

Agenda Item: 9.

Memo to the Programs, Projects, and Operations Subcommittee

Subject: Mentored Youth Hunting – Renewal of Agreement with Nebraska Game and Parks Commission

Date: October 31, 2014

From: Eric Williams

In 2005, the Nebraska Game and Parks Commission (NGPC) approached the District about the utilization of the NRD-owned lands on “Vencil’s Island” located at the confluence of the Platte and Elkhorn Rivers in Sarpy County (see map) for mentored youth hunting and fishing. The current agreement (attached) expires in 2014.

NGPC has requested that the agreement, now called a “Memorandum of Understanding” (see attached draft) be renewed. A summary of the mentoring activities of the past three years is included.

The revised agreement would be for a three year period expiring in 2017, with a renewal option for an additional three year period.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a Memorandum of Understanding with the Nebraska Game and Parks Commission to allow for mentored youth hunting and fishing District property on Vencil’s Island, subject to changes deemed necessary by the General Manager and approved as to form by the District Legal Counsel.**

Vencil's Island Harvest Report

During the terms of the current agreement mentored youth hunts for archery deer, archery spring turkey and waterfowl have taken place on Vencil's Island. This access has given over 600 hrs of outdoor recreation opportunities to 61 youth and a chance to learn, hands-on what they were taught in Bowhunter Education. **The NPGC salutes the support of the Papio-Missouri River NRD in making this possible.**

Fall archery remains the major force in mentored hunting on the island. Each year several archers learn what it means to become a successful bow hunter – *far beyond the harvest*. Interest in archery is reaching an all-time high and the excitement for youth hunting is increasing. However, the impacts of the floods of 2012 and the drought-enhanced EHD breakout of 2013 are still being felt in the deer herds of eastern Nebraska and on Vencil's Island. The harvests rates may have been affected but it has not hampered the enthusiasm of the young archers. As mentioned before the impacts of this program go far beyond the number of critters being harvested.

Archery spring turkey allows a few interested youth the opportunities to experience the challenge of matching wits with the king-of-spring - *tom turkey*. Again during the past 3 springs the turkeys have had the upper hand. Some great educational moments have taken place – *for both the young hunters and the birds*.

Mentored Waterfowl has taken place, but has been pretty sparse. Challenges of hunting an ever-changing riverscape and turnover within the ranks of our partner groups has kept this program from reaching its full potential. Perhaps the next few years will see this trend reversed as there is interest from area parents and youth in such a program.

2014 Archery Deer Season (*in progress*)

- 5 Deer Harvested
 - 3 Doe
 - 2 Buck
- 21 hunts to date

2014 Archery Spring Turkey Season

- 0 Birds Harvested
- 13 Hunts on Vencil's Island

2013 Archery Deer Season

- 2 Deer Harvested
 - 2 Doe
- Youth "1st deer with Bow"
- 30 hunts held on Vencil's Island

2013 Archery Spring Turkey Season

- 0 Birds Harvested
- 8 Hunts on Vencil's Island

2012 Archery Deer Season

- 3 Deer Harvested
 - 3 Bucks
- Youth "1st with Bow & 1st Buck"
- Youth "1st Buck"
- 34 Hunts held on Vencil's Island

2012 Archery Spring Turkey Season

- 0 Birds Harvested
- 5 Hunts

MENTORED HUNT AGREEMENT

**Between Papio-Missouri River Natural Resources District
and
Nebraska Game and Parks Commission**

This Agreement expires three (3) years from the signed date.

I. INTRODUCTION:

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of the Papio-Missouri River Natural Resources District (NRD), and the Nebraska Game and Parks Commission (NGPC) regarding mentored hunting on the NRD's Vencil's Island located on the convergence of the Platte and Elkhorn Rivers in Sarpy County (Vencil's Island).

II. PURPOSE:

The NRD has ownership in the Vencil's Island tract. Said tract creates public use value and interest for youth hunts and related purposes.

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for hunting and outdoor related activities;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of NRD and NGPC is to manage the game populations on Vencil's Island and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth archery deer and archery turkey hunts on Vencil's Island.
2. Develop hunt criteria, in concert with NRD, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select, and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt Vencil's Island.
5. Provide NRD with adequate signage. Coordinate with NRD for their use.
6. Provide NRD with padlock & key as mutually agreed upon.
7. Provide NRD with list of selected hunters and hunters' vehicle descriptions and license plates.
8. Provide NRD with a list of assigned mentors and the youth they are assigned to mentor.

9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to the Program.
10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. NRD'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on Vencil's Island.
3. Coordinate the use of signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. NRD retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on Vencil's Island.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Deny access to Vencil's Island for hunting purposes to all individuals except those listed as: (1) employees of NRD; (2) NGPC employees assigned, scheduled, or authorized access by NRD or NGPC; (3) selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and NRD.

IV. LIABILITY:

NRD is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned, or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

NRD is providing access to the Vencil's Island for youth mentored hunts without any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the Vencil's Island as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in Douglas, Sarpy, Cass, Saunders, or Lancaster counties, will

be mailed information packets by NGPC outlining the youth mentored hunt opportunities. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access Vencil's Island during the hunting season; neither the mentor nor youth shall have access to Vencil's Island without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on Vencil's Island for the first three outings and within 70 yards of their youth at all times for the archery program.

VI. SEASONS

A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, which dates shall run from **September 1 – January 15** unless otherwise altered by the NGPC or NRD.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, which shall run from **September 15 – January 31 & March 25 – May 31**, unless otherwise altered by the NGPC or NRD.

B. **SCOUTING TRIPS/PREPARATION.** Mentors and their assigned youth shall have access to Vencil's Island in August for Fall Scouting Trips, and March for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with Vencil's Island, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the season opening date. Youth family members shall have no other access to Vencil's Island.

C. **CLOSING VENCIL'S ISLAND DURING SEASONS.** NRD and the NGPC retain the right to close Vencil's Island, or any portion of Vencil's Island, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, NRD, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by NRD and NGPC. NRD reserves the right to exclude hunting on approved dates, at their discretion.

D. **APPLICABLE LAWS.** During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps, and certification in their possession while hunting. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or NRD.

E. **ACCESS TO VENCIL'S ISLAND DURING SEASONS.** For purposes of the hunts under this Program, no other NGPC personnel shall have access to designated hunting areas on Vencil's Island, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled, or authorized by NRD.

VII. GENERAL REQUIREMENTS AND GUIDELINES

A. New mentors must attend a mandatory visit to Vencil's Island, prior to hunting, to be held on a mutually agreed date between the NRD, participants, and NGPC.

B. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer,

and one-half hour before sunrise to sunset for turkey. Youth hunters and their mentor may access Vencil's Island one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on Vencil's Island until the game is recovered or tracking efforts become futile.

- C. Participants, including youth hunter and mentor, shall only access Vencil's Island through the designated entrances at Vencil's Island.
- D. All participants entering or leaving Vencil's Island shall display a placard provided by NGPC in a visible location on the vehicle.
- E. Hunting shall only be conducted in areas designated by the NRD.
- F. All vehicles shall remain on NRD approved roadways while accessing Vencil's Island, unless the NRD provides permission for off-road use and such use will not cause undue damage to roads. If NRD allows off-road travel, only ATVs will be allowed off-road for the retrieval of game or movement of stands. NRD shall not assist with stuck vehicles.
- G. NGPC will provide signage for Vencil's Island, and coordinate with NRD for signs to be erected and maintained.
- H. NRD agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- I. Hunting stands and blinds must be removed from Vencil's Island by the hunter, mentor, or youth no later than January 30, weather permitting. The name of the hunter/owner must be permanently marked on each stand. NRD shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury, or property damage.
- J. All game harvested shall be reported to the NGPC Outreach Coordinator.
- K. Participants in the Program may harvest either an antlered or antlerless deer on Vencil's Island. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on Vencil's Island.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - (402) 471-6144 office
 - (402) 471-6144 cell
- **Eric Williams**, Natural Resources Planner, Papio-Missouri River Natural Resources District
 - (402) 444-6222 office

ATTEST

Nebraska Game and Parks Commission

Papio-Missouri River Natural Resources District

Signature

Signature

Title

Title

Date

Date

MENTORED HUNT AGREEMENT

**Between Papio-Missouri River Natural Resource District
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I. INTRODUCTION:

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II. PURPOSE:

The NRD has ownership in the Vencils Island tract. Said tract creates public use value and interest for youth hunts and related purposes.

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for hunting and outdoor related activities;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of NRD and NGPC is to manage the game populations on Vencils Island and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth waterfowl, archery deer and archery turkey hunts on Vencils Island
2. Develop hunt criteria, in concert with NRD, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt Vencils Island.
5. Provide NRD with adequate signage.

6. Provide NRD with padlock & key as mutually agreed upon.
7. Provide NRD with list of selected hunters and hunters' vehicle descriptions and license plates.
8. Provide NRD with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to the Program.
10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. NRD'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on Vencils Island.
3. Erect and maintain signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. NRD retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on Vencils Island.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Deny access to Vencils Island for hunting purposes to all individuals except those listed as: (1) employees of NRD; (2) NGPC employees assigned, scheduled or authorized access by NRD or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and NRD.

IV. LIABILITY:

NRD is entering into this agreement under provisions of Nebraska Revised Statutes §§ 37-730, 37-731, 37-732, 37-733, 37-734, 37-735, and 37-736, Recreation Limitation of Liability Act. These statutes limit liability for recreational activities on private or public land when those participating in such recreational activities have not provided monies for their participation to the NRD.

NRD is providing access to Vencils Island for youth mentored hunts without out any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under the Recreational Liability Act and Nebraska Revised Statutes §§ 37-729 through 37-736. All hunters accessing Vencils Island as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any

bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

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Youth Waterfowl Program. Youth (11 through 15 years of age), who have successfully completed Hunter Education and who reside in Douglas, Sarpy, Cass, Saunders, or Lancaster counties will be eligible to participate in the Youth Waterfowl Hunting Program. Youth will be assigned mentors by NGPC and/or its partners. Each mentor will be assigned youth hunters. At least one youth must accompany the mentor to access Vencils Island during the scouting period and/or hunting season; neither the mentor nor youth shall have access to Vencils Island without the other except when a mentor needs to make improvements or to prepare for the hunt. Mentors shall be within 70 yards of their youth at all times on Vencils Island for the waterfowl program

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A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, which dates shall runs from **September 1 – January 15** unless otherwise altered by the NGPC or NRD.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, which shall run **from September 15 – January 31 & March 25 – May 31**, unless otherwise altered by the NGPC or NRD.
3. The waterfowl hunt shall fall within the appropriate teal, duck and goose seasons in accordance with the dates established in NGPC order and rule and regulations. These dates will be established in accordance with Federal Framework, at the July/August Commission meetings.

- B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to Vencils Island in August for Fall Scouting Trips, and March for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with Vencils Island, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the season opening date. Youth family members shall have no other access to Vencils Island.
- C. CLOSING VENCILS ISLAND DURING SEASONS. NRD and the NGPC retain the right to close the Vencils Island, or any portion of Vencils Island, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, NRD, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by NRD and NGPC. NRD reserves the right to exclude hunting on approved dates, at their discretion.
- D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or NRD.
- E. ACCESS TO VENCILS ISLAND DURING SEASONS. For purposes of the hunts under this Program, no other NGPC personnel shall have access to designated hunting areas on Vencils Island, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled or authorized by NRD.

VII. GENERAL REQUIREMENTS AND GUIDELINES

- A. New mentors must attend a mandatory visit to Vencils Island, prior to hunting, to be held on a mutually agreed date between the NRD, participants and NGPC.
- B. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey and waterfowl. Youth hunters and their mentor may access Vencils Island one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on Vencils Island until the game is recovered or tracking efforts become futile.
- C. Participants, including youth hunter and mentor, shall only access Vencils Island through the designated entrances at Vencils Island..
- D. All participants entering or leaving Vencils Island shall display a placard provided by NGPC in a visible location on the vehicle.
- E. Hunting shall only be conducted in areas designated by the NRD.
- F. All vehicles shall remain on NRD approved roadways while accessing Vencils Island, unless the NRD provides permission for off-road use and such use will not cause undue damage to roads. If NRD allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. NRD shall not assist with stuck vehicles.

- G. NGPC will provide signage for Vencils Island which signs are to be erected and maintained by the NRD.
- H. NRD agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- I. Hunting stands and blinds must be removed from Vencils Island by the hunter, mentor or youth no later than January 30, weather permitting. The name of the hunter/owner must be permanently marked on each stand. NRD shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- J. All game harvested shall be reported to the NGPC Outreach Coordinator.
- K. Participants in the Program may harvest either an antlered or antlerless deer on Vencils Island. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on Vencils Island.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - (402) 471-6144 office
 - (402) 471-6144 cell
- **Eric Williams, TITLE, NRD**
 - (xxx) xxx-xxxx office
 - (xxx) xxx-xxxx cell

ATTEST

Nebraska Game and Parks Commission

Papio-Missouri River Natural Reseource District

Signature

Signature

Title

Title

Date

Date

Sarpy County, Nebraska



Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 0.6 mile

10/27/2011

AGREEMENT

BETWEEN THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE NEBRASKA GAME AND PARKS COMMISSION

This agreement made on 20th day of AUGUST, 2008, between the Papio-Missouri River Natural Resources District, herein referred to as the District, pursuant to Sections 2-3235 of Revised Statutes of Nebraska, 1943, and the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, pursuant to Sections 37-301, 37-304, Revised Statutes of Nebraska, 1998, 37-303, Revised Statutes of Nebraska, 2000.

WITNESSETH:

WHEREAS, The District has ownership of a tract of land commonly known as Vencil's Island (Glasshoff tract) (described in the legal description attached hereto as Exhibit A and incorporated herein by reference), for the Western Sarpy Clear Creek Flood Reduction Project (hereinafter referred to as the project).

WHEREAS, the Vencils Island tract creates public use value and interest for youth hunts and related purposes;

WHEREAS, the District therefore desires to enter into agreement with the Commission, to provide limited access and management on said lands for the purpose of controlling and administering youth hunts thereupon;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, covenants and conditions, herein contained, the parties hereto agree as follows:

- A. The District and the Commission shall take the necessary steps to ensure that this area is accessible and Commission activities thereon limited to (1) mentored youth archery big game hunting (2) mentored youth shotgun and archery turkey hunting, and (3) mentored youth shotgun waterfowl hunting, all under the direction of the Commission. A restriction prohibiting rifles and hand guns will be enforced.
- B. The Commission shall promulgate specific area regulations mutually agreed upon by the District and Commission; and the Commission shall enforce state statutes and regulations related to hunting, fishing, boating, trapping, and specific area regulations governing administration and use of property on this area as necessary and within its legal authority.
- C. The Commission shall place appropriate signs guiding, directing and restricting public access and use.
- D. The Commission shall not be responsible for noxious weed control in accordance with Nebraska statutes.

- E. The Commission shall assist with the management of wildlife and fishery resources. The District and Commission will mutually plan and implement management activities on planted and native vegetation on this area as necessary and appropriate, within the limits of available funds, and consistent with policies of the District and Commission.
- F. The District may enter into agricultural leases that are compatible with the public activities under this agreement, such as existing lease arrangement attached hereto as Exhibit B and incorporated herein by reference, and the Commission's rights under this Agreement shall be subject to such lease agreement(s). The Commission shall be required to obtain from the District's lessee(s) any consents to the Commission's activities under this Agreement that may be required, and the Commission shall be solely responsible for all crop damages caused by its activities under this Agreement.
- G. The District's officers, directors, agents, employees and permittees, at all times and places to have full ingress fro passage over and egress from all of said lands for the purpose of carrying on operations of the District.
- H. The District's directors, agents, employees and permittees and lessees may remove from said lands any and all materials necessary for construction, operation and maintenance for the project facilities or for other purposes, provided that no such removal be made without prior notice to the Commission.
- I. The Commission's officers, employees, and representatives may enter upon the land and water areas of this area at any time and for any purpose necessary or convenient in connection with management, maintenance, and operation of this area according to this Agreement.
- J. Except as may be caused by negligence of the District, the District shall not be responsible for, and the Commission shall defend, indemnify and hold the District harmless from and against all liability, causes of action and claims relating to, property damages or personal injuries which may arise from or be incident to the exercise of the privileges herein granted, damages to the property of the Commission, or damages to the property or injuries to the person of the Commission's employees.

GENERAL MAINTENANCE OF THE PROJECT AND AREA.

By mutual agreement with the District,

- A. The Commission may perform routine maintenance of access road, trails, parking lots and gates on the area, but shall assume no responsibility for major repair or renovation of same.
- B. All improvements constructed by the Commission at its sole cost and expense shall be and remain the property of the Commission; provided, however, the Commission shall remove or cause to be removed the respective improvements at its sole cost and expense within 90 days from and after the termination of this Agreement, or respective part thereof, and shall restore the land to a safe and natural condition. These improvements shall include minor

enhancements to the area that benefit youth hunting, installation of pit or free-standing blinds, ground blinds, tree stands, vehicle access features and limited parking areas. It is expressly understood the installation of pit or free-standing blinds for waterfowl hunting shall not exceed three blinds (two on the Platte River and one on the Elkhorn) to be located within 600 yards of the southern end of Vencil's Island.

- C. All improvements constructed by the District upon the said lands and all improvements existing upon said lands at the time of execution of this agreement shall be the property of the District and shall remain so vested. The Commission shall make no additions, alterations, or improvements thereto, not already mentioned in this agreement, without the prior written consent of the District.
- D. The District shall retain responsibility for major repairs or renovations to drainage ways, channels, erosion control structures, and the like.

TERMS AND CONDITIONS

- A. This agreement is valid for a term of three years from the date as first signed, with an option for a three year renewal by the Commission at the end of this initial term.
- B. This agreement may be terminated upon 180 days written notice by either party to the other party.
- C. The District and Commission shall observe an opportunity for contract amendments at one mutually agreed upon time each year, any such amendments to be subject to approval by the District's Board of Directors.

In Witness whereof, the parties hereto have executed this agreement as of the day and year first written.

Papio-Missouri River NRD

by

Joe Hill
General Manager

Date

8/20/08

Nebraska Game and Parks Commission

by

Rep Ormack
Director

Date

September 18, 2008

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
LEASE AGREEMENT**

This Lease Agreement (hereinafter called "THIS LEASE") is made this 2nd day of April, 2008, between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called "LESSOR"), on the one hand, and **ARTHUR BRUGMANN** (hereinafter called "LESSEE"), on the other hand.

FOR AND IN CONSIDERATION of the payment of rent in the amount of Eight Thousand Five Hundred Ninety-nine Dollars (\$8,599.00), LESSOR does hereby lease unto LESSEE the following described property in Sarpy County, Nebraska (hereinafter called "THE PREMISES"), more particularly described as follows:

Tax Lot 1A in Section 5, Township 13 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, together with all accretions thereto; and,

Tax Lot D in Section 29, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, together with all accretions thereto; and,

Tax Lot 1 in Section 32, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, together with all accretions thereto; and,

A tract of land in Tax Lot 5 in Section 33, Township 14 North (T14N), Range 10 East (R10E) of the 6th p.m., Sarpy County, Nebraska, more particularly described as follows: Beginning at the NW corner of said Section 33; thence East along the North line of said Section 33, a distance of 420.00 feet; thence Southerly to a point on the South Line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, being 410.00 feet East of the SW corner of the NW $\frac{1}{4}$; thence Southwesterly to a point on the South Line of the NW $\frac{1}{4}$, being 225.00 feet East of the West $\frac{1}{4}$ Corner of said Section 33; thence continuing Southwesterly to the SW Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 33; thence continuing North along the West Line of said Section 33 a distance of 3960 feet to the NW Corner of said Section 33 and the Point of Beginning, together with all accretions thereto;

comprising 132.3 tillable acres, more or less, together with all other improvements appurtenant to THE PREMISES, for agricultural purposes, for a term beginning as of the execution of THIS LEASE and terminating at 11:59 o'clock, P.M., on October 15, 2008. The rent heretofore provided shall be paid by the LESSEE to the LESSOR in two equal installments, the first such installment to be paid on or before April 12, 2008 and the second such installment to be paid on or before September 1, 2008.

LESSEE covenants with LESSOR that, except as hereinafter provided, at the expiration of the term of THIS LEASE, LESSEE will yield possession of THE PREMISES, including all

improvements, to LESSOR without further demand or notice, in as good order and condition as when the same was entered upon by LESSEE.

LESSEE further covenants with LESSOR as follows:

1. TILLAGE AND WEED CONTROL: LESSEE shall furnish all the labor, materials and equipment necessary to control erosion on THE PREMISES and keep THE PREMISES free of weeds, including adjoining fence lines and highways; and eliminate all weeds before they mature to seed; provided that LESSEE shall not be required to control erosion or control weeds and tillage to any further extent than is necessary to maintain THE PREMISES in its current condition.

2. CARE OF PREMISES: LESSEE agrees to keep THE PREMISES and every part thereof in good repair, ordinary wear and tear excepted, including fences and buildings, without charge or cost to LESSOR, and agrees that, except as otherwise provided in THIS LEASE, no alterations, or changes of any kind or character, will be made by LESSEE without written consent of LESSOR. LESSOR shall not be liable for any loss or damage that may result from any destruction or defective condition of the land, buildings, structures, or equipment thereon. LESSEE shall employ good agricultural husbandry, and shall not commit waste of any part of THE PREMISES. During LESSEE'S possession of THE PREMISES LESSEE shall not erect any new or additional structures on THE PREMISES without LESSOR'S written authorization, and shall not borrow or spoil any earth or other materials on any part of THE PREMISES. During LESSEE'S possession of THE PREMISES LESSEE shall not harvest or otherwise damage or remove any trees exceeding 10 feet in height, or 2 inches in diameter at breast height, now growing on THE PREMISES.

3. PASTURES, MEADOWS, and WETLANDS: LESSEE agrees to not over-graze pastures nor plow up any meadow or pasture land without the consent of LESSOR. LESSEE shall not cultivate or otherwise damage any wetlands that were not cultivated during the years 2000 through 2007.

4. RIGHT OF ENTRY: LESSOR hereby reserves the right to enter upon THE PREMISES at any time for the purpose of viewing same; conducting borings and other studies or surveys; for making repairs, alterations, or improvements thereon; or, for attending to any business matters pertaining to THE PREMISES, provided, however, LESSOR shall reimburse LESSEE for any actual damages caused to any growing crops as a result of LESSOR'S exercise of such right of entry.

5. SIGNAGE: The LESSOR reserves for itself the exclusive right to permit informational or advertising signs of any kind on THE PREMISES.

6. INSURANCE: LESSEE shall indemnify and hold harmless LESSOR from and against all claims, demands, or causes of action brought by third persons for damages for personal injury or property damage arising from LESSEE'S use of THE PREMISES. LESSEE agree to maintain a comprehensive general liability insurance policy on THE PREMISES during the term of THIS LEASE.

7. HUNTING AND FISHING. LESSEE shall not permit hunting or fishing or any other form of public entry on THE PREMISES during the term of THIS LEASE.

LESSOR may allow youth mentored hunting via Nebraska Game and Parks Commission during the term of THIS LEASE.

8. THIS AGREEMENT shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.


ARTHUR BRUGMANN
Address: 7909 S. 216th Street, Gretna, NE 68028

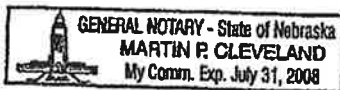
**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**
8901 South 154th Street
Omaha, NE 68138-3621


By 
JOHN WINKLER
General Manager

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 2nd day of April, 2008, before me, a Notary Public in and for said County, personally came the above named JOHN WINKLER, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and he acknowledged his execution of said instrument to be his voluntary act and deed and the voluntary act and deed of such natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.





Notary Public