

FILED SARP COUNTY NEBRASKA  
INSTRUMENT NUMBER

2019-04283

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*J. Voughtaling*  
COUNTY CLERK/REGISTER OF DEEDS



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**FOURTH AMENDMENT  
TO  
SUBDIVISION AGREEMENT**

This Fourth Amendment to the Eagle View Subdivision Agreement (the "Fourth Amendment"), made this 5<sup>th</sup> day of March, 2019, by and between ROGERS DEVELOPMENT, INC., a Nebraska corporation (hereinafter referred to as "Developer"), SANITARY AND IMPROVEMENT DISTRICT NO. 210 OF SARP COUNTY, NEBRASKA (hereinafter referred to as "District"), and THE CITY OF PAPIILLION, NEBRASKA, a municipal corporation (hereinafter referred to as "City") (each, a "Party" and collectively, the "Parties") amends and modifies the Subdivision Agreement entered into by the parties on December 18, 2001 (the "Original Subdivision Agreement"), as thereafter amended by the addendums identified in Section 3(A).

**RECITALS**

WHEREAS, the Mayor and City Council of City ("City Council") approved the Final Plat for Lots 1A – 5B and Lots 6 – 64, Eagle View ("Phase I") on October 19, 1999; and

WHEREAS, the Mayor and City Council approved the Final Plat for Lots 65A – 69B and Lots 70 – 126, Eagle View ("Phase II") on December 18, 2001; and

WHEREAS, Developer, District, and City entered into the Original Subdivision Agreement on December 18, 2001 concurrently with the platting of Phase II; and

WHEREAS, Developer, District, and City acknowledge that Exhibit "A" of the Original Subdivision Agreement, which was intended to identify the area to which the Original Subdivision Agreement applied, was never attached to the Original Subdivision Agreement; and

WHEREAS, Developer, District, and City wish to agree that Exhibit "A" of the Original Subdivision Agreement was intended to depict Phase I and Phase II; and

WHEREAS, the Mayor and City Council approved the Final Plat for Lots 127A – 133B and Lots 134 – 196, Eagle View ("Phase III") and a corresponding amendment to the Original Subdivision Agreement on October 1, 2002 to incorporate Phase III into the Original Subdivision Agreement (the "First Amendment"); and

WHEREAS, the Parties acknowledge that the Parties cannot locate a record of their collective execution of the First Amendment; and

WHEREAS, in the event the First Amendment was not properly authorized and executed, the Parties wish to ratify the First Amendment and incorporate the terms of the First Amendment into the Original Subdivision Agreement; and

WHEREAS, the Mayor and City Council approved the Final Plat for Lots 197 – 265, Eagle View ("Phase IV") by Resolution No. R05-0053 on April 19, 2005; and

WHEREAS, Developer, District, and City subsequently executed an undated addendum to incorporate Phase IV into the Original Subdivision Agreement (the "Second Amendment"); however, the Parties cannot locate a record of the formal approval of the Second Amendment by the Mayor and City Council, but it appears based on records maintained by City that the Parties executed said addendum in 2006; and

WHEREAS, in the event the Second Amendment was not properly authorized and executed, the Parties wish to ratify the Second Amendment and incorporate the terms of the Second Addendum into the Original Subdivision Agreement; and

WHEREAS, the Mayor and City Council approved Resolution No. R07-0039 on February 20, 2007, which adopted an addendum to authorize District to acquire Lot 197, Eagle View from Developer (the "Third Amendment"); and

WHEREAS, upon City Council approval of Resolution No. R07-0039 and the subsequent execution of the Third Amendment on February 20, 2007, District was authorized to acquire Lot 197, Eagle View from Developer, which lot was thereafter dedicated as a public park ("Eagle View Park"); and

WHEREAS, District now proposes to install park improvements for Eagle View Park (the "2018 Park Improvements"); and

WHEREAS, the 2018 Park Improvements are a public improvement that require approval of City Council per Section II of the Original Subdivision Agreement; and

WHEREAS, District and City desire to agree on the method for the installation and allocation of expenses for the 2018 Park Improvements for Eagle View Park; and

WHEREAS, Developer has satisfied the majority of its obligations pursuant to the Agreement and therefore desires to assign, transfer, and convey all of its remaining contractual rights, title, obligations, and interest in the Agreement to District and District desires to accept such assignment of Developer's remaining contractual rights, title, obligations, and interest in the Agreement; and

WHEREAS, City desires to authorize the assignment, transfer, and conveyance of all of Developer's remaining contractual rights, title, obligations, and interest in the Agreement to District and District's acceptance of such assignment of Developer's rights, title, obligations, and interest in the Agreement.

**NOW, THEREFORE, in consideration of the above, the following is agreed between the parties hereto:**

1. Incorporation of Recitals. The recitals set forth above, in the Original Subdivision Agreement, in the First Amendment, in the Second Amendment, and in the Third

Amendment are, by this reference, hereby incorporated into and deemed part of the Original Subdivision Agreement, as modified or amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment (collectively, the "Agreement").

2. Capitalized Terms. All capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Original Subdivision Agreement, as modified by the First Amendment, the Second Amendment, and the Third Amendment, except as otherwise defined herein.
3. Agreement/Addendum/Amendment Terminology. In an effort to clarify the terminology used to label the December 18, 2001 subdivision agreement and all known subsequent modifications to said agreement, the following defined terms, which are hereby incorporated into the Agreement by this reference, shall be used henceforth from the effective date of this Fourth Amendment:
  - A. Original Subdivision Agreement means the subdivision agreement entered into by the Parties on December 18, 2001 (attached hereto as Exhibit "A" to this Fourth Amendment).
    1. Exhibit "A" to the Original Subdivision Agreement. Exhibit "A" to the Original Subdivision Agreement shall continue to be known as Exhibit "A". The Parties acknowledge that Exhibit A was not attached to the Original Subdivision Agreement as originally intended; however, the Parties acknowledge that Exhibit "A" was intended to be the Eagle View Final Plats for Phase I and Phase II.
    2. Exhibit "B" to the Original Subdivision Agreement. Exhibit "B" to the Original Subdivision Agreement shall remain unchanged and shall continue to be known as Exhibit "B", which exhibit depicts a storm sewer section outside the boundaries of District.
  - B. First Amendment means the addendum the Parties intended to execute in conjunction with City's approval of Phase III (attached as Exhibit "B" to this Fourth Amendment) on October 1, 2002.
  - C. Second Amendment means the undated addendum entered into by the Parties in conjunction with City's approval of Phase IV (attached as Exhibit "C" to this Fourth Amendment) in approximately 2006.
  - D. Third Amendment means the addendum approved by City Council on February 20, 2007 by Resolution No. R07-0039 (attached as Exhibit "D" to this Fourth Amendment), and subsequently executed by the Parties.
  - E. Agreement means, collectively, the Original Subdivision Agreement as modified by all subsequent amendments, which, as of the effective date of this Fourth Amendment, shall include the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment.
4. Ratification; Area of Application of the Agreement. In the event that the First Amendment, the Second Amendment, or the Third Amendment were not

properly authorized and executed, the Parties hereby expressly ratify said amendments and incorporate the terms and provisions of said amendments into the Agreement. As such, the Agreement hereby collectively applies to all phases of the Eagle View development, which includes Lots 1A through 265, Eagle View.

5. Assignment Authorized.

- A. Developer hereby assigns, transfers, and conveys all of its remaining contractual rights, title, obligations, and interest in the Agreement to District.
- B. District hereby accepts Developer's assignment of all of its remaining contractual rights, title, obligations, and interest in the Agreement and agrees to be bound by and perform all of Developer's remaining obligations under the Agreement as if District had been named as the developer, and had originally executed the Agreement as the developer.
- C. City hereby authorizes Developer's aforementioned assignment, transfer, and conveyance of all of its remaining contractual rights, title, obligations, and interest in the Agreement to District.
- D. City hereby authorizes District's aforementioned assumption of all of Developer's remaining contractual rights, title, obligations, and interest in the Agreement as if District had had been named as the developer and had originally executed the Agreement as the developer.
- E. The Parties hereby acknowledge that Rogers Development, Inc. shall no longer be a Party to the Agreement following the execution of this Fourth Amendment, thus the signature of an authorized officer or agent of Rogers Development, Inc. shall not be required to validly execute any future amendments to the Agreement.

6. Amendments to the Original Subdivision Agreement. The Original Subdivision Agreement terms are hereby amended as follows:

- A. The third recital of the Original Subdivision Agreement, which is applicable to the forbearance of annexation, is hereby rescinded in its entirety.
- B. Section I(C) of the Original Subdivision Agreement is hereby rescinded in its entirety and replaced as follows:

All sanitary sewer and water mains constructed on dedicated street rights-of-way or easements within the boundary of District pursuant to sanitary sewer plans heretofore prepared by Lamp Rynearson consulting engineers and land surveyors.

- C. Section V(C) of the Original Subdivision Agreement is hereby rescinded in its entirety.
- D. Section XI is hereby added to the Original Subdivision Agreement to read as follows:

XI.

- A. 2018 Park Improvements. For the purposes of this Agreement, the term "2018 Park Improvements" shall be limited to the following improvements as specifically depicted on the Eagle View Park Plan exhibit attached hereto as Exhibit "C" to this Agreement:
1. A shelter.
  2. Play equipment and swings.
  3. A sidewalk system connecting to the sidewalks within Eagle View and to the future park site within Pioneer View.
  4. Amenities, including picnic tables, landscaping benches, and trash receptacles.
  5. Landscaping.
  6. Signage identifying the park.
  7. On-Street parking.
- B. Public Hearing and Approval by Resolution. The Parties acknowledge that Neb. Rev. Stat. § 31-740(3) requires that the plans and exact costs for public parks, playgrounds, and recreational facilities must be approved by resolution of the City Council after a public hearing. Further, such approval shall relate to conformity with the City of Papillion Comprehensive Plan and the construction specifications and standards established by City. Pursuant to Neb. Rev. Stat. § 31-740(3), a public hearing was held on the 5<sup>th</sup> day of March, 2019. Following such public hearing, the Parties hereby find and acknowledge that the 2018 Park Improvements, as specifically depicted in Exhibit "C", conform with the City of Papillion Comprehensive Plan and the construction specifications and standards established by City. Accordingly, the Parties acknowledge that the resolution approving the Fourth Amendment to this Agreement shall constitute the approval by resolution of the City Council required by Neb. Rev. Stat. § 31-740(3).
- C. Obligation for 2018 Park Improvements. Upon satisfying the requirements of Neb. Rev. Stat. § 31-740(3), the 2018 Park Improvements may be financed using the funds of District; provided, however, that the entire cost of the 2018 Park Improvements shall not exceed \$700,870.00, the amount shown on the Park Design cost estimate attached hereto as Exhibit "D". Construction overruns and/or change orders totaling up to ten (10%) percent shall be submitted to City for approval by the City Administrator and the City Engineer prior to the work being started.
- D. District Levy. In the event District elects to fund the 2018 Park Improvements using cash from the Bond Funds of District, District shall

maintain its total levy at the same levy rate as Fiscal Year 2018 – 2019, an amount of sixty-five (\$0.65) cents per one hundred (\$100) dollars of taxable valuation, for a minimum of five (5) years following the initial use of such Bond Funds for the 2018 Park Improvements.

- E. Easements to City. District shall allow City to install improvements within Eagle View Park. For the purposes of this agreement, such improvements will be limited to those purposes defined in Nebraska Revised Statute 19-709 for a city to exercise eminent domain. Further, District shall dedicate to City, at no expense to City, any easements required for said improvements. Such easement dedication shall not be unreasonably withheld by District in order to gain any monetary or non-monetary concessions by City, including but not limited to, improvements to any trail, sidewalk, street, park or drainage system, a reduction in water or sewer rates, provision of additional services not traditionally provided to District, or commitment to an annexation timeframe.

- E. Section XII is hereby added to the Original Subdivision Agreement to read as follows:

XII.

- A. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the boundaries of District. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements will be in collaboration with and by the written approval of CITY.

- B. One Call Services.

1. City shall provide public water main and sanitary sewer line locating services as well as any other utilities that City or District is responsible for after District provides as-built drawings on state plane coordinates for all utilities owned and located within the boundaries of District. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. District shall timely pay to City a corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required and performed by City within the boundaries of District as received over the One Call System, as invoiced by City.
2. City shall invoice District for the required payment for services on an annual basis and District shall have 30 days in which to make payment after receiving such invoice. City shall maintain records of all costs incurred within the boundaries of District for locating services and District shall have the right to audit

and review such records at any time to assure that such records are accurate.

- F. Section XII is hereby added to the Original Subdivision Agreement to read as follows:

XII.

- A. Termination of Agreement. This Agreement shall not be terminated except by written agreement between District and City, subject to the *Modification by Agreement* provision herein in the event a Party to this Agreement or any subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns
- B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A-1". Every time the phrase "successors and assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- C. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- D. Governing Law. The Parties to this Agreement shall conform to all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- E. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.

- F. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with City shall render said contract(s) voidable by the Mayor or City Council.
- G. No Waiver of Regulations. Nothing herein shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or other Ordinances.
- H. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- I. Indemnity. District shall defend, indemnify, and hold CITY and its employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, lack of performance, or subdivision or park layout or design by Developer, District, or Developer's or District's employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of Eagle View, except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:
1. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by District's breach, default, or failure to perform or properly perform any of District's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;
  2. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by District or District's employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;



3. Any injury, loss, or damage to any person occurring while said individual is on any premises within the boundaries of District; and
  4. Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right(s)-of-way or easements, by District or District's employees or agents pursuant to Neb. Rev. Stat. § 31-736 or any other grant of authority.
- J. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- K. Entire Agreement. This Agreement and all exhibits and documents attached hereto or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- L. Modification by Agreement. After the date of execution of the Fourth Amendment, this Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to City.
- M. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:
1. For District as Assignee of Developer: Sanitary and Improvement District No. 210 of Sarpy County, Nebraska  
c/o: Pansing, Hogan, Ernst & Bachman  
10250 Regency Circle #300

2. For District: Omaha, NE 68144  
Sanitary and Improvement District No. 210 of  
Sarpy County, Nebraska  
c/o: Pansing, Hogan, Ernst & Bachman  
10250 Regency Circle #300  
Omaha, NE 68144
3. For City: Attn: City Clerk  
City of Papillion  
122 East Third Street  
Papillion, NE 68046

Such addresses may be changed from time to time by any Party by written notice to all other Parties.

- N. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- O. Counterparts. This Agreement, and any Amendments hereto, may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- P. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, or any Amendments hereto, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
7. Amendment to the Third Amendment. The Third Amendment terms are hereby amended as follows:
- A. The Parties acknowledge that the second recital of the Third Amendment inadvertently referenced Lot 266, which is not a platted lot within Eagle View. Such inadvertent reference to Lot 266 is hereby amended to read as Lot 265.
8. Exhibit Modifications. The existing Agreement exhibits are hereby modified as follows:
- A. Exhibit "A" of the Original Subdivision Agreement, and all references thereto, are hereby rescinded in their entirety and replaced with Exhibit "A-1" attached hereto as an exhibit to the Agreement.
9. Exhibit Additions. The Agreement is further modified to add the following new exhibits:

- A. Exhibit "C" (2018 Park Improvements) and Exhibit "D" (Park Design Cost Estimate), attached hereto as exhibits to the Agreement, are hereby added to the Agreement and incorporated therein by this reference.
10. No Other Amendment. Except as specifically modified by this Fourth Amendment, the Agreement, as modified by the First Amendment, the Second Amendment, and the Third Amendment, shall remain in full force and effect.
11. Binding Effect. This Fourth Amendment to the Agreement shall be binding upon the Parties, their respective successors and assigns.

*[Signatures on following pages.]*

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

Nicole L. Brown  
Nicole L. Brown, City Clerk


David P. Black  
David P. Black, Mayor

SEAL:




DISTRICT:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 210 OF SARPY COUNTY, NEBRASKA

By:   
Carl G. Satterfield, Board of Trustees Chairperson

ATTEST:

By:   
Norma J. Fraley, Clerk of the District

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF SARPY     )

On this 12<sup>th</sup> day of February, 2019, before me, a Notary Public in and for said County and State, personally appeared CARL G. SATTERFIELD, Board of Trustees Chairperson, for SANITARY AND IMPROVEMENT DISTRICT NO. 210 OF SARPY COUNTY, NEBRASKA, who executed the above and foregoing Fourth Amendment to Subdivision Agreement and acknowledged the execution thereof to be their voluntary acts and deeds on behalf of said District.

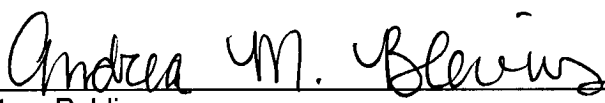
  
Notary Public

My commission expires: March 31, 2021

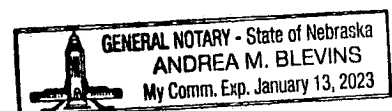
STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF SARPY     )



On this 15<sup>th</sup> day of February, 2019, before me, a Notary Public in and for said County and State, personally appeared NORMA J. FRALEY, Clerk of the District for SANITARY AND IMPROVEMENT DISTRICT NO. 210 OF SARPY COUNTY, NEBRASKA, who executed the above and foregoing Fourth Amendment to Subdivision Agreement and acknowledged the execution thereof to be their voluntary acts and deeds on behalf of said District.

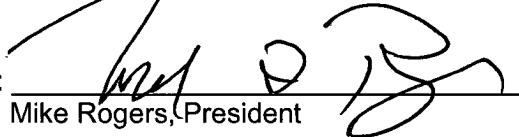
  
Notary Public

My commission expires: 01/13/2023.



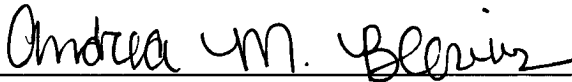
DEVELOPER:

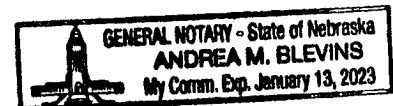
ROGERS DEVELOPMENT, INC.,  
a Nebraska corporation,

By:   
Mike Rogers, President

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF SARPY     )

On this 22<sup>nd</sup> day of February, 2019, before me, a Notary Public in and for said County and State, personally appeared Mike Rogers, President of ROGERS DEVELOPMENT, INC., a Nebraska corporation, who executed the above and foregoing Fourth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

  
Notary Public



My commission expires: 01/13/23.

**SUBDIVISION AGREEMENT AMENDMENT  
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**RECITALS**

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**EXHIBITS TO FOURTH AMENDMENT:**

<b>A</b>	<b>Original Subdivision Agreement</b>
<b>B</b>	<b>First Amendment</b>
<b>C</b>	<b>Second Amendment</b>
<b>D</b>	<b>Third Amendment</b>

**EXHIBITS TO THE AGREEMENT:**

<b>A-1</b>	<b>Final Plats for Eagle View Phases I – IV</b>
<b>C</b>	<b>2018 Park Improvements</b>
<b>D</b>	<b>Park Design Cost Estimate</b>

**SUBDIVISION**  
**AGREEMENT**

THIS AGREEMENT made this 18<sup>TH</sup> day of DECEMBER, 2001, by and between ROGERS DEVELOPMENT, INC., 8250 Grover Street, Omaha, NE 68124, a Nebraska corporation, (hereinafter referred to as "Developer"); SANITARY AND IMPROVEMENT DISTRICT NO. 210 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District") and the CITY OF PAPILLION, a municipal corporation, (hereinafter referred to as "City"),

WITNESSETH:

WHEREAS, Developer is the owner of the parcel of land described in Exhibit "A" attached hereto and hereinafter referred to as the "area to be developed", which are to be developed is within City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a specific platting of the area to be developed, said area to be developed; and

WHEREAS, Developer has requested City to forbear from annexing the area to be developed until after \_\_\_\_\_, 20\_\_\_\_, for public improvements through Sanitary and Improvement District No. 210 created by Developer (hereinafter referred to as the "District").

WHEREAS, Developer wishes to connect the system of sewers and water to be constructed by the District within the area to be developed with the sewer and water system of the City; and

WHEREAS, Developer and City wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and adjacent thereto, and to what extent the costs of the same shall be specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I.

Developer and City agree that the credit of the District created by Developer shall be used for the construction of the following public improvements within the area to be developed.

- A. Grading of street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "A").
- C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "A") pursuant to sanitary sewer plans heretofore prepared by \_\_\_\_\_ consulting engineers and land surveyors.
- D. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed.
- E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "A"), and underground power within the are to be developed.
- F. Contracting with a public gas company for a gas distribution system.



G. Capital facilities charge to the City of Papillion.

II.

It is agreed that the credit or funds of the District created by Developer shall not be used for construction of any improvements or facilities within the area to be developed except those specified in Paragraph I hereof. By way of specification and not by way of limitation, the parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of the City Council.

III.

Developer and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit "A"), as authorized by Paragraph I, supra, shall be defrayed as follows:

- A. 100% of the entire cost of grading street right-of-way including intersection shall be paid by special assessment against the property within the District.
- B. 100% of the entire cost of all sanitary sewer lines and water mains located within the District will be paid by special assessment against the property specially benefited. No portion of the cost of sanitary sewers and water mains shall be borne by general obligation of the District; provided, however, that for sanitary sewers in excess of 8 inches and water mains in excess of 8 inches the cost in excess of the cost of 8 inch sanitary sewers and/or 8 inch water mains shall be borne by the general obligation of the District and any outfall sewer lines or water lines outside the District boundaries caused to be constructed by the District shall be borne by the general obligation of the District. Not less than 50% of capital facility charges paid to the City of Papillion shall be specially assessed against properties served.
- C. (1) 100% of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving and construction of street intersections shall be borne by the general obligation of the District and the cost of pavement width in excess of 25 feet exclusive of curb and gutters shall be borne by the general obligation of the District. The cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment. Street signs shall be purchased from City and installed by District. Cost of street signs and installation may be borne by the general obligation of the District.  
  
(2) 100% of the entire cost of all storm sewer and appurtenances shall be borne by general obligation of the district: provided, however, that for storm sewers in excess of 48 inches inside diameter, the difference in cost between the actual storm sewer constructed and a 48 inch storm sewer shall be specially assessed against the property within the District. Difference in cost shall include a proportionate share of the entire cost as hereinafter described in Paragraph IV. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of 48 inches. Culvert crossings perpendicular to street centerlines may be generally obligated for a length not exceeding the width of the right-of-way, plus six times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert. Provided, however, the District shall construct a storm sewer section outside its boundaries generally to the north on a parcel owned currently by the Papio Natural Resources District and the Fricke

family identified on Exhibit "B" which may be a general obligation of the District.

- D. The cost of contract charges paid to Omaha Public Power District for lighting of public streets shall be paid out of the general fund of the District.
- E. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility by the provisions of Paragraph I-E and F, supra, including both the basic charges and refundable charge, together with all other charges as fall within the definition of entire cost as defined in Paragraph IV-A, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
  - 1. If refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical service to be levied against said lot.
  - 2. If refund is after the date of levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
  - 3. If refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment.
- F. Pursuant to Section 604.04 of the City of Papillion Subdivision Regulations, Ordinance No. 842, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the fire chief. There shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and a number, type and specifications as determined by the fire chief. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the fire chief in consultation with the director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost.

#### IV.

For the purposes of Paragraph III, supra, and Paragraph VII, infra, the following words and phrases shall have the following meanings:

- A. "Entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorney fees, testing expenses, penalties, forfeitures and default charges, and miscellaneous costs such as interest on warrants to date of levy of special assessments and fiscal agent's warrant fees and bond fees.
- B. "Property benefited" shall mean property benefited from the improvement and situated either (1) within the platted area in which the improvement is situated or (2) outside such platted area in which such improvement is situated but within the corporate limits of the District and within 300 feet of

said platted area. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

- C. "Street intersections" shall be constructed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

V.

City covenants and agrees:

- A. That should City annex the entire area of the District's levy of special assessments for the improvements authorized in Paragraph I hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Paragraph III, hereof, supra.
- B. That the District created by Developer may connect its sanitary sewer system and water system to the sanitary system and water system of the City pursuant to the terms and conditions of a sewer and water connection agreement of even date between City and said District.
- C. That City will forbear from commencing annexation proceedings immediately upon Developer's filing of a plat of the area to be developed and will defer City's annexation, if any, of the area to be developed until after \_\_\_\_\_, 20\_\_\_\_. Nothing in this agreement shall be construed so as to obligate the City to annex the area to be developed, or any part thereof.

VI.

Developer and Board to Trustees covenant and agree that the District created by Developer will:

- A. Abide by and incorporate into all of its construction contracts and provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.
- B. Prior to commencement of construction of improvements, said District will obtain and file of record permanent easements for all sanitary, water and storm sewer lines as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.
- C. Prior to the District publishing notice to levy special assessments, District agrees to submit to City:
1. A schedule of the proposed special assessments.
  2. A plat of the area to be assessed.
  3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
    - (a) The amount paid to contractor.
    - (b) A separate itemization of all other costs of the project, including but not limited to engineering fees, attorney's fees,

testing expenses, publication expenses, estimated interest on all warrants to date and the estimated fiscal agent's levy of special assessments, warrant fees and bond fees. District agrees to obtain written approval of City of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing or levying special assessments against property benefited by any improvements constructed by District.

## VII

It is mutually agreed that the District shall pay a fee of one percent (1%) of construction cost to the City to cover engineering, legal and other miscellaneous expenses incurred by the City in connection with any necessary review of plans and specifications in connection with the construction projects performed by Sanitary and Improvement District No. 210. The fee shall be allocated to special assessments and general obligation bonds in the same proportion as the costs of the particular construction project.

## VIII

The parties mutually agree that in the event City shall annex any part of the area to be developed and said annexation shall not include the entire territory of the District created by Developer, then a division of assets and liabilities of said District in connection with such partial annexation of the District shall be made strictly on the basis of assets and liabilities of this District attributable to the area annexed by the City, and City shall not be required to assume in connection with such partial annexation any indebtedness of such District which is attributable to improvements in or expenses incurred in connection with areas other than the area so annexed by the City.

## IX

The District created by Developer is shown on Exhibit "A".


## X

City agrees that where phased construction is contemplated the City will delay registration on said warrants with the County Treasurer in proportion to the area of the individual phases. In no case shall registration be delayed past the time when final construction plans of any phase are submitted to the City for approval.

Districts shall provide the city with a minimum of thirty (30) days prior written notice of the filing of any petition by the district under Chapter 9 of the United States Bankruptcy Code and the district shall also provide to the city actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.



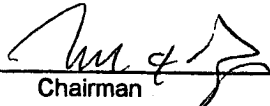
Attest.

  
City Clerk

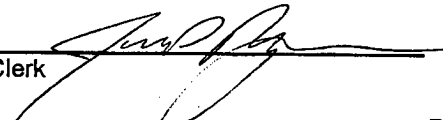
CITY OF PAPIILLION, A Nebraska  
Municipal Corporation

  
Mayor

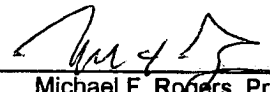
SANITARY AND IMPROVEMENT  
DISTRICT NO. 210 OF SARPY  
COUNTY, NEBRASKA

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

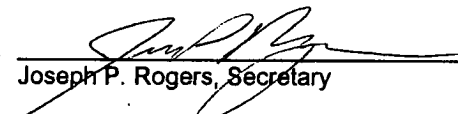
Attest:

\_\_\_\_\_  
Clerk

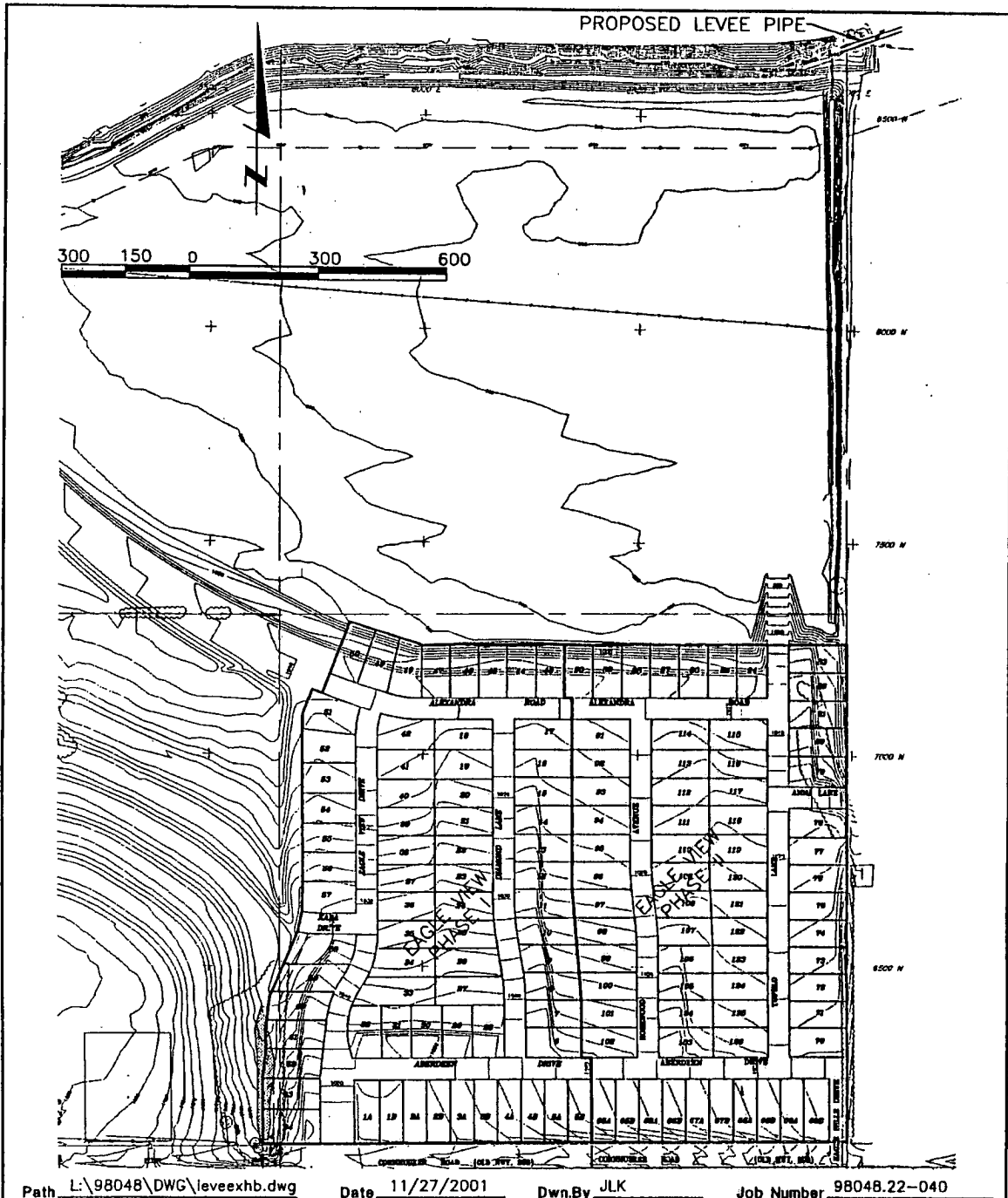
ROGERS DEVELOPMENT, INC.

By \_\_\_\_\_  
Michael F. Rogers, President

Attest:

\_\_\_\_\_  
Joseph P. Rogers, Secretary

# EXHIBIT 8



**lamp, rynearson & associates, inc.**  
engineers surveyors planners

14710 west dodge road, suite 100  
omaha, nebraska 68154-2028

ph 402-498-2498  
fax 402-498-2730

ADDENDUM TO SUBDIVISION AGREEMENT

WHEREAS, on 18<sup>th</sup> day of December, 2001 Eagle Ridge Development, Sanitary Improvement District No. 210 of Sarpy County and the City of Papillion, a Municipal Corporation, entered into a Subdivision Agreement, a copy of which is attached hereto and incorporated herein by reference and;

WHEREAS subsequent to December 18, 2001, Eagle Ridge Development has platted additional lots not in existence on December 18, 2001.

THEREFORE for mutual consideration the parties hereby agree that the terms of the December 18, 2001 Subdivision Agreement, attached hereto, shall be applicable to and incorporated the remaining parts of tax Lots 3 and 4, and part of the Southeast Quarter and also part of the Northeast Quarter of the Southwest Quarter of Section 19, township 14<sup>TH</sup> Range 13 East of the 6<sup>th</sup> pm, Sarpy County, Nebraska.

THEREFORE for mutual consideration the parties hereby agree that paragraph F of the Subdivision Agreement be amended along with the addition of paragraph G as follows:

- F. Pursuant to Chapter 170, Subdivision of Land, Section 170:20 of the Code of the City of Papillion, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the fire chief.
- G. There shall be installed in the subdivision, or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency which information shall be provided by the City to the district upon district's request. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost. If existing coverage is available, subdivision will pay its pro-rata share of siren cost based on acres of coverage as determined by the City Engineer.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2002.

CITY OF PAPILLION, A Nebraska  
Municipal Corporation

\_\_\_\_\_  
Mayor

Attest:

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

SANITARY AND IMPROVEMENT DISTRICT  
NO. 184 OF SARPY COUNTY, NEBRASKA

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

Attest:

\_\_\_\_\_  
Clerk

EAGLE RIDGE DEVELOPMENT

By: \_\_\_\_\_  
Authorized Corporate Representative



**ADDENDUM TO SUBDIVISION AGREEMENT**

WHEREAS, on the 18<sup>th</sup> day of December, 2001, Eagle Ridge Development and Sanitary and Improvement District No. 210 of Sarpy County, Nebraska, and the City of Papillion, a municipal corporation, entered into a Subdivision Agreement, a copy of which is attached hereto and incorporated herein by reference, and;

WHEREAS, subsequent to December 18, 2001, Eagle Ridge Development and/or Rogers Development, Inc., has platted additional lots not in existence on December 18, 2001.

THEREFORE, for mutual consideration, the parties hereby agree that the terms of the December 18, 2001 Subdivision Agreement and any addendums thereto, shall be applicable to and incorporate lots 197 through 265, inclusive, being a platting of Tax Lot 8B in Government Lot 3 and part of Government Lot 4, both in the Southwest Quarter of Section 19, Township 14 North, Range 13 East, together with part of the Northeast Quarter of the Southeast Quarter of Section 24, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska.

SANITARY AND IMPROVEMENT  
DISTRICT NO. 210, SARPY COUNTY,  
NEBRASKA

BY:

  
Chairperson

CITY OF PAPILLION, A Nebraska  
Municipal Corporation

BY:

  
Mayor

ATTEST:

  
Clerk

ATTEST:

  
City Clerk

EAGLE RIDGE DEVELOPMENT  
AND/OR ROGERS DEVELOPMENT,  
INC.

BY:

  
Authorized Corporate  
Representative

**ADDENDUM TO SUBDIVISION AGREEMENT**

WHEREAS, on the 18<sup>th</sup> day of December, 2001, Eagle Ridge Development and Sanitary and Improvement District No. 210 of Sarpy County, Nebraska, and the City of Papillion, a municipal corporation, entered into a Subdivision Agreement, a copy of which is attached hereto and incorporated herein by reference, and;

WHEREAS, the parties entered into an Addendum to the Subdivision Agreement whereby the parties agreed that the terms of the Decemer 18, 2001 Subdivision Agreement and any Addendums thereto, shall be applicable to and incorporate lots 197 through 266, inclusive, being a platting of tax lot 8B in Government Lot 3 and part of Government Lot 4, both in the Southwest corner of Section 19, Township 14 North, Range 13 East, together with part of the Northeast Quarter of the Southeast Quarter of Section 24, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska.

THEREFORE, for mutual consideration, the parties hereby agree to another Addendum to Subdivision Agreement in that Sanitary and Improvement District No. 210 can acquire from the Developer, Rogers Development, Inc., Lot 197, Eagle View, for park purposes, in the amount of \$49,350.00.

DATED this 20 day of February, 2007.

CITY OF PAPILLION, A Nebraska  
Municipal Corporation

BY: \_\_\_\_\_

Mayor

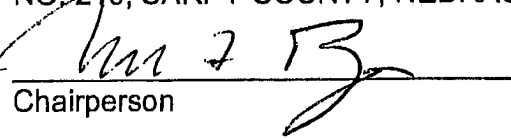
ATTEST: \_\_\_\_\_

City Clerk

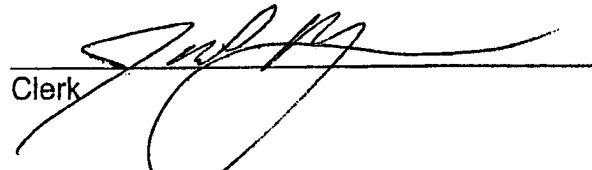


SANITARY AND IMPROVEMENT DISTRICT  
NO. 210, SARPY COUNTY, NEBRASKA

BY:

  
Chairperson

ATTEST:

  
Clerk

EAGLE RIDGE DEVELOPMENT AND  
ROGERS DEVELOPMENT, INC.

BY:

  
Authorized Corporate Representative

REGISTERED TRADE SEEDS

Page 1 of 4

Lots 1A through 5B, inclusive, and Lots 6 through 6A, inclusive, being a platting of that part of the Southeast Quarter of the Southwest Quarter and Government Lot 4, (also referred to as the Southwest Quarter of the Southwest Quarter) of Section 19, Township 14 North, Range 13 East of the 6th P.M.,  
Sopry County, Nebraska.



**NOTES**

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCE'S SHOWN ALONG CLIMBERS ARE AND DISTANCE'S NOT GOOD CONTACT.
3. ALL ANGLES ARE 90 UNLESS OTHERWISE NOTED.
4. ALL UP LINE'S ON CLIMBED STRUTS ARE MADE UNLESS OTHERWISE NOTED. (N.B.)
5. DISTANCES AND ANGLES SHOWN IN BRACKETED REFER TO CABLEWAYS.
6. ALL CL-OR-DC RIGS ARE 30 FEET UNLESS NOTED OTHERWISE.
7. ALL CL-OR-DC RIGS HAVE 25 FEET UNLESS NOTED OTHERWISE.

\_\_\_\_\_  
Sgt. 2 1992  
\_\_\_\_\_

**KAZUHIRO KAWAGUCHI, JR.**  
© Nintendo Corporation.

[illegible][illegible]

TAXES ASSESSED AND LEVIED FOR THE  
CURRENT YEAR ARE NEITHER DUE NOR  
PAID...TREASURERS CERTIFICATION  
IS ONLY VALID UNTIL DECEMBER 30th  
OF THIS YEAR.

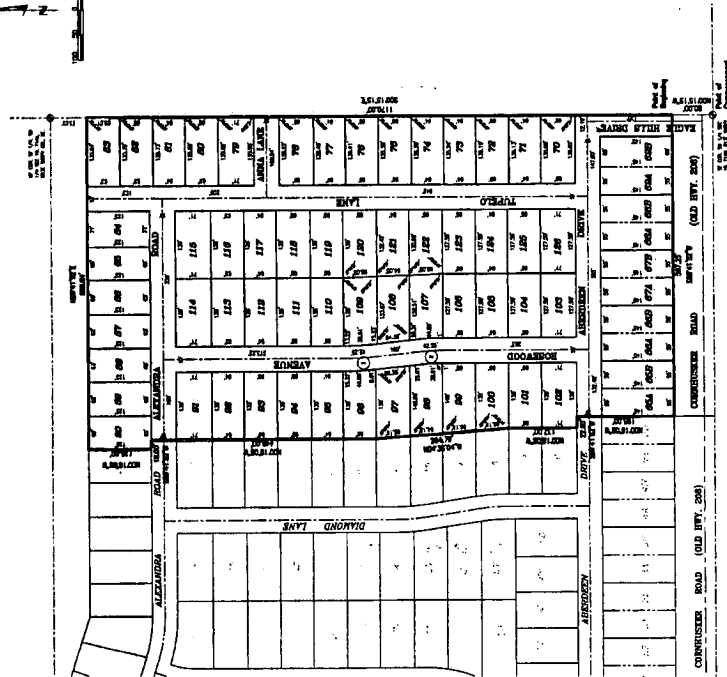
Rec'd  
Lamp Rynearson


2002-73512

# EAGLE VIEW

Lots 65A through 69B, inclusive, and Lots 70 through 126, inclusive, being a platting of that part of the Southeast Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 13 East of the 6th P.M.,  
 Sorry County, Nebraska.

Eagle View Phase II  
Exhibit A-1  
(Of the Agreement)  
Page 2 of 4

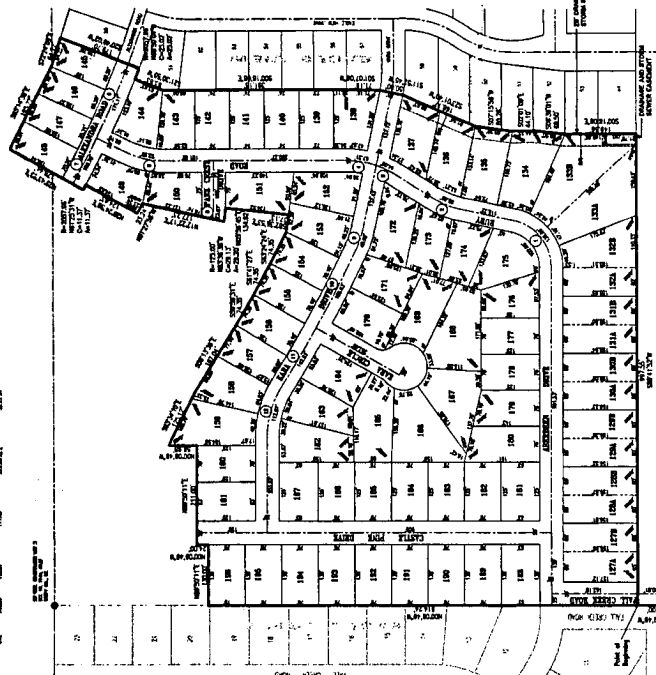
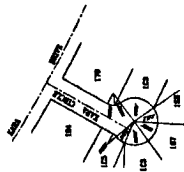
[illegible]

  
 J. P. Jones, L.P. #202  
 Sept 21, 2001

[illegible][illegible][illegible][illegible][illegible]

TAXES ASSESSED AND LEVIED FOR THE  
CURRENT YEAR ARE NEITHER DUE NOR  
PAID. TREASURERS CERTIFICATION  
IS ONLY VALID UNTIL DECEMBER 30th  
OF THIS YEAR.

Lots 127A through 133B, inclusive, and Lots 134 through 196, inclusive, being a portion of part of Government Lots 3 and 4 AND part the Southeast Quarter of the Southwest Quarter AND ALSO part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 14 North, Range 13 East of the 6th P.M., Searcy County, Nebraska

[illegible]

--- **CONCRETE HIGHWAY (OLD FRY 200)** ---

U.S. DEPT. OF AGRICULTURE  
BUREAU OF PLANT INDUSTRY  
WASHINGTON, D. C.

**TAXES ASSESSED AND LEVIED FOR THE  
CURRENT YEAR ARE NEITHER DUE NOR  
PAID. TREASURERS CERTIFICATION  
IS ONLY VALID UNTIL DECEMBER 31, 2017**

**THE UNIVERSITY OF CHICAGO**

[illegible][illegible][illegible]

Page 3 of 4

FILED MAR 20 NE.  
N. W. MEN - NUMBER  
212-44660  
2022 NOV -5 P 3:27  
Klen  
REC-11-11-2022

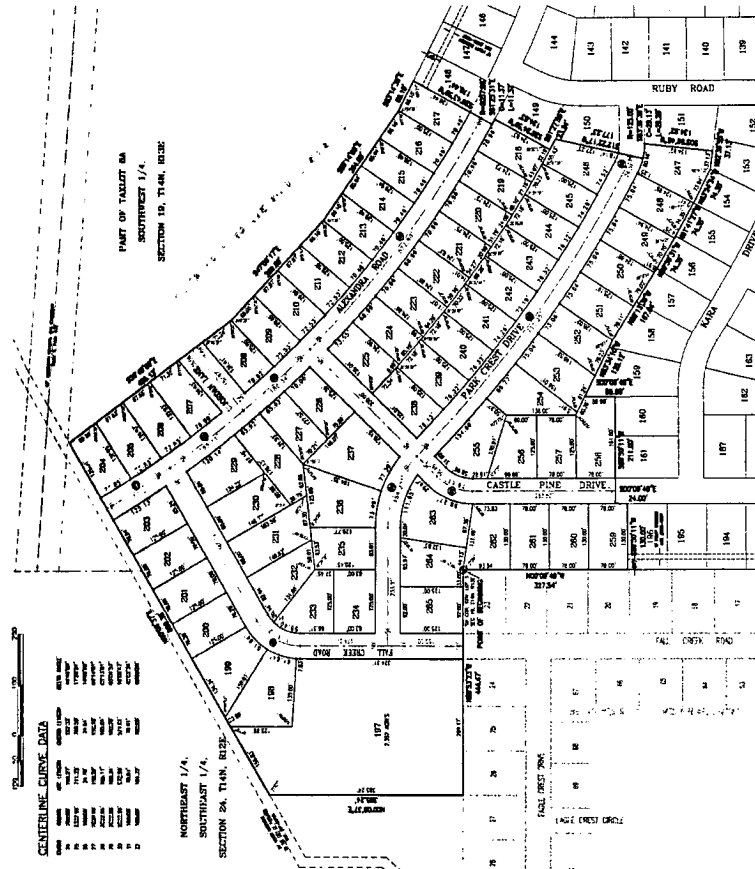
Counter 12  
 Verify 242  
 D.E. 20  
 Proof D  
 Fee \$ 542  
 Ch ☒ Cash ☐ Chq ☐  
2150

2002-44660

Filed for Record 04-06-05 4:30 p.m.  
Instrument # 2005-22084  
Lloyd J. Dooling, Registrar of Deeds, Barry Co., NE

# EAGLE VIEW

Lots 197 through 265, inclusive, being a platting of Tract 88 in Government Lot 3 AND Part of Government Lot 4, both in the Southwest Quarter of Section 19, Township 14 North, Range 13 East, TOGETHER WITH part of the Northeast Quarter of the Southwest Quarter of Section 24, Township 14 North, Range 12 East of the 6th P.M., Sully County, Nebraska.



CENTERLINE CURVE DATA			
CHORD	CHORD	GC. INCH	CHORD INCH
26	30.00	70.75	52.50
26	32.50	71.25	55.00
26	35.00	71.75	57.50
26	37.50	72.25	60.00
26	40.00	72.75	62.50
26	42.50	73.25	65.00
26	45.00	73.75	67.50
26	47.50	74.25	70.00
26	50.00	74.75	72.50
26	52.50	75.25	75.00
26	55.00	75.75	77.50
26	57.50	76.25	80.00
26	60.00	76.75	82.50
26	62.50	77.25	85.00
26	65.00	77.75	87.50
26	67.50	78.25	90.00
26	70.00	78.75	92.50
26	72.50	79.25	95.00
26	75.00	79.75	97.50
26	77.50	80.25	100.00
26	80.00	80.75	102.50
26	82.50	81.25	105.00
26	85.00	81.75	107.50
26	87.50	82.25	110.00
26	90.00	82.75	112.50
26	92.50	83.25	115.00
26	95.00	83.75	117.50
26	97.50	84.25	120.00
26	100.00	84.75	122.50
26	102.50	85.25	125.00
26	105.00	85.75	127.50
26	107.50	86.25	130.00
26	110.00	86.75	132.50
26	112.50	87.25	135.00
26	115.00	87.75	137.50
26	117.50	88.25	140.00
26	120.00	88.75	142.50
26	122.50	89.25	145.00
26	125.00	89.75	147.50
26	127.50	90.25	150.00
26	130.00	90.75	152.50
26	132.50	91.25	155.00
26	135.00	91.75	157.50
26	137.50	92.25	160.00
26	140.00	92.75	162.50
26	142.50	93.25	165.00
26	145.00	93.75	167.50
26	147.50	94.25	170.00
26	150.00	94.75	172.50
26	152.50	95.25	175.00
26	155.00	95.75	177.50
26	157.50	96.25	180.00
26	160.00	96.75	182.50
26	162.50	97.25	185.00
26	165.00	97.75	187.50
26	167.50	98.25	190.00
26	170.00	98.75	192.50
26	172.50	99.25	195.00
26	175.00	99.75	197.50
26	177.50	100.25	200.00
26	180.00	100.75	202.50
26	182.50	101.25	205.00
26	185.00	101.75	207.50
26	187.50	102.25	210.00
26	190.00	102.75	212.50
26	192.50	103.25	215.00
26	195.00	103.75	21

NORTHEAST 1/4,  
SOUTHEAST 1/4,

PART OF TAXLOT 6A  
SOUTHWEST 1/4.  
SECTION 19, T14N, R3E

## WRITERS

- [illegible]

## LAND SURVEYOR'S CERTIFICATE

[illegible]

## DEDICATION

[illegible]

BOOKS AVAILABLE

  
 Michael F. Rogers, President

## ACKNOWLEDGEMENT OF NOTARIES

State of Michigan )  
County of Washtenaw ) SS  
On this 4<sup>th</sup> day of May, 2007  
A. J. Bowers, Clerk of the Court, do hereby certify that the foregoing and captioned is a true and correct copy of the original as the same appears in the files of the Court, signed and attested by me, the undersigned, Clerk of the Court, and that the same is a true and correct copy of the original as the same appears in the files of the Court, signed and attested by me, the undersigned, Clerk of the Court.

...and the ...

لیکھنا ہے:

## COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY that the regular and special board dues of  
admitted members the property contributed in the (last Surveyor's  
Certificate and entered in the roll, assigned by the records of this  
office on this 30 day of October, 1905.

TAXES ASSESSED AND LEVIED FOR THE  
CURRENT YEAR ARE NEITHER DUE NOR

## COUNTY SURVEYOR'S CERTIFICATE

This post of \$42.11 was requested by the Valley County Sheriff's Office on 30<sup>th</sup> day of March 2005.

## CITY ENGINEER'S CERTIFICATE

THIS PART OF (SIC) IS NON-REPRODUCIBLE AND NOT REPRODUCIBLE

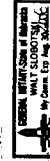


APPROVAL OF CITY PLANNING COMMISSION

This kind of /A/ is also reported and attributed to the City of Rome.

## APPROVAL OF CITY COUNCIL

This plot of (A21.1) vs  $\mu$  is generated by the City Council of Portland



**2000**

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5

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SANITARY AND IMPROVEMENT DISTRICT NO. 210  
SARPY COUNTY, NEBRASKA  
EAGLE VIEW PARK  
(EAGLE VIEW)

## APPROXIMATE QUANTITIES

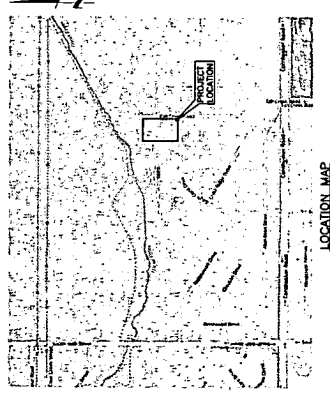
ITEM NO.	BO ITEM DESCRIPTION	APPROXIMATE QUANTITY
1	PAVING (1" - 2" CURBS)	1
2	PAVING (2" - 4" CURBS)	1
3	PAVING (4" - 6" CURBS)	1
4	PAVING (6" - 8" CURBS)	1
5	PAVING (8" - 10" CURBS)	1
6	PAVING (10" - 12" CURBS)	1
7	PAVING (12" - 14" CURBS)	1
8	PAVING (14" - 16" CURBS)	1
9	PAVING (16" - 18" CURBS)	1
10	PAVING (18" - 20" CURBS)	1
11	PAVING (20" - 22" CURBS)	1
12	PAVING (22" - 24" CURBS)	1
13	PAVING (24" - 26" CURBS)	1
14	PAVING (26" - 28" CURBS)	1
15	PAVING (28" - 30" CURBS)	1
16	PAVING (30" - 32" CURBS)	1
17	PAVING (32" - 34" CURBS)	1
18	PAVING (34" - 36" CURBS)	1
19	PAVING (36" - 38" CURBS)	1
20	PAVING (38" - 40" CURBS)	1
21	PAVING (40" - 42" CURBS)	1
22	PAVING (42" - 44" CURBS)	1
23	PAVING (44" - 46" CURBS)	1
24	PAVING (46" - 48" CURBS)	1
25	PAVING (48" - 50" CURBS)	1
26	PAVING (50" - 52" CURBS)	1
27	PAVING (52" - 54" CURBS)	1
28	PAVING (54" - 56" CURBS)	1
29	PAVING (56" - 58" CURBS)	1
30	PAVING (58" - 60" CURBS)	1
31	PAVING (60" - 62" CURBS)	1
32	PAVING (62" - 64" CURBS)	1
33	PAVING (64" - 66" CURBS)	1
34	PAVING (66" - 68" CURBS)	1
35	PAVING (68" - 70" CURBS)	1
36	PAVING (70" - 72" CURBS)	1
37	PAVING (72" - 74" CURBS)	1
38	PAVING (74" - 76" CURBS)	1
39	PAVING (76" - 78" CURBS)	1
40	PAVING (78" - 80" CURBS)	1
41	PAVING (80" - 82" CURBS)	1
42	PAVING (82" - 84" CURBS)	1
43	PAVING (84" - 86" CURBS)	1
44	PAVING (86" - 88" CURBS)	1
45	PAVING (88" - 90" CURBS)	1
46	PAVING (90" - 92" CURBS)	1
47	PAVING (92" - 94" CURBS)	1
48	PAVING (94" - 96" CURBS)	1
49	PAVING (96" - 98" CURBS)	1
50	PAVING (98" - 100" CURBS)	1
51	PAVING (100" - 102" CURBS)	1
52	PAVING (102" - 104" CURBS)	1
53	PAVING (104" - 106" CURBS)	1
54	PAVING (106" - 108" CURBS)	1
55	PAVING (108" - 110" CURBS)	1
56	PAVING (110" - 112" CURBS)	1
57	PAVING (112" - 114" CURBS)	1
58	PAVING (114" - 116" CURBS)	1
59	PAVING (116" - 118" CURBS)	1
60	PAVING (118" - 120" CURBS)	1
61	PAVING (120" - 122" CURBS)	1
62	PAVING (122" - 124" CURBS)	1
63	PAVING (124" - 126" CURBS)	1
64	PAVING (126" - 128" CURBS)	1
65	PAVING (128" - 130" CURBS)	1
66	PAVING (130" - 132" CURBS)	1
67	PAVING (132" - 134" CURBS)	1
68	PAVING (134" - 136" CURBS)	1
69	PAVING (136" - 138" CURBS)	1
70	PAVING (138" - 140" CURBS)	1
71	PAVING (140" - 142" CURBS)	1
72	PAVING (142" - 144" CURBS)	1
73	PAVING (144" - 146" CURBS)	1
74	PAVING (146" - 148" CURBS)	1
75	PAVING (148" - 150" CURBS)	1
76	PAVING (150" - 152" CURBS)	1
77	PAVING (152" - 154" CURBS)	1
78	PAVING (154" - 156" CURBS)	1
79	PAVING (156" - 158" CURBS)	1
80	PAVING (158" - 160" CURBS)	1
81	PAVING (160" - 162" CURBS)	1
82	PAVING (162" - 164" CURBS)	1
83	PAVING (164" - 166" CURBS)	1
84	PAVING (166" - 168" CURBS)	1
85	PAVING (168" - 170" CURBS)	1
86	PAVING (170" - 172" CURBS)	1
87	PAVING (172" - 174" CURBS)	1
88	PAVING (174" - 176" CURBS)	1
89	PAVING (176" - 178" CURBS)	1
90	PAVING (178" - 180" CURBS)	1
91	PAVING (180" - 182" CURBS)	1
92	PAVING (182" - 184" CURBS)	1
93	PAVING (184" - 186" CURBS)	1
94	PAVING (186" - 188" CURBS)	1
95	PAVING (188" - 190" CURBS)	1
96	PAVING (190" - 192" CURBS)	1
97	PAVING (192" - 194" CURBS)	1
98	PAVING (194" - 196" CURBS)	1
99	PAVING (196" - 198" CURBS)	1
100	PAVING (198" - 200" CURBS)	1

## INDEX OF SHEETS

INDEX OF SHEETS			SHEET DESCRIPTION	ORIGINAL DATE	REVISION DATE
SHEET NUMBER					
1	COVER SHEET			03-23-2018	
2	LEGEND SHEET			03-23-2018	
3	GENERAL TOPOGRAPHIC SURVEY (FOR INFORMATIONAL PURPOSES ONLY)			03-23-2018	
4	PLANNING PLAN			03-23-2018	
5	PROPERTY MAP			03-23-2018	
6	CONSTRUCTION DETAILS			03-23-2018	
7	PLANNING PLAN			03-23-2018	

**GENERAL NOTES**

1. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
2. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
3. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
4. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
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6. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
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9. THE ABOVE NAMED INDIVIDUAL HAS BEEN IDENTIFIED BY THE NEW YORK OFFICE OF THE ATTORNEY GENERAL AS BEING A MEMBER OF THE BLACK PANTHER PARTY, A GROUP WHICH HAS BEEN IDENTIFIED BY THE FEDERAL BUREAU OF INVESTIGATION AS BEING A SUBVERSIVE ORGANIZATION.
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# Eagle View Park Plan 2018 Park Improvements

**Exhibit C**  
**(to the Agreement)**



LAMP RYNEARSON

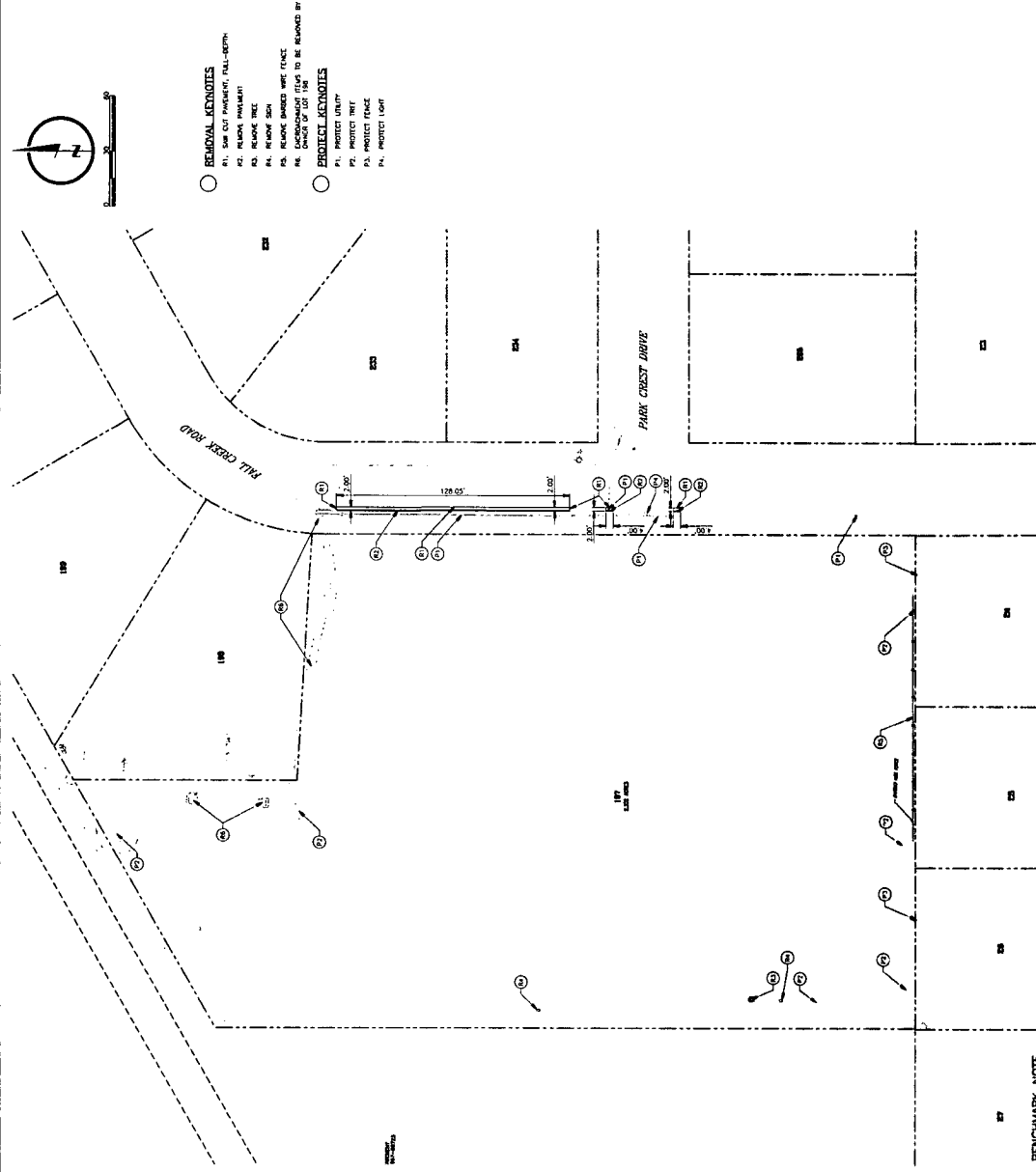
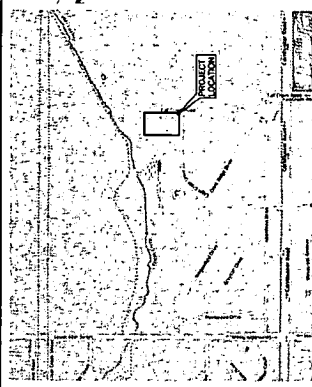
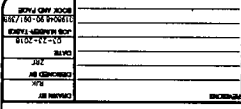
14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
[www.LRA-Inc.com](http://www.LRA-Inc.com)











## REMOVAL NOTES

- [illegible]

### UTILITY CONTACTS

SUMMIT SERIES:	CITY OF CHICAGO GENERAL ASSISTANCE	402-444-3229
POWER	DANIELLE SCHMIDT	402-552-4623
TELEPHONE	EDITHA LAM HOL-ALIS SERVICES GROUP	800-777-0884
CABLE TV	CON RESOURCES SERVICES	402-538-1200
WATER	CONTRACTOR SERVICES AND	402-508-7881 (NORTH)
WAS	CONTRACTOR SERVICES	

**BIENCHMARK NOTE**

**THE UNIVERSITY OF CHICAGO**

## CONTENTS POINTS

CONTRACT NUMBER	CONTRACT POINT	DATE
5/8" REBAR	5/8" REBAR	1989
N 510598.90	N 510598.15	
L 2739005.60	L 2739258.48	
T 5.1, 1043.85	C.F.V. 1021.27	



**Call before you dig.**

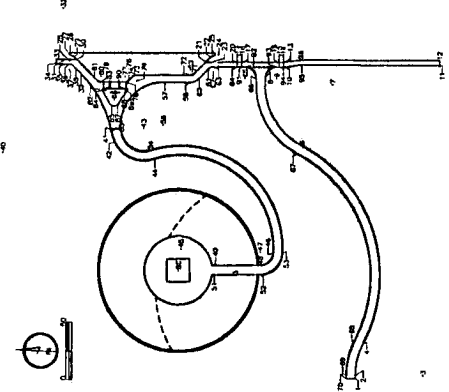


PORTLAND CEMENT CONCRETE (PCC) PAYING NOTES


- [illegible]

## SIDEWALK NOTES

- [illegible]



—

-  **PAVING REINFORCES**

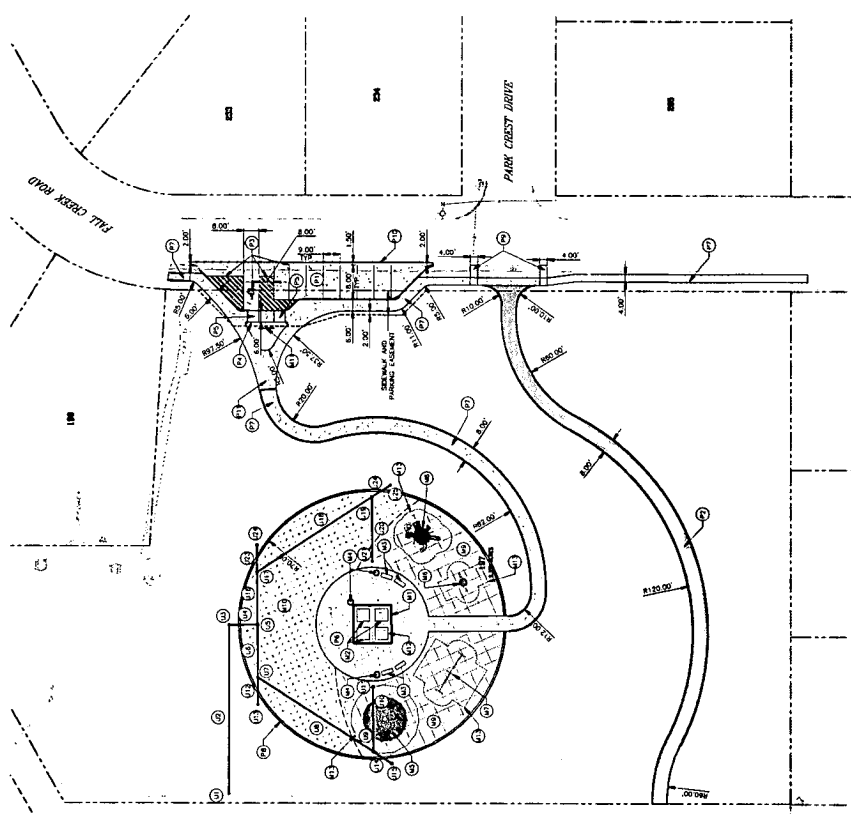
  - P1. CONTRACT 7' MC CONCRETE PAVEMENT WITH INTEGRAL CURB.
  - P2. CONTRACT 7' MC CONCRETE TRAIL - TYPE III, SEE DETAIL SHEET 7.
  - P3. CONTRACT REINFORCING FARRINGS, SEE DETAIL SHEET 7.
  - P4. CONTRACT REINFORCING PARALLEL SHA, SEE DETAIL SHEET 7.
  - P5. CONTRACT 7' MC CONCRETE CURB JUMP, SEE DETAIL SHEET 7.
  - P6. CONTRACT 7' MC CONCRETE SHOULDER AND SEE DETAIL SHEET 7.
  - P7. CONTRACT 7' MC CONCRETE SIDEWALK
  - P8. CONTRACT 7' WIDE MC CONCRETE PAVEMENT CURB.
  - P9. CONTRACT 7' CONCRETE CURB JUMP WITH DETECTABLE WARNING
  - P10. DETAIL SEE PHOTO #3 & 4-4' BARS AT 4'-0" ON CENTER
  - P11. 1/2" CANTERBURY AND 1/2" REINFORCING BRACKET

**MISCELLANEOUS REINFORCES**

  - M1. CONTRACT 1/2" CANTERBURY AND 1/2" REINFORCING BRACKET
  - M2. CONTRACT 1/2" WIDE DETAIL SHA, SANDY BELL BOTTOM COATED

M2. FURNISH AND INSTALL PICNIC SQUARE TABLE, MODEL: WOTS-SEATS, BY THOMAS STERILE. FURNISH AND INSTALL 1000

- [illegible]



**PAVING COORDINATE TABLE**

[illegible]

## UTILITY KENOTES

- [illegible]

### CONTROL POINTS

CONTROL POINT #204  
S/W: ACORN  
N:310250.98  
E:773960.50  
ELEV: 104.85

CONTROL POINT #205  
S/W: REBAR  
N:310822.16  
E:773831.48  
ELEV: 1021.82

ALL OTHERS ARE BEING  
REMOVED. THE REMAINING  
POINTS WILL BE CONSIDERED  
AS THE BENCHMARK FOR  
THE LOCATION, DEPTH, AND  
SIZE OF THE LAGOON. IT  
WILL BE USED TO DETERMINE  
A POSSIBLE FUTURE  
EXPANSION OF THE LAGOON  
AND TO BE USED IN CONSTRUCTION.

**18**

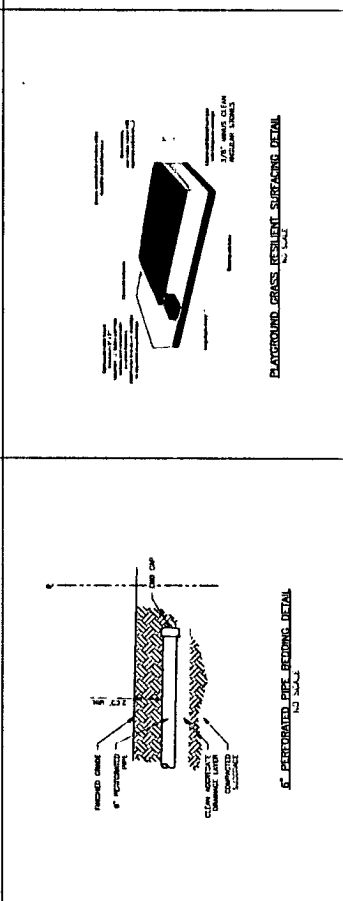
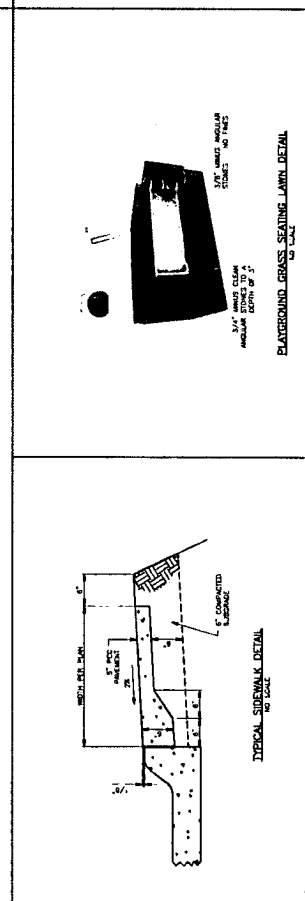
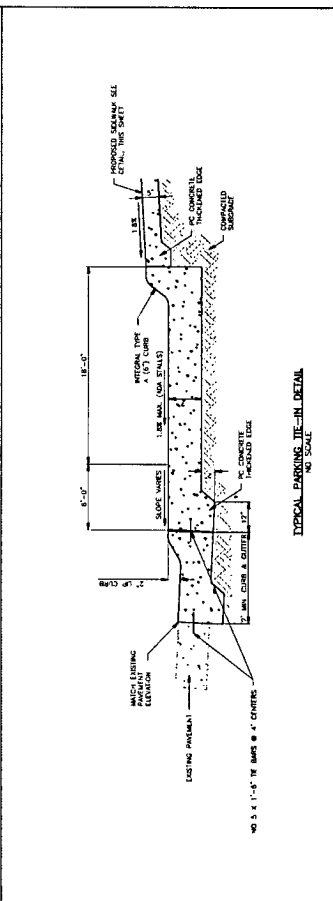
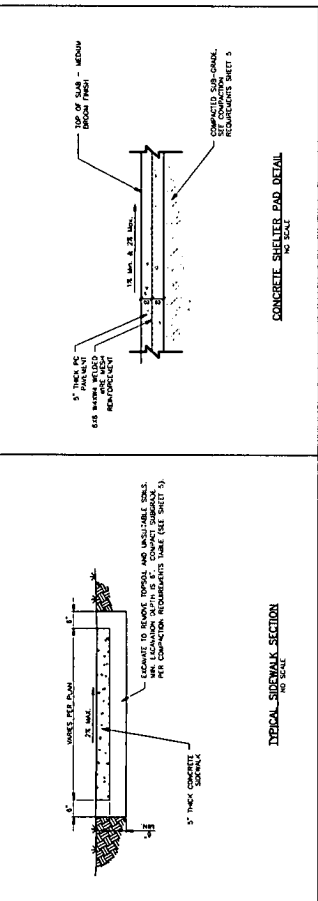
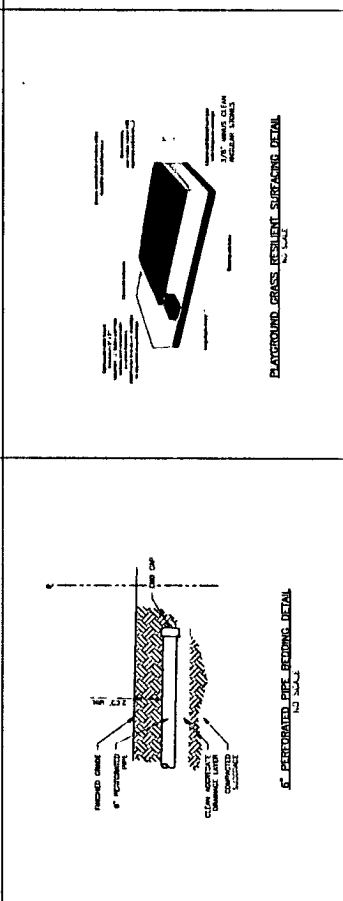
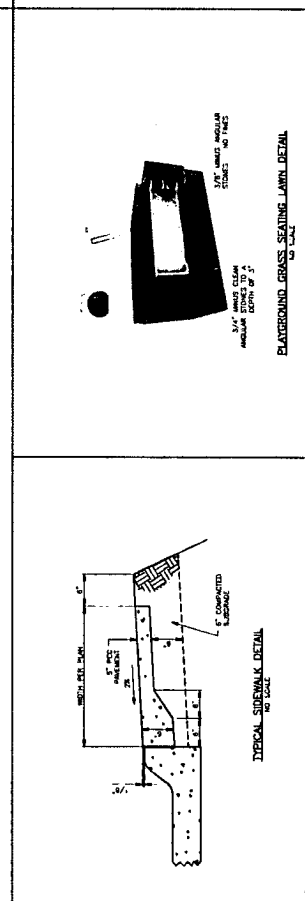
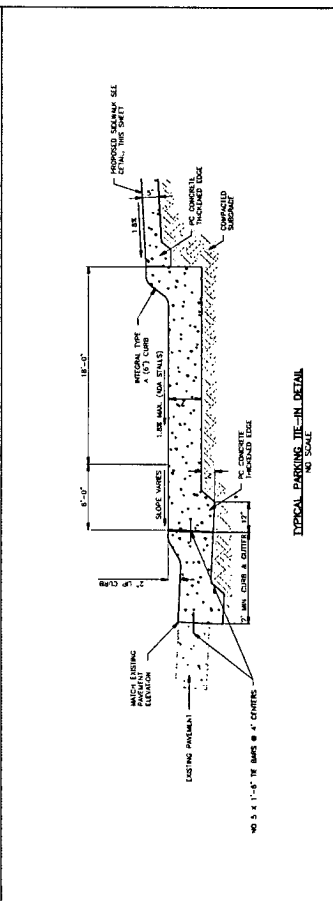
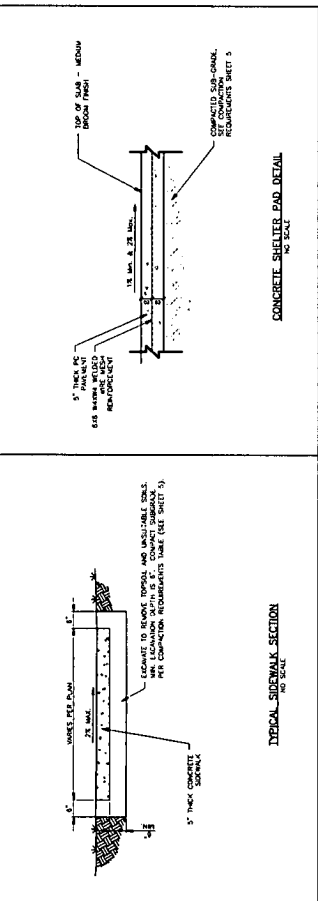
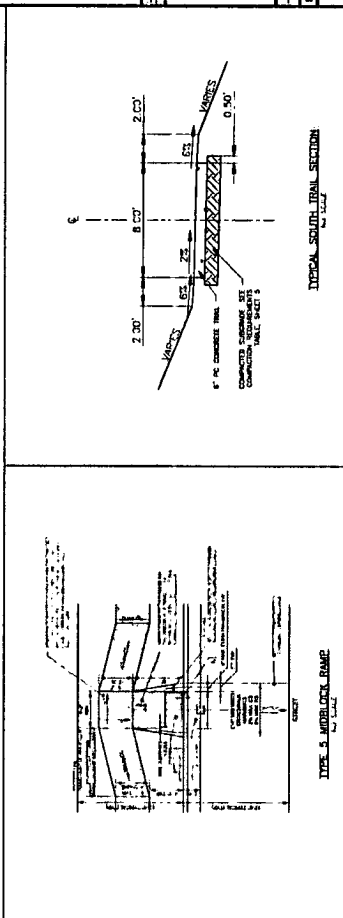
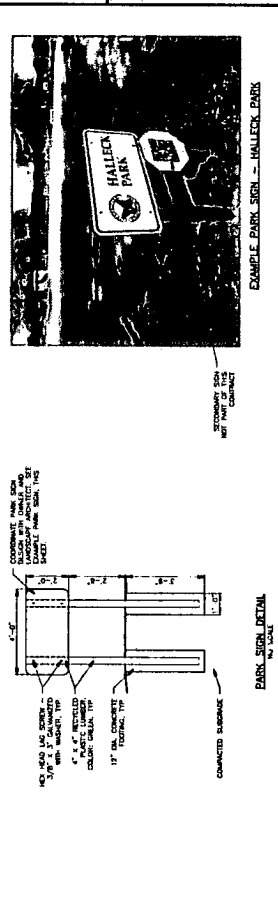
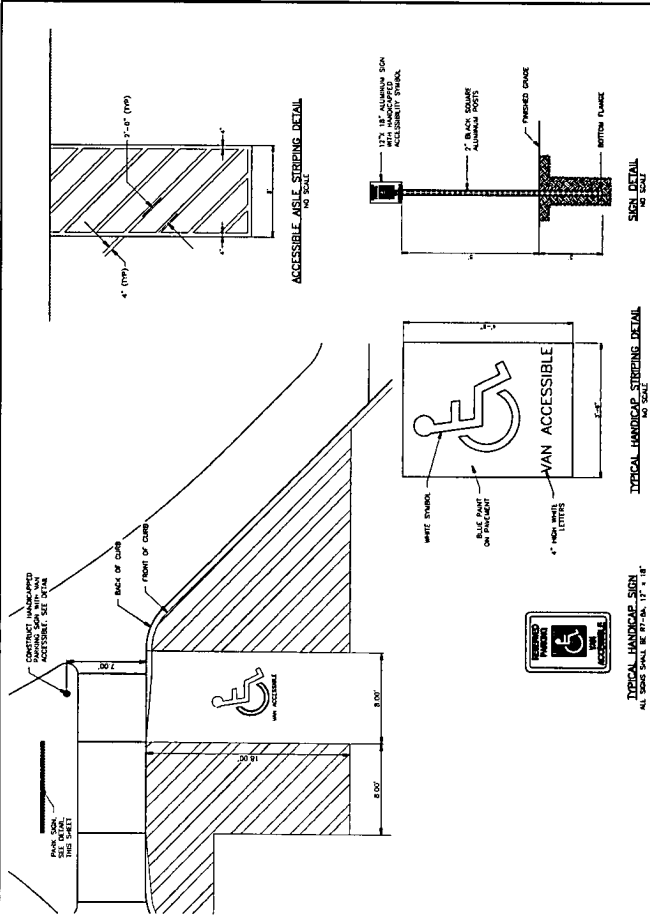
Know what's below.  
Call before you dig.

PROJECT NO.	17-01-01
DATE	01-21-2018
DESIGNED BY	W. J. RYAN
CHECKED BY	W. J. RYAN
IN CHARGE	W. J. RYAN

SAINTARY AND IMPROVEMENT DISTRICT NO. 210 SAPPY COUNTY, NE  
 LAMP RYNEARSON ASSOCIATES  
 14710 West Dodge Road, Suite 100, Omaha, NE 68144-2023  
 402.496.2498  
 www.lra-inc.com

# CONSTRUCTION DETAILS

SHEET	7	OF	8
DATE	01-21-2018		
PROJECT	HAILECK PARK		





## Park Design

Assumptions/Comments:

Updated per Dostal's bid: 5/2/2018

# EXHIBIT D

## (to the Agreement)

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. REMOVE TREE - 3" CALIPER	1	EA	\$100.00	\$100.00
2. REMOVE POSTS AND BARBED WIRE FENCE	1	LS	\$500.00	\$500.00
3. REMOVE SIGN POSTS AND SIGNS	1	LS	\$100.00	\$100.00
4. CONSTRUCT ROCK ACCESS ROAD	100	TN	\$20.00	\$2,000.00
5. STRIP, STOCKPILE, AND RESPREAD TOPSOIL (918 CY X 1.5)	1,377	CY	\$5.00	\$6,885.00
6. COMMON EARTH EXCAVATION (ESTABLISHED QUANTITY)	5,050	CY	\$7.00	\$35,350.00
7. CONSTRUCT SILT FENCE	390	LF	\$5.00	\$1,950.00
8. SAW-CUT PAVEMENT, FULL DEPTH	175	LF	\$6.00	\$1,050.00
9. REMOVE PAVEMENT	35	SY	\$30.00	\$1,050.00
10. CONSTRUCT 4" PERFORATED STORM SEWER	360	LF	\$18.00	\$6,480.00
11. CONSTRUCT 6" PERFORATED STORM SEWER WITH PIPE BEDDING	110	LF	\$22.00	\$2,420.00
CONSTRUCT 7" PC CONCRETE PAVEMENT WITH INTEGRAL CURB - TYPE L6S	310	SY	\$55.00	\$17,050.00
13. CONSTRUCT 6" PC CONCRETE TRAIL - TYPE L6	2,825	SY	\$6.00	\$15,750.00
14. CONSTRUCT 5" PC CONCRETE SIDEWALK - TYPE L6	5,330	SF	\$6.00	\$31,980.00
15. CONSTRUCT 5" PC CONCRETE SHELTER PAD - TYPE L6	3,400	SF	\$6.00	\$20,400.00
16. DRILL AND EPOXY NO. 5 X 1'-6" TIE BARS AT 4'-0" CENTERS	70	EA	\$8.00	\$560.00
17. CONSTRUCT CONCRETE CURB RAMP	2	EA	\$1,000.00	\$2,000.00
CONSTRUCT CONCRETE CURB RAMP WITH DETECTABLE WARNING				
18. INSERT	2	EA	\$1,250.00	\$2,500.00
19. CONSTRUCT PAVEMENT MARKINGS	1	LS	\$500.00	\$500.00
20. CONSTRUCT ACCESSIBLE STRIPING AND SIGNAGE	1	LS	\$500.00	\$500.00
21. CONSTRUCT SHELTER	1	EA	\$22,000.00	\$22,000.00
22. FURNISH AND INSTALL BENCH	4	EA	\$1,100.00	\$4,400.00
23. FURNISH AND INSTALL PICNIC TABLE	4	EA	\$2,650.00	\$10,600.00
24. FURNISH AND INSTALL TRASH RECEPTACLE	3	EA	\$1,200.00	\$3,600.00
25. CONSTRUCT PLAY EQUIPMENT AGE 2-5	1	EA	\$13,000.00	\$13,000.00
26. CONSTRUCT 2-BAY SWING	1	EA	\$8,000.00	\$8,000.00
27. CONSTRUCT CLOUD NINE SWING	1	EA	\$10,000.00	\$10,000.00
28. CONSTRUCT GEOBALL.05	1	EA	\$128,000.00	\$128,000.00
29. CONSTRUCT PARK SIGN	1	LS	\$1,200.00	\$1,200.00
30. CONSTRUCT PLAYGROUND GRASS RESILIENT SURFACING	6,275	SF	\$20.00	\$125,500.00
31. CONSTRUCT PLAYGROUND GRASS SEATING LAWN	5,970	SF	\$17.50	\$104,475.00
32. CONSTRUCT REINFORCED CONCRETE CURB	432	LF	\$34.00	\$14,688.00
33. SEEDING - TYPE "SUPERTURF I LS"	0.60	AC	\$3,000.00	\$1,800.00
34. SEEDING - TYPE "LITTLE BUCKAROO NATIVE MIX"	1.30	AC	\$2,500.00	\$3,250.00
35. ROLLED EROSION CONTROL, TYPE II	640	SY	\$2.50	\$1,600.00
36. FURNISH AND INSTALL CHINKAPIN OAK	6	EA	\$300.00	\$1,800.00
37. FURNISH AND INSTALL PRAIRIE DROPSEED	5	EA	\$40.00	\$200.00
38. FURNISH AND INSTALL HEAVY METAL SWITCHGRASS	6	EA	\$40.00	\$240.00
39. HARDWOOD MULCH	2.5	CY	\$100.00	\$250.00
CONTINGENCY	3%	LS	\$603,728.00	\$18,111.84

Estimated Construction Costs:

\$621,839.84

## Project Funding Sources

General Fund		\$
<b>Estimated Soft Costs</b>		
Engineering Design and Construction		
Administration:		\$0.00
0.50% Geotechnical and Testing:		\$0.00
0.00% Legal:		\$0.00
0.00% Fiscal:		\$0.00
0.00% Interest:		\$0.00
3 Duration (Months)		
Total Estimated Soft Costs General Fund:	0%	\$0.00
Total Estimated Costs General Fund:		\$0.00

Construction Fund		\$621,839.84
<b>Estimated Soft Costs</b>		
6.35% Engineering Design and Construction		
0.50% Geotechnical and Testing:		\$3,109.20
4.50% Legal:		\$28,000.00
0.00% Fiscal:		\$0.00
0.00% Interest:		\$0.00
Duration (Months)		
Total Estimated Soft Costs Construction Fund:	11%	\$70,809.20
Total Estimated Costs Construction Fund:		\$692,449.04
Total Estimated Project Costs:		\$692,449.04

2019-04283 (40)