

Appendix A1

Lease Agreement #14-06-700-3816-A and amendment



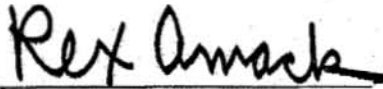
LEASE AGREEMENT
BETWEEN
BUREAU OF RECLAMATION
AND THE
STATE OF NEBRASKA GAME AND PARKS COMMISSION

The Bureau of Reclamation, United States Department of the Interior, hereinafter referred to as "Reclamation," and the State of Nebraska, acting by and through the Nebraska Game and Parks Commission hereinafter called "Commission" enter into this Lease Agreement (Lease) effective May 1, 1995, for the purpose of permitting the Commission to assume the responsibility of administering lands and facilities at Reclamation's Reservoirs for recreation, wildlife and other purposes. The parties hereto have executed this Lease and will abide with the terms and provisions expressed or referenced herein.

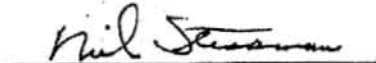
SIGNATURES:

State of Nebraska
Nebraska Game and Parks Commission

Regional Director
Great Plains Region
Bureau of Reclamation



(Signature/Title)



(Agreement Officer)

Typed Name:

Rex Amack, Director

Date: 03/20/95

Typed Name:

Neil Stessman

Date: 03/31/95

ARTICLE I: AUTHORITY, BACKGROUND, AND OBJECTIVES.

This Lease is entered into by Reclamation, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Act of August 4, 1939 (53 Stat. 1187), and the Act of October 12, 1982 (96 Stat. 1261), and by the Commission, pursuant to the laws of the State of Nebraska. This Lease supersedes the following: Lease dated April 20, 1964, Contract No. 14-06-700-3816 and Amendments Nos. 1, 2, and 3, and Exhibit A attached thereto.

Reclamation and the Commission mutually agree to lease to the Commission the administration of Reclamation lands and facilities at the Reclamation Reservoirs, designated herein for recreation, wildlife and related purposes.

ARTICLE II: STATEMENT OF WORK.

The Commission and Reclamation agree as follows:

Premises Leased

1. Reclamation does hereby Lease unto the Commission, subject to the terms and conditions hereinafter provided, the premises described in Exhibit A attached hereto and by this reference made a part hereof. Said exhibit A may be periodically amended, modified, or enlarged by mutual agreement of the parties hereto by adding or deleting lands or areas thereto or therefrom, and as otherwise hereinafter provided, without the necessity of reexecuting this Lease or entering into a separate Lease.

Operation, Use, Location, Architecture

2. The Commission is vested with the responsibility for administration of recreation, wildlife and related uses within the leased premises. This includes the construction, operation, maintenance, and replacement of all associated recreation and wildlife facilities. The use by the Commission of land areas within the leased premises and the location and architecture of improvements and facilities existing thereupon and constructed by the Commission thereon shall be reviewed and approved by Reclamation in accordance with the minimum requirements provided in the respective Resource Management Plan (RMP) incorporated herein by reference. The term "Resource Management Plan" as used in this Lease refers to all existing Reservoir Management Plans as well as new, proposed, or amended RMPs.

ARTICLE III: TERMS AND CONDITIONS.

Terms and Conditions

1. This Lease is subject to the following exceptions:

a. Any prior rights which have been attached to the Leased area before the date of this Lease.

b. The right of the officers, directors, agents, employees, and permittees of Reclamation 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 project operations of the United States.

c. The right of Reclamation, after 90-day written notice to the Commission, except during times of emergency, to make such use of the reservoir areas, or any portion thereof, as may be required in carrying out the purposes of the legislative acts authorizing construction of the project.

d. Reclamation shall have primary jurisdiction over those areas designated as the Operations Areas as shown on the drawings referred to in said Exhibit A. Such jurisdiction is maintained for the purpose of ensuring proper operation and protection of the dams and reservoirs. However, such jurisdiction, as determined by Reclamation to be compatible with its purposes, shall not preclude recreation, wildlife and related-use administration, and development by the Commission within the Operations Areas. Use of these areas, if desired by the Commission, can be permitted by letter agreement on a case by case basis. The reservoirs were constructed and are operated primarily for irrigation, flood control, recreation, fish and wildlife, and other purposes. The fulfillment of the first **two** purposes may require that the level of the reservoirs be fluctuated to meet use demand. Reclamation, its agents, and assigns reserve the right to vary the respective water level to the extent deemed necessary or desirable for the purposes of project operations. The Commission will be notified when Reclamation becomes aware of significant changes in reservoir operation that might have an impact on operation and maintenance of the recreation facilities. **Recreation, Fish and Wildlife resources will be considered when reviewing and or revising the Standard Operating Procedures for each respective reservoir.**

e. The right of Reclamation, its agents, lessees, or permittees to remove from said lands any and all material such as sand, gravel, rock, dirt, etc., necessary for the construction, operation, and maintenance of the project facilities. **The Commission will be consulted in the exercise of these rights in order to minimize damage to recreation and wildlife facilities and or areas.**

f. Title to all oil, gas, coal, and other minerals including sand and gravel now or hereafter owned by the United States is excepted and reserved to the United States. There is also excepted and reserved to the United States, its agents, lessees, or permittees the right to prospect and carry on the development for oil, gas, coal, and other minerals, including sand and gravel, and the right to issue leases or permits to prospect for oil, gas, or other minerals, including sand and gravel, on said lands under the Act of February 25, 1920 (41 Stat. 437), and acts amendatory thereof and supplementary thereto, and the Act of August 7, 1947 (61 Stat. 913). However, the Commission will be consulted and given an opportunity to comment concerning any proposals in the exercising of such rights. Prior to the execution of such lease or permit, Reclamation, in consultation with the appropriate State agency, will give consideration to any adverse effect such action might have on recreation, fish and wildlife, and related uses.

Management

2. The management of all areas covered by this Lease is subject to the laws of the United States, State of Nebraska, and applicable orders, rules, and regulations of the Commission and Reclamation, whether they now exist or may hereafter be enacted during the term hereunder. In addition to the laws and regulations listed in 3a, Reclamation, the Commission, its permittees, lessees, licensees, and concessionaires will comply with the following acts:

- a. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- b. Superfund Amendments and Reauthorization Act of 1986 (SARA).
- c. Resource, Conservation, and Recovery Act (RCRA).
- d. Hazardous and Solid Waste Amendment to RCRA, 1984 (HSWA).
- e. Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).
- f. Safe Drinking Water Act (SDWA).
- g. Clean Water Act (CWA).
- h. Clean Air Act (CAA).
- i. National Historic Preservation Act (NHPA).
- j. 36 CFR 800, **Protection of Historic and Cultural Properties.**
- k. Archeological Resource Protection Act.
- l. American Indian Religious Freedom Act.
- m. Native American Graves Protection and Repatriation Act (NAGPRA).
- n. Endangered Species Act of 1973, as amended (ESA).
- o. National Environmental Policy Act (NEPA).
- p. 43 CFR 420, Off-Road Vehicle Use and Reclamation Policy.

The Commission shall report annually (or more frequently if so requested by Reclamation) any violations or compliance activity that has occurred relative to the above acts. In addition, the Commission shall, upon receiving specific requests from Reclamation, provide information and data needed by Reclamation to ensure current compliance. Violations of these or other State, and or Federal Laws or Acts will be dealt with in the appropriate forum.

The parties will develop a mutually agreed-upon portion of the RMP as to the reservoir area included in the leased premises recited in said Exhibit A. The RMPs may be periodically amended or supplemented.

Facilities and Improvements, Notice, Repair

3. The Commission may construct or modify facilities of any kind whatsoever for the purposes of its administration and management over recreation, wildlife and related uses within the areas of the leased premises. The facilities or modifications must meet the qualifications regarding use, location, and architecture contained in the RMP or mutually approved revisions. Written approval from Reclamation would be required for all improvements, construction, erosion control measures, demolition of existing structures, and ground-disturbing activities not included in an updated RMP. All such activities, regardless of whether or not they are included in a RMP, are subject to the requirements of NEPA and NHPA and shall

not proceed until Reclamation has notified the Commission that the requirements of those laws have been fulfilled.

a. The Commission shall provide Reclamation with the necessary NEPA, NHPA, and Sec. 504 of the Rehabilitation Act of 1973 (handicapped accessibility) data or documents required for each project proposal.

b. Before the Commission, its subcontractors, concessionaires, permittees, lessees, or licensees undertake any ground-disturbing activities or demolition of existing structures, they or their subcontractors, concessionaires, permittees, lessees, or licensees shall cause to have conducted a comprehensive cultural resource inventory of the area to be disturbed or the building to be demolished. The inventories and evaluations shall conform to the Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines (Federal Register, Vol. 48, No. 190) and shall be acceptable to Reclamation. Reclamation will conduct all consultation required by NHPA. The project shall not proceed until all historic preservation requirements have been completed.

c. If cultural materials are found during any ground-disturbing activity, performed by or permitted by the Commission, work will stop and the Reclamation Area Office Archeologist and the State Archeologist will be notified. The activity will not resume until clearance has been given by the Reclamation Area Office Archeologist and the State Archeologist.

4. All improvements constructed by the Commission and/or its successors, assigns, or subcontractors at their sole cost and expense shall be and remain the property of the Commission; Provided, however, That the Commission shall remove or provide a plan acceptable to Reclamation for removal of the respective improvements at its sole cost and expense within 1 year from and after the termination of this Lease, or respective part thereof, and shall restore the land to a safe and natural condition. Said improvements shall be constructed in accord with the approved RMP and any revisions approved by both agencies. If said improvements are not removed or a plan acceptable to Reclamation submitted for removal within a 1-year period, title shall vest in Reclamation.

5. The Commission shall require all concessionaires, permittees, lessees, and licensees engaged in commercial activities to carry adequate public liability insurance as is customary among prudent operators of similar businesses under comparable circumstances. This shall not apply to agricultural permittees.

6. Except State facilities as discussed in Article III, Clause 4, of this Lease, in existence at the time of execution of this Lease, all improvements constructed by the Commission upon the leased premises in whole or in part with revenues derived under Article III, Clause 9, hereof, are and shall be the property of Reclamation and shall remain so vested. Additions, alterations, or improvements must be in accordance with provisions of Article III, Clause 3. All said additions, alterations, and improvements shall become the property of Reclamation.

The Commission shall employ good husbandry and keep and maintain the leased premises, including all improvements of Reclamation and those which shall be erected thereon by the Commission, including all fences and roads therein, except State and county maintained roads and highways, and private leased cabin area interior roads, in a good and reasonable state of repair, and to preserve the area and any improvements. Funding for the initial construction of Reclamation's boundary fence will be the sole responsibility of Reclamation. Repair and replacement of boundary fence in areas administered by the Commission will be the responsibility of the Commission.

Commission's Rights

7. The Commission has the exclusive concession, licensing, and subleasing rights within the areas of the leased premises, both land and water, for the purposes of recreation, wildlife and related uses. The Commission shall not grant easements, or enter into agreements that convey an interest in Reclamation lands to a third party. The Commission may issue and administer licenses, leases, permits, and contracts to persons or associations for the purpose of regulating the privileges to be exercised and may grant concession contracts under which recreation, wildlife and related uses are made available within said areas. However, all new licenses, leases, permits, contracts, or changes to existing licenses, leases, permits, or contracts containing previously unidentified activities, must be submitted to Reclamation for approval prior to execution. After execution, Reclamation shall be furnished a fully executed copy of the contract.

Each such instrument issued by the Commission shall expressly provide:

"This (lease, license, permit, contract, subcontract) is expressly subject to that certain Lease dated May 1, 1995, and any and all modifications and amendments thereto, between Reclamation and the State of Nebraska, as parties thereto and the (insert name of area "RMP"), regarding the Lease and development of specific areas of land at (insert the applicable name of reservoir), Nebraska. Said reservoir was constructed by Reclamation for irrigation,(flood control), recreation, fish and wildlife, and other purposes in the (insert applicable basin area name), Nebraska. The Commission has exclusive control and administration over the leased premises concerning recreation and fish and wildlife management. The (lessee, licensee, permittee, contractor, subcontractor) releases Reclamation and the (insert name of District{s}), their successors, assigns, officers, directors, agents, and employees (hereinafter collectively called the District) from any and all claims arising directly or indirectly from any acts, neglect, or the omission of Reclamation and/or of said District and each of them in connection with construction, operation, and maintenance of dam and irrigation project works.

The (lessee, licensee, permittee, contractor) agrees to indemnify and hold Reclamation and the District harmless from any loss, damage, or expense (including attorney fees) which may be suffered by Reclamation, the District, or either of them, directly or indirectly occasioned by any act, neglect, or omission of said (lessee, licensee, permittee, contractor)."

The term of said leases, licenses, permits, and contracts shall not exceed the unexpired term of this Lease and each of said instruments shall contain the following provision:

"In the event of the termination of the Lease between Reclamation and the State of Nebraska, dated May 1, 1995, Reclamation shall be deemed to stand in the stead of said Commission as grantor for the remainder of the term of this (lease, license, permit, contract); Provided, however, in the event of such termination, Reclamation at any time within 90 days thereafter may terminate this (lease, license, permit, contract). **A 60 day written notice of termination must be given to (lessee, licensee, permittee, contractor).**"

8. The Commission should make the following determinations on the transfer or reissuance of exclusive use permits within any recreation/reservoir areas as allowed under Article III, Section 7:

- a. A determination must be made that the land is not needed at this time for current or foreseeable future recreation purposes.
- b. The Commission must receive "fair market rental value" from the permitted use.
- c. The reissuance or transfer of the permit for cabins must be in accordance with 43 CFR 21.
- d. Requirements of the National Environmental Policy Act (NEPA) must be completed for each action undertaken by the Commission in the leased area that would have potential environmental impacts. The Commission is to notify Reclamation before any such projects are undertaken. Reclamation will prepare Categorical Exclusion Checklists (CEC) where applicable. One CEC may be prepared covering transfers or reissuance of all permits within a given area. If the proposed action requires an Environmental Assessment (EA), or Environmental Impact Statement (EIS) the Commission will be responsible for the preparation of these documents, subject to Reclamation approval of the project.
- e. The action must be consistent with the discussion in the resource management plan (RMP), if and when one is completed.
- f. On all reservoirs needing updated or new RMPS, the length of the permit must be restricted to 5 years, with an option for additional 5-year renewals. Each option to renew would be decided, based on a reevaluation of use consistent with the new or updated RMP. A stipulation to this effect should be contained in the cabin permit agreement.

The Commission should submit this written determination to Reclamation for review and approval prior to transfer or reissuance of the permit.

9. The Commission has the right to collect and retain all receipts derived from leases, licenses, subcontracts, permits, or contracts which it issues or administers hereunder; Provided, however, that the Commission agrees that, the income derived from such leases, licenses, subcontracts, permits, or contracts or an equivalent amount shall be used for the development, operation, maintenance, and replacement of the wildlife and recreation areas and facilities leased hereunder. All revenues generated from a particular reservoir project area will be used to fund management efforts on all associated public recreation, and wildlife lands.

The Commission shall submit to Reclamation, not later than October 1 of each year during the term of this Lease, a report showing such receipts and expenditures for each separate reservoir area during the **Commissions'** preceding fiscal year. At the termination of this Lease, the remaining excess of such receipts over expenditures, if any, shall be paid in full to Reclamation within 30 days after termination. The Commission shall maintain accounting records to allow Reclamation to ascertain the existence and amount of any excess, which records shall be available for inspection at the request of Reclamation.

Reclamation reserves the future right to negotiate a share of revenues generated from nontraditional developments (such as resorts) or large exclusive use permits (such as boat clubs etc.). This would not include such traditional developments as marinas and other similar operations that provide

water-based public services through a permit from the Commission. These revenues may include: (1) a percentage of the gross revenues generated from any development to be negotiated at that time and/or (2) a percentage of all rental fees collected, based on fair market rental for the use of the land.

Term of Lease Agreement

10. This Lease will be in effect for a period of 25 years from the effective date, unless sooner terminated. The addition or deletion of lands or areas from Exhibit A subsequent to the date of this Lease shall not operate to extend the term hereof. This Lease shall be renewable upon request of the Commission for an additional 25 years at the end of its term, the total term not to exceed 50 years, subject to consideration of changes in rules, policies, and legal requirements of Reclamation and the Commission.

Miscellaneous

11. Reclamation, its agents, and assigns assume no liability for damages to property or injuries or death to persons which may arise from or be incident to the use and occupation of the leased premises, nor for damages to property or injuries or death to the person of the Commission's officers, agents, servants, or employees or others who may be on said leased premises at their invitation or the invitation of any one of them, arising from or incident to the regulation, storage, routing, and discharge of water through the reservoir, including flooding where applicable, or arising from or incident to any other activities of Reclamation, its officers, directors, agents, or employees.

Reclamation assumes all liability arising out of any negligence of its employees within the terms and conditions of the Federal Tort Claims Act, 28 U.S.C., Secs. 2671-2680.

12. The Commission shall assume the responsibility for the enforcement of all wildlife and recreation-related laws on the leased premises and shall take all reasonable precautions and assist in the prevention, control, and suppression of wild fires in the vicinity of the areas of the leased premises and shall make and enforce such laws, rules, and regulations applicable to the wildlife management and recreational use of the leased premises as it deems necessary and desirable to protect the safety and health of persons using the areas and for the preservation of law and order in the interest of public safety. The Commission shall not engage in or permit any activity within the leased premises or allow any omission therein which will interfere with the safety, protection, and operation of the reservoirs for irrigation, flood control, recreation, and fish and wildlife purposes. The Commission may impose the same rules and regulations on the leased premises as it imposes on other lands owned by the State of Nebraska which are used for the same recreation and wildlife purposes.

13. The Commission at its own cost and expense, as may be supplemented by Federal funds, shall use such erosion control, noxious weed control, and land and water pollution control measures as may be necessary and shall require its subcontractors, contractors, permittees, lessees, and licensees to comply with such control measures by express provisions contained in their respective subcontracts, contracts, permits, leases, or licenses.

14. The Commission will have primary responsibility for identification and correction of areas requiring erosion control and/or water quality improvement, noxious weed control, and fence repair, within the leased premises. Subject to availability of funds, Reclamation may provide rip-rap, chemicals, and fencing materials, as well as planning assistance, to improve these conditions.

15. The Commission shall submit to Reclamation a recreation and wildlife summary report for each reservoir area not later than February 1 of each year, during the term of this Lease, for the preceding calendar year. The report form will be supplied by the appropriate Reclamation Area Office.

16. Nothing in this Lease shall be construed or interpreted as authorizing the Commission, its agents, or employees to act as agents or representatives for, or on behalf of Reclamation, its agents, employees, or assigns, or to incur any obligation of any kind on behalf of Reclamation or its agents, employees, or assigns. Nothing in this Lease shall be construed or interpreted as authorizing Reclamation, its agents, or employees to act as agents or representatives for, or on behalf of the Commission or to incur any obligation of any kind on behalf of the Commission.

17. It is understood and agreed that Reclamation, its agents, or assigns are not partners of the Commission and that, in the recreation administration and use of the leased lands, the parties are not engaged in a partnership or a joint venture, even though development funds may in part be supplied by Reclamation. Reclamation, its agents, or assigns are hereby excluded from any liability of the Commission, including but not limited to bonded or unsecured indebtedness, encumbrances, liens, or charges, and the Commission shall not subject or cause the leased premises or any improvements thereon to be subjected as security for any bond, lien, encumbrance, indebtedness, or charge.

18. Reclamation, its agents, or assigns shall not be liable for any loss, injury, or damage of any kind or nature whatsoever to any building or other structure constructed by the Commission, its lessees, licensees, permittees, contractors, or subcontractors, which may be on the leased premises, nor for any loss, injury, or damage of any kind or nature whatsoever to the contents of any building or structure upon the leased premises or to any goods, merchandise, chattels, or any other property now or that may hereafter be upon the leased premises and whether such loss, injury, or damage results from fire, flood or any other cause, except for damage or loss caused by the actions of Reclamation, its agents and assigns, as allowed under the Federal Tort Claims Act, 28 U.S.C., Secs. 2671-2680.

Termination

19. This Lease shall terminate and all rights of the Commission hereunder shall cease, as hereinafter provided:

- a. Upon expiration of the term of the Lease as provided in Article III, Clause 10, above;
- b. Upon the failure of the Commission to observe any of the conditions, exceptions, or reservations set out in the Lease, Reclamation shall give written notice to the Commission of the obligations that are in default or the provisions of the Lease that have been violated, and the Commission shall have 90 days in which to correct the default or violation. Unless the Commission shall have corrected such default or violation, this Lease shall terminate on the ninety-first (91st) day following service of the written notice provided.
- c. Upon written notice by the Commission to Reclamation or upon written notice by Reclamation to the Commission, without assigning any reason therefor, effective as of January 1 of any year, during the term of this Lease, delivered not less than 1 year in advance thereof.

d. Upon failure of Reclamation or the Commission to approve, within 90 days after submittal, the RMP; Provided, That such period of time may be extended for an additional 90 days upon written agreement by Reclamation and the Commission.

e. The applicability of this Lease to one or more designated reservoir areas referred to in said Exhibit A may be terminated for the reasons provided in subclauses 19(b), (c), and (d) above. The termination as to any one or more areas shall not operate to terminate this Lease as to the balance of lands recited in Exhibit A hereof.

f. If the Nebraska State Legislature determines that the Commission should no longer exist or if the Legislature fails to appropriate funds as more fully described in Article III, Clause 27, of this Lease.

20. No assent, expressed or implied, by Reclamation to any breach of any of the Commission's covenants shall be deemed to be a waiver of any succeeding or continuing breach of the same covenant.

21. Upon termination of this Lease under Clauses 10 or 19 above, or for any other reason, the Commission shall surrender the applicable premises, together with all of the improvements thereon which are owned or become vested in Reclamation by the provisions of this Lease, in such repair and condition as shall be in accordance with the covenants herein contained.

22. If during the life of this Lease any improvements in accordance with the Federal Aid to Wildlife Restoration Act of September 2, 1937 (50 Stat. 917; 16 U.S.C.A. 669a, et seq.), as amended, and the Federal Aid in Fish Restoration Act of August 9, 1950 (64 Stat. 430; 16 U.S.C.A. 777, et seq.), as amended, are made to the lands and water covered by the General Plan hereinabove referred to or improvements are made to the leased lands with funds wholly or in part supplied under the provisions of any other Federal Legislative Act, such improvements shall not be impaired by this Lease, and further, before this Lease is terminated, an agreement safeguarding such improvements shall be entered into between Reclamation and the Commission.

23. The Commission may not assign this Lease without the prior express written consent of Reclamation having been first obtained.

24. During the performance of this Lease, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin. The leased premises controlled by the Commission shall be open to entry and use by all persons regardless of race, color, religion, sex, or national origin. No qualified person shall on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

a. The Commission may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with Federal financial assistance when such limitations may be imposed on the numbers of persons using an area or facility or the type of users, such as "hunters only" or "hikers only". All limitations shall be in accord with the applicable grant agreement or amendments.

b. Discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other

fees may be maintained on the basis of residence. Fees charged to non-residents cannot exceed twice that charged to residents. Where there is no charge for residents but a fee is charged to non-residents, non-resident cannot exceed fees charged for residents at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

c. These provisions apply only to the recreation areas as shown on the drawings referred to in said Exhibit A, and as may be described in more detail in the individual RMPs. Non-resident fishing and hunting license fees are excluded from these requirements.

25. The Commission warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Commission for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to annul this Lease without liability or in its discretion, to require the Commission to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26. No member of or Delegate to Congress or Resident Commissioner and no officer, agent, or employee of the Department of the Interior shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease if made with a company or corporation for its general benefit.

27. The performance of any obligation or the expenditure of any funds by Reclamation under this Lease is made contingent on Congress making the necessary appropriations. In case such appropriation as may be necessary to carry out this Lease is not made, the Commission hereby releases Reclamation from all liability due to the failure of Congress to make such appropriation. Likewise, in the event the legislature of the State of Nebraska fails to appropriate funds in any fiscal year to enable the Commission to carry out its part of this Lease, then Reclamation hereby releases the Commission from all liability due to the failure of the State legislature to make such appropriation.

28. The Commission represents that, in executing this Lease, it has complied and will comply with all the applicable provisions of Nebraska law.

29. This Lease shall become effective on May 1, 1995, or retroactively to May 1, 1995, if signed after that date by the Regional Director, Great Plains Region, Bureau of Reclamation, and by the Director of the Nebraska Game and Parks Commission. This Lease shall remain in force until terminated as provided in Article III, Clause 10 or 19, above.

30. The Commission does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this Lease.

ARTICLE IV: KEY OR RESPONSIBLE POSITIONS

The following personnel or positions will be responsible for monitoring activities included in this Lease:

Area Manager
Nebraska Kansas Area Office
U.S. Bureau of Reclamation
P.O. Box 1607
Grand Island Nebraska 68801
Telephone # (308) 389-4622
Fax # (308) 389-4780

Director
Nebraska Game and Parks Commission
2200 N 33rd St
P.O. Box 30370
Lincoln, Nebraska 68503
Telephone # (402) 471-0641
Fax # (402) 471-5528

END OF LEASE

EXHIBIT A

LEASE OF RECREATIONAL AND WILDLIFE FACILITIES

BETWEEN THE UNITED STATES AND THE STATE OF NEBRASKA

CONTRACT NO. 14-06-700-3816-A

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This Exhibit A covers land and water areas of the following U. S. Bureau of Reclamation Reservoirs, Diversion Dams, and Mitigation Sites.

◆ RESERVOIRS

Reservoirs to include: Box Butte, Calamus, Davis Creek, Enders, Harry Strunk, Hugh Butler, Merritt, Sherman, and Swanson.

◆ DIVERSION DAMS

Diversion Dams to include; Arcadia, Cambridge, Kent, Milburn, and Red Willow.

◆ MITIGATION SITES

Mitigation Sites to include; the North Loup Mitigation Sites, known as; Kreppel, Penas, and Rasmussen.

For the purpose of this Exhibit A the North Loup Sites are currently named for previous landowners.

The Frenchman Cambridge Rehabilitation and Betterment Mitigation Sites.

The following described lands shall be, and by the attachment of this Exhibit to the above mentioned lease, are leased to the State of Nebraska, subject to all the terms, conditions, and limitations contained in said lease, to wit:

U. S. BUREAU OF RECLAMATION RESERVOIR AREAS

Those lands acquired and used for the operation of Box Butte Reservoir, located in:

Sections 20, 28, 29, 30, 32, and 33, Township 29 North, Range 49 West; Sections 25 and 26, Township 29 North, Range 50 West of the 6th Principal Meridian, Dawes County, Nebraska, as outlined on the attached Drawing No. 278-705-23, dated 5-13-64, which by reference is made a part hereof.

Those lands acquired and used for the operation of Calamus Reservoir, located in:

Loup County, Sections 30, 31, and 32, Township 23 North, Range 17 West; and Sections 25 and 26, Township 23 North, Range 18 West; and Sections 1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 35, and 36, Township 22 North, Range 17 West; and Sections 1 and 12, Township 21 North, Range 17 West.

and in Garfield County, Sections 19, 29, 30, 31, Township 22 North, Range 16 West; Section 6, Township 21 North, Range 16 West, as outlined on the attached drawing titled "Calamus Reservoir" which by reference is made a part hereof.

Those lands acquired and used for the operation of Davis Creek Reservoir, located in:

Greeley County, Sections 19, 30, and 31, Township 17 North, Range 12 West.

and in Valley County, Sections 13, 14, 15, 23, 24, 25, 26, and 36, Township 17 North, Range 13 West as outlined on the attached drawing titled "Davis Creek Reservoir" which by reference is made a part hereof.

Those lands acquired and used for the operation of Enders Reservoir, located in:

Sections 3, 4, 5, 6, 7, 8, 9, and 10, Township 5 North, Range 37 West; and Sections 31, 32, and 33, Township 6 North, Range 37 West; and Sections 1, 2, 3, and 12, Township 5 North, Range 38 West of the 6th Principal Meridian, Chase County, Nebraska, as outlined on attached Drawing No. 328-701-8558, dated May 15, 1964, which by reference is made a part hereof.

U. S. BUREAU OF RECLAMATION RESERVOIR AREAS - CONTINUED

Those lands acquired and used for the operation of Harry Strunk Reservoir, located in:

Sections 19 and 30, Township 5 North, Range 25 West; and Sections 2, 3, 4, 10, 11, 12, 13, 14, 15, 23, 24, 25, and 26, Township 5 North, Range 26 West; and Sections 18, 19, 20, 21, 26, 27, 28, 29, 32, 33, 34, and 35, Township 6 North, Range 26 West of the 6th Principal Meridian, Frontier County, Nebraska, as outlined on the attached Drawing No. 328-701-8560, dated 5-15-64, which by reference is made a part hereof.

Those lands acquired and used for the operation of Hugh Butler Reservoir, located in:

Sections 2, 3, and 4, Township 4 North, Range 30 West of the 6th Principal Meridian, Red Willow County, Nebraska; and Sections 19, 30, and 31, Township 5 North, Range 29 West; and Sections 13, 17, 20, 21, 24, 25, 26, 27, 28, 34, 35, and 36, Township 5 North, Range 30 West of the 6th Principal Meridian, Frontier County, Nebraska, as outlined on attached Drawing No. 328-701-8561, dated May 15, 1964, which by reference is made a part hereof.

Those lands acquired and used for the operation of Merritt Reservoir, located in:

Sections 5, 6, 7, and 18, Township 30 North, Range 30 West; and Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Township 30 North, Range 31 West; Sections 11 and 12, Township 30 North, Range 32 West; Sections 29, 30, 31 and 32, Township 31 North, Range 30 West; Section 36, and lands encompassed by the normal reservoir water surface elevation 2946.0 M.S.L. in Sections 25 and 26, Township 31 North, Range 31 West of the 6th Principal Meridian, Cherry County, Nebraska, as outlined on the attached Drawing No. 719-728-802, dated February 28, 1963, which by reference is made a part hereof.

Those lands acquired and used for the operation of Sherman Reservoir, located in:

Sections 1, 2, 3, 4, 9, 10 and 11, Township 15 North, Range 14 West; and Sections 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 16 North, Range 14 West of the 6th Principal Meridian, Sherman County, Nebraska, as outlined on the attached Drawing No. 707-705-1086, dated October 26, 1961, which by reference is made a part hereof.

U. S. BUREAU OF RECLAMATION RESERVOIR AREAS - CONTINUED

Those lands acquired and used for the operation of Swanson Reservoir, located in:

Sections 3, 4, 5, 6, 7, 8, 9, 17, 18, Township 2 North, Range 33 West; and Sections 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Township 2 North, Range 34 West; and Section 36, Township 3 North, Range 34 West of the 6th Principal Meridian, Hitchcock County, Nebraska, as outlined on attached Drawing No. 328-701-8559, dated May 15, 1964, which by reference is made a part hereof.

U. S. BUREAU OF RECLAMATION DIVERSION DAM AREAS

Those lands acquired and used for the operation of Arcadia Diversion Dam, located in:

Sections 26, 35, and 36, Township 18 North, Range 17 West of the 6th Principal Meridian, Custer County, Nebraska, as outlined on the attached Drawing No. 707-705-1135, dated 2-13-62, which by reference is made a part hereof.

Those lands acquired and used for the operation of Cambridge Diversion Dam, located in:

Sections 26 and 27, Township 4 North, Range 25 West of the 6th Principal Meridian, Furnas County, Nebraska, as outlined on the attached Drawing No. 328-701-9071, dated 9-6-68, which by reference is made a part hereof.

Those lands acquired and used for the operation of Kent Diversion Dam, located in:

Sections 26 and 27, Township 21 North, Range 17 West of the 6th Principal Meridian, Loup County, Nebraska, as outlined on the attached Drawing titled "Kent Diversion Dam" which by reference is made a part hereof.

Those lands acquired and used for the operation of Milburn Diversion Dam, located in:

Sections 29, 30, 32, and 33, Township 21 North, Range 21 West of the 6th Principal Meridian, Blaine County, Nebraska, as outlined on the attached Drawing No. 499-705-1527 dated 5-13-64, which by reference is made a part hereof.

U. S. BUREAU OF RECLAMATION DIVERSION DAM AREAS

Those lands acquired and used for the operation of Red Willow Diversion Dam, located in:

Section 25, Township 4 North, Range 29 West of the 6th Principal Meridian, Red Willow County, Nebraska, as outlined on the attached Drawing No. 328-701-9070 dated 9-6-68, which by reference is made a part hereof.

U. S. BUREAU OF RECLAMATION - NORTH LOUP MITIGATION AREAS

Those lands acquired and used for mitigation purposes known as the Kreppel Mitigation Site located in:

A parcel of land described as the North 8 acres of Lot 3 in the Southeast Quarter (SE 1/4), Lots 4, 5, and 6, also referred to as the Northeast Quarter (NE 1/4), lying West of the North Loup River in Section 2, Township 18 North, Range 13 West, of the 6th Principal Meridian, Valley County, Nebraska.

EXCEPT, the tract conveyed in Deed Book 64 on page 14, and Book 64 on page 470 to Loup Valleys Rural Public Power District of Ord, Nebraska, and less, Parcels A, and B, as described in Warranty Deed to the United States of America, recorded in Book 73 on page 49, Valley County, Nebraska.

The above-described Tract contains an area of 140.9 acres more or less, according to the government survey.

Those lands acquired and used for mitigation purposes known as the Penas Mitigation Site located in:

Portions of Lots 7, 8, and 9, of Section 20, Township 21 North, Range 16 West, of the 6th Principal Meridian, Garfield County, Nebraska.

The above-described Tract contains 52.4 acres, more or less according to the government survey.

Those lands acquired and used for mitigation purposes known as the Rasmussen Mitigation Site located in:

A parcel of land located in lots 3 and 4, also known as the North Half of the Northwest Quarter (NW 1/2 NW 1/4), and in lot 5, also known as the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4), and in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), of Section 1, Township 18 North, Range 13 West, of the 6th Principal Meridian, Valley County, Nebraska.

The above-described Tract contains 42.2 acres, more or less according to the government survey.

FRENCHMAN-CAMBRIDGE REHABILITATION & BETTERMENT MITIGATION SITES

<u>Site #</u>	<u>Legal Description</u>	<u>Acres</u>
1.	SE1/4, Section 8, T.3N., R.26W.	3.0
2.	NE1/4, Section 3, T.3N., R.25W.	3.0
3.	NW1/4, Section 33, T.4N., R.24W.	3.5
4.	N1/2, Section 26, T.4N., R.25W.	17.0
5.	NE1/4, Section 17, T.4N., R.23W.	4.0
6.	SE1/4, Section 8, T.4N., R.23W.	3.0
7.	SE1/4, Section 30, T.4N., R.21W.	3.5
8.	SW1/4, Section 29 and 30, T.4N., R.30W.	5.5
9.	SW1/4, Section 33, T.4N., R.21W.	6.7
10.	SE1/4, Section 2, T.3N., R.21W.	12.5
11.	SW1/4, Section 9, T.3N., R.20W.	3.6
12.	SW1/4, Section 9, T.3N., R.20W.	2.4
13.	SE1/4, Section 8, T.2N., R.19W.	5.7
14.	NE1/4, Section 16, T.2N., R.19W.	3.6

TOTAL ACRES: 77

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT TO LEASE BETWEEN THE UNITED STATES AND THE
NEBRASKA GAME AND PARKS COMMISSION

This amendment effective May 16 1997, between the United States of America, acting by and through the Regional Director, Great Plains Region, Bureau of Reclamation (Reclamation), and the Nebraska Game and Parks Commission (Commission).

WITNESSETH:

It is agreed between the parties hereto that the Lease dated May 1, 1995 (14-06-700-3816-A), permitting the Commission to assume the responsibility of administering lands and facilities at Reclamation's reservoirs for recreation, wildlife and other purposes, shall be and by these presents is further amended to include the following described lands to be managed as Wildlife Management Areas, to wit:

Those lands acquired and used for mitigation purposes known as the Oeltjen Mitigation Site located in:

All of Lot 6, in Section 18, Township 15 North, Range 10 West, and all of Lots 7, and 8, Section 13, Township 15 North, Range 11 West, of the 6th Principal Meridian, Howard County, Nebraska, containing a total of 119.1 acres, more or less.

TOGETHER WITH all accretion lands attached to the above-referenced lots along the North Loup River, containing 33.9 acres, more or less.

EXCEPT, 9.47 acres conveyed to the Omaha and Republican Valley Railroad Company, as recorded in Book C on Page 518 in the records of Howard County, Nebraska.

The above-described tract contains a total area of 153 acres, more or less, according to the government survey.

Those lands acquired and used for wetland development purposes known as the Tuma Wetland Development Site located in:

The Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), in Lot 2, and in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 18, Township 16 North, Range 11 West, of the 6th Principal Meridian, Howard County, Nebraska.

TOGETHER WITH all accretion lands attached to the above referenced lot along the North Loup River, containing an area of 16.3 acres, more or less.

EXCEPT, a parcel of land as described in the deed to Howard County recorded in Book 81, page 43, in the Office of the Register of Deeds, Howard County, Nebraska.

The above-described tract contains 86.6 acres, more or less, according to the government survey.

All provisions of Lease Agreement 14-06-700-3816-A, as amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment effective the day and year first above written.

SIGNATURES:

Director
Nebraska Game and Parks Commission

Area Manager
Nebraska Kansas Area Office
Bureau of Reclamation

Rex Amack
(Signature)

R. J. Gyllenberg
(Signature)

Typed Name:

1 Rex Amack

Date: 5/28/97

Typed Name:

R. J. Gyllenberg

Date: April 1, 1997

Contract No. 14-06-700-3816-A

~~Amendment No. 2~~

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT TO LEASE AGREEMENT
BETWEEN
BUREAU OF RECLAMATION
AND
NEBRASKA GAME AND PARKS COMMISSION

THIS AMENDMENT, made this 10 day of September, 1997, is between the United States of America, Bureau of Reclamation, hereinafter referred to as "Reclamation," and the Nebraska Game and Parks Commission, hereinafter referred to as the "Commission."

WHEREAS, on the 1st day of May, 1995, Reclamation and the Commission entered into that certain lease agreement (No. 14-06-700-3816-A) which sets forth the terms and provisions under which the Commission administers the recreation, fish, wildlife, and related resources on lands and waters of the United States in the State of Nebraska; and

WHEREAS, both Reclamation and the Commission avail themselves of the benefits of the authorities contained in the Federal Water Project Recreation Act of 1965, and the Reclamation Projects Authorization and Adjustment Act of 1992, which authorities were not specifically included in said lease between the United States and the Commission.

NOW, THEREFORE, WITNESSETH:

In consideration of the foregoing premises and mutual covenants herein contained, the parties hereto do contract and agree that the Lease Agreement (Contract No. 14-06-700-3816-A) between Reclamation and the Commission is hereby amended as follows:


1. Article III: "Terms and Conditions", Section 2. "Management" is hereby amended to include as item "q" the following specific legislative authorities.

q. The Federal Water Project Recreation Act (Act of July 9, 1965, Public Law 89-72, 79 Stat. 213), and the Reclamation Projects Authorization and Adjustment Act of 1992 (Act of January 3, 1992, Public Law 102-575, 106 Stat. 4600), and Section 504 of the Rehabilitation Act of 1973.


2. All provisions, covenants, agreements and stipulations contained in the above described Lease Agreement, except as amended herein, shall be and shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

BY 
Nebraska-Kansas Area Office
Bureau Of Reclamation

NEBRASKA GAME AND PARKS COMMISSION

BY 

Contract No. 14-06-700-3816-A
Amendment No. 03
January 1998

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT TO LEASE BETWEEN THE UNITED STATES
AND
NEBRASKA GAME AND PARKS COMMISSION

THIS AMENDMENT, made this 5th day of February, 1998, is between the United States of America, Bureau of Reclamation, hereinafter styled the "United States," and the Nebraska Game and Parks Commission, hereinafter styled the "Commission."

WHEREAS, on the 1st day of May, 1995, the United States and the Commission entered into that certain lease agreement (No. 14-06-700-3816-A) which sets forth the terms and provisions under which the Commission administers the recreation, fish, wildlife, and related resources on lands and waters of the United States in the State of Nebraska; and

WHEREAS, both the United States and the Commission desire to assure that all such lands receive proper consideration and management of such resources.

NOW, THEREFORE, WITNESSETH:

In consideration of the foregoing premises and mutual covenants herein contained, the parties hereto do contract and agree that the Lease Agreement (Contract No. 14-06-700-3816-A) between the United States and the Commission is hereby amended as follows:

1. Exhibit A

Diversion Dams: "Those lands acquired and used for the operation of Kent Diversion Dam located in." is hereby amended to correct and further define the boundaries of those lands as follows;

Section 27, Township 21 North, Range 17 West, of the 6th Principal Meridian, Loup County, Nebraska as outlined on the attached drawing titled Kent Diversion Dam, individually identified as USBR-NKAO-3A, and by reference made a part hereof. Excepting the lands which; bound the structure of Kent Canal beginning at its point of

Contract No. 14-06-700-3816-A
Amendment No. 03
January 1998

diversion, lie to the east of the primary structure access road, and further, lie on the northern shore of the North Loup River. These excepted lands shall remain as both the operational and maintenance responsibilities of the Twin Loups Irrigation District. This exception includes the diversion structure, gates and dike and related controlling features.

The following category is hereby included in the lease agreement.

Additional Lands: Lands held in fee title by Reclamation and not addressed as Reservoirs, Diversion Dams or Mitigation Sites under Exhibit A.

1. Ash Grove Wildlife Management Area (WMA)

Reclamation records may refer to this tract as the Robinette Quarry. Reclamation drawing No. 271-701-3943 is attached and by reference is made part of this amendment. The tract is described as W1/2SW1/4 Sec 24, T.1N., R.15W., 6th P.M. Franklin County, Nebraska, except a tract of land lying in the NW corner of said 80 acre plot containing 6.43 acres, more or less, resulting in a final acreage of 73.57 acres, more or less.

All provisions, covenants, agreements and stipulations contained in the above described Lease Agreement, except as amended herein, shall be and shall remain in full force and effect and binding upon the parties hereto.

