

STATE OF NEBRASKA

NEBRASKA PLATTE-REPUBLICAN CONSERVATION RESERVE  
ENHANCEMENT PROGRAM

REQUEST FOR AMENDMENT OF WATER USE CONTRACT  
TO ALLOW CONTRACTOR TO ENTER INTO  
A PERMANENT EASEMENT FOR RETIREMENT OF WATER USE FOR  
IRRIGATION

**Instructions:** This form is to be completed and signed by **all** the **current** owners and any lienholders of lands included in the Water Use Contract described below. A separate form is required for each Water Use Contract. Complete the following and sign and date on the lines provided on Page 4.

1. Water Use Contract Number: \_\_\_\_\_
  
2. Are all lands included under this Water Use Contract to be included in the permanent easement? \_\_\_Yes \_\_\_No **If no**, attach to this form an aerial photograph provided and marked by the local natural resources district that identifies the lands that will be included in the permanent easement. If there are two or more groundwater wells associated with the Water Use Contract, the aerial photograph shall identify by different cross-hatching patterns the lands included in the permanent easement that are associated with each identified well.
  
3. List all surface water appropriations that are attached to the land which will be included in the permanent easement. Your signature on this form, and the filing of the final permanent easement, documents your relinquishment of all surface water appropriations attached to the lands included under the easement and your agreement that such water appropriations may be cancelled at the time the permanent easement takes effect. \_\_\_\_\_  
\_\_\_\_\_
  
4. List all groundwater well registration numbers for groundwater wells registered to irrigate the lands that will be included under the permanent easement.  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Attach to this form a recently completed report of title on a form issued by the local natural resources district. Attach a list of the current addresses of all landowners and lienholders if not included on report of title.
  
6. Attach to this form verification of a conditional offer for a permanent easement signed by the local natural resources district.

7. Fill in the blanks on page 3.
8. All landowners and lienholders shown on report of title must sign in area provided on page 4. Sign on the first line, and print the name on line that starts with "By." If a person signing is signing for another person as a personal representative or as a person having power of attorney, documentation of such representation must be provided. If more signature lines are required, contact the Department of Natural Resources at (402) 471-2363.
9. Send the completed form to: Department of Natural Resources  
P.O. Box 94676  
Lincoln, NE 68509-4676

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.

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 Resource 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. 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.
4. 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 Lienholders:

\_\_\_\_\_

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: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: Gordon W. Fassett, P.E.  
Director of Department of Natural Resources

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_