

Memorandum

To: Programs, Projects, and Operations Subcommittee

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

Date: July 25, 2008

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 2008, but includes an option for another three year period.

NGPC has requested (see attached letter) that the agreement be renewed. A summary of the mentoring activities of the past three years is included. They have also requested that the agreement be amended to include youth mentored trapping as another acceptable use on the property.

The draft, revised agreement is attached for your review. The revised agreement would expire in 2011.

- **Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an renewal agreement with the Nebraska Game and Parks Commission to allow for mentored youth hunting, fishing, and trapping on the Glasshoff Tract at Vencil’s Island, subject to changes deemed necessary by the General Manager and approved as to form by the District Legal Counsel.**



Nebraska Game and Parks Commission

Information & Education Division

2200 N 33rd, Lincoln, NE 68503

Phone: 402-471-0641 Fax: 402-471-1984



July 30, 2008

John Winkler
Papio-Missouri Natural Resource District
Chalco Hills Recreation Area
8901 S 154th St
Omaha NE 68138-3621

Mr. Winkler:

The Nebraska Game and Parks Commission respectfully requests a full renewal of our joint agreement covering education programs on the Vencil's Island tract. Since its initiation in 2005, this land tract has directly benefited our mentored hunting programs and the youth who have utilized this unique opportunity to learn about the state's natural resources first-hand.

Quality opportunities for certified mentors to introduce kids to hunting and the outdoors are very rare in the metro area. This agreement has afforded several opportunities to youth including:


1. Youth Mentored Archery Deer Hunting
2. Youth Mentored Archery Turkey Hunting


In 2008-09, two new opportunities will be realized on Vencil's Island including:

1. Youth Mentored Waterfowl Hunting thanks to the efforts of Cole Watts' Eagle Scout project that provided a well built youth waterfowl hunting blind
2. Youth Mentored Trapper Education Program recently developed by the University of Nebraska-Lincoln.

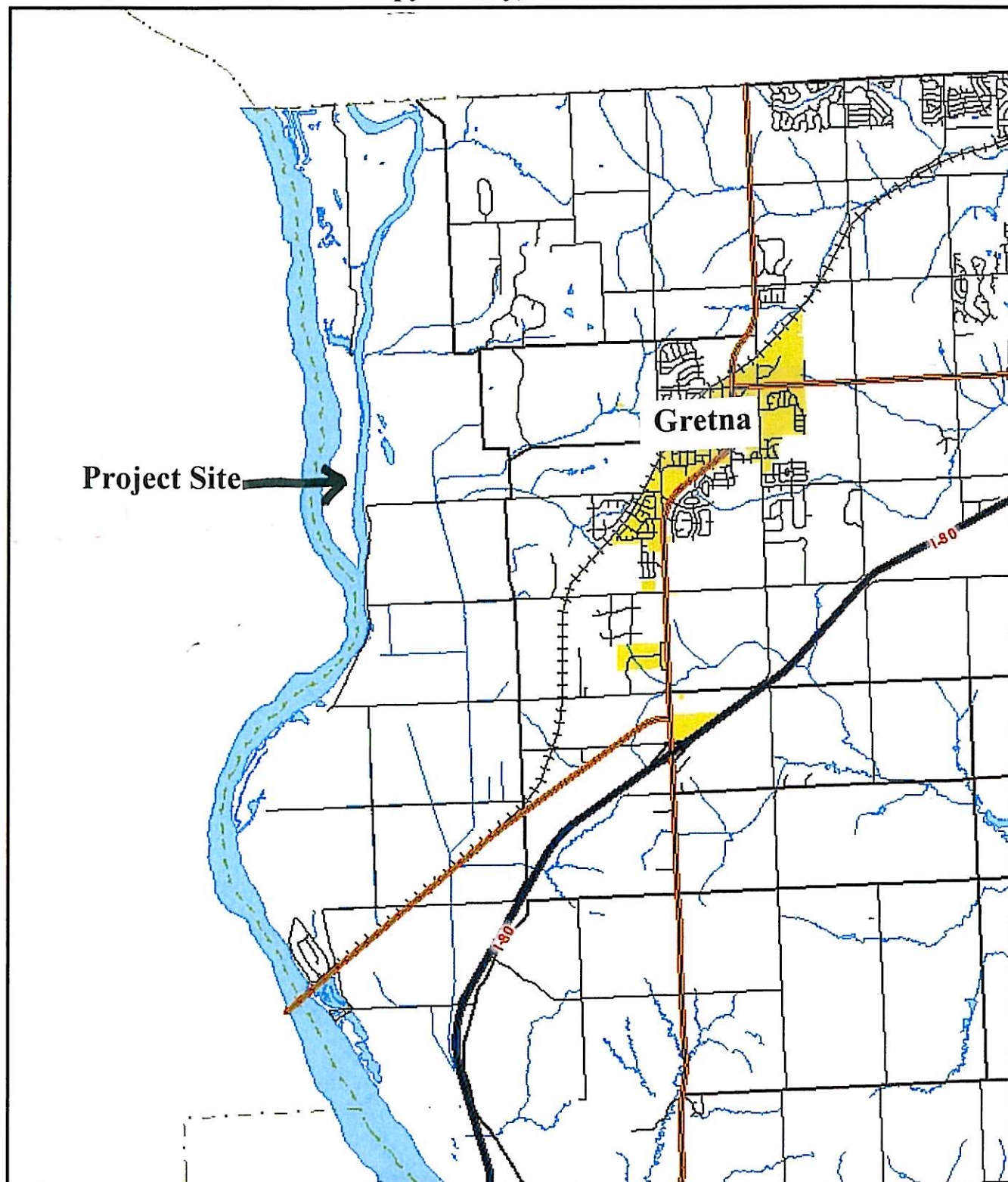
We greatly appreciate this partnership and look forward to continual growth of these programs that strive to introduce youth to nature and help kids find alternative methods of outdoor recreation in eastern Nebraska.

Thank You,


Jeff Rawlinson
Assistant Division Administrator
Information and Education

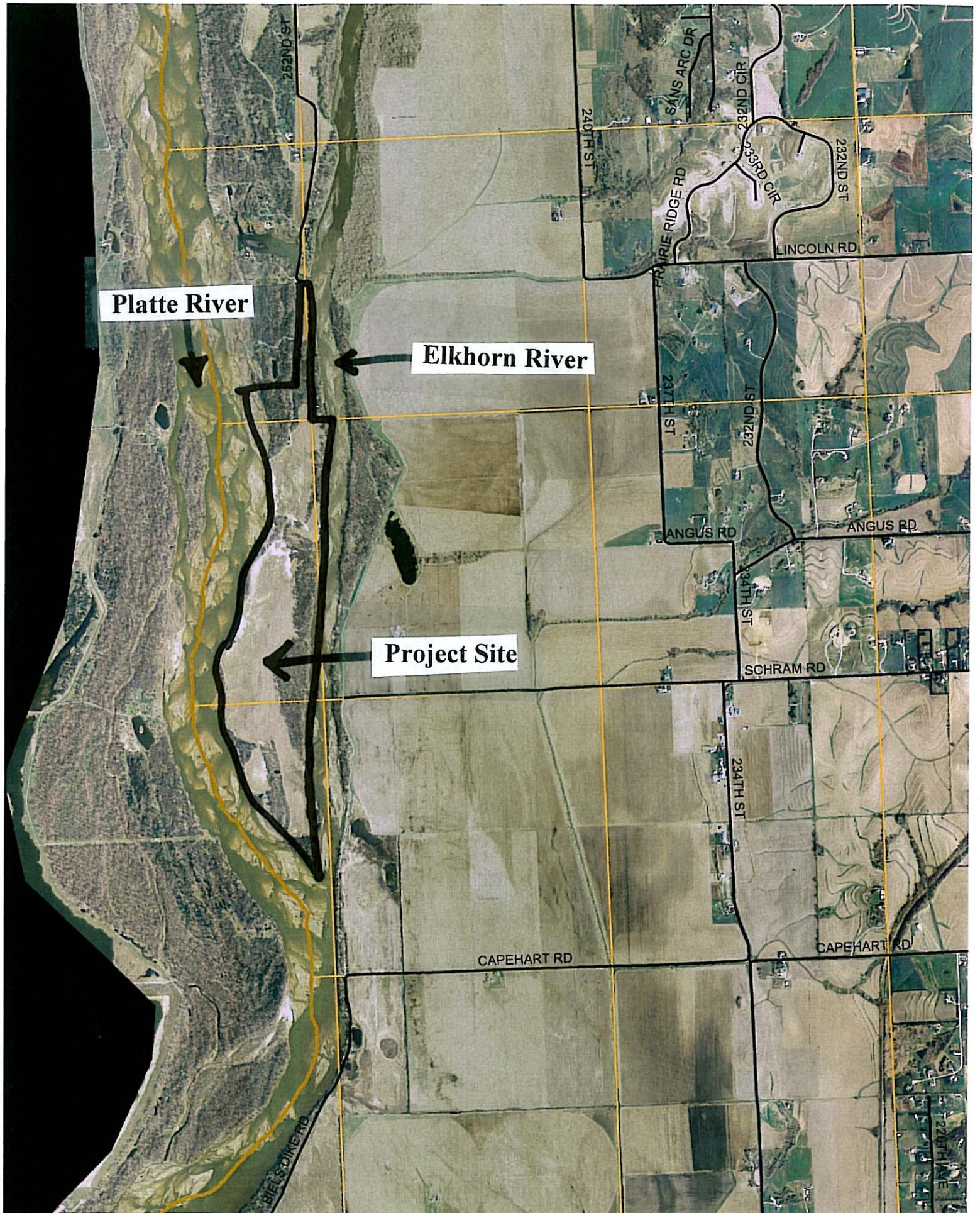

Aaron Hershberger
Outdoor Education Specialist
Hunter Outreach Coordinator

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 = 1.4 mile



AGREEMENT

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

This agreement made on _____ day of _____, **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, 1997, 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, (3) mentored youth shotgun waterfowl hunting **and (4) mentored youth trapper education programs**, 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

Nebraska Game and Parks Commission

by _____
General Manager

by _____
Director

Date _____

Date _____

AGREEMENT

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

This agreement made on 21st day of September, 2005, between the Papio-Missouri River Natural Resources District, herein referred to as the District, pursuant to Section 2-3235 of Revised Statutes of Nebraska, 1997, and the Nebraska Game and Parks Commission, hereinafter referred to as the Commission, pursuant to Sections 37-301 and 37-304, Revised Statutes of Nebraska, 1998, and Section 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 Vencil's Island tract creates public use value and interest for youth hunts and related purposes;

WHEREAS, the District therefore desires to enter into an 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 the existing lease agreement 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 for 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 shall 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 year from the date 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


General Manager

Date Sept. 15, 2005

Nebraska Game and Parks Commission

by


Director

Date September 21, 2005

Glasshoff Tract at Vencil's Island
--- Legal Description

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 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.

EXHIBIT A

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

This Lease Agreement (hereinafter called "THIS LEASE") is made this 10th day of March, 2005, between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter called "LESSOR"), on the one hand, and **ARTHUR BRUGMAN** (hereinafter called "LESSEE"), on the other hand.

FOR AND IN CONSIDERATION of the payment of rent in the amount of Ten Thousand Five Hundred Forty-Three Dollars (\$10,543.00), 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 ¼ of the NW ¼, being 410.00 feet East of the SW corner of the NW ¼; thence Southwesterly to a point on the South Line of the NW ¼, being 225.00 feet East of the West ¼ Corner of said Section 33; thence continuing Southwesterly to the SW Corner of the NW ¼ of the SW ¼ 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 162.2 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, 2005. 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 March 15, 2005 and the second such installment to be paid on or before September 1, 2005.

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. LESSEE further covenants that LESSEE will plant no crops other than soybeans without first obtaining the written consent of LESSOR.
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, 2001, 2002, 2003 and 2004.
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.

