

AMENDMENT TO THE NEBRASKA DEPARTMENT OF NATURAL RESOURCES
WATER USE CONTRACT NO. _____
OF THE
NEBRASKA PLATTE-REPUBLICAN CONSERVATION RESERVE
ENHANCEMENT PROGRAM

Background

The Landowner(s) signing below (Landowner(s)) and the Nebraska Department of Natural Resources (NDNR) entered into a Water Use Contract (the Contract) in order to allow the Landowner(s) participation in the Nebraska Platte-Republican Resources Area Conservation Reserve Enhancement Program (CREP). The CREP is a joint program of the State of Nebraska and the United States Department of Agriculture Commodity Credit Corporation (CCC) formed under a Memorandum of Agreement (MOA), the purpose of which is to improve water quality and enhance wildlife habitat by reducing the quantity of water used for irrigation of crops. Participants in CREP agree to refrain from irrigating the land enrolled in the Program for the duration of the Contract.

The MOA requires, and the Contract has a provision that during the term of the Contract the Landowner(s) do not use, affect, transfer, sell, exchange or otherwise apply the surface or well water during the contract period, or allow other individuals or entities to use, affect, transfer, sell, exchange or otherwise apply the surface or ground water during the contract period except as agreed to by CCC. In the Third Amendment to the MOA, the CCC and the State of Nebraska agreed to allow amendments to the Contract that would allow for the Landowner(s) to enter into easements to **permanently** retire the surface or groundwater use during the contract period under certain conditions described in the Third Amendment to the Memorandum of Agreement. Your signature(s) on this form, and the filing of the final permanent easement, documents and serves as your relinquishment of all surface water appropriations attached to lands included under the easement and your agreement that such water appropriations may be cancelled at the time the permanent easement takes effect.

The _____ Natural Resources District (District) and the NDNR have entered into an intergovernmental agreement which states that the District agrees to comply with the terms of the MOA so that it may purchase, during the contract period, **permanent** easements from Landowner(s) willing to refrain forever from irrigating the land currently enrolled in CREP.

The Landowner(s) have agreed to sell a **permanent** easement on the land to the District in which the land is located and to forever refrain from irrigating the land and limit water use in accordance with the terms of the easement.

Terms of Amendment

1. The NDNR and the Landowner(s) agree that, notwithstanding any terms of the original Contract, the Landowner(s) may enter into a **permanent** easement with the

_____ Natural Resources District in which the land currently enrolled in CREP is situated to forever refrain from irrigating the land and prohibit water use on the land in accordance with the terms of the easement and that the easement shall take affect the day after the ending day of the Contract. The easement entered into shall contain all the provisions agreed to by NDNR and the District, a copy of which shall be attached to this document by the NDNR upon the Director's approval.

2. The Landowner(s) agree(s) to continue to adhere to all other terms of the Contract and to fully participate and adhere to the requirements of CREP until the contract period of the Contract has ended. If there is a violation of the terms of the original Water Use Contract or the federal CREP agreement, or if the original Water Use Contract or the federal CREP agreement is terminated, the Landowner(s) agree to repay the NDNR the entire amount of any payments received from the NDNR including liquidated damages of 20 percent of all amounts paid under the contract.
3. This amendment becomes effective upon the filing of a copy of the completed permanent easement in the Department of Natural Resources.

Signatures of All Landowners and any Lienholders

Signature
By: _____
Print Name
Dated this ____ day of _____, 201__

By: _____
Dated this ____ day of _____, 201__

By: _____
Dated this ____ day of _____, 201__

By: _____
Dated this ____ day of _____, 201__

By: _____
Dated this ____ day of _____, 201__

By: _____
Dated this ____ day of _____, 201__

By: Brian Dunnigan, P.E., Director
Dated this ____ day of _____, 201__