RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN FIRST AMENDMENT TO SUBDIVISION AGREEMENT BETWEEN SARPY COUNTY, JMF, LLC AND SANITARY AND IMPROVEMENT DISTRICT 278 FOR TIBURON RIDGE – PHASE 3

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County Board has the authority to adopt Subdivision Regulations, which shall have the force and effect of law, by virtue of Neb. Rev. Stat. §23-374; and,

WHEREAS, the County of Sarpy, JMF, LLC, and Sanitary and Improvement District 278 have previously entered into a Subdivision Agreement which governs the development of the third phase of the Tiburon Ridge development, specifically, Tiburon Ridge, Lots 115-147 inclusive and Outlots E and F via Resolution 2017-72, said agreement in compliance with the Zoning Regulations of Sarpy County, Nebraska; and,

WHEREAS, the parties now desire to amend said Subdivision Agreement to provide for the conveyance of Outlot F to Sanitary Improvement District 278 for purposes of park improvements, said improvements being subject to approval by the County.

NOW THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the First Amendment to Subdivision Agreement Between Sarpy County, JMF, LLC, and Sanitary Improvement District 278 for Tiburon Ridge – Phase 3, a copy of which is attached hereto, is hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 31st day of July, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
FIRST AMENDMENT TO
SUBDIVISION AGREEMENT
TIBURON RIDGE – PHASE 3

THIS FIRST AMENDMENT to Subdivision Agreement Tiburon Ridge – Phase 3 (“Amendment”) is made this 31st day of July, 2018 (“Effective Date”) by and among JMF, LLC, a Nebraska limited liability company (hereinafter “Developer”), Sanitary and Improvement District No. 278 of Sarpy County, Nebraska (hereinafter “District”), and County of Sarpy, State of Nebraska (hereinafter “County”) (collectively, Development, District, and County are hereinafter sometimes referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a certain Subdivision Agreement dated February 28, 2017 (“Subdivision Agreement”) setting forth certain conditions with respect to the development of the property owned by Developer to be known as Tiburon Ridge – Phase 3; and

WHEREAS, the Parties desire to amend the Subdivision Agreement to provide for the conveyance of Outlot F, Tiburon Ridge, Sarpy County, Nebraska (“Outlot F”) to the District and construction of park improvements on Outlot F.

NOW, THEREFORE, the following is agreed among the parties hereto.

1. Section VII.K. of the Subdivision Agreement is hereby deleted and the following placed in its stead:

   K. Outlot E, Tiburon Ridge, may be used as residential lots in the future, subject to approval of a plat by the County, which approval shall not be unreasonably withheld or delayed.

2. The following language shall be added to Section VII of the Subdivision Agreement:

   L. Outlot F, Tiburon Ridge, may be used as a public park in the future, subject to approval of the park improvement plans by the County. Outlot F, Tiburon Ridge, shall be conveyed by Developer to the District prior to constructing park improvements thereon. The District shall pay Developer the sum of $14,898.60 for Outlot F, Tiburon Ridge, which amount shall be a general obligation of the District. Prior to constructing the park improvements, the District shall submit the plans to the County for approval. Developer shall construct the park improvements on Outlot F in accordance with the plans approved by the County. Upon completion of construction of the park improvements, the District shall reimburse Developer for the costs incurred for construction of
the park improvements. The reimbursement to the Developer for the park improvements shall be a general obligation of the District.

3. Except as otherwise provided herein, all other terms and conditions of the Subdivision Agreement shall be deemed incorporated herein and shall be made part of this First Amendment and shall continue in full force and effective.

[SIGNATURE PAGES FOLLOW]
SARPY COUNTY, NEBRASKA, a political subdivision

Chairperson, Board of Commissioners 7/31/18

Approved as to form:

Sarpy County Attorney
SANITARY AND IMPROVEMENT DISTRICT
NO. 278 OF SARPY COUNTY, NEBRASKA

[Signature]
Paul S. McCune, Chairperson of Board of Trustees

Attest:

[Signature]
Michelle Zimmerman, Clerk
Developer:
JMF, LLC, a Nebraska limited liability company

By
Paul S. McCune, Manager