

Review of the Best Use of the District Property at Rumsey Station Wetlands – This item is on the agenda at the request of Director Patterson. The memo presented to the September PPO Subcommittee follows (memo and background information from the September PPO meeting is posted to the website).

## MEMORANDUM

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

**FROM:** Jim Becic

**DATE:** 3 September, 2008

**RE:** Green Hearts Institute for Nature In Childhood Nature Center at Rumsey Station – Project Development and Management Agreement.

The Rumsey Station Wetland is a high quality, urban wetland - located approximately one mile east of the City of Papillion and ½ mile north of Highway 370, between 54<sup>th</sup> and 66<sup>th</sup> Street. In 1993, as a part of the West Branch Papillion Creek channelization project, the Papio-Missouri River Natural Resources District purchased a 52 acre tract that includes the majority of the wetland along with a section of abandoned railroad right-of-way. In early 1995, an additional 4.4 acres of springs that feed the wetland were acquired with a grant from the Nebraska Environmental Trust Fund. In May, 2008 an additional 26 acres were acquired to extend the site west to 66<sup>th</sup> street. The site now totals nearly 83 acres.

The primary environmental element of the Rumsey Station Wetland project is to restore and preserve this significant wetland within the urban environs of Sarpy County. Past channelization projects and urbanization have destroyed the majority of wetlands in the Papillion Creek watershed. Restoration and management of the remaining wetlands, wet prairie and upland vegetation will contribute to the maintenance of the site's diversity of habitat types and provide significant surface water quality benefits. This wetland preservation focus, coupled with a significant, environmental education element to include trails and interpretive signage, will enable individuals to learn about critical habitats, observe the area plants and wildlife or simply enjoy the site's solitude.

In 1995, a Concept Plan was developed for the Rumsey Station Wetland area (attached). A key element in this Concept Plan has been the need to identify an "organization" willing to locate to the site and implement a majority of the elements in the Concept Plan.

An additional role for any "organization" locating to the site will be that of a "caretaker". The site has historically been used by some of the public as a "gathering point". Certainly before the site is open to the general public, and until a "presence" is established by this organization, the area's relative remoteness will continue to attract this type of use.

The District has been approached or has attempted to secure a number of organizations in the past to fill this "caretaker" role, none of which have resulted in a compatible partnership.

The non-profit **Green Hearts Institute for Nature in Childhood** has approached the District with a unique proposal that appears to fulfill all of the goals of the Concept Plan for the Rumsey Station Wetland site. Their proposal (attached) combines all of the elements the District has included their Concept Plan and adds a number of unique and exciting possibilities. An 8,000 square foot education and visitors' center is planned to provide a focal point for the site.

The attached proposed Development and Management Agreement and associated 50 year Lease Agreement to develop and manage the Rumsey Station Wetland in partnership with Green Hearts Institute for Nature in Childhood would be similar to that developed for the Nebraska Wildlife Rehab., Inc. or the highly successful relationship the District has enjoyed with the Audubon Society of Omaha at the Heron Haven Wetland.

The agreement calls for the District's retention of Big Muddy Workshop to prepare a Master Plan for the site along with Green Hearts. The NRD would pay the first \$60,000 necessary for Big Muddy Workshop's preparation of the Plan. Once detailed plans commissioned by Green Hearts have been approved by the NRD, the lease will be executed and Green Hearts will have 120 days to commence and 275 days to complete construction of all facilities. Operation and Maintenance of the facilities will be performed by Green Hearts.

- **Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors, that the General Manager be authorized to execute the proposed Develop and Management Agreement with the Green Hearts Institute For Nature In Childhood for the Green Heart's Children's Nature Center at Rumsey Station Wetlands Project, including the District's compensation of up to \$60,000.00 to Big Muddy Workshop for a site Master Plan, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Council.**





## **Proposed Partnership Project: The Green Hearts Children's Nature Center at Rumsey Station Wetlands**

Green Hearts Institute for Nature in Childhood (Green Hearts) is proposing to work in partnership with the Papio-Missouri River Natural Resources District (NRD) to develop a new and unique education facility on the NRD's Rumsey Station Wetlands site in Sarpy County: a Children's Nature Center.

This information packet provides background information and planning details about this proposed project, which will be presented to the NRD's Programs, Projects, and Operations Sub-Committee on Sept 9, 2008. Included are:

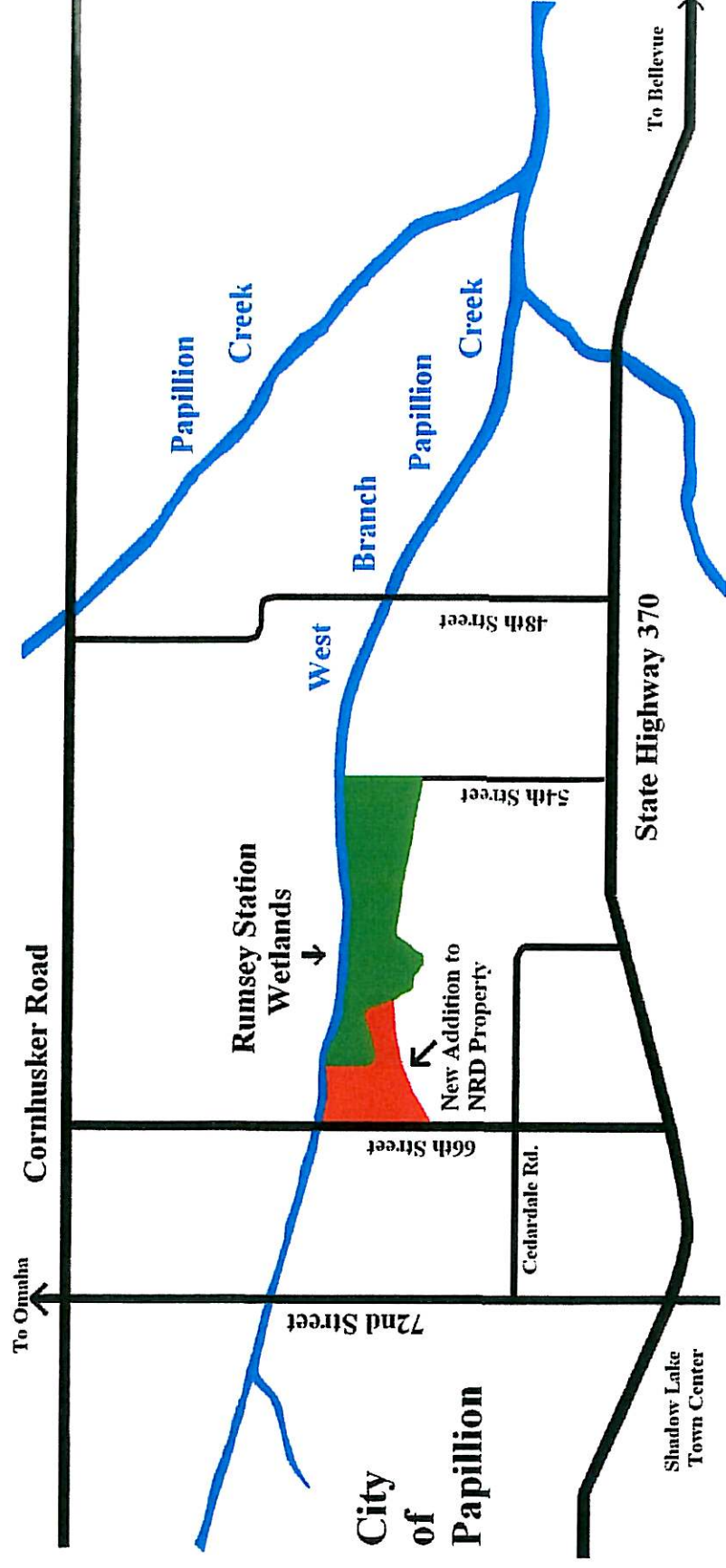
- A locator map showing the Rumsey Station Wetlands site
- An overview of Green Hearts
- A basic description of what a children's nature center is
- The site features likely to be included at the Rumsey Station Children's Nature Center
- A *conceptual* site design for the west end of the Rumsey Station property, showing
  - likely components of the project and their possible locations
- The building parameters and features for the Rumsey Station Children's Nature Center
- A *conceptual* floor plan for the Children's Nature Center facility, showing likely
  - components of the building and their relative positioning
- Very preliminary cost estimates for project development
- Expected public benefits from the Children's Nature Center at Rumsey Station
- Possible benefits to the NRD from the Children's Nature Center at Rumsey Station
- A brief biography of Green Hearts' founder and president, Ken Finch

## Green Hearts Institute for Nature in Childhood

### Rumsey Station Wetlands: Locator Map

Owned by the Papio-Missouri River Natural Resources District (NRD), Rumsey Station Wetlands is on the south side of the Omaha metropolitan area, in a rapidly developing but unincorporated portion of Sarpy County that lies within the zoning jurisdiction of the City of Papillion.

Rumsey Station will be the location for Green Hearts' first Children's Nature Center. This unique project will be developed through a cooperative agreement between the NRD and Green Hearts. The NRD has recently purchased a tract of 26 acres of land along South 66<sup>th</sup> Street, immediately south of the West Branch of Papillion Creek and adjoining the western edge of their original 65 acres at Rumsey Station Wetlands. The NRD intends to restore this new parcel to wetlands and prairie, and will incorporate into their plans a building site and access road for the Green Hearts facility.





## **Green Hearts Institute for Nature in Childhood**

Founded late in 2005, Green Hearts is a nonprofit conservation organization dedicated to restoring and strengthening the bonds between children and nature. Our emphasis is on frequent, unstructured, play-based experiences in nature. In short, Green Hearts is all about getting children back outside to play in wild spaces. Research has found that sort of unstructured outdoor play to be the most common influence on the development of a life-long concern for nature – yet studies also show that such play is a rapidly vanishing part of American childhoods.

Green Hearts has three principle strategies to achieve its mission:

1. Educational advocacy about the power of “nature play,” through speaking, writing, and teaching.
2. Providing consulting assistance to other organizations that are working to restore or enhance nature-based play.
3. Developing and operating a network of “children’s nature centers” with programs, buildings, and sites designed to encourage and support children’s frequent play in natural settings.

Green Hearts’ founder and President is Ken Finch, a 35-year veteran of the environmental education profession. Green Hearts’ offices are shared with the Big Muddy Workshop landscape architecture firm in Omaha.



## What is a Children's Nature Center?

A Green Hearts "children's nature center" will be an entirely new type of nature center – one that is focused on children's frequent, unstructured play in natural settings. Like all nature centers, these children's nature centers will have a dedicated tract of land, a permanent facility, professional staff, and a selection of programs and amenities for the public. However, Green Hearts Children's Nature Centers will reflect the research that has found children's play in natural settings to be the most common influence on the development of life-long conservation values. Consequently, the core strategy of these new centers will stress play rather than learning – though with the understanding that these two approaches are often intertwined.

The keystone educational program of a Green Hearts Children's Nature Center will be a licensed nature preschool: a tuition-based, school-year preschool serving children ages 3-5. Our preschool students will go outside every day for gently guided explorations and discoveries along the trails and in the habitats of their host site. The students will always be supervised by their professional teachers, but will be given the freedom to play and explore outside according to their own interests. Thus, a day's class excursion might go to the pond to gather tadpoles for the classroom aquarium, hike to a favorite spot in the "hundred acre woods," or just spend all their time rolling down a snow-covered hill. All of these are equally valued as examples of the kinds of nature-based play that were once such a common part of American childhoods. The children will also have daily time for individual play in a confined natural playground adjacent to their classrooms.

Green Hearts preschoolers will enroll for a full school year, and will attend for two to five days per week, according to their parents' desires. Tuition rates will be comparable to other quality preschools in the community, and a scholarship fund will be developed to assist families who might not otherwise be able to attend. The preschool will operate on the same time-tested business model used by thousands of other preschools. The on-going operational costs of the Children's Nature Center should be met by the combined earned income from the preschool, summer day camps, and other programs. That is, once the capital expenses are met and the preschool enrollment has reached capacity, the entire Center should be self-supporting.

On school days the nature preschool will be the only regular program at a Green Hearts Children's Nature Center. However, the grounds, trails, and main building will be open to public visitors every day, free of charge. In addition, scheduled programs, workshops, and events will be offered to the public on weekends and occasional evenings, always retaining Green Hearts' emphasis on play-based nature experiences for young children and their families. During the summer months the Center will offer week-long summer nature day camps for ages three to twelve, again stressing outdoor play in natural settings. The children's nature center facilities will also be available for rental use by community organizations.



## **What Will a Visitor Find at the Green Hearts Children's Nature Center at Rumsey Station?**

### **Natural Site Features**

Restored Wetlands and Prairie  
Mature Floodplain Forest  
Mature Upland Forest  
Small Pond and Stream

### **Created Features**

Education and Visitors Center  
Entry Road and Parking  
Open-Air Picnic Shelter  
Accessible and Earthen Walking Trails  
Bicycle Trail Connecting to West Papio Trail  
Narrow "Adventure Paths"  
Wetland Boardwalks  
Bird Observation Blind  
Observation Tower  
Small Orchard  
Insect and Bird Gardens  
Berry Patch  
Sledding/Rolling Hill  
Play Lawn  
Campfire Ring with Bench Seating  
Pretend-Play Camp Site  
Pretend-Play Settlers' Cabin  
Natural Playground  
Climbing Logs  
Climbing Boulders



South 66th Street





**The Education and Visitors Center  
at Green Hearts Children's Nature Center  
at Rumsey Station Wetlands**

**Building Design**

Single Story  
7,500 to 8,000 Indoor Square Feet  
Extensive Covered Porches  
Simple Design and Construction  
Highly Efficient Space Utilization  
Practical "Green" Features

**Building Features**

**Lobby:** spacious and sun-lit; will provide visitor reception services, displays, information, a small gift shop, restrooms, storm shelter, and a bird viewing room with an attached screen porch.

**Community Room:** About 1,400 square feet, but can be divided into two equal spaces using a folding wall; will be used for public classes, workshops, special events, summer nature day camps, and civic group rentals. Adjacent to the Community Room will be a kitchen, large storage closets, and a covered porch.

**Nature Preschool:** two early childhood classrooms with covered porches, a shared kitchen, and dedicated restrooms. These rooms will also be used for summer nature day camps. A natural playground will be immediately outside of the preschool classrooms.

**Staff Areas:** offices, a meeting room, a teachers' resource room, a maintenance workshop, and a mechanical equipment room

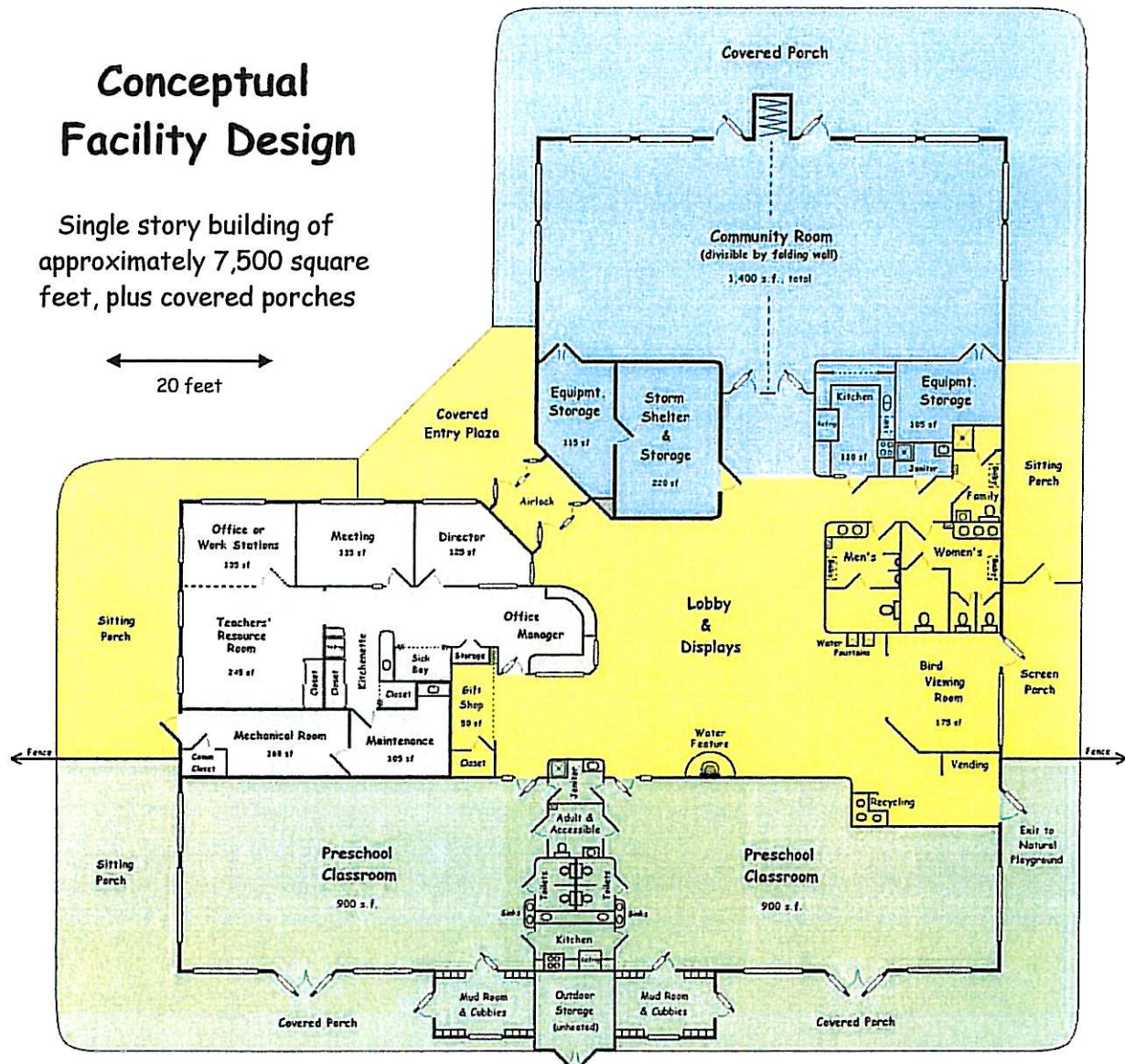


# Green Hearts Children's Nature Center at Rumsey Station Wetlands

*A partnership project between the Papio-Missouri River Natural Resources District  
and Green Hearts Institute for Nature in Childhood*

## Conceptual Facility Design

Single story building of  
approximately 7,500 square  
feet, plus covered porches



### General Public Use:

Displays, Relaxation, Gifts,  
Information, Restrooms



### Nature Preschool:

Early Childhood Classrooms, Summer  
Daycamp Rooms, Support Services



### Community Activities:

Programs, Workshops, Events,  
Rentals, Support Services



### Staff Areas:

Offices, Reception, Resource Room,  
Meeting Room, Mechanical Systems



**Preliminary Cost Estimates for  
Green Hearts Children's Nature Center  
at Rumsey Station Wetlands  
(all sources of funds)**

*The following estimates are very preliminary, and should be expected to change once the master planning and preliminary design processes are complete.*

Land Acquisition (completed) plus Site Planning Expenses:	\$ 410,000
Habitat Restoration and Enhancement:	\$ 350,000
Entry Road, Parking, Trails, Sidewalks, and Other Hardscaping:	\$ 205,000
Building Construction and Related Expenses:	\$1,360,000
Natural Playground and Other Educational/Recreational Features:	\$ 220,000
Fundraising, Project Management, and Seed Money for Operations:	\$ 260,000
<b>Approximate Total:</b>	<b>\$2,805,000</b>



## **Expected Public Benefits from the Green Hearts Children's Nature Center at Rumsey Station Wetlands**

New and enhanced wildlife habitat  
Papio Creek Watershed resource protection  
Trailhead for West Papio Trail  
Green building demonstration  
Demonstration insect and bird gardens  
Low-impact, nature-based recreation  
Walking trails (2 - 4 miles, partly accessible)  
Nature photography and art opportunities  
Facility rentals for community groups  
Volunteer opportunities in education, site  
    stewardship, promotion, fundraising,  
    administration, gift shop sales,  
    reception services, maintenance, and  
    play leadership  
Wildlife watching  
Nature-themed festivals and events

Nature-based play for local and visiting kids  
Nature-based preschool  
Summer nature day camps  
Parent and tot classes  
Parent workshops about nature play  
Displays about local natural history (indoors  
    and outdoors)  
Featured speakers  
Nature-themed birthday parties  
"Kidscaping" workshops  
Professional training workshops for early  
    childhood educators and  
    environmental educators  
Teacher training workshops  
Opportunities for educational interns  
Children's nature classes



## **Potential Benefits to the Papio-Missouri River N.R.D from the Green Hearts Children's Nature Center at Rumsey Station Wetlands**

- Enhanced natural resource protection
- New N.R.D. site opened for public recreational and educational use, at modest initial investment and minimal on-going expense
- Sponsorship of a new public/private partnership for conservation impact
- Sponsorship of a unique new approach for the development of a stronger future conservation constituency
- Leadership-level position in the emerging interest area of children and nature ("No Child Left Inside")
- Assured positive local publicity about the project
- Likely positive national publicity about the project
- Enhanced public understanding of the N.R.D.'s mission and work
- Demonstration model for a new approach that can be shared with (and replicated by) other conservation organizations
- Highly visible N.R.D. commitment to enhanced community amenities and increased property values
- New meeting and event space for N.R.D. activities



**Mini-Biography: Kenneth H. Finch**  
**Founder and President,**  
**Green Hearts INC**

Ken Finch has been working in the environmental education profession since 1974, and holds a master's degree in that field. He has directed three nonprofit nature centers, including Fontenelle Forest in Bellevue, Nebraska (1993 – 2000). He has also held senior management roles with two children's museums, and served as the Minnesota state director for the National Audubon Society. He founded Green Hearts Institute for Nature in Childhood in 2005 as a new way to create lasting bonds between children and the environment. Ken has also engaged in extensive volunteer service, including seven years on the Board of Directors for the Association of Nature Center Administrators and two years as that organization's national president.

Ken is a graduate of *Leadership Omaha*, and currently lives in West Omaha with his wife and two sons. He worked closely and extensively with the Papio-Missouri River Natural Resources District during his time at Fontenelle Forest, including completion of the Hidden Lake project and the extension of Fontenelle Forest's summer day camps to the NRD headquarters site at Lake Wehrspan. Ken also served on the Board of the *Back to the River* project from its inception until he left Fontenelle Forest, and was the initial Treasurer of that group after its incorporation as a nonprofit entity.

**DEVELOPMENT AND MANAGEMENT AGREEMENT**  
**between**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**and**  
**GREEN HEARTS INSTITUTE FOR NATURE IN CHILDHOOD**  
**for**  
**GREEN HEARTS CHILDRENS' NATURE CENTER**  
**at**  
**RUMSEY STATION WETLANDS PROJECT**

This agreement, hereinafter referred to as "**this Agreement**," is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **Papio-Missouri River Natural Resources District**, hereinafter referred to as "**the District**," and **Green Hearts Institute for Nature in Childhood**, a Nebraska non-profit corporation organized and existing under the laws of the State of Nebraska, hereinafter referred to as "**Green Hearts**". The **District** and **Green Hearts** each are referred to hereinafter as a "**party**" and collectively as "**the parties**."

WHEREAS, the District is the owner of unimproved parcels known collectively as the Rumsey Station Wetlands (hereinafter referred to as "the Premises") consisting of approximately 83 acres of land, more or less, on the south side of the West Branch Papillion Creek in Sarpy County, Nebraska, between South 54<sup>th</sup> Street and South 66<sup>th</sup> Street, which parcels are described in the legal description(s) attached hereto at Exhibit "A" and incorporated herein by this reference; and,

WHEREAS, Green Hearts has proposed that the District lease the Premises to Green Hearts for educational and recreational uses, consisting of the construction, operation, and maintenance of a "Children's Nature Center" structure and other facilities (hereinafter referred to collectively as "the Green Hearts Facilities"), such proposed lease (hereinafter referred to as "the Green Hearts Lease") to be in the form as attached hereto as Exhibit "1" and incorporated herein by reference; and,

WHEREAS, Green Hearts has proposed that the District construct habitat enhancements, trails, and other facilities in and on the Premises (hereinafter referred to collectively as "the District Facilities"); and,

WHEREAS, the District is willing to enter into the Green Hearts Lease, subject to compliance by Green Hearts with the terms and conditions hereinafter provided,

Now, therefore, in consideration of the mutual covenants of the parties, contained herein, it is hereby agreed between the parties as follows:

**1. PURPOSE.** By this Agreement the parties desire to provide for the development, management, regulation, and educational and recreational use of the Premises.



## **2. PRELIMINARY PLANS AND SPECIFICATIONS.**

a. Within a reasonable time after the execution of this Agreement, and after written approval by the District of the proposed contract for such services, Green Hearts may contract with Big Muddy Workshop for the preparation of a preliminary written master plan for Green Hearts' and the District's uses of the Premises (hereinafter referred to as "the Preliminary Master Plan"), schematically depicting the location, footprint and conceptual design of the Green Hearts Facilities and the District Facilities.

b. Upon completion of the Preliminary Master Plan, Green Hearts shall direct Big Muddy Workshop to submit the same to both of the parties for their written approval, together with an itemized statement of Big Muddy Workshop's accrued fees and costs; and, failing either such approval being given within 30 days, this Agreement may be terminated at the election of either of the parties.

c. Upon approval of the Preliminary Master Plan by both parties, and after written approval by the District of the contract for such services, Green Hearts shall enter into a supplementary contract with Big Muddy Workshop for the preparation of a final master plan (hereinafter referred to as "the Final Master Plan"), preliminary construction plans and specifications for the Green Hearts Facilities and the District Facilities shown on the Master Plan, a written program statement for site development and building, and Big Muddy Workshop's itemized estimates of the cost of construction of the Green Hearts Facilities and the District Facilities shown in the Master Plan, along with an itemized statement of Big Muddy Workshop's accrued fees and costs for such work.

d. Upon completion of such Final Master Plan, such preliminary plans and specifications, such cost estimates, and such program statement, Big Muddy Workshop Green Hearts shall direct Big Muddy Workshop to submit the same to both of the parties for written approval, together with an itemized statement of Big Muddy Workshop's accrued fees and costs; and, failing either such approval being given within 30 days, this Agreement may be terminated at the election of either of the parties.

e. Except as hereinafter provided, the District shall pay in installments as contracted between Green Hearts and Big Muddy Workshop, but within 45 days after billing, the first Sixty Thousand Dollars (\$60,000) of Big Muddy Workshop's accrued fees and expenses that are reasonable and necessary for preparation of the Master Plan, construction plans and specifications, program statements and cost estimates, provided, however, Green Hearts shall pay the remainder of such fees and expenses, if any. Green Hearts shall reimburse to the District, within ten days after the District's demand, for all of Big Muddy Workshop's fees and expenses that have been paid by the District that have accrued either prior to or after any termination of this Agreement by Green Hearts or termination of this Agreement by the District for cause.

f. The afore-mentioned contracts between Green Hearts and Big Muddy Workshop shall expressly provide that the District shall have an unlimited and independent proprietary interest in, and right to possess and use at the Rumsey Station site, any master plans, construction plans and specifications, program statements and

cost estimates prepared by Big Muddy Workshop for Green Hearts pursuant to this Agreement.

**3. FINAL DESIGN OF THE GREEN HEARTS FACILITIES.** Within one hundred and twenty (120) days after the approval by the parties of the Final Master Plan, the preliminary plans and specifications, and the aforesaid cost estimates and program statement, Green Hearts, at its sole cost and expense, shall direct Big Muddy Workshop to prepare final plans and specifications (hereinafter referred to as "the Final Plans and Specifications") for the Green Hearts Facilities shown in the Preliminary Plans and Specifications, and submit the Final Plans and Specifications to the District for its written approval, including itemized estimates of the costs of construction of the Green Hearts Facilities shown in the Final Plans and Specifications. If the District's written approval of the Final Plans and Specifications has not been given on or before thirty (30) days after such submission, then Green Hearts may declare this Agreement terminated.

**4. INITIAL RULES AND REGULATIONS.** On or before thirty (30) days after the District's written approval of the Final Plans and Specifications, Green Hearts shall prepare and submit to the District for its written approval, a written proposed comprehensive plan for Green Hearts' management of the Rumsey Station Wetlands, including any proposed rules and regulations governing public access to and use of the Green Hearts Facilities and the District Facilities (hereinafter referred to as "the Initial Rules and Regulations"), which written approval shall not be withheld unreasonably. If the requisite District approval of the Initial Rules and Regulations has not been given on or before thirty (30) days after such submission then Green Hearts may declare this Agreement terminated.

**5. VERIFICATION OF FINANCING.** Within fifteen (15) months after the District's approval of the Final Plans and Specifications and of the itemized estimates of the cost of construction of the Green Hearts Facilities and the District Facilities as shown in the Final Plans and Specifications, Green Hearts shall submit to the District written evidence satisfactory to the District that Green Hearts has obtained construction financing in the amount of the aforesaid estimates of the costs of construction of the Green Hearts Facilities shown in the Final Plans and Specifications. Such construction financing may consist of: (a) unencumbered Green Hearts funds on deposit in a bank authorized to do business in the State of Nebraska, (b) enforceable pledges, grants, and donations of money to Green Hearts or the District for purposes of construction of the Green Hearts Facilities; and, (c) enforceable pledges, grants, and donations to Green Hearts or the District of materials and in-kind services usable and expressly intended for construction of the Green Hearts Facilities, or any combination thereof. Such construction financing may not be secured by liens upon the Premises or upon any of the Green Hearts Facilities nor the District Facilities, nor be secured by any rents or profits therefrom, nor permit or contemplate the imposition of construction liens or other encumbrances upon the Premises. If the requisite verification of financing has not been submitted to the District on or before such date then the District may terminate this Agreement. The identities of anonymous donor(s) providing financing for the Green Hearts Facilities, or written verification thereof, shall not be disclosed to the

public in the absence of such disclosure being ordered by a Nebraska court of general jurisdiction upon a showing of good cause.

**6. EXECUTION OF LEASE.** After the District's approval of the Final Plans and Specifications and the Initial Rules and Regulations, and upon Green Hearts submission of the aforesaid verification of financing, the District and Green Hearts shall execute the Green Hearts Lease. The Green Hearts Lease shall provide for a term of fifty (50) years commencing on the date of execution thereof, and shall grant to Green Hearts the option to renew the Green Hearts Lease for \_\_\_\_ (\_\_\_\_) additional periods of twenty-five (25) years each.

**7. EXHIBITS TO LEASE.** The legal description of the Premises, attached hereto as Exhibit "1," shall be attached to the Green Hearts Lease and incorporated therein by reference prior to the execution of such lease. The Final Plans and Specifications and the Initial Rules and Regulations, as developed pursuant to this Agreement, also shall be attached to the Green Hearts Lease and incorporated therein by reference.

**8. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective upon execution hereof by both parties.

**9. AUTHORIZED OFFICIALS.** The President of Green Hearts with the approval of the Green Hearts Board, and the General Manager of the District in his discretion, are authorized to take such actions and make such determinations on behalf of their respective parties as are required or permitted for their respective parties by this Agreement.

**10. DURATION.** This Agreement shall have permanent duration, commencing upon the execution hereof by the parties.

**11. AMENDMENT.** The terms and conditions of this Agreement may be amended only in writing by the mutual agreement of the parties.

**12. DEFAULT.** Should Green Hearts default in the performing, fulfilling, keeping or observing of any of Green Hearts covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by Green Hearts, or should Green Hearts be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of Green Hearts be appointed in any suit or proceeding by or against Green Hearts, or should this Agreement by operation of law pass to any person other than Green Hearts, then, and in any of such events, the District may, upon sixty (60) days written notice to Green Hearts or its attorney, declare this Agreement terminated for cause.

**13. ASSIGNMENT.** Neither of the parties shall assign any rights or duties in this Agreement in whole or in part to any other person except with the prior written consent of the other party to this Agreement.

Executed by Green Hearts on this \_\_\_\_\_ day of \_\_\_\_\_,  
2008.

**GREEN HEARTS INSTITUTE FOR  
NATURE IN CHILDHOOD**, a Nebraska  
non-profit corporation.

By \_\_\_\_\_  
**Kenneth H. Finch, President**

Executed by the District on this \_\_\_\_\_ day of \_\_\_\_\_,  
2008.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**John Winkler, General Manager**

STATE OF NEBRASKA     )  
                                      ) SS.  
COUNTY OF SARPY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary  
Public in and for said County, personally came the above-named John Winkler, General  
Manager of PAPIO-MISSOUR RIVER NATURAL RESOURCES DISTRICT, and  
he acknowledged the execution of the above instrument as his voluntary act and deed  
and the voluntary act and deed of said natural resources district.

WITNESS my hand and Notarial Seal the date last aforesaid.

\_\_\_\_\_  
Notary Public

**LEASE AGREEMENT**  
**BETWEEN**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**AND**  
**GREEN HEARTS INSTITUTE FOR NATURE IN CHILDHOOD**  
**FOR**  
**RUMSEY STATION WETLANDS**

**THIS LEASE** (hereinafter referred to as “**this Lease**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Papio-Missouri River Natural Resources District** (hereinafter referred to as “**the District**”), a governmental subdivision of the State of Nebraska, and **Green Hearts Institute for Nature in Childhood** (hereinafter referred to as “**Green Hearts**”), a non-profit corporation organized and existing under the laws of the state of Nebraska.

**WHEREAS**, the District is the owner of unimproved parcels known collectively as the Rumsey Station Wetlands (hereinafter to referred to as “the Premises”) consisting of approximately 91 acres of land, more or less, on the south side of the West Branch Papillion Creek in Sarpy County, Nebraska, between South 54<sup>th</sup> Street and South 66<sup>th</sup> Street, which parcels are detailed in the legal description(s) attached hereto as Exhibit “A” and incorporated herein by this reference; and,

**WHEREAS**, Green Hearts has proposed that the District grant to Green Hearts a lease of the Premises for the purpose of construction, operation, maintenance, repair and replacement of a “Children’s Nature Center” structure and other facilities (hereinafter referred to collectively as “the Green Hearts Facilities”) on the Premises; and

**WHEREAS**, Green Hearts also has proposed that the District construct wetlands and other habitat enhancements, trails, and other facilities to benefit visitors to the Premises (hereinafter referred to collectively as “the District Facilities”); and,

**WHEREAS**, the final plans and specifications for the Green Hearts Facilities and the District Facilities (hereinafter referred to as “the Final Plans and Specifications”) are attached hereto collectively as Exhibit “B” and incorporated herein by reference; and

**WHEREAS**, the District is willing to accept Green Hearts’ proposals subject to the further provisions of this Lease,

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, contained herein, it is hereby agreed between the parties as follows:

**1. LEASE TERM.** The District does hereby let to Green Hearts, and Green Hearts does hereby lease from the District, the Premises in Sarpy County, State of Nebraska, described in the legal description attached hereto as Exhibit “A,” for a term of fifty (50) years, commencing at 12:01 A.M. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending at 12:01 A.M. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless sooner terminated as hereinafter provided.

**2. LEASE EXTENSIONS.** The District does hereby grant to Green Hearts the exclusive right to renew this Lease for two (2) consecutive twenty-five (25) year periods after the expiration of the initial lease term. Green Hearts shall provide to the District, at least one year prior to the expiration of the prior lease term, written notice of its intent to exercise its right of renewal.

**3. MANAGEMENT TERM.** The District does hereby grant to Green Hearts the right and responsibility to manage the Premises for a term coincident and coterminous with the aforesaid term of the lease of the Premises.

**4. RENT.** Green Hearts agrees to pay to the District, as annual rent under this Lease, the sum of one dollar (\$1.00), which shall be due and payable on the first day of January of each calendar year during the term of this Lease, if the District each year shall demand the same in writing thirty (30) days prior to such due date. As additional rent Green Hearts agrees to provide certain management services as hereinafter described.

**5. USE OF THE PREMISES BY GREEN HEARTS.** Green Hearts shall use and occupy the Premises solely for the not-for-profit construction, operation, maintenance, repair, replacement, enhancement, and use of a children's nature center and other facilities related thereto (hereinafter referred to collectively as "the Green Hearts Facilities") including, without limitation, the following, to-wit:

- a) facilities and amenities for public visitors to the Premises, both indoors and outdoors;
- b) environmental education and conservation-based recreation including, but not limited to, a nature-based preschool, a summer nature day camp, and other programs aimed at encouraging and facilitating the development of conservation values, behaviors, and understanding;
- c) training facilities and opportunities for environmental educators, other conservationists, early childhood educators, and other educators;
- d) meeting, seminar, and event facilities for community-based organizations and corporations;
- e) a gift shop offering merchandise related to Green Hearts' conservation mission; and
- f) facilities and amenities to support the efforts of staff and volunteers who are working for Green Hearts and its conservation mission.

**6. PUBLIC ACCESS.** Green Hearts shall not charge a fee for general admission to the Premises by members of the public. However, Green Hearts may charge fees for educational programs and activities, special events, use of the one-acre (approximate) portion of the property to be developed as a confined "natural playground," and private (rental) use of the main building structure by community-based organizations and corporations. Access to the grounds, trails, and public portions of the main building structure shall remain open to the public and free of any admission charge during any such programs, events, or private rentals, providing that such uses are occurring during the normal designated open hours of the Premises.

**6. USE OF THE GREEN HEARTS FACILITIES BY THE DISTRICT.** The District may use the Green Hearts Facilities for District meetings and events, free of any rental

charge. Any such District usage shall be subject to advance scheduling and approval by Green Hearts, and shall not displace, interfere with, or significantly duplicate Green Hearts' own activities, events, programs, etc. Green Hearts may charge staffing fees for any District use of the Green Hearts Facilities that occurs after normal business hours, and Green Hearts may charge appropriate cleaning and supplies fees for any District use of the Green Hearts Facilities. Full-time District employees shall receive any discounts or waivers of program fees, entry fees, and merchandise sales as are regularly afforded to full-time employees of Green Hearts.

**7. GREEN HEARTS FACILITIES CONSTRUCTION.** Within one hundred and twenty (120) days after the execution of this Lease, and with the aid of such contractors and other assistants as Green Hearts deems necessary, Green Hearts, at its own cost and expense, shall commence construction of the Green Hearts Facilities; and within two hundred and seventy-five (275) days after the commencement of such construction, Green Hearts shall substantially complete construction of the Green Hearts Facilities, such construction to be performed in a good and workmanlike manner and in accordance with the Final Plans and Specifications. At its option and at its own cost and expense, the District may construct all or any portion of the Green Hearts Facilities.

**8. ALTERATIONS TO GREEN HEARTS FACILITIES.** Green Hearts, at its own expense, from time to time may make improvements to and other alterations of the Green Hearts Facilities in accordance with plans and specifications for such alterations prepared by Green Hearts and approved in writing by the District, which approval shall not be withheld unreasonably. At its option and at its own cost and expense, the District may assist with all or any portion of such improvements and alterations of the Green Hearts Facilities.

**9. WETLANDS.** Green Hearts shall ensure that it does not at any time fill any wetlands, or disturb any function or purpose of any wetlands, which at any time may be located in the Premises, without written prior approval of such action by the District and subsequent written approval by the District of Green Hearts' plans and specifications for remediation of any such disturbance. Such written approval shall not be given by the District unless Green Hearts can also provide evidence of secured and dedicated funding for any and all necessary



remediation efforts, per cost estimates developed as part of Green Hearts' plans and specifications for the remediation work. Prior to commencing construction or alteration of any Green Hearts Facilities in the Premises below contour elevation \_\_\_\_\_ feet above m.s.l., NGVD, 19\_\_, Green Hearts shall prepare and deliver to the District a written report identifying any wetlands on the Premises that may be affected by any such activities and detailing the steps which Green Hearts shall employ to avoid so disturbing the same.

**10. PERMITS.** The District makes no warranty as to its title to the Premises. It shall be incumbent upon Green Hearts to obtain such title insurance, permits, licenses, easements, releases and other documents as may be necessary for Green Hearts' uses of the Premises.

**11. UTILITIES.** Green Hearts shall provide and pay for its own gas, electricity, and water for the Premises and, at its own cost and expense, shall construct, operate and maintain its own septic or sanitary sewer system. At its option and at its own cost and expense, the District may construct and/or pay for all or any portion of the utilities that serve the Green Hearts Facilities.

**12. DISTRICT FACILITIES CONSTRUCTION.** Within eighteen (18) months following the District's approval of the Final Plans and Specifications for the Green Hearts Facilities, the District, at its own cost and expense, shall construct the District Facilities shown on the Final Plans and Specifications and in accordance therewith, such construction shall be performed in a good and workmanlike manner. At its option and at its own cost and expense, Green Hearts may construct any or all of the District Facilities.

**13. HUMAN HABITATION.** No part of the Premises shall be used for temporary or permanent human habitation except for any short-term camping experiences that are a planned and structured component of a Green Hearts educational program.

**14. SIGNS.** Green Hearts shall not install any outdoor signs on the Premises other than in accordance with plans and specifications prepared by Green Hearts and approved in writing by the District. The District shall provide and maintain, at its sole cost and expense, all other

necessary and proper outdoor signage for the Premises, in accordance with plans and specifications prepared by the District and approved in writing by Green Hearts. Main entry signage for the Premises should prominently and clearly indicate that the Children's Nature Center at Rumsey Station Wetlands is a joint project of the District and Green Hearts.

**15. RULES AND REGULATIONS.** Public access to and use of the Premises and the District facilities shall be subject to reasonable rules and regulations adopted and amended by the District from time to time with the written approval of Green Hearts, which approval shall not be withheld unreasonably. Initial rules and regulations governing the Premises and the District Facilities, adopted by the District and approved by Green Hearts, are attached hereto as Exhibit "\_\_\_" and incorporated herein by reference. Green Hearts and its agents shall make every effort to fully enforce all such rules and regulations.

**16. RISK OF LOSS.** The District shall not have any duty to maintain or repair the Green Hearts Facilities or any other Green Hearts improvements in the Premises, or any District Facilities other than wetlands and other habitat restorations, and Green Hearts shall have the sole risk of loss of such Green Hearts improvements and District Facilities other than wetlands and other habitat restorations, from any cause whatsoever.

**17. ASSIGNMENT.** Neither of the Parties shall assign any rights or duties in this Agreement, in whole or in part, nor sublet the Premises or any part thereof, to any other party except with the prior written consent of the other Party.

**18. INSURANCE.** Green Hearts shall keep in full force and effect during the entire term of this Lease a policy of public liability and property damage insurance, with respect to the Premises and the activities conducted by Green Hearts, in which the limits of public liability shall be not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and in which the property damage liability limits shall be not less than \$1,000,000.00. The policy shall name the District as a named insured and shall contain a provision that the insurer will not cancel or change the insurance without first giving written notice to the District. The insurance shall be placed with a responsible insurance company acceptable to the District and a copy of the policy

and a certificate of insurance shall be delivered to the District from time to time, as the District may require. As of every fifth anniversary of the commencement of the original term of this Lease, all of the aforesaid minimum policy limits shall be re-determined, for applicability during the next succeeding five years, by multiplying each such limit amount, in turn, by a fraction the numerator of which is the "Consumer Price Index-Seasonally Adjusted U.S. City Average For All Urban Consumers (1967 = 100)," published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"), for the third month preceding the month in which such fifth anniversary occurs, and the denominator of which is the CPI-U for the month and year in which the original term of this Lease commenced.

**19. COMPLIANCE WITH LAWS.** Green Hearts shall keep the Premises and conduct its activities therein in a manner which shall be in compliance with all applicable laws, rules and regulations, orders and ordinance of the city, county, state and federal government and any department thereof, and will not suffer or permit the Premises to be used for any unlawful purpose. Green Hearts will defend, indemnify and hold the District harmless from and against any and all fines and penalties that may result from or be due to any infractions of, or non-compliance with, the said laws, rules, regulations, orders and ordinances.

**20. PERSONAL PROPERTY.** All personal property of Green Hearts or of any of its members and clients kept on the Premises shall be at the sole risk of Green Hearts.

**21. DISTRICT ENTRY.** The District, its agents or representatives, shall have the right to enter any portion of the Premises at all reasonable times for any reasonable purpose.

**22. HOLD HARMLESS.** Green Hearts agrees to defend, indemnify and hold the District harmless from and against any and all costs and expenses, including court costs and attorneys fees, resulting from claims, demands or causes of action for personal injury, property damage, or property loss arising out of, in the course of, or as a result of Green Hearts' negligence in the operation, maintenance, repair, management, or regulation of the Premises, or improvements thereto for which Green Hearts has assumed responsibility under this Agreement,

except as may be solely and proximately caused by the negligence or willful act of the District, its officers, agents, or employees.

**23. DEFAULT.** Should default be made by Green Hearts in the performance of observance of any of Green Hearts' covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by Green Hearts, or should Green Hearts be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of Green Hearts be appointed in any suit or proceeding by or against Green Hearts, or should the Premises become vacant or abandoned, or should this Lease by operation of law pass to any person other than Green Hearts, or should the leasehold interest be levied on under execution, then and in any of such events the District may, if the District so desires, upon sixty (60) days written notice to Green Hearts or its attorney, declare this lease terminated, and the District may re-enter the Premises upon said notice and hold and enjoy the same thenceforth as if these presents had not been made, without prejudice, however, to any right of action or remedy of the District in respect to any breach by Green Hearts of any of the covenants herein contained. In case the District does not elect to terminate this Lease pursuant the foregoing provision of this paragraph, the District shall nevertheless have and the District is hereby expressly given the right to: re-enter the Premises, with or without legal process, should any of the events specified hereinabove take place or occur; to remove Green Hearts' signs, and all property and effects of Green Hearts or other occupants of the Premises; and if the District so desires, to re-let the Premises or any part thereof upon such terms, and to such person or persons for such period or periods as may seem fit to the District.

**24. REMOVAL OF PROPERTY.** If Green Hearts shall not remove all its personal property from the Premises within ten (10) days after the District shall become entitled to the possession of the Premises as herein agreed, the District may, without notice, remove the same, or any of the same, in any manner that the District may choose, and Green Hearts will pay the District, on demand, any and all expenses incurred in such removal, and also storage on said personal property for any length of time during which the same shall be in the District's possession or control, or if Green Hearts shall at any time vacate or abandon the Premises, and leave any goods or chattels in, upon or about the Premises, for a period of ten days after such

vacation or abandonment, or after the termination of this Lease in any manner whatsoever, then the District shall have the right to sell all or any part of said goods and chattels, at public or private sale, without giving any notice to Green Hearts, or any notice of sale, all notices required by statute or otherwise being hereby expressly waived, and to apply the proceeds of such sale, first to the payment of all costs and expenses of conducting the sale or caring for or storing the goods and chattels; and, second, to apply the balance, if any, to any indebtedness due from Green Hearts to the District; and third, to deliver any additional surplus, on demand in writing, to Green Hearts.

**25. SURRENDER AND HOLDOVER.** At the termination of this Lease, by lapse of time or otherwise, Green Hearts shall forthwith leave, surrender and yield up the Premises in good and substantial order and repair. It is understood and agreed that this Lease shall not extend beyond the term herein granted, and a holding over or continuance in the occupancy of the Premises shall not work an extension of the said lease, but in any and all such cases, Green Hearts shall be a trespasser or a tenant at will at the option of the District, subject to removal by the said District by summary process and proceedings.

**26. EXPENSES BECOME RENT.** In the event of the failure by Green Hearts to perform any of the covenants, agreements or conditions herein contained, the District shall have the right, but shall not be obligated, to pay any sum of money or incur any expense which should have been paid or incurred by Green Hearts for the performance of any such covenant, agreement or condition. Green Hearts covenants that in case the District, by reason of the failure of Green Hearts to perform any of the covenants, agreements or conditions herein contained, shall be compelled to pay or shall pay any sum of money or shall be compelled to do or shall do an act which requires the payment of money, then the sum or sums so paid or required to be paid, together with interest, costs and damages, shall be added to the installment of rent next becoming due and shall be collectible as additional rent in the same manner and with the same remedies as if it had been originally reserved.

**27. NO WAIVER.** The failure of the District to insist upon a strict performance of any of the covenants or conditions of this Lease, or to exercise any right or option herein conferred in

any one or more instances, shall not be construed as a waiver or a relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the District of any act or thing which the District is not obligated to do hereunder shall not be deemed to impose any obligation upon the District to do any such act or thing in the future or in any way change or alter any of the provisions of this Lease.

**28. SURRENDER OF PREMISES.** No surrender of the Premises for the remainder of the term herein shall be binding upon the District unless accepted by the District in writing.

**29. REMEDIES NOT EXCLUSIVE.** All rights and remedies of the District under or in connection with this Lease shall be cumulative and none shall be exclusive of any other rights or remedies allowed by law. No agreements shall be held as changing or in any manner modifying, adding to or detracting from any of the terms or conditions of this Lease, unless such agreement shall be in writing, executed by both parties hereto.

**30. NOTICES.** All notices or other instruments required or authorized to be given or delivered pursuant to any provision of this Lease shall be effectively given or delivered if mailed by registered or certified mail to the District at 8901 South 154<sup>th</sup> Street, Omaha, NE 68130-3621 and to Green Hearts at 4502 South 42<sup>nd</sup> Street, Omaha, NE, 68107-1059 or to such other address as a Party may have provided in advance in a notice in writing given according to this paragraph.

**31. AUTHORITY.** The President of Green Hearts and the General Manager of the District are authorized to take such actions and make such determinations on behalf of their respective parties as are required or permitted for the respective parties by this Lease and as such officers in their discretion determine necessary.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Lease as of the day and year first above written.

**GREEN HEARTS INSTITUTE FOR NATURE IN CHILDHOOD,  
a Nebraska non-profit corporation**

Mailing address: 4502 South 42<sup>nd</sup> Street  
Omaha, NE 68107-1059.

**BY** \_\_\_\_\_  
**Kenneth H. Finch, PRESIDENT**

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

**BY** \_\_\_\_\_  
**John Winkler, GENERAL MANAGER**