



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

MEMORANDUM

Date: April 7, 2026

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, April 6th, 2026, at 5:30 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Anthony Schutz-Chair, Don Jacobson, John Yoakum, Suzanne Mealer, Stephanie Matejka, David Hibler, and Deborah Eagan. Director Spangler was not present. Director Bob Andersen was also in attendance. District staff were David Potter, Eric Zach, and Will Inselman. There were four action items for consideration.

The first item on the agenda was the consideration of a Recreational Trails Program grant agreement with the Nebraska Game and Parks Commission for the construction of the Kolbrook segment of the Prairie Corridor Trail. The District has been awarded a \$250,000 Recreational Trails Program grant to build the Prairie Corridor Trail – Kolbrook Segment. The Prairie Corridor Trail – Kolbrook Segment project will construct a new 10-foot-wide, approximately 8,000-foot-long crushed-limestone pedestrian and bicycle trail. It will connect to the existing 2,000-foot Prairie Corridor trail at the Spring Creek Prairie Audubon Center (SCPAC) property and run north through SCPAC property, across Kolbrook Rd onto the Samani Conservation Easement, where an access road and trailhead parking lot will connect to the trail. The trail will also offer a future connection to additional trails outlined in the Prairie Corridor on Haines Branch Project. The total cost of the project is estimated to be \$604,400, with partners (Lincoln Track Club, Great Plains Trails Network, City of Lincoln, SCPAC, LPSNRD) making up the remainder.

It was moved by Yoakum, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign the agreement with the Nebraska Game and Parks Commission to accept the Recreational Trail Program grant funds to be used towards the construction of the Kolbrook segment of the Prairie Corridor Trail, pending legal counsel review.

Motion Passed: 7-0

The second item on the agenda was the consideration of an amendment to an agreement with JEO Consulting for additional services related to the construction of the Kolbrook segment of the Prairie Corridor Trail. District staff has requested an amendment to the existing engineering and design agreement with JEO Consulting

for the Kolbrook Segment project. The amendment would cover additional services, including increased project management responsibilities and the National Environmental Policy Act (NEPA) and Stormwater Pollution Prevention Plan (SWPPP) phases required under the RTP grant. Approval of this amendment would allow JEO to begin the additional grant-related requirements and support a seamless transition from design to construction. The amendment would increase the contract amount by \$16,000, which will serve as matching funds for the RTP grant.

It was moved by Hibler, seconded by Eagan, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve Amendment No. 1 to the JEO Consulting Group agreement for additional services related to the construction of the Kolbrook segment of the Prairie Corridor Trail.

Motion Passed: 7-0

The third item on the agenda was the consideration of bids for fencing on four saline wetland properties. The District recently requested bids to replace boundary fences at four different properties. The properties are all saline wetland areas: 2 NRD-owned, 1 City of Lincoln-owned, and 1 Nebraska Game and Parks Commission-owned. This project would replace ~14,700 sq. ft. of fence. The project will be mostly funded through an NET grant secured by the Saline Wetland Conservation Partnership. Only one bid was received. The low bid of \$83,595.50 was received by Morrissey Enterprises, LLC. Staff have worked with this company in the past and have no concern about awarding them the bid.

Morrissey Enterprises, LLC	\$83,595.50
Rock Creek Ventures, LLC	No Bid
Goracke Contracting	No Bid

It was moved by Matejka, seconded by Hibler, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the low bid of \$83,595.50 submitted by Morrissey Enterprises, LLC., for the installation of boundary fences on four saline wetland properties.

Motion Passed: 7-0

The fourth item on the agenda was the consideration of a license agreement for an agricultural crossing on the Homestead Trail. The District was contacted by the purchaser of a property along the Homestead Trail near Hickman about updating an existing license agreement for an agricultural trail crossing. The 9-acre parcel of farmland is being purchased by Countyshire, L.P., Jerry and Greg Joyce (contacts). The farmland is accessed off South 25th St., where the District has a gate. The District has had no issues with trail use to access the field.

It was moved by Yoakum, seconded by Matejka, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to sign a license agreement for private crossing for agricultural purposes on the Homestead Trail with Countyshire, L.P., pending legal counsel review.

Motion Passed: 7-0

Lastly, staff provided updates on the upcoming LRIP meeting and discussed grant funding opportunities.

Meeting adjourned at 6:16 p.m.

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION**

RECREATIONAL TRAILS PROGRAM (RTP) PROJECT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the Lower Platte South Natural Resource District, sponsor, hereinafter referred to as the “RECIPIENT,” and the Nebraska Game and Parks Commission, a duly organized and acting agency of the State of Nebraska, hereinafter referred to as “GAME AND PARKS” for the purpose of completing the Prairie Corridor Trail – Spring Creek Phase II, hereinafter referred to as the “PROJECT.”

WITNESSETH:

WHEREAS, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreation trail project, which project is more particularly described hereafter; and

WHEREAS, GAME AND PARKS has the authority to enter into this Agreement and is required to secure from the RECIPIENT necessary assurance that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, and maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT for public outdoor recreation use; and

WHEREAS, no work shall begin on the PROJECT until a fully executed agreement is returned to the RECIPIENT and notification of approval has been received from GAME AND PARKS.

NOW, THEREFORE, the Parties, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledge, agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described on page 4, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, for the time period specified in Item 6. RECIPIENT agrees and warrants that the property was acquired in accord with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and procedures contained in 49CFR Part 24.
2. The RECIPIENT by this Agreement does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located to the use and benefit of the public for purposes of outdoor recreation for the minimum period of time as specified in Item 6.
3. The RECIPIENT agrees and warrants that prior approval in writing will be obtained from GAME AND PARKS with respect to alteration in part or total of the trail for the period of time specified in Item 6.
4. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been compiled within the design and function of this project.

5. The RECIPIENT agrees to cover at least Twenty percent (20%) of the total cost of the acquisitions, construction, development, or maintenance of the PROJECT, said percentage determined by GAME AND PARKS, depending on the amount of federal funds made available to GAME AND PARKS, paying in full all of the costs of said acquisition, construction, development, or maintenance of said PROJECT and be reimbursed not more than Eighty percent (80%) of said total cost by the Federal Highway Administration up to \$250,000.
6. The RECIPIENT agrees and warrants that it shall maintain and operate said PROJECT for a duration of not less than 25 years following the completion date of the PROJECT.
7. The PARTIES agree the element(s) of cost budget of the PROJECT is/are shown on the attached Budget Summary.
8. The PARTIES agree that the PROJECT shall begin as soon as possible and shall be completed by December 31, 2027.
9. ARCHAEOLOGICAL CONCERNS. The PARTIES agree if previously unidentified, potentially historic properties such as archaeological or paleontological materials, or buried structures, are discovered during construction, or if potential human remains are discovered, that portion of the project will stop immediately, the site will be secured, and the contractor shall immediately notify GAME AND PARKS. Work shall not resume at the location until authorization to proceed is provided by FHWA.
10. The RECIPIENT agrees to construct, develop, maintain, and operate said PROJECT in conformity with laws of the United States and the State of Nebraska. All rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over the PROJECT or its operation, all rules and regulations of the various State of Nebraska departments, agencies, and commissions which have or obtain jurisdiction over the PROJECT or its operation, and all appropriate city and county laws, rules, and regulations.
11. The RECIPIENT agrees to conform with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504); Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); Age Discrimination Act of 1975, and the Disadvantaged Business Enterprise program 49CFR 26.
12. The RECIPIENT shall establish and maintain separate accounts for the PROJECT, either independently or within its existing accounting system, identifiable as the Project Account. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of GAME AND PARKS. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible.
13. The RECIPIENT shall advise GAME AND PARKS of the progress of the PROJECT at such times and in such manner as GAME AND PARKS may require.

14. GAME AND PARKS shall conduct program compliance and project inspections, which shall include, but not limited to items listed on the reimbursement form.
15. The RECIPIENT shall retain for a period of three years after the final closeout date, all programs and financial records of the PROJECT.
16. GAME AND PARKS agrees to secure from the Federal Highway Administration funds as provided in the Recreational Trails Program Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT at project completion and receipt of a completed request for reimbursement report from the RECIPIENT.
17. Payments to the RECIPIENT by GAME AND PARKS shall be on the following conditions:
 - a. That said funds have been made available to GAME AND PARKS for such payment by the Federal Highway Administration.
 - b. A Request for Reimbursement report with supporting documentation has been presented by the RECIPIENT to GAME AND PARKS as evidence that the PROJECT is completed.
 - c. That Items for which reimbursement is sought must have actually been received and the work accomplished.
18. GAME AND PARKS agrees to coordinate the activities of the RECIPIENT with the activities of the Federal Highway Administration and GAME AND PARKS shall furnish to the RECIPIENT information relative to the PROJECT and its operation and maintenance reasonably pertinent and available to GAME AND PARKS and shall supply the RECIPIENT with advice and counsel relative to the PROJECT whenever requested to do so and whenever practical and feasible to do so.
19. The Parties mutually agree that this Agreement is to be binding upon and inure to the benefit of their respective successors and assigns.
20. GAME AND PARKS does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by state law.
21. The RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
22. The RECIPIENT agrees to credit Federal Funding of the Recreational Trail Program administered by the GAME AND PARKS with a sign adjacent to the PROJECT.
23. The RECIPIENT agrees to defend and hold harmless GAME AND PARKS and the State of Nebraska from any and all claims, lawsuits, losses and liability arising out of the Recipient's failure to perform any of the recipient's duties or obligations hereunder or in connection with the negligent performance of the recipient's duties or obligations.
24. This agreement cannot be amended or modified except by written instrument executed by all of the parties hereto.

Lower Platte South NRD	2026 002
Political Subdivision	Project Number

LPSNRD Prairie Corridor Trail
Project Title

Project Scope (Description of the Project)

The Prairie Corridor Trail - Spring Creek Phase II project will construct a new 10-foot wide, approximately 8,000 feet long, crushed limestone pedestrian and bicycle trail, access road, and trailhead parking lot.

Project Cost Data

Total Project Cost: \$529,560.00

Federal Percent: 80

Federal Share: Up to \$250,000

The following are hereby incorporated into this agreement:

1. Project application and supporting documents.

By virtue of the authority contained in Sections 37-910 and 911 inclusive, Revised Statutes of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the State or Commission, does on this day hereby enter into an agreement with Lower Platte South Natural Resource District, herein, referred to as the Project Sponsor, for the purpose of executing and administering the provisions of the Bipartisan Infrastructure Law (BIL) of 2021, P.L. 117-58, as amended, hereinafter referred to as the Act, as applicable to agreements of this nature.

In consideration of the covenants of the Project Sponsor as hereinafter set forth, including such project plans, specifications, and supporting documents as may be attached hereto and made a part of this agreement, the State hereby agrees herein, and when funds are available, to reimburse the Project Sponsor all appropriate federal funds received for eligible project expenditures.

The Project Sponsor agrees to execute this project as set forth herein and any subsequent amendments in a timely and businesslike manner for the purposes intended and in accordance with the terms, conditions and covenants of this Agreement.

SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below, and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

PROJECT SPONSOR:

Date: _____

By: _____

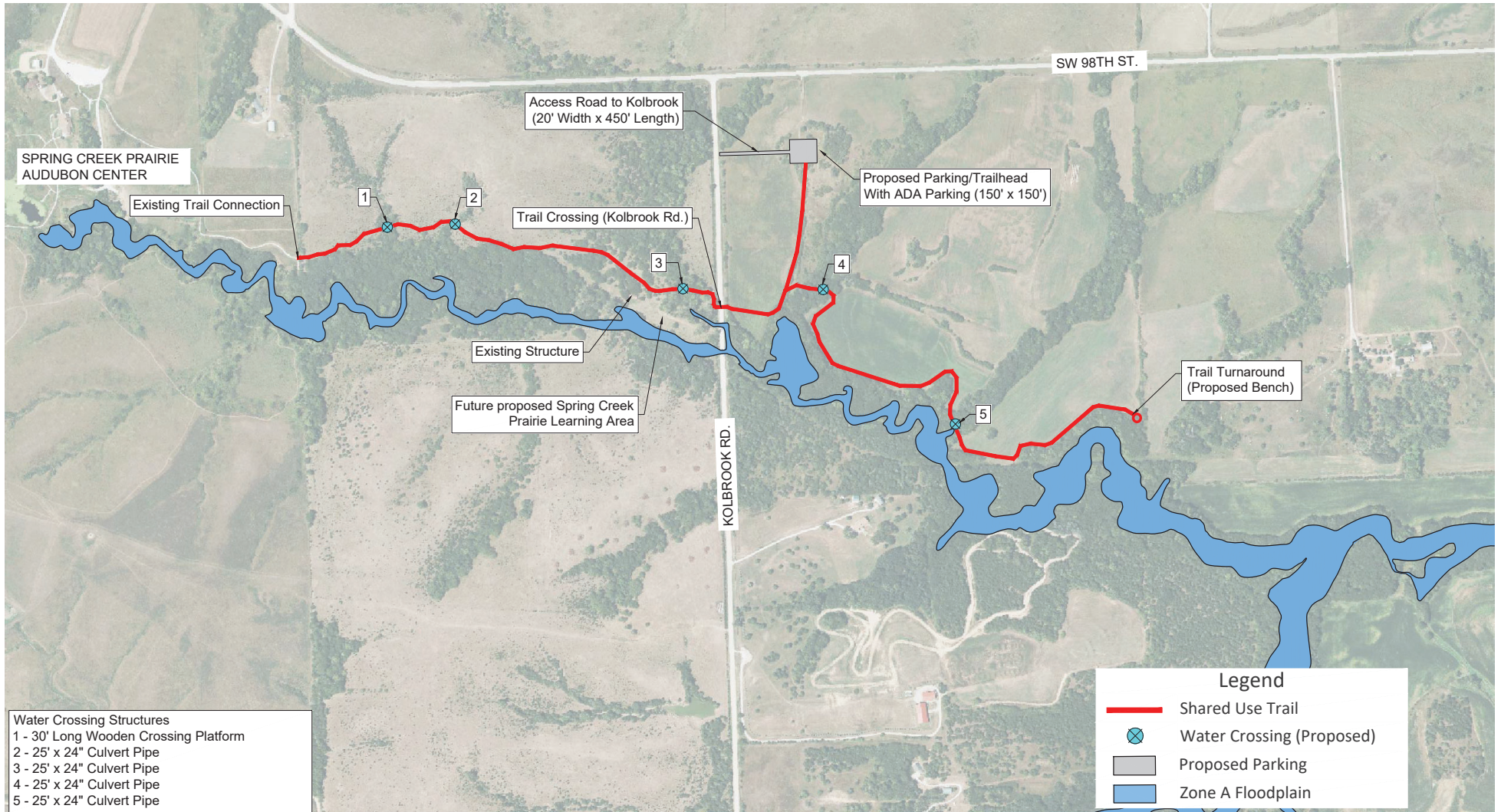
Title: _____

Address: _____

NEBRASKA GAME AND PARKS COMMISSION:

By: _____
Recreational Trails Program Administrator

Address: 2200 North 33rd Street
PO Box 30370
Lincoln, NE 68503-0370



PROPOSED TRAIL ALIGNMENT MAP

Scale: 1" = 600'

PRAIRIE CORRIDOR TRAIL CONCEPTS

Date: 10.23.2024



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 01**

The Effective Date of this Amendment is: _____.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **8/21/2025**
Owner: **Lower Platte South NRD**
Engineer: **JEO Consulting Group, Inc.**
Project: **Prairie Corridor Trail Design**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform NEPA and Project Management services related to the design of the Prairie Corridor Trail. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>76,800</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>16,000</u>
Adjusted Agreement amount:	\$ <u>92,800</u>

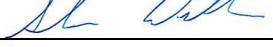
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER: **JEO Consulting Group, Inc.**

By: _____
Print name: _____

By: 
Print name: Andrew Wilshusen, PE

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 03/13/2026



**SCOPE OF SERVICES:
Exhibit A**

1 PROJECT MANAGEMENT/NEPA/SWPPP PHASE

1.1 Project Management:

- 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- 1.1.3 Provide oversight to ensure scope of services and schedule is met.
- 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
- 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.

1.2 NEPA Documentation

- 1.2.1 Utilize existing wetland report to prepare the NEPA Document to include completion of all sections in the document; including, but not limited to, the project description, environmental study area, project purpose and need, Section 6(f), cultural resources, environmental justice, threatened and endangered species, migratory bird treaty act, wetlands, hazardous materials, and environmental commitments.
 - 1.2.1.1 It is assumed the NGPC will provide the correspondence letters from state and federal agencies on Threatened and Endangered Species and Historic Properties for inclusion in the NEPA Document.
- 1.2.2 Prepare aerial maps depicting the project for use in the NEPA document.
- 1.2.3 Coordinate with NGPC and FHWA on review and approval of final NEPA Document.

1.3 Storm Water Pollution Prevention Plan (SWPPP)

- 1.3.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations.
- 1.3.2 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEQ to obtain an NPDES Storm Water permit. Owner to pay all permit fees.

2 OWNER RESPONSIBILITIES

- 2.1 Provide timely review of documents or requests for information.
- 2.2 Provide access to property to conduct proposed services
- 2.3 Provide contact information for utility companies within the right-of-way along the project route.

3 FEE

3.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Project Management/NEPA/SWPPP (Lump Sum)	<u>\$ 16,000.00</u>
Total (Lump Sum)	\$ 16,000.00

4 CONTRACT TIME

- 4.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 4.2 Project Management Phase/NEPA/SWPPP Phase – Completed by September 30th
- 4.3 If the Basic Services covered by this Agreement have not been completed by December 31, 2026, through no fault of JEO, extension or adjustment of JEO’s services beyond that time shall be compensated as additional services.
- 4.4 The information in this proposal and fee estimate is valid until May 1, 2026. After that time, the scope of services and estimated are subject to adjustment.

5 EXCLUSIONS

- 5.1 SWPPP Inspections
- 5.2 Archaeological Survey

6 REIMBURSABLE EXPENSES

- 6.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 6.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

7 ADDITIONAL TERMS

- 7.1 The General Conditions are specified in Exhibit B from original contract. .

Saline Wetlands Fencing Project 2026 Bid Specifications

Lower Platte South Natural Resources District

C/O: Will Inselman
3125 Portia St
Lincoln, NE 68521
402-432-5727
winselman@lpsnrd.org

There are four individual properties where work will take place. The project is being bid as one lump sum.

There are approximately **3532 feet** of fence to be removed, and a new fence is to be installed at Little Salt Fork Marsh Preserve. The area is in Section S34, T12, R6, Lancaster County, near the intersection of N 1st Street and Raymond Road, ~3 miles East of Raymond, Nebraska.

Site Specific Details: Several wet or soft areas restrict access to heavy equipment, and one section of the fence is completely missing. May require manual installation, but if drought continues ATV access should be possible. The fence is separating multiple residences. The District will notify residents of work. If the contractor desires to work from private property, the contractor must secure private property access. No gate needed.

There are approximately **4260 feet** of fence to be removed, and a new fence is to be installed at Shoemaker Marsh. The area is in Section S24, T11, R6, Lancaster County, near the intersection of Arbor Road and N 27th Street, 1 mile north of Lincoln, Nebraska.

Site Specific Details: Existing fence lines are old and dilapidated. Good site access to areas. On the south section, the fence will terminate on each side of the creek bank. No gate needed.

There are approximately **1555 feet** of fence to be removed, and a new fence is to be installed at Marsh Wren Community Wetlands. The area is in Section S32, T11, R7, Lancaster County, near the intersection of N 40th St and Arbor Road, north of Lincoln, Nebraska (40.885791, -96.657588).

Site Specific Details: Some of the original fence is still in place, but in disrepair. Good access to this site, and all work is out of any wetland area. Some trees on the south side of the fence line will need to be cut and removed. No gate needed.

There are approximately **5372 feet** of fence to be installed (**~1000 feet to be removed**) at Jack Sinn Wildlife Management Area. The area is in Section S3, T12,

R7, Lancaster County, 1 mile east of Hwy 77 at the intersection of N 70th St and Ashland Road, 1 mile SE of Ceresco, Nebraska.

Site Specific Details: There's approximately 850ft of total fence removal and a small stretch on the northwest corner that has a few random posts (~15 or so), but no wire. The neighbor has a good fence in the northeast corner for a small stretch (~250ft) that we would tie into. A 24ft wire gate would be placed in the southwest corner (marked on map).

MATERIALS

4 double-strand wire fence:

Top 3 wires- 2 strand 12 ½ gauge zinc coated steel Class I galvanized coating 2 point barb on 4 inch centers.

Bottom wire - 2 strand 12 ½ gauge smooth, galvanized wire

Double strand - 9 gauge galvanized wire for corner/pull post assemblies

Corner and Brace Posts:

Minimum 8 inch diameter top and 9 feet in length creosote-treated, osage orange or black locust.

Horizontal brace pipe 2 inch outside diameter minimum 8 feet in length minimum. Schedule 40 minimum wall thickness.

Line Posts:

Wood line posts must be a minimum of 4 inch diameter top by 8 feet in length creosote treated, osage orange or black locust. Studded steel T posts 1.33 lbs per foot 6 ½ feet in length

INSTALLATION

4 Strands of wire - bottom wire 14 inches above ground. 12 inch minimum spacing between top two wires.

Pull posts (H) structures placed a maximum and minimum of 1320 feet apart in straight runs and at the tops and bottoms of slope changes 10 degrees or greater and at directional changes or as directed by area biologist

Line posts set every 16 ½ feet at the ratio of 1 wood to 4 steel

All corner and wood line posts set and tamped at a depth of 3 feet minimum

All steel line posts driven to a depth of 2 ½ feet minimum

Unless otherwise indicated, wire gates will be 24 feet wide and will include 3 - #9 wire stays.

CLEARING

All trees and brush within and adjacent to the fence line that would otherwise inhibit fence removal/installation will be cleared and placed in piles, buried or removed from the areas as directed by the area biologist. All deciduous trees cut will be treated with an approved chemical for cut-stump treatment.

All old fence material that is removed must be removed from each site and disposed of by the contractor.

Contractor must contact Diggers Hotline 1-800-331-5666 prior to starting the project.

Contractor Site Visit: These sites are open to the public, so the Contractor may visit the areas at any time before the bid deadline. Contractors must access the site on foot unless coordinated with the area manager. You may contact Will Inselman to schedule a time to meet with the area managers on each property.

Bid Due Date: By 2PM on Friday, April 6, 2026. Please mail or email bids to Will Inselman at the address above. Please call or email if you have any questions. The selected contractor may access the site, within the defined cutting period as soon as the project is awarded. Since this is a public area, the contractor will provide one week notification prior to mobilization on site to allow for a public news release.



The Lower Platte South Natural Resources District reserves the right to accept any bid which it deems most advantageous to the District, and to reject any or all bids submitted.

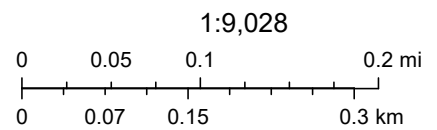
Deadline for Completion: Owner would prefer that the projects be completed before June 15th. At a minimum, the project must start by June 1.

LSFMP Fencing Map 2026



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-  Wildlife Mgmt Area - LPSNRD Wetland
-  LPSNRD Boundary



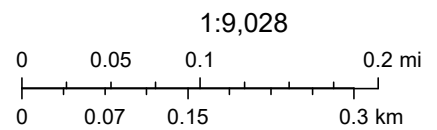
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Shoemaker Fencing Map 2026



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 LPSNRD Boundary





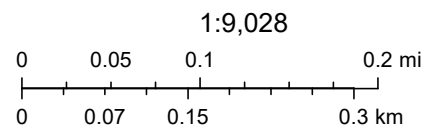
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Marsh Wren Fencing Map 2026



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-  LPSNRD Community Wetlands
-  LPSNRD Boundary






Esri, HERE, iPC, Eagleview, Vantor

Jack Sinn WMA Fence

Approx. 5,372 ft new fence (green)
Approx. 1,000 ft old fence removal (blue)

Legend

-  24' wire gate
-  Jack Sinn Memorial WMA
-  Path Measure



17

Ashland Rd

Ashland Rd Existing fenced parking lot

Ashland Rd

Ashland Rd

N 70th St

24' wire gate

Rock Creek

Rock Creek

Rock Creek

April 2, 2026

RE: Request for License for Private Crossing

Lower Platte South NRD,

Countyshire, L.P. is in the process of purchasing farmland where the Homestead Trail crosses through the property. The purpose of this letter is to request a license to access Homestead Trail for agricultural purposes. The goal is that the license would be approved by the board prior to closing the farm sale.

The Homestead Trail crosses through the NW ¼ of Section 31, T-8-N, R-7-E, in Lancaster County, Nebraska. The trail access point is located ½ mile south of Hickman Road on S 25th Street.

Property Map

Current Land Owner:

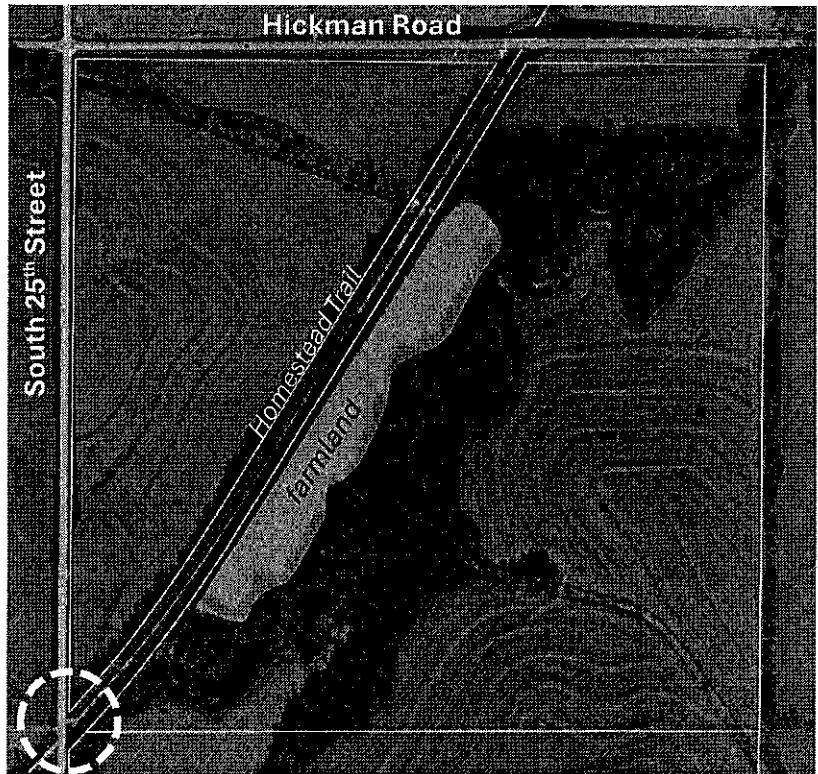
Red Wing Acres, LLC
17701 Prairie Vista DR
Roca, NE 68430

Aaron Schepers
Phone: (402) 450-3194
Email: aaron.schepers@gmail.com

Buyer Under Contract:

Countyshire, L.P.
8101 "O" Street Suite 100
Lincoln, NE 68510

C/O Casey Richards
UFARM
3501 Plantation Dr. STE 10
Lincoln, NE 68516



**Trail Access
Location**

Please let me know if you have any questions or need additional information.

Respectfully,

Casey Richards requesting on behalf of Countyshire, L.P.
Farm Manager/Agent

LICENSE FOR PRIVATE CROSSING

Agreement made this 15th day of April 2026, by and between Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, having its office at 3125 Portia Street, Lincoln, Lancaster County, Nebraska, herein referred to as the “District,” and Countyshire, L.P., 8101 O St., Suite 100, Lincoln, NE 68510, Lancaster County, herein referred to as the “Licensee.”

WITNESSETH:

RECITALS

- A. The District owns the Homestead Trail from ½ mile south of Saltillo Road in Lincoln, Nebraska to Lancaster/Gage County line in Nebraska, which has been developed as a conservation corridor and recreational trail (the “Trail”).
- B. Licensee desires to obtain one private crossing for agricultural purposes only across the Trail in the NW ¼ of Section 31, T-8-N, R-7-E in Lancaster County, Nebraska, shown on Exhibit “A” attached hereto and incorporated herein by this reference.

In consideration of the above Recitals and the mutual covenants contained herein, the parties agree as follows:

1. The District hereby grants to the Licensee, a license to use the Trail as a private crossing for agricultural purposes, subject to the terms below, at the locations specified in Paragraph B above, free of charge.
2. If Licensee desires to construct a new private crossing, relocate an existing crossing, or make modifications to an existing crossing, then Licensee shall perform such construction, at Licensee’s expense, from the mutual property lines on both sides of the trail up to the edge of the trail surface on the location designated above, to the satisfaction of the District. The District shall be responsible for the construction of the trail surface and will perform routine trail maintenance of the trail surface and the private crossing. Any construction or modification of a private road crossing by the Licensee, may only be made after obtaining the prior written consent and approval of the District.
3. Licensee shall permit the crossing to be used only by Licensee, Licensee’s family or Licensee’s agents and employees, for agricultural purposes and nothing herein contained shall be construed as a grant of the right to use the crossing or any part thereof to any other party or to the public, or for any other purpose.

4. If it should become necessary for the District at any time to make a change in the private road where it crosses the Trail in order to accommodate any change or revision in the Trail, including but not limited to the raising or lowering of its grade, or any additions or improvements to the Trail, then the District shall have the right to make such changes, at the District's expense, including the right to modify, relocate or remove the private crossing.
5. Licensee, Licensee's family, or Licensee's agents or employees shall yield the right-of-way to all recreational trail users.
6. Licensee shall indemnify the District against all suits, claims, liabilities, expenses and damages that may be suffered or incurred by reason of Licensee's location, construction, reconstruction, modification, use, or removal of such crossing(s). Licensee shall indemnify the District against all loss, costs, or damages that Licensee or any person may suffer or sustain by reason of Licensee's entry or the entry of Licensee's livestock, machinery or equipment onto the Trail through the crossing(s), and against all judgments that any person may recover from the District by reason of any loss or damage.
7. The District shall have the right to terminate this License for any reason, including but not limited to failure by Licensee to comply with the terms and conditions of this License, and may terminate this License by giving Licensee thirty (30) days prior notice in writing of the District's intention to do so at the address identified above or such other address as the Licensee may hereafter designate. After the District has terminated this License, the Licensee shall have no further right to use such crossings, and the District shall have the right to remove the crossings at the District's expense.
8. This License shall not be transferred or assigned unless such transfer or assignment has received prior written approval by the District. The District shall not unreasonably withhold its approval. If Licensee's property is sold, ownership is otherwise transferred, or leased in any manner, this License shall automatically terminate. The District shall be notified if there is a change in Trustee for the Licensee.

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

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, A Political Subdivision of the State of
Nebraska,

By: _____
David Potter, General Manager

By: _____
Licensee, Greg Joyce, Countyshire, L.P.

Exhibit A

Property Map

