

**WATER LEASING AGREEMENT
BETWEEN
CENTRAL PLATTE NATURAL RESOURCES DISTRICT
AND NEBRASKA COMMUNITY FOUNDATION ACTING AS CONTRACTING AGENT OF THE
GOVERNANCE COMMITTEE OF THE
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **Central Platte Natural Resources District**, a political subdivision of the State of Nebraska, with its principal office located at 215 Kaufman Avenue, Grand Island, NE 68803, hereinafter referred to as "CPNRD" and the **Nebraska Community Foundation** a Nebraska non-profit corporation, with its principal office located at 8100 South 15th Street, Suite A, P.O. Box 83107, Lincoln, Nebraska 68501-3107, hereinafter referred to as "Foundation," acting as the contracting agent of the Platte River Recovery Implementation Program hereinafter referred to as "Program", with its principal office located at 4111 4th Avenue, Suite 6, Kearney, Nebraska 68845 (hereinafter the Nebraska Community Foundation and Platte River Recovery Implementation Program are collectively referred to as "Platte Program" and the Nebraska Community Foundation is referred to individually as the "Foundation"). CPNRD and the Platte Program may individually be referred to as "Party" and shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, CPNRD 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, Foundation is a Nebraska non-profit corporation, duly authorized to enter into lease agreements for the use of water to enhance, increase, and augment the flows of the Platte River pursuant to the Platte River Recovery Implementation Program ("Program");

WHEREAS, Foundation desires to enter into a pilot agreement with CPNRD to lease surface water;

WHEREAS, CPNRD and Central Nebraska Public Power and Irrigation District (Central) have entered into a "Water Exchange Memorandum of Understanding" dated XXX XX, 2020 that will allow Central to credit water withheld from irrigation to the Lake McConaughy Environmental Account under Central's appropriation A-17695 (herein after referred to as the "Environmental Account") under certain conditions; and

NOW, THEREFORE, the Parties mutually agree as follows:

1. LEASING SERVICE.

- a. CPNRD has agreed to reduce diversion of surface water from the Platte River to the Cozad, Thirty-Mile, and Southside Irrigation District (also known as Orchard-Alfalfa Irrigation) canals during the 2020 irrigation season pursuant to the terms and conditions of the Water Exchange MOU (MOU) attached to and made part of this agreement as Attachment A.
- b. The quantity of water leased to the Platte Program by CPNRD will be 6 inches per acre, as calculated in accordance with the MOU.
- c. The total quantity of water leased shall not exceed 15,000 acre-feet.

- d. Water that is leased will be credited to the Environmental Account in October of 2020.
2. LEASE PAYMENTS. The Platte Program shall pay CPNRD for the leasing service provided herein as follows:
 - a. The Platte Program shall pay \$90 for each acre-foot credited to the Environmental Account.
 - b. CPNRD shall invoice the Platte Program on October 31, 2020 for the actual quantity of water credited to the Environmental Account, with payment due within 60 days of invoice.
3. CREDITING OF WATER TO ENVIRONMENTAL ACCOUNT. Central, pursuant to the terms and conditions of the MOU, will inform the Nebraska Department of Natural Resources regarding the amount of water to be credited to the Environmental Account to be effective on October 1, 2020 in the same manner that other credits of water to the Environmental Account are handled.
4. TERM. The term of this Agreement shall commence on the date of execution by the Parties (the "Commencement Date") and shall expire on December 31, 2020.
5. DATA SHARING. CPNRD and the Platte Program agree to share all hydraulic and hydrologic data collected in association with this Agreement.
6. AVAILABILITY OF FUNDS. Each payment obligation of the Foundation is conditioned upon the continuation of the Platte River Recovery Implementation Program and the availability of appropriated funds for the Program. If funds are not allocated and available for the continuance of serviced provided in this Agreement, the Foundation may terminate the contract at the end of the period for which the funds are available.
7. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties hereto with respect to the water service contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.
8. AMENDMENT. No amendment to this Agreement shall be valid unless it is in writing and signed by the Parties hereto.
9. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. This Agreement may not be assigned by the Platte Program or the Foundation without the written consent of CPNRD.
10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
11. FOUNDATION. The Foundation has represented to CPNRD, and CPNRD hereby acknowledges, that the Foundation is the financial management entity providing support to the Governance Committee of the Platte Program and that the Foundation, by executing this Agreement, is acting as the contracting agent of the Governance Committee of the Platte Program.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

NEBRASKA COMMUNITY FOUNDATION

Date _____

By _____
Diane M. Wilson
Manager of Public/Private Partnerships

CENTRAL PLATTE NATURAL RESOURCES DISTRICT

Date _____

By _____
Lyndon Vogt
General Manager

PLATTE RIVER RECOVERY IMPLEMENTATION
PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this agreement.

Date _____

By _____
Jason M. Farnsworth
Executive Director

Attachment A
Water Exchange MOU