

RESOLUTION NO. 2026-033

A RESOLUTION APPROVING THE THIRD AMENDMENT TO SUBDIVIDER'S AGREEMENT FOR ANDERSEN ADDITION – PART THREE

Whereas, MMS Consultants, on behalf of Hightower Development, Inc., has filed with the City of Tiffin a preliminary plat for Andersen Addition – part three, a subdivision to the City of Tiffin, Iowa; and,

Whereas, the subdivision required a third amended subdivider's agreement with the attached changes; and,

Whereas, the amended Subdivider's Agreement will include any and all particulars to the proposed preliminary plat for Andersen Addition,

Now, therefore be it resolved by the City Council of the City of Tiffin, Iowa, that the Attorneys representing Hightower Development/Andersen Addition and the City of Tiffin have reviewed and have taken under consideration all requested revisions. The City Council now having further reviewed the amended Subdivider's Agreement and do now approve the Agreement as printed and authorize the Mayor and City Clerk to enter into an agreement with Hightower Development/Andersen Addition – Part Three, to fully execute the document.

On the 5th day of May, 2026, at a regular meeting of the Tiffin City Council, Tiffin, Iowa, Councilperson _____ introduced **RESOLUTION NO. 2026-033, A RESOLUTION APPROVING THE THIRD AMENDMENT TO SUBDIVIDER'S AGREEMENT FOR ANDERSEN ADDITION – PART THREE** and made a motion for approval. Motion seconded by Councilperson _____.

Ayes:

Nays:

Whereupon _____ Council members were present and voted approval and Mayor Kasperek declared that **RESOLUTION NO. 2026-033, A RESOLUTION APPROVING THE THIRD AMENDMENT TO SUBDIVIDER'S AGREEMENT FOR ANDERSEN ADDITION – PART THREE** to be adopted and signified his approval of the same by affixing his signature thereto.

Passed by the City Council on the 5th day of May, 2026.

City of Tiffin

Tim Kasperek, Mayor

ATTEST: _____
Abigail Hora, City Clerk

Prepared by and after recording return to:

Matthew J. Hektoen 115 Third Street SE, Suite 1200 (319) 366-7641
Simmons Perrine Moyer Bergman PLLC Cedar Rapids, Iowa facsimile (319) 366-1917

THIRD AMENDMENT
TO
ANDERSEN ADDITION SUBDIVIDER'S AGREEMENT

THIS SECOND AMENDMENT TO SUBDIVIDER'S AGREEMENT (this "*Amendment*"), is made and entered into by and between the City of Tiffin, Iowa, a municipal corporation (the "*City*") and Hightower Development, Inc., an Iowa corporation ("*Subdivider*").

RECITALS

- A. WHEREAS, the City and the Subdivider are parties to that certain Andersen Addition Subdivider's Agreement filed July 19, 2019 in Book 5931 Page 904 in the records of the Johnson County, Iowa Recorder.
- B. WHEREAS, the City and the Subdivider executed a First Amendment to Subdivider's Agreement which was filed on January 24, 2022 in Book 6337, Page 209 in the records of the Johnson County, Iowa Recorder.
- C. WHEREAS, the City and the Subdivider executed a Second Amendment to Subdivider's Agreement which was filed on October 7, 2022 in Book 6432, Page 207 in the records of the Johnson County, Iowa Recorder
- D. WHEREAS, the City and the Subdivider desire to further amend the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Amendments to Section 3 of the Subdivider’s Agreement, as amended**

- a. Section 3(C)(4) is of the Agreement is hereby amended to add: The Developer shall construct the sidewalk on Croell Avenue abutting Outlot A Andersen Addition – Part Three, and the sidewalks on Whitetail Lane abutting Outlot B and Outlot C Andersen Addition – Part Three, all prior to final plat approval.
- b. Section 3(C)(5) is of the Agreement is hereby amended to (i) strike the words “and Lot 58” and (ii) replace “Outlot D” with “Outlot A of Andersen Addition – Part Three.”
- c. Section 3(C)(9) is of the Agreement is hereby amended to replace “Outlot D” with “Outlot A of Andersen Addition – Part Three.”
- d. A new Section 3(C)(10) is added to the Agreement as follows: Outlot B of Andersen Addition – Part Three shall be private open space and subject to any easements granted to the City.

e. The final sentence of Section 3(G) of the Agreement, which currently states: “The cost due from the Subdivider for this upgrade is \$616.67/acre for 55.41 acres for a total of \$34,169.68, which shall be prorated across Lots 2-5, inclusive, Lots 36-57, inclusive, Lots 58 – 68, inclusive, and the prorated amount shall be paid prior to final plat approval for any given Part.”

is hereby amended to state as follows:

“The cost due from the Subdivider for this upgrade is \$616.67/acre for 55.41 acres for a total of \$34,169.68, which shall be prorated across Lots 2-5 (Part Two), inclusive, Lots 36-57 (Part Two), inclusive, Lots 1-70 (Part Three), inclusive, and the prorated amount shall be paid prior to final plat approval for any given Part. The upgrade fee for Part Two has been paid.”

- f. The approved preliminary plat for Andersen Addition – Part Three is attached as Exhibit A.

2. **Additional Requirements for Lots 27-56, inclusive, Andersen Addition Part Three, known as “Lotus Hill North OPD.”**

- a. The Lotus Hill North OPD (“OPD”) shall be developed according to the Site Plan (attached as Exhibit B) and preliminary plat as approved by the City and according to the plans and specifications as approved by the City. All construction plans shall be approved before the commencement of any work in accordance with the Site Plan and preliminary plat. There shall be no variance from the approved preliminary plat, approved Site Plan, or from the construction plans and specifications, unless approved in writing by the City.

- b. All landscaping shall be installed and maintained perpetually by the Developer, in accordance with the landscape plan set forth in the Site Plan. If the Developer, or its assigns fails to maintain the landscaping in accordance with the approved OPD, the City shall have the right, after 30 days' notice, to take any and all necessary actions to bring the Site's landscaping into compliance. The costs of such action shall be assessed to the property and need not meet the requirements of notice, benefit or value as provided by the Code of Iowa for assessments.
 - c. Construction of the public improvements must commence within two (2) years from the date of City approval of OPD Site District, or the approval of the OPD Site District shall be null and void without any action by the City Council.
 - d. All OPD lots shall be detached single family.
 - e. The main level of a building on each OPD lot shall be ADA adaptable.
- 3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
 - 4. No Effect. Except for the terms and conditions of the Subdivider's Agreement amended hereby all remaining terms and conditions remain in full force and effect.
 - 5. PDF and Electronic Signatures. This Amendment may be signed by faxed, emailed or other electronic signatures (e.g. DocuSign) and faxed, emailed or such other electronic signatures hereon shall be deemed originals for all purposes.

[Signature Page Follows]

[Signature Page to Third Amendment to Subdivider's Agreement]

HIGHTOWER DEVELOPMENT, INC.

By: _____
Name: Scott Andersen
Title: President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____ ____, 2026 by Scott Andersen, President of Hightower Development, Inc.

Notary Public - State of Iowa
My Commission Expires: _____

CITY OF TIFFIN, IOWA

ATTEST

By: _____
Tim Kasperek, Mayor

Abigail Hora, City Clerk

STATE OF IOWA)
)ss.
COUNTY OF JOHNSON)

On this ____ day of _____, 2026, before me, a notary public in and for said county, personally appeared Tim Kasperek and Abigail Hora, as Mayor and City Clerk, respectively, of the City of Tiffin, Iowa.

NOTARY PUBLIC IN AND FOR IOWA
My commission expires:
