RESOLUTION AUTHORIZING CHAIR TO SIGN THE DEVELOPMENT AGREEMENT BETWEEN SARPY COUNTY AND KIM AND MARY ANN CAFFERTY

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, 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, pursuant to Neb. Rev. Stat. § 23-114 a County Board of Commissioners shall have the authority to adopt a Zoning Regulation, which shall have the force and effect of law; and,

WHEREAS, the owners Kim and Mary Ann Cafferty plan to develop the property southeast of 237th Street and Lincoln Road in Sarpy County; and,

WHEREAS, the County of Sarpy and Owners desire to enter into a Development Agreement, a copy of which is attached hereto which governs the development of Meadowlark Ridge Replat 1; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Development Agreement between the County of Sarpy and Owners is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Development Agreement is attached hereto.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of December, 2016.

Sarpy County Board Chairman

County Clerk

Attest
DEVELOPMENT AGREEMENT

This Agreement made by and between Kim Cafferty and Mary Ann Cafferty, hereinafter referred to as “Owners”, and Sarpy County, hereinafter referred to as “County”. Owners and County are referred to collectively hereinafter as “the Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, Owners are the record owners of all that real property located within County’s zoning and platting jurisdiction shown on the Final Plat attached hereto as Exhibit “A”, a subdivision known as Meadowlark Ridge Replat 1, which consists of Lots 1, 2, and 3, hereinafter referred to as the “Property”.

WHEREAS, Owners have requested that County approve a specific platting of the Property; and,

WHEREAS, Owners and County wish to come to a mutual agreement regarding the Property.

NOW, THEREFORE, for and in consideration of the foregoing recital and the mutual covenants of the Parties hereinafter expressed, the Parties hereby acknowledge, covenant, and agree as follows:

1. Owners shall notify prospective buyers and or lessees of the existence of this Agreement.

2. The lots within the Property meet the minimum lot size requirement of Nebraska State Title 124 for a private well and septic system.

3. Any improvements on the Property must be built in compliance with the Sarpy County Zoning Regulations and Sarpy County Building Code.

4. The Property shall utilize the existing access to 237th Street. Any additional access to 237th Street shall be subject to the approval of the Sarpy County Engineer.

5. It is in the best interest and mutually advantageous to the Parties to improve, at a future date, that portion of 237th Street adjacent to the Property. Such improvements may include, without limitation, design, plans, specifications, acquisition of additional right of way and easements, a change of grade, P.C. concrete pavement, relocations of utilities, installation of drainage facilities, and other related improvements to include a two or three lane hard surfaced roadway, hereinafter collectively referred to as “Improvements”.

   a. The timing of the construction of any Improvements to 237th Street shall be at the County’s discretion, dependent upon road safety, traffic warrants, project priority, and funding.

   b. Payment for the Actual Total Costs of the Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement.

      i. Owners shall not be obligated to pay for, or financially contribute to Improvement costs unless and until Owners, or their successors or assigns, further subdivide the Property.
ii. Upon any future or additional division of the Property, Owners shall be required to pay for any Improvements pursuant to the following terms:

1. Actual Total Costs of the Improvements shall be the complete and final cost of construction of the Improvements and shall include design, engineering, any environmental studies or documentation, testing expenses, construction administration, and related fees and expenses. The Actual Total Costs of the Improvements shall not include any costs for attorney’s fees, publication costs, accounting, financing or acquisition of financing incurred by any Party. The Actual Total Costs of the Improvements shall be split between the Parties as follows:

2. Owners shall pay, as their pro-rata share, 1/3 of the Actual Total Cost of the Improvements. County shall pay, as their pro-rata share, 1/3 of the Actual Total Cost of the Improvements. County shall initially pay for the remaining 1/3 pro-rata share of the Improvements and seek reimbursement for the remaining 1/3 pro-rata share from other landowners in the area. Any reimbursement shall be solely payable to County. Once the Improvements have been completed and the Actual Total Cost of the Improvements is known, the County will bill the Owners for its respective share of the Actual Total Cost of the Improvements. The Owners shall pay within thirty (30) days after receipt of such statement.

6. This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party’s obligation to perform pursuant to this Agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

7. The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

8. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

9. This Agreement may be recorded at the option of either Party.

[Remainder of page left intentionally blank.]
IN WITNESS WHEREOF, we the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and seals this on the dates indicated below.

OWNERS:

Kim Cafferty, Owner

State of Nebraska ) ) ss. 
Sarpy County )

The foregoing instrument was acknowledged before me, a Notary Public, this 15 day of Dec, 2016, Kim Cafferty, Owner who acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

Mary Ann Cafferty, Owner

State of Nebraska ) ) ss. 
Sarpy County )

The foregoing instrument was acknowledged before me, a Notary Public, this 15 day of Dec, 2016, Mary Ann Cafferty, Owner who acknowledged the execution thereof to be their voluntary act and deed.

Notary Public
SARPY COUNTY:

Sarpy County Board Chairman

Attest:

County Clerk

Approved as to Form:

Sarpy County Attorney
MEADOWLARK RIDGE REPLAT 1
Located in the 8 T/P of the 36 R/W of Section 27-13-10-10, Sarpy County, Nebraska.

Lotting a Replot of Lots 1 and 2, Meadowlark Ridge.

DESCRIPTION OF LAND

Beginning at the southwest corner of Lot 1, Meadowlark Ridge; thence N 89°56'40" E 790.00' to Northeast corner of said Lot 2; thence E 90°00'00" along the north line of Lots 1 and 2, Meadowlark Ridge; a distance of 1315.68 to Northwest corner of said Lot 1; thence S 0°03'59" W along the east line of Lots 1 and 2, Meadowlark Ridge, a distance of 1318.49 to a point on the Centerline of 237th Street, said point being the southwest corner of said Lot 1; thence S 0°14'11" W along the southeast line of Lot 1, Meadowlark Ridge, a distance of 257.797.72; thence S 89°56'40" E, along the north line of Lots 1 and 2, Meadowlark Ridge, a distance of 1314.77 feet to a point on the Centerline of 237th Street, said point being the northeast corner of said Lot 2, Meadowlark Ridge, a distance of 1315.68 feet to the point of beginning.

More particularly described as follows:

1. Commencing at the southwest corner of Lot 1, Meadowlark Ridge; thence N 89°56'40" E 790.00' to the northeast corner of said Lot 2; thence E 90°00'00" along the north line of Lots 1 and 2, Meadowlark Ridge, a distance of 1315.68 feet to the northwest corner of said Lot 1; thence S 0°14'11" W along the southeast line of Lot 1, Meadowlark Ridge, a distance of 257.797.72; thence S 89°56'40" E along the north line of Lots 1 and 2, Meadowlark Ridge, a distance of 1314.77 feet to the point of beginning.

2. The south line of said Lot 1, Meadowlark Ridge, is hereon defined as those lots forming the outer perimeter of the above described subdivision.

Purpose and Conditions

A sixteen-foot (16) wide easement will be reduced to eight-foot (8) wide strip when the adjacent land is surveyed, a distance of 17' additional right of way on the western side of Lot 1 to the intersection with the road.

A perpetual easement to Omaha Public Power District, Qwest Communications and any company which may be their successors and assigns, to erect, operate, maintain, repair, renew poles, wires, cables, conduits and other appurtenances of a public utility nature on or near the above described land and to enter upon said land to do all work necessary to the performance of the above described purposes.

In witness, we do set our hands:

Mary Ann Cafferty
Kim E. Cafferty

They acknowledge the execution of this deed.

NOTARY PUBLIC

STATE OF NEBRASKA
COUNTY OF SARPY
In the county of Sarpy, on this 20th day of September, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and commissioned for the county of Sarpy, personally came Kimberley Ann Cafferty, and Mary Ann Cafferty, husband and wife, to be personally known to me, the aforesaid Notary Public, and acknowledged the execution of the instrument of writing referred to above.

WITNESS my hand and notarial seal this day and year written above.

Kimberley Ann Cafferty

STATE OF NEBRASKA
COUNTY OF SARPY
In the county of Sarpy, on this 20th day of September, 2016, before me, the undersigned, a Notary Public, duly commissioned, qualified and commissioned for the county of Sarpy, personally came Kimberley Ann Cafferty, and Mary Ann Cafferty, husband and wife, to be personally known to me, the aforesaid Notary Public, and acknowledged the execution of the instrument of writing referred to above.

WITNESS my hand and notarial seal this day and year written above.

Kimberley Ann Cafferty

APPROVAL OF THE SARPY COUNTY BOARD

This subdivision of Meadowlark Ridge Replat 1 was approved by the Sarpy County Board.

Chairman

APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION

This subdivision of Meadowlark Ridge Replat 1 was approved by the Sarpy County Planning Commission.

Chairman, Sarpy County Planning Commission

APPROVAL OF THE SARPY COUNTY PLANNING DIRECTOR

This subdivision of Meadowlark Ridge Replat 1 was approved by the Sarpy County Planning Director.

Sarpy County Planning Director

COUNTY TREASURER'S CERTIFICATION

This is to certify that I have received the plans that were submitted with the property and that the subdivision is in accordance with the requirements of the Sarpy County Planning Commission.

Sarpy County Treasurer

REVIEW BY SARPY COUNTY PUBLIC WORKS

This plat of Meadowlark Ridge Replat 1, Lots 1 through 5, inclusive, was reviewed by the Sarpy County Surveyor's Office this day of 2016.

County Surveyor/Engineer