

2015-12263

06/01/2015 8 33 26 AM

Clay J. Douding

REGISTER OF DEEDS



COUNTER	<u>PR</u>	C.E.	<u>B</u>
VERIFY	<u>PR</u>	D/E	<u>B</u>
PROOF	<u>PR</u>		<u>B</u>
FEE \$	<u>100 00</u>		
CHECK#			
CHG	<u>COP</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

**FOURTH AMENDMENT
TO
SUBDIVISION AGREEMENT**

THIS FOURTH AMENDMENT TO THE SUBDIVISION AGREEMENT made this 7th day of April, 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; (2) the Second Amendment adopted by Resolution #R08-0072, entered into by the parties on July 15, 2008; and (3) the Third Amendment adopted by Resolution #R15-0025, entered into by the parties on February 3, 2015 (hereinafter collectively referred to as the "Agreement").

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

WHEREAS, DEVELOPER desires to replat and develop Lots 202 – 209, Outlot "D", Kingsbury Hills, and also Lots 1 – 28, Kingsbury Hills Replat One, part of the right-of-ways of Sherman Street, 108th Street, 109th Street, Cimarron Street, Laramie Street, all located in the SE 1/4 of Section 29, and also together with part of the SW 1/4 of Section 28, all located in Township 14 North, Range 12 East into Lots 1 – 39, inclusive, and Outlot A, Kingsbury Hills Replat Two (hereinafter referred to as the "Property"); and

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

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

1. Capitalized Terms. All capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Agreement except as otherwise defined herein.
2. Area of Application. The Fourth Amendment applies to Lots 1 – 54, 83 – 124, 143 – 156, 175 – 188 and Outlots A – C and E – F, Kingsbury Hills and Lots 1 – 39 and Outlot A, Kingsbury Hills Replat Two.
3. Amendments.

- A. Exhibit A is hereby amended to reflect the final plat of the Property as shown on Exhibit A-2 attached hereto (Lots 1 – 39, inclusive, and Outlot A, Kingsbury Hills Replat Two).
- B. Exhibit A-1 is hereby repealed.
- C. Exhibits B-1 and B-1A are hereby amended to reflect the modifications to the storm sewer and paving plans for the development of the Property as shown on Exhibit B-1C.
- D. Exhibits B-1 and B-1B are hereby amended to reflect the modifications to the sanitary sewer plans for the development of the Property as shown on Exhibit B-1D attached hereto.
- E. Exhibit C-1 is hereby repealed in its entirety and the attached Exhibit C-2 is hereby substituted in its place with respect to the Summary of Estimated Construction Costs.
- F. Exhibits D and D-1 are hereby amended to reflect the modifications to the water plans as shown on Exhibit D-2 attached hereto.
- G. Exhibit F-1 is hereby repealed in its entirety and the attached Exhibit F-2 is hereby substituted in its place with respect to the Phasing Plan.
- H. Article I, Section G is hereby amended as follows:

Capital facilities charges to the City of Papillion in the amount of \$436,982 less a credit for exterior water main extension of \$109,245 for a net charge of \$327,736.50. The City has received \$323,079.00 from the District. Accordingly, the District shall pay an additional capital facilities charge in the amount of \$4,657 (based on the addition of three lots with Kingsbury Hills Replat Two at \$2,070/lot less a credit for exterior water main extension of \$1,552.50), 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.

- 4. DISTRICT Boundary. The Parties acknowledge that the DISTRICT boundary will need to be altered as a result of the replat of the Property. DISTRICT agrees to extend the boundary of SID 275 to annex Lots 1, 29, 30, and 39 and their associated right-of-way. Further, DISTRICT agrees to de-annexation the portion of the middle school lot that is being platted as part of Granite Falls.
- 5. Timing of Sherman Street. DISTRICT shall improve Sherman Street between 109th Street and 110th Street, including the culvert crossing, as part of the Public Improvements for Replat Two.
- 6. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Property that address street creep/driveway binding on curved streets, provide for over lot drainage, and establish that the maximum driveway slope shall be 8% to provide for driveway cross slope that is compliant with ADA/PROWAG guidelines. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.

- 7. Easement Releases. DEVELOPER shall obtain easement releases for the easements included in the Kingsbury Hills Replat One dedication for Omaha Public Power District, Century Link, Cox Communications, and Black Hills Energy that are no longer required due to the dedication of new easements with Kingsbury Hills Replat Two.
- 8. Easements to CITY. DEVELOPER, its successors and assigns, and DISTRICT agree to allow CITY to install improvements within any outlot dedicated as park land or open space as depicted on Exhibit "I". Further, DEVELOPER, its successors and assigns, and DISTRICT agree to dedicate, at no expense to CITY, any easements required for said improvements. Such easement dedication shall not be withheld by DEVELOPER or DISTRICT in order to gain any monetary or non-monetary concessions by CITY, including but not limited to, improvements to any trail, sidewalk, street, park or drainage system, a reduction in water or sewer rates, provision of additional services not traditionally provided to DISTRICT, or commitment to an annexation timeframe.
- 9. Exhibit Additions. Exhibit A-2, Exhibit B-1C, Exhibit B1-D, Exhibit C-2, Exhibit D-2, Exhibit F-2, and Exhibit I are hereby added to the Agreement.
- 10. No Other Amendment. Except as specifically set forth herein, the Agreement shall remain in full force and effect.
- 11. Binding Effect. This Fourth 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:



DISTRICT:

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

Date: 3-13-15

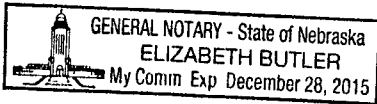
By: Gerald Torczan

Its: Board member

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald Torczan 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 13th day of March, 2015.



[Signature]
Notary Public

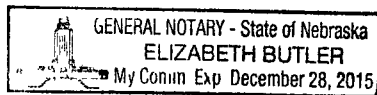
APPROVED AS TO FORM:

[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 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 6th day of April, 2015.



[Signature]
Notary Public

D

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

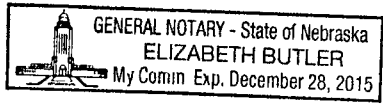
By: Gerald Torcean

Its: Pres.

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald Torcean 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 13th day of March, 2015.



[Signature]
Notary Public

**SUBDIVISION AGREEMENT AMENDMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

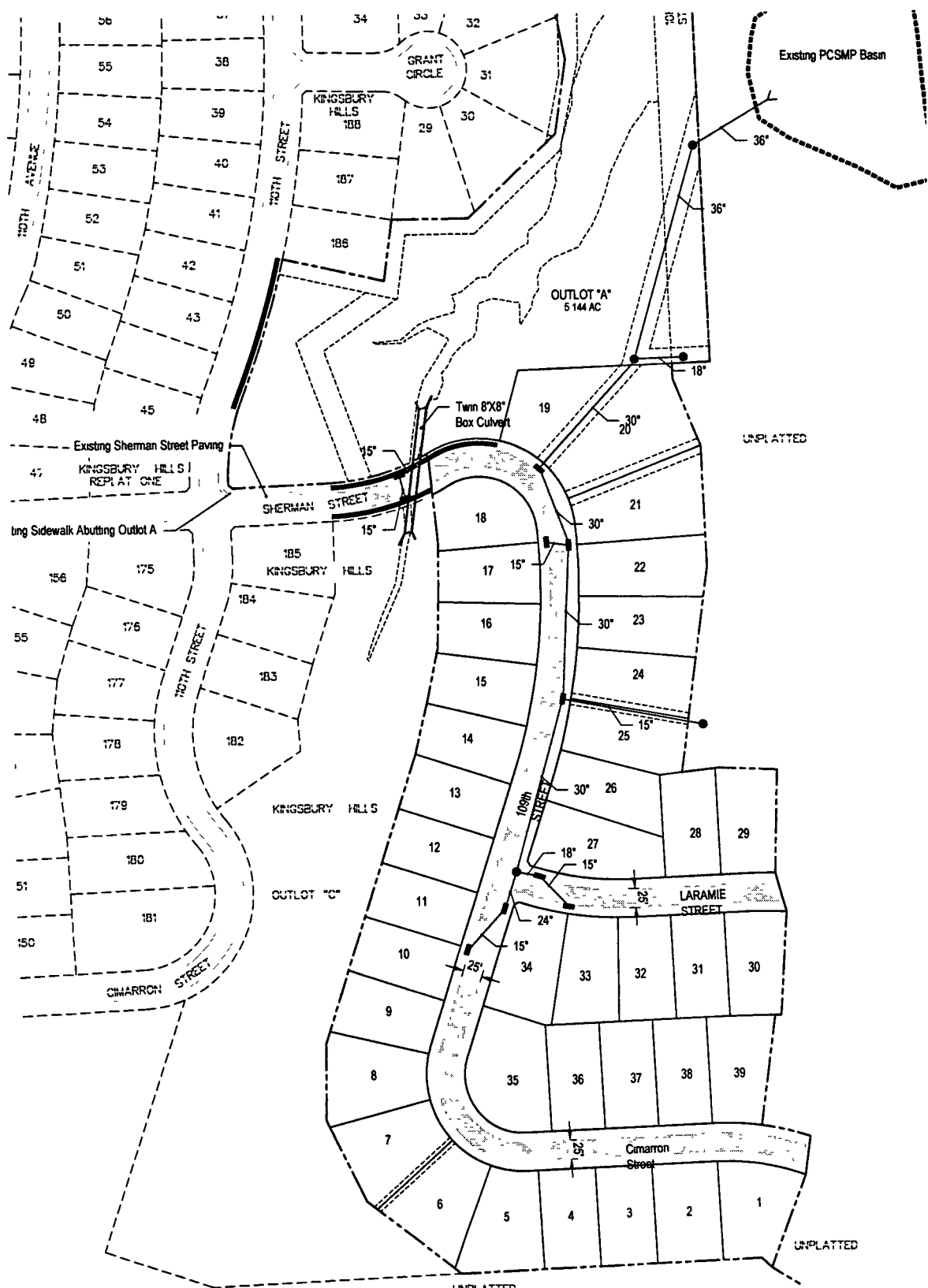
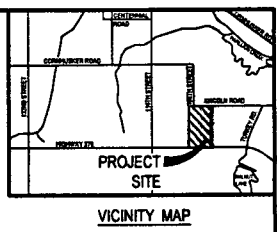
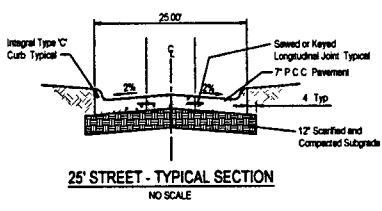
RECITALS

SECTION	1	Capitalized Terms
	2	Area of Application
	3	Amendments
	4	DISTRICT Boundary
	5	Timing of Sherman Street
	6	Covenants
	7	Easement Releases
	8	Easements to CITY
	9	Exhibit Additions
	10	No Other Amendment
	11	Binding Effect

EXHIBITS:

A-2	Kingsbury Hills Replat Two Final Plat
B-1C	Final Storm Sewer & Paving
B-1D	Final Sanitary Sewer
C-2	Source and Use of Funds
D-2	Final Water
F-2	Phase
I	Park Land/Open space Dedication

G



Proj No:	FD041213	Revision:	
Date:	09/27/14	Drawn:	WPH
Designed By:	WPH	Checked:	WPH
Drawn By:	WPH		
Scale:	1" = 100'		
Sheet:	1 of 1		

EXHIBIT 'B-1C'
FINAL STORM SEWER & PAVING

KINGSBURY HILLS REPLAT TWO
PARISH, LOUISIANA

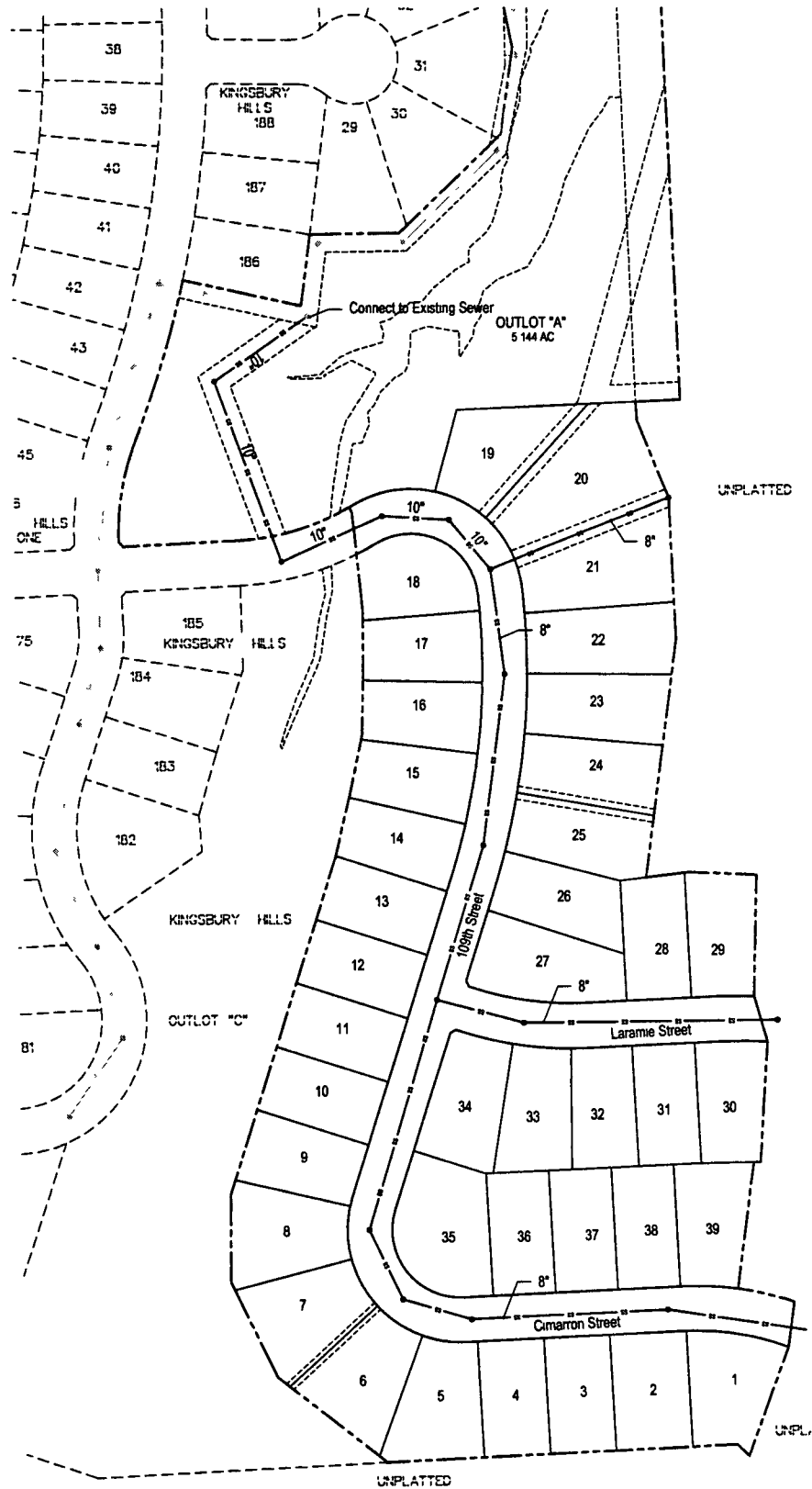
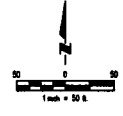


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H

Legend

-  PROPOSED SANITARY SEWER (8" Diameter Unless Noted)
-  EXISTING SANITARY SEWER



Proj. No.	Revision
2204-234-001	
Date	Description
03/02/2014	
Drawn By	Checked
WJG	WJG
Scale	Sheet
1" = 10'	1 of 1

EXHIBIT B-10'
FINAL SANITARY SEWER

KINGSBURY HILLS REPLAT TWO
POPULATION 1000000



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I

SOURCE AND USE OF FUNDS

PROJECT: SID 275, KINGSBURY HILLS 248 LOTS
 JURISDICTION: PAPILLION
 DATE: 2/24/2015
 ESTIMATED BY: WESTERGARD
 PROJECT NO: 2004 225 008

ENTIRE SID 275, KINGSBURY HILLS

EXHIBIT C-2, SHEET 1 OF 4

Notes: Compilation of costs to SID at time of levy of special assessments
 Bold, italicized figures are projected

	Construction Cost	Special Assessment	General Obligation	Reimbursable	Total
Sanitary Sewer - Section II	134,581	270,985	6,296		277,282
Storm Sewer & Paving - Section IV	227,910	171,695	224,212		395,908
Buffalo Outfall, (Sanitary Exterior)	914,271	0	0		1,202,236
Buffalo Outfall - Residential				797,083	
Buffalo Outfall - Commercial				405,153	
Sanitary, Paving & Storm Sec. I	1,299,426		607,049		1,896,629
San, Pave, Storm I - Residential		1,183,318			
San, Pave, Storm I - Commercial		106,261			
Sanitary, Paving & Storm Sec. I - Residential	0	61,897	-61,897		0
Storm & Paving - Sec. II (114th St.)	415,710	0	524,869		853,049
Storm, Paving II - County Reimbursable				171,480	
Storm, Paving II - Commercial Reimbursable				168,700	
Storm & Paving - Sec. III (114th St. Rt. Turn Lane)	86,114	0	108,586	35,522	142,108
Storm Sewer and Paving - Section V	294,033	208,079	250,192		458,271
Water Distribution - Section I	626,083		98,914		871,480
Water I - Residential		374,886			
Water I - Commercial		33,647		364,234	
Water Distribution - Section I	0	6,728	-6,728		0
Water Distribution - Section II	52,340	76,171	10,291		86,461
Water Distribution - Section III	77,302	116,981			116,981
Capital Facilities - Phase I	302,829	227,169	129,196		356,385
Capital Facilities - Phase II	20,250	12,542	12,542		25,083
Electrical Distribution - Section I	91,500	146,686	0		146,686
Electrical Distribution - Section II	43,260	121,268	0		121,268
Electrical Distribution - Section III	34,500	62,019			62,019
Park Acquisition	81,270	0	95,333		95,333
Park Construction	91,974	0	168,328		168,328
Other Payment in Lieu of G.O. from Commercial for Total payment of \$1,116,609			-190,522		
<i>Kingsbury Final Phase, 39 Lots(See Attached)</i>	<i>898,805</i>	<i>823,555</i>	<i>325,044</i>	<i>100,000</i>	<i>1,248,598</i>
TOTALS	<u>6,692,148</u>	<u>4,003,686</u>	<u>2,299,708</u>	<u>2,030,173</u>	<u>8,624,088</u>

	# UNITS	VALUE		VALUATION
	248 Units @	\$210,000	=	\$51,660,000
G O. DEBT RATIO =	\$2,299,706 /	\$ 51,680,000	=	4.45%

K

EXHIBIT C-2, SH. 3 OF 4

PROJECT: SANITARY SEWER (INTERIOR)					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT SANITARY SEWER MANHOLE TAP	1	EA	1,189.00	1,189
2	CONSTRUCT 8" SANITARY SEWER PIPE	1,392	LF	19.00	26,448
3	CONSTRUCT 8" SANITARY SEWER PIPE	1,904	LF	20.50	39,032
4	CONSTRUCT 10" SANITARY SEWER PIPE	813	LF	23.80	14,589
5	CONSTRUCT 54" I D SANITARY SEWER MANHOLE (15 EA)	178	VF	330.00	68,740
6	CONSTRUCT 10" DIAMETER DROP CONNECTION (1)	4	VF	251.00	1,004
TOTAL ESTIMATED CONSTRUCTION COST:					\$141,002

NOTES:

1) TOTAL SID COSTS @ 40% - \$197,403

PROJECT PAVING (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	REMOVE CONCRETE HEADER	25	LF	5.53	\$138
2	REMOVE END OF ROAD MARKERS	3	EA	11.08	33
3	EARTHWORK (SUBGRADE PREPARATION)	1,945	CY	2.90	6,351
4	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE L85) W/ INTEGRAL CURB	5,534	SY	29.78	164,692
5	CONSTRUCT CONCRETE HEADER	50	LF	7.74	387
6	CONSTRUCT END OF ROAD MARKER	6	EA	71.86	431
7	CONSTRUCT STREET SIGNS	3	EA	193.48	580
8	ADJUST MANHOLE TO GRADE	14	EA	187.95	2,631
9	CONSTRUCT CURB INLET, TYPE I	4	EA	1,500.00	6,000
10	CONSTRUCT CURB INLET, TYPE II	3	EA	1,600.00	4,800
11	CONSTRUCT CURB INLET, TYPE III	3	EA	1,500.00	4,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$189,544

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$285,361

2) G.O. ITEMS

Intersections	300	SY	\$12,489
Overwidth	0	SY	\$0
Sidewalks at Outlet Frontage	0	SF	\$0
STREET SIGNS	3	EACH	\$813
Type I & III Curb Inlets	7	EACH	\$14,700
Type II Curb Inlets	3	EACH	\$9,720
G.O. TOTAL			\$34,732

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	39	LOTS	\$1,350.00	\$52,650
TOTAL ESTIMATED CONSTRUCTION COST:					\$52,650

NOTES:

1) TOTAL DISTRICT COSTS W/ 25% - \$65,813

PROJECT: WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 10" WATER MAIN	1,050	LF	\$40.00	\$42,000
2	INSTALL 8" WATER MAIN	800	LF	\$28.00	\$22,400
3	10" GATE VALVE AND BOX	2	EACH	\$1,200.00	\$2,400
4	8" GATE VALVE AND BOX	2	EACH	\$900.00	\$1,800
5	FIRE HYDRANT ASSEMBLY	3	EACH	\$3,600.00	\$10,800
6	CONNECTION TO EXISTING MAIN	1	EACH	\$1,600.00	\$1,600
	MISCELLANEOUS (+ 5%)	1	LS	XXXX	4,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$84,400

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$118,160

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CAPITAL FACILITIES CHARGES PER SUB. AGR. AMEND.	1	LS	\$4,657.00	\$4,657
TOTAL ESTIMATED CONSTRUCTION COST:					\$4,657

NOTES

1) TOTAL DISTRICT COST W/ 10% - \$5,123 SPECIAL ASSESS. GENERAL OBLIGATION
RESIDENTIAL \$2,561 \$2,561

PROJECT: INTERIOR STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 15" STORM SEWER TAP	1	EA	436.00	436
2	CONSTRUCT 36" STORM SEWER TAP	1	EA	1,084.00	1,084
3	CONSTRUCT 15" RCP, CLASS III	378	LF	30.90	11,680
4	CONSTRUCT 18" RCP, CLASS III	84	LF	33.60	2,822
5	CONSTRUCT 24" RCP, CLASS III	59	LF	46.15	2,723
6	CONSTRUCT 30" RCP, CLASS III	728	LF	62.20	45,344
7	CONSTRUCT 36" RCP, D0 01=1,350	333	LF	81.80	27,239
8	CONSTRUCT 60" I.D. STORM SEWER MANHOLE (1 EA)	7	VF	432.00	3,024
9	CONSTRUCT 72" I.D. STORM SEWER MANHOLE (1 EA)	7	VF	497.00	3,479
10	CONSTRUCT AREA INLET - TYPE 2 (48" I.D.)	2	EA	2,968.00	5,932
11	CONSTRUCT TEMPORARY HDPE INLET DIVERSION	3	EA	562.00	1,686
TOTAL ESTIMATED CONSTRUCTION COST					\$105,450

NOTES:

1) TOTAL DISTRICT COST W/ 40% - \$147,630
Subtract over 48" Pipe Difference \$0
2) GENERAL OBLIGATION \$147,630

PROJECT: SHERMAN STREET CULVERT

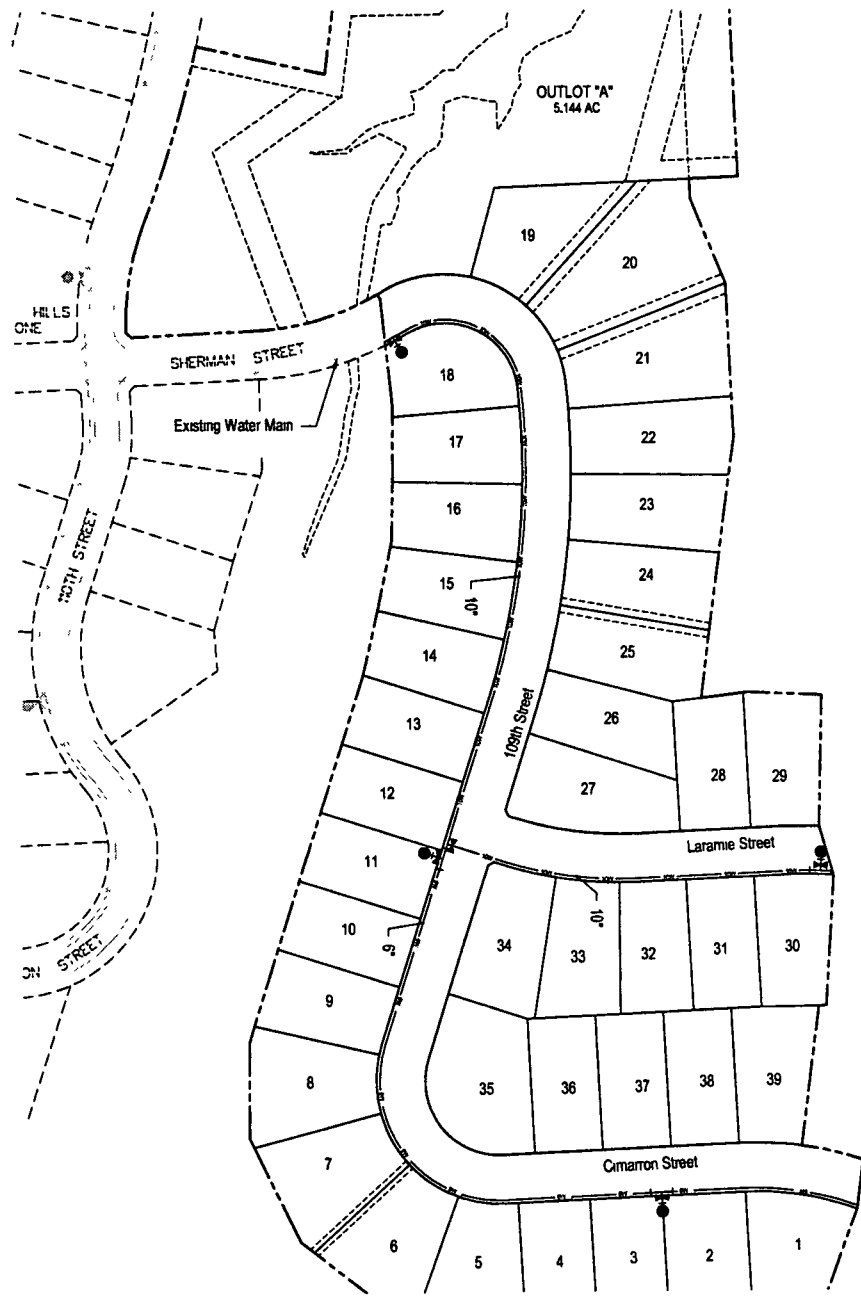
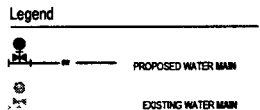
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CLEARING AND GRUBBING, GENERAL	1	LS	2,000.00	2,000
2	EXCAVATION ON-SITE (ESTABLISHED QUANTITY)	4,974	CY	3.00	14,922
3	CONSTRUCT TWIN 8'X8' CONCRETE BOX CULVERT	128	LF	1,200.00	153,600
4	CONSTRUCT SEGMENTAL RETAINING WALL	70	SF	30.00	2,100
5	CONSTRUCT 48" CHAIN LINK FENCE (BLACK VINYL-COATED)	215	LF	35.00	7,525
6	INSTALL SEEDING - TYPE B	1.5	AC	2,000.00	3,000
7	INSTALL ROLLED EROSION CONTROL, TYPE II	1,900	SY	2.00	3,800
8	INSTALL SILT FENCE	650	LF	3.00	1,950
9	TURF REINFORCEMENT MAT	600	SY	4.00	2,400
TOTAL ESTIMATED CONSTRUCTION COST:					\$192,097

NOTES:

1) TOTAL DISTRICT COST W/ 25% - \$240,121

THE GRANITE FALLS SID IS ALSO PROJECTED TO MAKE A \$100,000 CONTRIBUTION TO THIS BOX CULVERT.

M



Proj No.	P2004.224.000
Date	07/07/2010
Designed By	SMW
Checked By	SMW
Scale	1" = 50'
Sheet	1 of 1

EXHIBIT D-Z
FINAL WATER

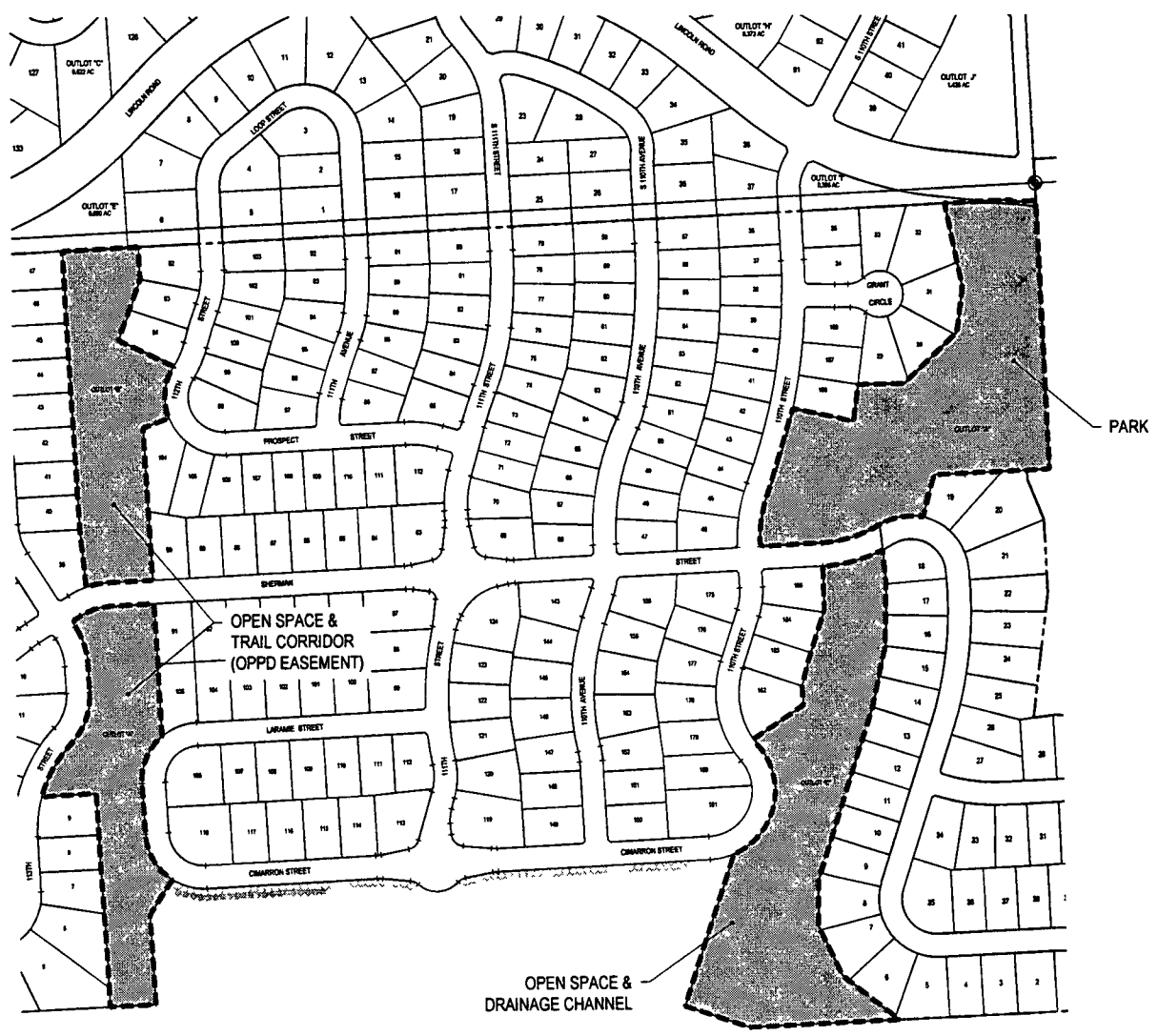
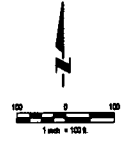
KINGSBURY HILLS REPLAT TWO
PULLMAN, NEBRASKA



E & A CONSULTING GROUP, INC
Engineering • Planning • Environmental & Field Services
123 South 177th Street Omaha, NE 68104
Phone 402.582.0700 Fax 402.582.3500
www.eag.com

EXHIBIT "F-2"
PHASING EXHIBIT

Improvements and final platting for Kingsbury Hills Replat Two will be completed as a single phase per Exhibit "A-2" – Final Plat.



Project		Revisions	
Project No.	2015-12763	Date	Description
Date	8/13/15		
Designed By	MSK		
Drawn By	MSK		
Scale	1"=100'		
Sheet	1 of 1		

EXHIBIT 'G'
DEDICATED PARK LANDS
AND OPEN SPACE

KINGSBURY HILLS REPLAT TWO
POLK COUNTY, MISSOURI



E & A CONSULTING GROUP, INC
Engineering • Planning • Environmental & Field Services
220 North 177th Street, Omaha, NE 68104
Phone: 402.333.0700 Fax: 402.333.3999
www.eaag.com