




## Memorandum

**Date:** October 11, 2018  
**To:** Each Director  
**From:** Paul D. Zillig, General Manager   
**Subject:** Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 4:30 pm on Wednesday, October 10, 2018 at the NRD Office in Lincoln. Subcommittee members present included Ray Stevens, Larry Ruth, Deborah Eagan, and Greg Osborn. Others present included Steve Seglin, David Potter, and myself.

Chair Stevens opened the meeting and asked me to report on the consideration of the Private Agreement for the Estate of Marilyn Harrold. I reviewed the attached memo explaining the situation and includes the Private Agreement – Estate of Marilyn Harrold which corrects the Will to eventually deed the property to the proper NRD (also attached is a map showing the location of the farm).

The Subcommittee appreciated the conservation efforts of the Harrold's to manage their farm and Marilyn's decision to give the farm to the NRD at some point in the future. The Subcommittee recognized that taking ownership of the farm is likely to occur after most current Directors and staff have moved on. They discussed the potential conservation uses of the farm listed in the memo and several other possibilities. The overall feeling was that the NRD should enter into the Private Agreement listing the LPSNRD as the recipient and allow the Board at that time to decide the future use of the property.

It was moved by Osborn, seconded by Eagan, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the Private Agreement – Estate of Marilyn Harrold.**

The next item on the agenda was to consider the proposed license agreement with Dustan Biegler for a fishing platform in the floodpool easement of North Oak 2-C, just south of Valparaiso. Earlier this year the NRD Board authorized the Executive Subcommittee to review and approve License Agreements. This specific request was tabled at the last Executive Subcommittee meeting. It was moved by Osborn, seconded by Ruth, and unanimously approved to take this item "Off the Table". The Subcommittee further discussed the situation and the benefits of having an agreement. It was moved by Ruth, seconded by Osborn, and unanimously approved by the Subcommittee to approve the license agreement with Dustan Biegler for North Oak 2-C. Seglin pointed out that the



Subcommittee can only take action if delegated by the Board and the meeting must receive proper public notice. It was moved by Ruth, seconded by Eagan, and unanimously approved by the Subcommittee to “take away the approval” and re-consider the North Oak 2-C License Agreement with Dustan Biegler at a future Executive Subcommittee Meeting that has received the proper public notice.

The Subcommittee heard updates on the SCI LLC lawsuit on the Salt Creek levee easement dispute, an update on staffing changes (hired Jared Nelson as District Engineer and Joe Peterson, Conservation Technician resigned), and Steve Herdzina will apply for the 2019 Water Leaders Academy.

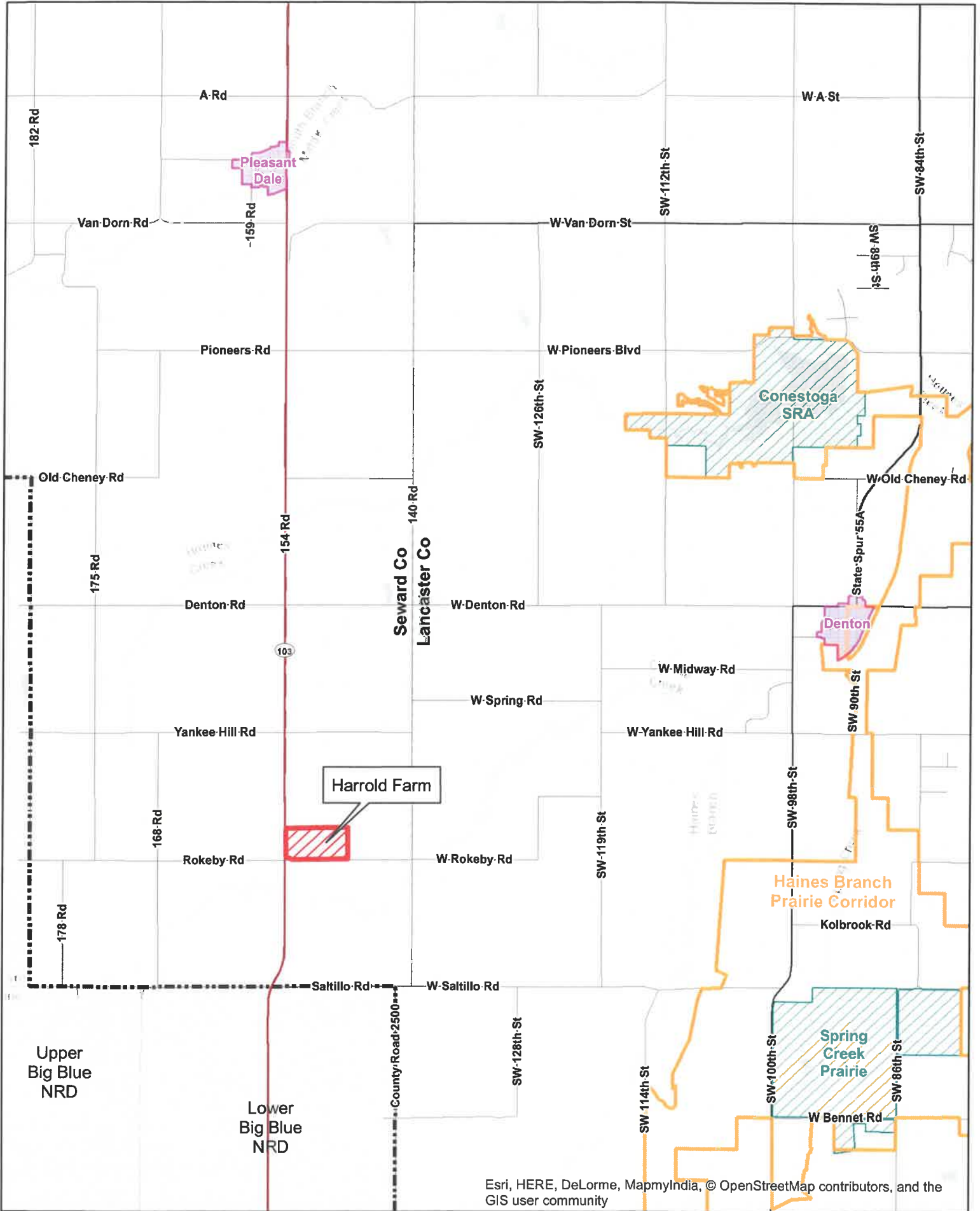
There being no further business the meeting adjourned at 5:30 pm.

PDZ/pz

pc: Steve Seglin



# Harrold Farm Location Map (S1/2 SW1/4 Sec 25, T9N-R6E)




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## 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](http://www.lpsnrd.org)

### Memorandum

**Date:** October 9, 2018  
**To:** Executive Subcommittee  
**From:** Paul Zillig   
**Subject:** Marilyn Harrold Farm

Last month, I was contacted by David Solheim, legal counsel for the Estate of Marilyn Harrold. Mr. Solheim explained that Ms. Harrold had recently passed away and in her Will she left a 77.58 acre farm to her son (Jay Harrold) in a Life Estate, upon Jay's passing the farm would then go to the NRD to be preserved for conservation purposes. We believe Jay is approximately 60 years old so, on average, the NRD wouldn't receive the farm for approximately 25+ years.

The farm is located in the extreme southeast corner of Seward County along Highway 103 and Rokeby Road (5 miles south of Pleasant Dale or 4 miles southwest of Denton). The property is also within 3 miles of the Haines Branch Prairie Corridor. The property is also within 1 mile of the Lower Big Blue NRD (Beatrice) and 2 miles from the Upper Big Blue NRD (York). The Will mistakenly listed the Upper Big Blue to receive the farm after the Life Estate expires, Mr. Solheim stated that the intent was for the farm to go to the LPSNRD, he has prepared the attached agreement for our consideration. The Upper Big Blue NRD has approved the agreement.

The Harrold's have taken care of this farm by planting several impressive windbreaks to protect the farmstead and keep snow off of Rokeby Road, constructed two farmponds, and are currently haying the property which is in grass (see attached aerial photo of the farm and several photos from Highway 103 on the west and Rokeby Road on the south). The farm includes a nice home and several sheds and out buildings, the assessed value of the property as of 2017 is \$276,542.

The Will states once the NRD takes ownership we could only use it for a conservation purpose. We wouldn't be allowed to sell it or divide it or the property would go to the Nebraska Game and Parks Commission. Staff has listed below several potential uses of the property in approximately 2040.

- Operate the property as a Wildlife Management Area, open to public use.
- Operate the property as an environmental education center and arboretum.
- Lease the property to SCC (Milford), Doane (Crete), or some other educational unit.



- Lease the property to a conservation group.
- Lease the property as hayland, rent out the homestead.
- Any combination of the above.
- Grant the NRD a conservation easement on the property and then give or sell the property to the Nebraska Game and Parks Commission.

I believe there are a number of viable options for this property that fulfill the wishes of Marilyn Harrold. In the mean-time I'd suggest we work with Jay Harrold as he operates his property. At the time the LPSNRD takes ownership a future LPSNRD Board will need to make the decision concerning the future of the property. Staff recommends the Executive Subcommittee recommend the Board of Directors approve the Private Agreement for the Estate of Marilyn Harrold.

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pc: Steve Seglin

**PRIVATE AGREEMENT  
ESTATE OF MARILYN HARROLD**

Pursuant to Neb. Rev. Stat. § 30-24,110, this Private Agreement ("Agreement") is made on \_\_\_\_\_, 2018, by and between:

1. Beth Harrold, Personal Representative of the Estate of Marilyn Harrold;
2. Jay Harrold, as an individual and beneficiary of a life estate;
3. The Upper Big Blue Natural Resource District; a Nebraska political subdivision and beneficiary of a remainder interest;
4. The Lower Platte South Natural Resource District; a Nebraska political subdivision; and
5. Nebraska Game and Parks Commission; a Nebraska political subdivision.

WITNESSETH:

WHEREAS the Last Will and Testament of Marilyn Harrold provides in Article VI, paragraph (a), for the distribution of certain real estate:

- a) *The South Half (1/2) of the Southwest Quarter (1/4), Section Twenty-Five (25), Township Nine (9), Range Four (4), East of the 6<sup>th</sup> Principal P.M., Seward County, Nebraska, commonly known as 1506 Rokeby Road, together with all appurtenances and improvements used in connection therewith, to my son JAY HARROLD, if he shall survive me, in life estate, with the remainder to THE UPPER BIG BLUE NATURAL RESOURCE DISTRICT, so long as said property is used for conservation purposes and is not sold or divided. If the property is no longer used for conservation purposes, or is sold or divided, it shall go to NEBRASKA GAME AND PARKS COMMISSION.*

WHEREAS the parties agree Decedent's intent was to conserve the property by leaving a remainder interest to the natural resource district (NRD) in which it was located.

WHEREAS the Last Will & Testament leaves the property to the Upper Big Blue Natural Resource District, but the property is in fact located in the Lower Platte South Natural Resources District.

THEREFORE in consideration of these recitals, which are incorporated by reference, and the promises and agreements set forth, the parties agree as follows:

1. The parties agree Marilyn Harrold's intent was to grant a remainder interest in the property described above to the natural resource district in which is located.
2. Accordingly, the parties agree the Personal Representative may devise a remainder interest to the Lower Platte South Natural Resources District, rather than the Upper Big Blue Natural Resources District.
3. The Lower Platte South Natural Resources District agrees to accept a remainder interest in the property on the terms and conditions described above.
4. The Upper Big Blue Natural Resource District waives all claims against the Personal Representative for not following the terms of the Last Will and Testament.

5. The Nebraska Game and Parks Commission, which is the alternative remainder beneficiary, agrees to accept the property under the same conditions in the event the Lower Platte South Natural Resources District is unable or unwilling to use the property for conservation purposes or sells or divides the property.
6. Each party agrees no promise or agreement not expressed herein has been made to them regarding the execution of this Agreement. No party hereto is relying upon any statement or representation made by any other party or person not set forth herein. Each party is relying solely upon their own judgment, and each party has had the opportunity to be represented by independent counsel regarding this Agreement.
7. Each party agrees this Private Agreement constitute a settlement that is mutual, final, and binding, and it enures to the benefit of the parties hereto, their heirs, legatees, personal representatives, successors, and assigns.
8. The parties agree:
  - a. Time is of the essence in this Agreement;
  - b. This Agreement constitutes the entire understanding of the parties;
  - c. This Agreement may not be modified except in writing fully executed by each party hereto; and
  - d. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

*[Remainder of page left intentionally blank. Signature pages follow.]*

**SIGNATURE PAGE**

**PERSONAL REPRESENTATIVE**

\_\_\_\_\_  
Beth Harrold, Personal Representative

\_\_\_\_\_  
Date

**LIFE ESTATE BENEFICIARY**

\_\_\_\_\_  
Jay Harrold

\_\_\_\_\_  
Date

**UPPER BIG BLUE NATURAL RESOURCES DISTRICT**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

**NEBRASKA GAME AND PARKS COMMISSION**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title



# Marilyn Harrold Farm



September 30, 2018 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Roads
- Parcels
- Sections

