

CREP contract not more than four acre inches may be applied for the purpose of establishing a long-term vegetative conservation cover on the Eligible Irrigated Land, as outlined in an approved Conservation Plan of Operations.

6. ~~Landowner will not apply water from any other surface water or ground water source to the Eligible Irrigated Land during the Contract Period.~~

7. Upon expiration or early termination of the CREP contract, the use of the surface water from the surface water appropriation(s) listed in Section 4 shall be restored to Landowner. The NDNR will give effect to the requirements of Neb. Rev. Stat. § 46-229.04(4)(g).

8. During the Contract Period, Landowner will not transfer the right to use water under any appropriation listed above to any other land, whether or not owned or otherwise under the control of Landowner.

9. If Landowner has surface water rights held by a Local Water Authority, Landowner will continue to pay any applicable water delivery, power interference, and/or operation and maintenance charges, as referenced in Part B, below, during the Contract Period.

B To be completed by Local Water Authority only if the water right for the Eligible Irrigated Land is held by an entity other than the Landowner

1. Acquiescence of irrigation district, reclamation district, public power and irrigation district, or mutual irrigation or canal company that holds the appropriation (**NOTE:** if the appropriator of record is an individual, skip this item. In such instance, Landowner agrees to be bound by Part C in addition to Part A of this Section 4.):

2. **Certification of Local Water Authority:** *The undersigned district/company agrees to maintain Landowner(s)' right(s) to use the applicable surface water appropriation as long as Landowner continues to pay any applicable water delivery, power interference, and/or operation and maintenance charges, and shall refrain from transferring such appropriation to any other land during the Contract Period or as a result of this Agreement or the agreement between the United States Department of Agriculture and the Landowner.*

a) PRINT NAME OF DISTRICT/COMPANY	b) NAME OF AUTHORIZED REPRESENTATIVE
c) DATE	d) SIGNATURE OF AUTHORIZED REPRESENTATIVE

C To be completed by all Landowners who hold the Surface Water Right for the Eligible Irrigated Land Themselves

I agree to apply for, prior to the beginning date of the Contract Period, a temporary transfer of the subject surface water rights to an in-stream flow use pursuant to Neb. Rev. Stat. §46-290(5). I understand that, in the event that a temporary transfer is not obtained, I will not be eligible to participate in CREP. I understand that this Agreement is not effective until a valid temporary transfer has been obtained.

1 NAME OF LANDOWNER	2 SIGNATURE	3 DATE

For additional Landowners, use another copy of this page and enter remaining names, signatures and dates.

1. Landowner represents that all registered water well(s) used to apply water to the Eligible Irrigated Land are depicted on Attachment #1.
2. ~~Landowner agrees to forbear use of the registered water wells listed in Section 5 for the Contract Period for the purposes of irrigating the Eligible Irrigated Land.~~
3. Landowner agrees that neither the Landowner nor any other individual or entity will make any use of, affect, transfer, sell, exchange, or otherwise ~~apply groundwater from the registered water wells~~ in the amount that was historically used on the Eligible Irrigated Land for any purpose during the Contract Period, and Landowner will help conserve all ground water subject to this Agreement, except, if determined necessary by the USDA, during the first twelve months after the effective date of the CREP contract not more than four acre inches may be applied for the purpose of establishing a long-term vegetative conservation cover on the Eligible Irrigated Land, as outlined in an approved Conservation Plan of Operations.
4. ~~Landowner will not apply water from any other source to the Eligible Irrigated Land during the Contract Period.~~
5. If Landowner is in a Natural Resources District with certified irrigated acres, Landowner will irrigate no more than the total number of certified irrigated acres Landowner holds less the number of acres enrolled in the CREP.
6. Upon expiration or early termination of the CREP contract, use of the ground water from the registered water wells listed in Section 5 shall be restored to Landowner, in accordance with all applicable rules and regulations in force at that time.

C To be completed by the Natural Resources District in which the ground water well(s) are located

1. The Natural Resources District certifies that the information contained in Section 5 is correct as indicated on the records of the Natural Resources District.
2. The Natural Resources District certifies that the groundwater well(s) listed are legal wells in compliance with Neb. Rev. Stat. § 46-602, and all applicable rules of the Natural Resources District.
3. If the Natural Resources District has certified irrigated acres, the Natural Resource District certifies that the acres proposed for enrollment in CREP are certified irrigated acres with the exception of any dryland acres permitted under the terms of the Landowner's USDA CREP contract.

a) Print name of Natural Resource District	b) Name of authorized Representative
c) Date	d) Signature of authorized Representative

6 General Provisions *(Applicable to all Landowners)*

A Right of Entry. Landowner(s) hereby grant the Nebraska Department of Natural Resources or its designee a right of entry onto the Eligible Irrigated Land for purposes of verifying Landowner(s)' compliance with the terms of this Agreement. Such entry shall not require prior notice to be provided to Landowner(s), and shall not be deemed trespass.

B Access to Farm Service Agency Records. Landowner(s) hereby grant the Nebraska Department of Natural Resources or its designee the right to obtain copies of Farm Service Agency records pertaining to the Eligible Irrigated Land.

C Duration of Agreement/Contract Period. This Agreement shall last for the same duration as a CREP contract between the United States Department of Agriculture and the Landowner with the effective dates as follows: