

STATE OF NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES  
APPLICATION FOR A PERMIT TO APPROPRIATE WATER

Complete items 1 through 10 by printing in ink or typing the appropriate information and by placing an X in the appropriate box.

For Department Use Only

1. Name and address of owner of land under proposed project. Names must be exactly as described on the deed or document transferring ownership of property. Landowner must sign the application.

Twin Platte Natural Resources District  
Attn: Kent O Miller  
PO Box 1347  
North Platte NE 69103-1347

E-mail address: komiller@tpnrd.org Telephone No. (308) 535-8080

2. Name, address, and telephone number of applicant if different than landowner.

E-mail address: \_\_\_\_\_ Telephone No. ( ) \_\_\_\_\_

Filed in the office of the Department of

Natural Resources at 8:44 a.m./p.m.

on May 4, 2020

Application No. A-19708

Map No. \_\_\_\_\_

Water Division 1-A

Receipt No. 5297 Amount \$10.00

Right ID 13806

- 3a. A permit is sought to:

☒ Use natural flow ☐ Use impounded water\*

- 3b. A permit is sought for the purpose of:

☐ Irrigation ☐ Manufacturing ☐ Domestic  
☒ Other Recharge to enhance river flow  
☐ Temporary\*\*

- 4a. Identify the source of water (name of stream or reservoir).

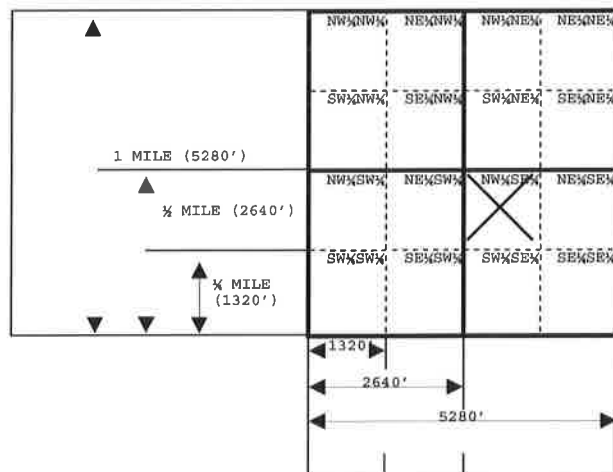
North Platte River

- 4b. If applicable, identify the facility name for transporting water from the source (portable pump, name of canal or pipeline).

Paxton-Hershey Irrigation Canal

5. Identify the location of the ☒ Headgate ☐ Pump

Section 18, Township 14 North, Range 30 E ☐ W ☒ County Keith



The box at left represents one square mile (section). Place an X within each appropriate 40-acre tract to indicate the location(s) of each headgate or pump.

If applicable, indicate the height, in feet, of any diversion or check dams on the line below.

\* A separate permit to impound water must be obtained.

\*\* A temporary permit may be granted for a maximum of one year.

6. If applicable, identify the location of lands by 40-acre subdivisions that will be irrigated.

LEGAL SUBDIVISIONS	Sec.	Twp.	Rge.	No. of Acres	LEGAL SUBDIVISIONS	Sec.	Twp.	Rge.	No. of Acres
					TOTAL NUMBER OF ACRES TO BE IRRIGATED:				0.0

☐ Enclosed is an aerial photograph that I have marked to show the approximate location of land to be irrigated as described above.

7. State the approximate quantity of water desired for

appropriation. 102.78

☐ Gallons per minute

☒ Cubic feet per second

☐ Acre-feet (impounded water)

8a. State the estimated time required for completion of all water diversion facilities.

Existing/Completed

8b. State the earliest date when water will have been used for beneficial purposes.

April 2020

9. Will this project be constructed under a federal program, receive federal funding, or have federal planning assistance?



No



Yes

If yes, explain: \_\_\_\_\_

10. I certify that am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

4/20/2020

Date

  
Signature of owner or owner's authorized agent (with proper documentation)

A final project map may accompany this application or must be filed within six months following departmental approval of this application, drawn in accordance with NAC Title 457 – Rules for Surface Water, Chapter 10, (<http://dnr.nebraska.gov/swr/surface-water-rules>). At the request of the applicant, the Department will assist with preparation of the project map.

This form must be completed in full. An incomplete or defective application will be returned with 90 days being allowed for resubmission. Failure to resubmit a corrected application within this period shall cause dismissal of the application and consequent loss of priority and fees.

A non-refundable filing fee, payable to the Department of Natural Resources, computed from the table below must accompany this application. Forward this application and applicable fees to:

State of Nebraska  
Department of Natural Resources  
301 Centennial Mall South / P.O. Box 94676  
Lincoln, Nebraska 68509-4676  
(402) 471-2363

Nature of Use	Cost
Domestic .....	\$10
Agricultural	
Irrigation from Stream	
0-1,000 acres .....	\$200
Each additional 1,000 acre unit .....	\$100
or portion thereof in excess of the first 1,000 acre unit	
Irrigation from Storage Reservoir	
0-1,000 acres .....	\$50
or portion thereof in excess of the first 1,000 acre unit	
Each additional 1,000 acre unit .....	\$25
or portion thereof in excess of the first 1,000 acre unit	

Nature of Use	Cost
Manufacturing	
General .....	\$10
Power Generation for each theoretical 50 horsepower .....	\$5
Other .....	\$10

## LEASE AGREEMENT

This Canal/Lateral Lease Agreement is made and entered into this 24<sup>th</sup> day of March, 2015, between the Twin Platte Natural Resources District ("TPNRD"), a political subdivision of the State of Nebraska, and the Paxton - Hershey Irrigation District ("Irrigation District"), a political subdivision of the State of Nebraska, collectively referred to as the "Parties."

### RECITALS

WHEREAS, TPNRD is a political subdivision of the State of Nebraska, duly authorized to acquire, hold, dispose of and lease rights and appropriations to use the waters of the State of Nebraska;

WHEREAS, TPNRD desires to enhance the flows of water to the Platte River, as required by the TPNRD Integrated Management Plan, through means of ground water recharge to induce return flows;

WHEREAS, the Irrigation District owns and operates certain canals and laterals that have the capability to divert water from the North Platte River;

WHEREAS, the Irrigation District desires to enter into a lease the use of its canals and laterals with the TPNRD to divert available flows in the non-irrigation season and such other times as flows are available from the North Platte River for ground water recharge and streamflow enhancement;

WHEREAS, the Irrigation District understands and acknowledges that payment for the use of its canals and laterals, as set forth below, is dependent upon TPNRD obtaining an appropriation from the Nebraska Department of Natural Resources ("NDNR").

NOW THEREFORE, the Parties mutually agree as follows:

1. Canals and Laterals. The Irrigation District agrees to lease to the TPNRD the canals and laterals identified in Appendix A to this Lease Agreement. Under the direction of TPNRD, the Irrigation District will be responsible for the operation of any headgates and the diversion of water into the appropriate canals and laterals.

2. Water Rights. TPNRD shall be responsible for obtaining the necessary and appropriate water rights/appropriations from the NDNR. The Irrigation District understands and acknowledges that TPNRD will not be authorized to direct any diversion of water from the North Platte River and that the date of issuance of any such right or appropriation is beyond the control of TPNRD.

3. Amount Diverted And Timing of Diversions. TPNRD intends to acquire a water right/appropriation for 102.78 cubic feet per second ("cfs"). As directed by TPNRD, the Irrigation District shall divert flows up to and including 102.78 cfs during the non-irrigation season and such other times as flows are available. If necessary for safety, or as required to protect the canals and laterals, the Irrigation District may divert a lesser amount or no amounts upon notice to TPNRD management.

4. Non-Irrigation Season. As used in this Lease Agreement, the term "non-irrigation season" shall mean the period from September 15 to May 1 of the following year.

5. Payment. Upon the execution of this Lease Agreement, TPNRD shall pay the Irrigation District the sum of \$2,600.00 as an incentive to enter into this Lease Agreement. Provided the TPNRD obtains the necessary and appropriate water rights/appropriations, on March 1 of each year thereafter, TPNRD agrees to pay an additional sum of \$2,600.00 to the Irrigation District as an annual retainer. Provided the TPNRD obtains the necessary and appropriate water rights/appropriations, on January 1 of each year thereafter, TPNRD agrees to pay \$31.00 per acre-foot of recharge that occurs during the preceding year. The Irrigation District understands and agrees that TPNRD shall have sole discretion to calculate the amount of recharge that occurs for each year. Upon the request of the Irrigation District, TPNRD agrees to provide a detailed explanation of its calculations to determine the amount of recharge that occurs each year. TPNRD agrees to annually adjust the previous year's retainer payment and per acre-foot payment based on a change in a consumer price index agreed to by the Irrigation District and the TPNRD. Payments received by the Irrigation District will be used for improvements or maintenance of structures, canals, and/or laterals. The Irrigation District will provide an annual report to the TPNRD on the use of the funds received from the TPNRD.

6. Duration. The duration of this Lease Agreement shall be 50 years from the date this agreement is signed by both Parties. The Parties may mutually agree to extend this Lease Agreement upon the terms and conditions set forth herein as desired.

7. Assignment. No assignment of this Lease Agreement shall be allowed without the mutual written consent of the Parties.

8. Governing Law. Parties agree that this Lease Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Nebraska.

9. Modification. None of the terms or conditions of this Lease Agreement shall be modified without the written consent of the Parties, and this Lease Agreement contains the entire agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Lease Agreement on the dates indicated.

TWIN PLATTE NATURAL  
RESOURCES DISTRICT

March 24, 2015

Date

Signature

PAXTON - HERSHEY  
IRRIGATION DISTRICT

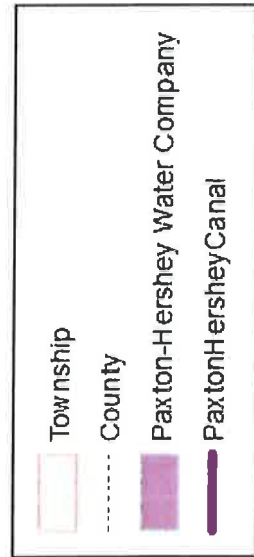
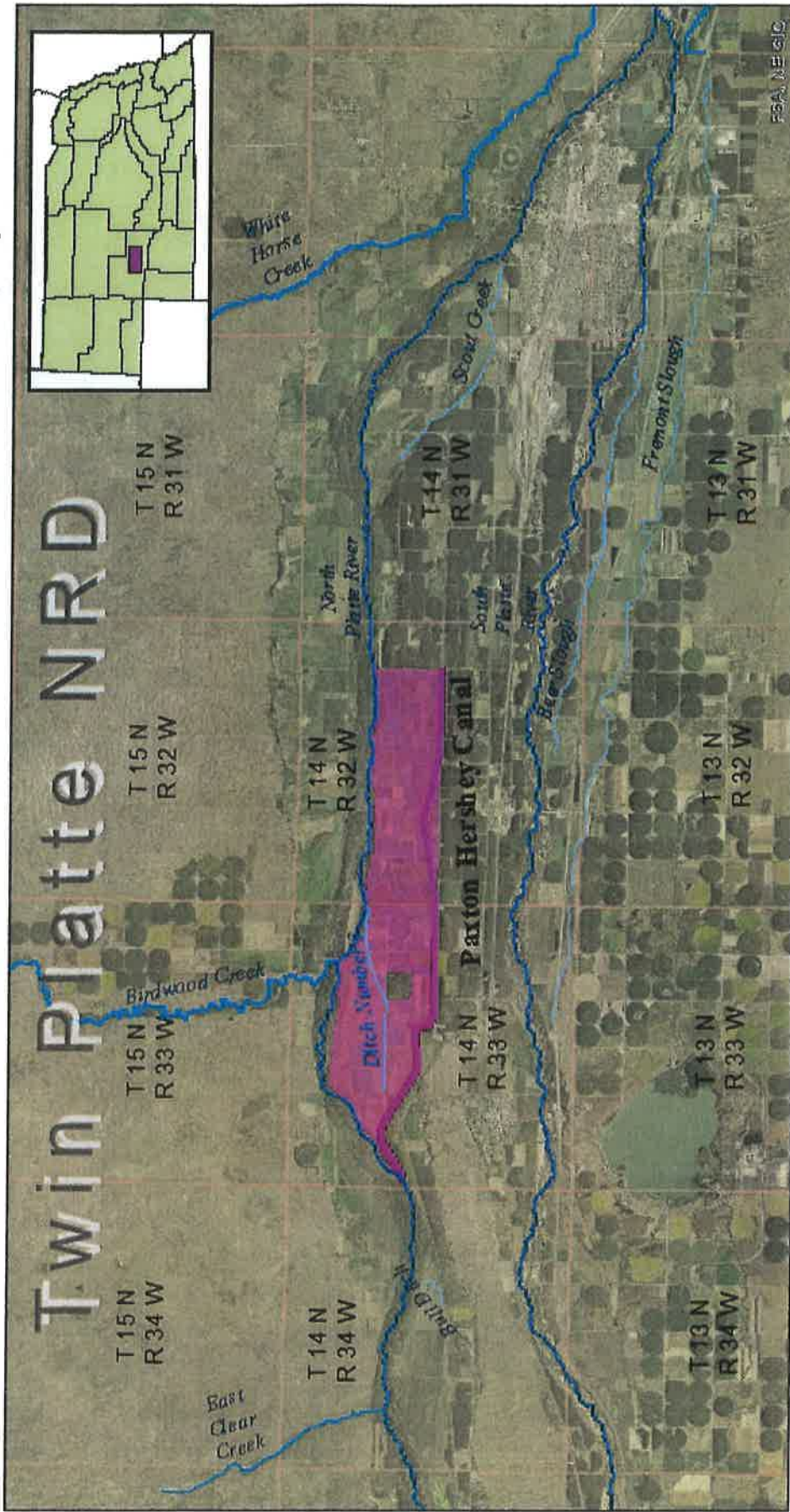
3-24-2015

Date

Signature



# Paxton Hershey Canal Operated by the Paxton Hershey Water Company



Data Source: FSA 2016 Aerial Photography  
 NeDNR Surface Water Database, National Hydrography Dataset  
 Map by NeDNR 12/2017 bae