

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee  
FROM: Eric Williams, Natural Resources Planner  
SUBJECT: Daniell Trail Amended and Restated Interlocal Agreement  
DATE: March 2, 2016

In order to provide additional access to trail and natural resources facilities, the District approved cost share through the Trails Assistance Program in FY 2015 for the Daniell Trail with Sarpy County as the lead agency. Initial construction bids were significantly above estimates and partners collectively agreed to re-bid the project. New bids were more competitive, and all partners agree that contributing additional funds to see this project completed is the best outcome.

	<u>Initial Bidding</u>	<u>Re-Bidding</u>
Engineer's Estimate	\$ 428,030	\$ 595,000
Low Bid	\$ 895,519	\$ 637,035

The original Interlocal Agreement has been updated to reflect the current timeline and funding contributions for the project. Partners for this project include Sarpy County, the City of Bellevue, SIDs 215, 171, and 186, and the District. The new trail will provide significantly increased access to the Keystone Trail for these neighborhoods along 25<sup>th</sup> Street and connecting near Capehart Road. Existing trail facilities will be upgraded, as well as new sections constructed, and sidewalks upgraded to provide better access and safer conditions for people riding bicycles, and people walking.

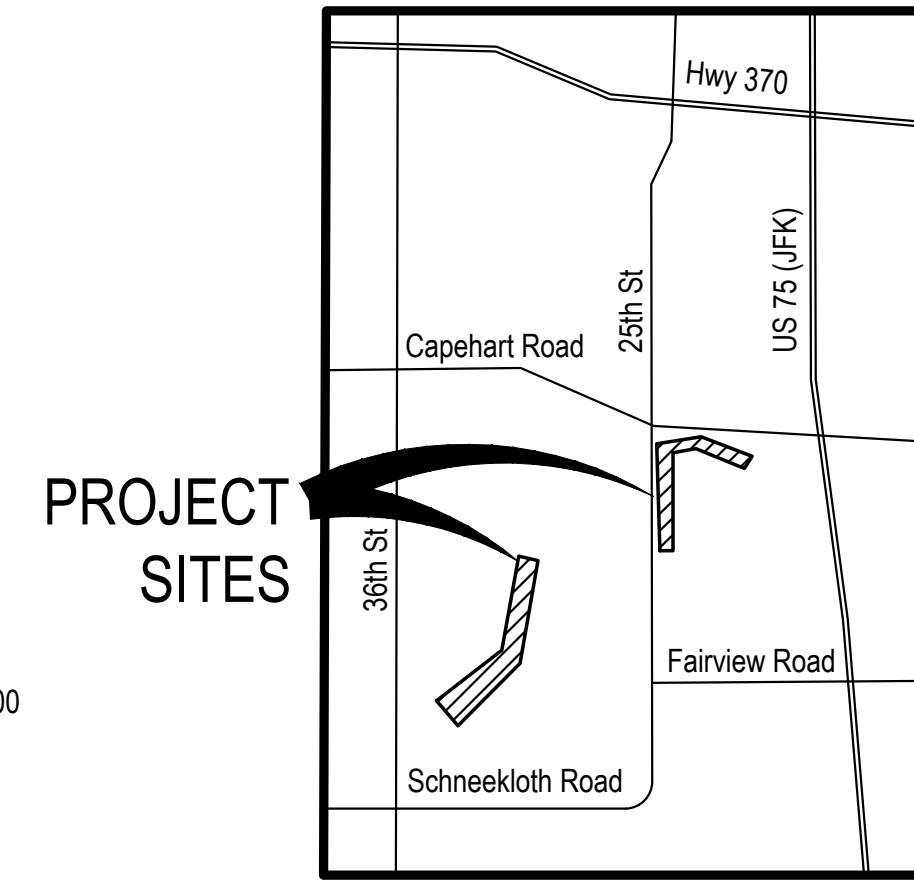
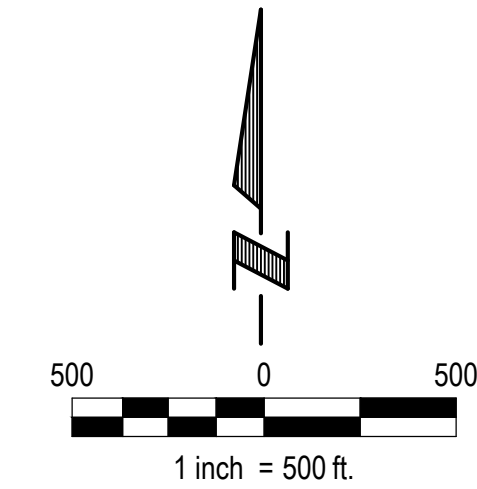
Original District funding for this project was \$125,000. All partners have increased their contribution in order to see this project completed. Under this updated Interlocal Agreement, the District's contribution will be \$184,975.71. Sarpy County as the sponsor of the TAP application, and the District have agreed to share the costs of change orders up to 15%. Additional funding will be contributed through the Trails Assistance Program in FY 2017.

- **It is recommended that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Amended and Restated Interlocal Cooperation Agreement for construction of the Daniell Trail, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.**

# DANIELL TRAIL

TWO SPRINGS, PIPERS GLEN, TREGARON, OAKHURST, & STONECROFT

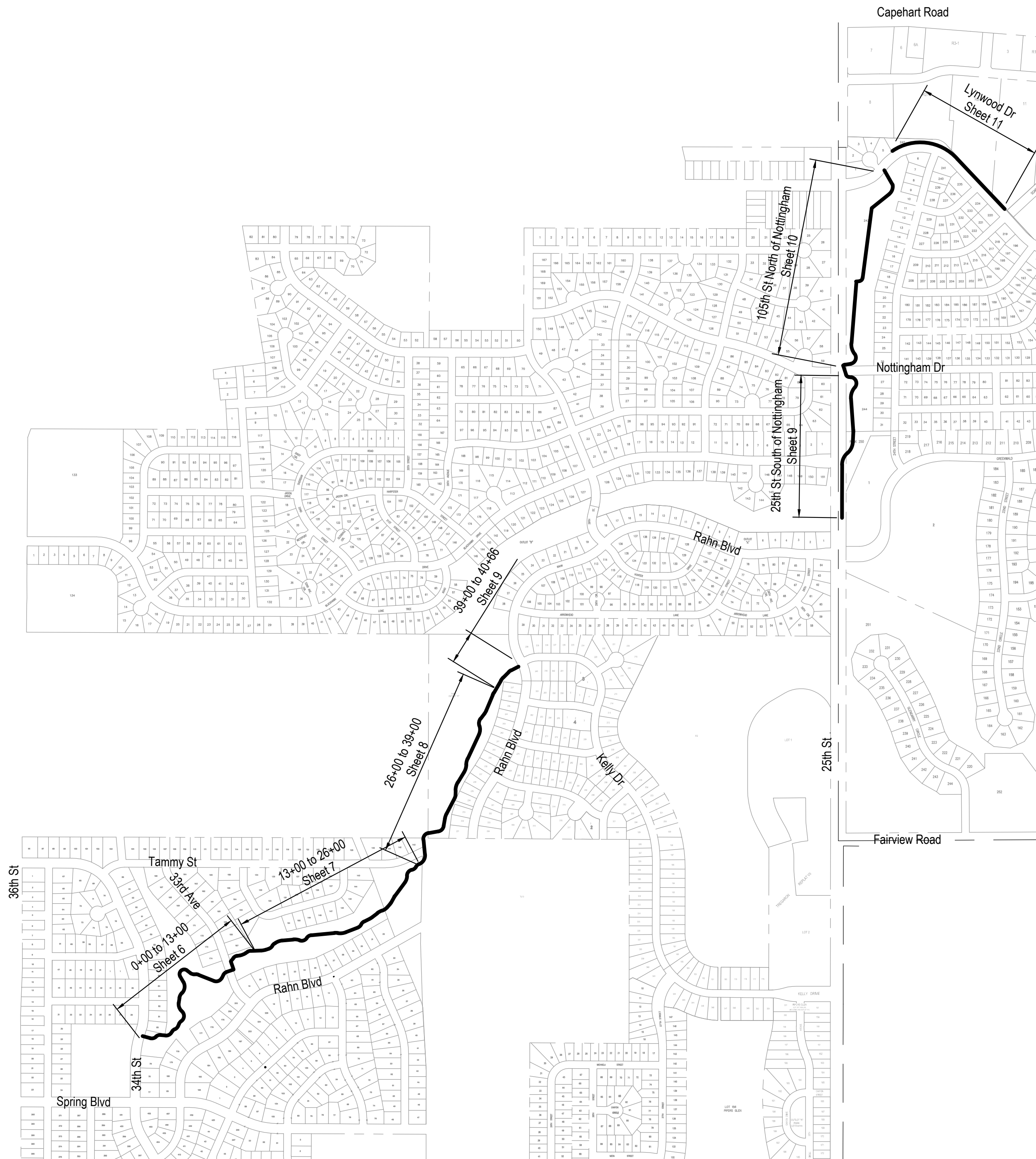
## SARPY COUNTY PROJECT NO. C-77(16-4) BELLEVUE, SARPY COUNTY, NEBRASKA



VICINITY MAP

### APPROXIMATE BID QUANTITIES

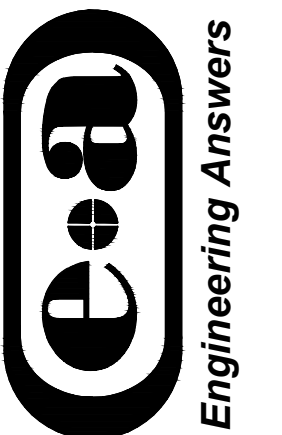
ITEM	DESCRIPTION	QUANTITY	UNIT
1	CLEARING AND GRUBBING - GENERAL	1	LS
2	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	17	EA
3	CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	5	EA
4	GRUBBING STUMPS OVER 12" TO 24" DIAMETER	2	EA
5	REMOVE SIDEWALK	4,638	SF
6	REMOVE SIGN	1	EA
7	REMOVE AND RELOCATE SIGN	1	EA
8	ADJUST MANHOLE TO GRADE	2	EA
9	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	592	CY
10	EMBANKMENT - BORROW (ESTABLISHED QUANTITY)	2,023	CY
11	CONSTRUCT 12" STORM SEWER	67	LF
12	CONSTRUCT 18" STORM SEWER	67	LF
13	CONSTRUCT 12" FLARED END SECTION	6	EA
14	CONSTRUCT 18" FLARED END SECTION	4	EA
15	CONSTRUCT TYPE B RIP-RAP	181	TN
16	CONSTRUCT 6-INCH PCC SIDEWALK	57,416	SF
17	CONSTRUCT 6-INCH IMPRINTED PCC SURFACING	52	SF
18	CONSTRUCT CURB RAMP	214	SF
19	CONSTRUCT DETECTABLE WARNING PANEL	80	SF
20	CONSTRUCT 8'-0" X 40'-0" PEDESTRIAN BRIDGE & SUPPORTS	2	EA
21	CONSTRUCT SEGMENTAL RETAINING WALL (EXPOSED FACE)	750	SF
22	CONSTRUCT 42" CHAIN LINK FENCE	140	LF
23	INSTALL SILT FENCE	4,500	LF
24	INSTALL SEEDING - TYPE A	1.0	AC
25	INSTALL SEEDING - TYPE B	0.5	AC
26	INSTALL ROLLED EROSION CONTROL, TYPE II	6,000	SY
27	INSTALL AREA INLET PROTECTION	1	EA



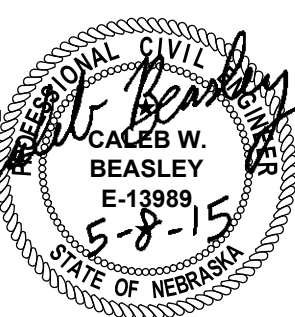
### INDEX OF SHEETS

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2	GENERAL NOTES
3	TYPICAL SECTIONS
4	TRAIL ALIGNMENT GEOMETRY SHEET 1
5	TRAIL ALIGNMENT GEOMETRY SHEET 2
6	MAIN TRAIL PLAN AND PROFILE SHEET 1
7	MAIN TRAIL PLAN AND PROFILE SHEET 2
8	MAIN TRAIL PLAN AND PROFILE SHEET 3
9	25TH STREET TRAIL PLAN AND PROFILE SHEET 1
10	25TH STREET TRAIL PLAN AND PROFILE SHEET 2
11	LYNWOOD DRIVE TRAIL PLAN
12	WALL PROFILES AND DETAILS
13	BRIDGE PLAN AND NOTES
14	BRIDGE ABUTMENT DETAILS
15	STORMWATER POLLUTION PREVENTION PLAN NOTES SHEET 1
16	STORMWATER POLLUTION PREVENTION PLAN NOTES SHEET 2
17	SEEDING & EROSION CONTROL PLAN SHEET 1
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20	CROSS SECTIONS SHEET 1
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23	CROSS SECTIONS SHEET 4
24	CROSS SECTIONS SHEET 5
25	CROSS SECTIONS SHEET 6
26	CROSS SECTIONS SHEET 7
27	CROSS SECTIONS SHEET 8
28	CROSS SECTIONS SHEET 9
29	CROSS SECTIONS SHEET 10
30	CROSS SECTIONS SHEET 11

I, Caleb W. Beasley, am the  
 Coordinating Professional on the  
 Daniell Trail Project.



COVER



Revisions	Description

Proj No:	P2014.510.001
Date:	05/09/2015
Designed By:	CWB
Drawn By:	CWB
Scale:	1"=500'
Sheet:	1 of 30

AMENDED AND RESTATED  
INTERLOCAL COOPERATION AGREEMENT

This Amended and Restated Interlocal Cooperation Agreement (this “Agreement”) is made and entered into by and among The County of Sarpy, Nebraska (hereinafter referred to as “Sarpy County”), the City of Bellevue, Nebraska, a municipal corporation (hereinafter referred to as the “City”), The Papio-Missouri River Natural Resources District (hereinafter referred to as the “NRD”), Sanitary and Improvement District No. 215 of Sarpy County, Nebraska (hereinafter referred to as “SID 215”), Sanitary and Improvement District No. 171 of Sarpy County, Nebraska (hereinafter referred to as “SID 171”), and Sanitary and Improvement District No. 186 of Sarpy County, Nebraska (hereinafter referred to as “SID 186”). Each of the above-described parties shall hereinafter sometimes be referred to individually as a “Party” and collectively as the “Parties”.

PRELIMINARY STATEMENT

The Parties entered into that certain Interlocal Cooperation Agreement on or about October 8, 2014 (the “Original Agreement”) in order to evidence the Parties desire to work together, with Sarpy County acting as the lead agent, to contract for and complete the construction of certain trail improvements described and/or depicted on the attached Exhibit “A” (collectively, the “Trail Improvements”) within or adjacent to certain portions of the real property located within the City and the Sanitary and Improvement Districts which are parties hereto. The locations of the Trail Improvements are more particularly depicted on the site plan attached hereto as Exhibit “B” (the “Site Plan”).

The Parties have agreed to certain modifications to the terms and conditions contained in the Original Agreement and the Parties desire to amend and restate the terms and conditions contained in the Original Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein set forth, the Parties do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget will be established for such an entity.

2. Plans and Design; Construction Management. Sarpy County will contract with E & A Consulting Group, Inc. (the “Project Engineer”), registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Trail Improvements. The final plans and specifications shall be subject to approval by each of the Parties hereto, which approval shall not be unreasonably withheld, conditioned or delayed. Construction management and construction supervision of the installation of the Trail Improvements shall be performed by the Project Engineer.

3. Administrative Replat and Purchase Agreements. SID 215 shall arrange for the execution of a purchase agreement by and between the City, as purchaser, and each of the two (2) owners (as seller) of the properties which are described and depicted on the attached Exhibit “C”, to allow for the City’s acquisition of such property in order to permit the construction of the Trail

Improvements on such properties and to provide for the complete connectivity of the Trail Improvements, all as depicted on the Site Plan. In addition, the purchase agreements shall require, if necessary, that the City arrange for the administrative replatting of each of the two (2) properties to provide a separate, distinct, legal description for each such property. All of the costs associated with the administrative replatting and the execution of such purchase agreements shall be included in the Total Cost (as defined herein) to be shared by the Parties in accordance with the terms of this Agreement.

4. Construction, Operation and Maintenance. During the course of the construction of the Trail Improvements, the Project Engineer will inspect the work to ensure compliance with the final plans and specifications approved by the Parties in accordance with this Agreement. Following the completion of construction of the Trail Improvements, the Parties agree that the City will operate and maintain the Trail Improvements within its legal boundaries, at its sole cost and expense, and Sarpy County will operate and maintain the Trail Improvements within its legal boundaries, at its sole cost and expense, until such time as each of the SIDs which are party to this Agreement are fully-annexed by the City, at which point, the City will own, operate and maintain all of the Trail Improvements.

5. Payment of the Total Cost of the Trail Improvements. The total cost (the “Total Cost”) of the Trail Improvements shall include the design, construction management, construction administration, construction supervision, engineering, construction costs, material costs, labor costs, utility relocation costs, easement acquisition costs, and miscellaneous costs for the design, installation and construction of the Trail Improvements. The Total Cost is estimated to be \$758,035.91, which is delineated in more detail in Exhibit “A” attached hereto. Notwithstanding the foregoing, the Parties agree that each Party will pay its own legal expenses associated with this Agreement and the construction of the Trail Improvements.

Sarpy County shall be responsible for the bid letting process. In the event the lowest responsible bid received exceeds the total estimated cost for such work as detailed on Exhibit “A” attached hereto by ten percent (10%) or more, Sarpy County shall promptly provide or cause to be provided notice thereof to the other Parties, and all of the Parties shall meet to determine whether it would be in the Parties’ best interests to rebid such work or award the contract as bid.

The Total Cost of the Trail Improvements shall be paid as follows:

- The City shall pay a lump sum total of \$296,323.13.
- The NRD shall pay a lump sum total of \$184,975.71.
- The County shall pay a lump sum total of \$136,737.07.
- SID 171 shall pay a lump sum total of \$35,000.00.
- SID 186 shall pay a lump sum total of \$35,000.00.
- SID 215 shall pay a lump sum total of \$70,000.00.

Upon “award of contract” to a contractor, Sarpy County will submit an invoice to each of the Parties for their full lump sum contribution (except as set forth below). Each of the Parties shall pay its agreed upon share to Sarpy County within sixty (60) days after receipt of such invoice. Within sixty (60) days following the final completion of the Trail Improvements, Sarpy County

shall pay the Project Engineer, contractors, subcontractors, suppliers and other persons or entities engaged to construct the Trail Improvements for its invoiced amount relating to the construction of the Trail Improvements. In the event that the Total Cost of the Trail Improvements is greater than the total amount of the lump sum contributions set forth above (\$758,035.91), then the NRD and the County shall share such excess costs, on a fifty-fifty (50-50) basis, provided that the NRD's and the County's respective shares shall not exceed more than 115% of their respective lump sum contribution total outlined above, which excess share shall be invoiced by Sarpy County. The NRD shall pay Sarpy County such excess share amount within sixty (60) days after receipt of such excess share invoice. In the event, the County, as the contract administrator, becomes aware that the Total Cost is likely to exceed the total amount of the lump sum contributions, the County shall timely inform the Parties, whom shall then enter into good faith negotiations to determine how to complete and fund the project in an equitable manner that does not result in either the County's or NRD's respective shares of the excess costs exceeding the 115% limitation noted above. In addition, in the event that the Total Cost of the Trail Improvements is less than the total amount of the lump sum contributions set forth above (\$758,035.91), then all of the Parties shall share such cost savings, on a pro rata basis, and each Party's respective reimbursement shall be returned to such Party by Sarpy County within sixty (60) days of receipt and final payment of the last of the invoices relating to the Total Cost of the Trail Improvements.

Notwithstanding the foregoing, Sarpy County shall invoice the NRD for only the first \$125,000.00 of its agreed-upon contribution amount upon "award of contract" to a contractor. Sarpy County shall submit an invoice to the NRD for the remainder of its agreed-upon contribution (\$59,975.71) on or about July 15, 2016. The NRD shall pay its agreed upon share to Sarpy County within one hundred twenty (120) days after receipt of each such invoice.

6. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the Parties that construction of the Trail Improvements shall be bid out during the winter of 2015/2016, construction of the Trail Improvements shall occur during the spring and summer of 2016, and construction shall be substantially completed by September, 2016. Accordingly, the Parties agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the Trail Improvements contemplated by the Agreement by September, 2016.

7. Records. Sarpy County shall maintain records of all construction and other costs incurred in connection with the Trail Improvements and the other Parties shall have the right to audit and review such records at any time to assure that such records are accurate.

8. Duration. This Agreement shall continue until such time as the Trail Improvements have been fully completed and funded pursuant to the terms of this Agreement, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.

9. Appointment of Administrators. The Sarpy County Engineer shall administer this contract on behalf of Sarpy County, the City Engineer shall administer this contract on behalf of the City, E & A Consulting Group, Inc. shall administer this contract on behalf of SID 215, E & A Consulting Group, Inc. shall administer this contract on behalf of SID 171, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID 186.

10. 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 the Agreement except in writing signed by all Parties.

11. Drug Free Workplace Policy. Each Party to this Agreement represents that it has established and maintains a drug free workplace policy.

12. Nondiscrimination. In accordance with the Nebraska Fair Employment Act, Neb. Rev. Stat. §48-1122, all Parties to this Agreement represent that neither 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 or employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

13. New Employee Work Eligibility Status. All 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 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 equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may execute this Agreement by means of facsimile or electronic transmission and the Parties agree that the receipt of such executed counterparts shall be binding on the Parties to the extent provided herein and shall be construed as originals.

[Remainder of Page Left Intentionally Blank; Execution Pages Follow.]

Executed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

THE COUNTY OF SARPY, NEBRASKA

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

Executed by the City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

THE CITY OF BELLEVUE, NEBRASKA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney



Executed by the Papio-Missouri River Natural Resources District this \_\_ day of \_\_\_\_\_, 2016.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Executed by SID 215 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT  
NO. 215 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Executed by SID 171 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT  
NO. 171 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Executed by SID 186 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT  
NO. 186 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Exhibit "A"

**E & A CONSULTING GROUP, INC.**  
 10909 Mill Valley Road  
 Omaha, NE 68154

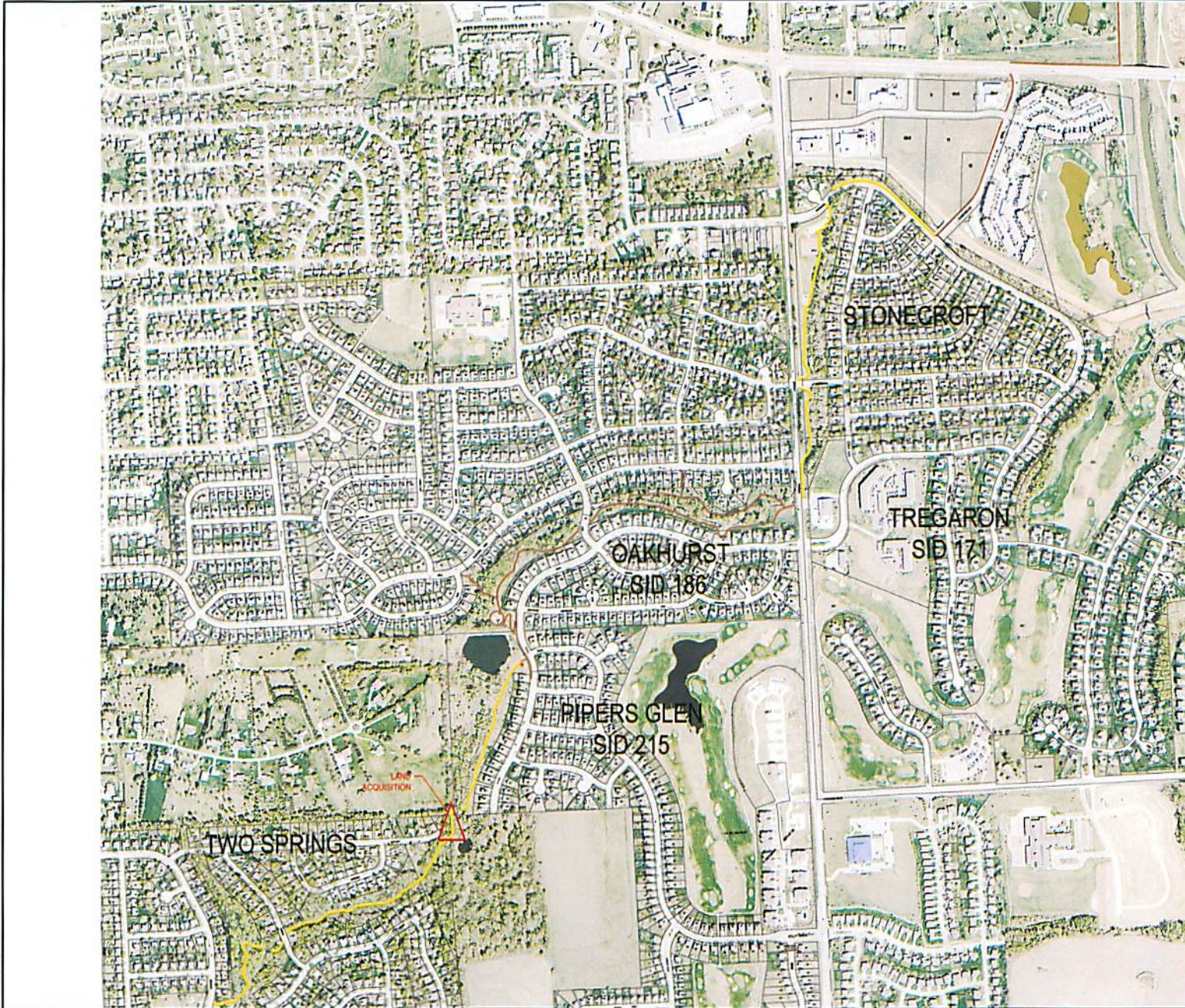
PHONE: (402) 895-4700

PROJECT : Daniell Trail

JURISDICTION: SARPY  
 DATE: 02/09/16  
 ESTIMATED BY: RC/CB

JOB #: 2014.510.001

Daniell Trail						
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE		COST
1	CLEARING AND GRUBBING - GENERAL	1	LS	\$ 39,489.00		\$ 39,489.00
2	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	25	EA	\$ 361.00		\$ 9,025.00
3	CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	8	EA	\$ 578.00		\$ 4,624.00
4	GRUBBING STUMPS OVER 12" TO 24" DIAMETER	2	EA	\$ 133.00		\$ 266.00
5	REMOVE SIDEWALK	4,638	SF	\$ 1.00		\$ 4,638.00
6	REMOVE SIGN	1	EA	\$ 116.00		\$ 116.00
7	REMOVE AND RELOCATE SIGN	1	EA	\$ 203.00		\$ 203.00
8	ADJUST MANHOLE TO GRADE	2	EA	\$ 301.00		\$ 602.00
9	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	592	CY	\$ 20.00		\$ 11,840.00
10	EMBANKMENT - BORROW (ESTABLISHED QUANTITY)	2,023	CY	\$ 25.55		\$ 51,687.65
11	CONSTRUCT 12" STORM SEWER	67	LF	\$ 54.40		\$ 3,644.80
12	CONSTRUCT 18" STORM SEWER	67	LF	\$ 63.05		\$ 4,224.35
13	CONSTRUCT 12" FLARED END SECTION	6	EA	\$ 282.00		\$ 1,692.00
14	CONSTRUCT 18" FLARED END SECTION	4	EA	\$ 337.00		\$ 1,348.00
15	CONSTRUCT TYPE B RIP-RAP	181	TN	\$ 64.25		\$ 11,629.25
16	CONSTRUCT 6-INCH PCC SIDEWALK	57,416	SF	\$ 5.67		\$ 325,548.72
17	CONSTRUCT 6-INCH IMPRINTED PCC SURFACING	692	SF	\$ 5.97		\$ 4,131.24
18	CONSTRUCT CURB RAMP	214	SF	\$ 14.35		\$ 3,070.90
19	CONSTRUCT DETECTABLE WARNING PANEL	80	SF	\$ 16.00		\$ 1,280.00
20	CONSTRUCT 8'-0" X 40'-0" PEDESTRIAN BRIDGE & SUPPORTS	2	EA	\$ 53,414.00		\$ 106,828.00
21	CONSTRUCT SEGMENTAL RETAINING WALL (EXPOSED FACE)	750	SF	\$ 28.35		\$ 21,262.50
22	CONSTRUCT 42" CHAIN LINK FENCE	140	LF	\$ 21.50		\$ 3,010.00
23	INSTALL SILT FENCE	5,000	LF	\$ 3.42		\$ 17,100.00
24	INSTALL SEEDING - TYPE A	1	AC	\$ 1,657.00		\$ 1,657.00
25	INSTALL SEEDING - TYPE B	1	AC	\$ 1,351.00		\$ 675.50
26	INSTALL ROLLED EROSION CONTROL, TYPE II	6,000	SY	\$ 1.17		\$ 7,020.00
27	INSTALL AREA INLET PROTECTION	1	EA	\$ 195.00		\$ 195.00
28	INSTALL CURB INLET PROTECTION	1	EA	\$ 228.00		\$ 228.00
<b>TOTAL ESTIMATED CONSTRUCTION COST:</b>						<b>\$ 637,035.91</b>
Design Engineer Costs:						\$ 58,000.00
Construction Inspection/Staking Costs:						\$ 57,000.00
Testing Costs:						\$ 3,000.00
Land Acquisition Costs:						\$ 3,000.00
<b>TOTAL ESTIMATED PROJECT COST:</b>						<b>\$ 758,035.91</b>

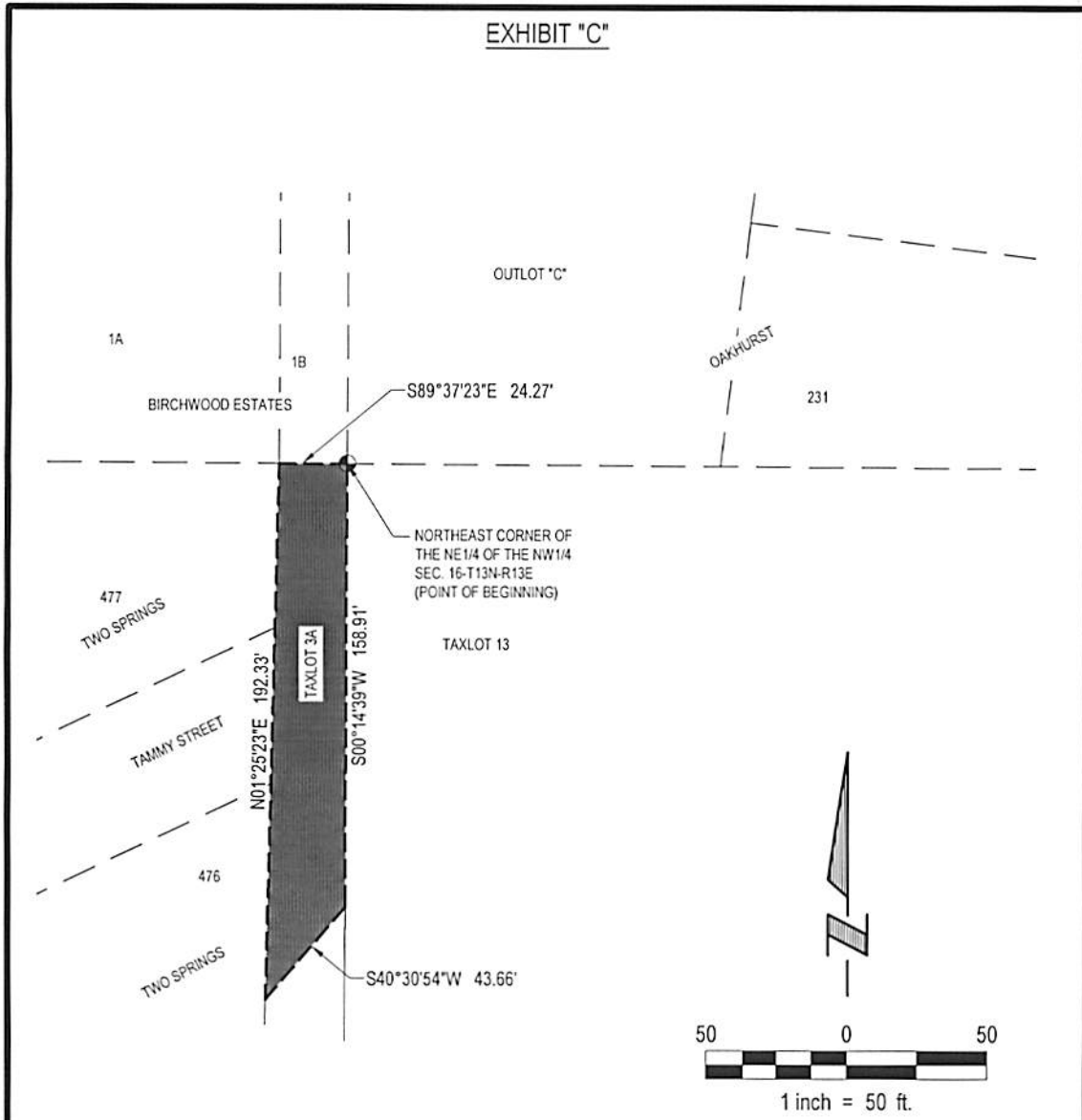


**LEGEND**

- PROPOSED TRAIL
- REMOVE & REPLACE TRAIL
- EXISTING TRAIL

	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services <small>1000 Lake Blvd. Omaha, NE 68104          Phone: 402.961.0700 Fax: 402.961.0800          www.eandagroup.com</small>								
BELLEVUE TRAIL EXHIBIT 'B' <small>SARASOTA COUNTY, FLORIDA</small>									
<b>SITE PLAN</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">REV.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REV.	DATE	DESCRIPTION						
REV.	DATE	DESCRIPTION							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">                 PREPARED BY: <b>MDR</b> </td> <td style="width: 20%;">                 CHECKED BY: <b>MDR</b> </td> <td style="width: 20%;">                 DATE: <b>08/11/11</b> </td> <td style="width: 40%;">                 DRAWN BY: <b>MDR</b> </td> </tr> <tr> <td>                 SCALE: <b>AS SHOWN</b> </td> <td>                 SHEET: <b>1</b> </td> <td>                 TOTAL SHEETS: <b>1</b> </td> <td>                 PROJECT: <b>11-0000</b> </td> </tr> </table>	PREPARED BY: <b>MDR</b>	CHECKED BY: <b>MDR</b>	DATE: <b>08/11/11</b>	DRAWN BY: <b>MDR</b>	SCALE: <b>AS SHOWN</b>	SHEET: <b>1</b>	TOTAL SHEETS: <b>1</b>	PROJECT: <b>11-0000</b>	
PREPARED BY: <b>MDR</b>	CHECKED BY: <b>MDR</b>	DATE: <b>08/11/11</b>	DRAWN BY: <b>MDR</b>						
SCALE: <b>AS SHOWN</b>	SHEET: <b>1</b>	TOTAL SHEETS: <b>1</b>	PROJECT: <b>11-0000</b>						

EXHIBIT "C"



LEGAL DESCRIPTION

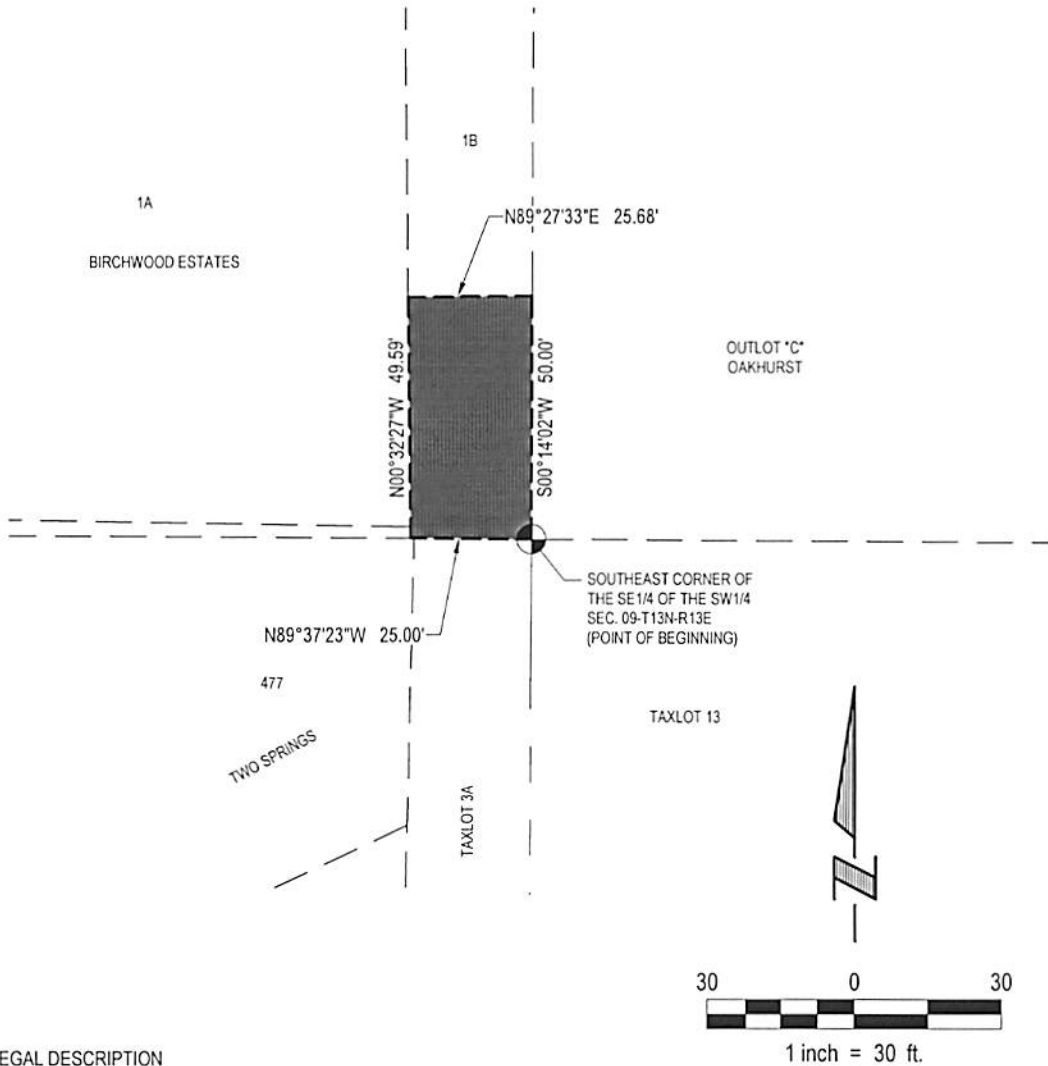
PART OF TAX LOT 3A, A TAX LOT LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 16, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 3A, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1B, BIRCHWOOD ESTATES, A SUBDIVISION LOCATED IN SECTION 09, TOWNSHIP 13 NORTH, RANGE 13 EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF OUTLOT "C", OAKHURST, A SUBDIVISION LOCATED IN SAID SECTION 09, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 13, A TAX LOT LOCATED IN SAID SECTION 16; THENCE S00°14'39"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NW 1/4 OF SECTION 16, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT 3A, A DISTANCE OF 158.91 FEET; THENCE S40°30'54"W, A DISTANCE OF 43.66 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 3A, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 476, TWO SPRINGS, A SUBDIVISION LOCATED IN SAID NW 1/4 OF SECTION 16; THENCE N01°25'23"E ALONG SAID WEST LINE OF TAX LOT 3A, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 476, TWO SPRINGS, SAID LINE ALSO BEING THE EAST LINE OF LOT 477, SAID TWO SPRINGS, A DISTANCE OF 192.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 477, TWO SPRINGS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 3A, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID NW 1/4 OF SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID BIRCHWOOD ESTATES; THENCE S89°37'23"E ALONG THE NORTH LINE SAID TAX LOT 3A, SAID LINE ALSO BEING SAID NORTH LINE OF THE NW 1/4 OF SECTION 16, SAID LINE ALSO BEING SAID SOUTH LINE OF BIRCHWOOD ESTATES, A DISTANCE OF 24.27 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,353 SQUARE FEET OR 0.0999 ACRES, MORE OR LESS.

 <p>Engineering Answers</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b>                  Engineering • Planning • Environmental &amp; Field Services                  10909 Mill Valley Road Omaha, NE 68154 Phone: 402.895.4700</p>		<p><b>TRAIL EXHIBIT</b>  <b>TAX LOT 3A - SECTION 16-T13N-R13E</b>                  SARPY COUNTY, NEBRASKA</p>
	<p>Drawn by: JRS   Chkd by:</p>	<p>Date: 12/27/2013</p>	
<p>Job No.: P1992.051.005</p>			

**EXHIBIT "C"**



**LEGAL DESCRIPTION**

PART OF LOT 1B, BIRCHWOOD ESTATES, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 09, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SE1/4 OF THE SW1/4 OF SECTION 09, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TAX LOT 3A, A TAX LOT LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 16, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1B, BIRCHWOOD ESTATES, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF OUTLOT "C", OAKHURST, A SUBDIVISION LOCATED IN SAID SECTION 09, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 13, A TAX LOT LOCATED IN SAID SECTION 16; THENCE N89°37'23"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 09, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1B, BIRCHWOOD ESTATES, A DISTANCE OF 25.00 FEET; THENCE N00°32'27"W ALONG THE WEST LINE OF SAID LOT 1B, BIRCHWOOD ESTATES, AND THE SOUTHERLY EXTENSION THERE OF, SAID LINE ALSO BEING THE EAST LINE OF LOT 1A, SAID BIRCHWOOD ESTATES, AND THE SOUTHERLY EXTENSION THERE OF, A DISTANCE OF 49.59 FEET; THENCE N87°27'33"E, A DISTANCE OF 25.68 FEET TO A POINT ON THE EAST LINE OF SAID SE1/4 OF THE SW1/4 OF SECTION 09, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 1B, BIRCHWOOD ESTATES, SAID LINE ALSO BEING THE WEST LINE OF SAID OUTLOT "C", OAKHURST; THENCE S00°14'11"W ALONG SAID EAST LINE OF THE SE1/4 OF THE SW1/4 OF SECTION 09, SAID LINE ALSO BEING SAID EAST LINE OF LOT 1B, BIRCHWOOD ESTATES, SAID LINE ALSO BEING SAID WEST LINE OF THE OUTLOT "C", OAKHURST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,261 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

 Engineering • Planning • Environmental & Field Services 19509 Mill Valley Road Omaha, NE 68154 Phone: 402.895.4700	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 19509 Mill Valley Road Omaha, NE 68154 Phone: 402.895.4700		<b>TRAIL EXHIBIT</b> <b>LOT 1B, BIRCHWOOD ESTATES</b> SARPY COUNTY, NEBRASKA
	Drawn by: JRS   Chkd by:	Date: 11/10/2014	
Job No.: P1992.051.005		Revised: 11/21/14	