applications for the same water. He indicated that the water will be used just for evaporation and seepage, or maintenance of the lake. He said that Morrison Reservoir is now called Legacy Lake.

AUTHORITY TO FILE: The application was signed by Steven R. Fuller, attorney for Franklin Cub River Pumping Co, and Steven R. Fuller attorney for NFS Holdings.

WATER RIGHT VALIDITY: These rights were licensed in March 1921 and May 1927. Aerial imagery of the proposed lease area shows irrigation occurred in 2004. The applications were received first in 2008, so five years would not have elapsed prior to the first application filing.

INJURY TO OTHER WATER RIGHTS: No injury is apparent.

ENLARGEMENT OF USE: No enlargement is evident. The rental does authorize a change in nature of use from irrigation to storage. The lessor put 29 Acres into the WSB and the rental is for 14 AF (4 acres at 3.5 AF/ac/yr and limited to the consumptive volume of 10 AF. Therefore,

the renter will be paying for the full headgate volume of the irrigation right, but they will be limited to the consumptive volume to avoid enlargement

LOCAL PUBLIC INTEREST:

Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES:

The leases and rental appear to be consistent with conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right(s) are subject to Water Districts 11 and #13A. The water master from water district 11 responded saying that he had no comments on the lease/rental (see attachment). The water master from 13A did not respond. Comments were also solicited from IDWR's Eastern regional office. None were received.

Thiel, Sandra

From: watermasterdist11@gmail.com on behalf of Josh Hanks [watermaster@bearriveridaho.com]
Sent: Friday, March 14, 2014 9:42 PM
To: Thiel, Sandra
Subject: Re: FW: Water supply bank lease / rental rights 13-2092 and 13-2179

I have no comments concerning this lease or rental package.

Thanks,
Josh Hanks
Water master
District 11

On Mar 13, 2014 11:50 AM, "Thiel, Sandra" <Sandra.Thiel@idwr.idaho.gov> wrote:

Hello, The attached files have information about a lease/rental package received by the Department. Franklin Cub River is leasing irrigation water into the Bank and NFS Holdings LLC (formerly Maple Leaf Investments?) is renting the water for storage. The place of use for the lease and rental are shown in the attached pdf. Both parties have been participating in the bank since 2008. The leased irrigation water is being used by the renter to maintain a pond. If possible could you provide comments by Thursday, March 27th? Please let me know if you need any other information. Thanks.

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: Thiel, Sandra
Sent: Thursday, March 13, 2014 11:51 AM
To: 'FARMERKIRK@HOTMAIL.COM'; 'WATERMASTERDIST11@GMAIL.COM'
Subject: FW: Water supply bank lease / rental rights 13-2092 and 13-2179
Attachments: LeaseRental.pdf; Review Memo.docx

Hello, The attached files have information about a lease/rental package received by the Department. Franklin Cub River is leasing irrigation water into the Bank and NFS Holdings LLC (formerly Maple Leaf Investments?) is renting the water for storage. The place of use for the lease and rental are shown in the attached pdf. Both parties have been participating in the bank since 2008. The leased irrigation water is being used by the renter to maintain a pond. If possible could you provide comments by Thursday, March 27th? Please let me know if you need any other information. Thanks.

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: Thiel, Sandra
Sent: Thursday, March 13, 2014 11:31 AM
To: Cefalo, James
Subject: Water supply bank lease / rental rights 13-2092 and 13-2179
Attachments: LeaseRental.pdf; Review Memo.docx

Tracking:	Recipient	Delivery
	Cefalo, James	Delivered: 3/13/2014 11:31 AM

Hi James, The attached files have information about a lease/rental package. They have been participating in the bank since 2008 and are using irrigation water to maintain a pond. The renters filed an application, 13-7694, for ongoing storage in the pond. Do you know the status of that application? It doesn't show as active in information search. They were supposed to file a transfer to cover the diversion to storage component of the pond. I don't find anything that says they did file a transfer. Please let me know if you need any other information. Thanks.

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



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for NFS HOLDINGS LLC](#)]

NFS HOLDINGS LLC

PO BOX 829
NORTH PLATTE, NE 69103

Type of Business: LIMITED LIABILITY COMPANY

Status: EXISTING, ANREPT SENT 03 Dec 2013

State of Origin: NEBRASKA

Date of 06 Feb 2012

Origination/Authorization:

Current Registered Agent: STEVEN FULLER
24 N STATE ST
PRESTON, ID 83263

File Number: W110814

Date of Last Annual Report: 17 Dec 2013

Original Filing:

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Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov

No. W 110814	Due no later than Feb 28, 2014 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		STEVEN FULLER 24 N STATE ST PRESTON ID 83263			
	NFS HOLDINGS LLC KIMBERLY A SCHROLL PO BOX 829 NORTH PLATTE NE 69103		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MANAGER	MICHAEL B JACOBSON	1400 S. DEWEY	NORTH PLATTE	NE	USA	69101
5. Organized Under the Laws of:		6. Annual Report must be signed.*				
NE W 110814		Signature: Kimberly A. Schroll			Date: 12/17/2013	
		Name (type or print): Kimberly A. Schroll			Title: Evp	
Processed 12/17/2013		* Electronically provided signatures are accepted as original signatures.				

FULLER & FULLER, PLLC
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STEVEN R. FULLER*
LYLE J. FULLER*

*Also Member of Utah Bar

Steven R. Fuller
sfuller@fullerlawonline.com

RECEIVED
FEB 27 2014
DEPARTMENT OF
WATER RESOURCES

Telephone: (208) 852-2680
Fax: (208) 852-2683

Lyle J. Fuller
LFuller@fullerlawonline.com

February 25, 2014

TO:

ATTN: Remington Buyer
Idaho Dept. Of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Please Note:

This form letter is used to expedite communications. You need direct your attention **only** to the items marked.

RE: Franklin Cub River Pumping Co./Water Supply Bank

_____ Enclosed is information/pleadings relating to the above matter.

_____ For your information.

_____ Please review and file in your records.

_____ Please record in the county records and return.

_____ Please file in the court record of the above case.

_____ Please review and call us to discuss over the telephone.

_____ Please sign and return.

_____ Enclosed are documents for your records

Enclosures:

1. Application to Rent Water from the Water Supply Bank.