

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-07926

03/24/2011 9:20:28 AM

Lloyd J. Dowding

REGISTER OF DEEDS

COUNTER a
 VERIFY a
 PROOF a
 FEES \$ 107.50
 CHECK # _____
 CHG. CoP. -107.50 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

*Eliza Butler City Clerk
City of Papillion
122 East Third ST
Papillion, NE 68046*

ADDENDUM NO. 1
TO
SUBDIVISION AGREEMENT

S.I.D. #143 of Sarpy County, Nebraska (Eagle Ridge)

This Addendum No. 1 to Subdivision Agreement, made and entered into this 21st day of March, 2011, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF PAPILLION, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, on May 17, 1988, WESTGATE PLAZA, INC., a Nebraska corporation, the District and the City, entered into a Subdivision Agreement, a copy of which is attached hereto and incorporated herein by this reference (the "Agreement"); and

WHEREAS, the Agreement needs to be amended to allow for the construction and maintenance of the extension of Franklin Drive to 66th Street to be paid as a general obligation of the District, as more specifically outlined in the Site Plan, a copy of which is attached hereto and incorporated herein by this referenced ("Exhibit A"), and the Source and Use of Funds, a copy of which is attached hereto and incorporated herein by this reference ("Exhibit B").

NOW, THEREFORE, the following is agreed between the parties hereto:

1. The parties agree to amend Section III.C. of the Agreement to allow the District to construct and maintain the extension of Franklin Drive to 66th Street, within the District boundaries, the cost of which is to be paid from the General Fund of the District, which are more specifically described in Exhibits A and B attached hereto.

2. In all other respects, the Subdivision Agreement and any Addendums thereto shall not be affected hereby and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the executing parties, by their respective duly authorized agents, have entered into this Addendum No. 1 to Subdivision Agreement effective on the day and year first above written.

ATTEST:

CITY OF PAPILLION, a Nebraska municipal corporation

[Signature]
City Clerk

By [Signature] _____ Date

SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY, NEBRASKA

ATTEST:

X [Signature]
Clerk

By X [Signature] _____
Chairman

EXHIBIT B

| | Bid Item Description | Approximate | | Unit Price | Total |
|------|---|-------------|------|------------|-------------|
| | | Quantity | Unit | | |
| 1 . | REMOVE SIDEWALK | 550 | SF | \$0.31 | \$170.50 |
| 2 . | REMOVE DELINEATORS | 11 | EA | \$4.26 | \$46.86 |
| 3 . | REMOVE WOOD FENCE | 65 | LF | \$6.90 | \$448.50 |
| 4 . | STRIP TOPSOIL AND HAUL OFF | 150 | CY | \$6.00 | \$900.00 |
| 5 . | COMMON EARTH EXCAVATION | 350 | CY | \$1.30 | \$455.00 |
| 6 . | HAUL IN DIRT | 300 | CY | \$7.00 | \$2,100.00 |
| 7 . | REMOVE EXISTING LUGOUT | 200 | LF | \$1.30 | \$260.00 |
| 8 . | CONSTRUCT 7" PCC PAVEMENT | 850 | SY | \$38.50 | \$32,725.00 |
| 9 . | CONSTRUCT 4" PCC SIDEWALK | 1,600 | SF | \$2.40 | \$3,840.00 |
| 10 . | CONSTRUCT HANDICAP RAMPS (10 EA) | 590 | SF | \$5.75 | \$3,392.50 |
| 11 . | PERMANENT PAINTED PAVEMENT MARKING - 4" WHITE, SOLID | 95 | LF | \$0.55 | \$52.25 |
| 12 . | PERMANENT PAINTED PAVEMENT MARKING - 4" YELLOW, SOLID | 540 | LF | \$0.55 | \$297.00 |
| 13 . | CONSTRUCT SILT FENCE | 320 | LF | \$2.15 | \$688.00 |
| 14 . | SEEDING WITH EROSION CONTROL BLANKET | 150 | SY | \$2.65 | \$397.50 |
| 15 . | SOD | 450 | SY | \$3.00 | \$1,350.00 |
| 16 . | INSTALL STOP SIGNS AND POST | 2 | EA | \$54.00 | \$108.00 |
| 17 | REMOVE, SALVAGE AND REINSTALL STOP SIGN ON NEW POST | 1 | EA | \$41.99 | \$41.99 |
| 18 | DRILL AND GROUT NO. 5 X 2'-6" TIE BARS AT 2'-9" CTRS | 72 | EA | \$4.00 | \$288.00 |
| 19 | PAINTED PAVEMENT MARKING SYMBOL WHITE DIRECTIONAL ARROW | 3 | EA | \$42.90 | \$128.70 |
| 20 | INSTALL NO PARKING THIS SIDE OF STREET AND POST | 2 | EA | \$51.70 | \$103.40 |
| 21 | INSTALL NO PARKING DIRECTION ARROW AND POST | 4 | EA | \$51.70 | \$206.80 |

Estimated Construction Costs: \$48,000.00

Estimated Soft Costs

| | |
|-------------------------------------|-------------|
| Engineering Design and | |
| 36.00% Construction Administration: | \$17,280.00 |
| 2.00% Geotechnical and Testing: | \$960.00 |
| 2.00% Legal: | \$960.00 |
| 0.00% Fiscal: | \$0.00 |
| 7.00% Interest: | \$0.00 |
| 0 Duration (Months) | |

Total Estimated Soft Costs: 40% \$19,200.00

Total Estimated Costs: \$67,200.00

D

SUBDIVISION
AGREEMENT

THIS AGREEMENT made this 17th day of May, 1988, by and between WESTGATE PLAZA, INC., a Nebraska corporation, (hereinafter referred to as "Developer"); SANITARY AND IMPROVEMENT DISTRICT NO. 143 OF SARPY COUNTY (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", consisting of Lots 1 to 105 which area to be developed is within City's zoning and platting jurisdiction; and that this agreement specifically and only covers those lots in the first platting of Eagle Ridge which are Lots 1 thru 105 Eagle Ridge, 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 January 1, 1993, for public improvements through Sanitary and Improvement District No. 143 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 cost 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 Lamp, Ryneason & Associates, 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 area 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 will 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 thickness in excess of 5 inches for reinforced concrete or 6 inches for plain concrete 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.

- 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.

IV.

For the purposes of Paragraph III, supra, and Paragraph VIII, 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
- C. "Street intersections" shall be construed 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 created by Developer prior to 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 January 1, 1993. 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 of Trustees covenant and agree that the District created by Developer will:

- A. Abide by and incorporate into all of its construction contracts the 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. Not less than thirty (30) days 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.

D. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements but in no event shall said levy be less than the current tax levy assessed by the City of Papillion on the taxable real estate within the City limits. In the event the District fails to make its annual tax levy as outlined herein the City of Papillion, through the Building Inspector's Office, shall have the right to withhold the granting of any building permits and/or occupancy permits until the provisions of paragraph VI of this agreement have been complied with. This option on behalf of the City shall not preclude the City from exercising any other legal or equitable remedies at law or otherwise to compel performance or for breach of this agreement.

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. 143. 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.

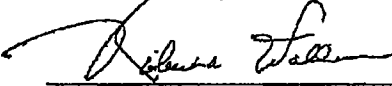
District and Developer agree to pay the total amount of capital facilities charges to the City at the rate of One Thousand Dollars (\$1,000.00) per platted lot or its equivalent by making payments in warrants. The District, Developer and

City agree 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. City agrees to use the capital facilities charge proceeds for City of Papillion water system facilities, which proceeds shall be used and allocated at the sole discretion of the City as required to maintain service. Not less than fifty per cent (50%) of the capital facilities charge shall be specially assessed.

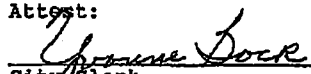
XI.

It is the intent of the parties hereto that this agreement shall not allow the District to develop or construct public improvements on any lots except those specifically identified in this agreement in the absence of a supplemental or new Subdivision Agreement between the District and the City, and the District shall not add to its development area by platting, replatting or annexation of additional lots or area without prior approval of the City.

CITY OF PAPILLION, A Nebraska
Municipal Corporation



Mayor

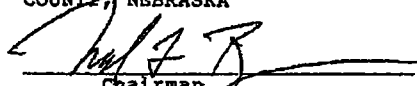
Attest:


City Clerk




Attest:


SANITARY AND IMPROVEMENT
DISTRICT NO. 143 OF SARPY
COUNTY, NEBRASKA



Chairman

WESTGATE PLAZA, INC.,
a Nebraska Corporation



Corporate President

2011-07926 J

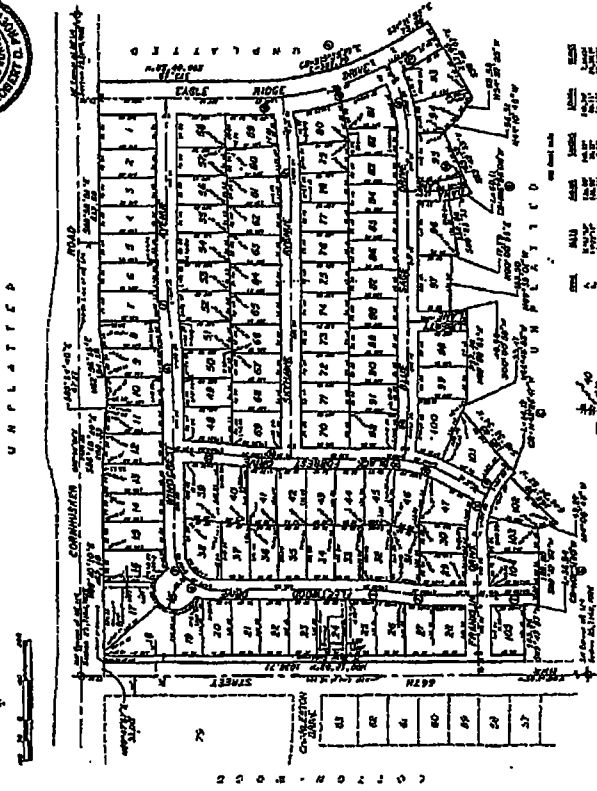
STATE ROAD (TRAIL) 11
SHERMAN COUNTY, MISSOURI
LITTELL, FLYNN & ASSOCIATES, INC.
FINAL PLAN

UNPLATTED
EAGLE RIDGE
UNPLATTED

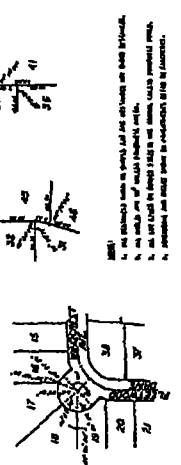


EAGLE RIDGE

LOTS 1 THROUGH 105 INCLUDING A PORTION OF PART OF SECTION 16, T10N, R10E, S12E, MO. CO. 11, MISSOURI
NORTH DANCE & EAST OF THE CITY OF SHERMAN COUNTY, MISSOURI



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- 1. THE BOUNDARY LINES SHOWN ON THIS PLAN ARE BASED ON THE SURVEY BY...
- 2. THE AREA OF EACH PARCEL IS SHOWN IN ACRES.
- 3. THE TOTAL AREA OF THIS TRACT IS 105 ACRES.
- 4. THE TOTAL AREA OF THIS TRACT IS 105 ACRES.