

2015-05381

03/16/2015 9 31 53 AM

*Clay J. Dowling*

REGISTER OF DEEDS

COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>P</u>	DIE	<u>P</u>
PROOF	<u>ant</u>		
FEES \$	<u>46.00</u>		
CHECK#			
CHG	<u>CCP</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



**THIRD AMENDMENT  
TO  
SUBDIVISION AGREEMENT**

THIS THIRD AMENDMENT TO THE SUBDIVISION AGREEMENT made this 12<sup>th</sup> day of March, 2015 ("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") amends and modifies the Subdivision Agreement adopted by Resolution #R06-0086, entered into by the parties on April 18, 2006 as modified by (1) the First Amendment adopted by Resolution #R07-0152, entered into by the parties on August 7, 2007 and (2) the Second Amendment adopted by Resolution #R08-0072, entered into by the parties on July 15, 2008 (hereinafter collectively referred to as the "Agreement").

WHEREAS, CITY has entered into an agreement with B.H.I. Properties, Inc. and B.H.I. Development Inc. to set forth an understanding for the improvement of Lincoln Road because B.H.I. Properties, Inc. has an equitable interest in certain real property legally described on the attached Exhibit "G" (hereinafter referred to as the "Granite Falls North") pursuant to a purchase agreement; and

WHEREAS, B.H.I. Development Inc. has submitted initial development plans to CITY for the development of Granite Falls North which include the vacation of the existing Lincoln Street in favor of the new alignment to be known as Lincoln Road, as generally depicted on attached Exhibit "H"; and

WHEREAS, because of the proposed realignment, the vast majority (if not the entirety) of Lincoln Road will be located within Granite Falls North and, as such, B.H.I. Development Inc. as developer of Granite Falls North has agreed to cause the financing and construction of Lincoln Road in conjunction with its phased development of Granite Falls North, subject to any potential reimbursement or cost sharing arrangements from/with Sarpy County, Nebraska, CITY and/or other Sanitary and Improvements Districts (excluding DISTRICT); and

WHEREAS, the parties wish to set forth their understanding of the relief of DISTRICT'S obligations relating to the improvement of Lincoln Street.

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

1. Capitalized Terms. All capitalized terms used in this Third Amendment shall have the meanings set forth in the Agreement except as otherwise defined herein.

*R+R  
Papillion City Hall  
City Clerk  
1220 E Third St  
Papillion, NE 68046*

2. Area of Application. The Third Amendment applies to Lots 1 – 54, 83 – 124, 143 – 156, 175 – 188, Lots 202 – 209 and Outlots A –F, Kingsbury Hills and Lots 1 – 28, Kingsbury Hills Replat One.
3. Amendment to Relieve Lincoln Street Obligations. Any and all references to the DISTRICT'S obligations relating to the improvement of Lincoln Street within the Agreement, including but not limited to those in Article I, Section I, Article III, Section I, and Exhibit C-1 are repealed in their entirety; it being the understanding of the Parties that DISTRICT shall have no further obligation to construct and/or improve, or contribute to the costs of such construction and/or improvement, of Lincoln Street.
4. 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 Development Area. 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.
5. Exhibit Additions. Exhibit G and Exhibit H are hereby added to the Agreement.
6. No Other Amendment. Except as specifically set forth herein, the Agreement shall remain in full force and effect.
7. Binding Effect. This Third Amendment to the Agreement shall be binding upon the parties, their respective successors and assigns.

ATTEST:

THE CITY OF PAPIILLION, NEBRASKA

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

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

SEAL:



B

DISTRICT:

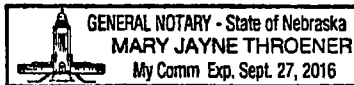
SANITARY & IMPROVEMENT DISTRICT  
NO. 275 OF SARPY COUNTY, NEBRASKA

Date: 2-4-15

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 District.

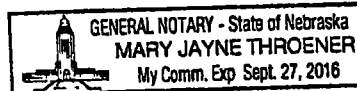
Witness my hand and Notarial Seal this 4<sup>th</sup> day of February, 2015.

Mary Jayne Throener  
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 John Fullenkamp  
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 District.

Witness my hand and Notarial Seal this 4<sup>th</sup> day of February, 2015.

Mary Jayne Throener  
Notary Public

C

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

Date: 2-4-15

By: Gerald J. Torazon

Its: Manager Member

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )



Before me, a notary public, in and for said county and state, personally came Gerald Torazon Manager 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 limited liability corporation.

Witness my hand and Notarial Seal this 4<sup>th</sup> day of February, 2015.

Mary Jayne Throener  
Notary Public

D

**SUBDIVISION AGREEMENT AMENDMENT  
TABLE OF CONTENTS**

**INTRODUCTION STATEMENT**

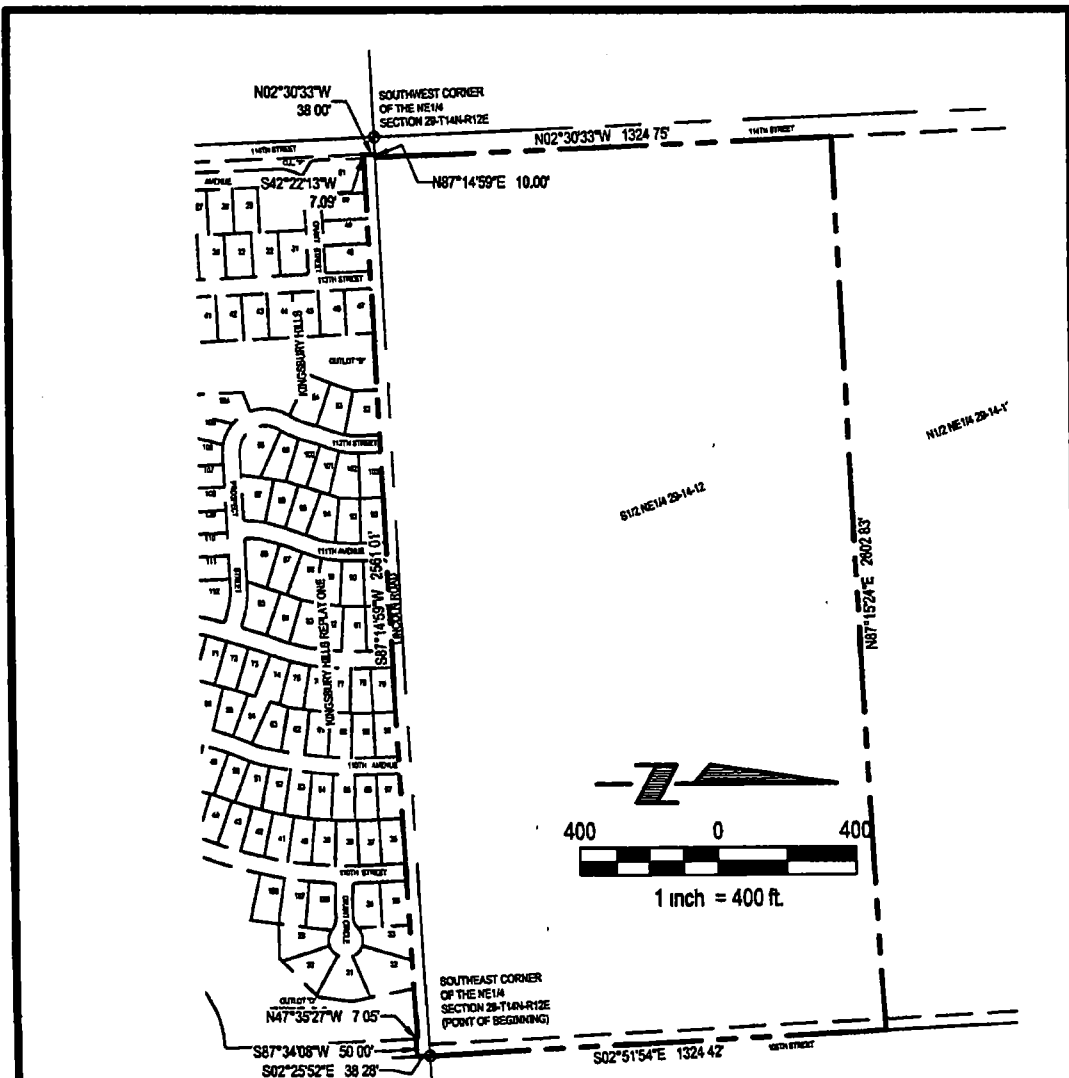
**RECITALS**

<b>SECTION</b>	<b>1</b>	<b>Capitalized Terms</b>
	<b>2</b>	<b>Area of Application</b>
	<b>3</b>	<b>Amendment to Relive Lincoln Street Obligations</b>
	<b>4</b>	<b>Discharge Permits in Papillion's Wastewater Service Area</b>
	<b>5</b>	<b>Exhibit Additions</b>
	<b>6</b>	<b>No Other Amendment</b>
	<b>7</b>	<b>Binding Effect</b>

**EXHIBITS:**

<b>G</b>	<b>Granite Falls North Legal Description</b>
<b>H</b>	<b>Granite Falls North Preliminary Plat</b>

E



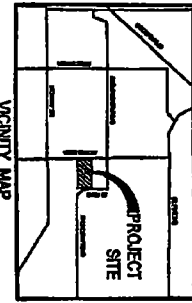
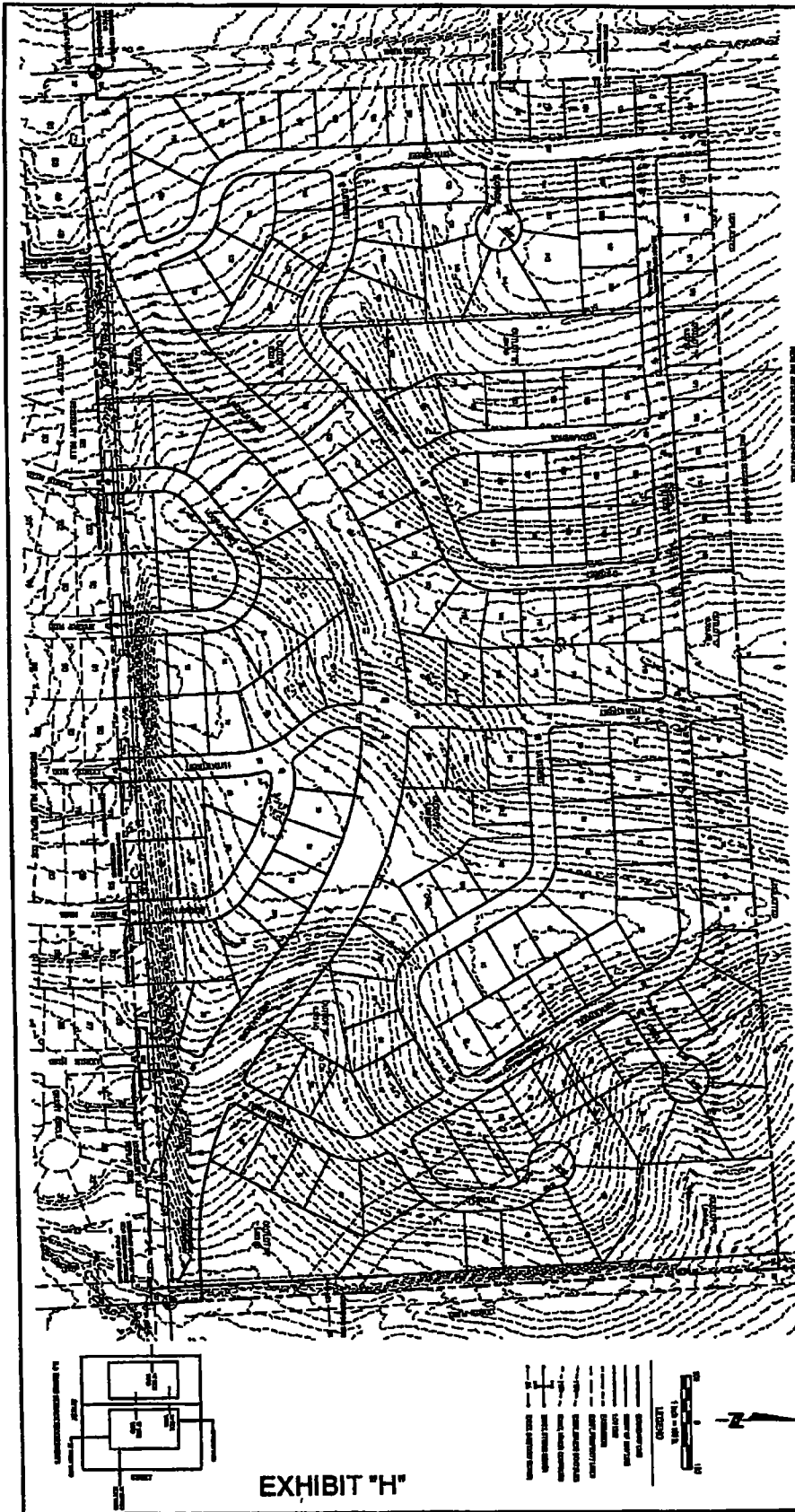
**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF THE S1/2 OF THE NE1/4 OF SECTION 29, AND TOGETHER WITH PART OF LINCOLN ROAD RIGHT-OF-WAY LOCATED IN PART OF THE N1/2 OF THE SE1/4 OF SECTION 29, ALL LOCATED IN 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 NE1/4 OF SECTION 29, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 29; THENCE S02°25'52"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 29, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 38.28 FEET, THENCE S87°34'08"W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID 108TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF OUTLOT "D", KINGSBURY HILLS, A SUBDIVISION LOCATED IN SAID SECTION 29, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, SAID LINE ALSO BEING THE NORTH LINE OF SAID KINGSBURY HILLS, SAID LINE ALSO BEING THE NORTH LINE KINGSBURY HILLS REPLAT ONE, A SUBDIVISION LOCATED IN SAID SECTION 29, ON THE FOLLOWING THREE (3) COURSES, THENCE N47°35'27"W, A DISTANCE OF 7.05 FEET, THENCE S87°14'59"W, A DISTANCE OF 2561.01 FEET, THENCE S42°22'13"W, DISTANCE OF 7.09 FEET TO THE POINT OF INTERSECTION OF THE RIGHT-OF-WAY LINE OF 114TH STREET AND SAID SOUTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, THENCE N02°30'33"W, A DISTANCE OF 38.00 FEET TO THE POINT ON NORTH LINE OF SAID SE1/4 OF SECTION 29, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID NE1/4 OF SECTION 29, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, THENCE N87°14'59"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 29, SAID LINE ALSO BEING SAID SOUTH LINE OF THE NE1/4 OF SECTION 29, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 10.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 114TH STREET, THENCE N02°30'33"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 114TH STREET, A DISTANCE OF 1324.75 FEET, THENCE N87°15'24"E, A DISTANCE OF 2602.83 FEET TO A POINT ON THE EAST LINE OF SAID NE1/4 OF SECTION 29, THENCE S02°51'54"E ALONG SAID EAST LINE OF THE NE1/4 OF SECTION 29, A DISTANCE OF 1324.42 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINS AN AREA OF 3,539,866.44 SQUARE FEET OR 81.265 ACRES, MORE OR LESS

 Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.695.4700	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.695.4700		<b>EXHIBIT "G"</b>
	Drawn by JRS Chld by _____ Date 08/06/2014 Job No P2013 604 001 Revised 12/15/2014		



**GRANITE FALLS NORTH**  
LOT 1481 AND OUTLINES 2417

**GENERAL NOTES:**  
1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.  
2. THE PROJECT SITE IS SHOWN IN SHADING.  
3. THE PROJECT SITE IS SHOWN IN SHADING.  
4. THE PROJECT SITE IS SHOWN IN SHADING.  
5. THE PROJECT SITE IS SHOWN IN SHADING.

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**EXHIBIT "H"**

<p><b>PRELIMINARY PLAN</b></p>	<p><b>GRANITE FALLS NORTH</b> Municipal, Wisconsin</p>		<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services</p>
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