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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2014-22608

10/08/2014 4:00:50 PM

*Lloyd J. Dowding*

REGISTER OF DEEDS



**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, # 1230

PAPILLION, NE 68046-2842

402-593-5773

*RTR*  
*City of Papillion*  
*122 East Third St*  
*Papillion, NE 68046*

A

THIRD AMENDMENT TO THE  
SUBDIVISION AGREEMENT

THIS THIRD AMENDMENT TO THE SUBDIVISION AGREEMENT made this 16<sup>th</sup> day of September, 2014, (Effective Date), by and between **Boyer Young Equities VII LLC**, a Nebraska limited liability company, **Celebrity Homes, Inc.**, a Nebraska corporation (hereinafter referred to as "Replat Five Developer", being the successor to the original developer, Boyer Young Equities VII, LLC as defined in Section 4, D), **Market Place Apartments LLC** a Nebraska limited liability company (being the successor to the original owner of Lot 208, Stockmans Hollow, Tuscany Place LLC), **Sanitary and Improvement District No. 286 of Sarpy County, Nebraska**, a Nebraska political subdivision, (hereinafter referred to as "District"), and the **City of Papillion**, a municipal corporation (hereinafter referred to as "City").

W I T N E S S E T H ;

WHEREAS, Boyer Young Equities VII (as original Developer), Tuscany Place LLC (as original owner of Lot 208, Stockmans Hollow), District and City entered into a Subdivision Agreement ("Subdivision Agreement") dated June 19, 2007, a First Amendment thereto dated August 3, 2010, and a Second Amendment thereto dated August 2, 2011, with respect to the area to be developed; and

WHEREAS, Replat Five Developer as successor acknowledges that it assumes all responsibilities of Boyer Young Entities VII, LLC established by the Subdivision Agreement, the First Amendment, and the Second Amendment related to Lots 1 through 62 and Outlots A through D, inclusive Stockmans Hollow Replat Five (hereinafter referred to as the "Property"); and

WHEREAS, Market Place Apartments LLC as successor acknowledges that it assumes all responsibilities of Tuscany Place, LLC established by the Subdivision Agreement, the First Amendment, and the Second Amendment; and

WHEREAS, Replat Five Developer now desires to replat and develop Lots 1 through 85, and Outlots A through G, inclusive, Stockmans Hollow Replat Four into Lots 1 through 62 and Outlots A through D, inclusive Stockmans Hollow Replat Five; and

WHEREAS, the parties hereto desire to further 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. **Area of Application:** This Third Amendment applies to i) Lots 1 through 52, Lots 54 through 188, Lots 204 through 205, and Lots 208 through 209, Stockmans Hollow, ii) Lots 1 through 14, Stockmans Hollow Replat One, iii) Lot 1, Stockmans Hollow Replat Two, iii) Lots 4 through 31 and Lots 34 through 49, Stockmans Hollow Replat Three, iv) Lots 86 through 90, Stockmans Hollow Replat Four and v) Lots 1 through 62 and Outlots A through D, inclusive, Stockmans Hollow Replat Five.

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

B

3. **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. **Exhibit "A"** is hereby amended to reflect the final plat of the Property as shown on **Exhibit "A-4"** attached hereto (Lots 1 through 62 and Outlots A through D, inclusive, Stockmans Hollow Replat Five). Attached hereto, as **Exhibit "A-5"** is a metes and bounds description of the area contained within such final plat.
- B. **Exhibit "B"** 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-3"**.
- C. **Exhibit "B-2"** showing the modification to the storm sewer and paving plans for Stockmans Hollow Replat 4 is hereby repealed for Lots 1 through 85 and Outlots A through G, Stockmans Hollow Replat Four.
- D. **Exhibit "C"** is hereby amended to reflect the modifications to the sanitary sewer and water plans for the development of the Property as shown on **Exhibit "C-3"** attached hereto.
- E. **Exhibit "C-2"** showing the modification to the sanitary sewer and water plans for Stockmans Hollow Replat 4 is hereby repealed for Lots 1 through 85 and Outlots A through G, Stockmans Hollow Replat Four.
- F. **Exhibit "D-2"** to the Subdivision Agreement is hereby repealed in its entirety and the attached **Exhibit "D-3"** is hereby submitted in its place with respect to the Summary of Estimated Construction Costs.
- G. **Exhibit "F-2"** is hereby repealed in its entirety and the attached **Exhibit "F-3"** is hereby substituted in its place with respect to sediment and/or detention.
- H. **Article III, Section F** is hereby amended as follows: Capital Facilities Charges to the City of Papillion in the amount of \$128,025.25, less a credit for charges paid in the amount of \$127,500, for a net charge of \$525.25. Not less than 50% of gross capital facility charges paid to the City of Papillion shall be specially assessed against properties served. Capital Facilities Charges shall be paid prior to issuance of any building permits.
- I. **Exhibit H** showing the Phasing Plan for installation of the public improvements and development of the lots

C

for Stockmans Hollow Replat 4 is hereby repealed in its entirety.

J. Second Amendment, Section 3, Subsection B. Section 3, Subsection B of the Second Amendment to the Subdivision Agreement (Maintenance of Outlots) is hereby repealed in its entirety.

K. Second Amendment, Section 3, Subsection C. Section 3, Subsection C of the Second Amendment to the Subdivision Agreement (Sidewalks for Stockmans Hollow Replat Four) is hereby repealed in its entirety.

L. Second Amendment, Section 3, Subsection D. Section 3, Subsection D of the Second Amendment to the Subdivision Agreement (Snow Removal and Rain Garden Maintenance in Parking Areas in Cul-de-Sacs) is hereby repealed in its entirety.

4. **Additional Provisions:**

**A. Financing of Public Improvements for Stockmans**

**Hollow Replat 5:** With the exception of the sidewalk along 66<sup>th</sup> Street previously identified as to be constructed by District using a general obligation debt, Developer agrees that all public improvements for Stockmans Hollow Replat 5 shall be privately financed by Replat Five Developer.

**B. Maintenance of Outlots:** Outlots A through D, inclusive, shall be maintained by Replat Five Developer or its Homeowners Association formed for that purpose, including but not limited to, all requirements, including rain garden construction and maintenance, and to comply with the Post Construction Storm Water Management Requirements of the City of Papillion. No district funds may be used for such purposes unless approved by the City. The obligations of this paragraph shall survive annexation of the District. The City shall not have any responsibility for maintenance or repair of any facility located within such outlots.

**C. Sidewalks for Stockmans Hollow Replat Five:**

1) With the exception of the sidewalk along 66<sup>th</sup> Street previously constructed by District using a general obligation debt, sidewalks shall be constructed and maintained by Replat Five Developer, its successors and assigns in accordance with the Ordinance of the City of Papillion.

- D
- 2) Sidewalks along Peters Parkway shall be constructed in conjunction with the public infrastructure within Stockmans Hollow Replat 5.
  - 3) The sidewalk located within the pedestrian easement within Outlot A shall be constructed by Replat Five Developer in conjunction with the public infrastructure within Stockmans Hollow Replat 5. Developer shall install an ADA compliant crossing that connects said sidewalk within Outlot A to the south side of Elm Hurst Drive.

**D. Subdivision Agreement and First and Second Amendments Responsibilities:**


- 1) Boyer Young Equities VII, LLC as original Developer acknowledges that it retains all responsibilities established by the Subdivision Agreement, the First Amendment, and the Second Amendment related to: i) Lots 1 through 52, Lots 54 through 188, Lots 204 through 205, and Lot 209, Stockmans Hollow, ii) Lots 1 through 14, Stockmans Hollow Replat One, iii) Lot 1, Stockmans Hollow Replat Two, iii) Lots 4 through 31 and Lots 34 through 49, Stockmans Hollow Replat Three, and iv) Lots 86 through 90, Stockmans Hollow Replat Four.
- 2) Replat Five Developer as successor agrees that it assumes all responsibilities of Boyer Young Entities VII, LLC related to the Property established by the Subdivision Agreement, the First Amendment, and the Second Amendment as defined in this Third Amendment.
- 3) Market Place Apartments LLC as successor agrees that it assumes all responsibilities of Tuscany Place, LLC established by the Subdivision Agreement, the First Amendment, and the Second Amendment.

**5. Miscellaneous:**

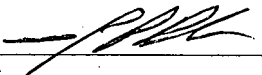
- A. **Counterparts:** This Third Amendment may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- B. **No Other Amendment:** Except as specifically set forth herein, the Subdivision Agreement and the First and Second Amendments to the Subdivision Agreement shall remain in full force and effect.

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

ATTEST:

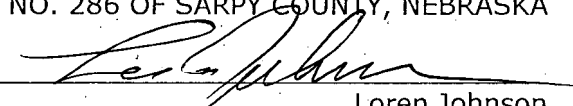
  
\_\_\_\_\_  
Elizabeth Butler, City Clerk

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

By   
\_\_\_\_\_  
David P. Black, Mayor

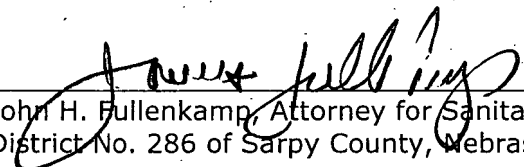
F

SANITARY AND IMPROVEMENT DISTRICT  
NO. 286 OF SARPY COUNTY, NEBRASKA

By   
Loren Johnson  
Its: Chairman

Date: 7-15-14

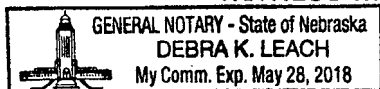
APPROVED AS TO FORM:

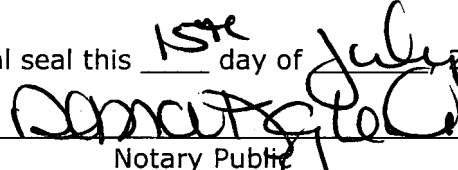
  
John H. Fullenkamp, Attorney for Sanitary and Improvement  
District No. 286 of Sarpy County, Nebraska

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF SARPY       )

Before me, a notary public, in and for said county and state, personally came Loren Johnson, Chairman of Sanitary and Improvement District No. 286 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such corporation.

WITNESS my hand and notarial seal this 15<sup>th</sup> day of July, 2014

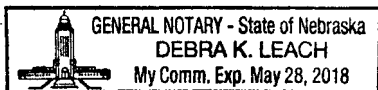


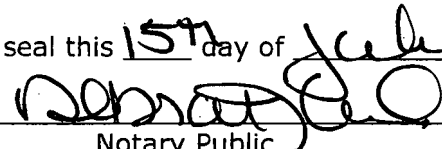
  
Notary Public

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF SARPY       )

Before me, a notary public, in and for said county and state, personally came John H. Fullenkamp, attorney for Sanitary and Improvement District No. 286 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal this 15<sup>th</sup> day of July, 2014



  
Notary Public

9

BOYER YOUNG EQUITIES VII, A  
NEBRASKA LIMITED LIABILITY COMPANY

By *Timothy W Young*

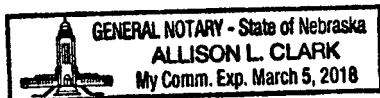
Its: *ADIR MEMBER*

Date: *7/11/14*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came *Timothy W Young* of Boyer Young Equities VII, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such company.

WITNESS my hand and notarial seal this *11<sup>th</sup>* day of *July*, 2014



*Allison L Clark*  
Notary Public

CELEBRITY HOMES. INC., A  
NEBRASKA CORPORATION

By *Debra K Leach*

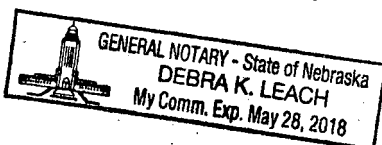
Its: *Vice-President*

Date: *7-15-14*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, a notary public, in and for said county and state, personally came *Debra K Leach* of Celebrity Homes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such company.

WITNESS my hand and notarial seal this *15<sup>th</sup>* day of *July*, 2014



*Debra K Leach*



11

By: Sures Capital LLP, its manager

By Howard Scott Silverman

Its: Manager

Dated: 7-9-14

STATE OF NEBRASKA )  
COUNTY OF *Douglas* ) ss.  
~~SARPY~~ )

Before me, a notary public, in and for said county and state, personally came Howard Scott Silverman of Market Place Apartments, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of such company.

WITNESS my hand and notarial seal this 9<sup>th</sup> day of July, 2014



Notary Public



J

## EXHIBIT "A-5"

# STOCKMANS HOLLOW REPLAT FIVE

### LOTS 1 THRU 62 & OUTLOTS "A" THRU "D" INCLUSIVE

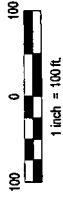
BEING A REPLATTING OF LOTS 1 THRU 85 INCLUSIVE, AND OUTLOTS "A" THRU "G", STOCKMANS HOLLOW REPLAT 4, A SUBDIVISION LOCATED IN THE NE1/4 OF THE NW1/4, AND ALSO THE NW1/4 OF THE NE1/4 OF SECTION 24, AND ALSO TOGETHER WITH ALL OF SOUTH 69TH STREET, ALL OF MICHAEL DRIVE, ALL OF ELM HURST DRIVE, AND ALL OF MICHAEL CIRCLE, ALL LOCATED IN SECTION 24, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

### SURVEYORS CERTIFICATION

BEING A REPLATTING OF LOTS 1 THRU 85 INCLUSIVE, AND OUTLOTS "A" THRU "G", STOCKMANS HOLLOW REPLAT 4, A SUBDIVISION LOCATED IN THE N/E 1/4 OF THE NW 1/4, AND ALSO THE NW1/4 OF THE NE1/4 OF SECTION 24, AND ALSO TOGETHER WITH ALL OF SOUTH 69TH STREET, ALL OF MICHAEL DRIVE, ALL OF ELM HURST DRIVE, AND ALL OF MICHAEL CIRCLE, ALL LOCATED IN SECTION 24, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, STOCKMANS HOLLOW REPLAT FOUR, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF PETERS PARKWAY, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 1, MARKET POINTE ADDITION REPLAT 2, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 24; THENCE N02°41'40"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID STOCKMANS HOLLOW REPLAT FOUR, SAID LINE ALSO BEING SAID EAST LINE OF LOT 1, MARKET POINTE ADDITION REPLAT 2, A DISTANCE OF 418.99 FEET TO THE NORTHWEST CORNER OF LOT 7, STOCKMANS HOLLOW REPLAT FOUR, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 208, SAID STOCKMANS HOLLOW; THENCE N87°41'13"E ALONG THE NORTH LINE OF SAID STOCKMANS HOLLOW REPLAT FOUR, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 208, STOCKMANS HOLLOW, A DISTANCE OF 1503.50 FEET TO THE NORTHEAST CORNER OF OUTLOT "E", SAID STOCKMANS HOLLOW REPLAT FOUR, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 208, STOCKMANS HOLLOW, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 66TH STREET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 66TH STREET, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID STOCKMANS HOLLOW REPLAT FOUR ON THE FOLLOWING FOUR DESCRIBED COURSES; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 378.92 FEET, A DISTANCE OF 15.69 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S18°23'37"W, A DISTANCE OF 15.69 FEET; THENCE S19°34'48"W, A DISTANCE OF 546.29 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 350.00 FEET, A DISTANCE OF 77.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S13°12'00"W, A DISTANCE OF 77.78 FEET; THENCE S51°25'53"W, A DISTANCE OF 7.07 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF 66TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PETERS PARKWAY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID STOCKMANS HOLLOW REPLAT FOUR, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF PETERS PARKWAY ON THE FOLLOWING SEVEN DESCRIBED COURSES; THENCE N83°32'54"W, A DISTANCE OF 29.81 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 50.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°55'50"W, A DISTANCE OF 50.43 FEET; THENCE S87°41'13"W, A DISTANCE OF 487.13 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 370.00 FEET, A DISTANCE OF 135.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N81°50'21"W, A DISTANCE OF 134.52 FEET; THENCE N71°21'56"W, A DISTANCE OF 357.48 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 122.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N82°01'48"W, A DISTANCE OF 122.14 FEET; THENCE S87°18'20"W, A DISTANCE OF 111.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 749,607 SQUARE FEET OR 17.209 ACRES, MORE OR LESS.



LEGEND

- Proposed Storm Sewer System  
(Size Noted)
- Storm Sewer Manhole
- Limits of PCSMP Basin

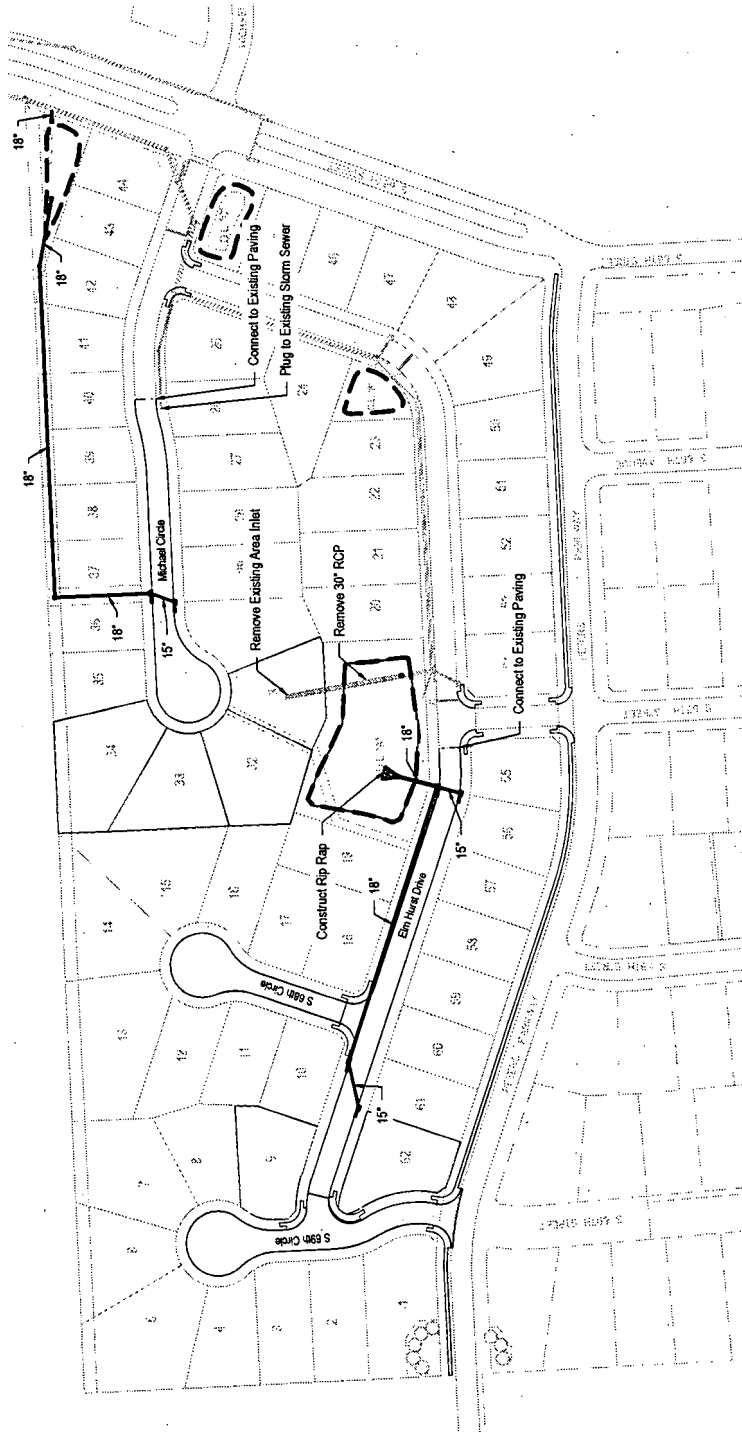


EXHIBIT "B-3"

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154  
Phone: 402.855.4700 Fax: 402.855.3599  
www.eag.com



**STOCKMAN'S HOLLOW REPLAT FIVE**  
SECTION V  
S.A.D. NO. 206  
SARPY COUNTY, NEBRASKA

**PAVING & STORM SEWER**

Revisions		Revisions	
No.	Date	Description	Date
1	04/21/2014		
2	04/21/2014		
3	04/21/2014		
4	04/21/2014		
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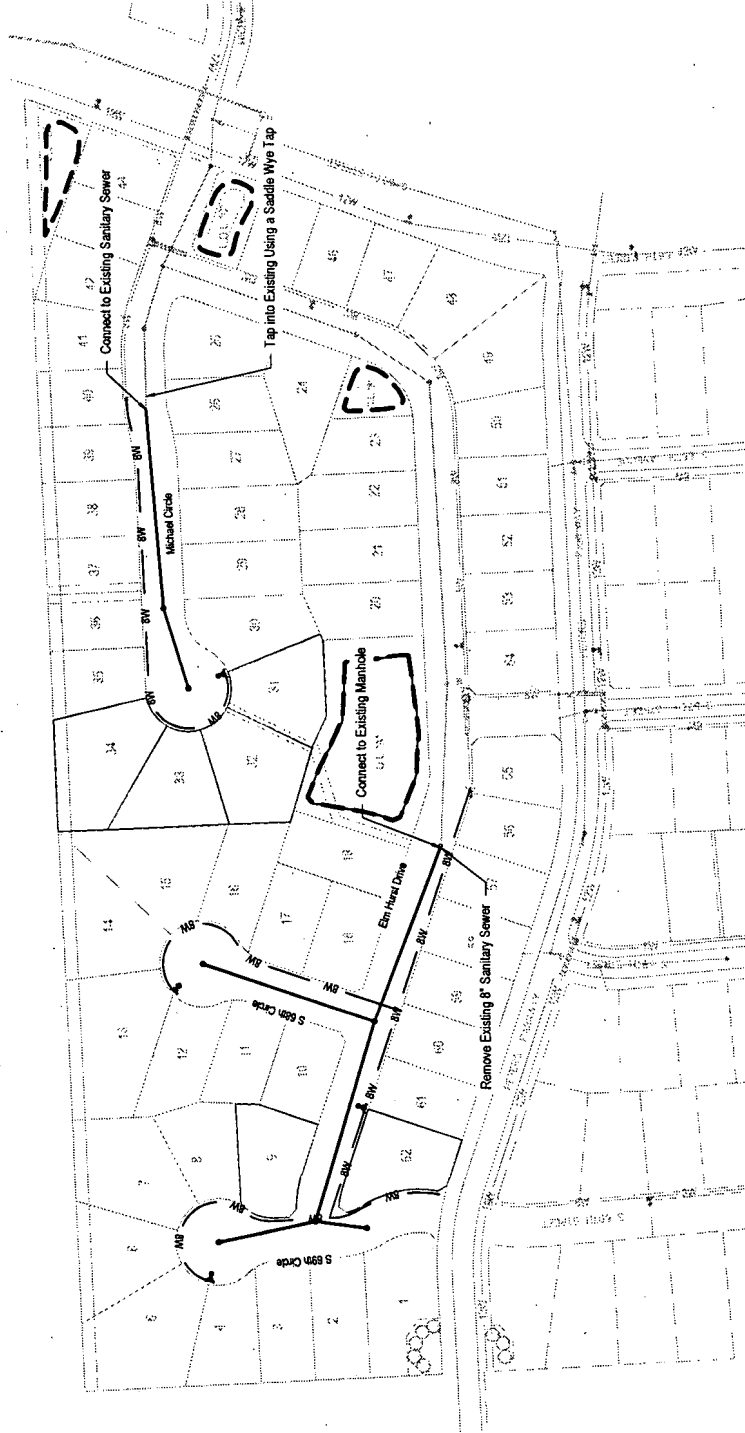
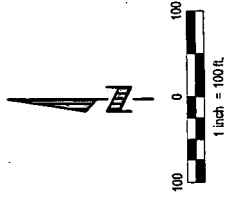


EXHIBIT "C-3"

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154  
 Phone: 402.895.4700 Fax: 402.895.5599  
 www.eacg.com



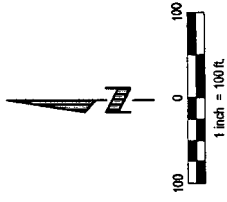
**STOCKMAN'S HOLLOW REPLAT FIVE**  
 SECTION V  
 S410, NO. 206  
 SAMPY COUNTY, NEBRASKA

**SANITARY SEWER & WATER**

Revisions		Revisions	
No.	Date	Description	Date
1	04/21/2014	NGV	
2	04/21/2014	AMP	
3	04/21/2014	11-1097	
Sheet	1	of	1

Proj No: 2006-217-001 Date: 04/21/2014  
 Drawn By: NGV  
 Scale: 1"=100'  
 Sheet: 1 of 1  
 8/20/14 10:56 AM K:\projects\2006-217\01\Drawings\A1\_Sewer\shh200-000.dwg





LEGEND	
	Silt Fence
	Existing Contours
	Proposed Contours
	Silt Trap Perimeter
	Limits of Construction



EXHIBIT 'F-3'

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154  
 Phone: 402.895.4700 Fax: 402.895.3599  
 www.eaacg.com



**STOCKMAN'S HOLLOW REPLAT FIVE**  
 SECTION V  
 S.A.D. NO. 296  
 SAMPY COUNTY, NEBRASKA

**SEDIMENT & EROSION CONTROL**

Proj No:	2005-217-001	Revisions	
		No	Description
Date:	04/21/2014	Date	Description
Designed By:	KGV		
Drawn By:	AMP		
Scale:	1"=100'		
Sheet:	1	of	1

## RESOLUTION NO. R14-0151


**BE IT RESOLVED** by the Mayor and City Council of the City of Papillion that:

The Third Amendment to the Stockmans Hollow Subdivision Agreement is hereby approved contingent upon approval of:

- Stockmans Hollow Replat 5 Change of Zone, Ordinance #1685
- Stockmans Hollow Replat 5 Final Plat, Resolution #R14-0150

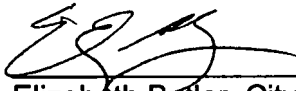
**PASSED AND APPROVED THIS** 16<sup>th</sup> **DAY OF** September, 2014.

**CITY OF PAPIILLION, NEBRASKA**



David P. Black, Mayor

Attest:



Elizabeth Butler, City Clerk

(SEAL)

