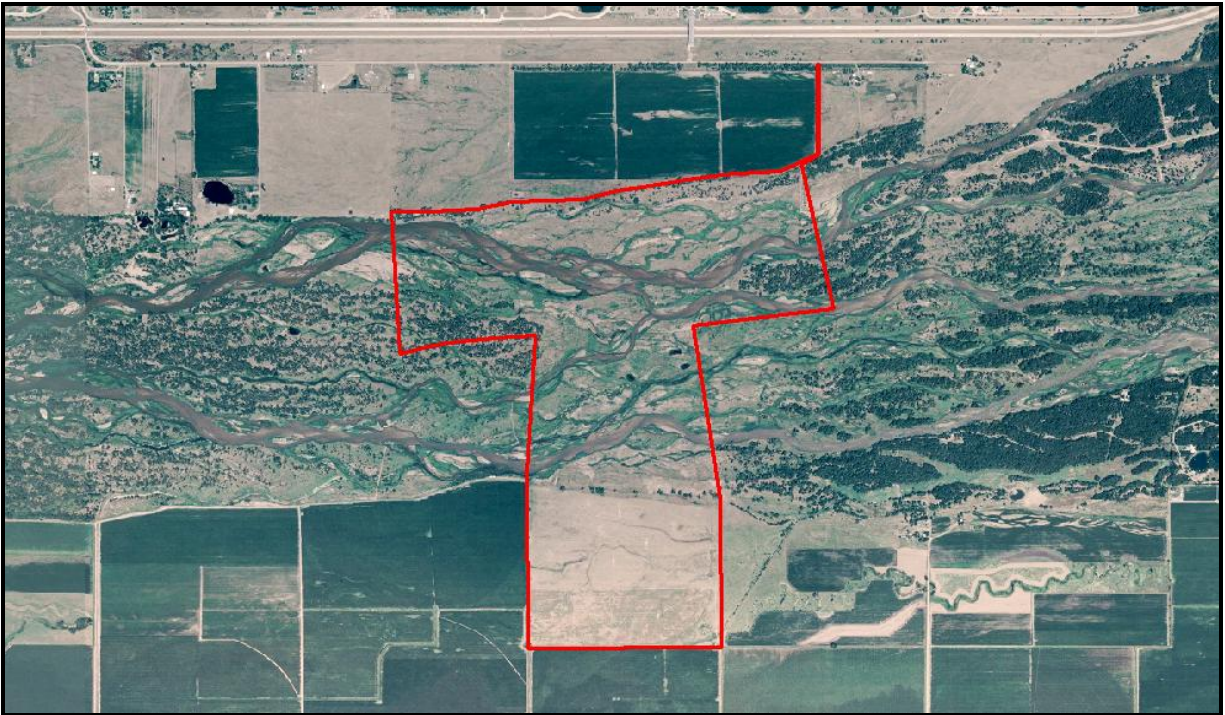




RESTORATION AND MANAGEMENT PLAN (2009-2013)

For

WYOMING PROPERTY



Prepared for:
**Platte River Recovery Implementation Program
Land Advisory Committee**

Planning Team:
**Harry LaBonde, Jim Jenniges, Greg Wingfield, Lisa Fotherby, Chad Smith,
Kirk Schroeder, Bruce Sackett and Jason Farnsworth**

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APPENDIX B – LAND SPONSORSHIP AGREEMENT

APPENDIX C - ANNUAL WORK PLANS



I. PROPERTY DESCRIPTION AND BACKGROUND

A. Tract Location and Size

The Wyoming Property (Property) is 455 acres in size and is located in portions of Sections 17, 18 and 20, T-8N, R-15W. Figure A-1 (located in Appendix A) presents the Property boundary. The tract is located in the Kearney to Minden bridge segment near The Nature Conservancy (TNC) Speidell Tract. Figure A-2 shows the property location within the bridge segment and its proximity to existing leased and owned conservation lands.

B. Land Interest

The Property is owned by the State of Wyoming (Owner). Platte River Recovery Implementation Program (Program) interest in the Property comes via a twelve (12) year land sponsorship lease (Sponsorship Agreement) executed in August of 2008. A copy of the Sponsorship Agreement is located in Appendix B. The lease provides the Program with exclusive use rights for agriculture, recreation, habitat restoration and related uses. The Owner excepted ownership and use rights for oil, gas, coal and other minerals including sand and gravel.

C. Communication and Coordination

1. Land Owners

Per the Sponsorship Agreement, the Program is responsible for developing and submitting yearly Land Management Work Plans (Work Plans) to the Owner. In addition, the Program is responsible for submitting a yearly report showing receipts and expenditures for the Property during the preceding fiscal year. The Program has the right to collect receipts from any leases, licenses, contacts or permits issued or administered for the Property. Proceeds from these agreements or activities must only be used on the premises. All grazing lease income must be forwarded to the Owner and the Owner is responsible for paying property taxes.

2. Neighbors

The Executive Director's Office (ED Office) is responsible for communication and coordination with neighboring landowners. Neighbors will not be asked to provide formal comment on annual Work Plans but will be notified and consulted regarding specific restoration or management activities that could impact their properties.

3. Permits

The Executive Director's Office (ED Office) is responsible for communicating the need and acquiring permits from the appropriate permitting agency for any work in this plan that is subject to a formal permitting process. (for example: COE 404 permit)



II. EXISTING HABITATS

A. Land Cover

Existing land cover/use on the Property was evaluated utilizing the updated 2005 land cover overlay developed in cooperation with the Whooping Crane Maintenance Trust Inc. (Crane Trust) and the United States Fish and Wildlife Service (USFWS). The land cover classifications from the overlay were compared to the most recent United States Department of Agriculture (USDA) Farm Service Agency (FSA) and Program aerial photography in order to identify any land use changes that have occurred since the development of that dataset. The land cover/use for this tract is summarized in Table 1. Several additional land cover/use related maps are located in Appendix A including:

- Figure A-3 – 2005 Land Cover/Use
- Figure A-4 – National Wetland Inventory
- Figure A-5 – 1938 Aerial Photography
- Figure A-6 – 1998 CIR Aerial Photography
- Figure A-7 – 2008 CIR Aerial Photography

Table 1 – Wyoming Property 2005 Land Cover/Use Summary

| Land Cover Classification | Acres | Percent of Tract |
|----------------------------------|--------------|-------------------------|
| Agricultural | 3.4 | 0.8% |
| Bareground/Sparse Veg | 11.2 | 2.5% |
| Mesic Wet Meadow | 30.9 | 7.0% |
| Phragmites | 26.0 | 5.9% |
| Riparian Shrubland | 45.7 | 10.3% |
| Riparian Woodland | 42.5 | 9.6% |
| River Channel | 13.4 | 3.0% |
| River Early Successional | 64.2 | 14.5% |
| River Shrubland | 70.7 | 16.0% |
| Rural Developed | 7.1 | 1.6% |
| Unvegetated Sandbar | 10.2 | 2.3% |
| Xeric Wet Meadow | 116.6 | 26% |

B. Existing Species Habitat

1. Non-Riverine Surface Water

The only non-riverine surface water on the Property is two excavated sloughs and three small excavated wetland features designed and constructed by the USFWS. These features can be seen on the aerial image in Figure A-7. The downstream ends of the sloughs are intermittently connected to active channel. These features provide habitat for non-target waterfowl species as well as habitat for forage fish and other aquatic organisms.

2. River Frontage and Active Channel Widths

The main channel of this segment of the Platte River is separated into three distinct channels. The Property includes approximately 5,600 feet of frontage on the northernmost channel, 4,100 feet of the middle channel and 2,500 feet on the southernmost channel. A secondary channel splits from the southernmost channel near the midpoint of the Property but only carries flows intermittently. The northern and middle channels are connected on the Property and this connection is an important flow split. The north channel ranges in width from 250 to 450 feet, the middle channel from 100 to 200 feet, and the south channel from 150 to 275 feet.

3. Island and Channel Bank Height

Channel bank height on the Property ranges from three to five feet above water during summer flow conditions. The large islands between the three channels also range between three and five feet above water. Small islands and sandbars located within the active channels range from inches to two feet above water surface.

4. Contiguous Sand Substrates

In the spring of 2008, three existing sand bars on the north channel were cleared of vegetation, reshaped and sprayed with pre-emergent herbicide in order to create sand substrate suitable for tern and plover nesting. The total area of three created sand nesting bars was less than five acres. All of the sand was inundated during the spring high flow event of 13,000 cfs and quickly vegetated following the event. No nests were initiated on the managed sand habitat in 2008.

5. Groundwater

Depth to groundwater on the accretion portion of the Property is typically less than three feet. Depth to groundwater on the pastureland south of the channel ranges between two and six feet based on Nebraska Department of Natural Resources well registration logs for several monitoring wells installed by the Central Platte Natural Resources District (CPNRD). A groundwater drain borders the south side of the pastureland portion of the Property. The drain is approximately five feet deep and controls the groundwater elevation in the area.

6. Flooding in Non-Wetland Areas

Intermittent flooding occurs in non-wetland areas of the accretion ground during high flow events. Flooding and ponding of water also occurs on the pastureland portion of the Property during rainfall events. This is due to excavation work and construction of a small dike built to facilitate development of wet meadow habitat. The dike has not been maintained and is in need of repair.

7. Power/Transmission Lines

There are no above-ground power or transmission lines on the Property.

C. Incompatible Uses and Environmental Concerns

The Property does not currently have land uses that are incompatible with target species habitat. There are no incompatible land uses on neighboring properties. There are no past or present uses of this or adjacent properties that raise potential environmental concerns.



III. HABITAT RESTORATION AND MANAGEMENT

The entirety of the Property will be managed as complex habitat. On September 2nd, 2008, Program Staff hosted a workshop to develop goals and objectives for the Property and relate them to habitat restoration and management actions. Workshop participants included representatives of the Owner, USFWS, United States Bureau of Reclamation, Nebraska Public Power District, and ED Office.

A. Goals and Objectives

All restoration and management actions carried out under this Management Plan are subject to the following goals and objectives which will function as the benchmark for evaluation of ongoing activities.

1. General Goals and Objectives

- Goal 1 – Reestablish and Maintain Property Boundary
 - Objective 1a – Identify and address boundary disputes
 - Objective 1b – Establish and maintain permanent boundary fence
- Goal 2 – Protect Downstream Flow in south channel
 - Objective 2a – Maintain north channel flow split.
 - Objective 2b – Continue to evaluate potential for south channel flow consolidation.
- Goal 3 – Minimize Invasive Vegetation and Noxious Weeds
 - Objective 3a – Eliminate (to the extent possible) existing stands of invasive vegetation including phragmites, purple loosestrife, false indigo, willow, eastern red cedar, and wheatgrass. Control future infestations and prevent spread of invasive vegetation listed above as well as Russian olive and salt cedar.
 - Objective 3b – Control noxious weeds.

2. Riverine Habitat Goals and Objectives

- Goal 4 – Increase and Improve Tern and Plover Nesting Habitat
 - Objective 4a – Widen ½ mile of the North Channel and create in-channel tern and plover nesting island complex.
 - Objective 4b – Create off-channel tern and plover nesting habitat between middle and south channel.
- Goal 5 – Improve Unobstructed Widths on All Channels
 - Objective 5a – Minimize the extent and height of vegetation within active channels
 - Objective 5b – Maintain vegetative community height of less than one meter on accretion ground outside of forested areas and particularly within 500 feet of active channels.

3. Wet Meadow Habitat Goals and Objectives

- Goal 6 – Restore Wet Meadow Habitat on Portion of Property South of the River
 - Objective 6a – Restore native xeric and mesic wet meadow vegetation community

- Objective 6b – Restore wet meadow hydrology

B. Implementation (Strategies, Methods, Areas, Timelines, Costs and Responsibilities)

This section provides the strategies and methods for achieving the goals and objectives outlined in the previous section. It also presents work areas and preliminary timelines and estimates of cost. Implementation activities will be delineated in greater detail in annual Work Plans that will be reviewed by the LAC, TAC and approved by the GC. These documents will be appended to Appendix C of this Plan annually.

1. Objectives 1a & 1b - Property boundary reestablishment and maintenance

- **Strategy** – The ED Office will make a good faith effort to work with adjacent landowners to reestablish the property corners based on the July 24 and 25, 1989 survey performed by Buffalo Surveying Corporation. Once reestablished, the boundary will be preserved by establishing and maintaining a permanent boundary fence.
- **Methods** - The Program's Land Specialist will be the point of contact with neighboring landowners. Boundary disputes will be reviewed by the Owner and Program Legal Counsel and be addressed on a case-by-case basis. All surveys (if needed) will be performed by a Professional Surveyor licensed in the State of Nebraska. Permanent perimeter fencing will be adequate for livestock containment and contain provisions for temporary fencing of active channels. Woody vegetation within twenty (20) feet of the permanent fencing will be removed and this area will be maintained free of such vegetation. The ED Office will work with neighboring landowners when possible to do likewise on their property. Permanent fencing will be inspected and repaired as necessary each spring. Temporary fencing will only be installed during grazing and removed immediately afterwards. Temporary fencing that crosses active channels will be marked with visual indicators.
- **Area** – Permanent fencing will be established on the entirety of the property boundary outside of active channels. In addition, the existing fence between the pasture and south bank of the river will be maintained.
- **Timeline** – Coordination with adjacent landowners to reestablish the property boundary will begin in late 2008. Fencing activities will proceed in the spring of 2009 if no boundary disputes occur.
- **Costs** – Woody vegetation removal and repair/construction of permanent fencing is expected to cost less than \$10,000. Annual fence maintenance is expected to cost less than \$1,000.
- **Responsibilities** – The Program's Land Specialist is responsible for coordination with neighboring landowners. The Program's Land Manager is responsible for coordinating fence construction and repair. The Owner is responsible for boundary fencing costs.

2. Objective 2a – Maintain flow split on property

- **Strategy** – Annual flow monitoring on the property will be used to evaluate flow in the north channel upstream of the flow split and north and middle channels downstream of the split. Changes in the proportion of flow in these channels will be evaluated by the Water Advisory Committee (WAC). If necessary, the WAC will initiate an investigation into ways to preserve or restore the integrity of the flow split.

- **Methods** – Monitoring methods will be established by the WAC. Flow split preservation or restoration methods will be identified as necessary.
- **Area** – The flow split can be seen on Figure A-7.
- **Timeline** – Monitoring needs and methodologies will be developed in late 2008 or early 2009.
- **Costs** – Unknown
- **Responsibilities** – The Program Staff or contractors (in conjunction with the appropriate advisory committees) are responsible for designing and implementing monitoring. Responsibilities for flow split preservation investigations and resulting actions will be determined as necessary.

3. Objective 2b – Continue to evaluate potential for south channel flow consolidation

- **Strategy** – If the Program is able to acquire an interest in upstream or downstream properties, the potential for channel consolidation will be reevaluated.
- **Methods** – Unknown
- **Area** – Unknown
- **Timeline** – Unknown
- **Cost** – Unknown
- **Responsibilities** – The ED Office is responsible for notifying the Technical Advisory Committee (TAC) and Adaptive Management Working Group (AMWG) of acquisition of an interest in upstream and downstream properties. The TAC and AMWG will be responsible for reevaluating the feasibility of channel consolidation based on said acquisition(s).

4. Objective 3a – Eliminate existing and control future infestations of invasive vegetation

- **Strategy** – Existing stands of invasive vegetation will be eliminated (to the extent possible) in year one (i.e. 2009) of Management Plan implementation. An integrated management approach to control will be used to the extent possible and specific control methods will be updated as new information becomes available. Ongoing management/control needs will be assessed annually and incorporated into Work Plans.
- **Methods** – Elimination of existing infestations will be accomplished through a combination of herbicide application and mechanical removal. Control of certain species like eastern red cedar will not require herbicide application while other species like purple loosestrife will not need to be mechanically removed after herbicide application. The wheatgrass infestation in the pasture will be eliminated by farming that area during three growing seasons with Roundup Ready row crops. Management of future infestations will be accomplished through a variety of integrated management methods including: herbicide application, prescribed fire, mechanical disturbance/removal and grazing.
- **Area** – Invasive vegetation removal and control will be conducted on the entire Property.
- **Timeline** – To the extent feasible, removal of existing infestations will occur in 2009 and maintenance/control efforts will continue annually. Herbicide/ drilling of annual cover crop treatment of the pasture will commence in 2009 and end following the 2011 growing season.

- **Cost** – Spraying and removal of woody species is expected to cost on the order of \$50,000. Annual costs will be identified in the annual Work Plans and are expected to be less than \$5,000.
- **Responsibilities** – Program Staff are responsible for identifying infestations and planning/coordinating control efforts. Control activities will be carried out by contractors or Program Staff as appropriate.

5. *Objective 3b – Control noxious weeds*

- **Strategy** – Infestations of noxious weeds will be eliminated (to the extent possible) annually. An integrated management approach to control will be used to the extent possible and specific control methods will be updated as new information becomes available. Ongoing management/control needs will be assessed annually and incorporated into Work Plans.
- **Methods** – Herbicide application will be the primary method for control of noxious weeds. Biological controls will be considered but only used if deemed effective enough to result in effective control within three growing seasons.
- **Area** – Noxious weed control will be conducted on the entirety of the property.
- **Timeline** – Noxious weed control activities will be conducted annually.
- **Cost** – Annual costs will be identified in the annual Work Plans and are expected to be less than \$4,000
- **Responsibilities** - Program Staff are responsible for identifying infestations and planning/coordinating control efforts. Control activities will be carried out by contractors or Program Staff as appropriate.

6. *Objective 4a – Widen ½ mile of north channel and create in-channel tern and plover nesting island complex*

- **Strategy** – The north channel will be mechanically widened to a sustainable width. Tern and plover nesting island(s) of three (3) acres or more in size will be constructed and maintained in the widened channel. The islands will be constructed to an elevation such that they will not be overtopped by flows of less than 2,000 cfs. The islands will be maintained free of vegetation (to the extent possible).
- **Methods** – An estimate of the maximum sustainable channel width will be developed through evaluation of existing geomorphology modeling. The channel will be widened by pushing material from the south bank of the channel into the channel itself. The nesting islands will be created utilizing existing sand bars/small islands where possible and by pushing up bed material from the channel itself. The islands will be maintained free of vegetation through the annual application of pre-emergent herbicide or through flow management (if deemed possible).
- **Area** – The approximate area is presented in Figure A-8 located in Appendix A.
- **Timeline** – Planning, design and permitting will occur in 2009. Construction will begin in 2010 and proceed as field conditions dictate.
- **Cost** – Planning, design and permitting is expected to cost on the order of \$30,000. Construction is expected to cost less than \$200,000. Annual maintenance (mechanical and herbicide) is expected to be on the order of \$3,000.

- **Responsibilities** – Program Staff will coordinate with the Bureau of Reclamation to evaluate maximum channel width. Program Staff and/or contractors in coordination with the TAC will be responsible for planning, design and permitting. Contractors will perform the construction and maintenance work.

7. Objective 4b – Create off-channel tern and plover nesting habitat between middle and south channel

- **Strategy** – Off-channel tern and plover nesting habitat will be created between the middle and south channel by excavating/moving existing sand/sediment to create a nesting island of approximately six (6) to eight (8) acres in size surrounded by at least fifty (50) feet of open water a minimum of two (2) feet deep except for one maintenance access point. The access point will be protected by electrified predator fencing and the island will be maintained free of vegetation (to the extent possible).
- **Methods** – The island will be created by pushing and excavating material. Excavation will be deep enough that a minimum of two feet of groundwater will be maintained throughout the nesting season. The water buffer may, but does not have to be, connected to the south channel. The island will be maintained free of vegetation through the annual application of pre-emergent herbicide.
- **Area** – The approximate area is presented in Figure A-8 located in Appendix A.
- **Timeline** - Planning, design and permitting will occur in 2009. Construction will be completed in 2010.
- **Cost** – Planning, design and permitting is expected to cost on the order of \$30,000. Construction is expected to cost less than \$400,000. Annual maintenance (mechanical and herbicide) is expected to be on the order of \$3,000.
- **Responsibilities** –Program Staff and/or contractors in coordination with the TAC will be responsible for planning, design and permitting. Contractors will perform the construction and maintenance work.

8. Objective 5a – Minimize the extent and height of vegetation within active channels

- **Strategy** – The Program will attempt to manage vegetation within the active channel primarily through grazing, mechanical manipulation or flow management (as able). Grazing will be evaluated as the primary management technique but may not be feasible due to the challenges associated with fencing and finding operators willing to graze their livestock in the channel. Chemical application may also be used, but as a secondary strategy due to the potential real or perceived environmental impacts.
- **Methods** – Grazing will only be viable if the active channel can be fenced during the grazing season. If it is feasible, channel fencing must be installed immediately before grazing and remove immediately after. Mechanical control methods include shredding, mowing and discing. Chemical application rates and methods will vary, but all herbicides must carry an aquatic label.
- **Area** – Active channels
- **Timeline** – Grazing feasibility will be investigated in late 2008. Mechanical manipulation of the channel will be conducted as deemed necessary or on a biennial basis if grazing is not feasible. Herbicide application will be utilized when/where grazing or mechanical manipulation is not feasible or on vegetation that cannot be effectively controlled by mechanical means.

- **Cost** – The only cost associated with grazing would be fence maintenance. Per the Sponsorship lease, the Owner is responsible for boundary fencing costs. Discing or mowing of the active channels on the property is expected to cost on the order of \$8,000. Herbicide application is expected to cost on the order of \$200 an acre.
- **Responsibilities** – Program Staff are responsible for assessment and planning. Grazing lease holders will be responsible for livestock management. Contractors will be responsible for carrying out mechanical control activities.

9. Objective 5b – Maintain vegetative community height of less than one meter on accretion ground outside of forested areas and particularly within 500 feet of active channels

- **Strategy** – The Program will manage vegetation height on accretion ground through a combination of several biological and mechanical control strategies. Where practical, those control strategies will encourage the maintenance of a diverse community of native grass and forb species.
- **Methods** – The Program will manage vegetation height on accretion ground primarily through grazing, mechanical manipulation, and prescribed fire. Grazing will be evaluated as the primary management technique but may not be feasible in the area of the property between the north and south channels if fencing of the active channels is not feasible. Grazing dates and intensity will be evaluated yearly and may vary in order to manage vegetation community composition and diversity. Prescribed fire may be used on the portion of the property north of the channel but will likely not be feasible elsewhere due to equipment accessibility limitations. If grazing is not feasible on the central portion of the tract, mechanical manipulation through shredding and mowing will likely be the preferred management technique. Herbicide application may also be used to control re-growth of woody vegetation, but will be a secondary strategy due to the potential real or perceived environmental impacts. Due to the proximity to surface waters, all herbicides must carry an aquatic label.
- **Area** – All accretion ground outside of currently forested areas and particularly areas within 500 feet of active channels.
- **Timeline** – Grazing feasibility will be investigated in late 2008. Mechanical removal existing woody vegetation exceeding one meter in height will be performed in 2008 or 2009. Maintenance of vegetation height will be an annual activity.
- **Cost** – The only cost associated with grazing would be fence maintenance. Per the Sponsorship lease, the Owner is responsible for boundary fencing costs. Shredding or mowing of accretion ground is expected to cost on the order of \$50 an acre. Herbicide application is expected to cost on the order of \$200 an acre.
- **Responsibilities** – Program Staff are responsible for assessment and planning. Grazing lease holders will be responsible for livestock management. Contractors will be responsible for carrying out mechanical management activities.

10. Objective 6a – Restore native xeric and mesic wet meadow vegetation community

- **Strategy** – Replant existing pasture with high-diversity local ecotype xeric and mesic wet meadow seed mix following three years of farming to remove invasive wheatgrass.

- **Methods** – Planting will be conducted during the winter following the third year of cropping. Planting will be accomplished by broadcaster or spreader when snow cover is present.
- **Area** – Existing 107 acre pasture south of the high bank of the Platte River.
- **Timeline** – Planting will occur during the winter of 2011-2012 or after the completion of any hydrology-related enhancements. Establishment of a viable vegetation community may take up to five (5) years.
- **Cost** – Planting costs are expected to be on the order of \$50,000.
- **Responsibilities** – Program Staff will be responsible for coordinating farming and planting activities. Seed and planting services will be procured from one of the Program partners or cooperators.

11. Objective 6b – Restore wet meadow hydrology (as able given site constraints)

- **Strategy** – The feasibility of restoring wet meadow hydrology is not yet known. A planning process will be initiated to study the feasibility and associated costs and benefits. If determined to be feasible, the design and permitting will be completed by the end of 2011 so that construction could commence the following spring.
- **Methods** – The restoration method is not yet known.
- **Area** – Existing 107 acre pasture south of the high bank of the Platte River.
- **Timeline** – A planning study will be initiated in 2010 to evaluate potential restoration methods. If deemed feasible, design and permitting would be conducted in 2011 and construction would commence in 2012.
- **Cost** – Not yet known.
- **Responsibilities** – Program Staff will be responsible for general coordination. A contractor will be selected for the planning study and design/permitting. A contractor will perform the construction work.



IV. MONITORING AND RESEARCH

A. Baseline Monitoring

A variety of monitoring activities will be conducted on the Property as part of the system-wide investigations conducted under the Integrated Monitoring and Research Plan (IMRP). Parcel-specific baseline monitoring needs that will not be addressed under system-wide research and monitoring protocols include:

1. *Flow monitoring at north channel flow split*

- **Purpose** – Flow monitoring at the existing north channel flow split will provide data on the portion of flow that splits to the middle and eventually the south channel. It will also allow of identification of any changes or trends in the split flow, which will help inform decisions about protection of flows in the south channel.
- **Timeline** – Flow monitoring should be initiated in 2009 and continue as long as the TAC determines that there is a need to do so.
- **Responsibilities** – Planning and implementation of flow modeling will be carried out by Program Staff or contractors under the IMRP.

2. *Channel cross section surveys at upstream and downstream edge of property*

- **Purpose** – Baseline cross section surveys at the upstream and downstream edge of the property will establish the existing cross sectional profile of the channels. Subsequent surveys conducted in conjunction with channel modification or as part of other research efforts can be compared to the baseline transects to determine the effects of Program actions on the channel.
- **Timeline** – Baseline transects should be surveyed before the commencement of channel modifying activities.
- **Responsibilities** – Planning and implementation of the cross section surveys will be carried out by Program Staff or contractors under the IMRP.

B. Research

Several research efforts may be conducted in full or part on this property under the IMRP including:

- Slough-based fish research
- Geomorphology research
- Invasive species research



V. PUBLIC ACCESS

A. Education

Public access for education, including non-Program research, will be allowed on a case-by-case basis as long as it is compatible with target species usage and does not negatively impact species habitat. Program Staff will be responsible for evaluating requests and granting access permission. As a general rule, property keys will not be permanently provided to persons for educational purposes but will be available at the Program Office for temporary use.

B. Recreation

Public access for recreation will not be allowed until the property boundary is clearly established and marked with permanent fencing and signage. Once the boundary has been established, the compatibility of specific types of recreation will be reevaluated.



VI. INCIDENTAL TAKE

A. Measures to Minimize or Eliminate Take of Least Tern and Piping Plover

Habitat restoration and land management activities occurring on river channel or sandpit habitat between April 15 and August 15 will only be conducted in the absence of nesting least terns and piping plovers. Program Staff will conduct a survey for these species in the area that will be disturbed within three days prior to the initiation of activities.

If least terns or piping plovers nest on the off-channel nesting complex, appropriate measures will be taken to control predation. At a minimum, any land connection to the complex for maintenance will be protected by electrified predator fencing. Other measures may be warranted and Service concurrence will be obtained before implementing additional measures.

Additionally, habitat restoration and land management activities will be monitored and scheduled to minimize negative effects on species protected under the Migratory Bird Treaty Act.

B. Measures to Minimize or Eliminate Take of Whooping Crane

1) For habitat restoration and land management activities in or within 0.25 miles of the Platte River channel occurring between March 23 and May 10, or October 1 and November 15, construction shall only take place from one hour following sunrise to two hours prior to sunset unless otherwise approved¹ by the Service’s Coordinator of the Whooping Crane Migration Tracking Program. Program staff will notify the Service when Program habitat restoration work will be conducted during the above dates from the Highway #283 and Interstate 80 intersection near Lexington, Nebraska downstream to Chapman, Nebraska.

2) Construction or other work crews working in or within 0.25 miles of the channel during the above dates will check channel areas for the presence of whooping cranes prior to starting work each day, and report the presence of whooping cranes to Program staff. When whooping cranes are discovered in the Platte River valley, either by the Program monitoring crew or the above required check by construction or work crews, or are known to be in the valley through other sources, including via notification from the Service’s Coordinator, Program staff will confer with the Service and will notify construction crews if it is necessary to temporarily halt construction activities.

3) Construction work should be completed as quickly as possible. Earth moving equipment will be moved from the river channel to an upland site located behind a tree line at the end of each work day if such features are available on the property. In the instance that such features are unavailable, equipment should be moved to a position at least 0.25 miles away from the channel.

¹ The length of a given migration season can vary with strong weather patterns and may be shorter or longer than average. A known shorter migration season is an example of when the Coordinator might approve activities outside of the stated daily period.

C. Measures to Minimize or Eliminate Take of Pallid Sturgeon

Land restoration and management activities will not result in incidental take of pallid sturgeon.



VII. RESPONSIBILITIES

A. Restoration and Management Responsibilities

1. Planning

Per the Sponsorship Agreement, Land Management Plans for this property are to be written by representatives of the Executive Director's office and overseen by one individual representing the Owner, one individual from the Program, one individual from the USFWS, and others as assigned by the Program. This group will be responsible for reviewing annual Work Plans and for directing the planning process. Program Staff will be responsible for conducting, or retaining contractors to conduct, planning, design, and permitting for specific activities carried out under this plan.

2. Implementation of Management and Restoration Activities

Implementation of restoration and management activities will be carried out by Program Staff or by contractors under the oversight of Program Staff.

3. Enforcement

Public access for recreation is currently not allowed under this plan. Enforcement responsibilities will be assigned if and when recreation is allowed.

B. Budget and Invoicing

Program Staff will be responsible for budgeting and invoicing of activities on this property. No later than October 1 of each year during the term, a report showing receipts and expenditures for the property during the preceding fiscal year will be submitted to the Owner. All proceeds collected from activities on the property must be used for development, operation and maintenance of the property, except for proceeds from grazing leases, which must be forwarded to the Owner. At the termination of the agreement, any remaining proceeds must be paid in full to the Owner within 30 days.

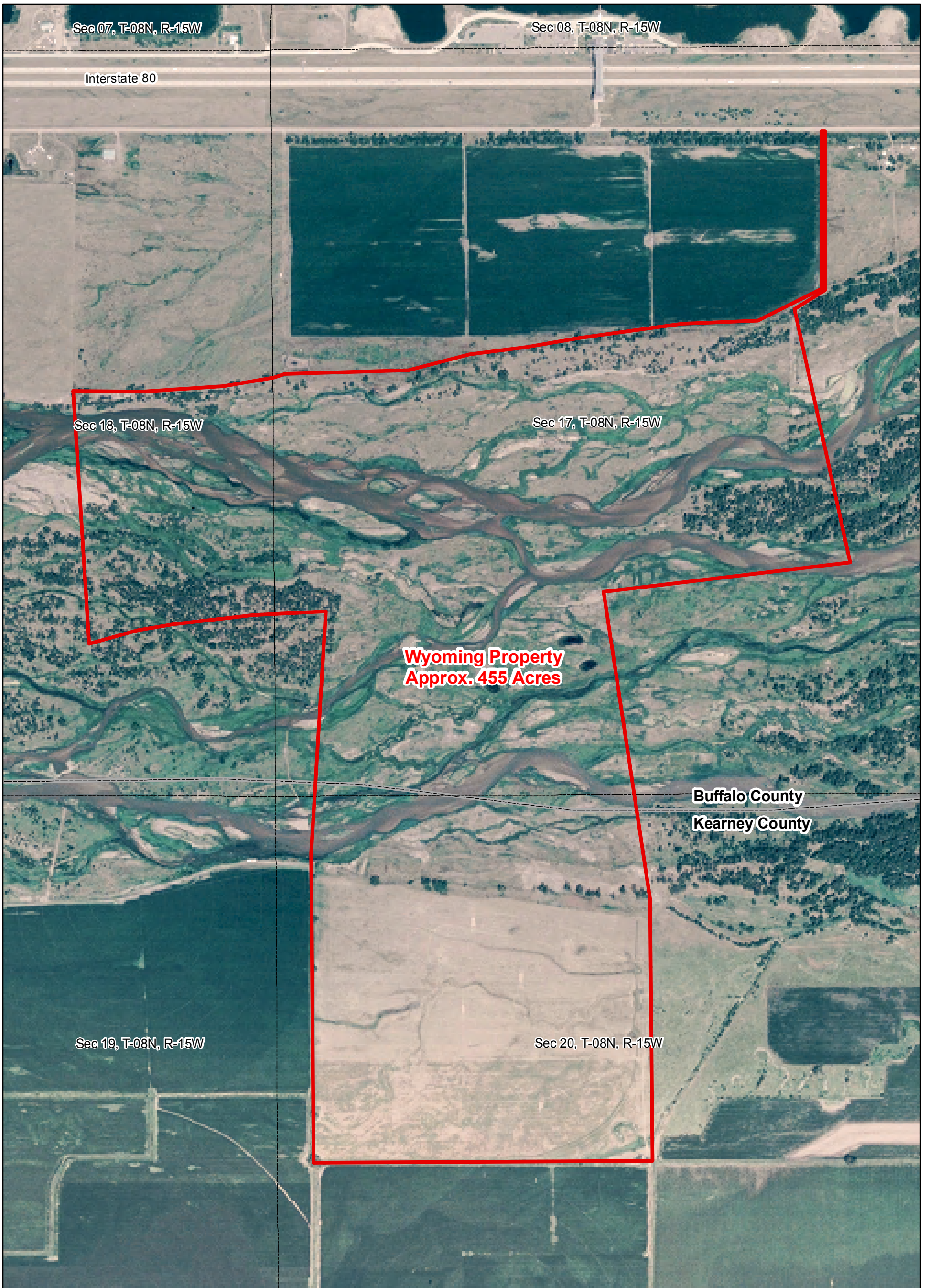
C. Plan Authorization and Modifications

The LAC and TAC will provide comments on this Management Plan and the LAC will forward a recommendation to the Governance Committee (GC). The GC must authorize this Management Plan before it can be executed. In addition, the LAC and TAC will provide comments on the annual Work Plan and the LAC will forward a recommendation on the Annual Work Plan to the GC. The GC must approve the annual Work Plan before it can be executed.




Once every five years, the Management Plan will go through a major revision process where the goals, objectives, and activities will be reevaluated. The revised plans must go through the same comment and approval process as the original Management Plan.

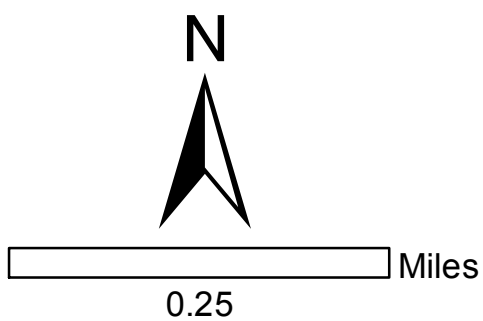


APPENDIX A – MAPS



Legend

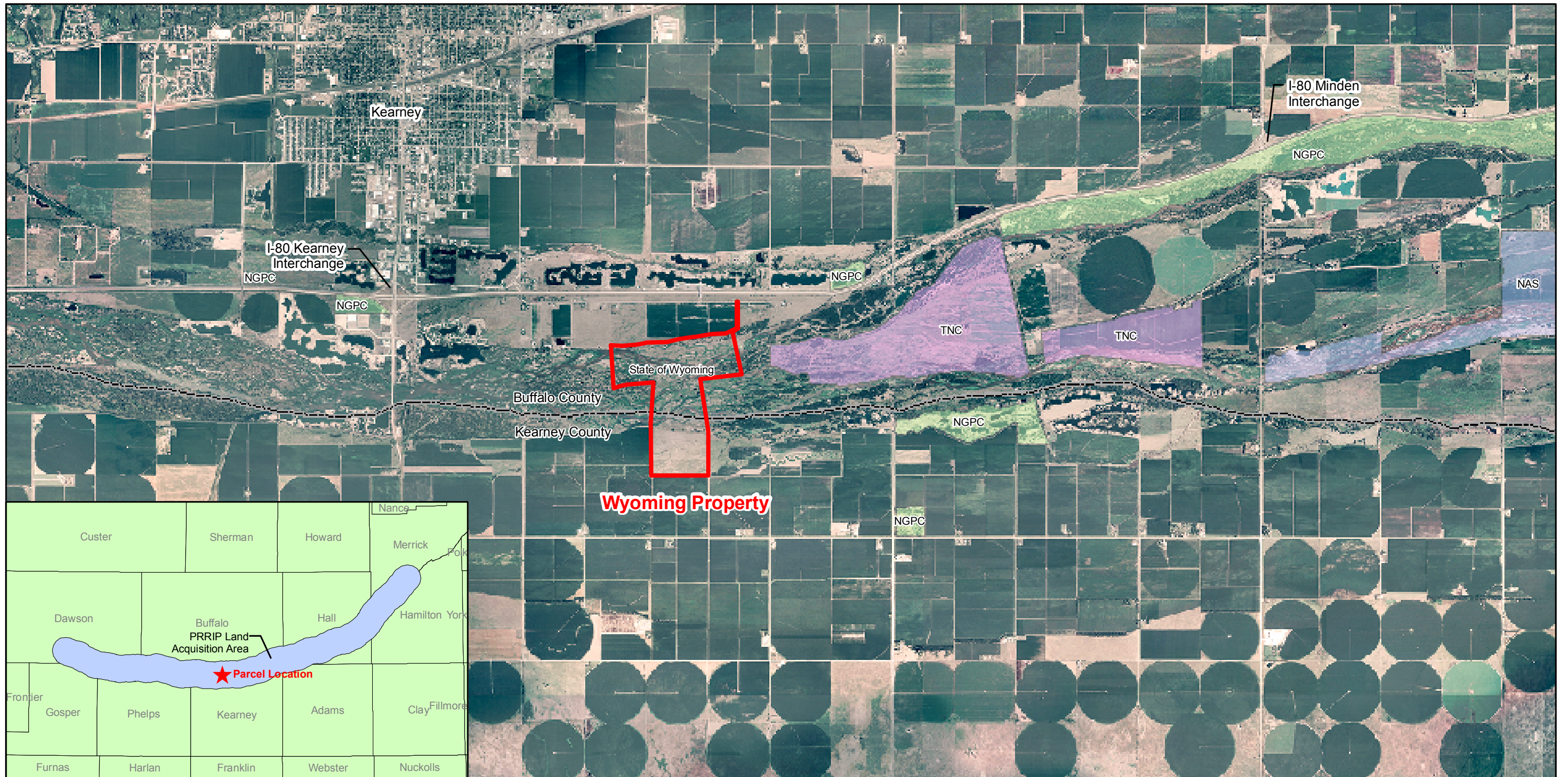
-  Section
-  County
-  Wyoming Property Boundary



**WYOMING PROPERTY
BOUNDARY MAP**

Management Plan
Date: 9/03/08
By: JMF

Figure A-1

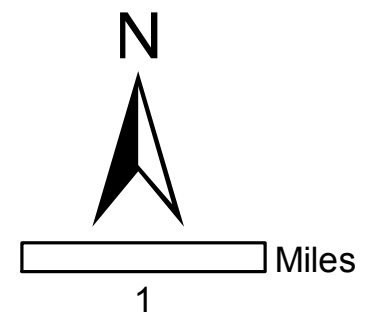


Wyoming Property



Legend

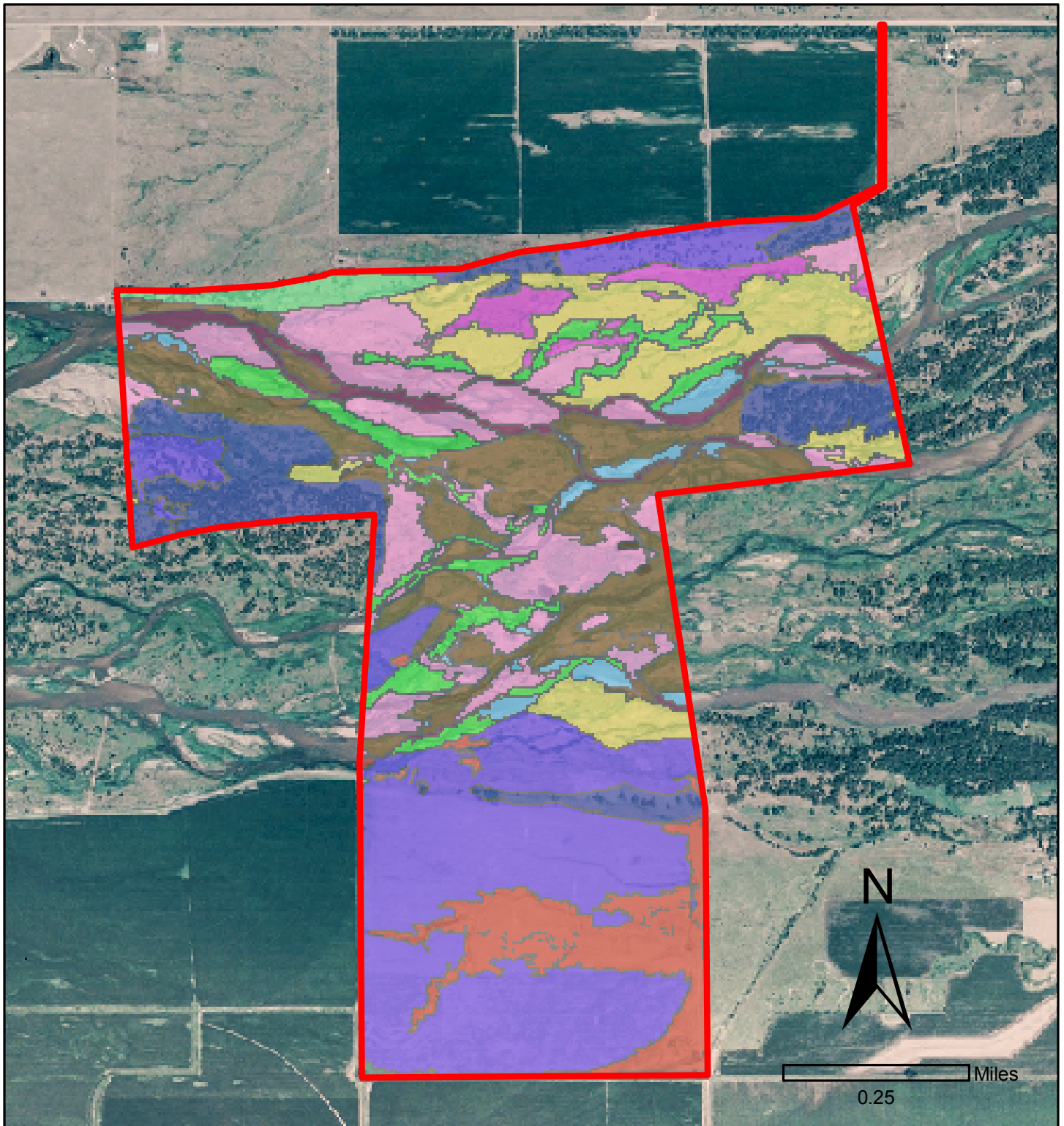
- County**
- Wyoming Property Boundary**
- NAS Property**
- NGPC Property**
- PRT Property**
- TNC Property**
















WYOMING PROPERTY LOCATION MAP

Management Plan
Date: 9/3/08
By: JMF

Figure A-2



Legend

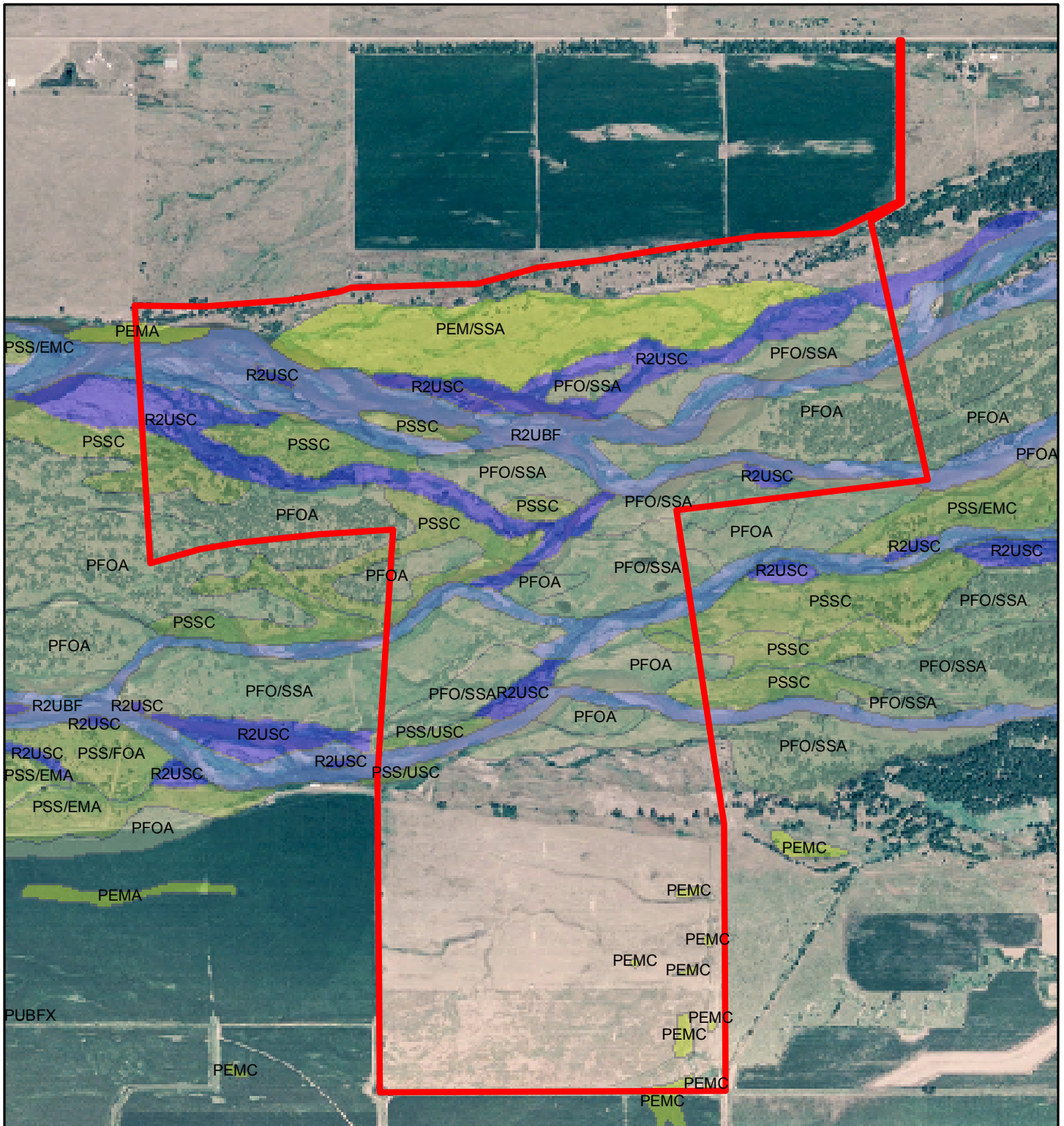
- | | |
|---|--|
|  Wyoming Property Boundary |  River Channel |
|  Agricultural |  River Early Successional |
|  Bareground/Sparse Veg |  River Shrubland |
|  Mesic Wet Meadow |  Rural Developed |
|  Phragmites |  Unvegetated Sandbar |
|  Riparian Shrubland |  Xeric Wet Meadow |
|  Riparian Woodland | |

**WYOMING PROPERTY
2005 LAND COVER/USE**

Management Plan
Date: 9/3/08
By: JMF

Figure A-3





Legend

- Wyoming Property Boundary
- Palustrine Emergent (PE)
- Palustrine Forested (PF)
- Palustrine Scrub-Shrub (PSS)
- Lacustrine Unconsolidated Bottom (LUC)
- Riverine Unconsolidated Bottom (PUB)
- Riverine Unconsolidated Shore (RUS)
- Riverine Streambed (RS)



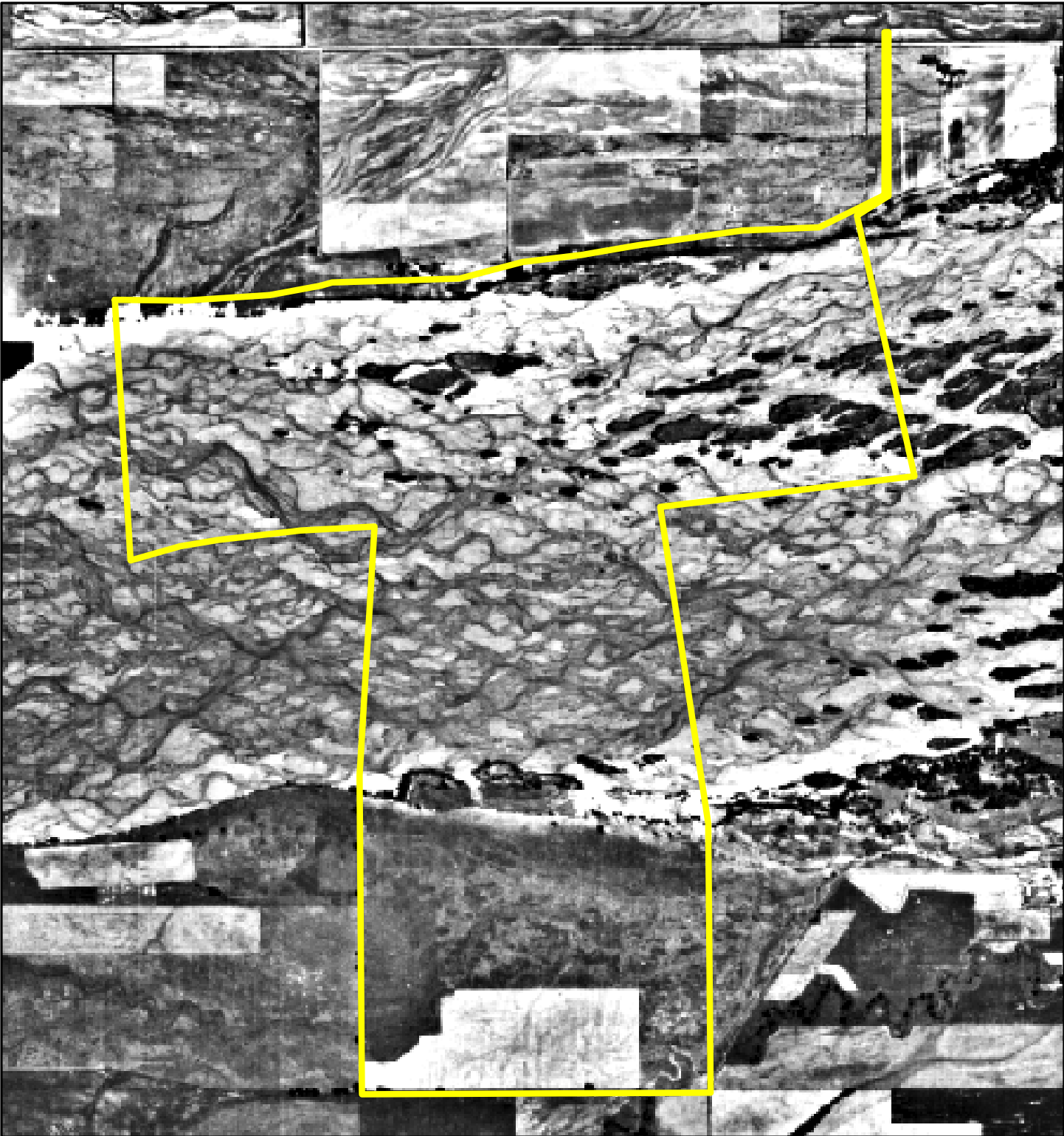
Miles
0.25

**WYOMING PROPERTY
NWI MAP**

Management Plan
Date: 9/3/08
By: JMF

Figure A-4





Legend

 Wyoming Property Boundary



**WYOMING PROPERTY
1938 IMAGERY**

Management Plan

Date: 09/3/08

By: JMF

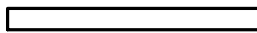
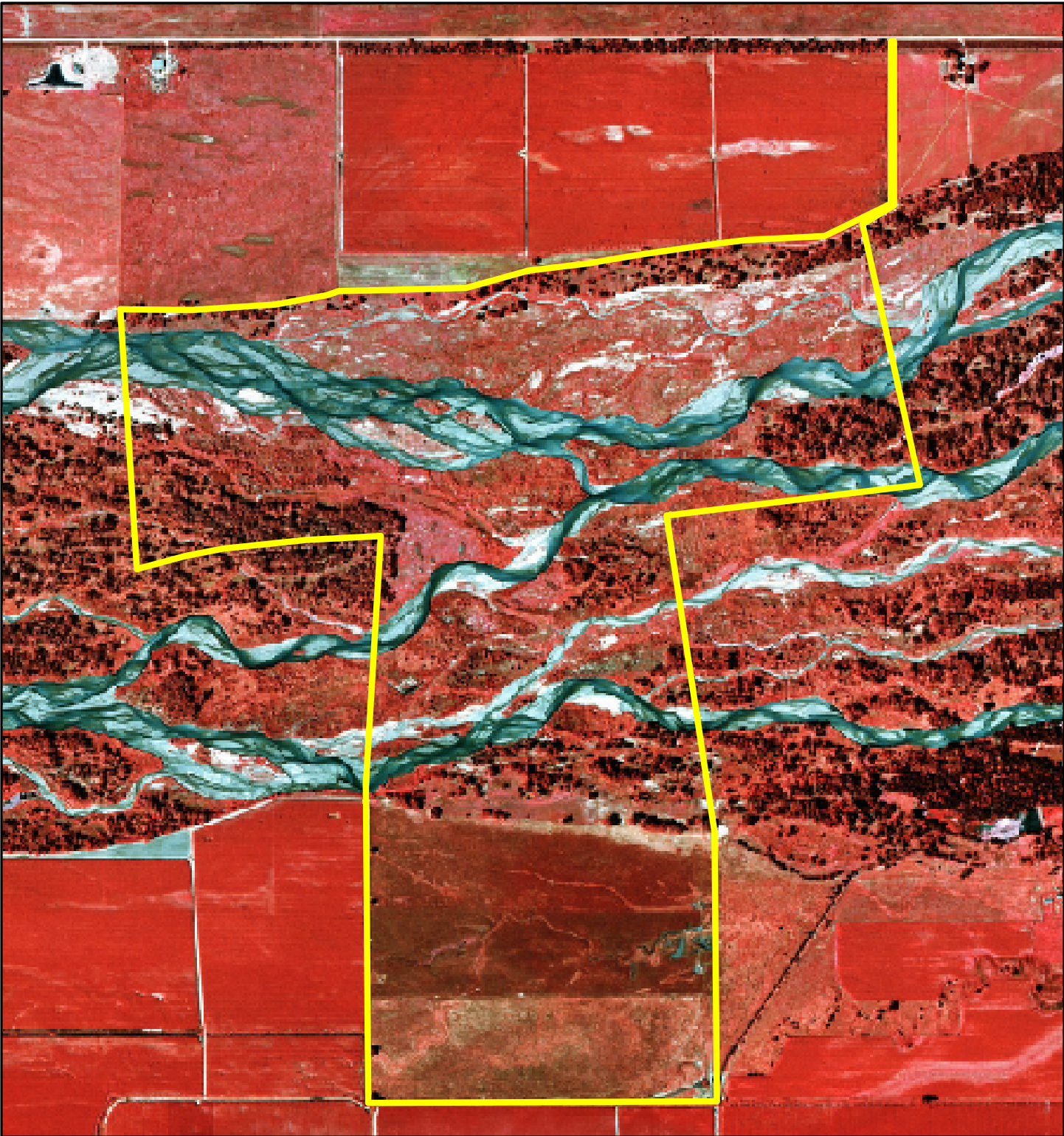
 Miles
0.25

Figure A-5






Legend

 Wyoming Property Boundary



 Miles
0.25

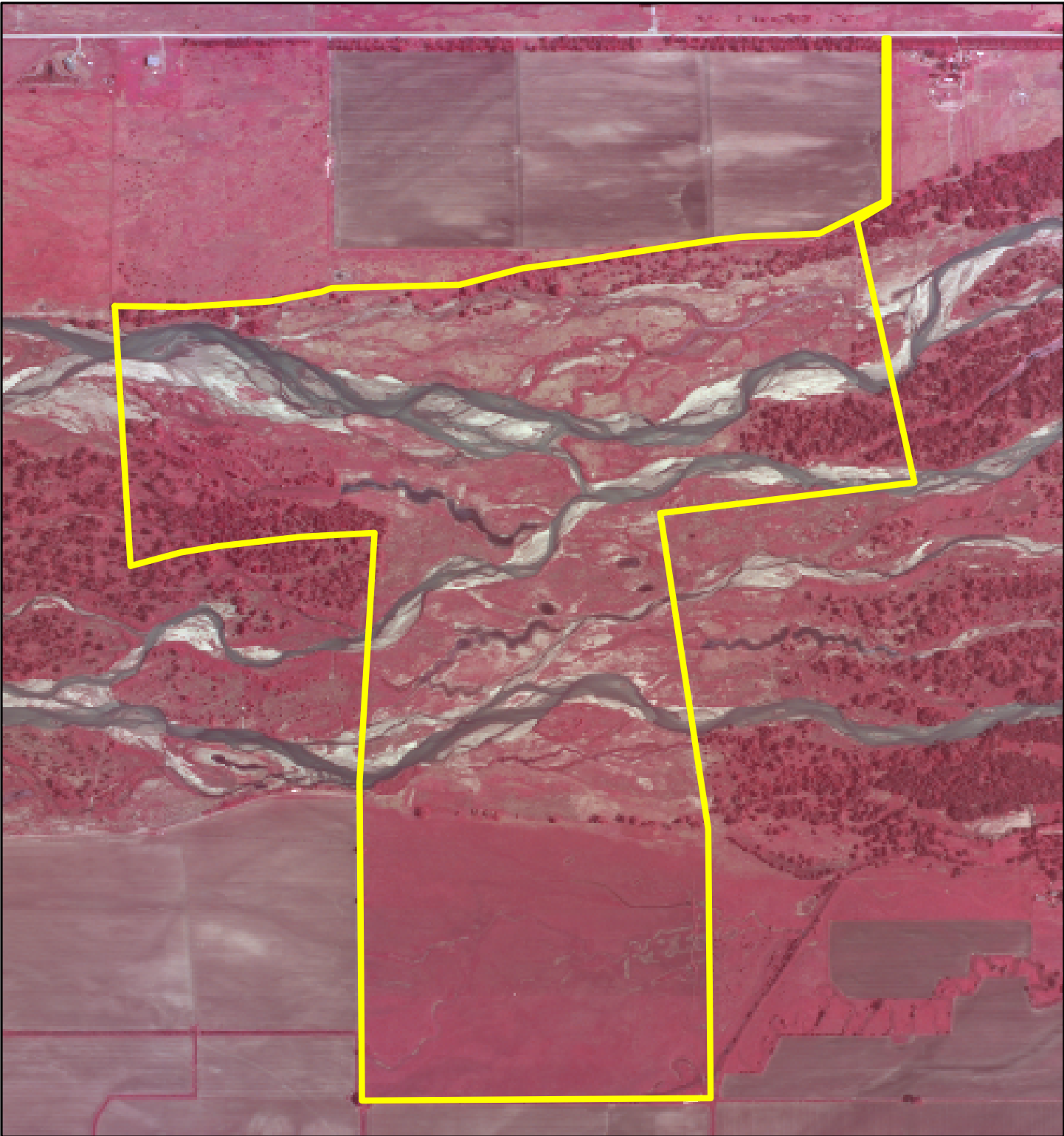
**WYOMING PROPERTY
1998 CIR IMAGERY**

Management Plan

Date: 9/3/08


By: JMF

Figure A-6



Legend
 Wyoming Property Boundary



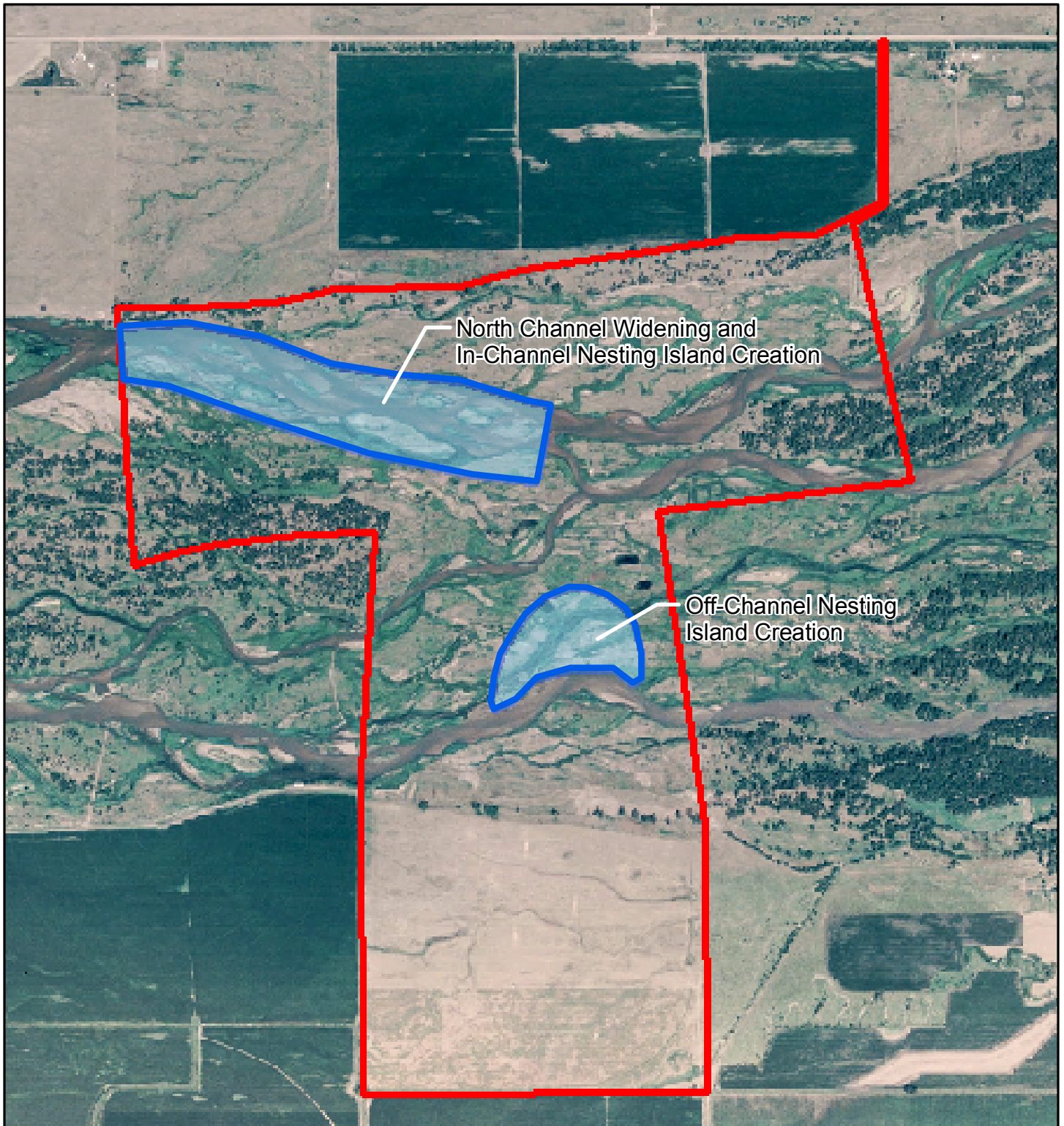
 Miles
0.25

WYOMING PROPERTY
2008 CIR IMAGERY

Management Plan
Date: 9/3/08
By: JMF

Figure A-7





- Legend**
- Wyoming Property Boundary
 - Tern and Plover Enhancements



Miles
0.25

**TERN AND PLOVER
ENHANCEMENTS**

Management Plan
Date: 9/3/08
By: JMF

Figure A-8



APPENDIX B – LAND SPONSORSHIP AGREEMENT

RJ081508/F

LEASE AGREEMENT BETWEEN THE STATE OF WYOMING AND THE PLATTE RIVER RECOVERY IMPLEMENTATION FOUNDATION

THIS Lease is made this 25th day of August 2008 between the State of Wyoming, hereafter referred to as LANDLORD, acting by and through the WYOMING WATER DEVELOPMENT OFFICE (WWDO), and the PLATTE RIVER RECOVERY IMPLEMENTATION FOUNDATION (FOUNDATION), hereafter referred to as TENANT, acting as the Trustee of a Land Interest Holding Trust Agreement dated February 12, 2008, which establishes a land interest holding, entity for the Governance Committee of the PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PROGRAM).

RECITALS:

LANDLORD enters into this Lease pursuant to Wyoming's responsibilities contained in Appendix F to a Final Settlement Stipulation dated March 15, 2001 (Appendix F thereto) among the States of Wyoming, Colorado and Nebraska and the U.S. Dept. of Justice representing the United States Fish and Wildlife Service (USFWS) and other Federal agencies.

TENANT is a Nebraska Non-Profit Corporation which enters into this Lease for and on behalf of the PROGRAM pursuant to a Land Interest Holding Trust Agreement dated February 12, 2008 among TENANT and the United States Department of the Interior and the States of Wyoming, Colorado and Nebraska.

LANDLORD and TENANT acknowledge and agree that PROGRAM will perform all duties and have all responsibilities of TENANT as set forth herein and this Lease is made with that understanding and agreement.

The Nebraska real estate owned by the State of Wyoming, and subject matter of this Lease, is identified on Exhibit "A" which is attached hereto and incorporated herein by reference, which real estate is hereafter referred to as the Premises.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, AND EACH OF THE PARTIES INTENDING TO BE LEGALLY BOUND HEREBY, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. RATIFICATION: The Parties acknowledge the foregoing recitations and adopt the same as material parts of this Agreement.
2. TERM: This Lease shall commence on the date hereof and continue for a period of twelve (12) years from that date, unless sooner terminated for any reason.

3. OPTION: LANDLORD grants TENANT the Option to renew this Lease for an additional twelve (12) year term. If determination is made to exercise the Option, Notice thereof shall be given on or before twelve (12) months prior to the expiration of the initial term.

4. RENT: A. LANDLORD shall pay all taxes, assessments, or other governmental charges that shall or may be imposed on or arise in connection with the Premises during the term of the Lease. TENANT shall have the right to collect receipts derived from any leases, licenses, contracts or permits, which it issues or administers hereunder. If the Land Management Plan (LMP) calls for grazing leases as part of the management plan, the income from said grazing leases will be collected by the TENANT and forwarded to the LANDLORD. Income from leases, licenses, contracts or permits, other than the aforementioned grazing leases, shall be used for the development, operation, and maintenance of the Premises and shall be used only on the Premises, and no additional rent shall be due.

B. TENANT shall submit to LANDLORD, not later than October 1 of each year during the term, a report showing receipts and expenditures for the Premises during the preceding fiscal year. At the expiration or termination of this Lease, the remaining excess of such receipts over expenditures, if any, shall be paid in full to LANDLORD within 30 days. TENANT shall maintain records to allow LANDLORD to ascertain the existence and amount of any such excess, which records shall be available for inspection at the reasonable request of LANDLORD.

5. USE: TENANT shall use the Premises for agriculture, recreation, habitat restoration and related uses. Such use shall include any existing improvements. The use by TENANT shall be in accordance with the minimum requirements provided in the respective Land Management Plan (LMP) which is incorporated herein by reference,

and refers to all existing as well as new, or amended, LMPs. Any LMP shall comply with the requirements set forth on Exhibit "B" which is attached hereto. The initial LMP will be written within twelve (12) months from the date of the final signatures on this Lease Agreement.

6. RIGHTS: TENANT shall have exclusive rights as follows:

A. To use the Premises for TENANT'S use as herein set forth.

B. To issue leases, permits, licenses and contracts as may be required. Any such lease, permit, license or contract shall not exceed the term of this Lease, and shall have appended thereto the Notice set forth on Exhibit "D" which is attached hereto.

7. RESERVATIONS: LANDLORD reserves the following rights:

A. The right of the officers, directors, agents, employees, and permittees of LANDLORD at all reasonable times and places to have full ingress to and egress from the Premises for the purpose of carrying on operations of the State of Wyoming, such rights not to unreasonably interfere with TENANT'S use of the Premises.

B. The right of LANDLORD, its agents, lessees, or permittees to remove from the Premises any material such as sand, gravel, rock or dirt, owned by LANDLORD as is reasonable in consideration of the LMP and the purposes of PROGRAM.

C. Rights to all oil, gas, coal, and other minerals including sand and gravel now or hereafter owned by LANDLORD are excepted and reserved to the LANDLORD. TENANT shall be consulted concerning any proposals by LANDLORD regarding the exercise of such rights.

8. POSSESSION: LANDLORD shall give TENANT possession of the Premises upon execution of this Lease.

9. MANAGEMENT: TENANT shall comply with all applicable local, state or federal ordinances, statutes or regulations, including, but not limited to, those set forth on Exhibit "C".

10. IMPROVEMENTS: A. TENANT may modify any existing improvements of any kind located on the Premises for the purposes of TENANTS' use set forth herein. Any modification shall meet the minimum qualifications of the LMP.

B. Any improvements constructed by TENANT shall be at TENANT'S sole cost and expense. Written approval from LANDLORD shall be required for all construction of improvements, erosion control measures, demolition of existing structures, and ground-disturbing activities not included in the LMP, which approval shall not be unreasonably withheld.

C. TENANT shall remove or provide a plan acceptable to LANDLORD for removal of improvements, which can be removed, at TENANT'S sole cost and expense, within one (1) year from and after the termination of this Lease, and shall restore the surface of the Premises to a safe and natural condition so far as reasonably possible. Any improvements not so removed or provided for in a plan acceptable to LANDLORD shall be deemed abandoned and shall thereafter belong to LANDLORD.

11. MAINTENANCE: TENANT shall maintain the Premises in as good condition as the same are upon the date of this Lease, ordinary wear and tear and loss by natural disaster excepted. TENANT shall employ good husbandry in keeping with standard practices in the area. LANDLORD shall maintain any boundary fences.

12. SUBLEASE: Subject to Paragraph 6 RIGHTS above, TENANT shall not sublet or assign any part or portion of the Premises or of this Lease without first obtaining the consent, in writing, of LANDLORD to so do.

13. WEEDS: TENANT shall be responsible for the control of noxious weeds.

14. AGENCY: Nothing in this Lease shall be construed or interpreted as authorizing either LANDLORD or TENANT, or its agents, or employees, to act as agents or representatives for, or on behalf of, the other Party.

15. VENTURE: This Lease shall not be construed that either LANDLORD or TENANT is a partner of or engaged in a joint venture with the other Party even though development funds may in part be supplied by one Party to the other.

16. RISK: Each Party to this Lease shall assume the risk of any liability arising from its own conduct. Neither LANDLORD nor TENANT agrees to insure, defend or indemnify the other Party.

17. TERMINATION: A. In the event of violation of any of the terms or conditions hereof, LANDLORD shall give Notice of the deficiency. TENANT shall have 90 days in which to correct any such deficiency. Unless the TENANT shall have corrected such deficiency, this Lease shall terminate on the ninety-first (91st) day following service of the Notice.

B. In the event TENANT desires to terminate the Lease, TENANT shall give notice to LANDLORD, effective as of January 1 of any year during the term, delivered not less than one year in advance thereof.

C. In the event LANDLORD desires to terminate the Lease, LANDLORD shall give notice to TENANT, effective as of January 1 of any year during the term, delivered not less than one year in advance thereof.

D. This Lease shall terminate in the event either Party fails to approve an LMP within ninety (90) days of submittal to that Party.

18. EXPIRATION: Upon expiration of the Lease as above set forth, or upon termination of the Lease for any reason, TENANT shall yield possession of the Premises and shall leave the Premises in as good condition as the same are as of the date of the Lease, ordinary wear and tear and loss by natural disaster excepted.

19. IMMUNITY: The State of Wyoming, the Wyoming Water Development Commission, and the Wyoming Water Development Office do not waive their sovereign immunity by entering into this Lease and each specifically retains all immunities and defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other applicable law.

20. NOTICES: All notices required under this Lease shall be in writing and posted in the United States Mail to the address set forth below:

Wyoming Water Development Office
6920 Yellowtail Road
Cheyenne, WY 82002

Platte River Recovery Implementation Foundation
Attention: Executive Director
P.O. Box 83107
Lincoln, Nebraska 68501-3107

Date of postmark shall prevail.

21. WAIVER: The election or forfeiture of any remedy by either Party, including insistence upon Strict Performance of any of the terms or conditions hereof, shall not bar the election or cause the forfeiture of any other remedy or be deemed a waiver of any right or remedy regarding a specific term or condition. Time is of the essence of this Lease.

22. PARTIES: The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease shall

LEASE AGREEMENT BETWEEN STATE OF WYOMING AND THE PLATTE RIVER
RECOVERY IMPLEMENTATION FOUNDATION

operate only between the Parties to this Lease and shall inure solely to the benefit of the Parties to this Lease. The provisions of this Lease are intended only to assist the Parties in determining and performing their obligations under this Lease.

23. SEVERABILITY: In the event any provision of this Lease is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Lease.

24. BINDER: This Lease shall be binding upon the Parties and their successors, permitted assigns and legal representatives.


25. ENTIRETY: This Lease, consisting of eight (8) pages, Exhibit "A", consisting of three (3) pages, Exhibit "B", consisting of one (1) page, Exhibit "C", consisting of one (1) page and Exhibit "D", consisting of one (1) page, constitute the entire agreement between the Parties, and any other agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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


LANDLORD:

State of Wyoming
By Wyoming Water Development Office

By 
Michael K. Purcell, Director

TENANT:

Platte River Recovery
Implementation Foundation

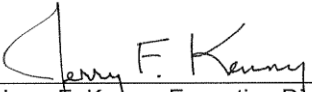
By 
Diane M. Wilson, Executive Director

Date: 8/25/08

Date: 9/16/08

PROGRAM:

Platte River Recovery Implementation Program

By 
Jerry F. Kehny, Executive Director

Date: 09/04/08

Approved as to Form:
Wyoming Attorney General's Office

By 
S. Jane Caton, Senior Assistant Attorney General

Date: 8/25/08

Agmt/Wyoming062508

EXHIBIT "A"**Legal Description****LEGAL DESCRIPTION
for 12.24 Acre Tract**

A tract of land being accretion land adjoining on the north, west and south of Government Lot 5 as the same is located in Section Seventeen (17), Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, with said accretion being more particularly described as follows: Referring to the Northeast corner of Section 17; thence Southerly on the East line of said Section 17 a distance of 564.0 feet to a point on the centerline of an existing public road and assuming the centerline of said existing public road as bearing WEST and all bearings contained herein are relative thereto; thence WEST on the aforesaid centerline of said public road a distance of 1358.75 feet to a point that intersects on the east line of Government Lot 2; thence S 00° 18' W and on the aforesaid east line a distance of 1152.55 feet; thence S 60° 55' 39" W a distance of 276.90 feet to the ACTUAL PLACE OF BEGINNING; thence S 01° 19' W a distance of 482.74 feet; thence S 04° 50' 45" E a distance of 727.07 feet; thence S 01° 22' W a distance of 340.78 feet; thence SOUTH a distance of 393.35 feet to a point on the geographical centerline of the Platte River; thence N 73° 27' 30" E and downstream on the aforesaid geographical centerline a distance of 56.52 feet; thence N 71° 27' 45" E a distance of 520.60 feet; thence leaving said geographical centerline N 18° 32' 15" W a distance of 1855.8 feet to the place of beginning. Containing 12.24 acres, more or less.

**LEGAL DESCRIPTION
for 213.84 Acre Tract**

Government Lots 4, 5, and 6, and the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section Twenty (20), Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Kearney County, Nebraska, and accretion lands abutting said tract on the north together with a 25 foot easement for ingress and egress over the Southwest Quarter of Section Twenty (20), Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Kearney County, Nebraska, more particularly described as commencing at the center of said Section 20; thence SOUTH (bearing assumed and all bearings are relative thereto) 34.25 feet along the east line of said Southwest Quarter to the point of beginning; thence N 16° 14' 05" W to the north line of the Southwest Quarter. Also ingress and egress over and across a strip of land being 30.0 feet in width, more particularly described as being: The West 30.0 feet of the of the Southeast Quarter (SE¼) of Section Twenty (20), Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Kearney County, Nebraska, with the accretion land lying north of said Lots 5 and 6 all being more particularly described as follows: Beginning at the northwest corner of Government Lot 5 in Section Twenty (20), Township Eight (8) North, Range Fifteen (15) West and assuming the west line of Government Lot 5 as bearing N 00° 04' 16" E and all bearings contained herein are relative thereto; thence N 04° 35' 15" E a distance of 1762.56 feet to the point that intersects on the geographical centerline of the Platte River; thence downstream and on the aforesaid geographical centerline S 85° 24' 45" E a distance of 415.72 feet; thence S 82° 31' 30" E a distance of 104.55 feet; thence N 76° 23' E a distance of 147.97 feet; thence N 86° 41' 30" E a distance of 313.69 feet; thence N 88° 01' 15" E a distance of 355.03 feet; thence N 84° 00' 45" E a distance of 266.32 feet; thence N 88° 53' 45" E a distance of 433.52 feet; thence N 75° 09' 45" E a distance of 43.44 feet; thence N 85° 50' E a distance of 97.4 feet; thence leaving said geographical centerline S 04° 10' E a distance of 2073.73 feet to the northeast corner of Government Lot 6 in said Section 20; thence upstream and along the north line of Government Lots 6 and 5 N 84° 20' 15" W a distance of 214.8 feet; thence S 75° 09' 45" W a distance of 86.88 feet; thence N 81° 57' 15" W a distance of 314.67 feet; thence S 89° 54' 30" W a

distance of 296.64 feet; thence N 86° 22' 45" W a distance of 424.03 feet; thence N 80° 45' 15" W a distance of 368.38 feet; thence S 79° 16' 45" W a distance of 141.03 feet; thence 82° 31' 15" W a distance of 209.1 feet; thence N 70° 06' W a distance of 261.84 feet; thence N 83° 25' 30" W a distance of 175.2 feet to the place of beginning. Containing 111.42 acres of deeded land and 102.42 acres of accretion land that lies north of Government Lots 5 and 6 in said Section 20.

LEGAL DESCRIPTION
For 229.21 Acre Tract

A tract of land being part of Government Lot 2, part of Government Lot 3, part of Government Lot 4, located in Section Seventeen (17), together with part of Government Lot 4 and part of Government Lot 5 located in Section 18, all in Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and accretion land lying south of said tracts all more particularly described as follows: Referring to the Northeast corner of said Section 17; thence Southerly on the east line of said section a distance of 564.0 feet to a point on the centerline of an existing public road and assuming the centerline of said existing public road as bearing WEST and all bearings contained herein are relative thereto; thence WEST on the aforesaid centerline of said public road a distance of 1358.75 feet; thence S 00° 18' W a distance of 33.0 feet to the ACTUAL PLACE OF BEGINNING, said place of beginning being on a point on the south property line of said public road and on the east line of Government Lot 2 in said Section 17; thence continuing S 00° 18' W and on the East line of said Government Lot 2 a distance of 1152.55 feet to a point on the existing north bank of a Platte River channel; thence upstream and on the aforesaid existing north high bank S 60° 55' 39" W a distance of 276.90 feet; thence S 67° 06' 05" W a distance of 351.03 feet; thence S 88° 13' 20" W a distance of 608.84 feet; thence S 85° 41' 56" W a distance of 369.07 feet; thence S 83° 45' 23" W a distance of 558.61 feet; thence S 76° 42' 01" W a distance of 239.51 feet; thence S 79° 51' 09" W a distance of 291.0 feet; thence S 70° 02' 25" W a distance of 279.53 feet; thence S 73° 45' 06" W a distance of 155.26 feet; thence S 89° 56' 56" W a distance of 855.35 feet; thence S 81° 45' 24" W a distance of 145.81 feet; thence S 77° 39' 26" W a distance of 360.13 feet; thence S 88° 50' 10" W a distance of 476.54 feet; thence S 87° 35' 51" W a distance of 631.23 feet to a point on intersection of the existing north bank of a Platte River channel and the west line of the East 60 acres of the North Half of the Northeast Quarter (N ½ NE¼) and Government Lot 4 and Government Lot 5 as the same lies south of an existing public road and located in Section 18; thence N 01° 05' 12" E and on the aforesaid West line (above mentioned) a distance of 30.0 feet; thence N 87° 35' 41" E a distance of 631.54 feet; thence N 86° 25' 51" E a distance of 470.6 feet; thence N 80° 52' 40" E a distance of 358.04 feet; thence N 81° 42' 23" E a distance of 149.55 feet; thence N 89° 59' 39" E a distance of 850.0 feet; thence N 70° 51' 19" E a distance of 440.45 feet; thence N 78° 56' 14" E a distance of 527.28 feet; thence N 83° 45' 44" E a distance of 558.42 feet; thence N 85° 42' 39" E a distance of 369.17 feet; thence N 88° 13' 51" E a distance of 607.85 feet; thence N 67° 02' 24" E a distance of 349.80 feet; thence N 61° 01' 56" E a distance of 249.21 feet to a point that is 30.0 feet west of the East line of Government Lot 2 in said Section 17; thence N 00° 18' E parallel with and 30.0 feet distance from the aforesaid East line of said Government Lot 2 a distance of 1136.98 feet to a point on the south property line of an existing public road; thence EAST and on the aforesaid south property line a distance of 30.0 feet to the place of beginning. Containing 4.91 acres, more or less. Together with accretion land

abutting said tract lying south of said property with said accretion land being more particularly described as follows: Beginning at the Southwest corner of the East 60 acres of the North Half of the Northeast Quarter (N½ NE¼) and Government Lots 4 and 5 in Section Eighteen (18), Township Eight (8) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska; thence S 06° 51' 15" E a distance of 1842.59 feet to a point that intersects on the geographical centerline of the Platte River; thence downstream and on the aforesaid geographical centerline N 83° 08' 45" E a distance of 356.17 feet; thence N 71° 02' 45" E a distance of 299.35 feet; thence N 86° 25' 15" E a distance of 364.33 feet; thence N 89° 35' 45" E a distance of 480.41 feet; thence N 81° 45' 15" E a distance of 72.91 feet; thence S 85° 24' 45" E a distance of 552.55 feet; thence S 82° 31' 30" E a distance of 104.55 feet; thence N 76° 23' E a distance of 147.97 feet; thence N 86° 41' 30" E a distance of 313.69 feet; thence N 88° 01' 15" E a distance of 355.03 feet; thence N 84° 00' 45" E a distance of 266.32 feet; thence N 88° 53' 45" E a distance of 433.52 feet; thence N 75° 09' 45" E a distance of 43.44 feet; thence N 85° 50' E a distance of 356.57 feet; thence N 84° 52' E a distance of 472.37 feet; thence N 48° 59' 30" E a distance of 163.67 feet; thence N 73° 27' 30" E a distance of 373.95 feet; thence leaving said geographical centerline of the Platte River NORTH a distance of 393.35 feet; thence N 01° 22' E a distance of 340.78 feet; thence N 04° 50' 45" W a distance of 727.07 feet; thence N 01° 19' E a distance of 482.74 feet to a point on the North bank of an existing channel of the Platte River; thence upstream and on the aforesaid north bank S 67° 06' 05" W a distance of 351.03 feet; thence S 88° 13' 20" W a distance of 608.84 feet; thence S 85° 41' 56" W a distance of 369.07 feet; thence S 83° 45' 23" W a distance of 558.61 feet; thence S 76° 42' 01" W a distance of 239.51 feet; thence S 79° 51' 09" W a distance of 291.0 feet; thence S 70° 02' 25" W a distance of 279.53 feet; thence S 73° 45' 06" W a distance of 155.26 feet; thence S 89° 56' 56" W a distance of 855.35 feet; thence S 81° 45' 24" W a distance of 145.81 feet; thence S 77° 39' 26" W a distance of 360.13 feet; thence S 88° 50' 10" W a distance of 476.54 feet; thence S 87° 35' 51" W a distance of 631.23 feet to the place of beginning. Containing 224.30 acres, more or less.

EXHIBIT "B"
Land Management Plan (LMP)

1. The LMP shall be written by representatives of the PROGRAM's Executive Director's office and be overseen by the following individuals:

One individual assigned to this group from the WWDO.
One individual assigned to this group from the PROGRAM.
One individual assigned to this group from the USFWS.
Additional representatives as assigned by the PROGRAM.

2. Reports will be drafted and reviewed by the LMP group annually and will address the following information:

- a. An inventory of present land uses and known species of interest presently on the property.
- b. A one year plan with details of intended land changes outlined to allow for necessary work and evaluation opportunities to be prepared along with estimation of associated costs.
- c. Detailed maps outlining present uses and one year planned uses.
- d. Methods detailed with proposed outcomes detailed in such a way that objectives can be evaluated.
- e. Evaluation of past years plan along with constructive comments.
- f. Connectivity of this land plan along with the AMP plans and TAX plans.
- g. Schedule for monitoring.
- h. A description of how any property interest in land held by the Program will be dealt with if the Program ends.
- i. A description of any conditions that limit Program activities on the parcel.
- j. A description of the conditions of public access, if any.
- k. A description of the required communications between the Program and landowner.

EXHIBIT "C"
Applicable Laws and Regulations

- 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. Wyoming Ethics and Disclosure Act (Wyo. Stat. 9-13-101, *et seq.*)

EXHIBIT "D"
Appended Notice

"This (lease, license, permit, contract, subcontract) is expressly subject to that certain Lease dated _____, 2008, between LANDLORD and TENANT and any and all modifications and amendments thereto, and is further subject to the Wyoming Land Management Plan regarding the Lease and development of specific areas of land in Nebraska. Said property was purchased by WWDO habitation restoration in compliance with a court order. PROGRAM has exclusive control and administration over the Premises concerning agriculture, recreation and fish and wildlife habitat management. The (lessee, licensee, permittee, contractor, subcontractor) releases WWDO, their successors, assigns, officers, directors, agents, and employees from any and all claims arising directly or indirectly from any acts, neglect, or the omission of WWDO in connection with construction, operation, and maintenance of land and any project works.

The (lessee, licensee, permittee, contractor) agrees to indemnify and hold LANDLORD, TENANT and the PROGRAM harmless from any loss, damage, or expense which may be suffered by LANDLORD, TENANT or the PROGRAM, or each of them, directly or indirectly occasioned by any act, neglect, or omission of said (lessee, licensee, permittee, contractor)."

In the event of the termination of the Lease between LANDLORD and TENANT dated _____, WWDO shall be deemed to stand in the stead of FOUNDATION as GRANTOR of such (lease, license, permit, contract) for the remainder of the term thereof; Provided, however, in the event of such termination, WWDO 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)."



APPENDIX C – ANNUAL WORK PLANS

ANNUAL WORK PLAN (2009)
For
WYOMING PROPERTY

Main Objectives for the year:

Land/Habitat Management:

- Work on the boundary issue with NE neighbor (Obj. 1a & 1b).
- Fix fences and look into cleaning out the ditch on the south side of the property as the neighbor has asked us to do (Obj. 1a & 1b).
- Make repairs to the present stock well at the south end of the pasture.
- Decommission groundwater level monitoring wells on south pasture.
- Work with southeast neighbor to see if we can both benefit from our pasture improvement by removing wheatgrass.
- Work with neighbors to try and make additions to this complex (Obj. 2b).
- Spray wheatgrass on South pasture in early spring (Obj. 3a).
- Spray noxious weeds on entire property (Obj. 3b).
- Remove small woody vegetation on the north property and evaluate if a burn can happen (Obj. 5b).
- Clean up all unwanted debris (i.e. tires, barbed wire, metal, concrete, barn wood) along Northern high bank of the property (Obj. 5b)
- Scrape off the rice dike and consider using the material for repairing the south road into the property (Obj. 6b).

Habitat Restoration/ Research:

- Maintain flow spilt on property (Obj. 2a).
- AMWG planning to evaluate potential for south channel flow consolidation (Obj. 2b).
- AMWG planning for the widening of ½ mile of north channel and creation of in-channel tern and plover nesting island complex. Construction to begin in 2010 (Obj. 4a).
- AMWG planning for the creation of off-channel tern and plover nesting habitat between middle and south channel. Construction to begin in 2010 (Obj. 4b).
- Understand the south property soil ph and identify the best way to set back the wheatgrass and encourage the native grass expansion (Obj. 3a).

Main planned activities:

- Have south wheatgrass pasture sprayed with roundup in early spring of 2009 followed by drilling a crop of oats on all upland areas. Oat crop will be harvested and removed prior to July 15 to allow for positive WS grass growth
- Have an above ground tree removal contractor shred dogwood, willows, false indigo, cedars, sprayed phragmites and other unwanted vegetation on the Northern portion of the tract.
- Have a heavy equipment contractor remove all unwanted debris and trees along the Northern high bank of the property. This will include burning and burying all

downed trees and those removed and transporting all other non burnable material offsite to landfill.

- Evaluate noxious weed infestation and vegetation on tern/plover islands; have contractor spray.
- Work with Northeast and Southeast neighbor to address boundary issues.
- Get bids for scraping off rice dyke, cleaning ditch, repairing fence and stock well on south pasture.
- Obtain bids for decommissioning groundwater level monitoring wells on south pasture and have work done in summer of 2009.

Expected Outcomes:

- Improved sandhill and whooping crane habitat conditions on Northern portion of the property.
- Reducing wheatgrass composition on southern pasture and improve conditions for native WS grass
- Address maintenance issues such as fence and undesirable vegetation, debris and groundwater wells
- Improve neighbor relations and deal with past boundary claim
- Depending on results of AMP experimental design workshops, finalize planning and cost estimation for the widening of ½ mile of north channel and creation of in-channel tern and plover nesting island complex and creation of off-channel tern and plover nesting habitat between middle and south channel.

Key Milestones/ Targets with time-scale:

- Jan – Continue with Management plan development, send out RFP for above ground tree removal portion of project
- Feb –Finalize management plan, have tree and phragmites clearing work done on Northern portion of property
- March – Have wheatgrass on Southern pasture sprayed and drilled with a cover crop of oats, obtains bids for additional tree clearing and debris clean up.
- March- AMWG workshop on mechanical actions experiments; include discussion of channel widening, flow consolidation, vegetation clearing, and tern/plover island development
- April –spring migration, obtain bids for scraping dyke, fence repair, stock well work, and well decommissioning, and evaluate need for noxious weed control and pre-emergent spraying of tern/plover islands for vegetation control.
- May – spring migration, Improve neighbor relations and deal with past boundary claim hire contractor for noxious weed control and pre-emergent application on T&P islands.
- June – conduct work on dyke, fence, stock well, and well decommissioning contingent on contractor availability, ensure oat crop is on schedule to be harvested and removed by middle of July.
- July – conduct work on dyke, fence, stock well and well decommissioning contingent on contractor availability.
- Aug – conduct work on dyke, fence, stock well and well decommissioning contingent on contractor availability, evaluate in channel vegetation cover and plan for fall discing.

- Sept – evaluate WS grass response on southern pasture and vegetation regrowth from tree clearing on northern portion- evaluate for potential Rx burn in spring of 2010
- Oct – begin draft for 2010 annual work plan.
- Nov –
- Dec –finalize 2010 annual work plan.

Monitoring/ Evaluation:

Targets are broad but explicit. We will measure our targets by ensuring that each of the main objectives is carried out and delivered on.

Projected 2009 Expenditure (estimates):

- Above ground tree clearing- \$6,500.00
- Removing debris and downed trees- \$15,000.00
- Spraying wheatgrass- \$2,500.00
- Spraying pre-emergent on T&P islands- \$1,000
- Spraying noxious weeds- \$1,000.00
- Drilling oats- ???
- Fence- \$10,000
- Scraping rice dyke - \$4,000
- Groundwater monitoring well decommissioning (6 wells)- \$1,800