



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: April 15, 2025

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 14th, 2025, at 5:31 p.m., the Recreation, Forestry, and Wildlife subcommittee met virtually via Zoom. Subcommittee members present were Seth Hawkins, Chair; Christine Lamberty, Suzanne Mealer, Mark Spangler, and Melissa Baker. NRD staff present were Mike Sousek, Eric Zach, and Will Inselman. Other attendees were Director Bob Andersen and representatives from Solidago Conservancy. One item was on the agenda for consideration.

The only item on the agenda was the consideration of an agreement with Solidago Conservancy. The LPSNRD and the City have previously entered into an Interlocal Cooperation Agreement establishing a mechanism for the cooperative planning, development, administration, implementation, management, operation and maintenance of the "Salt Valley Greenway and Prairie Corridor Master Plan," beginning with the Prairie Corridor on Haines Branch Implementation Project ("Project"). The Solidago Conservancy (Solidago) is also a partner in the Project and has been actively seeking properties and conservation easements to meet the Project's goals and objectives. The 98-acre Oxbow Property is located diagonally between two existing conservation areas and is a "missing puzzle piece" in our goal of long-term connectivity. The Oxbow Property features natural waterways and stunning views, making it beneficial for urban flood prevention and desirable for recreation. This agreement provides consent to Solidago to acquire property/trial easements within the Prairie Corridor and obligates the NRD to provide \$425,000 to the effort. If Solidago is successful in its negotiations, this contribution would help further the mission of the Prairie Corridor on the Haines Branch project. The agreement outlines the responsibilities of the three parties involved in the partnership. The City of Lincoln would be the owner of the property if it is secured. NRD and Solidago staff fielded questions regarding budgets, funding commitments, and property ownership.

It was moved by Baker, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the General Manager to execute the Agreement Regarding Property Acquisition Project with the Solidago Conservancy and to disburse up to \$425,000 to the Solidago Conservancy under the terms of the Agreement.

Motion Passed: 5-0

Meeting adjourned at 5:55 p.m.

PC: RF&W subcommittee file

**AGREEMENT REGARDING PROPERTY ACQUISITION PROJECT BETWEEN
THE LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
AND THE SOLIDAGO CONSERVANCY**

THIS AGREEMENT ("Agreement") is entered into by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska organized and existing pursuant to *Neb. Rev. Stat. §§ 2-3201 et seq.* ("LPSNRD") and the Solidago Conservancy, a Nebraska non-profit 501(c)(3) corporation ("Solidago"). The effective date shall be the last date this instrument is executed between the LPSNRD and Solidago as set forth following the signature line of each such party to this Agreement.

RECITALS:

WHEREAS, LPSNRD is comprised of a six county area of southeastern Nebraska, having a mission of maintaining a sustainable environment through the conservation of land, water and wildlife. LPSNRD also provides project planning and management for projects, studies, and environmental education. LPSNRD administers programs that provide cost-share assistance to interested parties in order to improve, preserve and protect the area's wildlife habitat and other natural resources.

WHEREAS, Solidago is a nonprofit Nebraska corporation designated as tax exempt under Section 501(c)(3) of the Internal Revenue Code, and serves as a supporting organization of the Lincoln Parks and Recreation Foundation, similarly designated as a Nebraska nonprofit and Section 501(c)(3) tax exempt organization, having a purpose of providing donor gifts and related resources for the benefit of the city of Lincoln, Nebraska ("City") and its corresponding Parks and Recreation Department.

WHEREAS, as a designated supporting organization under the tax code, Solidago is organized for the unique purpose of facilitating the conservation and enhancement of natural resources and green spaces for the benefit of the general public, whose purpose includes working with partners to facilitate real estate transactions to acquire priority land.

WHEREAS, the LPSNRD and the City have heretofore entered into an Interlocal Cooperation Agreement establishing a mechanism for the cooperative planning, development, administration, implementation, management, operation and maintenance of the "Salt Valley Greenway and Prairie Corridor Master Plan," beginning with the Prairie Corridor on Haines Branch Implementation Project ("Project").

WHEREAS, a site has been identified with landowner interest that is within the Project area, and Solidago has agreed to work with the City to purchase the property (having a working title of the "Oxbow Property") and associated trail easements for conservation and connectivity within the Project area.

WHEREAS, in order for Solidago to enter into negotiations with the landowner of the Oxbow Property ("Owner"), LPSNRD has agreed to provide collaborative funding (in conjunction with funding resources from the City) for Solidago to acquire the Oxbow Property and corresponding trail easements, under the terms and conditions outlined in this Agreement.

WHEREAS, in furtherance of the shared goals of the parties as described herein, Solidago has agreed to work with LPSNRD and the City to acquire the Oxbow Property and corresponding trail easements, with the ultimate plan of the City becoming the eventual landowner and holder of the Oxbow Property and corresponding trail easements.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, LPSNRD and Solidago agree as follows:

AGREEMENT

1. **General Description and Purpose of the Subject Property.**
 - a. The Oxbow Property is located in Lancaster County, Nebraska. The parcel is located diagonally between two existing conservation areas and is a "missing puzzle piece" in our goal of long-term connectivity. The Oxbow Property also features natural waterways, and stunning viewsheds, making it beneficial for both urban flood prevention and desirable for recreation.
 - b. An appraisal has been obtained for an approximately ninety-eight (98) acre area that the Owner indicates is available for purchase within the Prairie Corridor on Haines Branch in Lancaster County, Nebraska.
 - c. The Owner has additionally indicated a willingness to sell a fifty foot (50') public access trail easement on neighboring properties (potentially to include an additional fee simple portion of land) to accommodate future trail connections along a route still to be determined within Lancaster County, Nebraska,.
 - d. The partners (Solidago, City, and LPSNRD) intend to coordinate with the Owner to agree on a route for the trail easement to make a connection between the area for fee simple purchase and Pioneers Park.
2. **Solidago's Obligations to Accomplish Purchase of Property.**
 - a. Solidago will negotiate in good faith with the Owner for an Option to Purchase and corresponding Purchase and Sale Agreement for the Oxbow Property as well as a fifty foot (50') public access trail easement or other land rights to accommodate future trail connections on the Owner's additional parcel(s) within the relevant portion of the Prairie Corridor.
 - b. Negotiations for the trail easement may happen concurrently or may occur as a secondary step to negotiating an Option to Purchase/Purchase and Sale Agreement.
 - c. The area for purchase is anticipated to be approximately ninety-eight (98) acres, but flexibility is needed to adjust the area and terms through the

course of negotiations in order to be responsive to the Owner's needs and complete a successful transaction.

- d. Solidago will work with the City and LPSNRD on the trail route as well as the general parameters of negotiations associated with the acquisition.
- e. Solidago will work with LPSNRD and the City to effectuate the best and most efficient means of closing and securing ownership of the Oxbow property and its corresponding easements. The transaction options may include, but are not limited to, (i) Solidago securing the Option to Purchase, with subsequent closing and taking ownership of the subject property in its name with later transfer/conveyance to the City; (ii) Solidago assigning the contract rights (Option to Purchase, Purchase and Sale Agreement, etc.) to the City in order for the City to effectuate the closing and transfers in its name; or (iii) other options as mutually agreed to by the parties.

3. **LPSNRD Agreement and Obligation to Provide Funding.**

- a. In order to enter into negotiations, Solidago needs commitment from partners on funding, including the City and LPSNRD. Solidago is also seeking funding from additional private partners.
- b. In consideration of the terms and conditions outlined in this Agreement, LPSNRD agrees to provide up to \$425,000 out of the current fiscal year budget to be available for the purchase of the Oxbow Property, corresponding trail easements, and for related necessary and reasonable holding and administrative costs.
- c. Delivery of the funds shall be coordinated between LPSNRD's General Manager and the Executive Director of Solidago as needed to complete the acquisition of the Oxbow Property and corresponding trail easements.
- d. LPSNRD also agrees to carry over funding into the next fiscal year as may be needed for negotiations and/or execution of agreements with the Owner.
- e. This Agreement provides the LPSNRD General Manager authority to approve/authorize the expenditure and delivery of funds based on the project parameters that are collaboratively determined.

4. **Cost Sharing.** The parties agree that any costs assigned in this Agreement may be shared with Owner as agreed to in the final sale agreement. Any costs assigned in this Agreement may also be shared or transferred between the parties depending on those circumstances that may arise, which shall be agreed to by the parties in writing.

5. **Term and Termination.** The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement, but in no event shall continue longer for one year, unless mutually renewed by the parties in writing for an additional one (1) year term. Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

7. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

8. Relationship of Parties. None of the provisions contained in this Agreement nor any acts of any party shall be deemed or construed to create the relationship of partnership or of shared venture or of any association between the parties, other than contractual relationships stated in this Agreement.

9. Interpretation of this Agreement. This Agreement shall be governed and interpreted by the laws of the State of Nebraska without reference to the principles of conflicts of law. Each section of this Agreement is hereby declared to be independent of every other section so far as invalidity of any section shall not invalidate any other section thereof. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally. The parties agree time is of the essence.

10. Integration, Assignment. This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are expressly excluded herein. This Agreement may not be assigned without prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto acknowledge and agree that they have executed and entered into this Agreement as of the effective date described in the first paragraph of this Agreement.

[Signature page follows]

LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT

Name: Mike Sousek
Title: General Manager

Date

SOLIDAGO CONSERVANCY

Printed Name: _____
Solidago Board Officer

Date