

**CITY OF PAPHILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
Approval of the First Amendment to the Willa Subdivision Agreement.	Resolution #R23-0016	Travis Gibbons, CFM Planning Director

SYNOPSIS

This is a request for approval of the First Amendment to the Willa Subdivision Agreement. The Subdivision Agreement is between USRE WILLA, LLC (Developer), Royal Land, Inc. (owner of Lot 2), and the City of Papillion. Royal Land, Inc. wishes to sell Lot 2 and assign its responsibilities to Willa-Amazon, LLC. The First Amendment effectuates the assignment.

FISCAL IMPACT

All public improvements will be privately financed by the Developer.

RECOMMENDATION

Approvals.

BACKGROUND

In August 2020, City Council approved the Willa Final Plat, Change of Zone, Subdivision Agreement, Planned Unit Development Agreement (for Lot 1), and Noise Waiver (for Lot 1).

ATTACHMENTS:

RES. #R23-0016

First Amendment Willa Subdivision Agreement

RESOLUTION NO. R23-0016

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the First Amendment to the Willa Subdivision Agreement is hereby approved.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

CITY OF PAPIILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole Brown, City Clerk

(SEAL)

(Space above line for recording information)

**FIRSTAMENDMENT
TO
WILLA
SUBDIVISION AGREEMENT**

This First Amendment to the Willa Subdivision Agreement (hereinafter “First Amendment”), which is made this _____ day of _____, 202_, by and between **USRE WILLA, LLC**, a Delaware limited liability company (hereinafter referred to as “DEVELOPER”), **ROYAL LAND, INC.**, a Nebraska non-profit corporation (“ROYAL”), **WILLA-AMAZON, LLC**, a Nebraska limited liability company (hereinafter referred to as “WILLA-AMAZON”), and the **CITY OF PAPIILLION, NEBRASKA**, a municipal corporation (hereinafter referred to as “CITY”) (collectively the “Parties”), amends and modifies the original subdivision agreement approved by the Papillion City Council via Resolution No. 20-0142 on August 18, 2020 and filed and recorded with the Sarpy County Register of Deeds as Instrument No. 2020-30215 (hereinafter referred to as the “Original Subdivision Agreement”).

RECITALS

DEVELOPER, ROYAL, and CITY entered into the Original Subdivision Agreement, with respect to Lots 1 and 2, Willa; and

Section 7(E) of the Original Subdivision Agreement authorized ROYAL to assign said agreement to any successor in title, affiliate, or subsidiary or parent of ROYAL; provided that, DEVELOPER, ROYAL, and CITY must enter into an amendment to the Original Subdivision Agreement if ROYAL’s assignee is an unaffiliated third party, and

ROYAL wishes to assign its rights and responsibilities to WILLA-AMAZON, as the record owner of Lot 2, Willa, and has complied with the requirement for Assignment as defined in Section 7(E) of the Original Subdivision Agreement; and

CITY, DEVELOPER, and WILLA-AMAZON wish to accept ROYAL’s assignment rights of and responsibilities to WILLA-AMAZON.

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 Original Subdivision Agreement as modified and amended by this First Amendment (collectively, the “Agreement”).
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Original Subdivision Agreement.
3. Area of Application. This First Amendment applies to Lots 1 and 2, Willa.
4. Assignment. Upon the Effective Date of this First Amendment, ROYAL, as Assignor, hereby assigns and sets over to WILLA-AMAZON, as Assignee collectively, all of the Assignor’s rights and obligations under the Original Agreement and this First Amendment, and by executing this First Amendment, Assignee accepts such assignment and the obligations thereof. By executing this First Amendment, CITY consents to the assignment. The Parties acknowledge and agree that WILLA-AMAZON is a Permitted Assignee of ROYAL, and therefore, pursuant to Section 7(e) of the Original Subdivision Agreement, ROYAL is released of all obligations and liabilities under the Original Subdivision Agreement arising subsequent to the date of this First Amendment.
5. No Other Amendment. Except as specifically modified and amended by this First Amendment, the Original Subdivision Agreement shall remain in full force and effect.
6. Binding Effect. This First Amendment to the Agreement shall be binding upon the Parties, their respective successors, and assigns.

(Signatures on following pages.)

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown, City Clerk

By _____
David P. Black, Mayor

CITY SEAL

**SUBDIVISION AGREEMENT AMENDMENT
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