

AGREEMENT

This AGREEMENT entered this 19th day of October 2012, between the Kentucky Department of Fish and Wildlife Resources, Commonwealth of Kentucky, hereinafter referred to as the State, and Lexington-Fayette Urban County Government, hereinafter referred to as the owner, for the purpose of maintaining recreational fishing on Jacobson Park Lake.

WITNESSETH:

WHEREAS, the Kentucky Department of Fish and Wildlife Resources (KDFWR), is charged with managing fisheries statewide; and

WHEREAS, KDFWR promotes the creation of increased opportunities for free public fishing facilities; and

WHEREAS, the owner controls a lake suitable for public fishing; and

WHEREAS, the parties wish to allow public fishing on that lake, under regulations reasonably calculated to promote the growth of the fishery of that lake.

NOW THEREFORE, the parties hereto bind themselves to the following terms and conditions and agree to perform the same:

I. Obligations of the State

1. The State agrees to manage the fishery of Jacobson Park Lake based on best available fish and wildlife management principles. Fishing regulations will be established in accordance with KRS 150.
2. The State agrees to provide the owner written notification of any proposed regulations or regulation changes. Any changes in regulations pertaining specifically to Jacobson Park Lake will be agreed to by KDFWR and the owner prior to promulgation. The parties understand that Jacobson Park Lake is not exempt from statewide regulation.
3. The State agrees to post any fish and wildlife regulations at Jacobson Park Lake that differ from statewide regulations in the Sport Fishing and Boating Guide and such fish and wildlife

regulations on signs around the lake.

4. The State agrees to provide enforcement of all fish and wildlife regulations consistent with policies established by the State.

II. Obligations of the owner

1. To the extent allowable by law the owner shall indemnify and hold harmless KDFWR and its officers, agents, and employees from all suits, actions or claims from any injuries or damages received by any person, persons, or property resulting from this agreement. No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231 and the United States Constitution, Eleventh Amendment to either party. Any causes of action against KDFWR arising out of this agreement shall be brought under KRS Chapter 44.

2. The owner agrees not to charge an access fee for public fishing on Jacobson Park Lake.

3. The owner will retain all rights to the property and be responsible for all operations and maintenance of the lake, except as expressly set forth in this agreement.

4. The permitting of private and commercial docks will be at the discretion of the lake owner.

5. The owner agrees to maintain the premises in good repair to safeguard usage by recreational anglers.

6. The owner will permit KDFWR access to the lake, including for stocking purposes.

III. Miscellaneous Provisions

1. The AGREEMENT shall not be construed to obligate any party to expend funds except for manpower costs associated with terms within this agreement and within any applicable budget allocations or restrictions.

2. The AGREEMENT shall become effective upon execution by the parties hereto, evidenced by the signatures appearing below, and shall continue in force and effect until terminated in writing by either party giving sixty days prior written notice to the other party.


3. Any proposed change in this AGREEMENT shall be in writing and signed by both parties.

4. All questions as to the execution, validity, interpretation, construction, and performance of this AGREEMENT shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this AGREEMENT, shall be filed in the Franklin County Court of the Commonwealth of Kentucky.

WITNESS the signatures of the parties hereto on the day and year first herein above written.


KDFWR:

AGREED:



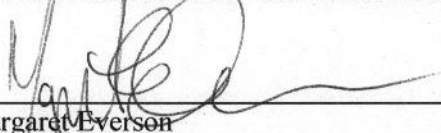
Dr. Jonathan Gassett, Commissioner
Kentucky Dept. of Fish and Wildlife Resources

RECOMMENDED:



Ron Brooks, Fisheries Division Director
Kentucky Dept. of Fish and Wildlife Resources

APPROVED AS TO FORM AND LEGALITY:



Margaret Everson
Counsel to Kentucky Dept. of Fish and Wildlife Resources

LAKE OWNER:

AGREED:

Jim Gray, Mayor
Lexington-Fayette Urban County Government



KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES
FISHERIES MANAGEMENT PERMIT REQUEST

10-19-2012

Date

Jacobson Park Lake

46.3 acres

Name of Lake/Pond

Size

Central District/Lexington

Fayette

Location of Lake/Pond

County

Lexington-Fayette Urban County Government

859-288-2900

Owner

Phone

469 Parkway Drive Lexington, KY 40504

Address of Owner

TYPE OF MANAGEMENT PROGRAM

Species	Size Limit	Daily Creel Limit	Possession Limit
Rainbow Trout	None	5	10
Channel and Blue Catfish	None	4	8
Largemouth Bass	Minimum 15"	1	2
Bluegill and Other Sunfish	None	15	30

Explanation:

Lakes that are enrolled in the Fishing in Neighborhoods (FINS) program receive heavy fishing pressure and will be intensively stocked and managed. To ensure quality fishing opportunities, more restrictive regulations are needed to spread out fish harvest between stockings. Regulations for all lakes in the FINS program will have a standard set of regulations statewide.

PERMIT EFFECTIVE: November 1, 2012

Lake Owner

Date

District Biologist

Date

Conservation Officer

Date

10-23-2012

10-24-2012