### FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER



2020-41483

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Pages: 15

Deb Houghtaling

12/03/2020 01:03:28 PM

COUNTY CLERK/REGISTER OF DEEDS

By: pm



**AMD** 

(Space above line for recording information)

## SIXTH AMENDMENT TO KINGSBURY HILLS SUBDIVISION AGREEMENT

This Sixth Amendment to the Kingsbury Hills Subdivision Agreement (hereinafter "Sixth Amendment") made this 17th day of November, 2020 ("Effective Date") by and between SANITARY AND IMPROVEMENT DISTRICT NO. 275, a Nebraska political subdivision (hereinafter "DISTRICT"); and the CITY OF PAPILLION, a municipal corporation (hereinafter "CITY") (collectively the "Parties") amends and modifies the subdivision agreement adopted by Resolution #R06-0086, entered into by the parties on April 18, 2006 and filed and recorded with the Sarpy County Register of Deeds as Instrument #2006-20687 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 filed and recorded with the Sarpy County Register of Deeds as Instrument #2008-21169; (3) the Third Amendment adopted by Resolution #R15-0025, entered into by the Parties on February 3, 2015 and filed and recorded with the Sarpy County Register of Deeds as Instrument #2015-05381; 4) the Fourth Amendment adopted by Resolution #R15-0060, entered into by the Parties on April 7, 2015 and filed and recorded with the Sarpy County Register of Deeds as Instrument #2015-12263; and the Fifth Amendment adopted by Resolution #R16-0044, entered into by the Parties on April 19, 2016 and filed and recorded with the Sarpy County Register of Deeds as Instrument #2016-08935 (collectively the "Subdivision Agreement").

## **RECITALS:**

Stone Creek Plaza, L.L.C. (hereinafter "DEVELOPER"), DISTRICT, and CITY entered into the Original Subdivision Agreement dated April 18, 2006 with respect to Lots 1 through 226, inclusive, and Outlots A through F, Kingsbury Hills; and

DEVELOPER, DISTRICT, and CITY entered into the First Amendment to adopt a revised Source and Use of Funds exhibit.

DEVELOPER, DISTRICT, and CITY entered into the Second Amendment to allow for the replatting and development of a portion of the Development Area.

DEVELOPER, DISTRICT, and CITY entered into the Third Amendment to relief the DISTRICT's obligations for Lincoln Street.

DEVELOPER, DISTRICT, and CITY entered into the Fourth Amendment to allow for the replatting and development of a portion of the Development Area.

DEVELOPER, DISTRICT, and CITY entered into the Fifth Amendment to adopt a revised Source and Use of Funds exhibit.

The Parties desire to modify the Subdivision Agreement having to do with One Call services and to allow for additional park improvements within the Development Area as set forth herein (the "2020 Park Improvements").

## NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are, by this reference, incorporated into and deemed part of the Subdivision Agreement, as modified or amended by this Sixth Amendment.
- 2. <u>Capitalized Terms</u>. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Subdivision Agreement.
- 3. <u>Area of Application</u>. The Sixth 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.
- 4. <u>2020 Park Improvements</u>. The 2020 Park Improvements shall mean the following improvements as depicted on Exhibit "J":
  - A. Removal of existing play equipment, play structures, and play area surfaces.
  - B. The addition of play equipment, play structures, and play area surfaces.
  - C. Construction and installation of park signage.
  - D. Construction of a basketball court.
  - E. Construction of a sidewalk connecting to the play area.
  - F. Relocation and installation of amenities to include benches and trash receptacles.
  - G. Relocation and installation of landscaping to include trees, shrubs, and ornamental grasses.
- 5. Obligation for the 2020 Park Improvements. The Parties agree that the 2020 Park Improvements shall be financed using the funds of DISTRICT. The Parties further agree that the entire cost of the 2020 Park Improvements shall not exceed the amount shown on the addendum to Source and Use of Funds attached hereto as Exhibit C-4. Construction overruns and/or change orders totaling up to ten (10%) percent shall be submitted to CITY for approval by City Administrator and City Engineer prior to the work being started.
- 6. <u>Easements to CITY</u>. DISTRICT agrees to allow CITY to install improvements within Outlot A, Kingsbury Hills Replat Two. For the purpose of this agreement, improvements will be limited to those purposes defined in Nebraska Revised Statute 19-709 for a city to exercise eminent domain. Further, DISTRICT agrees to dedicate, at no expense to CITY, any easements required for said improvements. Such easement dedication shall not be

unreasonably withheld by 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.

## 7. Amendments.

- A. Exhibit C-3, and all references thereto, are hereby amended to include the attached Exhibit C-4.
- B. Exhibit J is hereby added to the Agreement with respect to the 2020 Park Improvements.
- C. Section IX of the Original Subdivision Agreement is hereby rescinded in its entirety and replaced to read as follows:
  - A. City shall provide public water main, sanitary sewer line, or water main and sewer line locating services as well as any other utilities that City or District is responsible for after District provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. District shall timely pay to City a corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required and performed by City within the Development Area as received over the One Call System, as invoiced by City.
  - B. City shall invoice District for the required payment for services on an annual basis and District shall have 30 days in which to make payment after receiving such invoice. City shall maintain records of all costs incurred within the Development Area for locating services and District shall have the right to audit and review such records at any time to assure that such records are accurate.
- 8. <u>DEVELOPER Acknowledgement</u>. DISTRICT and CITY agree that their signing and execution of this Sixth Amendment is not contingent upon the Sixth Amendment being signed and executed by DEVELOPER. DISTRICT and CITY acknowledge that DEVELOPER has no remaining rights or duties under the Subdivision Agreement, that DEVELOPER is not disadvantaged by this Sixth Amendment, and that they waive the requirement of DEVELOPER's signing and execution of any future amendments to the Subdivision Agreement. DISTRICT agrees to assume and perform all of DEVELOPER'S remaining duties, if any, under the Subdivision Agreement and any amendments thereof.
- 9. <u>No Other Amendment</u>. Except as specifically modified or amended by this Sixth Amendment, the Subdivision Agreement shall remain in full force and effect.
- 10. <u>Binding Effect</u>. This Sixth Amendment to the Subdivision Agreement shall be binding upon the Parties, their respective successors, and assigns.

(Signatures on following pages.)

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

Nicole L. Brown, City Clerk

David P. Black, Mayor

SEAL:



DISTRICT:	
Date: 1)(20)202()	SANITARY & IMPROVEMENT DISTRICT NO. 27: OF SARPY COUNTY, NEBRASKA By: Its:
STATE OF NEBRASKA ) )ss.	
COUNTY OF SARPY )	
of Sanitary & Improven	ounty and state, personally came Tim Junit, ment District No. 275, known to me to be the identical ad acknowledged the execution thereof the be his or her et.
Witness my hand and Notarial	Seal this <u>Nowmber</u> , 2020.
GENERAL NOTARY - State of Nebraska MANDY M. ANDERSON My Comm. Exp. April 2, 2022	Notary Public
APPROVED AS TO FORM:  Attorney for Sanitary and Improvement District No. 275 of Sarpy County, Nebraska	
STATE OF NEBRASKA ) )ss. COUNTY OF SARPY )	
Attorney for Sanitary & Improvement District	ounty and state, personally came The Fullenkamp to No. 275, known to me to be the identical person who ed the execution thereof the be his or her voluntary act and
Witness my hand and Notarial S	Seal this 30 day of Maxmbe C, 2020.
GENERAL NOTARY - State of Nebrasko MANDY M. ANDERSON My Comm. Exp. April 2, 2022	Ĭ

## SUBDIVISION AGREEMENT AMENDMENT TABLE OF CONTENTS

## INTRODUCTION STATEMENT

## **RECITALS**

SECTION	1	Incorporation of Recitals
	2	Capitalized Terms
	3	Area of Application
	4	2020 Park Improvements
	5	Obligation for 2020 Park Improvements
	6	Easements to City
	7	Amendments
	8	DEVELOPER Acknowledgement
	9	No Other Amendment
	10	Binding Effect

## **EXHIBITS**:

C-4 Addendum to Source and Use of Funds J 2020 Park Improvements

## Exhibit C-4, Page 2 of 2

E & A Consulting Group, Inc. 10909 Mill Valley Road Omaha, NE 68154

### Bid Tabulations SID: 275 Subdivision: KINGSBURY HILLS Project Type: 2019 PARK IMPROVEMENTS

Bid Date: 5/15/19 E&A Project No. P2004.225.015 Engineer's Est: \$193,300.00 Page 1 of 1

				13680 9	nstruction Co. Inc. S. 220th Street na, NE 68028						
Bid Item		Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	6' x 5" CONCRETE SIDEWALK WITH SUBGRADE PREP & BACKFILL	1,885	SF	6.00	11,310.00						
2	5" CONCRETE BENCH PAD	96	SF .	6.00	576.00						
3	6" FIBER MESH CONCRETE W/ 6" AGGREGATE BASE (1/2 BBALL COURT)	2,970	SF	8.00	23,760.00						
4	VERSA COURT (COLORS TO BE SPECIFIED BY ENGINEER)	1	LS	16,000.00	16,000.00						
5	BASKETBALL OUTFIT (POST, BACKBOARD, RIM & NYLON NET)	1	LS	3,000.00	3,000.00						
6	THICKENED EDGE AT PLAYGROUND SIDEWALK	192	LF	12.00	2,304.00						
7	RUBBER SURFACING WITH CONCRETE BASE	1,095	SF	22.00	24,090.00						
8	SAND SURFACING	180	TN	35.00	6,300.00					ļ	
9	6' PARK BENCH	2	EA	750.00	1,500.00						
10	TRASH RECEPTACLE	1	EA	750.00	750.00						
11	SINGLE BOBBLE SPRING RIDER	1	EA	1,800.00	1,800.00						
12	OODLE SWING	1	EA	8,000.00	8,000.00						
13	GLOBAL MOTION	1	EA	34,000.00	34,000.00						
14	CLIMBING ROCK (ADVENTURESCAPE - DESIGN # 7)	1	EA	71,000.00	71,000.00						
15	4" PERFORATED DRAIN PIPE	245	LF	20.00	4,900.00						
16	6" SOLID DRAIN PIPE_	40	LF	20.00	800.00						
17	SITE GRADING	1	LS	6,500.00	6,500.00						
18	SEED & MAT ALL DISTURBED AREAS	1	LS	4,000.00	4,000.00						
19	TREES	8	EA	500.00	4,000.00						
20	SHRUBS	11	EA	50.00	550.00						
21	NATIVE GRASSES	38	EA	16,00	608.00						
22	MULCH	1	LS	1,300.00	1,300.00						
23	RELOCATE EXISTING TREES	5	EA	300.00	1,500.00						
24	RELOCATE EXISTING BENCH	1	LS	200.00	200.00						
25	REMOVE & DISPOSE EXISTING 8" CONCRETE CURB	132	LF	15.00	1,980.00			ļ		<b></b>	
26	REMOVE & DISPOSE EXISTING CONCRETE BENCH PAD	55	SF	2.00	110.00		<del></del>			1	
27	REMOVE & DISPOSE EXISTING SINGLE SPRING RIDER	1	LS	100.00	100.00				<del></del>		
28	RAISE MANHOLE TO GRADE	1	LS	300.00	300.00						
	TOTAL BASE BID (ITEMS 1-28, INCLUSIVE)				231,238.00*						

\* CORRECTED TOTAL BASE BID

## Exhibit C-4, Page 1 of 2

# ADDENDUM TO SOURCE AND USE OF FUNDS SID NO. 275 - KINGSBURY HILLS FOR SIXTH AMENDMENT TO SUBDIVISION AGREEMENT

As of August 1, 2020

VALUATION 2020

**VALUE** \$67,719,881

**NET DEBT TO VALUE** 

5.29%

## CASH AND INVESTMENTS AS OF 7/31/20

	GENERAL FUND	BOND FUND
CASH	\$244,075.62	\$629,484.05
INVESTMENTS	0.00	0.00
TOTAL CASH AND INVESTMENTS	\$244,075.62	\$629,484.05

## SPECIAL ASSESSMENTS All Special Assessments have been Levied and Paid in Full

<b>BONDS OUTSTANDING</b>			REMAINING AVERAGE
DATE OF ISSUE	ISSUE AMOUNT	BALANCE	ANNUAL DEBT SERVICE
11/15/16	\$2,450,000.00	\$2,215,000.00	\$174,944
10/15/19	<u>\$2,000.000.00</u>	\$2,000,000.00	<u> \$137,766</u>
	\$4,450,000.00	\$4,215,000.00	\$312,709

APPROVED COST OF PARK IMPROVEMENTS \$231,238.00

**WARRANTS OUTSTANDING** - NO WARRANTS OUTSTANDING

**DEBT TO VALUE AS OF 9/8/2020 - 5.29%** 

**DEBT TO VALUE WITH PARK IMPROVEMENTS - 5.70%** 

Improvement Plans for

## KINGSBURY HILLS

## 2019 PARK IMPROVEMENTS

S.&I.D. NO. 275 Sarpy County, Nebraska

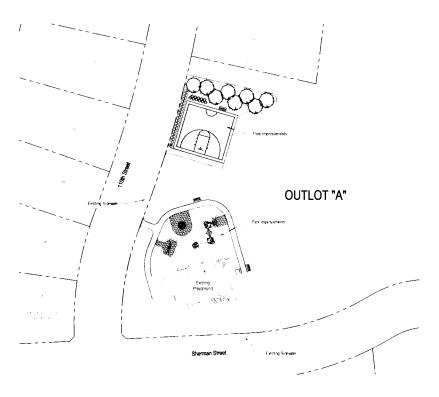




VICINITY MAP

#### APPROXIMATE QUANTITIES

ITEM	DESCRIPTION	QUANTITY	
	5 x 5" CONCRETE SIDEWALK W/ SUBGRADE PREP & BACKFILL	1 885	SF
2	5" CONCRETE BENCH PAD	96	SF
	6" FIBER MESH CONCRETE W/ 6" AGGREGATE BASE (1/2 BBALL COURT)	2 970	SF
4	VERSA COURT (COLORS TO BE SPECIFIED BY ENGINEER)	1	LS
6	BASKETBALL OUTFIT (POST_BACKBOARD_RIM& NYLON NFT)	1	LS
6	THICKENED EDGE AT PLAYGROUND SIDEWALK	192	LF.
- /	RUBBER SURFACING WITH CONCRETE BASE	1 095	SF
9	SAND SURFACING	180	TN
9	6' PARK BENCH	2	EA
10	TRASH RECEPTACLE	1	EA
11	SINGLE BOBBLE SPRING RIDER	1	EA
12	DODLE SWING	1	EA
13	GLOBAL MOTION	1	EA
14	CLIMBING ROCK (ADVENTURESCAPE - DESIGN # 7)	1	EΑ
15	4" PERFORATED DRAIN PIPF	245	LF
16	6" SOLID DRAIN PIPE	40	LF
17	SITE GRADING	1	LS
18	SEED & MAT ALL DISTURBED AREAS	1	LS
19	TREES	8	EA
20	SHRUBS	11	EA
2.	NATIVE GRASSES	38	EΑ
77	<b>W</b> UE04	1	1.8
23	RELOCATE EXISTING TREES	5	EΑ
24	RFLOCATE EXISTING BENCH	1	EΑ
25	REMOVE & DISPOSE EXISTING & CONCRETE CLIRB	132	ĹF
26	REMOVE & DISPOSE EXISTING CONCRETE BENCH PAD	56	SF
27	REMOVE & DISPOSE EXISTING SINGLE SPRING RIDER	1	LS
28	RAISE MANHOLE TO GRADE	1	18



- All work shall be performed in accordance with the City of Omaha Standard Specifications for Public Works Construction. 2014 Edition and any current reviews of amendments therefor The ONy of Omaha Parks Department standards and the Special Provisions for this project shall early and the Construction shall perform in accord therewise.
- The Contractor shall be responsible to construct a completed park as shown on these plans to include the approximate quantities. All particularly shall be assembled according to the manufacturers approximate quantities recommendations.
- 1.4 The interfict free plans to permit the Contractor to supply any of the materials of ebuginnest specified or offer an equivalent. The Engineer shall be either the material or equivalent for the specified in specified by the specified provides of the one objectives. An interference of the provides of both other or by named materializers such weights used for the purpose of floorating the description and shall be deemed to be followed by the word "to expert." The Contractor may offer any material or equipment which he connectes no the consideration and contracting of the specified provides of the contract of the contraction.
- 4 All colors shall be specified by the Engineer
- 5 Torsile and verify the location of all underground utilities perm to the start of any construction. Care should be taken not to disturb any existing
- 6 Contractor must provide a minimum of 5 projects in the past 5 years of similar scope and size of project to be eligible for bid acceptance
- Contractor must be CPSI cartified and be present on site during entire project installation to be eligible for bid acceptance.

### GRADING NOTES

- Topographic surviviris by E&A Consulting Group. Omaba, NE (402),895-4790. Contour-interval is 2 feet
- The Contractor shall have care in incree and protect existing utshes from damage navord by construction activates. Any damage which occurs to existing utshes is the responsibility of the Conflictor and shall be repaired at the Contractors expense.
- 3 At dimensions and envalues marked with an assemble?: shall be fined uncled point to construction. Table to Engineer of any conflicts with the chawings point to construction.
- 4 Grading shaft he accomplished in accordance with Section 200 "Grading and Site Preparation" of the Othera Standard Specifications
- Processed cominus and spot elevations are contras only and she shall not another and reference of HBT from All grading shall be smooth and continuous. All guidanes shall have positive displayed.
- Provide posture diamage at all times within the construction area and do and alrea water to princt in expansion areas or next to structures. Maintain all ensiring dramage patterns expect in provided by the release.
- 7 Take the nepressary measures to prevent soil erosion during the construction process. This shall include the eroction and maniferance of still fenong at location indicated on the plans or required in the field to prevent soil loss or welenway polyidin. Maintain shifteness and remove sortment as required. Plentone still fenos only after establishment of new turt crop.
- 8 Clear and grub all vegetation for areas to be graded. Separate organic material from associated toosol and regally dispose of organic material off site.
- 9 Maximum longitudical softwark grade shall be \$56,00.11 unless undustrief changes in the drawners. Navily the Engineer of any enablity to achieve this maximum stope. Maximum cross shall be 2%. Where longitudinal stopes exceeds 3% maximum cross since shall be 2%. Where longitudinal stopes exceeds 3% maximum cross since shall be 2%.



### INDEX OF SHEETS

SHEET No	DESCRIPTION
1	COVER SHEET
2	REMOVAL PLAN
3	SIDEWALK AND BASKETBALL COURT PL
4	SIMENSION AND AMENITY PLAN
5	CONSTRUCTION DETAILS
ř.	CONSTRUCTION DETAILS
7	LANDSCAPE PLAN



### EEDING NOTES

- Seed 4 on either side of disturbed areas with a rate of 10 lbs per 1 000 S.F. United Seeds Super Turf II.
- 2. All Seeded areas to have strawmulch applied and spiked in
- 3 Seed to be installed as par City of Omaha specifications 2003 edition, section 803

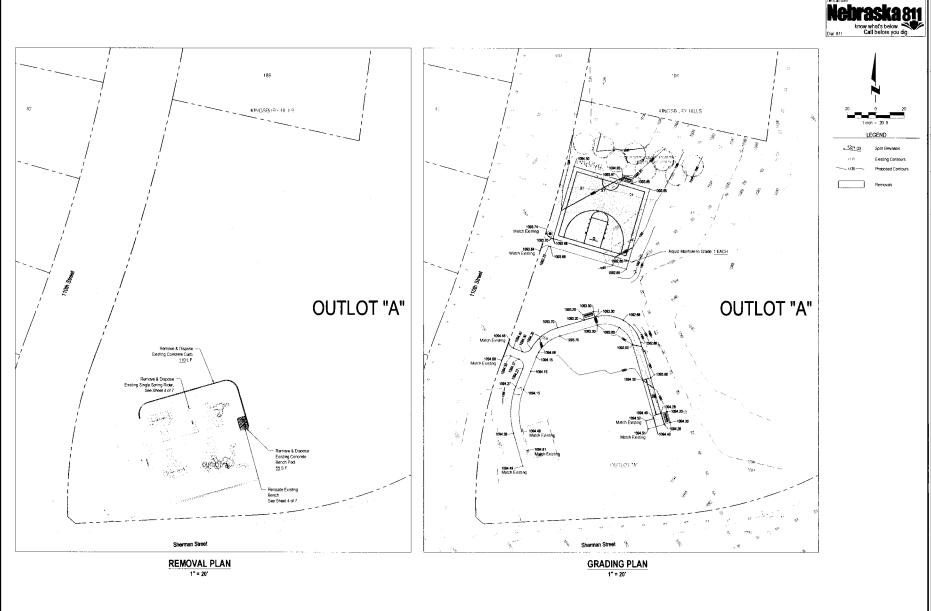


E & A CONSULTING GROUP, INC.

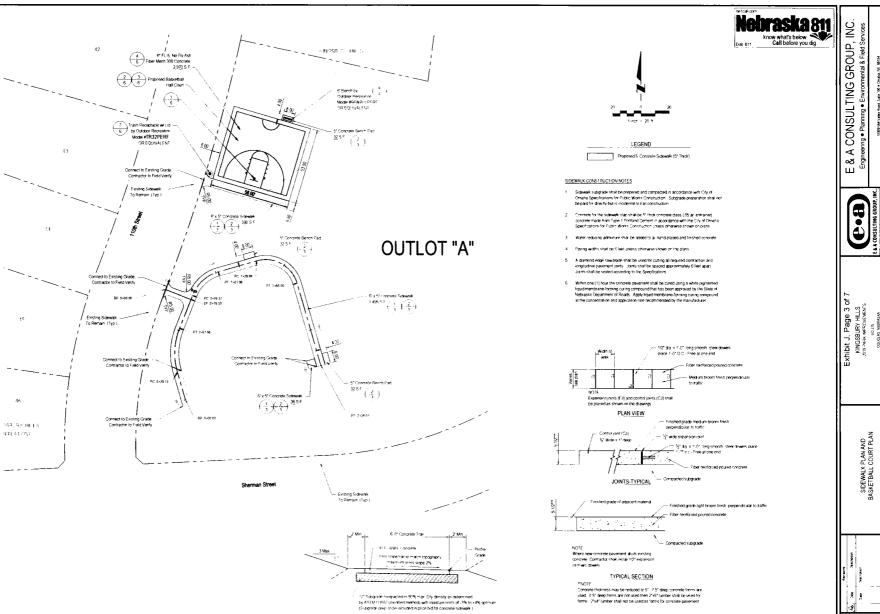
COVER SHEET

Date Describes

Dreigned By MAT Drain By MAT Scale AS SHOWN



E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services Exhibit J, Page 2 of 7
KINGSBURY HILLS
2019 PARK IMPOVEMENTS
SID 2017
COUGLAS, REBASA GRADING & REMOVAL PLAN

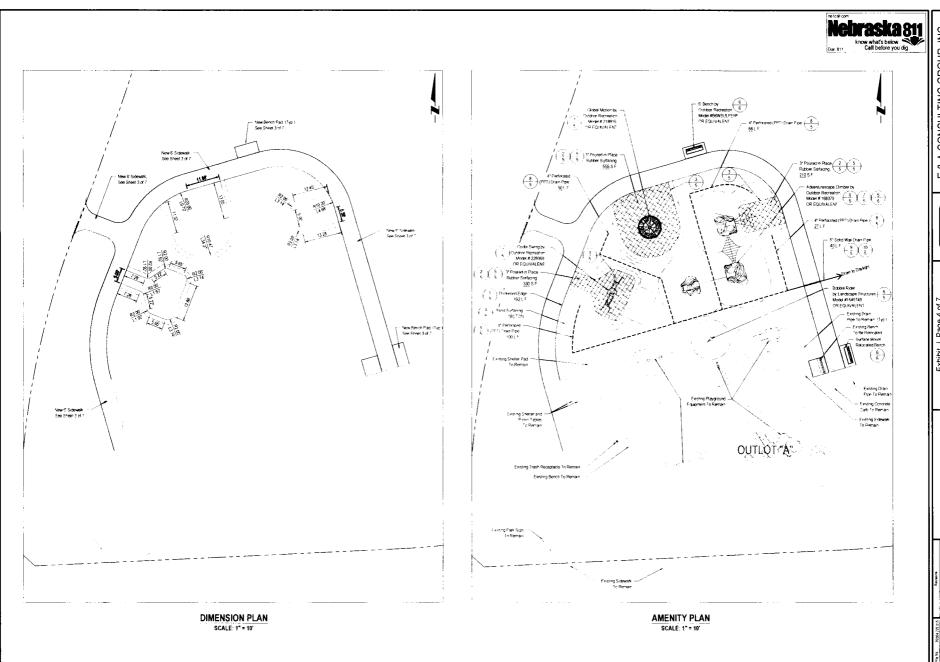


TYPICAL SECTION NOT TO SCALE

SIDEWALK PLAN AND BASKETBALL COURT PLAN

CONCRETE WALK PAVEMENT

NOT TO SCALE



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

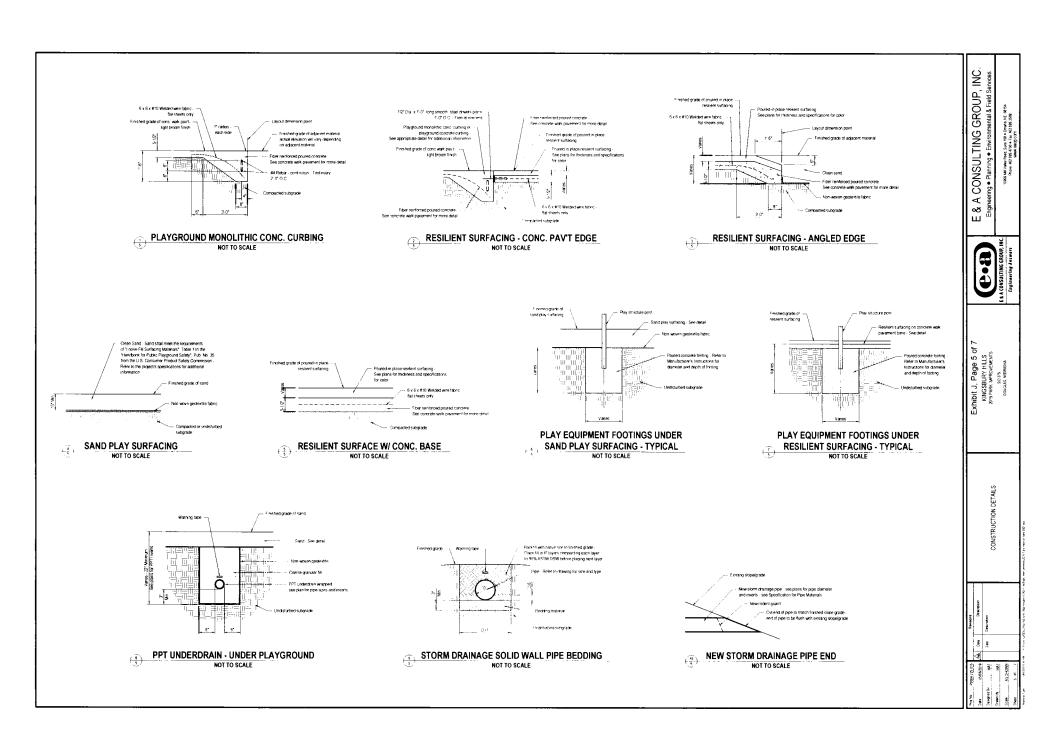
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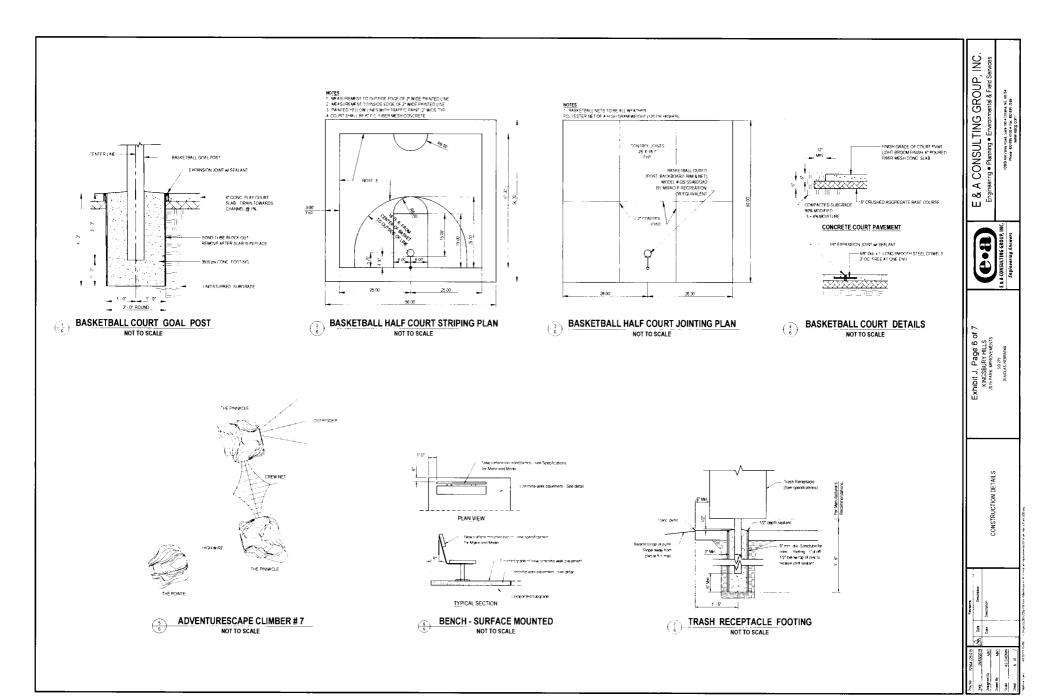
Exhibit J, Page 4 of 7 KINGSBURY HILLS 2019 ABW WARDENENTS 50.75 DOUGHS WEIBASA

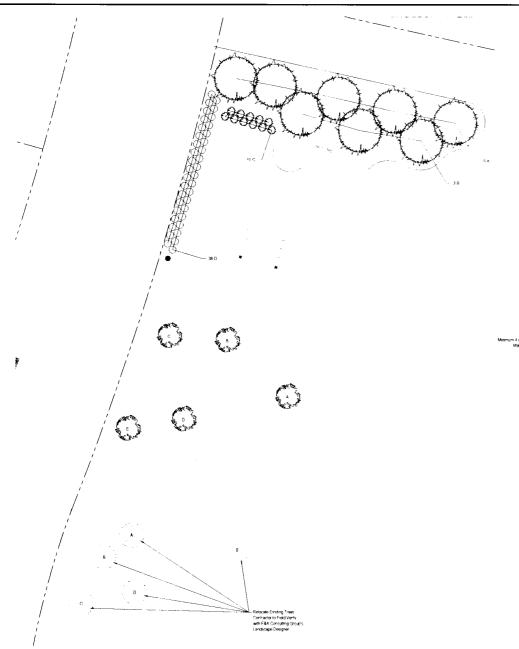
DIMENSION & AMENITY

DIMENSION & AME

special vari







## **PLANT SCHEDULE**

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
Α	5	Picea pungens 'Glauca'	Colorado Blue Spruce	8,-8,	B&B
В	3	Abies concolor	Concolor Fir	8,-8,	B&B
С	11	Euonymus alatus compactus	Dwarf Burning Bush	5 Gal.	Cont
D	38	Calamagrostis 'Karl Foerster'	Karl Foerster Grass	2 Gal.	Cont.

### 'REE NOTES

 Landscape contractor must coordinate with all whites and general contractor to field venty all utility locations that may conflict with all proposed tree planting locations on the project site.

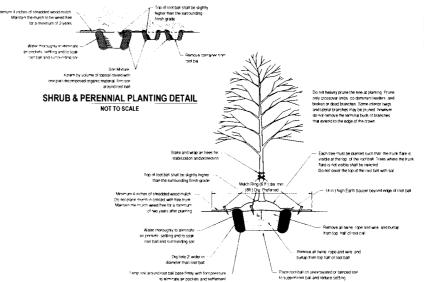
### LEGENO

Existing trees to be relocated (with corresponding letter)

Relocated trees (with corresponding letter)

### , ANDSCAPE NOTES

- 1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All blant material shall be of poort quality and sizes shall meet required size specifications.
- 3. All pissits are to the watered in promediately after practice and then watered none a week for a period of two months from time of planting.
- All prish malarnal chair be guaranneed to purin a live and healthy growing condition for labs for growing conscious forms and open for growing service preventions is shought, after financiation or shall be reduced their strange with the same goods and service including service.
- 5 Werly all dimensions and condition print in stating construction. The location of print material is critical and shrall ke installed an inter-field adjustment may be necessary based on field conditions (i.e. not half and drop-risk condition). As adjustment must be actioned by the findiscoper action.
- The Landscape Contractor shall remove all construction debts and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debts prior to any work.
- 2. Provide Incelly available stredded hardword mulch on all wees and in all planting bests to a 3.4 inch minimum depth unless otherwise note. Mulch ring to entend 1-01 minimum beyong planting pt. Minot site grading in the included if needed:
- 8 At trees are to be staked for a period of not less than one year from time of planting
- 9 Christophy to coordinate work with other amenures contractors







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

E & A CONSULTING GROUP, INC. Engineering Answers

nibit J, Page 7 of 7 KINGSBURY HILLS 2019 PARK WIROVEMENTS 300.25 SOURCE NERRORS NE

LANDSCAPE PLAN

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segment by MAT Date and the ASSESSMENT ASSESSMENT AND THE ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSMENT ASSESSME

TREE PLANTING DETAIL - B & B TREE