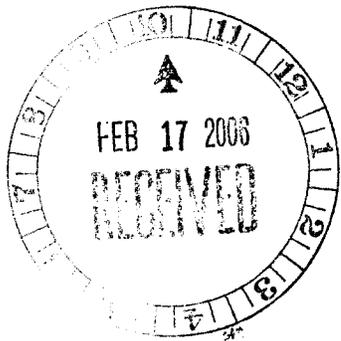


215819

CHARLES H. MONTANGE  
ATTORNEY AT LAW  
426 NW 162ND STREET  
SEATTLE, WASHINGTON 98177  
(206) 546-1936  
FAX: (206) 546-3739



16 February 2006  
by express

Hon. Vernon Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20036

ENTERED  
Office of Proceedings

FEB 17 2006

Part of  
Public Record

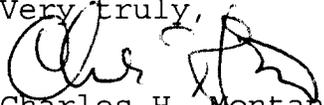
Re: Nebkota Railway, Inc. --  
Abandonment Exemption --  
in Sheridan and Cherry  
Counties, NE, AB 988X

response to inquiry from staff

Dear Mr. Secretary:

Enclosed for filing please find the original and ten copies of a Status Report filed on behalf of Nebraska Game and Parks Commission and Rails to Trails Conservancy. We make this Report in response to an inquiry from STB staff concerning the impact of a letter dated January 26 filed by Mr. Kahn on behalf of petitioner NEBKOTA Railway on the issues raised by NGPC and RTC in our Reply filed on or about January 10.

Thank you for your assistance in this matter.

Very truly,  
  
Charles H. Montange  
for NGPC

Encls.

cc. Mr. Kahn  
NGPC  
RTC (all w/encl.)

215819

BEFORE THE SURFACE TRANSPORTATION BOARD

NEBKOTA RAILWAY, INC. -- )  
ABANDONMENT EXEMPTION -- ) AB 988X  
IN SHERIDAN AND CHERRY )  
COUNTIES, NE )

ENTERED  
Office of Proceedings

FEB 17 2006



STATUS REPORT Part of  
Public Record

This Report is pursuant to a request from the Board for the position of Rails to Trails Conservancy (RTC) and Nebraska Game and Parks Commission (NGPC or "Nebraska") concerning whether the letter submitted by NEBKOTA's attorney (Mr. Kahn) dated January 26 resolves the dispute between RTC and NGPC on the one hand and NEBKOTA on the other.

NGPC and RTC are uncertain whether the letter from Mr. Kahn settles anything. By letter prepared and faxed to Mr. Kahn on 6 February 2006, copy attached as Exhibit A, RTC and NGPC indicated they would withdraw all objections and support the relief sought by NEBKOTA if NEBKOTA would clarify

(1) that it would inform STB that it was willing to negotiate a trails use agreement so that a Notice of Interim Trail Use (NITU) could be issued by the Board;

and (2) that it would convey the property in question to NGPC for \$10 pursuant to 16 U.S.C. § 1247(d) once this Board issues a NITU and the NITU becomes effective.

NGPC and RTC have received no response to our letter of 6 February.

NGPC and RTC also stated in our letter of 6 February that we were concerned about Mr. Kahn's statement that NEBKOTA did not accept NGPC's and RTC's arguments that NEBKOTA was required

by contract to consent to application of 16 U.S.C. § 1247(d) and to consent to conveyance of the real estate interests for \$10. This statement renders uncertain what NEBKOTA means, if anything, in its January 26 letter, for under that letter, NEBKOTA might mean it will transfer the property only if NGPC agrees to payment of additional compensation or other conditions beyond those specified in the contract. Moreover, since NEBKOTA will remain in possession of roughly 39 miles of rail line after this proceeding is concluded, and since that line is covered by the contract, NEBKOTA appears to be threatening to disrupt the settlement embodied in the contract in the future. RTC and NGPC informed NEBKOTA that we had obtained statements from the key representatives of CNW and the Nebraska Governor supporting the construction of the contract advanced by RTC and NGPC. In order to obtain further clarification from NEBKOTA, and ensure the statements are in the record for the future, we attach hereto as Exhibit B the verified statement of Stuart Gassner, former Associate General Counsel for CNW, and as Exhibit C the verified statement of Martha Gadberry, former project manager for Governor (now Senator) Nelson.

If NEBKOTA will clarify that it consents to the issuance of a NITU by this Board, that it will convey pursuant to that NITU the property for \$10 as provided under the contract, and that the contract requires such conveyance (as indicated in the attached exhibits), then NGPC and RTC will be pleased to withdraw all objections and requests for conditions which they

have filed in this proceeding.

While STB ordinarily does not get involved in resolving contract disputes, RTC and NGPC believe that -- until and unless NEBKOTA clarifies that there is no contractual dispute -- the agency should accord the relief we request so we may initiate litigation in federal or state court to protect our rights as appropriate. This is especially important since the contract at issue here was essentially itself a careful resolution [see ICC decision in AB 1 (Sub-no. 249X), served June 2, 1994] of a long-standing dispute between CNW and Nebraska over CNW's proposed abandonment of a 320 mile line across north central Nebraska. See filings in ICC docket AB 1 (Sub-no. 230). STB as successor to ICC should not permit parties to settlement agreements to subvert them in subsequent proceedings before the agency.

Perhaps NEBKOTA would be prepared to respond to our letter of 6 February by indicating that there no longer is a dispute over the meaning and application of the contract.

Respectfully submitted,



Charles H. Montange  
Counsel for Rails to Trails  
Conservancy and Nebraska Game and  
Parks Commission

426 N.W. 162d St.  
Seattle, Washington 98177  
(206) 546-1936  
(206) 546-3739

Of counsel for Rails to Trails  
Conservancy:

Andrea Ferster, Esq.  
General Counsel  
Rails to Trails Conservancy  
1100--17th St., N.W., 10th Floor  
Washington, D.C. 20036

cc. Rex Amack,  
Director, NGPC  
2200 N. 33d St.  
Lincoln, NE 68503-0370

#### Certificate of Service

The undersigned hereby certifies service of the foregoing  
by express service, next business day delivery, this 16th day of  
February 2006 upon Fritz R. Kahn, Esq. 1920 N Street, N.W.,  
Washington, D.C. 20036-1601.

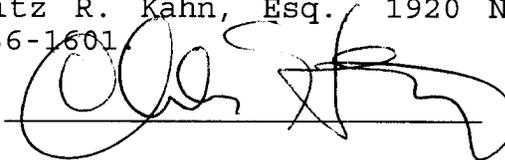


Exhibit A

CHARLES H. MONTANGE

ATTORNEY AT LAW

426 NW 162ND STREET

SEATTLE, WASHINGTON 98177

(206) 546-1936

FAX: (206) 546-3739

by fax

6 Feb. 2006

Fritz Kahn, Esq.  
1920 N Street, NW, 8th Floor  
Washington, DC 20036-1601

Re: Nebkota -- Exemption, AB 988X

Dear Mr. Kahn:

This is an inquiry concerning your letter on behalf of Nebkota to STB dated January 26. We were pleased the letter indicates that Nebkota is prepared to convey the property to Nebraska Game and Parks Commission (NGPC or Nebraska) and Rails to Trails Conservancy (RTC) pursuant to 16 U.S.C. 1247(d). In light of that letter, RTC and Nebraska wish to facilitate your proceeding, but in order to do so, I do request a few clarifications, so I will do so below in formal form.

Rails to Trails Conservancy and Nebraska Game and Parks Commission (Nebraska) will withdraw all objections and requests for conditions with respect to the pending exemption petition, and simply support it, if we can get adequate clarification to the points below:

1. We construe your letter to indicate that Nebkota will inform STB that Nebkota is willing to negotiate a trails use agreement, so that STB promptly will issue a Notice of Interim Trail Use in the proceeding. Is this construction what Nebkota commits to do?

2. We construe your letter to mean that once a NITU is issued and becomes effective, Nebkota upon request of Nebraska and the payment of ten dollars (\$10) will issue a quitclaim deed pursuant to 16 U.S.C. 1247(d) conveying all Nebkota real estate interests (unless Nebraska requests the exclusion of a particular parcel in writing), plus bridges, culverts, and roadbed materials, in the line at issue in this proceeding. Is this construction what Nebkota commits to do?

Finally, I note that in your letter you indicate that Nebkota is agreeing to convey property "without accepting the arguments advanced in support of the Request for Public Use Condition." Since Nebkota is continuing to operate over approximately 39 miles of rail line to which the Master Agreement still applies, RTC and Nebraska of course maintain

that should Nebkota or a successor ever seek abandonment authorization for that line, Nebkota upon request of RTC or Nebraska must consent to issuance of a railbanking authorization (CITU or NITU), and transfer the real estate, bridges, culverts, roadbed and similar structures to Nebraska (RTC's current assignee) pursuant to 16 U.S.C. 1247(d) for \$10. Does Nebkota agree to do that? I should add that I now have a signed verified statement by Stuart Gassner, former Associate General Counsel for CNW and the man responsible for the Master Agreement, indicating the RTC/Nebraska construction is correct, and a verified statement of similar effect from Ms. Gadberry, who was the project manager for Senator (then Governor) Nelson, and who attaches a contemporaneous press release by the Governor to her statement which essentially so indicates. My contemporaneous notes and my recollection confirms that Ms. Gadberry and Mr. Gassner were the chief negotiators/points of contact for the Governor and CNW respectively.

Again, we wish to cooperate, but I am certain you can understand that we need to understand Nebkota's intentions in respect to the Master Agreement.

Very truly,

  
Charles H. Montange  
for RTC and Nebraska

cc. NGPC, RTC

Exhibit B

BEFORE THE SURFACE TRANSPORTATION BOARD

NEBKOTA RAILWAY, INC.                    )  
  )  
ABANDONMENT EXEMPTION --                )                AB 988X  
  )  
IN CHERRY AND SHERIDAN                 )  
COUNTIES, NE                            )

DECLARATION OF STUART GASSNER

I, Stuart Gassner, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am currently retired from the railroad industry and reside in Florida. However, during the relevant time period to this proceeding, I served as Associate General Counsel of the Chicago & North Western Transportation Company ("CNW"). In that position, I was responsible for regulatory matters including matters before the Interstate Commerce Commission ("ICC"), the predecessor of the Surface Transportation Board ("STB"). In particular, I was responsible for processing the matters in AB 1 (Sub-no. 230) and responsible overall for implementing the parties' understandings in the Master Agreement which was in turn implemented by ICC's decision in AB 1 (Sub-no. 249X). A copy of the Master Agreement (without attachments) is annexed to the "Request for Public Use Conditions" filing made by Nebraska Game and Parks Commission ("Nebraska") and Rails to Trails Conservancy ("RTC") in the above-captioned proceeding. I will therefore not attach it here. Given my role at CNW, I was involved in the drafting of the Master Agreement and I also provided the overall supervision to assure that the understandings of the parties were accurately represented.

2. I have familiarized myself with the current controversy between Nebkota Railway, Inc. ("Nebkota") and Nebraska by reading various pleadings and letters including the letter from Mr. Montange dated January 3, 2006, to the representative of Nebkota, Mr. Kahn, and Mr. Kahn's reply dated January 4, 2006, in which Mr. Kahn asserts that all of Nebraska's rights under the Master Agreement expired after ten (10) years. Mr. Kahn and Nebkota are in error as such an assertion is contrary to the intent of the parties and to the plain language of the Master Agreement signed by Nebkota, CNW and RTC.

3. The Master Agreement represents a settlement of a long and contentious dispute between CNW and the State of Nebraska over the

Cowboy Line which ran from Norfolk (MP 83.3) to Chadron (MP 404.5). It was CNW's and the State's intent to convert the line to a trail over the entire line between Norfolk and Chadron while at the same time trying to accommodate the desire of certain west end shippers in an attempt to run a short line from Merriman at MP 331 to Chadron. This intent was accomplished by CNW selling the line between Norfolk and Merriman for trail purposes to the RTC for \$6.2 million. The remaining roughly 83 miles was sold to Nebkota for nominal consideration (only \$10) but upon certain stated conditions.

4. CNW was very skeptical of whether Nebkota could succeed or for how long it would actually run the shortline operation in whole or in part. In addition, CNW had just negotiated a value of almost \$23,000 per mile for the line east of Merriman with RTC, which basically represented the value of the track steel and its fastenings. The roughly 83 miles of track material between Merriman and Chadron represented a substantial value that CNW feared Nebkota could secure by stopping operations shortly after acquiring that portion of the track for \$10. This would be an unfair windfall for Nebkota. Paragraph 4(b) of the Master Agreement provides for a reversion to CNW of track material if operations ceased within 10 years of sale to Nebkota, as well as a security interest in favor of CNW in the track material for that 10 year period. During this time, the track was to be maintained to no less than FRA class 1 standards.

5. There are other requirements and obligations undertaken by Nebkota in the Master Agreement which are not of a limited duration. Paragraph 4(c) provides for Nebkota's obligation, upon request in the event of discontinuance or abandonment in whole or in part of the line it acquired, to agree to interim trail use and rail banking of the property abandoned or discontinued. Such a use would eliminate any issues or contentions pertaining to right of way reversion under state law and implement the parties' intent that the entire line become a trail if rail use ceased. Nebkota was also required to grant an easement over its acquired property to RTC which effectively would operate during the time of operation of that line by Nebkota, however long the line operated. Upon abandonment, Nebkota was to agree to interim trail use. No time limit is imposed in paragraph 4(c) unlike 4(b). Also, paragraph 4(b) deals with who gets the track and material in the event operations cease within 10 years, while 4(c) deals with Nebkota's continuous obligation to convey the right of way including bridges, culverts and similar structures to RTC (or its assignee Nebraska) in the event of abandonment or discontinuance. This required conveyance preserves the right of way for a trail as the parties intended.

5. If Nebkota has met the requirements of operation for 10 years as specified in Paragraph 4(b), it would be entitled to the track material from the line it seeks to abandon, whether by application, notice or petition -- but Nebkota is obligated to agree to a trail use and railbanking of the real estate, bridges, culverts and similar structures to preserve the integrity of the Cowboy Trail as required by Master Agreement paragraph 4(c).

Pursuant to 28 U.S.C. § 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on:

1/26/06

at Pierre, South Dakota  
  
Stuart Gassner

Exhibit C

Dkt. AB 988X  
NEBKOTA RAILWAY, INC. –  
ABANDONMENT EXEMPTION –  
IN SHERIDAN AND CHERRY COUNTIES, NE  
DECLARATION  
OF  
MARTHA GADBERRY

I, Martha Gadberry, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am currently a private consultant in Lincoln, Nebraska. During the period of attempted abandonment by the C&NW from 1990 through 1993, I was Senior Policy Advisor to Governor Nelson with responsibilities for transportation, rural and economic development issues. I was appointed by the Governor as the Project Manager to coordinate shippers, legislators, state agencies, the Attorney General's office and special attorneys, lobbyists, Congress, and media efforts to oppose abandonment of the Cowboy Line owned by C&NW through 1993. For three years we worked with shippers, potential short line operators, county officials and the state legislature to develop options that would save the entire line for future generations. If it could not be operated profitably as a railroad, then the state was committed to work to preserve the right of way for future economic possibilities for cities and counties along the line. We never wavered in our intent that the entire line should remain intact for future generations.

2. I am attaching to this Declaration a press release issued on behalf of Governor Nelson on December 28, 1993, announcing that a deal had been reached to preserve the Cowboy Line. The last line on the first page states that "[i]n the event the short line between Chadron and Merriman ceases operation, the agreement provides that this portion of the line will be turned over to the Nebraska Game and Parks Commission at no charge." This clear and contemporaneous expression of intent by the Governor corroborates my own recollection. The statement also reflected the major terms and conditions agreed to by all parties involved: the State of Nebraska, Game and Parks Commission, Rails to Trails Conservancy, representatives of the shippers' coalition from Merriman to Chadron, senators representing districts along the line and the C&NW. This statement still reflects my understanding of the agreement and the intent of the state.

3. Subsequent articles in the Omaha World Herald (copy attached), but dates unknown, reflect the substance of both the press release and the agreements made during the work session in the Governor's mansion to finalize the three way agreement between C&NW, Nebkota shippers, and Rails to Trails Conservancy with the State of Nebraska Game and Parks Commission receiving the property.

4. The State of Nebraska and the proposed owners and attorney for Nebkota agreed that a trail could be developed to run parallel and in the right of way of the operating short line railroad from Merriman to Chadron, indicating their agreement that the trail should continue west from Merriman. The gift of ownership of the 74 mile line for \$10 was enormous and it is my recollection that it was understood at the time by all

participants that the ownership carried with it commitments to the concept of an uninterrupted trail from Norfolk to Chadron. Although I am not in possession of any of the documents at this time, the press release reflects the contents of the documents in my possession in December 1993.

Pursuant to 28 U.S.C. § 1746, I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 31, 2006

Signature

*Martha Indberry*

# STATE OF NEBRASKA

**EXECUTIVE SUITE**

P.O. Box 94848  
Lincoln, Nebraska 68509-4848  
Phone (402) 471-2244



**E. Benjamin Nelson**  
Governor

News Release  
December 28, 1993

## NELSON SAYS AGREEMENT REACHED ON NORTHERN RAIL LINE

Lincoln -- Governor Ben Nelson announced today that agreement has been reached concerning the future of the 320-mile Chicago and NorthWestern (C&NW) northern rail line. The agreement calls for continued rail service and development of a recreational trail between Chadron and Merriman. From Merriman to Norfolk, the line will be railbanked which allows the corridor to be used for wildlife habitat and trail development until rail service is reestablished. The agreement provides a short-term option for parties interested in operating a short line from Neligh to Norfolk to acquire that portion of the line.

"We are pleased that the parties involved stepped forward with a reasonable alternative to abandonment, which was imminent," Nelson said. "This line has provided economic benefit to Nebraskans for more than 100 years and the tradition will continue through renewed rail service as well as habitat and trail development. No public funds will be spent to acquire the line or the corridor for the trail. I am very pleased that the state was able to assist in forging this agreement."

Under the agreement, shippers in western Nebraska from Chadron to Merriman will have rail service provided by a new Nebraska-based company called NEBKOTA. NEBKOTA will not be obligated to make any purchase payment to C&NW or the Rails to Trails Conservancy (RTC) as long as operations continue.

Glen Price, President of the NEBKOTA line, said he is pleased with the agreement.

"We are ready to begin providing the rail service that shippers in western Nebraska have wanted for some time," Price said. "The Governor really hung in there with us to try to get service restored and I am very pleased that we succeeded."

The service will begin operation as soon as federal and state regulations permit. C&NW plans to petition the Interstate Commerce Commission for an exempt abandonment to make immediate implementation possible.

In the event the short line between Chadron and Merriman ceases operation, the agreement provides that this portion of the line will be turned over to the Nebraska Game and Parks

Commission at no charge.

From Merriman to Norfolk, the corridor will be saved under the Interim Trail Use/Railbanking provision of federal law. The RTC will purchase the line for around \$6.2 million and turn it over to the Game and Parks Commission for development of a trail system and railbanking. The Commission will take a final vote on accepting the property January 6, 1994. The agreement also

calls for a short-term option for acquisition for a short line operation between Neligh and Norfolk.

"A first class recreational trail, the 'Cowboy Trail,' will come into existence thanks to this agreement and legislation adopted this spring," said Charles Montange, attorney for the RTC and one of the negotiators with C&NW. "This trail will be the longest such facility in the country and will spawn economic development opportunities for business and towns along the line."

Under LB739 adopted by the Nebraska Legislature in 1993, the land that is not developed for a trail could be made available by the Game and Parks Commission to adjacent landowners through cooperative agreements for uses compatible with the habitat and trail purposes of the Act.

"Nebraskans benefit from continued rail service and preservation of the corridor as a new link in the trail network across the state," Nelson said. "I want to compliment all the parties who helped make this agreement possible. Scores of people and several state agencies worked hard to make this happen."

FAX NO.

FROM :

# Donation to Create Longest U.S. Trail

BY BILL HORD  
WORLD-HERALD BUREAU

Lincoln — A national-trails organization will contribute \$6.2 million to preserve Nebraska's northern railroad right of way for the longest hiking trail in the United States.

In an agreement announced Tuesday by Gov. Nelson, 247 miles of the 320.5-mile Chadron-to-Norfolk line will be purchased by the Rails to Trails Conservancy and given to the Nebraska Game and Parks Commission.

The western portion of the line, about 73.5 miles from Chadron to Merriman, will be owned by a new company — Nebkota Railway Inc. — made up of shippers. That portion of the line will be maintained for light shipping.

The agreement allows a recreation trail to be developed parallel to Nebkota's line.

"Nebraskans benefit from continued rail service and preservation of the corridor as a new link in the trail network across the state," Nelson said.

Besides the \$6.2 million payment from the trails group, Chicago & North Western Transportation Co. will receive salvage value of the Chadron-Merriman section if Nebkota stops operations in the next 10 years.

The salvage value of track and ties from the Merriman-Norfolk portion will reimburse the trails group for its initial \$6.2 million expense, said Martha Gadberry, a representative for Nelson in the negotiations.

The Game and Parks Commission is expected to vote to accept its portion of the right of way at its regular meeting Jan. 6.

"A first-class recreational trail, the  
Please turn to Page 16, Col. 3

## Deal to Give Nebraska Longest Trail in U.S.

Continued from Page 13

Cowboy Trail, will come into existence thanks to this agreement and legislation adopted this spring," said Charles Montange, a Seattle attorney for the Rails to Trails Conservancy.

"This trail will be the longest such facility in the country and will spawn economic-development opportunities for business and towns along the line," Montange said.

Montange represented the trails group in negotiations that included shippers along the line, sometimes known as the Cowboy Line. C&NW and the Governor's Office.

The final agreement has been years coming. C&NW indicated its interest in abandoning the track as early as 1989.

The Nebraska Legislature last year passed Legislative Bill 739, which allows the Game and Parks Commission to accept the line as a gift.

"No public funds will be spent to acquire the line or the corridor for the trail," Nelson said.

Ms. Gadberry said the goal of the agreement is to encourage donations, both from private sources and local governments, to develop the recreation trail.

"Communities might want to contribute to enhance their tourism attractions," Ms. Gadberry said.

C&NW had declared the northern line unprofitable and, after a series of hear-

ings and motions with the Interstate Commerce Commission, was on the verge of getting ICC approval for abandonment.

Shippers and the state had fought the abandonment, claiming it would place an undue economic hardship.

Nebkota President Glenn Price, manager of Ag Process Corp. of Gordon, said the organization of the shortline railroad is still taking shape.

He said the rail service would probably be similar to what C&NW provided in recent years.

"Basically, it will be once a week, sometimes twice and maybe three times. There may be weeks where we won't run at all," Price said.

"It'll be fun. We won't have to go on a schedule."

Price said the agreement "is not the best, but it's darn sure better than nothing."

### Replacement Not Picked For State Brand Director

Lexington (AP) — The director of the Nebraska Brand Committee is expected to retire this week, but a new agency director probably won't be chosen until early next year, Secretary of State Allen Beermann said Monday.

Arthur Thomsen of Alliance is retiring for health reasons. For 27 years, Thomsen kept track of the committee's transactions and records.

# Trail Seen as Spur to Economy

BY FRED THOMAS  
WORLD-HERALD STAFF WRITER

Developing a 321-mile recreational trail in Nebraska would create opportunities for outdoor enthusiasts and economic benefits for communities, the president of the Nebraska Trails Council said Tuesday.

Field work on the Cowboy Trail, between Chadron and Norfolk, will begin in 1995, said Don Van Driest of Omaha.

The trail will be built on and along abandoned Chicago & North Western Railroad right-of-way, and rails will be removed, Van Driest said. The right-of-way will be preserved for possible use by hikers in the years ahead.

He commented as representatives of the state, railroad and the Rails to Trails Conservancy agreed to develop a trail between Norfolk and Chadron on the old Cowboy Line.

The trail would be the longest in the nation on railroad right-of-way, said Van Driest.

He said the trail would be gravel, and probably 6 feet to 8 feet wide. Bridges would be planked and side railings would be added.

JEFF SANDY/THE WORLD-HERALD  
A house at 1777 N. 40th St. The gun died more than two weeks later.

erected along the route to improve safety.

Last month, Rails to Trails and Gov. Nelson announced that the group would contribute \$6.2 million to preserve the right-of-way.

The Washington, D.C.-based conservancy, a nonprofit group that saves abandoned railroad corridors for trails and other public uses, will give 247 miles of the line to the Nebraska Game and Parks Commission to manage as a trail.

The western 74 miles will be owned by a new company — Nebraska Railway, Inc. — and will be used for light shipping. In that stretch, from Merriman to Chadron, a recreation trail would be developed next to Nebraska's line.

Tuesday, the conservancy and state officials agreed to enter a contract to create the trail, Van Driest said.

Charles Montague, attorney for the conservancy, said: "We intend to transfer all real estate and bridges, and to arrange for the roadbed to be prepared and graded for basic hiking, equestrian and bicycling purposes, all at no cost to the state."

"Additionally, we intend to contribute a significant sum to the Game and Parks Commission to cover initial expenses." Montague is a Seattle attorney who

has relatives in O'Neill, Neb., which is on the route.

He said he hopes the Cowboy Trail can be connected to other proposed trails to create a trail across northern Nebraska, and into South Dakota's Badlands and Black Hills.

The Cowboy Trail would be open to hikers, bicyclists, horseback riders, bird-watchers and others — but not to motorized vehicles.

Van Driest said most Cowboy Trail users likely would pick one segment at a time to hike or bicycle.

He envisioned people going to a community along the line, staying at a motel, campground or bed and breakfast, and using a segment of the trail, then exploring the community.

Some people may trek, for instance, from Norfolk to Neligh, having their car shuttled to Neligh so it is there when they arrive.

Trails bring business to restaurants, motels, bed and breakfasts, hardware stores, outfitting shops and others, Van Driest said.

He said trails have boosted the economies of Wisconsin and other states. Such towns as Sparta, Wis., have benefited considerably from a trail.

De 09:01 P 2

FRX NO.