RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY AND SANITARY AND IMPROVEMENT DISTRICT (SID) 330 FOR ROAD IMPROVEMENTS TO A PORTION OF GOLD COAST ROAD (Gold Coast Rd- Phase 2, R & R Commerce Park Development)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, et seq., an Interlocal Cooperation Act Agreement has been proposed between the Sanitary and Improvement District (SID) 330 and Sarpy County (hereinafter “Agreement”) for allocation of the cost of certain road improvements to a portion of Gold Coast Road, from the existing pavement at Gold Coast Road traveling west through the intersection of Gold Coast Road and 146th Street, approximately 595 linear feet as further outlined in said Agreement; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director (or his designee) are authorized to take such other actions as may be necessary under the terms of said Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of November, 2018.

Attest
SEAL

Sarpy County Board Chairman
County Clerk
MEMORANDUM
November 15, 2018

TO: Sarpy County Board of Commissioners
FROM: Nicole L. Spitzenberger, Deputy Sarpy County Attorney
RE: Sarpy County – Sanitary and Improvement District 330 (SID 330) Interlocal
Cooperation Agreement for improvements to Gold Coast Road

SID 330 is presently undertaking the development of real property generally located on the
northwest corner of Highway 50 and Gold Coast Road, known as R & R Commerce Park. In
2018, SID 330 and the County previously entered into an agreement at Resolution 2018-10 for
the improvement of a portion of Gold Coast Road adjacent to the first phase of the
development. SID 330 is now expanding the development and would like to contract with the
County for construction of additional improvements to Gold Coast Road beginning at the
existing pavement and ending at the west side of the intersection of Gold Coast Road and 146th
Street. SID 330 will be the lead agency and expects to construct the improvements in the Spring
of 2019. The estimated cost for this second phase of improvements is approximately
$296,682.99 with the County’s cost at $102,850.61 payable after July 1, 2022 upon receipt of an
invoice from SID 330.

Please contact me with any questions.

Nicole L. Spitzenberger

CC: Dan Hoins
    Scott Bovick
    Brian Hanson
    Denny Wilson
    Pat Dowse
INTERLOCAL COOPERATION AGREEMENT
(R&R Commerce Park Phase II)

This Agreement is made as of the dates indicated at the signatures below by and between Sanitary and Improvement District No. 330 of Sarpy County, Nebraska (hereinafter “District”), and the County of Sarpy, State of Nebraska (hereinafter “County”). Collectively, District, and County are hereinafter sometimes referred to as the “Parties”.

RECITALS

The County is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

District is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

In order to promote the health, safety, and welfare of the residents of all of the parties to this Agreement and pursuant to the authority granted to the parties per the Interlocal Cooperation Act, Section 13-801, et. seq., Sarpy County and District are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

District is presently undertaking the development of real property generally located on the northwest corner of Highway 50 and Gold Coast Road which is legally described on Exhibit A-1 (hereinafter “Development Area”) and depicted on Exhibit A-2, the proposed Final Plat of R&R Commerce Park Replat One.

The City of Papillion has zoning jurisdiction and control over the Development Area and County has the jurisdiction and control of Gold Coast Road. Parties previously entered into an agreement at Resolution 2018-10 for the improvement of that portion of Gold Coast Road identified as the “Phase 1 Paving” within said agreement. It is in the best interests and would be mutually advantageous to the County and District to improve at this time, pursuant to the terms of this Agreement, a portion of Gold Coast Road adjacent to Outlot A specifically, “Phase 2 Paving” as generally shown on Exhibit "B" attached hereto and incorporated herein by this reference and hereinafter referred to as the “Improvement Plan”.

NOW, THEREFORE, in consideration of the covenants herein set forth, the County and DISTRICT do hereby agree and contract with each other as follows:
1. **Definitions.** As used herein, the following terms shall have the following meanings:

   a. **Actual Total Costs.** The term "Actual Total Costs" shall mean the complete final cost of construction of the Gold Coast Road Improvements, including, without limitation, design costs, engineering fees, right-of-way acquisition, any environmental studies or documentation, testing expenses, construction administration, and related fees and expenses. The Actual Total Costs of the Gold Coast Road Improvements shall not include any costs for attorney’s fees, publication costs, accounting, financing, or acquisition of financing, incurred by any Party.

   b. **Agreement.** The term “Agreement” shall mean this Interlocal Cooperation Agreement and all Exhibits to this Agreement.

   c. **County Board.** The term “County Board” shall mean the County Board of Commissioners of Sarpy County, Nebraska.

   d. **Development Area.** The term “Development Area” shall mean the development legally described in Exhibits A-1 and A-2.

   e. **Gold Coast Road Improvements.** The term "Gold Coast Road Improvements" shall mean that portion of Gold Coast Road which will be improved pursuant to the terms of this Agreement as described in Section 2 below and shown on the Improvement Plan.

2. **Gold Coast Road Improvements.** The Gold Coast Road Improvements will include creation of a two (2) lanes of paved roadway which ties into the existing pavement on the east and travels west through the intersection of Gold Coast Road and 146th Street, all as identified as “Phase 2 Paving” on the Improvement Plan, approximately 595 feet to include design, grading, drainage, and paving for two (2) lanes. Additionally, the Gold Coast Road Improvements will also include, without limitation, design, plans, specifications, engineering, any environmental studies or documentation, acquisition of additional right of way, change of grade, portland cement, relocation of utilities, installation of curbing and storm sewers or other drainage facilities, grading, paving, and related improvements, but shall not include the costs of any trails, lighting, sidewalks, recreational features, or fencing.

3. **146th Street Improvements.** At District's discretion, District will construct the 146th Street Improvements generally shown on the Improvement Plan. County shall not financially participate in the 146th Street Improvements.

4. **Incorporation of Recitals.** The Recitals set out above are hereby incorporated within and part of this Agreement.
5. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

6. **Plans and Design.** The District will contract with an engineering firm registered in the State of Nebraska (the "Engineering Contractor"), for the preparation of plans and specifications for the construction of the Gold Coast Road Improvements to be constructed pursuant to the Improvement Plan with the District being the lead agency. As the Lead Agency, the District shall have control and responsibility for the construction of the Gold Coast Road Improvements. Pursuant to Section 8 of this Agreement, the final plans and specifications for the Gold Coast Road Improvements set forth in the Improvement Plan shall be submitted to County for County’s review and written approval, which approval shall not be unreasonably withheld or delayed. Construction administration, construction management, staking and the public bidding of the Gold Coast Road Improvements set forth in the Improvement Plan shall be the performed by the District.

7. **Construction.** Subject to the conditions and provisions hereinafter specified, the District agrees to cause the Gold Coast Road Improvements to be constructed in accordance with the final plans and specifications. During the course of the construction of the Gold Coast Road Improvements set forth in the Improvement Plan, the County may at any time cause inspection of the work to insure compliance with the final plans and specifications. The Parties hereto agree that the County will own, operate and, at its cost, maintain all of the Gold Coast Road Improvements constructed or installed within the right-of-way upon expiration of the two (2) year period of guarantee referenced below until such time as these obligations are passed to another entity by operation of law, except for any sidewalk or bike trail. District shall maintain all sidewalks and bike trails. County will perform snow removal until such obligation is passed to another entity through annexation or by other operation of law.

   a. **Bids.** All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest responsible bid as determined pursuant to formal bidding requirements in accordance with the laws of the State of Nebraska and as thereafter approved by the Parties ("Actual Low Bid").

   b. **Guarantee Period.** Prior to the start of construction, all contractors performing work on the Gold Coast Road Improvements pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in full force and effect for a period of two (2) years following acceptance of the construction by District ("Guarantee Period"). Said performance bond shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws,
for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law. Additionally, all contractors performing work on the Gold Coast Road Improvements discussed herein shall expressly guarantee the work and materials described herein during the Guarantee Period. Further, Lead Agency shall require all contractors to (1) agree to correct and repair promptly all failures of any kind during the Guarantee Period and (2) deliver the work or materials in all respects in good condition and repair. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Gold Coast Road Improvements shall have no recourse against County or District for any costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the cost for the Gold Coast Road Improvements, construction oversight of the Gold Coast Road Improvements, or the design or preparation of plans and specifications for the Gold Coast Road Improvements.

c. Adherence. All contracts with third parties pertaining to the construction of Gold Coast Road Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency’s engineers for final payment upon completion and certification by the Parties in accordance with this Agreement.

8. **SARPY COUNTY ENGINEER SIGNATURE REQUIRED:** THE SARPY COUNTY ENGINEER OR HIS DESIGNEE IS REQUIRED TO SIGN THE FINAL CONSTRUCTION PLANS PRIOR TO THE LEAD AGENCY’S ACCEPTANCE OF THE BID. NOTWITHSTANDING ANY OTHER PROVISION WITHIN THIS AGREEMENT, IF THE SARPY COUNTY ENGINEER OR HIS DESIGNEE’S SIGNATURE IS NOT ON SAID CONSTRUCTION PLANS PRIOR TO THE LEAD AGENCY’S ACCEPTANCE OF THE BID, THE PARTIES AGREE THAT COUNTY SHALL HAVE NO FINANCIAL OBLIGATIONS FOR THE GOLD COAST ROAD IMPROVEMENTS ADDRESSED WITHIN THIS AGREEMENT.

9. **Gold Coast Road Improvements Cost Estimates.** The estimated costs for the Gold Coast Road Improvements are set forth in Exhibit C attached hereto and incorporated by reference (hereinafter “Estimated Construction Cost”). In the event that the Actual Low Bid for the Gold Coast Road Improvements received by the District is 20% or greater than the costs set forth in the Estimated Construction Cost, the Parties may reevaluate and review the proposed Gold Coast Road Improvements and perform a cost analysis on the Gold Coast Road Improvements. Notwithstanding any other provision herein, if the Actual Low Bid for the Gold Coast Road Improvements is 20% or greater than the Estimated Construction Cost, no Party shall be required to contribute to, pay, or otherwise participate in the cost of the Gold Coast Road Improvements or any portion thereof without further written agreement.

10. **Allocation and Payment of Design and Construction Costs.** Payment for the Actual Total
Costs shall be made by each of the Parties hereto in accordance with the terms of this Agreement. Parties will allocate appropriate funds in accordance with the estimates and pro-rata shares. Any Actual Total Costs exceeding the estimated construction costs shall be treated and proportionally paid the same as those costs depicted on the Estimated Construction Cost exhibit, unless otherwise provided for herein. The Actual Total Costs shall be split between the Parties as follows:

a. District Share: District shall pay 1/2 of the Actual Total Costs as set out herein (the "District Share"). However, District shall initially pay for the Actual Total Costs and may seek reimbursement for 1/2 of the Actual Total Costs as set out below.

b. County Share: Notwithstanding any other provision within this Agreement, the County shall reimburse the District for 1/2 of the Actual Total Costs of an equivalent rural roadway section only. The County shall not contribute nor pay for the costs associated with curbs, gutters, sidewalks or trails. Once the Gold Coast Road Improvements have been completed and the Actual Total Costs are known, after July 1, 2022, the District will submit an invoice to the County for the County Share of a rural roadway section only (the "Reimbursement Invoice"). The County shall pay within thirty (30) days after receipt of such statement.

c. South Property Share: If a third-lane is required to be constructed, the adjacent property owner to the south shall be responsible for the Actual Total Costs of the third-lane at the time the property to the south is developed (the “South Property Share”).

11. Abandonment of Development. The District is willing to begin the process for the development of the Gold Coast Road Improvements, which includes the designs, plans and specifications for the Gold Coast Road Improvements, acquiring right-of-way and easements and bid letting; provided, however, in the event District or the developer of District abandons development plans, by written notice to County, has completed or is in the process of having designs, plans and/or specifications drawn up, acquiring right-of-way or easements, or performing any other necessary work prior to the completion of bid letting, District shall be solely responsible for the entirety of all such costs incurred by District. “Abandons Development Plans” shall be defined as District or the developer of District electing to no longer construct its primary development project or District’s and/or the developer of District’s failure to execute and record the final plat and enter into all of the necessary development agreements within one year of County’s execution of this Agreement. In the event District or the developer of District Abandons Development Plans after District has completed the bid awards for the Gold Coast Road Improvements, then County and District will promptly determine a reasonable and logical termination point for such construction (each a "Termination Point") and the applicable District General Contractor will complete construction to such Termination Point. County and District agree to use good faith efforts to (i) establish a Termination Point that requires the least amount of additional construction as possible and (ii) cause the
applicable District General Contractor to return any unused materials which are not required to complete construction to the Termination Point(s) and are allowed to be returned to the supplier for a refund for the same. The Parties agree to remain proportionally responsible for the costs of the Gold Coast Road Improvements, unless otherwise provided for herein. District shall be solely responsible and pay for any restocking and/or shipping fees or other costs related to such returns. After July 1, 2022, County shall reimburse District for County’s proportionate share of the construction costs less any restocking or shipping fees within thirty (30) calendar days after receiving copies of the final pay request for the completion of construction to the Termination Point.

12. Timing of Work: It is the mutual desire and intention of the Parties that the Gold Coast Road Improvements set forth in the Improvement Plan will likely be constructed in the Spring of 2019. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner. Construction of Gold Coast Road Improvements shall commence within three years of the date of the County signature. If construction of Gold Coast Road Improvements has not commenced within three years of said signature, County shall not have any obligation to participate in any way, financially or otherwise in the construction of the Gold Coast Road Improvements described in this Agreement. For the purposes of this Section 12, Construction of Gold Coast Road Improvements shall mean the District contractor has physically started to construct the Gold Coast Road Improvements as described herein.

13. Land Acquisition and Utility Relocation: The District shall be responsible for acquiring all public right-of-way and temporary construction easements necessary for the grading and construction of the Gold Coast Road Improvements, at no expense to County. If the final costs for right of ways or easements are 20% or greater than the estimated right of way/easement acquisition costs as identified in the Estimated Construction Cost, then prior to finalizing the land acquisition, the District shall obtain County’s written approval for the increased right of way/easement acquisition cost. In the event either Party must initiate eminent domain proceedings to obtain any additional right-of-way or easements, the Parties agree to pay in the same proportion as the Right-of-Way Acquisition costs shown on Estimated Construction Costs and in accordance with Section 7. All costs for the right-of-way and/or easement acquisition include, but are not limited to, litigation incurred by District or County in order to obtain a condemnation appraisal award from the Sarpy County Court, attorney’s fees, appraiser’s fees, expert’s fees, and court costs. In the event the condemnee appeals such condemnation award, the Parties agree to proportionally pay all costs of such appeal to any court, including, but not limited to, the court’s condemnation award, interest, expert’s fees, appraisal fees, and court costs. District shall immediately notify County of any eminent domain/condemnation or appeal proceedings related to land acquisition. District shall obtain County’s written approval for any settlement of any eminent domain/condemnation proceedings or appeal thereof. There are no utility relocations necessary or required for the construction of the Gold Coast Road Improvements.
14. **Records.** The Engineering Contractor, as agent for District, shall maintain records of all Construction Costs incurred by District in connection with the Gold Coast Road Improvements, and County shall have the right to audit and review such records at any time to assure that such records are accurate.

15. **Duration.** This Agreement shall continue until such time as the obligations of the Parties under this Agreement have been completed, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.

16. **Appointment of Administrators.** The District shall be the lead agency for this Agreement. The Sarpy County Engineer shall administer this Agreement on behalf of the County, Olsson Associates shall administer this Agreement on behalf of District.

17. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

18. **Drug Free Policy.** Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

19. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

20. **Entire Agreement.** This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.

21. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

22. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic
verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

23. **Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

24. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

26. **Indemnification.** Each Party agrees to release, indemnify and hold harmless (“Indemnifying Member”) each other Member (“Indemnified Member”) and said Indemnified Member’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the terms and requirements of this Agreement.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed on the dates indicated with the signatures below.

[Signature Pages Follow On Next Page]
Executed by the County of Sarpy, Nebraska, this ___ day of ____________, 2018.

COUNTY SARPY, NEBRASKA

By:____________________________
   Chairman

ATTEST:                           APPROVED AS TO FORM:

______________________________  By: _______________________
County Clerk                      Deputy County Attorney
Executed by Sanitary and Improvement District No. 330 of Sarpy County, Nebraska, this 15 day of November, 2018.

SANITARY AND IMPROVEMENT DISTRICT NO. 330 OF SARPY COUNTY, NEBRASKA,

By: __________________________
  Chairman

ATTEST:

______________________________
  Clerk
LEGAL DESCRIPTION

BEING A REPLAT OF LOT 1, R & R COMMERCE PARK, A PLATTED AND RECORDED SUBDIVISION AND A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF S86°54'52"W, 141.96 FEET; THENCE N03°05'08"W, 50.00 FEET TO A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF GOLD COAST ROAD AND THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 50, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF GOLD COAST ROAD FOR THE FOLLOWING THREE (3) DESCRIBED COURSES; (1) S86°54'52"W, 570.29 FEET; (2) S03°05'08"E, 15.00 FEET; (3) THENCE S86°54'52"W, 514.46 FEET; THENCE S03°05'08"E, 35.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE OF THE NORTHEAST QUARTER, S86°54'52"W, 144.58 FEET; THENCE N03°05'08"W, 35.00 FEET; THENCE S86°54'52"W, 589.93 FEET; THENCE N03°05'08"W, 106.73 FEET; THENCE N86°54'52"E, 589.93 FEET; THENCE N03°05'08"W, 974.80 FEET TO A POINT OF CURVATURE; THENCE ON A 137.50 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 108.03 FEET (LONG CHORD BEARS N19°25'18"E, 105.27 FEET); THENCE N41°55'44"E, 75.84 FEET TO A POINT OF CURVATURE; THENCE ON A 87.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 68.72 FEET (LONG CHORD BEARS N19°25'41"E, 66.97 FEET) TO A POINT ON THE SOUTH LINE OF HIGHWAY CROSSING, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA; THENCE ON SAID SOUTH LINE OF HIGHWAY CROSSING N86°55'39"E, 1101.34 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 50; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF HIGHWAY 50 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES; (1) S02°13'10"E, 752.68 FEET; (2) S05°14'21"E, 526.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 1,622,869.12 SQ. FT. OR 37.256 ACRES MORE OR LESS.

EXHIBIT "A-1"
LOTS 1 AND 2, INCLUSIVE, AND OUTLOTS A AND B, INCLUSIVE
R&R COMMERCE PARK
PLAT LEGAL DESCRIPTION WITH METES AND BOUNDS
EXHIBIT "A-2"

LEGAL DESCRIPTION

The plat of a platted and recorded subdivision a tract of land located in the Northeast Quarter of Section 35, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Southwestern corner of said Northeast Quarter of the South Half of the Northeast Quarter, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, and thence east on the Northwest line of said Northeast Quarter, thence south on the South line of said Northwest Quarter, thence west on the North line of said Northeast Quarter and thence on the South line of said Northwest Quarter for a distance of 1622.86912 square feet to the point of beginning, the said tract of land containing a calculated area of 1622.86912 square feet, or 37.256 acres, more or less.

APPROVAL BY CITY OF PAPILLION ENGINEER

APPROVAL BY CITY OF PAPILLION PLANNING COMMISSION

APPROVAL BY CITY OF PAPILLION COUNCIL

SARPY COUNTY TREASURER’S CERTIFICATE

SURVEYOR’S CERTIFICATION


dated 08.01.18

NOTES

1. All internal lines are radial, perpendicular unless otherwise noted as radial and linear.
2. All internal lines are W.C. unless otherwise noted.
3. Radius measured to center of curves and measured to the chord of said curve.
4. Accuracy checks were performed bytriangle and compass.
5. Survey is a business association, or owner that have exclusive use to the outlots.

DEDICATION

In consideration of the premises that we, SARPY INDUSTRIAL, LLC, an Iowa limited liability company, owners of the property described in the plat of a plat of R & R Commerce Park replat one, lots 1 thru 2 and outlots "A" & "B", Sarpy County, Nebraska, in Sarpy County, Nebraska, for the purpose of providing easements for the exclusive use to the outlots, maintained by the developer, the SID, a business association, or owners that have exclusive use to the outlots.

The plat of R & R Commerce Park replat one, lots 1 thru 2 and outlots "A" & "B", and the existing easements are shown for reference only and are not being re-dedicated.

No direct access shall be permitted on the 16-foot-wide easement on Highway 50 from Lot 1.

Angles measured adjacent to curves are measured to the chord of said curve.

All internal angles are 90° unless otherwise noted.

The South Half of the Northeast Quarter of Section 35, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

REVIEW BY SARPY COUNTY PUBLIC WORKS


SARPY COUNTY TREASURER

SARPY COUNTY PLANNING COMMISSION CHAIRMAN

APPROVAL BY CITY OF PAPILLION COUNCIL

APPROVAL BY CITY OF PAPILLION ENGINEER

APPROVAL BY CITY OF PAPILLION PLANNING COMMISSION

APPROVAL BY CITY OF PAPILLION PLANNING COMMISSION CHAIRMAN

CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID SURVEY AND EMBRACE WITHIN THE PLAT, HAVE CAUSED SAID SURVEY AND EMBRACE WITHIN THE PLAT, HAVE CAUSED SAID SUBDIVISION AND A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 11, EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE HEREBY RATIFIED AND APPROVED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS.

EXHIBIT "A-2"

www.olssonassociates.com

Omaha, NE 68106

2111 South 67th Street, Suite 200

TEL  402.341.1116

STEVEN K. GAER

EXECUTIVE VICE PRESIDENT

JEFFREY L. THOMPSON, PE, CPESC, CFM

APPROVAL BY CITY OF PAPILLION ENGINEER

THE PLAN OF R & R COMMERCE PARK REPLAT ONE, LOTS 1 THRU 2 AND OUTLOTS "A" & "B", WAS APPROVED BY THE POPULATION CITY ENGINEER.

ON THIS DAY OF , 2018.

APPROVAL BY CITY OF PAPILLION PLANNING COMMISSION

APPROVAL BY CITY OF PAPILLION COUNCIL

APPROVAL BY CITY OF PAPILLION PLANNING COMMISSION

APPROVAL BY CITY OF PAPILLION COUNCIL

APPROVAL BY CITY OF PAPILLION ENGINEER

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APPROVAL BY CITY OF PAPILLON COUNCIL

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EXHIBIT C
ESTIMATED CONSTRUCTION COSTS
for
GOLD COAST ROAD

Project Name: R&R Commerce Park
Phase 2 - Gold Coast Road
General Obligation

Assumptions:
Urban Section with curb, gutter, and storm sewer
North 2 lanes, only
County is only responsible for one lane equivalent of a rural section. County is responsible for items 101 - 110, not 111 - 116. Additionally, County will not participate in Legal, Fiscal, Interest fees.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Subgrade Preparation (Established Quantity)</td>
<td>1,725.00</td>
<td>SY</td>
<td>$2.50</td>
<td>$4,312.50</td>
</tr>
<tr>
<td>102</td>
<td>Construct 9-Inch Concrete Pavement (Type L65)</td>
<td>1,725.00</td>
<td>SY</td>
<td>$55.00</td>
<td>$94,875.00</td>
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<tr>
<td>103</td>
<td>Construct Concrete Header</td>
<td>24.00</td>
<td>LF</td>
<td>$20.00</td>
<td>$480.00</td>
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<tr>
<td>104</td>
<td>Install Concrete Washout</td>
<td>1.00</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>105</td>
<td>Install End of Road Markers</td>
<td>3.00</td>
<td>EA</td>
<td>$250.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>106</td>
<td>Install Street Name Signs and Posts</td>
<td>3.00</td>
<td>EA</td>
<td>$250.00</td>
<td>$750.00</td>
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<tr>
<td>107</td>
<td>Install Seeding - Type B (Established Quantity)</td>
<td>1.00</td>
<td>AC</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>108</td>
<td>Install Cover Crop Seeding (Established Quantity)</td>
<td>1.00</td>
<td>AC</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<td>109</td>
<td>Install Rolled Erosion Control - Type II</td>
<td>2,500.00</td>
<td>SY</td>
<td>$5.00</td>
<td>$12,500.00</td>
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<td>110</td>
<td>Provide Temporary Traffic Control</td>
<td>1.00</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>111</td>
<td>Construct 4&quot; PCC Sidewalk</td>
<td>3,000.00</td>
<td>SF</td>
<td>$4.00</td>
<td>$12,000.00</td>
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<tr>
<td>112</td>
<td>Construct Curb Ramp</td>
<td>240.00</td>
<td>SF</td>
<td>$12.50</td>
<td>$3,000.00</td>
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<tr>
<td>113</td>
<td>Construct Detectable Warning Panel</td>
<td>60.00</td>
<td>SF</td>
<td>$20.00</td>
<td>$1,200.00</td>
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<tr>
<td>114</td>
<td>Construct Curb Inlet - Type I</td>
<td>1.00</td>
<td>EA</td>
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<td>$4,000.00</td>
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<tr>
<td>115</td>
<td>Construct Curb Inlet - Type III</td>
<td>4.00</td>
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<td>$16,000.00</td>
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<tr>
<td>116</td>
<td>ROW Acquisition</td>
<td></td>
<td></td>
<td></td>
<td>$2.50</td>
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</tbody>
</table>

Contingency (Sarpy Co. Responsible Items): 20% $28,333.50
Contingency (Non-Sarpy Co. Responsible Items): 20% $7,240.00

Estimated Construction Costs: $213,441.00

Estimated Soft Costs:
- Engineering Design and Construction (Sarpy Co. Responsible Items): 21.0% $35,700.21
- Engineering Design and Construction (Non-Sarpy Co. Responsible Items): 21.0% $9,122.40
- Legal, Fiscal, Admin, Interest (Non-Sarpy Co. Responsible Items): 18.0% $38,419.38

Total Estimated Costs: $296,682.99

Reimbursements:
- Sarpy County: 50.0% $102,850.61

Total Reimbursements: $102,850.61