

FILED SARPY CO. NE  
INSTRUMENT NUMBER

*2008-21169*

2008 JL 24 AM 10:56

*Lloyd J. Dowding*

REGISTER OF DEEDS

COUNTER	<u>W</u>	G.E.	<u>W</u>
VERIFY	<u>P</u>	D.E.	<u>P</u>
PROOF	<u>LM</u>		
FEE \$	<u>100.00</u>		
CHECK #			
CHG.	<u>COP</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

21169

A

SECOND AMENDMENT TO THE  
SUBDIVISION AGREEMENT

THIS SECOND AMENDMENT TO THE SUBDIVISION AGREEMENT made this 15<sup>th</sup> day of July, 2008 ("Effective Date") by and between STONE CREEK PLAZA, L.L.C. (hereinafter referred to as "DEVELOPER"); SANITARY AND IMPROVEMENT DISTRICT NO. 275, a Nebraska political subdivision (hereinafter referred to as "DISTRICT"); and the CITY OF PAPILLION, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, the DEVELOPER, the DISTRICT and CITY entered into a Subdivision Agreement ("Subdivision Agreement") dated April 18, 2006 with respect to the area to be developed (Lots 1 through 226, inclusive, and Outlots A through F, Kingsbury Hills); and

WHEREAS, DEVELOPER desires to replat and develop Lots 55 through 82, inclusive, 125 through 142, inclusive, 157 through 174, inclusive, 189 through 201, inclusive, and 210 through 226, inclusive, Kingsbury Hills into Lots 1 through 112, inclusive, Kingsbury Hills Replat One (hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire to modify the Subdivision Agreement to allow for the replatting and development of the Property as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions: Unless otherwise defined in this Second Amendment, all capitalized terms used in this Second Amendment shall have the same meaning set forth for such terms in the Subdivision Agreement.

2. Amendments to Subdivision Agreement. The following provisions of the Subdivision Agreement shall be modified with respect to the development of the Property as follows:

A. Recitals. The first paragraph of the Recitals shall be amended as follows:

Exhibit A is hereby amended to reflect the final plat of the Property as shown on Exhibit A-1 attached hereto (Lots 1 through 112, inclusive, Kingsbury Hills Replat One).

B. Exhibit B-1 is hereby amended to reflect the modifications to the storm sewer and paving plans for the development of the Property as shown on Exhibit B-1A.

C. Exhibit B-1 is hereby amended to reflect the modifications to the sanitary sewer plans for the development of the Property as shown on Exhibit B-1B attached hereto.

B

D. Exhibit C dated 7/27/07 is hereby repealed in its entirety and the attached Exhibit C-1 is hereby substituted in its place with respect to the Summary of Estimated Construction Costs.

E. Exhibit D is hereby amended to reflect the modifications to the water plans as shown on Exhibit D-1 attached hereto.

F. Exhibit F is hereby repealed in its entirety and the attached Exhibit F-1 is hereby substituted in its place with respect to the Phasing Plan.

G. Article I, Section G is hereby amended as follows:

Capital facilities charges to the City of Papillion in the amount of \$430,772 less a credit for exterior water main extension of \$107,693 for a net charge of \$323,079. The City has received \$302,829.00 from the District. Accordingly, the District shall pay an additional capital facilities charge in the amount of \$20,250, which sum may be one-half specially assessed against the single family lots and one-half may be a general obligation debt of the District.

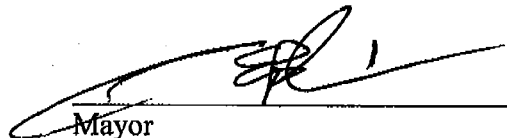
3. Miscellaneous.

A. Counterparts. This Second Amendment may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

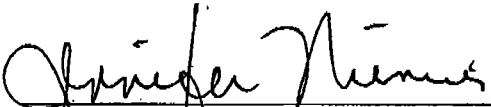
B. No Other Amendment. Except as specifically set forth herein, the Subdivision Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is effective on the day and year first above written.

CITY OF PAPIILLION, A Nebraska Municipal Corporation

  
\_\_\_\_\_  
Mayor

ATTEST:

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



C

SANITARY & IMPROVEMENT DISTRICT  
NO. 275 OF SARPY COUNTY, NEBRASKA

Date: 5/15/2008

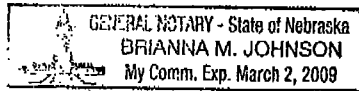
By: [Signature]

Its: Chairman

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Neil Smith,  
chairman of Sanitary & Improvement District No. 275, known to me to be the identical  
person who executed the above instrument and acknowledged the execution thereof to be his or her  
voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 15<sup>th</sup> day of May, 2008.



[Signature]  
Notary Public

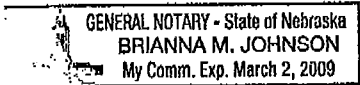
APPROVED AS TO FORM:

[Signature]  
Attorney for Sanitary and Improvement  
District No. 275 of Sarpy County, Nebraska

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF SARPY     )

Before me, a notary public, in and for said county and state, personally came Larry A. Johnson  
Attorney for Sanitary & Improvement District No. 275, known to me to be the identical person who  
executed the above instrument and acknowledged the execution thereof to be his or her voluntary  
act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of May, 2008.



[Signature]

D

STONE CREEK PLAZA, L.L.C., a Nebraska limited liability company,

Date: 5/15/08

By: *Gerald Torczon*

Its: *President*

STATE OF NEBRASKA )  
  )ss.  
COUNTY OF SARPY )

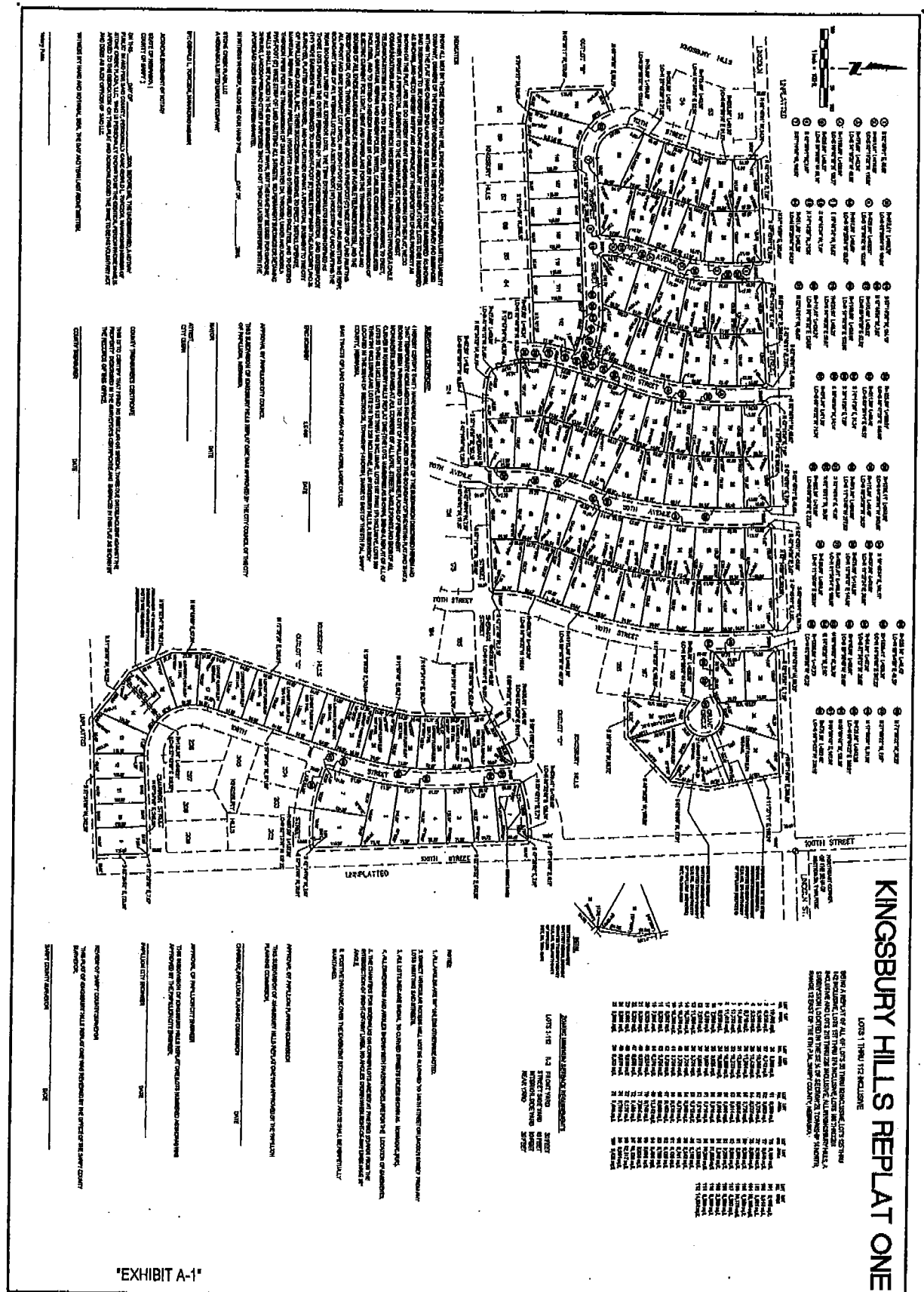
Before me, a notary public, in and for said county and state, personally came Gerald Torczon, member of Stone Creek Plaza, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his or her voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 15<sup>th</sup> day of May, 2008.



*Brianna M. Johnson*  
Notary Public

11

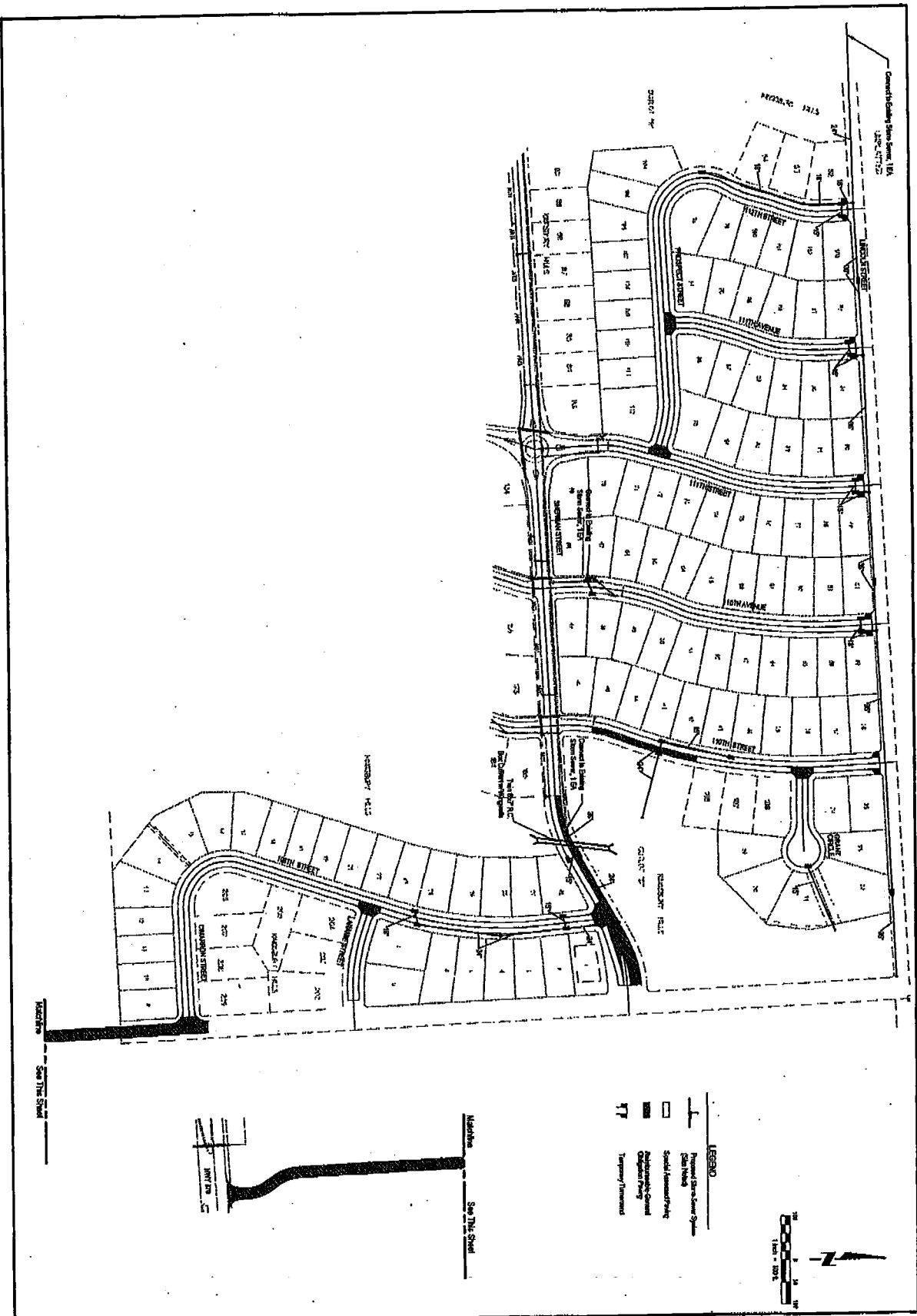


'EXHIBIT A-1'

Project: 200402301 Final Plat Design: PLAT-REP-LAT-ONE-000.dwg, 26x36 NS Final, Omega, 4/25/08 1:38:48 PM, Janet Lister (0 1/2 x 11 in)

<p><b>E&amp;A CONSULTING GROUP, INC.</b>        ENGINEERING • PLANNING • FIELD SERVICES</p>	<p><b>KINGSBURY HILLS REPLAT ONE</b>        PLAT-REP-LAT-ONE</p>	<p><b>FINAL PLAT</b></p>
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F



Rev. No.	Description	By	Date
1	Issue for Review		
2	Issue for Construction		

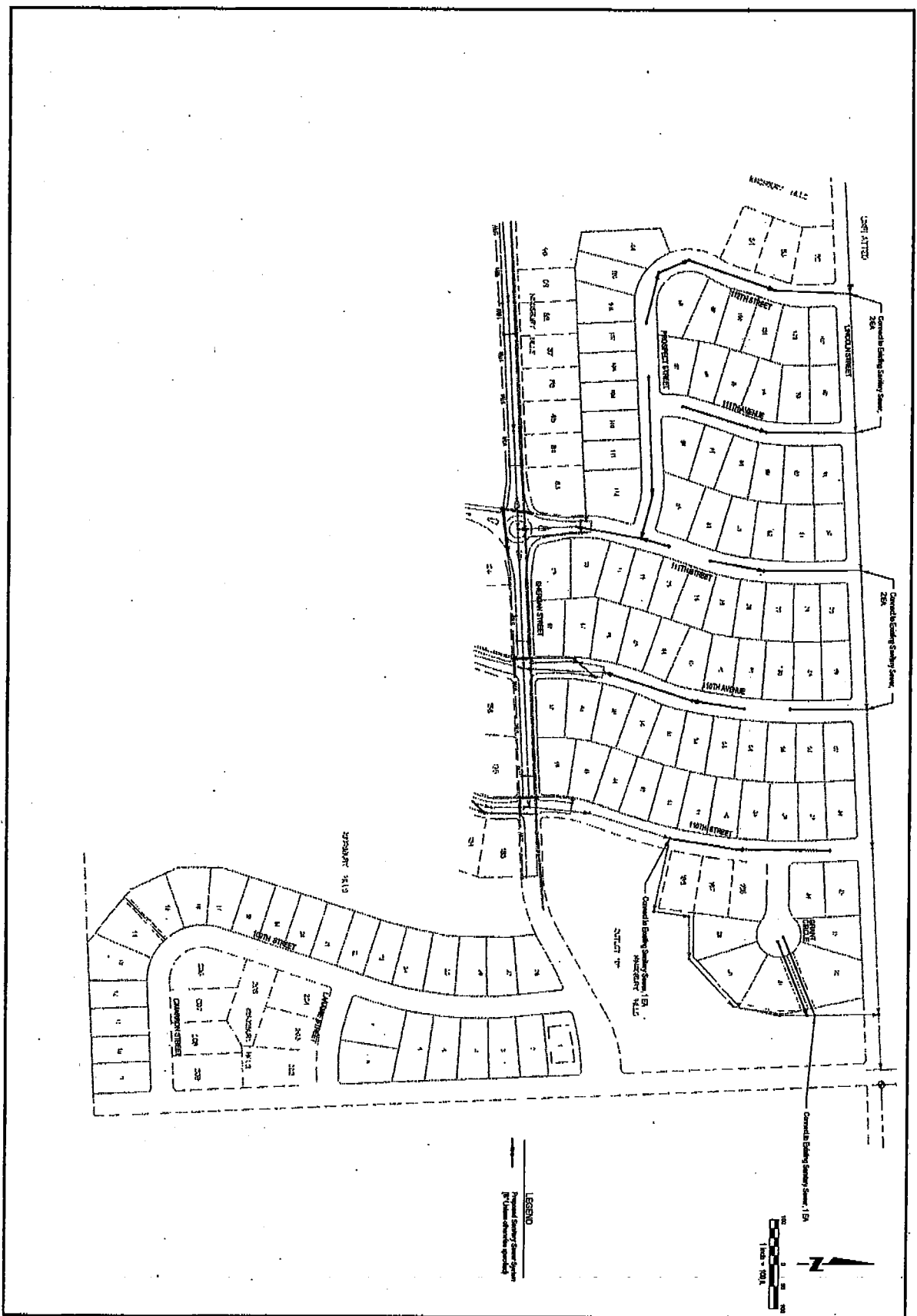
**FINAL STORM SEWER & PAVING EXHIBIT "B-1A"**

**KINGSBURY HILLS  
REPLAT ONE**

6.6 LD, WE 216  
ARMY COUNTY, MISSOURI

**e+a** **E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

316 NORTH 10TH STREET, SUITE 100, OMAHA, NE 68104  
PHONE: (402) 464-2700 FAX: (402) 464-2701  
www.eaagroup.com



Proj No.	2011-225-01
Date	07/27/2011
Drawn By	SLJ
Checked By	SLJ
Scale	1" = 100'

**FINAL SANITARY SEWER  
EXHIBIT "B-1B"**

**KINGSBURY HILLS  
REPLAT ONE**

84 LD. NO. 215  
HAWK COUNTY, MISSOURI

**e+a** **E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

720 NORTH 14TH STREET, OMAHA, NE 68114  
PH: (402) 426-2200 FAX: (402) 426-2201  
WWW.EAGROUP.COM



E & A CONSULTING GROUP  
330 N. 117TH STREET, OMAHA, NE 68184

PHONE (402) 895-4700  
FAX (402) 896-3698

H

**SUMMARY OF ESTIMATED CONSTRUCTION COSTS - "EXHIBIT C-1"**

PROJECT: KINGSBURY HILLS ZONING: TOTAL LOTS 244 LOTS  
SINGLE TAPESTRY 110 LOTS  
DEVELOPER: TORCZON SINGLE GALLERY 134 LOTS  
AREA (ACRES): 06 COMMERCIAL 43.86 ACRES  
JURISDICTION: PAPILLION  
DATE: 07/01/08  
ESTIMATED BY: ELLIOTT

ITEM	CONSTRUCT.	TOTAL	BY CITY OF PAPILLION	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
EXTERIOR SIDEWALKS, (114TH STREET)	60,650	70,770		28,893		\$ 43,877
SANITARY STORM & PAVING - SECTION I	1,299,426	1,898,629		1,289,580		607,049
SANITARY SEWER EASEMENT	28,723	31,463		31,453		0
SANITARY SEWER (INTERIOR RESIDENTIAL), PHASE	220,725	309,015		309,015		0
SANITARY SEWER (INTERIOR COMMERCIAL)	0	0		0		0
SANITARY SEWER (EXTERIOR), TO BE DONE BY CITY	856,292	1,147,550	0	0	0	0
ATTRIBUTED TO RESIDENTIAL					760,826	
ATTRIBUTED TO COMMERCIAL					386,724	
PAVING (INTERIOR RESIDENTIAL), PHASE II	390,313	546,438		463,438		83,004
PAVING (INTERIOR COMMERCIAL)	0	0		0		0
PAVING (114th STREET IMPROVEMENTS)	503,396	755,084	0	0	0	\$31,884
SARPY COUNTY					249,181	
COMMERCIAL					174,049	
PAVING (108th STREET IMPROVEMENTS)	134,533	181,820		0	0	26,171
SARPY COUNTY					59,935	
COMMERCIAL					95,514	
PAVING LINCOLN ROAD	230,100	230,100			77,550	152,550
WATER SYSTEM - SECTION I	626,083	871,480		408,333	0	44,114
ATTRIBUTED TO COMMERCIAL					384,219	
WATER (INTERIOR RESIDENTIAL), PHASE II	182,290	269,208		247,112	0	22,094
WATER (INTERIOR COMMERCIAL)	0	0		0		0
WATER (108TH STREET EXTERIOR)	78,300	103,356		0	0	103,356
ATTRIBUTED TO COMMERCIAL					0	
CAPITAL FACILITY CHARGES	329,829	386,065		242,019		144,046
UNDERGROUND ELECTRICAL RESIDENTIAL	233,000	337,711		337,711		0
UNDERGROUND ELECTRICAL COMMERCIAL	0	0		0		0
STORM SEWER RESIDENTIAL, PHASE II	458,784	639,498		221,385		418,133
STORM SEWER COMMERCIAL	0	0		0		0
PARK ACQUISITION	81,270	95,333		0		95,333
PARK IMPROVEMENTS	100,000	136,000		0		135,000
<b>TOTALS</b>	<b>5,909,595</b>	<b>\$8,008,318</b>	<b>\$0</b>	<b>\$3,578,914</b>	<b>\$2,187,998</b>	<b>\$ 2,208,591</b>

PER SINGLE FAMILY LOT COMMERCIAL ASSESSMENT \$13,888  
\$ 161,128

NOTES:

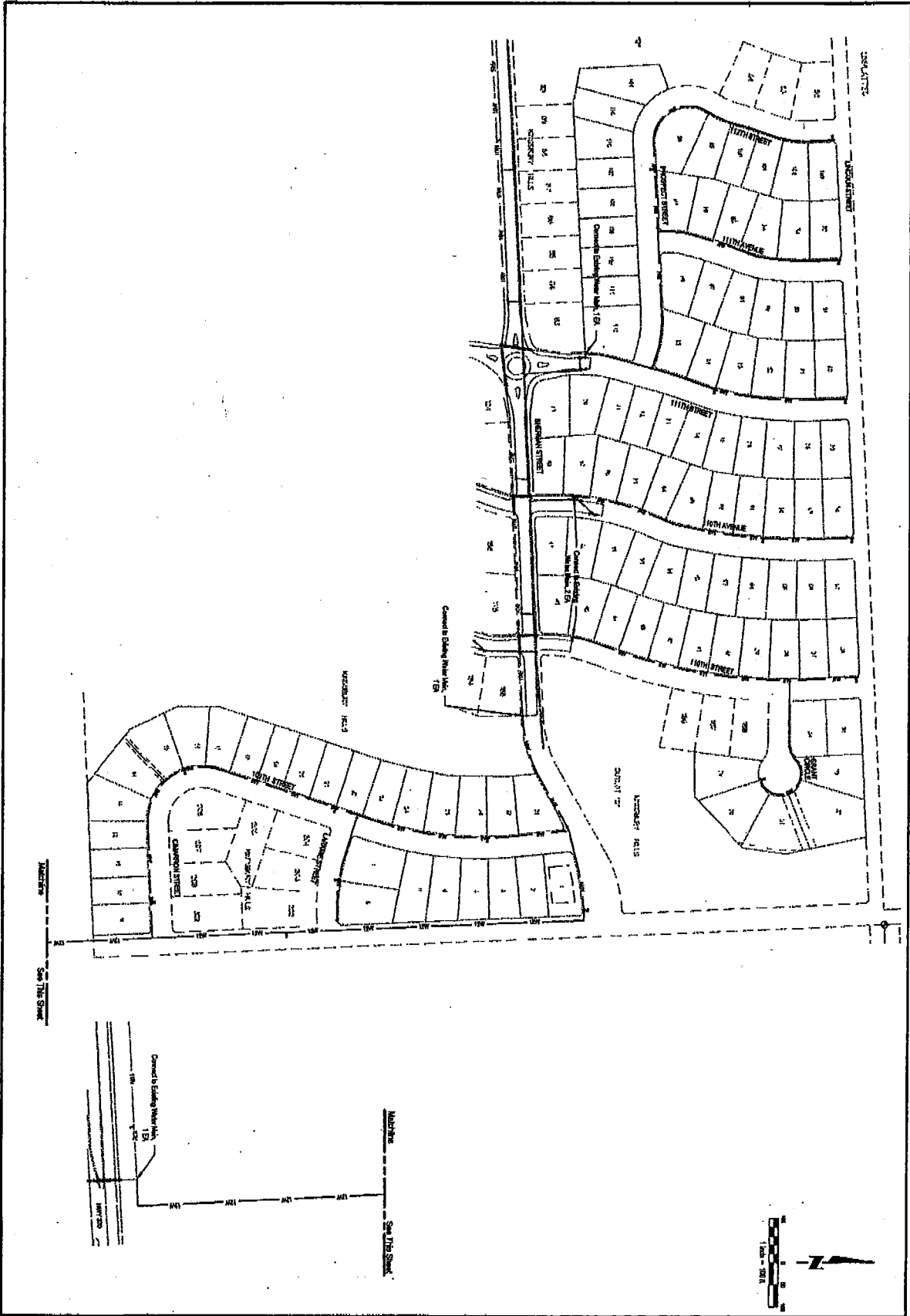
1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, LANDSCAPING

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION:	110 S.F. @	\$236,000	=	\$25,960,000
	134 S.F. @	\$185,000	=	\$24,790,000
	0 COMM. @	\$980,000	=	\$0

TOTAL @ 100% \$ 50,840,000

4) G.O. DEBT RATIO = \$2,208,591 / \$ 50,840,000 = 4.36%



Plan No.	2004-111	DATE	DATE
Drawn By	MLF	Checked By	MLF
Scale	1" = 20' N	Sheet	1 of 1

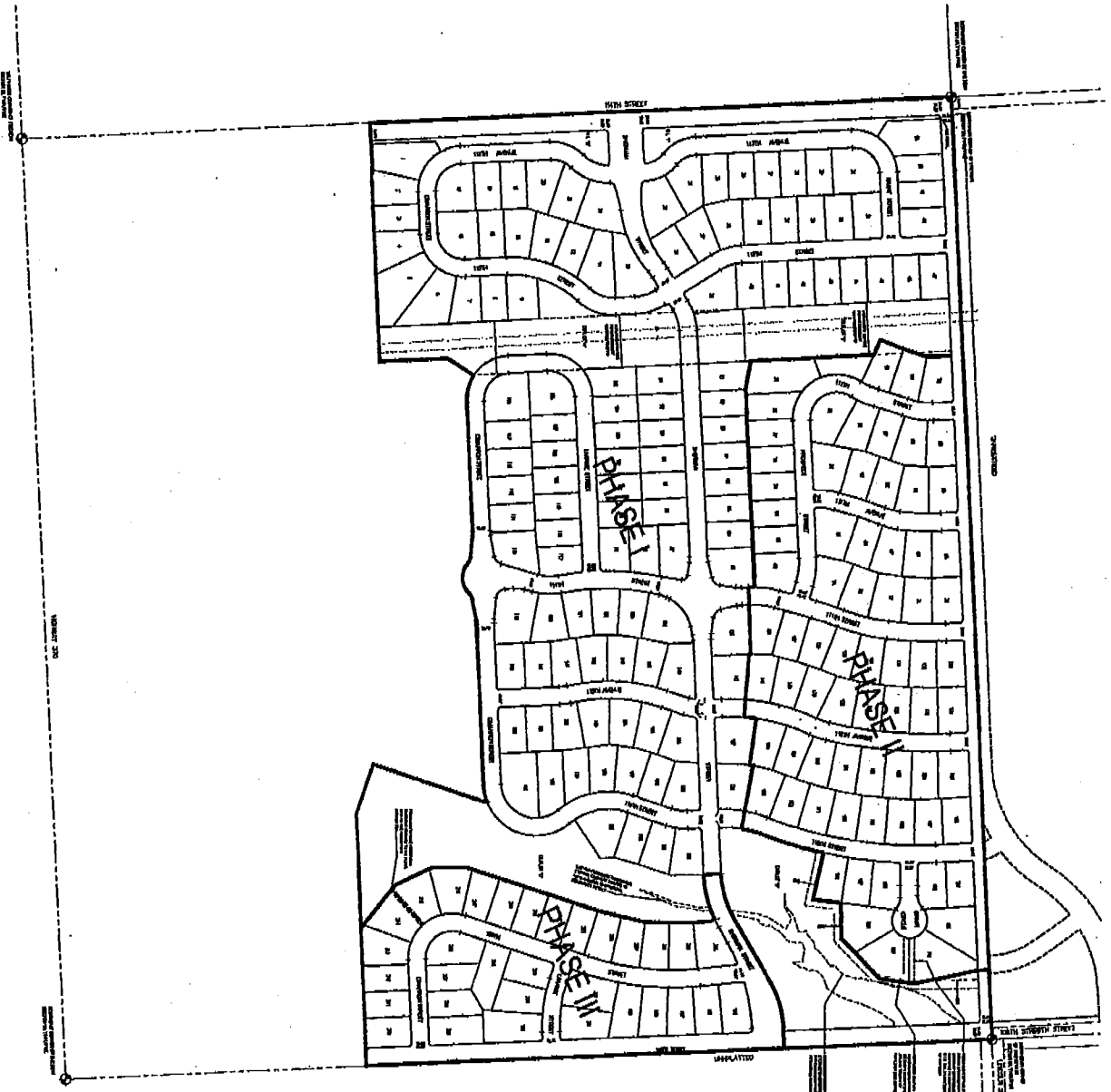
FINAL WATER EXHIBIT "D-1"

KINGSBURY HILLS  
REPLAT ONE  
22 1/2 N. 107<sup>th</sup> ST.  
BANY COUNTY, NEBRASKA

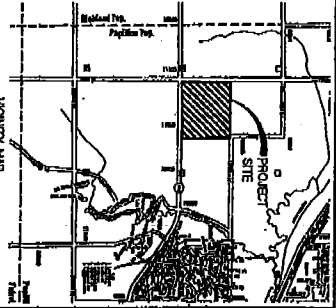
**e+a** E&A CONSULTING GROUP, INC.  
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320 NORTH 177TH STREET OMAHA, NE 68104  
781.646.1000 FAX 781.646.1001  
www.eagroup.com

2008-21169

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\*EXHIBIT F-1\*

NO.	DATE	BY	DESCRIPTION
1	04/25/08	JL	ISSUED FOR PERMIT
2	04/25/08	JL	ISSUED FOR PERMIT
3	04/25/08	JL	ISSUED FOR PERMIT
4	04/25/08	JL	ISSUED FOR PERMIT
5	04/25/08	JL	ISSUED FOR PERMIT
6	04/25/08	JL	ISSUED FOR PERMIT
7	04/25/08	JL	ISSUED FOR PERMIT
8	04/25/08	JL	ISSUED FOR PERMIT
9	04/25/08	JL	ISSUED FOR PERMIT
10	04/25/08	JL	ISSUED FOR PERMIT

PHASE EXHIBIT

KNOSBERRY HILLS

**E&A CONSULTING GROUP, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS

10000 W. 10th Street, Suite 100  
 Denver, CO 80202  
 Phone: 303.755.1100  
 Fax: 303.755.1101  
 Website: www.eaconsulting.com