

Agenda Item: 7.

Memo to the Programs, Projects, and Operations Subcommittee

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

Date: October 27, 2011

From: Gerry Bowen

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 2011.

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 2014, 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. These hunting opportunities have given access to just over 60 youth, approximately 620 hrs of outdoor recreation. The NPGC salutes the support of the Papio-Missouri River NRD in making this possible.

Archery remains the major force in mentored hunting on the island. Each year several archers learn the ropes of what it means to become a successful bow hunter – far beyond the harvest.

Archery spring turkey allows a few the opportunities to experience the challenge of matching wits with a lovelorn tom turkey. To this point the turkeys have prevailed.

Mentored Waterfowl has taken place with a couple of ducks harvested, but the hunting has proven a little tougher than hoped as the river changes the playing field on a regular basis.

2011 Archery Deer Season

- 1 Deer Harvested
 - 1 Doe
- Early Season
- 9 hunts to date

2011 Archery Spring Turkey Season

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

2010 Archery Deer Season

- 2 Deer Harvested
 - 1 Doe
 - 1 Buck
- 37 Hunts held on Vencil's Island

2010 Archery Spring Turkey Season

- 0 Birds Harvested
- ~10 Hunts on Vencil's Island

2009 Archery Deer Season

- 4 Deer Harvested
 - 2 Does
 - 2 Bucks
- Youth Harvest a "First Deer with a Bow"
- 32 Hunts held on Vencil's Island

2009 Archery Spring Turkey Season

- 0 Birds Harvested
- 8 Hunts

2008 Archery Deer Season

- 2 Deer Harvested
 - 2 Does
- Youth Harvest a "First Deer"
- 29 Hunts held on Vencil's Island

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 Wild*
General Manager

Date 8/20/08

Nebraska Game and Parks Commission

by *Ray Amack*
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 Bruggmann
ARTHUR BRUGMANN
Address: 7909 S. 216th Street, Gretna, NE 68028

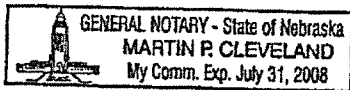
**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**
8901 South 154th Street
Omaha, NE 68138-3621

By John Winkler
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.



Martin P. Cleveland
Notary Public

MEMORANDUM OF UNDERSTANDING BETWEEN:

Papio-Missouri River Natural Resource District and Nebraska Game and Parks Commission

This Memorandum of Understanding expires three (3) years from the signed date

I INTRODUCTION:

The **Papio-Missouri River Natural Resource District (NRD) and Nebraska Game and Parks Commission (NGPC)** are interested in The Youth Mentored Hunting Program and this Memorandum of Understanding outlines general hunt guidelines and the obligations and responsibilities of the NRD and NGPC regarding youth mentored hunting on NRD property located on the convergence of the Platte and Elkhorn Rivers in Sarpy County, commonly referred to as Vencils Island further described in the legal description attached hereto as Exhibit A and incorporated herein by reference,

II PURPOSE:

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

The goals of the NGPC 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;
- Stimulate in youth an excitement regarding hunting and the out-of-doors;
- Assist youth in developing a personal understanding of hunting success; the experience rather than the harvest; and
- Provide opportunities for youth who otherwise lack a mentor.

The joint goal of NRD and NGPC is to provide limited access and management on said lands for the purpose of controlling and administering youth hunts thereupon as well as to manage the game populations on Vencil's Islands and provide local youth with educational based recreation through appropriate conservation practices.

III. LIABILITY:

The 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 landowner.

The NRD is providing this access 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 mentors accessing NRD property as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

IV. SEASONS:

NRD and/or NGPC retain the right to close NRD property to the program for any portion of the hunt as they deem appropriate. This MOU would allow NGPC to coordinate mentored youth hunts on the Vencil's Islands property. Specific hunt details will be developed jointly by NGPC and NRD staff.

The NRD archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate deer season, September 15 – January 18.

The NRD turkey hunt shall fall within the regular statewide turkey seasons; September 15 – December 31, 2011 and March 25 – May 31, 2012.

The NRD youth waterfowl hunt shall fall within the following state waterfowl seasons:

- Teal season;
- Youth Waterfowl season
- Low Plains Late
- East Unit Dark

All applicable Nebraska laws and hunting rules and regulations apply. All hunters, mentors and youth 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.

All dates are to be mutually agreed upon by NRD and NGPC. NRD reserves the right to exclude hunting on approved dates at their discretion.

V. PROGRAMS OFFERED:

Youth Wild Turkey & Archery Deer Program:

Youth, 12 through 17 years of age who have successfully completed Bow Hunter and/or Hunter Education and who reside in Douglas, Sarpy, Cass, Saunders and/or Lancaster counties, will be mailed information packets by NGPC outlining the youth hunt opportunities. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. 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 NRD property during the hunting season; neither the mentor nor youth shall have access 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 NRD property for the first three outings and within 70 yards of their youth at all times for the archery program.

Participants may harvest either an antlered or antlerless deer; when a mentor harvests an antlered deer, the mentor's following deer must be antlerless. Youth and mentors possessing second archery deer permits may fill second archery deer permits on NRD property.

Participants may harvest any legal wild turkey except that a Male or bearded turkey may only be harvested

between March 25-May 31, inclusive.

Youth Waterfowl Program:

The NGPC will coordinate efforts with trained mentors from a local waterfowl conservation organization to provide mentoring a opportunity that will focus on Sarpy and Saunders County youth, 12 through 15 years of age who have successfully completed Hunter Education. If an excess number of youth apply for the hunt openings, youth new to the program will be given priority. A youth must accompany each mentor to access NRD property during the hunting season; neither the mentor nor youth shall have access without the other during the waterfowl season. Mentors shall be within unaided visual and verbal range of their youth at all times on the NRD property.

Participants may harvest any legal waterfowl species during its respective open season.

All game harvested shall be reported to the NGPC Outreach Coordinator.

Vencil's Islands

Mentors and their assigned youth shall have access to the Vencil's Islands in August, prior to the hunting season, and in March of each year, following the hunting season for Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with the property, observe game 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 NRD property.

NGPC will provide NRD with a list of assigned mentors and the youth they are assigned to mentor along with a description of authorized vehicles and the vehicles' license plate numbers. For purposes of this hunt, no other personnel shall have access to designated hunting areas on NRD property, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled or authorized by NRD.

VI. REQUIREMENTS:

Orientation Meeting:

All new mentors wanting to participate in the program at the site must attend a mandatory site tour to be held on a mutually agreed date at the Vencil's Island property.

VII. GENERAL GUIDELINES and PROVISIONS:

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. Participants may access the property one hour before shooting hours begin and depart one-half hour after shooting hours close. Waterfowl shooting hours are one-half hour before sunrise to sunset. Waterfowl hunter may access the property two hours before shooting hours begin and depart one hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on the property until the game is recovered or tracking efforts become futile.

Vencil's Island:

Hunters shall access the site via County Road 94. All parking shall be conducted in designated areas approved by NRD.

All Hunters entering or leaving the site shall display a placard in a visible location on the vehicle. Placard will be provided by NGPC.

Hunting shall only be conducted in areas designated by NRD.

Vehicles shall remain on approved roadways while accessing the site, parking, hanging stands and retrieving harvested deer when such action will not cause undue damage to roads. ATV's will be allowed by special request only. NRD shall not assist with stuck vehicles.

NGPC will provide signage for NRD property; signs are to be erected and maintained by NRD.

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.

Hunting stands and blinds must be removed by the hunter, mentor or youth, from NRD property no later than January 30 each year, 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.

The NRD may enter into agricultural leases that are compatible with the public activities under this agreement and the NGPC's rights under this Agreement shall be subject to such lease agreement(s). The NGPC shall be required to obtain from the NRD's lessee(s) any consents to the NGPC's activities under this Agreement that may be required, and the NGPC shall be solely responsible for all crop damages caused by its activities under this Agreement.

The NRD's officers, directors, agents, employees and permittees, at all times and places to have full ingress for passage over and egress from all of said lands for the purpose of carrying on operations of the NRD.

The NRD'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 NGPC.

The NGPC'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.

Except as may be caused by negligence of the NRD, the NRD shall not be responsible for, and the NGPC shall defend, indemnify and hold the NRD 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 NGPC, or damages to the property or injuries to the

person of the NGPC's employees.

VIII. RESPONSIBILITIES OF PARTIES:

NGPC RESPONSIBILITIES:

1. Develop hunt criteria in concert with NRD to include seasons and eligibility for youth and mentors.
2. Recruit, select and assign youth and mentors.
3. Develop mechanism for and provide written permission to selected youth and mentors.
4. Provide NRD with adequate signage.
5. Provide NRD with combination padlock & combination for gates as mutually agreed upon for spring scouting trips.
6. Provide NRD with list of selected hunters and hunters' vehicle descriptions and license plates.
7. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to this special hunt.
8. Provide each authorized mentor a vehicle placard.
9. Limit usage of the property to mentored youth a) archery big game hunting, b) shotgun and archery turkey hunting, and c) shotgun waterfowl hunting.
10. Assist with the management of wildlife and fishery resources.
11. The NRD and NGPC 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 NRD and NGPC.

NRD RESPONSIBILITIES:

1. Work in concert with NGPC to develop hunt criteria including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas.
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.
5. Designate vehicle access and parking areas.
6. Provide access in accordance with youth season and pre-hunt scout dates to selected hunters.
7. Deny access to all individual except those listed below:
 - a. Employees of NRD and NGPC as assigned, scheduled or authorized by NRD or NGPC,
 - b. Selected mentors or youth, or
 - c. Nebraska Conservation Officers.
8. The NRD and NGPC 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 NRD and NGPC.

IX. MAINTENANCE OF THE PROJECT AND AREA

By mutual agreement with the NRD,

1. The NGPC 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.
2. All improvements constructed by the NGPC at its sole cost and expense shall be and remain the property of the Commission; provided, however, the NGPC 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.
3. All improvements constructed by the NRD 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 NRD and shall remain so vested. The NGPC shall make no additions, alterations, or improvements thereto, not already mentioned in this agreement, without the prior written consent of the NRD.
4. The NRD shall retain responsibility for major repairs or renovations to drainage ways, channels, erosion control structures, and the like.

X. TERMS AND CONDITIONS

1. 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 NGPC at the end of this initial term.
2. This agreement may be terminated upon 180 days written notice by either party to the other party.
3. The NRD and NGPC 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 NRD's Board of Directors.

XI. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - 402-471-6144 office
 - 402-326-8452 cell

- **Gerry Bowen**, Natural Resource Planner, Papio-Missouri River Natural Resource District
 - 402-444-6222 office

ATTEST

Nebraska Game and Parks Commission

Papio-Missouri River Natural Resource District

Signature

Signature

Title

Title

Date

Date