

**Kansas Department of Wildlife, Parks and Tourism  
Fishing Access Contract**

This contract is between the Kansas Department of Wildlife, Parks and Tourism, called the Department,

and

Norman Pishny		The Pishny Four		
Individual		Business Name		
18750 Antioch		Bucyrus	KS	66013
Mailing Address		City	State	Zip Code
(913) 685-8744	(816) 995-3410	000-00-0000	0000051546	
Primary Telephone	Alternate Telephone	Business FEIN	Vendor ID	

hereinafter called the Cooperator.

Legal description(s) of land open for public fishing access are listed in Area Images Attachments:

Total Impoundment Acres:	0
Total Stream Miles:	1
Total Number of Navigable River Access Sites:	0

Those water areas, as shown, are specifically included in the provisions of this Contract. Attachment areas consists of 1 water area(s), hereby incorporated by reference, each of which have been initialed by the Cooperator.

- The Cooperator agrees to allow public fishing access on the above described tract(s) of water for 5 year(s), beginning 2023, and ending 2027, provided access shall be noticed for the period:

**Mar. 1 - Oct. 31**

The Department, however, shall have access at other times within the year specified to perform its obligations pursuant to Paragraph 2 below

- The Department agrees to pay in return for this Contract to the Cooperator an annual sum of \$1,000.00, to be paid in annual installments on or about April 1 of the initial year of this Contract and if this is a multiple year contract, then such a further annual installment on or about April 1 of each successive year. OR For multiple year contracts of a minimum five-years in length, the Department agrees to pay in return for this Contract to the Cooperator the entire contract amount with a one-time lump sum payment of N/A, to be paid on or about April 1 of the initial year of this Contract.

The annual sum due the Cooperator is derived from the following:

Payment Type: Annual

Sign-On Bonus: \$0.00

Impoundments Payment:

Stream Miles Payment:

( \$1,000.00 × 1.000 ) × 1 = \$1,000.00 , and

Stream Miles	Miles	Period Multiplier
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Quality

**Navigable River Access Payment:**

**Total Access Payment:**

(	\$0.00	+	\$1,000.00	+	\$0.00	) x	N/A	=	\$1,000.00
	Impoundments Total		Streams Total		River Access Total		# Years		Total Contract Payment

If this contract is in conjunction with a Fish Stocking Agreement, payment will only be made for any year that public access is available. Further, the Department agrees to provide the following:

- 0 rods of fencing material for a temporary parking area (if necessary).
- 0 boundary signs and/or posts, install and erect signs

All such improvements listed above shall remain the property of the Department. However, at the completion or termination of the Contract, such improvements may be purchased or retained by the Cooperator by the mutual written agreement of the Department and the Cooperator.

3. On the Contracted areas the Cooperator agrees:
  - a. that the public shall have unrestricted access to said waters for the purpose of fishing and that such access will be restricted to foot traffic only, except on designated trails as mutually agreed upon between the Department and the Cooperator;
  - b. to provide reasonable access to land adjacent to the waters for normal foot traffic access, but no more than 50 feet from the water's edge;
  - c. to reasonably protect all habitat from the destruction such as fires, chemical spraying and intentional de-watering and to report significant habitat changes to the Department as soon as they occur;
  - d. public access shall not include any right to use vessels or any form of water craft designed to be propelled by machinery, oars, paddles or wind action, except as noted under boat restrictions.
  - e. if all boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and posted by the Department, according to Paragraph 2, above. Allowance of designated boat access through this Contract shall not be deemed to require the Department to construct, install, or maintain any boating access facility.
  - f. additional undertakings by Cooperator are to be specified:
4. On the Contracted land, the Department agrees:
  - (a) to provide added law enforcement;
  - (b) to notify the public of the exact location of the said area(s);
  - (c) to provide payment for access agreements upon satisfactory completion of this Contract pursuant to Paragraph 2 above; and
  - (d) to provide signs and posts (as needed) to designate the property boundaries.
5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, for contract support in multi-year contracts, the Department may terminate the Contract in those years. In the event of such a termination, the notice and proration provisions of Paragraph 8 shall apply.
6. Inadequate habitat conditions or restriction of public access beyond the limits established contractually to said land by the Cooperator during the Contract period may void, at the Department's election, all or a portion of this Contract.
- 7.

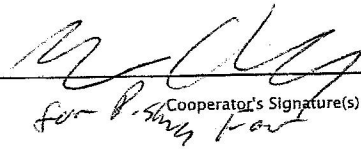
Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Upon receipt of such notice, the Department will, within ten (10) business days, remove the signage and any materials provided in Paragraph 2 above. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned payments will be made by the Department.

FISH Contract FISH-2022-00001595

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Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Upon receipt of such notice, the Department will, within ten (10) business days, remove the signage and any materials provided in Paragraph 2 above. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

- 8. This Contract can be terminated at any time by either party upon thirty (30) days written notice, however any prepaid contract payments unearned as a result of a termination of the Contract by the Cooperator will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.
- 9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.
- 10. Failure of the Cooperator to comply with these Contract terms may at the Department's election be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.
- 11. The Cooperator attests by his/her signature below that he/she holds the right to grant access to the above shown land for the purpose of allowing public fishing.
- 12. The Cooperator understands that access is by foot only, except as provided in Paragraph 3(b), that the land will be periodically inspected by Department personnel for the purposes of monitoring angler's conduct, and to otherwise enforce all wildlife and parks laws, and other laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land), and that the Cooperator, as a property owner may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.
- 13. This writing and its attachments contains all the agreements between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department, or his/her designee; the execution by the Local Department Representative noted below is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.
- 14. Equal opportunity to participate in and benefit from the Kansas Department of Wildlife, Parks and Tourism program described herein is available to all persons regardless of race, color, national origin or ancestry, religion, age, sex, disability, sexual orientation, gender identity, political affiliation, or military or veteran status.
- 15. This contract is funded in part under the U.S. Sportfish and Wildlife Restoration Act. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.
- 16. The Cooperator certifies by contract signature that any Cooperator/Payee is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

Ely Sprenkle	 Cooperator's Signature(s)	4/3/23 Date
Local Department Representative 5800A River Pond Rd.		
Address Manhattan, KS 66502		
City, State Zip 785-539-7941		
Telephone Number	Assistant Secretary for Operations	Date