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Pages: 10

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: jby

Submitter: CITY OF PAPIILLION



AMD

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**THIRD AMENDMENT
TO
370 NORTH
SUBDIVISION AGREEMENT**

This Third Amendment to the 370 North Subdivision Agreement (hereinafter "First Amendment"), which is made this 17th day of May, 2022 ("Effective Date") by and between **370 NORTH, LLC**, a Nebraska limited liability company and **DOWD GRAIN COMPANY, INC.**, a Nebraska corporation (hereinafter collectively referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 307 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPIILLION, NEBRASKA**, a municipal corporation (hereinafter referred to as "CITY"), amends and modifies the 370 North Subdivision Agreement approved by the Papillion City Council via Resolution No. R17-0044 and on March 21, 2017 and recorded with the Sarpy County Register of Deeds as Instrument #2017-11178, the First Amendment to the 370 North Subdivision Agreement approved by the Papillion City Council via Resolution No. R19-0085 on May 21, 2019 and recorded with the Sarpy County Register of Deeds as Instrument #2019-15805 (the "First Amendment"), and the Second Amendment to the 370 North Subdivision Agreement approved by the Papillion City Council via Resolution No. R20-0043 on Mach 17, 2020 and recorded with the Sarpy County Register of Deeds as Instrument #2020-08005 (the "Second Amendment").

RECITALS

DEVELOPER, DISTRICT, and CITY entered into a subdivision agreement (the "Original Subdivision Agreement"), dated March 21, 2018, with respect to Lots 1 through 17, inclusive, and Outlots A through E of the development to be known as 370 North ("370 North"); and

DEVELOPER, DISTRICT and CITY entered into the First Amendment to the Original Subdivision Agreement, dated May 21, 2019, to incorporate the Public Improvements for a specific replatting of Lot 15, 370 North into Lots 1 through 7, inclusive, 370 North Replat Two; and

DEVELOPER, DISTRICT and CITY entered into the Second Amendment to the Original Subdivision Agreement, dated March 17, 2020 to acknowledge that DEVELOPER or the 370 North Property Owners Association (as defined in the Original Subdivision Agreement) or any

entity other than DISTRICT or CITY shall take ownership of the outlots prior to annexation of the Development Area; and

DEVELOPER, DISTRICT, and CITY wish to update the Costs attributable to Phase One and Phase Two based on the actual construction costs incurred.

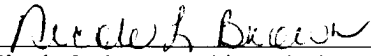
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Agreement as modified or amended by this Third Amendment (collectively, the “Agreement”).
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Agreement.
3. Area of Application. This Third Amendment applies to: (1) Lots 1 – 7, inclusive, Lots 10, 11, 14, 16, and 17 and Outlots A and B 370 North.; (2) Lots 1 and 2, 370 North Replat One; (3) Lots 2 – 7, inclusive, 370 North Replat Two; (4) Lots Outlots A and B 370 North Replat Three; (5) Lot 1 and Outlot A, 370 North Replat Four; and (6) Lots 1 and 2, 370 North Replat Five.
4. Exhibit Modifications. The Agreement exhibits referenced herein or attached hereto, which are hereby incorporated into this Third Amendment and the Agreement by this reference, are hereby rescinded, modified, and/or added as follows:
 - A. Exhibit H-1, and all references thereto, are hereby rescinded in their entirety and replaced with Exhibit H-2, which is attached hereto and which is hereby incorporated into the Agreement by this reference.
5. No Other Amendment. Except as specifically modified or amended by this Third Amendment, the Agreement shall each remain in full force and effect.
7. Binding Effect. This Third Amendment shall be binding upon the Parties hereto, their respective successors, and assigns in the same manner and to the same extent as the Agreement.

(Signatures on following pages.)

ATTEST:

THE CITY OF PAPILLION, NEBRASKA



Nicole L. Brown, City Clerk



David P. Black, Mayor

SEAL:



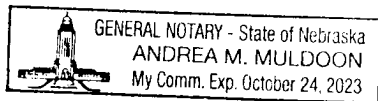
SANITARY AND IMPROVEMENT DISTRICT
NO. 307 OF SARPY COUNTY, NEBRASKA

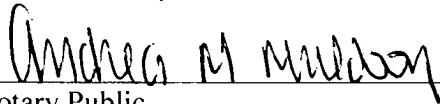
By 
Duane Dowd, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Chairman of Sanitary and Improvement District No. 307 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 District.

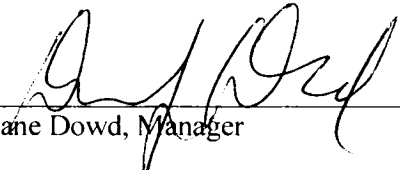
Witness my hand and Notarial Seal this 28th day of April, 2022.




Notary Public

DEVELOPER:

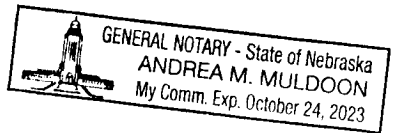
370 North, LLC,
a Nebraska limited liability company

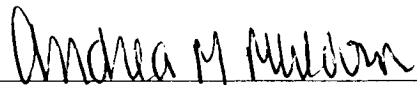
By 
Duane Dowd, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Manager of 370 NORTH, 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.

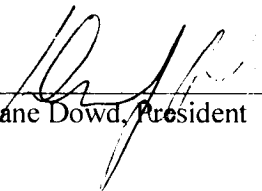
Witness my hand and Notarial Seal this 28th day of April, 2022.




Notary Public

DEVELOPER:

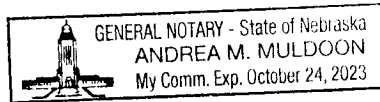
Dowd Grain Company, Inc.,
a Nebraska corporation

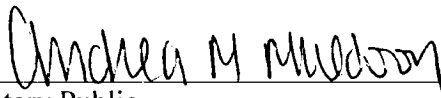
By  _____
Duane Dowd, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, President of Dowd Grain Company, 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 corporation.

Witness my hand and Notarial Seal this 28th day of April, 2022.



 _____
Notary Public

**SUBDIVISION AGREEMENT AMENDMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTION	1	Incorporation of Recitals
	2	Capitalized Terms
	3	Area of Application
	4	Exhibit Modifications
	5	No Other Amendment
	6	Binding Effect

EXHIBITS:

H-2	Source and Use of Funds
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Exhibit H-2

Name of Addition:

370 North Phase 1

SID # 307

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

Proposed Improvements	Quantity	Construction Cost	Total ¹ Cost	General Obligation Less Reimbursables	Special Assessed	Financing ² Reimbursable	Private
Storm Sewer							
Storm Sewer	4,162 L.F.	\$939,608	\$1,329,974	\$1,196,759 ¹²	\$133,215		
PCSMF Basin 1 & 2	1 L.S.	\$62,100	\$68,422		\$68,422		
Sanitary Sewer							
Exterior ⁷	2,815 L.F.	\$498,037	\$731,784	\$144,178 ^{6,12}	\$329,993	\$257,613 ¹⁰	\$496,176
Interior	6,805 L.F.	\$381,674	\$496,176 ⁹				
Connection Fees	136.81 AC.	\$752,455	\$987,212	\$906,343 ^{5,12}	\$80,869		
Paving							
Interior	30,995 S.Y.	\$1,708,199	\$2,417,881	\$1,563,852 ¹²	\$854,029		
Hwy. 370 & 150th St. Traffic Signal	1 L.S.	\$276,709	\$383,011	\$351,636 ¹²	\$31,375		
Signage ¹¹	1 L.S.	\$8,000	\$8,000				
City Review Fee	1 L.S.	\$29,681	\$37,317	\$26,270 ¹²	\$11,046		
Water							
Pioneer Main Fee	1 L.S.	\$436,458	\$669,502	\$522,850 ¹²	\$46,651		
Exterior							
Interior	1 L.S.	\$358,671	\$412,472 ⁹				\$412,472
Acquisition Frontier Rd.	1 L.S.	\$84,156	\$111,566	\$102,427 ¹²	\$9,139		
Gas							
Interior		\$0	\$0				
Power ³	145.22 AC.	\$519,888	\$597,871 ⁹				\$597,871
Total		\$6,047,636	\$8,143,188	\$4,814,315	\$1,564,739	\$257,613	\$1,506,519
Phase 1 G.O. Debt Less Reimbursement			\$4,814,315.00				
Phase 1 Valuation			\$83,552,490.00 ¹³				
Phase 1 Debt Ratio			5.76%				

¹ Total cost includes engineering fees and administrative fees.

² Attach a statement of assumptions as basis for preliminary projections.

³ Indicate any need to relocate on or off-site lines.

⁴ Deleted.

⁵ 50% of Sewer Connection Fees to be paid by the District (GO) at the time of platting (Remaining sewer connection fees to be paid for privately at the time of building permit).

⁶ Outfall sewer east of HWY 50 (Constructed during Phase 1) shall be considered GO of the District. Remaining exterior sewer costs shall be special assessed.

⁷ Includes portions of Exterior Sewer project not considered Outfall.

⁸ Deleted.

⁹ Estimate of engineering fees and administrative fees.

¹⁰ Reimbursement from Sarpy County as part of the Agreement for Sewer Connection and Wastewater Service Between County of Sarpy, Nebraska and Sanitary Improvement District 307 (370 North), executed on September 19, 2017.

¹¹ Signage for Phases 1 and 2 completed as single project paid with General Fund warrants. Project is not included in SUJ totals.

¹² Excess general obligations moved to Special Assessments (\$538,046.53).

¹³ Valuation from First Amendment dated May 7, 2019.

Date 12/12/2021

Exhibit H-2

Name of Addition

370 North Phase 2 (370 North Replat Two)

SID # **307**

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

Proposed Improvements	Quantity	Construction Cost	Total ¹ Cost	General Obligation Less Reimbursables	Special Assessed	Financing ² Reimbursable	Private
Storm Sewer							
Storm Sewer	1,913 L.F.	\$450,442	\$612,768	\$585,762	\$27,006		
Basin Outlet	1 L.S.	\$105,391	\$119,686	\$119,686			
Sanitary Sewer							
Interior	1,762 L.F.	\$162,338	\$211,039				\$211,039
Connection Fees		\$0 ¹⁴	\$0				
Paving							
Interior	6,192 S.Y.	\$387,103	\$526,602	\$248,142	\$278,460		
Signage		\$0 ¹²	\$0				
150th Street Left Turn Lan	30 S.Y.	\$54,725	\$79,296				\$79,296
City Review Fee	1 L.S.	\$9,087	\$10,258	\$7,815	\$2,443		
Water							
Interior	1 L.S.	\$123,948	\$142,541 ⁹				\$142,541
Gas							
Interior		\$0	\$0				
Power ³	0.00 AC.	\$0	\$0 ¹⁵				\$0
Total		\$1,293,034	\$1,702,190	\$961,404	\$307,909	\$0	\$432,876
Phase 1 G.O. Debt Less Reimbursement			\$4,814,315.00				
Phase 1 Valuation			\$83,552,490.00 ^{13,2}				
Phase 1 Debt Ratio			5.76%				
Phase 2 G.O. Debt Less Reimbursement			\$961,404.29				
Phase 2 Valuation			\$61,037,500.00 ¹³				
Phase 2 Debt Ratio			1.58%				
Total G.O. Debt Less Reimbursement			\$5,775,719.29				
Total Valuation			\$144,589,990.00 ¹³				
Total Debt Ratio			3.99%				

¹ Total cost includes engineering fees and administrative fees.
² Attach a statement of assumptions as basis for preliminary projections.
³ Indicate any need to relocate on or off-site lines.
⁹ Estimation of engineering fees and administrative fees.
¹¹ Signage for Phases 1 and 2 completed as single project paid with General Fund warrants. Project is not included in SUF totals.
¹² Valuation from Second Amendment dated May 7, 2019.
¹⁴ Sewer Connection Fees previously paid at platting of Phase 1.
¹⁵ Power was paid with Phase 1

Exhibit H-2

Name of Addition: **370 North Phases 1 and 2** SID # **307**

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

Proposed Improvements	Quantity	Construction Cost	Total Cost	General Obligation Less Reimbursables	Special Assessed	Financing ² Reimbursable	Private
Storm Sewer							
Storm Sewer	6.075 L.F.	\$1,390,050	\$1,942,742	\$1,782,521 ¹²	\$160,220		
PCSMP Basin 1 & 2	1 L.S.	\$62,100	\$68,422		\$68,422		
Basin Outlet	1 L.S.	\$105,391	\$119,686	\$119,686	\$0		
Sanitary Sewer							
Exterior	2,815 L.F.	\$498,037	\$731,784	\$144,178 ^{6, 12}	\$329,993	\$257,613 ¹¹	\$70,215
Interior	8,567 L.F.	\$544,012	\$707,215 ⁹				
Connection Fees	136.81 AC.	\$752,455 ¹⁴	\$987,212	\$906,343 ^{5, 12}	\$60,869		
Paving							
Interior	37,187 S.Y.	\$2,095,302	\$2,944,483	\$1,811,994 ¹²	\$1,132,489		
Hwy. 370 & 150th St. Traffic Sign	1 L.S.	\$276,709	\$383,011	\$351,636 ¹²	\$31,375		
150th Street Left Turn Lane	30 S.Y.	\$54,725	\$79,296				
Signage ¹⁰	1 L.S.	\$8,000.00	\$8,000.00				\$79,296
Parks							
City Review Fee	1 L.S.	\$38,768	\$47,575	\$34,085 ¹²	\$13,489		
Water							
Pioneer Main Fee	1 L.S.	\$436,458	\$669,502	\$522,850 ¹²	\$46,651		
Exterior							
Interior	1 L.S.	\$482,619	\$555,013 ⁹				\$555,013
Acquisition Frontier Rd.	1 L.S.	\$84,156	\$111,566	\$102,427 ¹²	\$9,139		
Gas							
Interior	145.22 AC.	\$519,888	\$597,871 ⁹				\$597,871
Power ³							
Total		\$7,340,670	\$9,845,378¹⁴	\$5,775,719	\$1,872,648	\$257,613	\$1,939,395

Phase 1 G.O. Debt Less Reimbursement
Phase 1 Valuation
Phase 1 Debt Ratio
Phase 2 G.O. Debt Less Reimbursement
Phase 2 Valuation
Phase 2 Debt Ratio
Total G.O. Debt Less Reimbursement
Total Valuation
Total Debt Ratio

¹ Deleted.
² 50% of Sewer Connection Fees to be paid by the District (GO) at the time of platting (Remaining sewer connection fees to be paid for privately at the time of building permit).
³ Deleted.
⁴ Deleted.
⁵ Deleted.
⁶ Estimate of engineering fees and administrative fees.
⁷ Signage for Phases 1 and 2 completed as single project paid with General Fund Warrants. Project is not included in SUF totals.
⁸ Reimbursement from Sarpy County as part of the Agreement for Sewer Connection and Wastewater Service Between County of Sarpy, Nebraska and Sanitary Improvement District 307 (370 North), executed on September 19, 2017.
⁹ Excess general obligations moved to Special Assessments (\$538,046.53).
¹⁰ Valuation from Second Amendment dated March 1, 2019.
¹¹ Sewer Connection Fees previously paid at platting of Phase 1.
¹² Deleted.
¹³ Deleted.
¹⁴ Deleted.