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LEASE AGREEMENT
Sherman Reservoir State Recreation Area
Trail 12 Cabin Area

THIS AGREEMENT, made and entered into this 30 day of April between the Nebraska Game and Parks Commission, party of the first part, hereinafter called the Commission, and Greg & Mary Palensky party of the second part, hereinafter called the **Lessee**.

WITNESSETH:

That the Commission, by virtue of authority conferred by Sections 37-301 through 37-314, 37-342, 37-345 and 37-346, Revised Statutes of Nebraska, and a grant of perpetual conservation easement, hereinafter the "easement", of lands adjacent to Sherman Reservoir, committed by the Loup Basin Reclamation District, herein after called "District" to the State of Nebraska Game and Parks Commission, hereinafter called the "Commission", hereby lets to the **Lessee** for the term of ten (10) years beginning May 1, 2024, and ending April 30, 2034, unless sooner terminated as hereinafter provided the following described property, Lot#42, Cabin Lease Area situated at Section 27, T16N, R14W, Sherman Reservoir, Sherman County, State of Nebraska (the "Premises").

NOW AND THEREFORE, Commission hereby leases to Lessee in consideration of the rents and covenants herein specified, and subject to the following provisions and conditions:

A. RENTAL CHARGE

The **Lessee** shall pay to the Commission for the leased Premises the annual rent for each lease year (twelve months beginning on the first day of May and ending on the last day of April) during the term of this lease set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference. Annual rent for the first lease year and the last lease year of the term of this lease shall be prorated if the first or last lease year is a partial lease year.

The rental fee payment for the first lease year is due and payable to the Commission upon the execution of the lease, and for each lease year thereafter, the annual rental fee payment is due and payable to the Commission in advance on or before May 1 of each year.

Nonpayment within 30 calendar days after the due date will result in a delinquent payment, resulting in a surcharge of \$100 upon written notification from the Commission. Nonpayment of rent will result in the termination of this lease after 60 calendar days



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B. EXTENSION OF LEASE TERM

The Lessee has the option to extend the term of the Agreement as defined in the foregoing for two additional periods of ten (10) years each, but in no event beyond April 30, 2054, provided that the Lessee at the time of option, shall have paid all previous rentals due.

The Commission reserves the right to conduct an appraisal prior to year 10 of each additional term (April 30, 2034 and April 30, 2044). Depending on results from the appraisal, the Commission may amend **Exhibit A** for years 11-20 and 21 -30 (the 2nd and 3rd terms) prior to the beginning of the 2nd and 3rd term. The Commission shall send notice of any amendment at least 120 days prior to the beginning of the 2nd or 3rd term.

C. IMPROVEMENTS

No construction of any nature may be conducted on the leased Premises without the prior written approval of the Commission, and be consistent with the terms of this Agreement, the grant of perpetual conservation easement from the District, and the rules and regulations of the Commission. The Lessee shall complete construction of any authorized improvements on the Premises within twelve months of receiving such authorization. If Lessee is unable to complete construction within twelve months of receiving such authorization, they may apply to the Commission for an extension of such authorization not to extend past one (1) twelve month extension. Upon showing sufficient reason for need of extension, the Commission shall not unreasonably withhold such extension.

Buildings, structures, and other improvements shall be defined as cabins, storage buildings, garages, pole sheds and other similar improvements, whether attached to a cabin or free standing, which have been previously approved and constructed on the leased premises.

Drawings of all proposed improvements must be submitted to the Commission through the area superintendent at least sixty (60) days prior to the intended date for the commencement of construction and the Lessee will place only such structures thereon as are so approved. While these drawings need not be professional architectural renderings, they must be in scale and show the following: (1) floor plan, (2) front and side elevation, (3) general location of all intended improvements on the lot including toilets, bedrooms, and septic systems (4) the type of materials that are intended to be used will be indicated on the drawings. All drawings will be submitted in duplicate. Upon submitting drawings, the lessee shall also submit a lot boundary survey by licensed surveyor, and septic system evaluation by licensed professional.

Provision to place a substantial improvement on the cabin site is a limited license subject to the terms of this Agreement, public need for the area, and does not give the owner of the improvements any interest in the land or any special rights or equities other than the right to remove the improvements at any time, subject to the land being left in reasonably unimpaired condition.

It is expressly understood the owner shall have as a time period within which to amortize their investment in a substantial improvement, only the period of their existing Lease, together with such extensions of their Lease as may be consistent with Section B. of this Lease.

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No buildings or structures or part thereof shall be constructed below elevation 2169.7 feet above mean sea level (maximum water surface level).

D. BUILDING SPECIFICATIONS

No cabin or home shall be constructed to exceed 1500 square feet in footprint, garages not included. One additional garage/storage building not to exceed 1200 square feet of floor space may be authorized, provided such building is not used for living space. All construction must in compliance with this Agreement and Sherman County Planning and Zoning regulations in place at the time of construction. Further, any structure shall not exceed 25 feet in height measured from the ground level to the peak of said structure.

Carports may be approved by the Commission, if the following specifications are met. Carport shall mean a structure used to offer limited protection to vehicles or other personal property from the elements. The structure can either be free standing or attached to another dwelling. A carport is most commonly not enclosed on all sides but may be attached to the wall of an adjacent dwelling. Carports that are enclosed on more than two sides are considered a garage. There shall be only one carport allowed per lot. Carports must be solely used for the storage of vehicles and personal property and not used for living space. A detached or attached carport must meet all applicable setbacks. A carport shall not exceed the following: (15 ft) feet in height; twenty-four feet (24 ft) in width; and shall not exceed thirty-five (35 ft) in length (840 sq ft). Carports must be anchored and securely attached to the ground subject to industry standards or as per specifications of installation standards of carports.

The location of the cabin, garage, carport, or storage unit on the lot shall be at least ten feet (10 ft) from each side property line, forty feet (40 ft) from the center of the roadway or twenty feet (20 ft) from the front property line, whichever is greatest, and twenty feet (20 ft) from the rear property line.

All structures shall be constructed of such material so as to blend with the natural landscape, i.e. logs, shakes, rough lumber, finish siding, brick or native stone. Siding or roofing materials of a temporary nature, i.e. tarpaper or rolled roofing, will not be permitted.

All structures except brick and native stone shall be finished with paints or stains of earth-tone colors. Bright, disharmonious finishes will not be permitted.

All heating equipment and electrical service will conform to the latest edition of the National Board of Fire Underwriters Building Construction Manual and National Electric Code. The Lessee shall be fully responsible for making all arrangements for electrical service and all costs attached thereto.

Water and sanitary sewer facilities will be constructed and located in accordance with the recommendations of the Nebraska Department of Health and Human Services and Department of Environment and Energy. The Lessee shall be financially responsible for the entire cost of any water service developed.

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It is expressly understood that no trailer house or similar mobile unit will be approved for either temporary or permanent installation on the premises described herein in lieu of a private cabin or home or as a supplement thereto. A camp trailer up to 40 feet in length, be stored (not occupied) on a lot. This is a camp trailer must be owned by the Lessee and the commission reserves the right to ask for proof of ownership.

All cabins or homes shall display the 911 address, including the street and lot number assigned to the property in a location so that it is visible from the roadway.

The **Lessee** may be permitted individually or jointly to construct tornado shelters on their cabin sites provided they are accessible to all Lease Holders. Lease Holders shall mean all individuals who have an executed valid lease for any lot in the Trail 12 cabin area. The location and construction of such facilities, however, must be approved by the Commission prior to construction.

It is expressly understood that improvements placed upon said leased premises without prior written approval of the Commission must be removed by the Lessee at the sole cost of the Lessee within sixty (60) days of receipt of written notice from the Commission.

It is expressly understood that certain Lessees have cabins, homes, and/or improvements that are not in compliance with the provisions of this Agreement. These improvements were developed prior to this Agreement's implementation. The Commission acknowledges that these structures are a non-conforming use and shall be interpreted as having a variance to exist in their state at the time of execution of this Agreement. Further, such improvements are allowed to be kept and maintained by Lessee in compliance with section F of this Agreement. No expansion or extension of a non-conforming use shall be permitted and any development in the future will be required to be in compliance with the terms of this Agreement.

E. GARBAGE AND TRASH DISPOSAL

All garbage, rubbish and trash will be kept in a watertight container until disposed of. All waste disposal will conform to the rules and regulations of appropriate local county or state governmental agencies.

F. PROTECTION OF IMPROVEMENTS

All buildings, structures and other improvements shall be maintained so as to present a neat and orderly appearance at all times. Debris, refuse and flammable materials must be kept away from buildings at all times. The **Lessee** shall be fully responsible for taking such measures as are usually deemed prudent for the protection of their property in their absence.

Installation of shoreline erosion protection on District lands adjacent to the Leased premises, i.e., rock rip-rap, sea walls, etc., shall be the responsibility of the **Lessee**. Permission for such installation shall be obtained in writing from the Commission and the District and shall be further subject to provisions required in the necessary Section 404 Permit obtained from the U.S. Army Corps of Engineers.

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All buildings, structures, shorelines, and other improvements shall, at all times, be maintained in a safe, serviceable and functional condition, or removed by the **Lessee** at the **Lessee's** expense. What is deemed safe, serviceable and functional shall be defined as exteriors being weather tight and free of obvious structural damage, broken or missing windows and screens, or missing or loose roofing materials. Structural exteriors shall be painted in colors harmonious with the natural environment acceptable to the Commission and maintained in a condition free of blistering and peeling. Structural interiors shall be maintained in a neat and orderly condition free of termites and vermin infestation. The Leased premises, including grounds, shorelines, and driveways, shall be maintained and kept free of hazards, including un-mowed grasses and weeds which may present a potential fire hazard, dead and dying trees on premises and/or in the public right of way and lakebed adjacent to premises, damaged or open sanitary sewer facilities, and unprotected steeply eroding banks.

G. ROADWAYS

The **Lessee** shall be permitted use of existing roads within the cabin area. Maintenance of such roads and fire lanes, however, shall be the responsibility of the Lease Holders and at their sole cost and expense.

H. WATERFRONT FACILITIES

The **Lessees** may be permitted individually or jointly to construct boat docks, etc., adjacent to their cabin sites. The location and construction of such facilities, however, must be approved by the Commission prior to construction.

Drawings of all proposed improvements must be submitted to the Commission through area superintendent at least sixty (60) days prior to the intended date for the commencement of construction and the **Lessee** will place any such structures thereon as are so approved.

All new docks or improvements to existing docks by the **Lessee** shall be subject to Commission Dock Standards (**Exhibit C**).

Boat docks shall not extend farther from the water's edge than the distance necessary for reasonable access to the water body in relation to characteristics of the water body in the vicinity of the dock site and the impacts on the water body and other users.

All docks, boat hoist, slips and related structures on a public water body may be physically inspected at any time by a representative of the Commission as needed to determine whether it was placed and is maintained in a manner consistent with this Agreement or with a permit issued.

Any approved dock facility shall be available for public use.

It is expressly understood that no structures or other physical improvements, including retaining walls, sea walls, boat docks, boat racks, rafts, buoys, or other physical items shall be constructed or placed on or in Sherman Reservoir without prior written approval of the Commission. Any such improvements placed on or in Sherman Reservoir without prior written approval of the Commission must be removed by the **Lessee** at the sole cost of the **Lessee** within sixty (60) days receipt of written notice from the Commission.

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No portion of the waterfront shall be considered a part of this Lease, and nothing herein shall be construed to convey any exclusive use privileges to the **Lessee** on such waterfront. The Commission and the District reserves the right to allow the public to use the shoreline lands around Sherman Reservoir, including the shoreline lands around the Premises, to allow for the passage by the public for outdoor recreational activities and for access by the public in emergency situations. The Lessee hereto agrees that the shoreline, if any, along the leased premises described above, shall be open at no cost to the

public. All fishing, boating, and other outdoor recreational activities at Sherman Reservoir are subject to the rules and regulations set forth by the District and by the Nebraska Game and Parks Commission. Only those persons interfering with the public peace or the rights of others to the use and enjoyment of said shoreline shall be subject to removal from the Premises by the proper law enforcement authorities.

I. OCCUPANCY AND USE

The Premises are to be occupied exclusively by the **Lessee**, their family and guests for residential or recreational purposes. No commercial enterprise shall be conducted on the premises. The premises described shall not be sublet. This Lease shall not be assigned without the prior written consent of the Commission. Lessee shall not, directly or indirectly lease, sublease, or otherwise hold any interest in more than one residential lot at Sherman Reservoir. The obtaining of more than one lease by one person from the Commission by themselves, or through an agent or nominee shall be an event of default hereunder. The provisions of this paragraph may be waived by the Commission in writing for a period of up to twelve (12) months, if a Lessee is actively in the process of selling an existing property at Sherman Reservoir and purchasing a new property at Sherman Reservoir.

The **Lessee** will obey all applicable laws and regulations of local, county or state governmental agencies, and shall maintain the peace and not permit any nuisance on the premises which will interfere with the reasonable enjoyment of their property by other Lease Holders in the area. Conviction of the **Lessee** of a game law violation committed on the reservoir project may be cause for revocation of the Agreement.

The **Lessee** shall not deposit, cause to be deposited, or permit the deposition of any hazardous waste materials anywhere on the Premises and agrees to hold forever harmless the Commission and the District from any such misuse of the Premises and, further, the **Lessee** shall be solely responsible for removal of any such hazardous waste materials and the return of the premises to its natural condition.

This Lease is expressly subject to that certain grant of perpetual conservation easement, and all modifications and amendments thereto, by the District to the State of Nebraska Game and Parks Commission, for specific areas of land and water surface at Sherman Reservoir in Nebraska. The Commission has exclusive control and administration over the easement lands as to fish and wildlife, recreation and related purposes. **Lessee** releases the Commission, and the District, their successors, assigns, officers, directors, agents and employees from any and all claims arising directly or indirectly from any acts, neglect or omission of the Commission or the District in connection with the construction, operation and maintenance of the easement lands. The **Lessee** agrees to indemnify and hold forever harmless the Commission and the District from any loss, damage or expense (including attorney fees) which may be suffered by the Commission or the District, directly or indirectly occasioned by any act, neglect or omission of said **Lessee**.

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J. RIGHT OF ENTRY

The right is hereby reserved to the Commission and the District, their representatives, officers, agents or employees to enter upon the Premises for any purpose in connection with operation, maintenance or repair of the reservoir, or the enforcement or inspection of any of the conditions of this Agreement. It is expressly understood that neither the Commission nor the District are responsible to maintain any water level in the impoundment, and that in the event the Premises are flooded, the Commission and/or the District shall be held harmless from any responsibility or claim for damages of any nature on account thereof.

K. TRANSFER OF LEASE

Voluntary or involuntary transfer of this Agreement, including by sale, devise, inheritance or otherwise, may be permitted by the Commission subject to the terms, conditions and restrictions in this Agreement. No such transfer shall operate to extend the terms of the Agreement and the transferee shall have no rights in addition to those enjoyed by the transferor. The Lessee may not transfer any existing Agreement to a new lessee. A new agreement must be executed whenever there is a change in tenancy of the Premises.

Upon sale or transfer of ownership of the improvements on the Premises, Lessee will notify Commission or area Park Superintendent by providing a copy of the bill-of-sale, other legal document(s) transferring ownership, and the full names and addresses of the new owners. Detailed instructions are provided in **Exhibit**

Lessee is required to provide a notarized copy of a "Certificate of Relinquishment" form, available from area Superintendent. An administrative fee of \$25.00 will be paid by new lease owner to the Commission to process the sale and prepare new leases.

It is expressly understood the amortization period for any substantial improvement located on the site shall be limited to the period to which the transferor was previously entitled.

L. RESERVATIONS

The following rights are reserved to the District in connection with the property herein described:

- (a) To prospect and carry-on developments for oil, gas, coal and other minerals as may be reserved by the District.
- (b) To prospect for and develop all uranium, thorium or any other materials which are or may be determined to be particularly essential to the production of fissionable materials as may be reserved by the District.
- (c) To carry out and conduct such works as may be necessary to accommodate the principal purposes of the project including, but not limited to, irrigation water storage and delivery and flood control.
- (d) It is expressly understood that no privilege granted under the provisions of this Lease shall in any way interfere with the operation of the reservoir for the purposes of irrigation and flood control.

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M. TERMINATION OF AGREEMENT

This Agreement shall terminate, and all rights of the **Lessee** hereunder shall cease, and the **Lessee** shall quietly and peaceably deliver to the Commission possession of the Premises in like condition as when taken natural wear and tear, and erosion, only accepted.

Each of the following shall be deemed an event of termination of lease:

- (a) At the expiration of the term as herein set forth.
- (b) If the **Lessee** shall be in material default in the performance or observation of any of the terms, covenants or stipulations of this Agreement.
- (c) Should it be determined by the District that the Premises, or any portion thereof, is needed for project purposes. In such event, the **Lessee** will vacate the premises and remove all structures that they desire to retain within ninety (90) days upon written notice of the Commission. Such written notice will be considered served when a registered letter is mailed to the contact listed in Section O below.
- (d) In the event of cancellation and re-conveyance of the grant of perpetual conservation easement by the District to the Commission, the District shall be deemed to stand in the stead of the Commission as grantor for the remainder of the term of this Agreement provided, however, in the event of such cancellation and re-conveyance, the District at any time within 180 days thereafter may terminate this Agreement by giving the **Lessee** sixty (60) days written notice thereof and in such event the **Lessee** shall have the privilege of selling or removing, for a period of thirty (30) days after termination of this Agreement or such longer period as may be determined by the District to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the **Lessee**; otherwise after the expiration of such period of time, the title to such improvements shall vest in the District.
- (e) In the event of non-use of the cabin for a period of more than two consecutive calendar years, in which case such Agreement shall terminate without right of renewal: Provided, however, that where non-use is the result of death, illness, hardship or military service of the **Lessee** the Commission may waive such non-use. In such case, sale or transfer of the improvements may be made for the unexpired portion of the Agreement subject to the provisions for amortization set forth in Section B. The Commission may make exceptions to this termination provision in any case where it determines needs of the general public may so require.
- (f) Such improvements shall belong to the Lessee and in the event of termination of the Lease for cause, the Lessee shall be permitted a period of 90 days to remove the improvements which they have constructed, provided such removal is made without material damage to the Premises. In the event the improvements are not removed within the time allotted, they will become the property of the Commission free from any claim for damage, provided further, if the Commission determines the property to be worth less than the cost of removal,
- (g) the Lessee shall pay the Commission the cost of removal of the improvements and restoration of the Premises to its original condition.

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N. HEIRS ARE BOUND

The agreements herein shall extend to and be binding upon the heirs, executors, administrators, or agents of the parties to this Lease, except as herein provided.

O. GENERAL TERMS AND PROVISIONS

- (a) **Choice of Law:** The Agreement shall be considered to have been executed in Lincoln, Lancaster County, Nebraska, and shall be subject to the laws of the State of Nebraska.
- (b) **Enforceability:** If any provision of this Agreement is determined to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.
- (c) **Survivability:** The provisions of this Agreement which by their terms call for performance or permit actions to be taken subsequent to termination of the permissions in Section 2 or of this Agreement, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.
- (d) **Modification:** Except as otherwise specified in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties.
- (e) **Notice:** All notices or other communications that either party gives the other in connection with this Agreement that may affect the liability or rights of either party will be in writing and be delivered by hand or registered mail to the designated recipients below. Proof of delivery in the prescribed manner will constitute proof of receipt.
 - a. **Designated Recipients:**
 - i. **Commission:**
 - ii. **Lessee:**
- (f) **Waiver of Breach:** Any waiver of a breach of the Agreement shall not be construed as a waiver for any subsequent breach of the Agreement.
- (g) **Multiple Executed Copies:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The terms of this Agreement shall become binding only upon execution by both parties.
- (h) **Complete Agreement:** This Agreement embodies the entire Agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings, and contracts, whether written or oral.

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IN WITNESS WHEREOF the parties have affixed their signatures the day and year first written above.

GAME AND PARKS COMMISSION

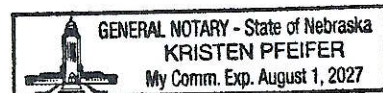
BY: 
Jeff Fields, Parks Division Administrator
STATE OF NEBRASKA

Lancaster County

On this 30th day of April, A.D., 2024, before the undersigned, Kristen Pfeifer, a Notary Public within and for said county, personally appeared Jeff Fields to me known as the identical person named in and who executed, and whose name is affixed to the foregoing instrument as part thereof, and acknowledged the signing and execution of the same to be his/their voluntary act and deed.

WITNESS my hand and notarial seal the date last above written. Kristen Pfeifer

My commission expires the 1st day of August, 2027.



BY: 
Permittee

BY: Mary Palensky
Permittee

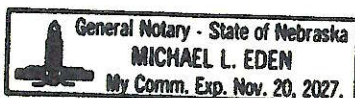
STATE OF NEBRASKA

SAUNDERS County

On this 25th day of APRIL, A.D., 2024, before the undersigned, MICHAEL L. EDEN, a Notary Public within and for said county, personally appeared GREG & MARY PALENSKY to me known as the identical person named in and who executed, and whose name is/are affixed to the foregoing instrument as part thereof, and acknowledged the signing and execution of the same to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal the date last above written. _____

My commission expires the 20th day of NOVEMBER, 2024.



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EXHIBIT A – FEE SCHEDULE

Sherman SRA - Trail 12 Annual Cabin Lot Lease Rate Schedule

Average Appraisal Lease Rate \$ 1,968

Previous Lease Rate \$ 777

Difference \$ 1,191

Average Appraisal Lease Rate minus Previous Lease Rate

Difference divided by 10 equals \$ 119
amount of increase each year for 10 years

Year	Term	Rate
1	May 1, 2024 - April 30, 2025	\$ 896
2	May 1, 2025 - April 30, 2026	\$ 1,015
3	May 1, 2026 - April 30, 2027	\$ 1,134
4	May 1, 2027 - April 30, 2028	\$ 1,253
5	May 1, 2028 - April 30, 2029	\$ 1,373
6	May 1, 2029 - April 30, 2030	\$ 1,492
7	May 1, 2030 - April 30, 2031	\$ 1,611
8	May 1, 2031 - April 30, 2032	\$ 1,730
9	May 1, 2032 - April 30, 2033	\$ 1,849
10	May 1, 2033 - April 30, 2034	\$ 1,968

**Appraisals(based on square footage of lot and proximity/view of lake)*

***Per Appraisal, the market rates range from 4% to 6%. The final estimated rate(3.75%) was 4.75% with a 1% reduction to reflect taxes that would be exempt.*

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EXHIBIT B – TRANSFER OF OWNERSHIP

Cabin owners who are contemplating the sale of their cabin located on lots at reservoirs administered by the Game and Parks Commission will be required to furnish the following information and documents before a new lease agreement can be executed with the buyer:

1. Notification to the Agency or local Superintendent of the sale in the form of a bill-of-sale or other document transferring ownership of the improvements to another individual(s).
2. Execution of one notarized copy of a "Certificate of Relinquishment" form available from the Area Superintendent. The Certificate must be signed by all persons listed as permittees on the current agreement. Forward these copies with a \$25.00 check made payable to the Nebraska Game and Parks Commission to cover administrative costs for preparing and processing a Permit agreement with the new owner(s).
3. The full names and addresses of the new owners and the way they would like to have the permit prepared, i.e., husband and wife with rights of survivorship, joint tenancy, tenants in common, etc. Check with the realtor or an attorney if you have questions regarding the proper method for you. NOTE: Names must appear on the Permit as they appear on the bill-of-sale or purchase agreement. Agency policy is to issue a Permit to owners of record and only those names appearing as owners on the transfer document may be placed on the permit agreement.
4. Once the documents and required information have been received, a Permit agreement will be prepared and forwarded to the new owner(s) for signature. The new owner(s) must sign the agreement under Notary and return for validation along with a check for the first year's rental if not already paid by the previous owner. A validated copy will be returned for the owner's file.

Other situations may arise requiring a modification of current Permits such as a divorce, a death of one of the owners, or requests to add or delete names on a Permit. Please consult the Superintendent or Parks Administration in the Lincoln office for procedures covering these circumstances.

A standard "Consent to Assignment of Permit" form is available for assigning Permit interests to secure a lending institution or previous owner who is carrying a loan. This form is for collateral purposes only. A release of a collateral assignment from the assignee is necessary when the loan is repaid and before a Permit can be executed with a new owner.

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EXHIBIT C – NGPC DOCK STANDARDS

MINIMUM DESIGN STANDARD SPECIFICATIONS FLOATING DOCKS

A. Introduction

The standard and drawings used here are adopted from the Nebraska Game and Parks Commission hereinafter referred to as NGPC and from commercial dock manufactures. All floating facilities approved by NGPC shall meet or exceed the minimum design standards listed below. Approvals from NGPC and the agencies listed on the construction request must be secured prior to any work being done. Failure to obtain these approvals may mean that the structure will have to be removed at the owner's expense.

B. Design Criteria

- a) Metal Material: Metal will be used and designed in accordance with the American Institute of Steel Construction Specifications or applicable specifications of the American Society of Civil Engineers Proceedings for Aluminum Structures depending on the type of metal used. Welded or bolted connections are optional. The use of new metal in the construction of the structure is mandatory.
- b) All metal used in the construction of the docks must be galvanized or have a patented enamel and/or anodized aluminum finish. If painted, all metal surfaces will be painted a color that is visually compatible with the natural background. White, yellow, orange and other highly visible colors will not be allowed.
- c) Wood Material: The use of wood on new docks shall be limited to the decking of slip fingers, headers, and walkways. The use of wood will not be permitted below the waterline. Visual enclosure of the superstructure will not be allowed; however, the structure may be encompassed with galvanized or aluminum chain link fence, clear Plexiglas or other approved clear materials.

C. Design Loads (Minimum)

- a) Deck Loads (substructure) 50#/sq. ft.
- b) Approach bridges of walkways 50#/sq. ft.
- c) Wind loads 20#/sq. ft. (Substructure and superstructure)
- d) Roof loads (superstructure) To provide for a 2" ice load or an equivalent snow load.

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- e) Flotation must be provided under all areas of the substructure covering 25 square feet or greater of water surface and must be sufficient to support the minimum design load of the deck, bridges, walkways, and roof, plus the weight of the structure.

D. Roofs/Lifts

- a) Roofs may be gabled or mono-sloped.
- b) Metal roof joists or rafters must be of 1 1/4" or greater ID standard pipe, structural steel or structural aluminum tubing and spaced not more than 2' 0" center-to-center. Consideration will be given to approving 4' 0" or greater spacing where sufficient vertical supports and bracing are provided. Purlins shall be not less than 1" ID pipe, structural steel or structural aluminum tubing and spaced not more than 2' 0" center-to-center.
- c) Metal roofs must be steel, minimum gauge of 28 or aluminum, minimum thickness of 0.032".
- d) Roofs must be securely fastened to the superstructure to resist wind uplift.
- e) No more than one boat lift shall be authorized per property.
- f) No lift shall exceed a lift capacity of 3600 lbs.
- g) No boat lift shall be constructed with solid walls.

E. Decking and Framing

- a) Floor joists and flotation frames shall be constructed of not less than 2" ID standard pipe. Other standard structural steel sections may be approved as well as structural aluminum tubing.
- b) Framing materials shall be not less than 1 1/4" ID standard pipe, structural steel, or structural aluminum tubing. Studs shall not exceed 48" center-to-center. Other standard steel or structural aluminum sections may be approved.
- c) Flooring or decking shall be constructed of not less than 2" by 6" material, or 3/4" marina plywood, and spaced in such a manner to allow for expansion. Metal, concrete, or similar types of flooring and decking may be approved. All wood material in the deck must be treated with a preservative. CCA treatment is acceptable.

F. Storage

- a) An enclosed storage area not to exceed 3' 0" by 6' 0" floor dimension may be constructed for the storage of gear essential to vessel or watercraft operation.
- b) Storage of fuel or any other flammable substance on docks is not permitted.

G. Boat Docks, Mooring Buoys and Flotation Units

- a) Flotation and flotation units shall be of materials which will not become waterlogged, are resistant to damage by animals, and will not sink or contaminate the water if punctured.
- b) Approved flotation materials include extruded polystyrene, polyethylene, and expanded polystyrene which has been encased with a protective covering that is warrantied by the manufacturer for eight (8) years or

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more against cracking, peeling, sloughing, and deterioration from ultraviolet rays while retaining its resiliency against ice and bumps by watercraft.

- c) Docks must be maintained in such a manner that they are easily visible above the surface of the water. Some portion of the structure must be at least 18 inches out of the water (i.e., handrails, surface of the dock, storage cabinets, etc.)
- d) Exiting dock flotation may be allowed by NGPC until it has deteriorated to the point of contaminating the environment or is no longer capable of meeting the freeboard requirements listed below. All new or replacement flotation shall comply with item G(b) above.
- e) Freeboard. Flotation shall be adequate to support the top of the decking no less than 12" and no more than 20" above the water level under dead load conditions (the entire weight of the floating units and all permanently mounted equipment), and no less than 8" above the water level under minimum live load conditions. Flotation shall be designed for a minimum dead load of 19 lbs. per square foot (p.s.f.) and a minimum live load of 30 lbs. p.s.f.
- f) All electrical service on docks must be installed, operated and maintained in accordance with the requirements of the National Electrical Code (NEC), the National Electrical Safety Code, and applicable State and Local Codes.
- g) Identification numbers must be affixed to Permittee's dock proper. Numbers will be block figures four inches in height and two inches on width with a 3/4-inch stroke. Color of such numbers shall be yellow upon a solid rectangular black background. The background shall measure 4-1/2 inches in height and three inches in width. Number is to be located on the upper right or left front side of the dock proper; and placed so as to be above the water line.
- h) All new docks and replacement docks shall be removable.

H. Anchorage and Mooring Facilities

- a) Design will be submitted for each separate structure and will be developed in accordance with the site where the facility will be moored, taking into consideration the water depth, exposure to fetch, drift impact, wave action, and wind load. New docks, or relocated docks, are to be located no closer than 50' from the nearest point to an adjacent dock. Anchorage systems that use of vegetation (tree) or the placement of permanent structures on the shoreline are not allowed.

I. Walkways

- a) Walkways shall not be less than 4 feet wide and not more than 6 feet wide.
- b) Flotation required will be determined on the length of the walkway in the water and/or connections on the dock and the shore.
- c) The proposed method of anchoring the walkway to the floating structure and the shore must be shown on the plans submitted for approval by NGPC.
- d) All walkways on new docks must have one handrail as a minimum. Handrails shall be approximately 42" in height, with an intermediate rail approximately 22" in height below the handrail. Post for handrails should be

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spaced no farther than 8 feet apart. Handrails must have a smooth finish and be able to withstand a load of at least 200 pounds applied in any direction at any point with a minimum of deflection.

- e) Walkways shall be structurally sound. If lumber is used, it will have a minimum size of two inches by six inches or be equivalent strength. The lumber shall be free of knots, splits, decay, and protruding nails, or conditions which would decrease the strength and impair the safety of the walkway.
- f) Walkways from shore to dock shall be free from excessive spring, deflection, or lateral movement and adequately supported with flotation where necessary. Walkway shall be accessible from the shore along a clearly marked path. Walkway from shore to dock shall be adjustable to minimize slope with changing water levels.

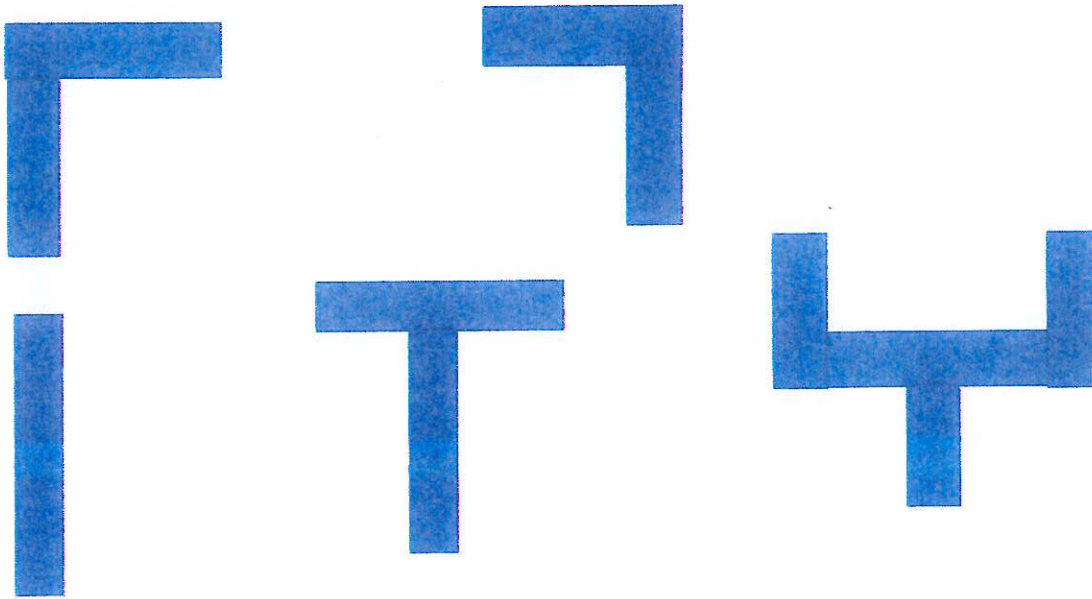
J. Stabilizer or Underwater Brace

- a) A stabilizer or underwater brace is recommended between the fingers on the front (lake side) of the boat dock.
- b) The size of the metal brace will be determined by the width between the dock fingers.
- c) The depth of the metal brace below the waterline will be determined by the draft of the floating craft to be stored in the boat dock.



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Standard Dock Designs



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