

**REVISED AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
AND
THE STATE OF NEBRASKA
CONCERNING THE IMPLEMENTATION OF A
NEBRASKA PLATTE-REPUBLICAN RESOURCES AREA CREP**

This Revised Memorandum of Agreement (Agreement) is entered into between the United States Department of Agriculture (USDA) Commodity Credit Corporation (CCC) and the State of Nebraska (Nebraska) to implement a Conservation Reserve Enhancement Program (CREP) for the improvement of water quantity and quality, and the enhancement of wildlife habitat, through establishment of vegetative cover to reduce irrigation water consumptive use and agricultural chemical and sediment runoff into waters of Nebraska. The CREP is part of the Conservation Reserve Program (CRP), operated on behalf of CCC by the USDA's Farm Service Agency (FSA).

This Revised Agreement supersedes all earlier Nebraska Platte-Republican Resources Area CREP Agreement provisions between CCC and Nebraska. For all existing CRP contracts enrolled into the Nebraska Platte-Republican Resources Area CREP before this Revised Agreement is implemented, the earlier Nebraska Platte-Republican Resources Area CREP Agreement provisions will continue to apply and be adhered to between CCC and Nebraska. All acreage enrolled under the earlier Nebraska Platte-Republican Resources Area Agreement provisions will be cumulatively applied to the total project acreage ceiling established under Section II of this Revised Agreement.

I. PURPOSE

The purpose of this Agreement is to allow, where deemed desirable by CCC and Nebraska, certain acreage in the targeted watersheds to be enrolled in the Nebraska Platte-Republican Resources Area CREP shown in Figure 1.

II. GENERAL PROVISIONS

The goals of the Nebraska Platte-Republican Resources Area CREP are to enroll up to 100,000 eligible acres to significantly reduce the amount of irrigation water consumptive use, and agricultural chemicals and sediment entering waters of Nebraska from agricultural lands and transportation corridors. The reduction of ground and surface water use and of non-point source contaminants, through establishment of permanent vegetative cover, will also enhance associated wildlife habitat, both terrestrial and aquatic.

The primary goals of the Nebraska Platte-Republican Resources Area CREP are to achieve, to the extent practicable when fully implemented, the following:

- A. Reduce the application of water for cropland irrigation in the project area by 125,000 acre-feet annually from 2004 irrigated usage levels.
- B. Increase surface and ground water retention by a target amount of 85,000 acre-feet of water annually within the project area reservoirs, groundwater tables and streams.
- C. Provide up to 85,000 additional acres of native grassland habitat for wildlife in the project area, increasing the populations of pheasants and other ground nesting birds by 25 percent in the area.
- D. Provide up to 15,000 additional acres of conservation buffers and restored wetlands.
- E. Seek to reduce the application of triazine products by approximately 93,000 pounds annually, when fully enrolled, from existing application rates in the project area.
- F. Seek to reduce leaching of nitrate compounds into project area streams and groundwater by 5,900,000 pounds annually, when fully enrolled, from the 2004 application rates.
- G. Seek to reduce the application of phosphate products by approximately 2,440,000 pounds annually, when fully enrolled, from 2004 application rates in the project area.
- H. Assist community public water supplies (surface and groundwater) by reducing nitrogen and phosphorus levels from agricultural activities.
- I. Provide educational assistance to project area irrigators to develop a more efficient use of applied water, nutrients, and herbicides.
- J. Monitor the aquatic communities and associated habitat parameters in project area reservoirs and rivers to determine biological relationships.
- K. For irrigation purposes, reduce the total consumption of fossil fuels by 350,000 gallons and electricity use by 10 million kilowatt hours.

III. AUTHORITY

The CCC has the authority under provisions of the Food Security Act of 1985, as amended (1985 Act) (16 U.S.C. § 3831 et seq.), and the regulations at 7 CFR Part 1410 to perform all its activities contemplated by this Agreement.

Authority for the State of Nebraska resides in Neb. Rev. Stat., Section 37-342 (Reissue 2004), Neb. Rev. Stat., Section 46-715 (Reissue 2004) and Neb. Rev. Stat., Section 61-206 (Reissue 2003).

This Agreement is not intended to, and does not, supersede any rules or regulations, which have been, or may be, promulgated by USDA/CCC and Nebraska, or any other governmental entity participating in the Nebraska Platte-Republican Resources Area CREP. This Agreement is intended to aid in the administration of the CRP. Other authorities may also apply.

IV. PROGRAM ELEMENTS

USDA, CCC, and Nebraska agree that:

- A. The Nebraska Platte-Republican Resources Area CREP consists of a continuous signup CRP component, cost-share, annual rental payments, Federal incentive payments, and a Nebraska administered discontinuation of water use.
- B. The CRP contracts for acres enrolled in the Nebraska Platte-Republican Resources Area CREP must be for a period of 10 to 15 years.
- C. Eligible producers in the Nebraska Platte-Republican Resources Area CREP project area may continue to offer eligible acreage for enrollment during general and continuous CRP enrollment periods.
- D. CRP contracts executed under this Agreement will be administered in accordance with, and subject to, the CRP regulations at 7 CFR Part 1410 and the provisions of this Agreement. In the event of a conflict, the CRP regulations will be controlling.
- E. No lands may be enrolled under the Nebraska Platte-Republican Resources Area CREP until the USDA's CREP Program Manager approves a detailed Nebraska FSA State Office amendment to National FSA CRP Directives which provides a thorough description of this program and applicable practices, and the appropriate level of environmental analysis has been completed as required by the National Environmental Policy Act of 1969 as amended, related Statutes, Executive Orders, Departmental Regulations, and in accordance with 7 CFR Part 799.
- F. Eligible practices for the Nebraska Platte-Republican Resources Area CREP are:
 - 1) CP2 - Establishment of Permanent Native Grasses
 - 2) CP4D - Permanent Wildlife Habitat
 - 3) CP12 – Wildlife Food Plot
 - 4) CP21 - Filter Strips
 - 5) CP22 - Riparian Buffer
 - 6) CP23 - Wetland Restoration
 - 7) CP23A - Wetland Restoration, Non-Floodplain
 - 8) CP25 - Rare and Declining Habitat

- G. The cropland and practices enrollment goals are as follows:
- 1) CP2, CP4D, CP12, and CP25 - up to 85,000 acres.
 - 2) CP21 and CP22 - up to 10,000 acres.
 - 3) CP23 and CP23A - up to 5,000 acres.
- H. For the Platte River Basin Area above Lake McConaughy (See Figure 1), there will be a 5,000 acre limit on land served jointly by a groundwater well(s) and surface water allocation(s), or on land served by a surface water allocation(s) only. This 5,000 acre limit does not include land served solely by a groundwater well(s).
- I. To be eligible for new enrollment (not cropland being re-enrolled) in the Nebraska Platte-Republican Resources Area CREP, cropland must meet the cropland eligibility requirements in 7 CFR Part 1410, National FSA CRP Directives, and all the following:
- 1) At least 51 percent of the eligible cropland in an offer must be physically located within the Nebraska Platte-Republican Resources Area CREP project area (see Figure 1), as determined by CCC.
 - 2) For irrigated cropland, any land from which the water rights for irrigation have been sold or legally transferred are not eligible for enrollment in the Nebraska Platte-Republican Resources Area CREP, even if water is leased back to the landowner from local water authorities.
 - 3) For irrigated cropland, all the following irrigation requirements must be met, as determined by CCC:
 - a) Cropland must have been irrigated at the rate of not less than $\frac{1}{2}$ acre foot per acre per year for four years out of the same six year period established for CRP cropping history eligibility, as provided in National FSA CRP Directives.
 - b) Cropland must be physically and legally capable of being irrigated in a normal manner when offered for enrollment.
 - c) A State Water Use Contract is entered into between the producer-landowner and Nebraska, as provided in Section VI, covering the irrigated cropland acres. The State Water Use Contract must be signed by all required parties prior to the CRP contract being approved.
 - 4) For non-irrigated (dryland) cropland, the land must be a center-pivot corner enrolled with the adjacent irrigated center-pivot cropland acres. The dryland cropland and adjacent irrigated center-pivot cropland must be enrolled at the same time and under the same CRP contract. Dryland corners do not qualify for re-

enrollment without re-enrollment of the adjacent irrigated center-pivot cropland acres.

- J. The transfer of water rights to Nebraska according to this Agreement or the provisions of the Nebraska Platte-Republican Resources Area CREP Agreement dated March 19, 2005, as amended, does not make the cropland associated with those water rights ineligible for re-enrollment in the Nebraska Platte-Republican Resources Area CREP. Dryland corners do not qualify for re-enrollment without re-enrollment of the adjacent irrigated center-pivot cropland acres.

Land currently enrolled in the Nebraska Platte-Republican Resources Area CREP:

- 1) May be re-enrolled according to the same provisions for re-enrollment under CCC's continuous CRP signup, as provided in National FSA CRP Directives;
- 2) Shall, for re-enrollment purposes only, be considered to have met the irrigation requirements in section IV, paragraph I.3a and 3b while enrolled in the Nebraska Platte-Republican Resources Area CREP, unless the land did not meet the irrigation requirements when initially enrolled; and
- 3) May only be re-enrolled in the Nebraska Platte-Republican Resources Area CREP:
 - a) Under the same eligible practice as the practice in which it is already enrolled; and
 - b) If the participants enter into a State Water Use Contract with Nebraska for re-enrolled irrigated cropland, as provided in Section VI, prior to the expiration of the existing CRP contract. The State Water Use Contract must be signed by all required parties prior to the new CRP contract being approved.

- K. Participants that re-enroll eligible land already enrolled in the Nebraska Platte-Republican Resources Area CREP:

- 1) Are not eligible for, and shall not receive, a signing incentive payment on the re-enrolled land, regardless of the practice enrolled, except to the extent such payments are allowed under CCC's continuous CRP sign-up provisions, as provided in FSA National CRP Directives; and
- 2) Are not eligible for, and shall not receive, any CCC cost-share payment or practice incentive payment on the re-enrolled land, except to the extent such payments are allowed under CCC's continuous CRP sign-up provisions, as provided in FSA National CRP Directives.

- L. Except for land that is re-enrolled, participants may be allowed to apply not more than 1/3 acre foot of irrigation water to enrolled land during the first 12 months of a Nebraska Platte-Republican Resources Area CREP contract, but only when necessary to establish the vegetative conservation cover as outlined in an approved conservation plan. Otherwise, no irrigation water may be applied to the land, or otherwise used, at any time during the term of the contract unless specifically approved in writing by CCC.
- M. All approved conservation plans for land enrolled in the Nebraska Platte-Republican Resources Area CREP shall be consistent with applicable CRP statutes, regulations, National FSA CRP Directives, and this Agreement.
- N. If a State Water Use Contract is cancelled, terminated or otherwise voided any time prior to the end of the associated CRP contract period, CCC shall terminate the associated CRP contract. If a CRP contract is cancelled, terminated or otherwise voided any time prior to the end of the CRP contract period, Nebraska will terminate the associated State Water Use Contract. Refunds or other actions resulting from the termination of the CRP contract shall solely be the responsibility of, and determined by, CCC. Refunds or other actions resulting from the termination of the State Water Use Contract shall solely be the responsibility of, and determined by, Nebraska.

V. FEDERAL COMMITMENTS

USDA and CCC agree, subject to the provisions noted above, to:

- A. Provide cost-share payments to eligible participants for up to 50 percent of the eligible reimbursable costs incurred for establishment of approved conservation practices. The total of all cost-share payments, from all sources, shall not exceed 100 percent of the producer's out-of-pocket expenses. CCC shall use the CRP regulations at 7 CFR Part 1410 and National FSA CRP Directives in determining the cost of practice establishment under the Nebraska Platte-Republican Resources Area CREP.
- B. Make a one-time Practice Incentive Payment (PIP) for practices CP21, CP22, CP23 and CP23A consistent with the National FSA CRP Directives. The PIP is considered a rental payment for payment limitation rule purposes.
- C. Make all CRP land and producer eligibility determinations according to 7 CFR Part 1410, National FSA CRP Directives and this Agreement.
- D. Make annual rental payments based on irrigated cropland rental rates for eligible enrolled irrigated acreage for which a State Water Use Contract has already been secured by Nebraska in accordance with Section VI. The per-acre irrigated rental rate

will be set forth by CCC in a supplement to the National FSA CRP Directives. The per-acre maximum irrigated rental rate in all cases will be equal to the sum of:

- 1) The most current weighted-average applicable posted irrigated cropland rental rate for the enrolled land in the relevant county; and
 - 2) A maintenance incentive payment, if applicable to the practice enrolled and in an amount according to National FSA CRP directives; the maintenance incentive payment will be considered a rental payment for payment limitation purposes.
- E. Make annual rental payments based on posted dryland cropland rental rates for eligible enrolled dryland cropland acreage. The per-acre maximum payment rate for eligible dryland cropland will be equal to the sum of:
- 1) Posted per acre dryland CRP soil rental rate based on the 3 predominant soils of the eligible dryland acreage offered, according to National FSA CRP Directives; and
 - 2) A maintenance incentive payment, if applicable to the practice enrolled and in an amount according to the National FSA CRP Directives; the maintenance incentive payment will be considered a rental payment for payment limitation purposes.
- F. Make a one-time Signing Incentive Payment (SIP) for practices CP21, C22, CP23, and CP23A in accordance with the National FSA CRP Directives. The SIP is considered a rental payment for payment limitation purposes.
- G. Administer contracts for land enrolled in the Nebraska Platte-Republican Resources Area CREP consistent with the provisions of National FSA CRP Directives.
- H. Conduct compliance reviews according to the National FSA CRP Directives.
- I. Provide information to producers regarding the Nebraska Platte-Republican Resources Area CREP, and technical assistance for implementing the Nebraska Platte-Republican Resources Area CREP in general.
- J. Divide all annual rental payments between eligible participants, consistent with the shares for each on the approved CRP contract, and permit successors-in-interest to participate in existing contracts in the same manner as allowed for under any other CRP contract as provided in National FSA CRP Directives.
- K. Share appropriate data with Nebraska to facilitate State monitoring efforts. All data shared will be in accordance with Section VII of this Agreement.
- L. Through the Natural Resources Conservation Service (NRCS) or other Technical

Service Provider approved by USDA, develop conservation plans in accordance with National FSA CRP Directives.

VI. STATE COMMITMENTS

Nebraska agrees to:

- A. Contribute not less than 20 percent nor more than 50 percent of the overall annual program costs, through cash contributions or certain in-kind services. Appendix A indicates the level of support that various local and state agencies have pledged to the project as in-kind services; in any case, however, the State shall make the minimum contribution specified in this paragraph. The in-kind services include current water conservation activities, water quality activities, and wildlife enhancement activities, proportioned out to reflect the amount of Nebraska Platte-Republican Resources Area CREP area within each organization's individual jurisdiction.
- B. Be responsible for:
 - 1) Providing cost-share payments to eligible participants of 50 percent of the eligible reimbursable costs for establishment of approved conservation practices. The total of all cost-share payments paid by Nebraska shall not to exceed five million dollars (\$5,000,000.00). If any other entities beyond the State and the CCC provide cost share payments for eligible reimbursable costs for the establishment of conservation practices, the cost share paid by the State and CCC shall be reduced in equal proportion. The total of all cost share payments, from any sources, shall not exceed 100 percent of the producer's out of pocket expenses.
 - 2) Paying all costs associated with annual monitoring programs; and
 - 3) Providing other wildlife conservation planning for producers on an as requested basis.
- C. Establish an Enhancement Program Steering Committee, which will include, but not be limited to, representatives from the State Technical Committee, FSA, Nebraska Department of Natural Resources, Nebraska Game and Parks Commission, Nebraska Department of Agriculture, Nebraska Department of Environmental Quality, and NRCS. This group will advise the Nebraska Governor's office on the implementation of the Nebraska Platte-Republican Resources Area CREP.
- D. Provide staffing support for a full-time CREP administrative coordinator to facilitate and oversee program implementation, coordination, promotional activities, technical assistance, monitoring and evaluation.
- E. Seek applicants willing to offer eligible and appropriate land for enrollment in the

Nebraska Platte-Republican Resources Area CREP.

- F. Facilitate the provision of technical assistance from local conservation districts in promoting the Nebraska Platte-Republican Resources Area CREP.
- G. Implement a broad campaign for continuous public information and education regarding the Nebraska Platte-Republican Resources Area CREP.
- H. Work to ensure coordination with other agricultural conservation programs of State and federal agencies.
- I. Within 90 days after the end of each federal fiscal year, provide a report to USDA, through the Nebraska FSA State Office, that provides in detail the status of enrollments under the Nebraska Platte-Republican Resources Area CREP and progress on fulfilling the other commitments of the program. The annual report to FSA shall include: level of program participation; the results of the annual monitoring program, including ground and surface water quality and quantity and flow; a summary of non-federal CREP program expenditures; status of meeting each of the goals specified in Section II, success stories, and, recommendations to improve the program. The annual report to USDA shall follow the requirements specified in National FSA CRP Directives.
- J. Within 90 days after the end of the federal fiscal year, submit information summarizing its overall costs for the program. In the event that Nebraska has not obligated at least 20 percent of the overall costs for the project, Nebraska may be required by CCC to fulfill its obligation within 90 days, or to provide some other mutually agreed-upon remedy.
- K. Temporarily release the participant from any contractual or easement restrictions on crop production during the CRP contract period if such release is determined necessary by the U.S. Secretary of Agriculture in order to address a national emergency.
- L. For all irrigated cropland enrolled under a Nebraska Platte-Republican Resources Area CREP contract at irrigated rental rates, enter into, and administer, a separate State Water Use Contract with each landowner, or successor thereto, which shall require:
 - 1) Discontinuation of the use of the water which had been applied to the enrolled irrigated cropland;
 - 2) Management of the water under the State Water Use Contract to ensure water savings conservation; and
 - 3) Non-use, except as provided below, of any surface or well water which, prior to

enrollment in the CRP under this Agreement, had been used to irrigate the enrolled cropland, except as allowed for under the terms of this Agreement. Among other assurances as may be necessary or appropriate, the State Water Use Contract will require that the participant does not use, affect, transfer, sell, exchange or otherwise apply the surface or well water during the CRP contract period, except as defined in subsection VII.H. and IV.L. of this Agreement. Nebraska shall also require that the participant does not allow other individuals or entities to use, affect, transfer, sell, exchange or otherwise apply the surface or well water from the appropriation during the CRP contract period except as defined in subsection VII.H. and IV.L. of this Agreement.

- M. Take all reasonable steps to ensure use of the water savings achieved under the State Water Use Contracts in Section VI.L. shall be used for environmental and public recreational purposes in a stream, river, aquifer, or reservoir except with respect to water savings under the Nebraska Platte-Republican Resources Area CREP that would otherwise be retained in a reservoir for environmental and recreational purposes when the water levels exceed the applicable trigger point for the reservoir, as defined by Nebraska and agreed to by the CCC, and the irrigation district. The trigger points listed for the six reservoirs listed in Figure 2 attached, represent a level of water that the State has determined will provide substantial environmental benefits, including fishery benefits, water quality benefits, and benefits for recreation, and which is consistent with other reservoir operational requirements. The trigger points, expressed in acre feet of water at target water elevations, shall not in any instance for any of the six reservoirs be less in amounts of water than the amounts set out in Figure 2. The list of reservoirs with trigger point will not be changed unless otherwise agreed to by CCC in writing. Nothing in this Agreement, however, authorizes any water use not otherwise authorized by law or the applicable authorities, or which is otherwise not permitted.
- N. Take all reasonable steps to enforce the requirements of the State Water Use Contracts.
- O. Seek the approval of this Agreement by such independent boards or bodies within the State of Nebraska as may be necessary or appropriate to maximize objectives of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- A. All commitments by USDA and Nebraska are subject to the availability of funds. In the event either party is subject to a funding limitation, it will notify the other party, in writing, within 30 days and any necessary modifications may be made to this Agreement.
- B. All CRP contracts under the Nebraska Platte-Republican Resources Area CREP shall be subject to all limitations set forth in the regulations at 7 CFR Part 1410 and the CRP contract, including, but not limited to, such matters as economic use, transferability, violations and contract modifications. Agreements between owners or operators and

the State may impose additional conditions not in conflict with those under the CRP regulations, but only as approved by the USDA.

- C. Neither Nebraska nor the USDA shall assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- D. Nebraska and the USDA agree that, to the extent possible under existing law, each party will be responsible for its own acts, omissions, and results thereof, and shall not be responsible for the acts, omissions, or results thereof of the other party.
- E. This Agreement shall remain in force and effect until terminated by CCC or Nebraska. This Agreement may be terminated by either party upon written notice. Such termination will not alter responsibilities regarding existing contractual obligations under this Agreement between participants and USDA or CCC, or between participants and Nebraska.
- F. The Deputy Administrator for Farm Programs, Farm Service Agency or the Deputy Administrator's designee or successor, is delegated authority to carry out this Agreement and, with the Governor of Nebraska, or the Governor's designee, may further amend this Agreement consistent with the provisions of the 1985 Act, as amended, and the regulations at 7 CFR Part 1410. The provisions of this Agreement may only be modified by written agreement between the parties.
- G. Nebraska may enter into a supplemental amendment to the State Water Use Contract with the Landowner(s), as described in Section VI.L., to allow:
 - 1) For an additional voluntary easement that permanently retires the water use on the lands included under the CREP contract, provided all of the following conditions are met:
 - a) The permanent retirement takes effect at the end of the individual CREP contract;
 - b) There is no transfer of the surface water appropriations or ground water use by the landowner or any other entity; the appropriation or use is permanently retired and shall not be used as an offset for any new or expanded use;
 - c) The uses or appropriations retired are ground water uses and/or surface water appropriations owned by individual persons (surface water appropriations held in the names of irrigation districts, public power and irrigation districts, or mutual canal or irrigation companies are not subject to such amendments); and
 - d) The landowner agrees to continue to adhere to all other terms of the State Water Use Contract until the contract period of the State Water Use Contract

has ended, and to fully participate and adhere to the requirements of the Nebraska Platte-Republican Resources Area CREP until the CREP contract has ended; and/or

- 2) For the transfer of the consumptive use portion of a surface water appropriation associated with the State Water Use Contract to an instream augmentation appropriation, as long as the water is protected from other users as allowed under Nebraska's State laws so that the water included under the State Water Use Contract can be protected by the State of Nebraska from diversions by other users, as allowed by State Law.
- H. Nebraska may enter into a variance with the landowner to allow use of a well included under a State Water Use Contract for a de minimis purpose such as livestock water, or domestic or uses other than irrigation for good cause shown. The maximum amount of water which will be approved under a variance is one acre-foot (325,851 gallons) per year per contract. Except, that this limitation on the amount of water allowed under the variance may be adjusted upward only if there is a health issue that would affect public or private drinking water or for public safety reasons, as determined by Nebraska or local water authorities.
- I. Nebraska and the USDA agree to protect and share appropriate data in strict accordance with the procedures, restrictions and exemptions established by or under the Freedom of Information Act, Federal privacy laws, including Section 1619 of the Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 1619), Section 2004 of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, Section 2004), and other applicable laws, with the State to facilitate implementation of this Agreement.
- J. If any clause of this Agreement will be found by a competent court of the Federal or State jurisdiction to be void, that clause will be stricken from the Agreement and the rest and remainder of the Agreement will remain in effect or, if both parties agree, the entire Agreement may be voided.
- K. Nothing in this Agreement will in anyway limit the ability of the CCC or Nebraska to deny an application for enrollment.
- L. USDA, CCC, and FSA shall not be party to, or responsible for, any water rights contracts, water use enforcement activity, water savings compliance or monitoring efforts, or any other State or local water laws, regulations, or ordinances. All water rights issues related to this Agreement are matters for Nebraska. However, CCC reserves the right to deny or terminate any CRP contract entered into pursuant to this Agreement if eligibility or other provisions of this Agreement relating to water rights are not met.

M. Eligible acreage may be enrolled in CRP contracts under this Agreement until this Agreement is terminated, enrollment is suspended upon agreement by CCC and Nebraska, authority for CCC to enroll land in CRP expires or is otherwise ended, or when the 100,000 acre project limit is reached, whichever comes first.

The individuals signing below represent that they have the authority to sign this Agreement on behalf of their respective party.

IT IS SO AGREED:

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE
COMMODITY CREDIT CORPORATION

Deputy Administrator for Farm Programs
Farm Service Agency

Date

Pete Ricketts, Governor
State of Nebraska

Date

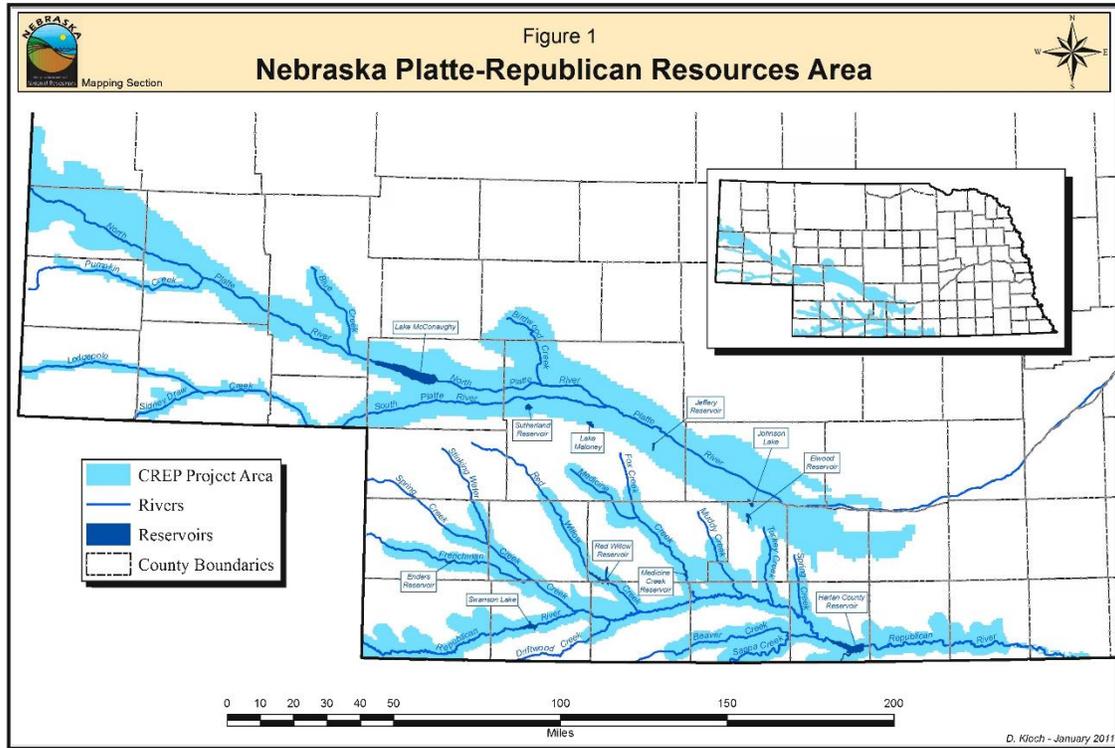
Appendix A

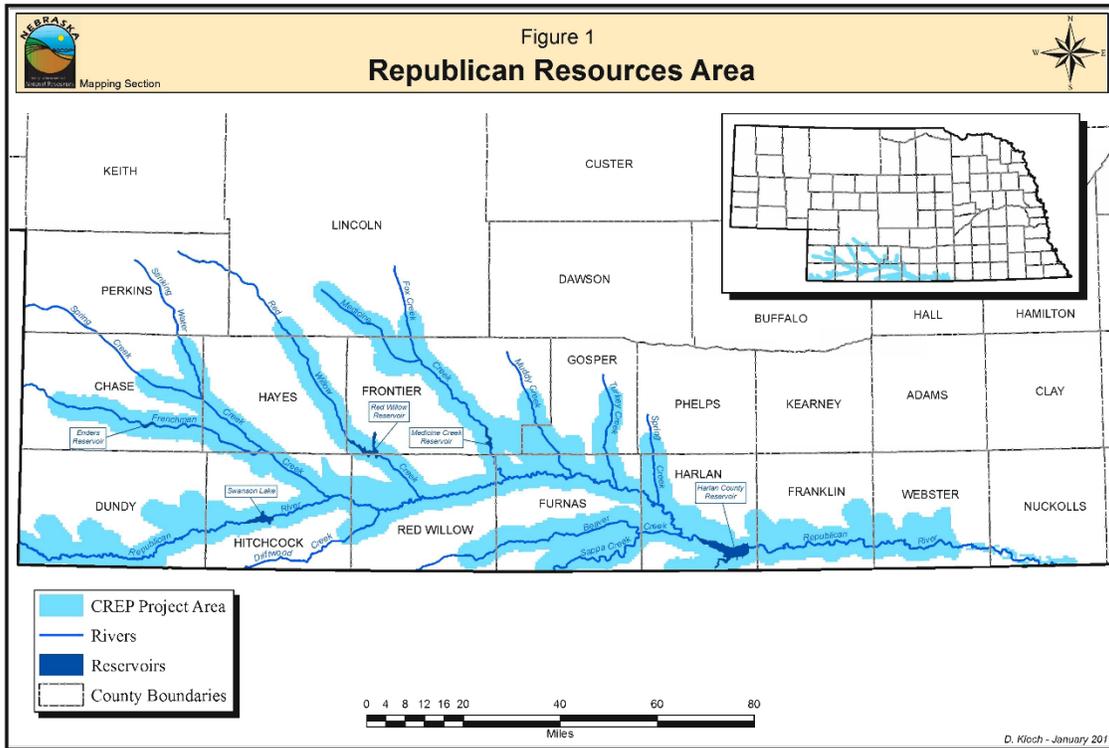
List of In-kind Match Available from Organizations

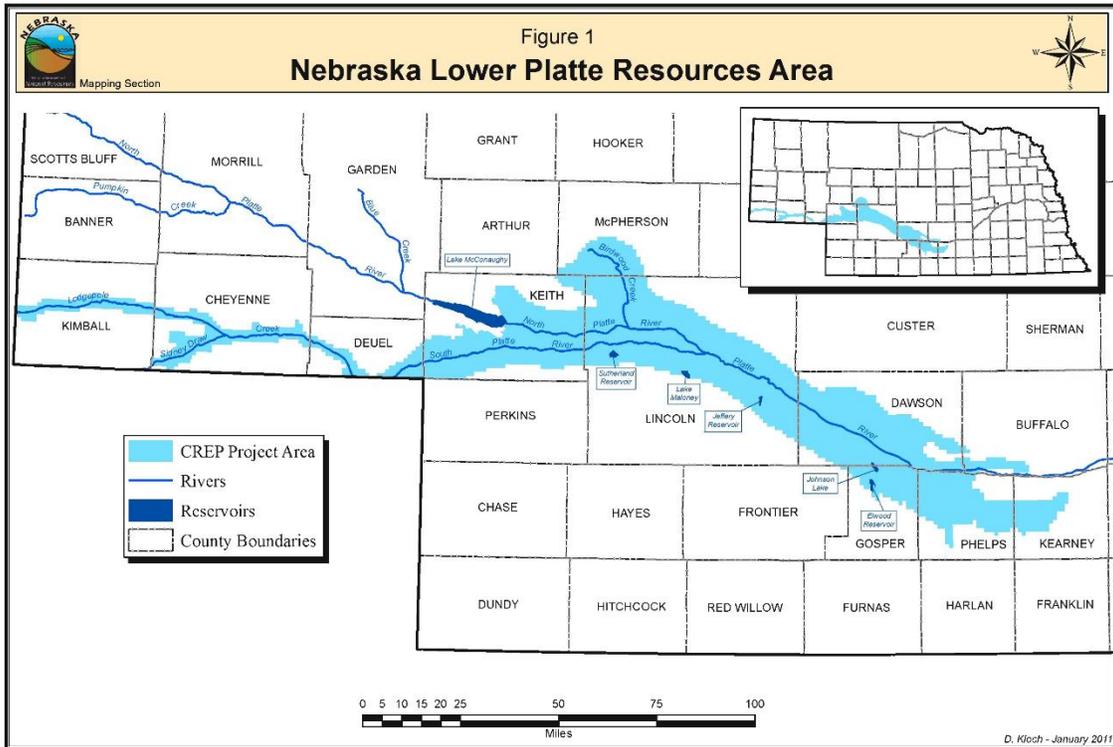
The following list indicates the projected level of state and local in-kind services that will be designated toward matching project costs.

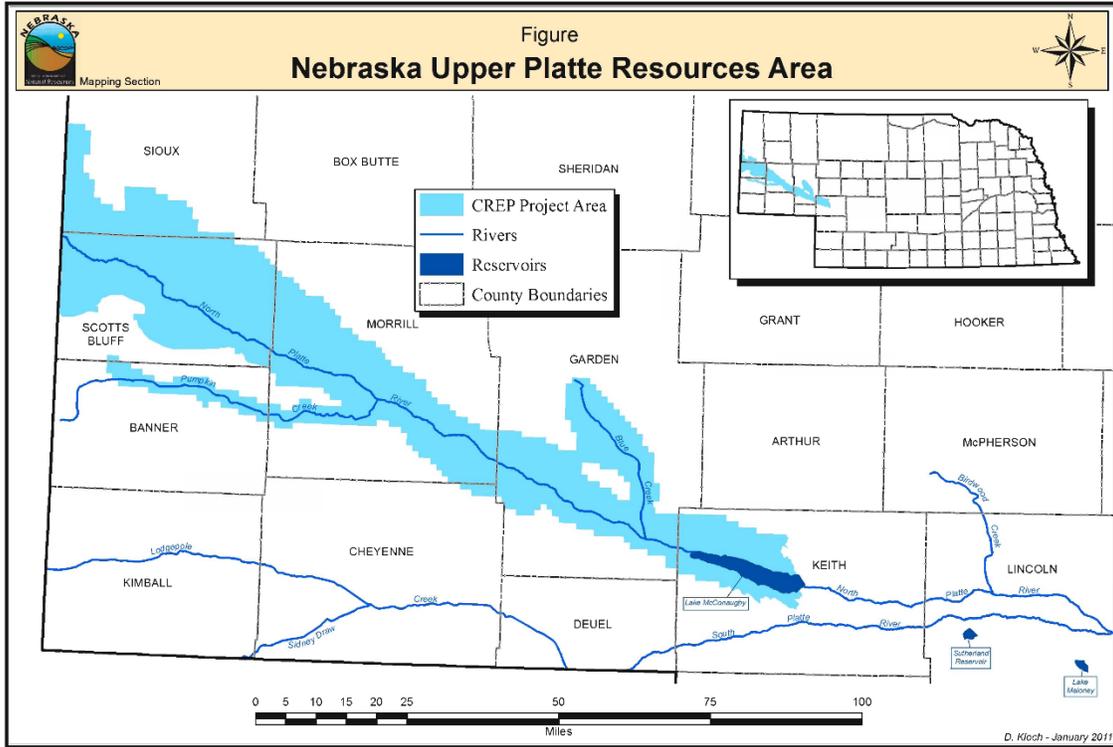
Entity	Project Annual Match
Bostwick Irrigation District	\$494,473
Central Platte Natural Resources District	\$345,460
Middle Republican Natural Resources District	\$151,116
Nebraska Department of Agriculture	\$13,500
Nebraska Department of Natural Resources	\$887,000
Nebraska Game and Parks Commission	\$130,000
Nebraska Public Power District	\$143,120
North Platte Natural Resources District	\$100,000
Pathfinder Irrigation District	\$190,500
Tri-Basin Natural Resources District	\$217,250
Twin Platte Natural Resources District	\$32,000
Upper Republican Natural Resources District	\$100,000
Lower Republican Natural Resources District	\$366,000
Total:	\$3,170,419

Figure 1









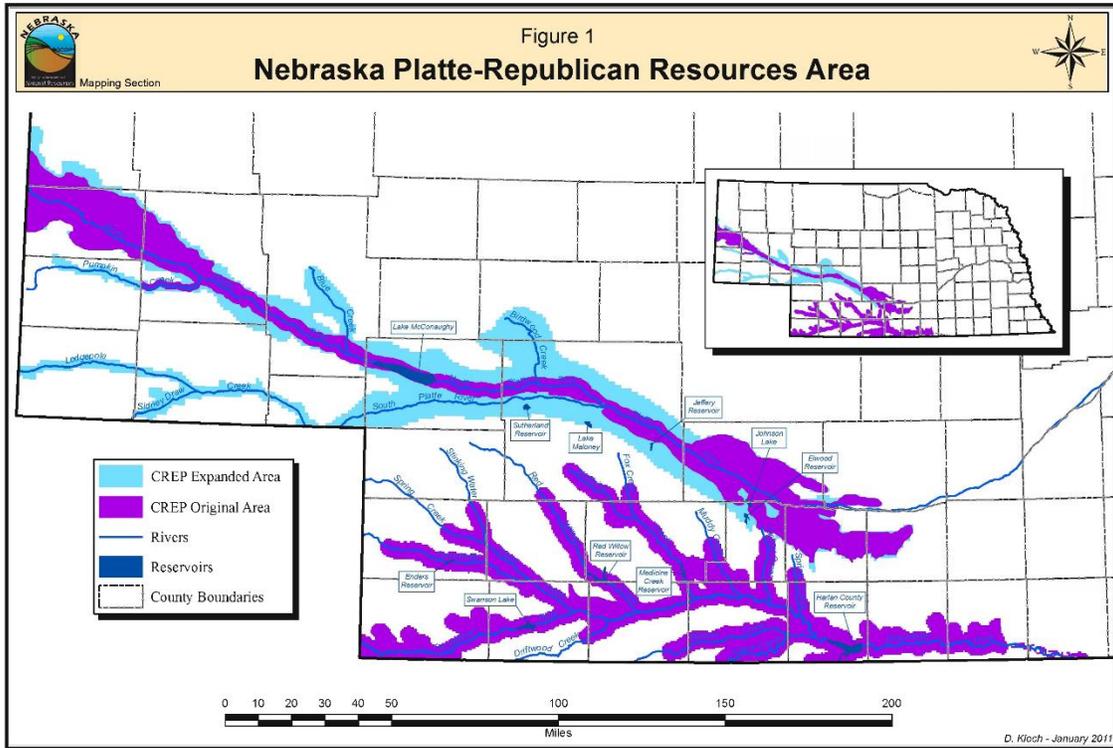


Figure 2

Trigger Levels for Reservoirs in the Platte-Republican CREP

State of Nebraska, provides the following target levels for purposes of the Nebraska Platte-Republican Resources Area CREP for each reservoir in the Republican River drainage and Lake McConaughy. The target elevation represents a level of water that will provide substantial environmental benefits, including fishery benefits, water quality benefits, and benefits for recreation, and which is consistent with other reservoir operational requirements.

Table 1.

Reservoir	Target Elevation	Acre-feet of Storage at Elevation
Enders Reservoir	3,089.4	14,000
Harlan Reservoir	1,927	118,099
Lake McConaughy	3,218	650,000
Medicine Creek Reservoir	2,355	19,631
Red Willow Reservoir	2,570	19,901
Swanson Reservoir	2,735	45,211