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COUNTY CLERK/REGISTER OF DEEDS

By: ah



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**SECOND AMENDMENT
TO
370 NORTH
SUBDIVISION AGREEMENT**

This Second Amendment to the 370 North Subdivision Agreement (hereinafter "Second Amendment"), which is made this 17th day of March, 2020 ("Effective Date") by and between **370 NORTH, LLC**, a Nebraska limited liability company and **DOWD GRAIN COMPANY, INC.**, a Nebraska corporation (hereinafter collectively referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 307 OF SARPY COUNTY, NEBRASKA** (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPIILLION, NEBRASKA**, a municipal corporation (hereinafter referred to as "CITY"), amends and modifies the 370 North Subdivision Agreement approved by the Papillion City Council via Resolution No. R17-0044 on March 21, 2017 and the First Amendment to the 370 North Subdivision Agreement approved by the Papillion City Council via Resolution No. R19-0085 on May 21, 2019.

RECITALS

DEVELOPER, DISTRICT, and CITY entered into a subdivision agreement (the "Original Subdivision Agreement"), dated March 21, 2018, with respect to Lots 1 through 17, inclusive, and Outlots A through E of the development to be known as 370 North ("370 North"); and

DEVELOPER, DISTRICT, and CITY entered into the First Amendment to the Original Subdivision Agreement, dated May 21, 2019, to incorporate the Public Improvements for a specific replatting of Lot 15, 370 North into Lots 1 through 7, inclusive, 370 North Replat Two; and

DEVELOPER has requested an amendment to the 370 North Mixed Use Development Agreement approved by the Papillion City Council via Resolution No. 17-0043 on March 21, 2017 (the "Original Mixed Use Development Agreement") to allow for the display of signage on certain outlots within the Development Area; and

DEVELOPER, DISTRICT, and CITY wish to acknowledge that DEVELOPER or the 370 North Property Owners Association (as defined in the Original Subdivision Agreement) or any entity

other than DISTRICT or CITY shall take ownership of the outlots prior to annexation of the Development Area.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

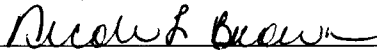
1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Agreement as modified or amended by this Second Amendment.
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Agreement.
3. Area of Application. This Second Amendment applies to: (1) Lots 1 through 7, inclusive, Lots 10 through 14, inclusive, Lots 16 and 17, and Outlots A, B, and E, 370 North; (2) Lots 1 and 2, 370 North Replat One; (3) Lots 1 through 7, 370 North Replat Two and (4) Outlots A and B, 370 North Replat Three.
4. Amendments. The Agreement terms are hereby amended as follows:
 - A. Section 11(A) is hereby rescinded in its entirety and replaced to read as follows:

Maintenance of Outlots. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s), transferring ownership of said outlot(s) to DISTRICT for maintenance until annexation, or transferring ownership of said outlot(s) to any entity other than CITY, which entity shall maintain the outlots. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.
 - B. Section 12(C) is hereby rescinded in its entirety and replaced to read as follows:


Ownership of Outlots. DEVELOPER and DISTRICT agree that ownership of: (1) Outlots A, B, E, 370 North, (2) Outlots A and B, 370 North Replat Three, (3) any future outlots, and (4) all easements rights owned by DEVELOPER or DISTRICT within the Development Area shall be transferred to the 370 North Property Owners Association or any entity other than CITY and DISTRICT, pursuant to the notification requirements of Section 11(B) prior to annexation by CITY.
5. No Other Amendment. Except as specifically modified or amended by this Second Amendment, the Agreement shall remain in full force and effect.
6. Binding Effect. This Second Amendment shall be binding upon the Parties hereto, their respective successors, and assigns in the same manner and to the same extent as the Agreement.

ATTEST:

THE CITY OF PAPIILLION, NEBRASKA



Nicole L. Brown, City Clerk



David P. Black, Mayor

SEAL:



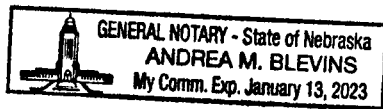
SANITARY AND IMPROVEMENT DISTRICT
NO. 307 OF SARPY COUNTY, NEBRASKA

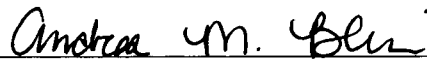
By 
Duane Dowd, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Chairman of Sanitary and Improvement District No. 307 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 on behalf of such District.

Witness my hand and Notarial Seal this 20th day of February, 2020.




Notary Public

DEVELOPER:

370 North, LLC,
a Nebraska limited liability company

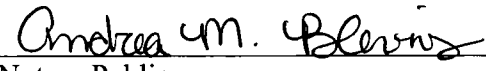
By 
Duane Dowd, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, Manager of 370 NORTH, LLC a Nebraska limited liability company, 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.

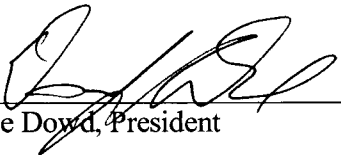
Witness my hand and Notarial Seal this 20th day of February, 2020.




Notary Public

DEVELOPER:

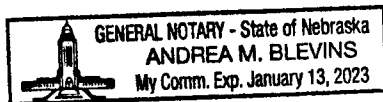
Dowd Grain Company, Inc.,
a Nebraska corporation

By 
Duane Dowd, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Duane Dowd, President of Dowd Grain Company, 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 corporation.

Witness my hand and Notarial Seal this 20th day of February, 2020.



Andrea M. Blevins
Notary Public

**SUBDIVISION AGREEMENT AMENDMENT
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