

COOPERATIVE CONTRACT FOR
BUFFER STRIP PROGRAM

THIS CONTRACT made and entered into this ___ day of _____, _____, by and between of _____, hereinafter referred to as the "Cooperator," and the Natural Resources District, hereinafter referred to as the "District."

WHEREAS, LB 1126 as adopted by the 1998 Nebraska Legislature establishes the Buffer Strip Act to encourage landowners to take sensitive land out of production for the purpose of reducing agricultural pollutants in runoff;

WHEREAS, the District and the Nebraska Department of Agriculture are responsible for implementing the Act and have established a Buffer Strip Program ("Program");

WHEREAS, the Cooperator desires to participate in the Program and has made an application to enroll land in the Program; and

WHEREAS, the application has been approved by the District and the Nebraska Department of Agriculture.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

I. THE COOPERATOR AGREES:

- A. To designate the tract(s) of land described in the application and shown in the aerial photo(s) as a Buffer Strip for the purposes of this Program.
- B. To develop and maintain, throughout the term of this contract, the tracts enrolled in the Program in the manner required by the Buffer Strip Act, its regulations, and the terms of this contract.
- C. To control all noxious weeds on lands enrolled in the Buffer Strip Program.
- D. All haying and grazing of land enrolled in the program shall meet NRCS conservation practice standards.
- E. The Cooperator shall immediately notify the district if land enrolled in the Program also becomes enrolled in the CRP, or receives payment from any other source, or if the land has, or is to be taken out of, the Program prior to the termination of the contract. In addition, during the contract period, the Cooperator shall notify the District if fields adjacent to the enrolled acres are planted to grass, or other vegetation, which would cause the adjacent field to be considered as something other than cropland through this program.
- F. To allow an inspection of the buffer strip to ensure compliance.

II. The District agrees:

- A. To administer the Program in the manner described and provided in Exhibit "A" and as further provided herein.
- B. To make annual payments to the Cooperator as set forth in the contract, subject to the availability of funds, as provided for in III(F).

III. It is mutually agreed:

- A. That the following practices and payments will apply to this contract:

Tract No.	Acres	Payment Rate/Acre	Date Established	Expiration Date	Annual Payment	Total Contract Payment

- B. The approved application submitted by the Cooperator, including the aerial photo and topographic map, as specified in the guidelines, is attached as Exhibit A and, by this reference, is made a part of this agreement.
- C. Payments under this contract shall be sent to:

- D. All payments made under this contract shall be made on _____ of each year, beginning in ____.
- E. If the Cooperator fails to plant or maintain the buffer strip or is otherwise in violation of the contract, all future payments under the contract shall be forfeited, the contract may be terminated, and the Cooperator may be required to repay any payments previously made.
- F. If sufficient funds are no longer available to make payments under the Program, the District may terminate or suspend the contract and all future payments under this contract.

By signing this contract, the Cooperator certifies that the statement made herein and on the application are true, complete, and correct.

LANDOWNER/COOPERATOR

 Social Security Number _____

 Social Security Number _____

NATURAL RESOURCES DISTRICT

Name _____
 Title _____