



2020-41482

12/03/2020 01:03:27 PM

Recording fees paid:

\$88.00

Pages: 14

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: pm



AMD

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**FOURTH AMENDMENT TO THE
STOCKMANS HOLLOW
SUBDIVISION AGREEMENT**

THIS FOURTH AMENDMENT TO THE STOCKMANS HOLLOW SUBDIVISION AGREEMENT made this 17th day of November, 2020, (Effective Date), by and between **Celebrity Homes, Inc.** (hereinafter referred to as "Celebrity", being the successor to the original developer, Boyer Young Equities VII, LLC), **Sanitary and Improvement District No. 286 of Sarpy County, Nebraska**, 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 Original Subdivision Agreement approved by the Papillion City Council via Resolution No. R07-0123 on June 19, 2007 (the "Original Subdivision Agreement") as modified by the First Amendment approved by the Papillion City Council via Resolution No. R10-0128 on August 3, 2010 and filed and recorded with the Sarpy County Register of Deeds as Instrument No. 2010-20091, the Second Amendment approved by the Papillion City Council via Resolution No. R11-0101 on August 2, 2011 and filed and recorded with the Sarpy County Register of Deeds as Instrument No. 2011-27369, and the Third Amendment approved by the Papillion City Council via Resolution No. R14-0151 on September 16, 2014 and filed and recorded with the Sarpy County Register of Deeds as Instrument No. 2014-22608 (hereinafter collectively referred to as the "Agreement").

WITNESSETH;

WHEREAS, Boyer Young Equities VII LLC (as original Developer), Tuscan Place LLC (as original owner of Lot 208, Stockmans Hollow), District, and City entered into the Original Subdivision Agreement dated June 19, 2007, a First Amendment thereto dated August 3, 2010, and a Second Amendment thereto dated August 2, 2011.

WHEREAS, Boyer Young Equities VII LLC (as original Developer), Celebrity Homes, Inc. (as successor to Boyer Young Equities VII LLC), and Market Place Apartments (as successor to Tuscan Place LLC), District, and City entered into the Third Amendment dated September 16, 2014.

WHEREAS, the Parties hereto desire to modify the Original 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, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **Area of Application:** This Fourth Amendment applies to: i) Lots 1 through 52, Lots 54 through 188, Lots 204 through 205, and Lots 208 through 209, Stockmans Hollow, ii) Lots 1 through 14, Stockmans Hollow Replat One, iii) Lot 1, Stockmans Hollow Replat Two, iii) Lots 4 through 31 and Lots 34 through 49, Stockmans Hollow Replat Three, iv) Lots 86 through 90, Stockmans Hollow Replat Four and v) Ls 1 through 62 and Outlots A through D, inclusive, Stockmans Hollow Replat Five.

2. **Definitions:** Unless otherwise defined in this Fourth Amendment, all capitalized terms used in this Fourth Amendment shall have the same meaning set forth for such terms in the Agreement.

3. **2020 Park Improvements:** The 2020 Park Improvements shall mean the following improvements as depicted on Exhibit "I":

- A. Removal of existing play equipment, play structures, and play area surfaces.
- B. The addition of play equipment, play structures, and play area surfaces.

4. **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 D-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.

5. **Easements to CITY:** District agrees to allow City to install improvements within Lot 209, Stockmans Hollow. 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.

6. **Amendments to Agreement:** The following provisions of the Agreement shall be modified with respect to the development of the Property as follows:

- A. **Exhibit "D-3"** is hereby amended to include the attached **Exhibit "D-4"** with respect to the Summary of Estimated Construction Costs.
- B. **Exhibit I** 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.

7. **Miscellaneous:**

- A. Developer Acknowledgement:** District, Celebrity, and City agree that their signing and execution of this Sixth Amendment is not contingent upon the Fourth Amendment being signed and executed by Market Place Apartments. District, Celebrity, and City acknowledge that Market Place Apartments LLC and Celebrity are not disadvantaged by this Fourth Amendment, that they waive the requirement of Market Place Apartments LLC's signing and execution of this and any future amendments to the Subdivision Agreement, and that they waive the requirement of Celebrity's signing and execution of future amendments to the Subdivision Agreement. District agrees to assume and perform all of Market Place Apartments LLC's and Celebrity's remaining duties under the Subdivision Agreement and any amendments thereof.
- B. Counterparts:** This Fourth Amendment may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- C. No Other Amendment:** Except as specifically set forth herein, the Agreement shall remain in full force and effect.
- D. Binding Effect:** This Fourth Amendment shall be binding upon the Parties, their respective successors, and assigns.

IN WITNESS WHEREOF, this Fourth Amendment is effective on the day and year first above written.

(Signatures on following pages.)

ATTEST:

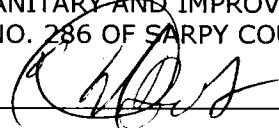
Nicole L. Brown
Nicole L. Brown, City Clerk

CITY OF PAPILLION, a Nebraska
Municipal Corporation

By David P. Black
David P. Black, Mayor

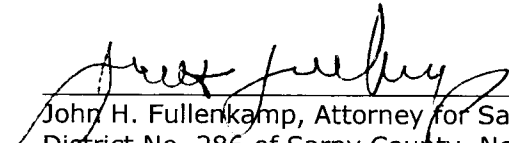


SANITARY AND IMPROVEMENT DISTRICT
NO. 286 OF SARPY COUNTY, NEBRASKA

By 
Rachel M. Bessey
Its: Chairman

Date: 10/30/2020

APPROVED AS TO FORM:


John H. Fullenkamp, Attorney for Sanitary and Improvement
District No. 286 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 Rachel M. Bessey, Chairman of Sanitary and Improvement District No. 286 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of such district.

WITNESS my hand and notarial seal this 5 day of ~~November~~, 2020

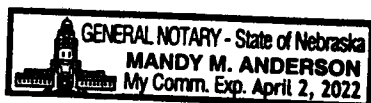


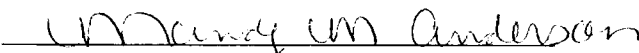

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came John H. Fullenkamp, attorney for Sanitary and Improvement District No. 286 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.

WITNESS my hand and notarial seal this 5 day of ~~November~~, 2020




Notary Public

CELEBRITY HOMES, INC., A
NEBRASKA CORPORATION

By [Signature]

Its: Vice President

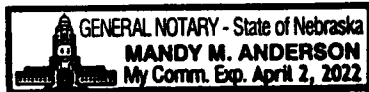
Date: 11/9/20

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came
Loen Johnson of Celebrity Homes, 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 company.

WITNESS my hand and notarial seal this 9th day of November, 2020

[Signature]
Notary Public



**SUBDIVISION AGREEMENT AMENDMENT
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTION	1	Area of Application
	2	Definitions
	3	2020 Park Improvements
	4	Obligation for 2020 Park Improvements
	5	Easements to City
	6	Amendments to Agreement
	7	Miscellaneous

EXHIBITS:

D-4	Addendum to Source and Use of Funds
I	2020 Park Improvements

Exhibit D-4, Page 1 of 2

ADDENDUM TO SOURCE AND USE OF FUNDS
SID NO. 286 - STOCKMAN'S HOLLOW
FOR FOURTH AMENDMENT TO SUBDIVISION AGREEMENT

As of August 1, 2020

<u>VALUATION</u>	<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2020	\$107,822,102.00	3.22%

CASH AND INVESTMENTS AS OF 7/31/20

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$231,728.35	\$416,450.84
INVESTMENTS	<u>0.00</u>	<u>0.00</u>
TOTAL CASH AND INVESTMENTS	\$231,728.35	\$416,450.84

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

<u>BONDS OUTSTANDING</u>	<u>DATE OF ISSUE</u>	<u>ISSUE AMOUNT</u>	<u>BALANCE</u>	<u>REMAINING AVERAGE ANNUAL DEBT SERVICE</u>
	10/15/2017	\$1,890,000.00	\$1,890,000.00	\$151,262
	5/19/2020	<u>\$2,000,000.00</u>	<u>\$2,000,000.00</u>	<u>\$128,698</u>
		\$3,890,000.00	\$3,890,000.00	\$279,960

WARRANTS OUTSTANDING - NO WARRANTS OUTSTANDING

LEVY (FISCAL YEAR 2020-2021)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.2500	\$264,164.15
GENERAL FUND	<u>\$0.2400</u>	<u>\$253,597.58</u>
TOTAL LEVY	\$0.4900	

APPROVED COST OF PARK IMPROVEMENTS \$99,903.00

PROPOSED PARK RESURFACING \$75,000 as General Obligation Expense

DEBT TO VALUE AS OF 9/8/2020 - 3.22%

DEBT TO VALUE WITH PARK IMPROVEMENTS - 3.31%



Exhibit D-4, Page 2 of 2

E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

PROJECT: SID 286 - Sarpy County, NE Stockmans Hollow 2019 Park Improvements

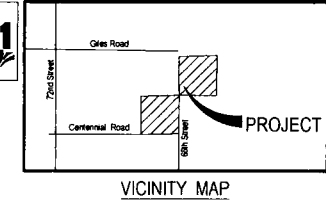
JOB # 2006.217.014

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	THICKENED EDGE AT PLAYGROUND SIDEWALK	80	LF	\$ 20.00	\$ 1,600.00
2	INCLUSIVE SWING SEAT	1	EA	\$ 1,250.00	\$ 1,250.00
3	SAND DIGGER	1	EA	\$ 1,000.00	\$ 1,000.00
4	TEN SPIN (SPINNER)	1	EA	\$ 5,000.00	\$ 5,000.00
5	PARK SIGN	1	EA	\$ 3,500.00	\$ 3,500.00
6	INSTALL NEW DRAIN PIPE & CONNECT TO EXISTING DRAIN PIPE	1	LS	\$ 3,000.00	\$ 3,000.00
7	RUBBER SURFACING OVER EXISTING CONCRETE BASE	395	SF	\$ 18.00	\$ 7,110.00
8	RUBBER SURFACING AND CONCRETE BASE	2,280	SF	\$ 22.00	\$ 50,160.00
9	REMOVE AND DISPOSE EXISTING SPRING RIDER	1	LS	\$ 400.00	\$ 400.00
10	REMOVE AND DISPOSE EXISTING SAND DIGGER	1	LS	\$ 400.00	\$ 400.00
11	REMOVE AND DISPOSE EXISTING TOT SWING SEAT	1	LS	\$ 200.00	\$ 200.00
12	REMOVE AND DISPOSE EXISTING SAND SURFACING	121	TN	\$ 20.00	\$ 2,420.00
13	REMOVE AND DISPOSE EXISTING RUBBER SURFACING	395	SF	\$ 5.50	\$ 2,172.50
14	REMOVE AND DISPOSE EXISTING RUBBER SURFACING AND CONCRETE BASE	420	SF	\$ 12.00	\$ 5,040.00
15	REMOVE AND DISPOSE EXISTING DRAIN PIPE	1	LS	\$ 350.00	\$ 350.00
16	SEED AND MAT ALL DISTURBED AREAS	1	LS	\$ 2,500.00	\$ 2,500.00
TOTAL ESTIMATED CONST. COST:					\$ 83,252.50
ADMIN COST:					\$ 16,650.50
TOTAL ESTIMATED PROJECT COST:					\$ 99,903.00

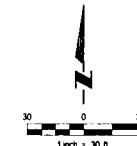
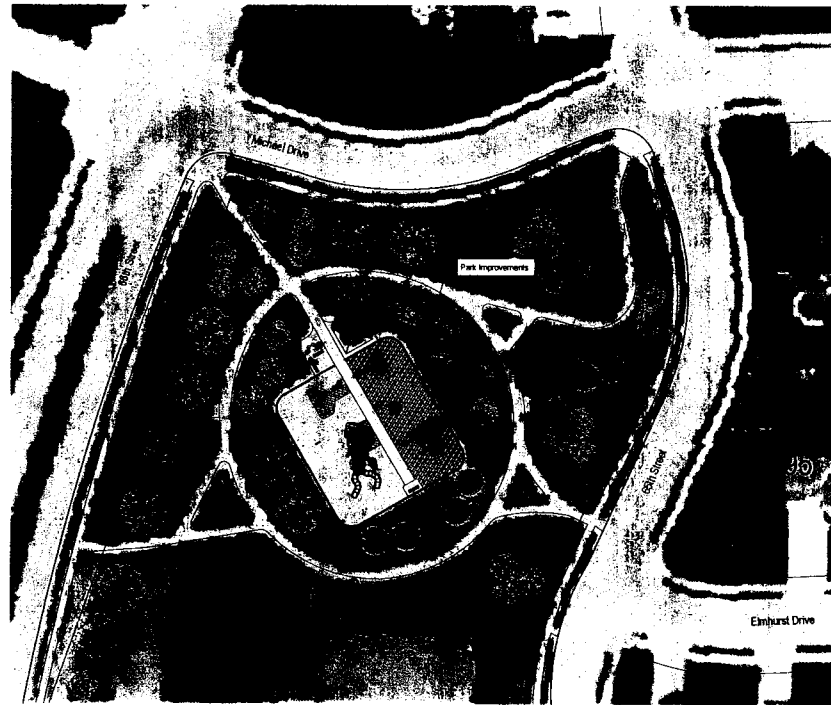
Improvement Plans for
STOCKMANS HOLLOW

2019 PARK IMPROVEMENTS

S.I.D. NO. 286
Sarpy County, Nebraska



APPROXIMATE QUANTITIES		
ITEM	DESCRIPTION	QUANTITY
1	THICKENED EDGE AT PLAYGROUND SIDEWALK	80 LF
2	INCLUSIVE SWING SEAT	1 EA
3	SAND DIGGER	1 EA
4	TEN SPIN (SPINNER)	1 EA
5	PARK SIGN	1 EA
6	INSTALL NEW DRAIN PIPE & CONNECT TO EXISTING DRAIN PIPE	1 LS
7	RUBBER SURFACING OVER EXISTING CONCRETE BASE	395 SF
8	RUBBER SURFACING AND CONCRETE BASE	2,280 SF
9	REMOVE AND DISPOSE EXISTING SPRING RIDER	1 LS
10	REMOVE AND DISPOSE EXISTING SAND DIGGER	1 LS
11	REMOVE AND DISPOSE EXISTING TOT SWING SEAT	1 LS
12	REMOVE AND DISPOSE EXISTING SAND SURFACING	121 TN
13	REMOVE AND DISPOSE EXISTING RUBBER SURFACING	395 SF
14	REMOVE AND DISPOSE EXISTING RUBBER SURFACING AND CONCRETE BASE	420 SF
15	REMOVE AND DISPOSE EXISTING DRAIN PIPE	1 LS
16	SEED AND MAT DISTURBED AREAS	1 LS



INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	COVER SHEET
2	SITE AND REMOVALS PLAN
3	DIMENSION AND AMENITY PLAN
4	CONSTRUCTION DETAILS
5	CONSTRUCTION DETAILS



GENERAL NOTES

- All work shall be performed in accordance with the City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto. The City of Omaha Parks Department standards and the Special Provisions for this project shall apply, and the Contractor shall perform in accordance therewith.
- The Contractor shall be responsible to construct a completed park as shown on these plans to include the approximate quantities. All park equipment shall be assembled according to the manufacturer's approximate quantities recommendations.
- It is the intent of these plans to permit the Contractor to supply any of the materials or equipment specified or offer an equivalent. The Engineer shall determine whether the material or equipment offered is equivalent to that specified. Whenever any particular material or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purposes of facilitating its description and shall be deemed to be followed by the word "or equal". The Contractor may offer any material or equipment which he considers to be equivalent to that indicated.
- All colors shall be specified by the Engineer.
- 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.
- 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.

GRAADING NOTES

- Topographic survey is by E&A Consulting Group, Omaha, NE (402) 895-4700. Contour interval is 2 foot.
- The Contractor shall take care to locate and protect existing utilities from damage caused by construction activities. Any damage which occurs to existing utilities is the responsibility of the Contractor and shall be repaired at the Contractor's expense.
- All dimensions and elevations marked with an asterisk (*) shall be field verified prior to construction. Notify the Engineer of any conflicts with the drawings prior to construction.
- Grading shall be accomplished in accordance with Section 200 "Grading and Site Preparation" of the Omaha Standard Specifications.
- Proposed contours and spot elevations are controls only and site shall be graded to a tolerance of ± 1 foot. All grading shall be smooth and continuous. All surfaces shall have positive drainage.
- Provide positive drainage at all times within the construction area and do not allow water to pond in excavation areas or near to structures. Maintain all existing drainage patterns except as modified by the plans.
- Take the necessary measures to prevent soil erosion during the construction process. This shall include the erection and maintenance of silt fencing at location indicated on the plans or required in the field to prevent soil loss or sediment pollution. Maintain silt fence and remove sediment as required. Remove silt fence only after establishment of new turf crop.
- Clear and grub all vegetation for areas to be graded. Separate organic material from associated topsoil and legally dispose of organic material off site.
- Maximum longitudinal sidewalk grade shall be 5% (20:1) unless indicated otherwise on the drawings. Notify the Engineer of any inability to achieve this maximum slope. Maximum cross slope shall be 2%. Where longitudinal slopes exceeds 3% maximum, cross slope shall be 1%.

SEEDING NOTES

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

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

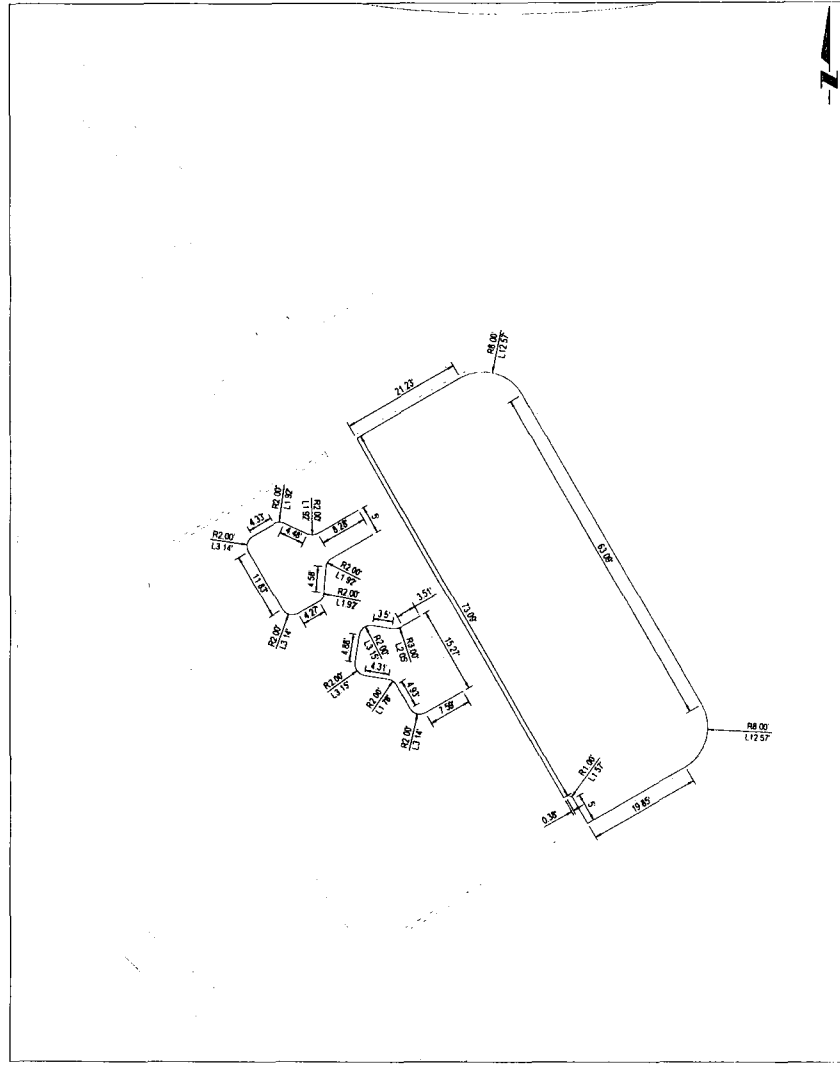


STOCKMANS HOLLOW
2019 PARK IMPROVEMENTS
SARPY COUNTY, NEBRASKA

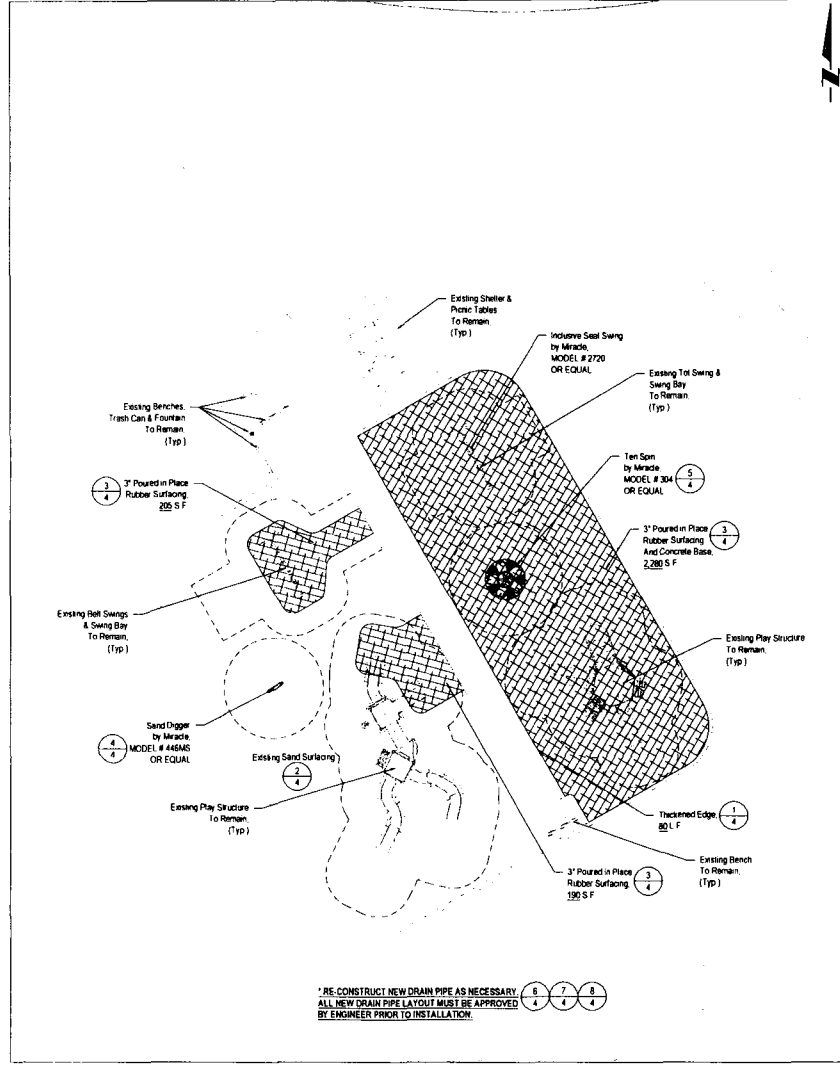
Exhibit I, Page 1 of 5
COVER SHEET

Rev.	By	Date	Description
1	AS	10/1/2019	Initial Issue

Revision	Description	Date
1	As Shown	07/02/2019
2	As Shown	07/02/2019
3	As Shown	07/02/2019
4	As Shown	07/02/2019
5	As Shown	07/02/2019

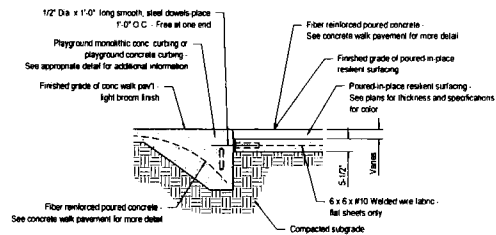


DIMENSION PLAN
 SCALE: 1" = 10'

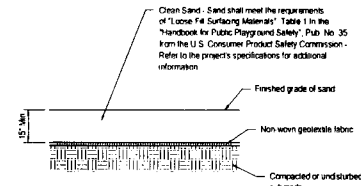


* RE-CONSTRUCT NEW DRAIN PIPE AS NECESSARY.
 ALL NEW DRAIN PIPE LAYOUT MUST BE APPROVED
 BY ENGINEER PRIOR TO INSTALLATION.

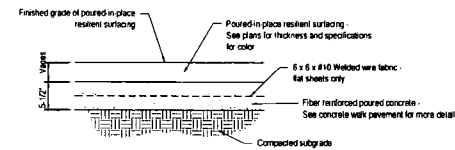
AMENITY PLAN
 SCALE: 1" = 10'



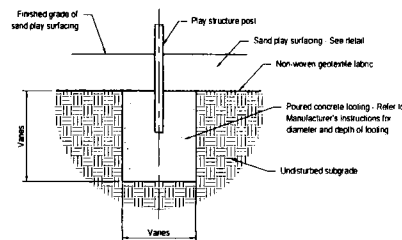
1
RESILIENT SURFACING - CONC. PAVT EDGE
NOT TO SCALE



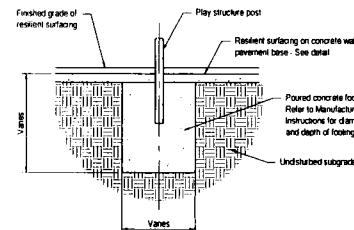
2
SAND PLAY SURFACING
NOT TO SCALE



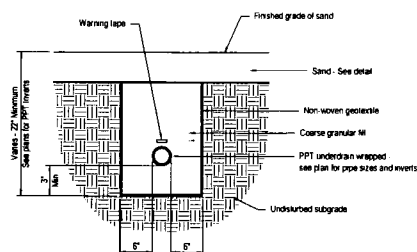
3
RESILIENT SURFACE W/ CONC. BASE
NOT TO SCALE



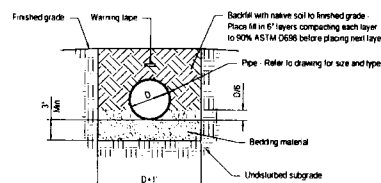
4
PLAY EQUIPMENT FOOTINGS UNDER
SAND PLAY SURFACING - TYPICAL
NOT TO SCALE



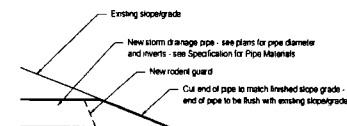
5
PLAY EQUIPMENT FOOTINGS UNDER
RESILIENT SURFACING - TYPICAL
NOT TO SCALE



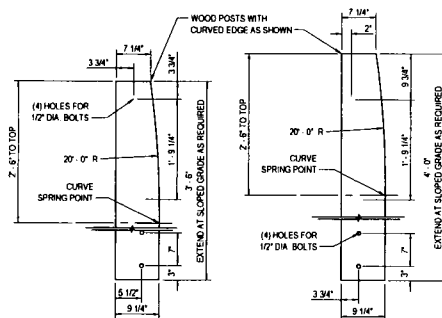
6
PPT UNDERDRAIN - UNDER PLAYGROUND
NOT TO SCALE



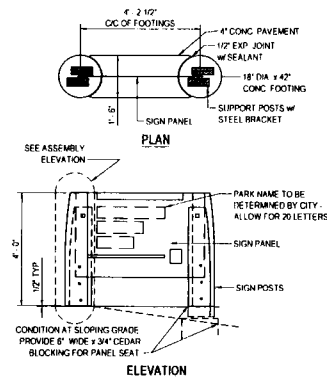
7
STORM DRAINAGE SOLID WALL PIPE BEDDING
NOT TO SCALE



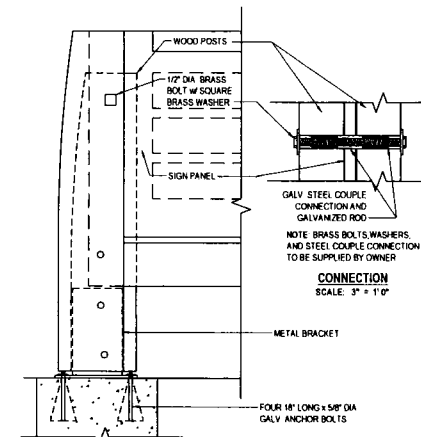
8
NEW STORM DRAINAGE PIPE END
NOT TO SCALE



1
5 NEIGHBORHOOD PARK SIGN POSTS
SCALE: 1" = 1'-0"



2
5 NEIGHBORHOOD PARK & COMMUNITY CENTER SIGN
SCALE: 1/2" = 1'-0"



3
5 PARK SIGN ASSEMBLY ELEVATION
SCALE: 1 1/2" = 1'-0"