

## MEMORANDUM

**To:** Programs, Projects and Operations Subcommittee

**Subject:** Nebraska Land Trust Agreement

**Date:** January, 2008

**From:** Jim Becic

The Nebraska Land Trust is a 501 C (3) nonprofit organization that is actively involved in land conservation in Nebraska. They are also a recognized leader in the development and acquisition of conservation and habitat easements within our District.

The P-MRNRD would like to increase the use of voluntary conservation easements for many of its projects and encourage the Trust to broaden its activity within the boundaries of the NRD.

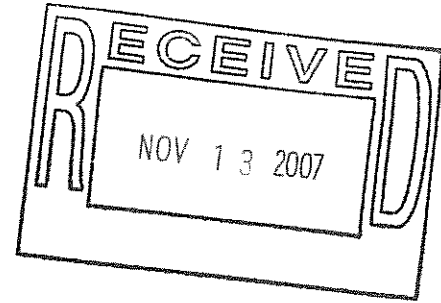
To this end, the NRD is proposing to assist the work of the Nebraska Land Trust to develop land protection and easement acquisition strategies; develop a fund raising plan, develop conservation easement templates; hold public meetings and other activities for specific areas within the Schramm District of Sarpy County as well as other areas within the District.

**Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Cooperative Assistance Agreement with the Nebraska Land Trust, calling for a \$5,000 payment by the District.**



November 9, 2007

John Winkler  
General Manager  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> St.  
Omaha, NE 68138-3621



Dear John,

Over the past year, the Nebraska Land Trust (NLT) has made significant progress in its efforts to protect land in the Schramm Conservation District through conservation easements. Since the Papio-Missouri River Natural Resources District (PMRNRD) provided \$5,000 in support for this effort last year through a Cooperative Agreement (CA), I want to inform you about some of the things we have done, in hopes that your Board will be willing to renew the CA for another year.

As you know, last spring the NLT entered into a Memorandum of Understanding (MOU) with Hawkins Construction Company and the PMRNRD to purchase a conservation easement protecting Platte River frontage. We recently signed a Letter of Agreement to pursue this easement, with the owners of a property on the river, adjacent to Schramm State Park and Highway 31. It is a key property at the bottom of a watershed, shaded in blue and labeled Property A on the enclosed map. Since the funding for this easement is limited, we have also applied for a State Wildlife Grant in the amount of \$50,000 to increase our "buying power."

In addition to these funds, we have an application pending with the Nebraska Environmental Trust, for \$1.1 million to purchase additional easements in the Schramm area, at 75% or less of appraised value. In preparation for this request, we wrote letters last July to 16 area landowners who had previously indicated some interest in easements. Essentially, we asked if they would allow a team of federal, state, NRD, and NLT officials to come on to their land to assess natural resources for easement protection. As you can imagine, in many parts of Nebraska, such a letter would get a quick trip to the round file. In this case, 11 of the 16 landowners requested that we visit their land and the locations of these properties are also shown on the enclosed map.

In August, the team did visit nine of these 11 properties and ranked them according to the resources that we found. All of the top properties contained portions of flowing creeks leading to the Platte and mature oak/hickory forest, including black oaks which can not be found further west. Several properties had restored tallgrass prairie; one is an organic farm; and there are 11 documented archeological sites among the three top properties

alone, which could qualify them for federal easement funds. The rankings are tentative because two remaining properties will not be ranked until next spring.

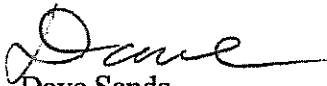
In addition to preserving the scenic beauty, woodlands, prairies, wildlife, agriculture, and rural atmosphere that characterize the Schramm District, conservation in the area would help to conserve soil and preserve water quality, since erosion and nonpoint pollution resulting from development could be severe in such a steep landscape.

Last but not least, we successfully applied to the Cooper Foundation in Lincoln for a \$20,000 grant to help cover the costs of this effort. It is our hope that the PMRNRD will continue to be a financial partner as well (in addition to the valuable in-kind support that we have received from Jim Becic), by renewing the \$5,000 CA which we entered into last year.

As you can imagine, this project requires a substantial amount of time and resources from the NLT. A Cooperative Agreement with the PMRNRD is an important component in our effort, from both a funding and philosophical standpoint, as it allows us to list the PMRNRD as a key partner when we seek additional support.

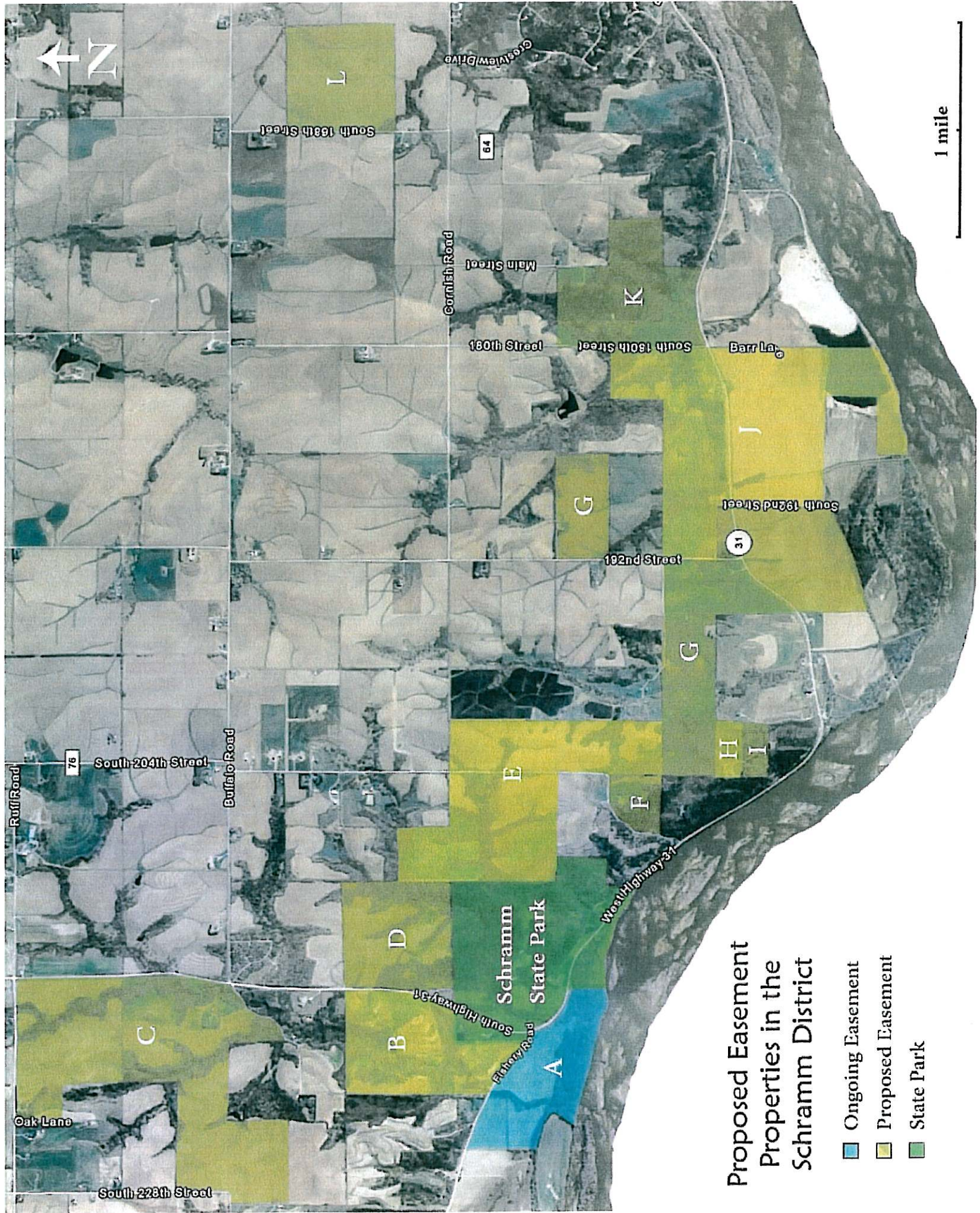
If you would like, I would be happy to give a brief presentation on our progress to your Board at an upcoming meeting. I would also be happy to visit in person with you, your board, or staff at an appropriate time. Please let me know whatever we can do to continue and further our partnership to protect the unique and beautiful Schramm Bluffs, and other sites of importance to the PMRNRD.

Sincerely,



Dave Sands  
Executive Director

Cc: Marlin Petermann



AGREEMENT BETWEEN  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
AND  
NEBRASKA LAND TRUST  
FOR  
COOPERATIVE ASSISTANCE

THIS AGREEMENT is made and entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as the "NRD") and the NEBRASKA LAND TRUST (hereinafter referred to as "the TRUST").

WHEREAS, The TRUST is a 501 (c) (3) nonprofit organization that has adopted Standards and Practices promulgated by the Land Trust Alliance and actively acquires or stewards conservation lands and conservation easements, with the goal of land conservation in Nebraska.

WHEREAS, the mission of the TRUST is to accept conservation easements or gifts of land to preserve lands that remain essentially in their natural state; are ecologically, historically, or archeologically significant; serve as wildlife habitat, and/or are used for low impact agriculture.

WHEREAS, the TRUST provides independent oversight to ensure public confidence in voluntary land conservation.

WHEREAS, the NRD desires to encourage the TRUST to increase its activity in certain areas of the State of Nebraska lying within the boundaries of the NRD.

NOW, THEREFORE, for and in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

1. The TRUST agrees that it shall:
  - a. Hold public meetings with landowners within the NRD for the purpose of explaining conservation easements and the multiple advantages thereof;
  - b. Assist the NRD and the Sarpy Association for a Viable Environment ("SAVE") to increase the acquisition of conservation easements;

- i. Develop a land protection strategy and easement templates for the acquisition of conservation easements in the Schramm District of Sarpy County; and,
- ii. Develop a fund-raising plan, target lists and grant writing, record-keeping and communications templates specific for the acquisition of conservation easements in the Schramm District.

2. The NRD agrees that it will assist the TRUST to develop land protection and easement acquisition strategies for the Schramm District; will grant the sum of \$5,000 to the TRUST for the purpose of partially funding the activities of the TRUST undertaken pursuant hereto; and, will work with the TRUST to identify prospective donors of conservation easements, additional funding sources and partnership opportunities.

3. The term of this Agreement shall commence upon execution thereof by both parties; and this Agreement shall terminate one year from the execution date, unless sooner terminated as provided below.

4. The following personnel shall represent the parties in carrying out the terms of this Agreement and are designated to receive notices hereunder:

For the NRD:	For the TRUST:
James Becic, Environmental Coordinator	David Sands, Executive Director
John Winkler, General Manager	John Ellsworth, Chairman

5. This Agreement may be terminated by either party with or without cause on 60 days written notice delivered to the other party. If the NRD terminates the agreement without cause, the TRUST shall not be required to refund the grant.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter indicated.

Executed by THE NEBRASKA LAND TRUST, on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

NEBRASKA LAND TRUST

By \_\_\_\_\_  
David Sands  
Executive Director

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By \_\_\_\_\_  
John Winkler  
General Manager