



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 8, 2025

To: Lower Platte South NRD Board of Directors

From: Eric Zach, Resources Conservationist *EZ*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Monday, April 7, 2025, at 6:09 p.m., the Recreation, Forestry, and Wildlife Subcommittee met in the NRD large conference room. Subcommittee members present: Seth Hawkins- Chair, Anthony Schutz, Melissa Baker, Don Jacobson, and Stephanie Matejka. Directors Bob Anderson and John Yoakum were also present. Other attendees were Mike Sousek, Will Inselman, and Eric Zach. There was one item on the agenda for consideration.

The first item on the agenda was the consideration of a license agreement for an agricultural crossing on the MoPac East Trail. The property is bordered by the MoPac East Trail on the east and Weeping Water Creek on the west making it inaccessible for larger agricultural equipment. W&S Nicholson Trust (Trust) is requesting that the NRD sign a license agreement for the new crossing so they can again farm the 8-acre parcel. The parcel had been in grass for approximately 20 years, but the Trust would like to have a tenant farm the property. Any costs to develop the new crossing would be at the landowner's expense. NRD staff met with a representative of the Trust and have found a location that meets both parties' needs. Staff answered questions about the frequency of use of the crossing by the landowner, regulations regarding farming in proximity to a creek, and general questions about license agreements.

It was moved by Matejka, seconded by Hawkins, and unanimously approved to recommend 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 MoPac East Trail with W&S Nicholson Trust.

Motion Passed: 5-0

Staff also provided updates on several trail projects scheduled for winter/spring 2025. Projects are progressing and many have been completed. Lastly, staff updated the subcommittee regarding ongoing



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discussions with partners on the Haines Branch Prairie Corridor project about potential future easement/fee title acquisition opportunities.

Meeting adjourned at 6:37 p.m.

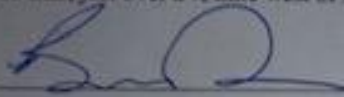
Attachments

PC: RF&W subcommittee file
Bob Andersen

To: Lower Platte South Natural Resources District
Board of Directors

We would like to ask the to Board consider our request to establish a crossing of the MoPac bike trail between the landowners adjoining properties in order to bring an 8 acre field back into production. There is no other practical location to gain access to the 8 acre field, it's North boundary is the Weeping Water creek, and it's South boundary is the MoPac trail.

The proposed crossing is approximately 150 feet east of mile marker twenty one (21) on the MoPac trail, just over a 1/2 mile west of 322nd Street in Wabash.

 TTEE Date 4-2-25

W&S Nicholson Trust
Trustee: Brandi L. Dunning, 4311 Allendale Court, Lincoln NE 685165

 Date 4-2-25

Don Colbert, 15020 Highway 1, Weeping Water Ne 68463

Nicholson Crossing



4/2/2025

- LPSNRD Trail Bridge
- LPSNRD Trail
- Nicholson Property

World Imagery

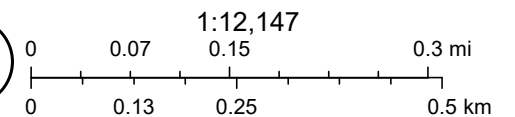
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

2.4m Resolution Metadata



Eagleview, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

W&S Nicholson Trust Property



LICENSE FOR PRIVATE CROSSING

Agreement made this 17th day of April 2025, 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 W&S Nicholson Trust, Brandi Dunning- Trustee, 4311 Allendale Court, Lincoln, Nebraska, 68516, Lancaster County, herein referred to as the “Licensee.”

WITNESSETH:

RECITALS

- A. The District owns the MoPac East Trail from Lincoln, Nebraska to Wabash, 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 35, T-11-N, R-10-E in Cass 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.

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: _____
Mike Sousek, General Manager

By: _____
Licensee, W&S Nicholson Trust (Brandi Dunning,
Trustee)