AGREEMENT

Between the Platte River Recovery Implementation Program and The Nebraska Game and Parks Commission

This agreement made on July 1, 2011, between the Platte River Recovery Implementation Program herein referred to as PRRIP through contract with Nebraska Community Foundation, Inc., herein referred to as NCF, and the Nebraska Game and Parks Commission, herein 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, PRRIP has ownership of tracts of land described in Appendix A;

WHEREAS, these tracts create public use value and interest for hunting, fishing and related purposes;

WHEREAS, PRRIP therefore desires to enter into an agreement with the Commission to provide access by written permission for the lands hereinafter described for the purpose of hunting, fishing, and other outdoor recreation on said lands, including assistance, from the Commission, with operation of recreational activity on the lands so specified;

WHEREAS, the Commission and PRRIP desire to utilize the PRRIP said lands for the purpose of hunting, fishing and other outdoor recreation there upon;

WHEREAS, it has been determined to be the advantage of PRRIP to contract with the Commission to implement recreational access on said lands;

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

A. PRRIP Governance Committee or their designated representative and the Commission shall take the necessary steps to ensure that this area is accessible and limited to mushroom harvest, deer hunting, fishing, foot access/birdwatching, and turkey hunting purposes under the control of the Commission.

B. The Commission shall promulgate specific area regulations mutually agreed upon by PRRIP Governance Committee or their designated representative and the Commission; 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 legal authority.

C. The Commission shall implement recreational access to these properties under guidelines established in Appendix B and in accordance with PRRIP Public Access Policy provided as Appendix C.

D. PRRIP shall purchase and the Commission shall place appropriate signs guiding, directing and restricting public access and use.

E. PRRIP retains the right of officers, directors, agents, employees and permittees of PRRIP, 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 the operations of PRRIP.

F. PRRIP expressly permits Commission officers, employees, and representatives to enter upon the land and water areas, with the exception of areas closed, to be defined on maps, for the protection of Whooping Crane, Piping Plover and Interior Least Tern, at any time and for any purpose necessary or convenient in connection with management and operation of recreational access on these areas.

G. PRRIP shall not be responsible for damages to property or injuries which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the person of the Commission's employees.

H. The Commission shall not be responsible for damage to structures and facilities or for damages to the property or injuries to the person of PRRIP employees or members.

TERMS AND CONDITIONS

A. This agreement is valid for a term from the date as first signed through June 30, 2012. The agreement can be renewed annually, subject to fund availability by either PRRIP or the Commission.

B. This agreement may be terminated by either PRRIP or the Commission upon 30 days written notice by either party. If this agreement is terminated, compensation paid under this agreement will be pro-rated in a mutually acceptable fashion.

C. PRRIP and the Commission shall observe an opportunity for contract amendments at one mutually agreed upon time of each year.

D. PRRIP agrees to open approximately 3,000 acres or more of property annually as identified in Appendix A that is not considered open channel and would be open for access during the tern and plover restriction period.

E. The Commission will develop an on-line registration program to allow the public to register and obtain permission slips for access to identified access areas on all or parts of properties identified in Appendix A.

F. The Commission agrees to hire an employee to manage the recreational access to these properties and to monitor use to ensure compliance with area regulations. The Commission also agrees to provide additional outdoor access support from staff in their wildlife, law enforcement, information and education, and other divisions as needed.

G. PRRIP agrees to pay the Commission $50,000 annually for management and operation of recreational access on these properties. If, after the first year of the agreement, at least 7,000 acres that are not considered open channel and are open for access during the tern and plover restriction period , this annual payment would be reduced to $25,000.

H. Payment for contract services to Commission will occur upon invoice with the first payment due at invoice in the amount of 50% of the invoice and the balance due in 6 calendar months following initial billing invoice.

I. Contact information:

Commission
Tim McCoy
Division Administrator
Nebraska Game and Parks Commission
2200 N. 33rd Street
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Phone: 402 471-5511

PRRIF
Diane Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501
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Platte River Recovery Implementation Program
Dr. Jerry F. Kenny
Executive Director
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Email: kennyj@headwaterscorp.com

This agreement may be renewed, extended or amended by mutual written agreement. This agreement will remain in effect for one year (July 1, 2011- June 30, 2012) unless sooner revoked for cause by the Commission or unless sooner terminated by either party. If revoked for cause by the Commission, or if terminated by PRRIP or by mutual consent, there shall be not less than (30) days written notice, unless otherwise mutually agreed.

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

Platte River Recovery Implementation Program
Nebraska Community Foundation

_____ date:_____
Diane M. Wilson
Chief Financial and Administrative Officer

Nebraska Game and Parks Commission

_____ date:_____

Appendix A

Tract Number	Area
2008001	455 acres
2009001	180 acres
2009003	360 acres
2009004	330 acres
2009005	200 acres
2009006	330 acres
2009007	350 acres
2009008	450 acres
2010001	565 acres
Total	3,220 acres

Appendix B

A. The Commission will develop an on-line registration program to allow the public to register with their name, address, and other required information. Once registered they would be able to select from available days to access any available site and get a permission slip that is only good for that particular day.
   - The permission slip will include a detailed map of the property showing areas that are open at all times and areas that are closed during specific parts of the year. The slip will list all allowable activities for that site and the dates allowed for each activity.
   - The permission slip will include a statement that the individual must have any required permits for their intended activity and include a liability waiver stating that the Commission, PRRIP, and any associated parties are not responsible for any damage while the individual is on the property. Permission slips will also include a statement that the permission slip may be cancelled at any time with notification from the Commission.
   - The permission slip will contain a signature line that must be signed by the individual to be valid, that signature line states that they have all required permits and have read and understand the liability waiver.
   - The permission slip will include a liability waiver and must be signed to be a valid permission slip. The person obtaining and signing the permission slip must be 18 or older. The permission slip will be valid for the person named on the permit and one other person age 18 or under. If the person with the permission slip is not the youth's legal guardian then the guardian will also need to sign the permission slip that includes the liability waiver.
   - Permission slips will be available for each day throughout the year where some portion of the property is available for use. The number available for each day will be based on the maximum number of acres available at any point during the year. One permission slip for access will be available for every 100 acres and one for any additional acres . This means a site of 1 – 100 acres will have 1 permission slip per day, a site of 101 – 200 acres will have 2 permission slips per day, etc. Since some sites may have unusual or individual concerns these numbers may be adjusted up or down with concurrence of Program and Commission staff. Permission slips will be for the entire property open at that time, so everyone with permission slips for a specific day will have access to all available ground on that tract. On large properties the area may be divided along easily identifiable lines such as roads or fences and treated as multiple tracts to encourage better distribution of recreational use. Splitting of tracts in this manner will be conducted only with approval of both the Program and the Commission. The number of permission slips for any site may be adjusted in the first year or future years with approval of both the Program and the Commission.

- Permission slips for all days other than the November rifle deer season will be issued through the Commission program on their website. To maximize the number of people with access to these properties throughout the year an individual will be able to reserve and get permission slips for up to five dates, as those dates pass they would be able to get more permission slips for any available days. This means that a person would have a maximum of five permission slips for the current or future dates at any given time.
- Because the rifle deer season will likely have the most interest and the primary areas of interest will be closed through November 15 the dates of November 16 through the end of the rifle deer season allowing someone to reserve five dates would normally allow a handful of hunters to have an entire area to themselves for that season. Instead of the standard reservation system during those dates an application system would be used where the hunter sends their name, address, and top 3 sites to NGPC during a specified application period. NGPC will then use those requests to randomly issue permission slips through a lottery for the dates during the rifle season.
- Areas may be closed temporarily for construction activities or other concerns. If this occurs anyone that already has a permission slip issued for those dates will be notified that the area has been closed and will be notified that the permission slip is no longer valid. Closing of areas in this manner will require approval of both the Program and the Commission and will require at least two weeks' notice prior to closing so any permission slip holders can be notified.
- The Commission will work with PRRIP to create detailed maps to be provided with the permission slips for each area.
- The Commission will work with PRRIP staff to evaluate the effectiveness of this recreational access and may make changes as needed with concurrence of both Commission and Program staff.
- The Commission will work with PRRIP to develop appropriate signage to mark exterior boundaries of property and to mark boundaries that are only accessible for a portion of the year. Signs will contain all necessary information, a contact phone number for the Commission, and sign language and placement will meet the standards of Nebraska's hunting by written permission statutes.
- Signs, posts, and hardware for posting the area and for replacement as needed will be provided by PRRIP.
- The initial posting of the property will be done by both the Commission and PRRIP to assure that both are aware of property boundaries and boundaries for areas closed during portions of the year. For areas closed during part of the year the boundary may be adjusted and exceed the minimum protection to allow for clearer or more effective marking of that boundary. GIS and GPS will be used to locate the areas required to be closed and the final boundary line for creation of the maps to be included with the permission slips.
- An annual calendar for recreational opportunity will be based on a period from July 1 to June 30 of the following year. For the first year of this proposal, access will be available

by September 15 to allow time for posting of properties and development of the permission slip program. After the first year access will be available on a year-round basis for approved activities in approved areas.

- The Commission will be the primary contact for anyone wanting access to this property for the approved activities. Other recreational permission may be granted with concurrence of the Commission and PRRIP.
- PRRIP will notify the Commission of any construction or other activities scheduled on these properties that may have impacts to recreational users.

Appendix C

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Public Access Policy

Office of the Executive Director

Kearney, Nebraska

I. Introduction

Attachment 4 to the Final Platte River Recovery Implementation Program (PRRIP or Program) states that the Program will provide public access to fee title Program lands for recreation and educational purposes, when and where it is consistent with Program objectives and land use. This directive establishes policy for providing the public with meaningful opportunities to access lands owned in fee title by the Platte River Recovery Implementation Foundation (PRRIF) in support of the Program.

II. Authorities

This policy is approved and enacted by the Governance Committee (GC) of PRRIP on (insert date of approval here) and incorporated into the policies and procedures of the PRRIP dated 10/24/2006 (Attachment 4 Land Plan III.B.2 (Public Access)).

III. Access Considerations

Public access to PRRIF fee title lands subordinate to the following considerations:

1. The ecological and biological considerations of the target species as determined by the
    a. Biological Opinion (BO) of the USFWS
    b. The science and policy of the PRRIP and any other relevant governing bodies.
2. The Nebraska State law(s) governing recreational liability
3. The Good Neighbor Policy of the PRRIP

IV. Areas Open to Public Access

The areas available for public access will be reviewed and approved on an annual basis by the PRRIP Land Advisory Committee (LAC) based on the following considerations:

1. Stated guidelines in the program document
2. Best available ecological and biological data

3. Coordination with other program activities
4. Conflicts arising from non-compatible use
5. Concern for public safety
6. Emergent issues related to access

V. Calendar of Access

The specific needs of Program target species mandate that certain conditions be met in order to benefit species and/or habitat. To meet these conditions, access will have to be restricted during some parts of the calendar year and completely prohibited during parts of the calendar year. These restriction/prohibition dates will be determined by the same rules governing areas of access and subject to periodic review. A calendar of public access dates is attached to this document as Appendix A.

VI. Compatible Public Uses

The public activities (compatible uses) that will be permitted on PRRIF fee title lands will be vetted and advanced to the GC from the LAC. Final approval will be done by the GC. Once approved they remain in effect until rescinded by the GC. The compatibility of potential public uses will be determined by and continually evaluated using the following criteria:

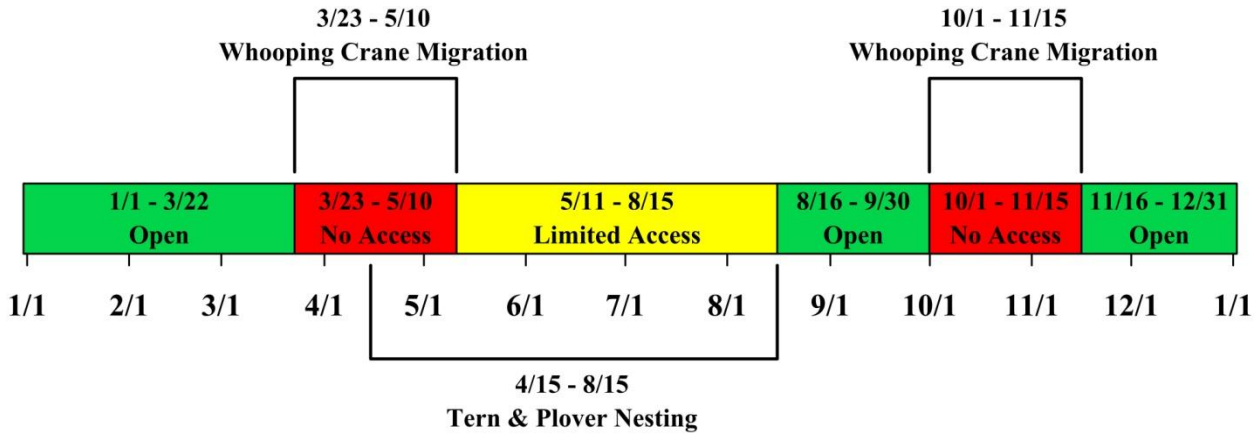
1. Lawfulness
2. Compliance with stated Program objectives
3. Exposure to undue risk and liability
4. In keeping with neighboring land use

The list of compatible public uses will be reviewed and approved by the GC annually. A list of compatible uses is attached to this document as Appendix B.

VII. Conditions of Access

Any individual or group wishing to have access to PRRIF fee title lands may only do so with prior written permission from the Executive Directors Office (EDO) of PRRIP or its designate. Permission is conditional provided it is in concert with stated areas of access, dates of access and types of access as outlined above. Permission is also contingent upon the individual/organization being in good standing with the Program. Standing will be determined by and at the sole discretion of the EDO (or designate). The EDO (or designate) reserves the right to remove any organization and/or individual at will. All use will be day use only with no temporary structures or facilities allowed to remain on the properties. See Appendix C for day use guidelines. Guidelines for administration of the Program's Good Neighbor Policy are attached as Appendix D. The Program's public access rules violation protocol is attached as Appendix E.

Appendix A – Calendar of Access



Open: No additional restrictions beyond those outlined in this access policy.

Limited Access: Certain properties, or areas of properties, will be closed to public access during this time. These areas will be clearly identified by the EDO (or designate).

No Access: No public access is allowed during this time.

Appendix B – List of Compatible Uses

1. mushroom collecting
2. deer hunting
3. fishing
4. bird watching/hiking
5. turkey hunting

Appendix C – Day Use Guidelines

Plan Ahead and Prepare

- Get information about the use area property boundaries and restricted use areas from the EDO (or designate).
- Know and abide by the list of approved public uses.
- Keep the Program access permission document on your person at all times.

Fishing and Hunting

- If fishing is allowed, clean fish at home.
- If hunting is allowed, all blinds, stands, and other equipment must be packed in and out of the area each day.
- Field dress large game animals well away from trails, water, and parking areas.

Pack It In, Pack It Out

- Pack out everything you brought in with you.
- Be a good steward – pick up any litter you may come across and pack it out as well.

Sanitation

- Bury human waste in catholes 4-8" deep at least 200 feet from water, trails and parking areas.
- Cover and disguise the cathole. Do not leave toilet paper on the ground.

Campfires

- Campfires are not allowed on PRRIF property.

Leave What You Find

- Leave rocks, plants, and archeological artifacts where you find them.
- Do not disturb or remove scientific monitoring equipment.

Appendix D – The Program's Good Neighbor Policy

Any and all activities described in this policy are subordinate to the tenants of the Good Neighbor Policy as described below (taken from the Program's Land Plan):

All activities of the Governance Committee, its committees and subcommittees and other persons implementing, operating, and maintaining the Program shall be carried out in such a way that the Program will be viewed as a "good neighbor" by the residents of central Nebraska and any others who might be affected by Program activities. The Program will comply with applicable local, state, and federal laws and to the extent permitted by such laws, will be responsible for its actions to the same extent as a private individual under like circumstances. The following principles shall guide the Program to be a good neighbor.

- The Program will emphasize the prevention, as opposed to the correction, of actions that cause adverse effects on adjacent landowners or others. Program representatives will talk with neighboring landowners and tenants and others as appropriate, and attempt to document pre-existing conditions and carefully monitor the effects of Program activities.

- If, notwithstanding all efforts to avoid causing adverse effects, concerns are raised that such effects are nevertheless occurring, the Program will have local representatives readily accessible so that the nature and cause of any problem can be quickly determined and needed corrective actions can be taken in a timely manner.

- The Program will require its contractors to carry appropriate insurance to cover documented damage claims resulting from their actions. The Program will make provisions to cover on a case-by case basis other documented damages resulting from unintended consequences of the Program.

Appendix E – Public Access Rules Violation Protocol

All user conflicts shall be settled between individual parties and if not settled amicably will result in both parties losing all rights to use of PRRIF lands.

Terms of Use shall be described in permitting documentation. Violation of any of those terms shall result in immediate revocation of those permissions.

All Program use of the properties shall supersede any individual permitted access. It will be the responsibility of the individual to determine if Program activity is occurring in the permitted area.

END OF DOCUMENT