

RESOLUTION NO. 2015-09

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE TO PENTAD PROPERTIES CORP. PURSUANT TO A PURCHASE AGREEMENT AND REDEVELOPMENT CONTRACT BETWEEN THE COMMUNITY DEVELOPMENT AGENCY OF LEXINGTON, NEBRASKA AND PENTAD PROPERTIES CORP.

WHEREAS, the Mayor and City Council of the City of Lexington, Nebraska, (the “City”) by its Ordinance, created the Community Development Agency of Lexington, Nebraska (the “Agency”) pursuant to Section 18-2101 R.R.S. Neb., being a part of the Nebraska Community Development Law (the “Act”); and

WHEREAS, pursuant to and in furtherance of the Act, the Pentad Properties Corp. Redevelopment Plan (the “Redevelopment Plan”) has been prepared by the Agency in the form attached hereto as **Exhibit A**, for the purpose of eliminating blight and substandard conditions in the City; and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to adopt the Redevelopment Plan and to carry out the transactions completed therein; and

WHEREAS, the Agency, pursuant to the Redevelopment Plan, has acquired the real estate described herein and intends to authorize the conveyance of the same at fair value and subject to certain restrictions; and

WHEREAS, the Agency and Pentad Properties Corp. intend to enter into a Purchase Agreement for the sale of said real estate and execute all necessary documents incidental thereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AGENCY OF LEXINGTON, NEBRASKA:

Section 1. The actions set forth herein are authorized by the Pentad Properties Corp. Redevelopment Plan.

Section 2. Pentad Properties Corp. has offered to purchase said real estate from the Agency pursuant to the Purchase Agreement attached hereto as **Exhibit B** and as contemplated by the Redevelopment Plan attached hereto as **Exhibit A**.

Section 3. The Agency finds that the disposition of the real estate contemplated in the Purchase Agreement is for fair value, as defined in 18-2103(12)(d) R.R.S. Neb.

Section 4. The Chair and Secretary of the Agency are hereby authorized and directed to execute the Purchase Agreement attached hereto and to execute such other documents, including deeds of conveyance as are contemplated by such Purchase Agreement and Redevelopment Plan.

PASSED AND APPROVED this 18th day of May, 2015.

**COMMUNITY DEVELOPMENT AGENCY
LEXINGTON, NEBRASKA**

ATTEST:

By: _____
Secretary

By: _____
Chairman

(S E A L)

Exhibit A

Exhibit B

Real Estate Purchase Agreement

This Real Estate Purchase Agreement is made and entered into this ____ day of May, 2015, by and between the Community Development Agency of Lexington, Nebraska ("Seller"), and Pentad Properties Corp. ("Purchaser").

WHEREAS, Seller is the owner of certain real property legally described on **Exhibit A** attached hereto and a made a part hereof ("Property"); and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property, together with all rights, easements and appurtenances pertaining thereto and all improvements and foliage thereon; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price.** Purchaser agrees to pay Seller the sum of One Hundred Eleven Thousand Two Hundred and No/100 Dollars, (\$111,200.00) in the following manner:

a. The balance of the Purchase Price, less any adjustments for closing costs, shall be paid in certified funds at Closing and concurrent with delivery of Warranty Deed.

2. **Contingent Upon Approval.** The parties agree that this Agreement is subject to approval by the Lexington City Council, and in the event that such approval is not granted, this Agreement shall be void. This Agreement shall further be subject to the terms and conditions of a Redevelopment Agreement entered into between the parties, attached hereto as **Exhibit B**, and made a part hereof.

3. **Deed.** Seller agrees to convey the property by Warranty Deed, free and clear of all encumbrances, except as stated herein, and subject to easements and restrictions of record, and such other restrictions as approved by Purchaser. State Revenue Stamps, if required, shall be attached to the Warranty Deed and the cost thereof shall be borne by Seller.

4. **Zoning.** Any zoning or building permits required shall be obtained by Purchaser at its own expense.

5. **Taxes.** All real property ad valorem taxes, including payments made in lieu of taxes and all general and special assessments (collectively, "Taxes") shall be paid by Seller as of the date of Closing (as hereinafter defined) with the taxes and assessments being based upon the most recently available property assessment.

6. **Title Insurance.** Purchaser shall obtain title insurance and the cost of the Owner's Title Policy and any fees shall be divided equally between Purchaser and Seller. Such title insurance policy commitment shall show good and merchantable title in Seller, free and clear of all liens and encumbrances, subject, however, to easements of record, apparent easements, public highways and all government rules and regulations. If Purchaser objects to any matter disclosed in the title insurance commitment, then Purchaser shall provide written notice thereof to Seller.

If Seller is unable or unwilling to cure such objectionable matters to Purchaser's satisfaction prior to closing, then Purchaser may terminate this Agreement on notice to Seller. The cost of any lender's policy shall be borne by Purchaser.

7. **Insurance.** The Property consists of vacant unimproved ground not now insured, and neither party shall be obligated to provide insurance on the Property pending the conveyance.

8. **Representations and Warranties.** Seller represents that there are no latent defects in the Property of which Seller is aware. Purchaser acknowledges that the Property is being sold in its present condition, "as is." Purchaser has inspected the Property and will be relying upon its own knowledge there, and not upon any representations or warranties by Seller.

9. **Closing and Possession.** Seller shall relinquish full possession unto Purchaser on the date of closing, which the parties estimate to be on or before June 10, 2015. Seller covenants that there is no tenant who has any right to possession of the Property.

10. **Deed of Trust.** Purchaser, at closing, shall execute and deliver to Seller a Deed of Trust, granting to Seller a first lien on the subject property as security for commencement of construction of the project contemplated under the Redevelopment Contract hereunder as **Exhibit B**. Such proposed Deed of Trust attached hereto as **Exhibit C**.

11. **Binding.** This Agreement shall be binding upon the assigns and successors of the parties hereto.

12. **Counterparts.** This Agreement may be signed in one or more counterparts which shall be as binding and effectual as the original.

13. **Assignment.** It is agreed that this contract shall not be assigned by the Purchaser without the written consent of the Seller.

14. **Entirety.** This Agreement constitutes the entire Agreement between Purchaser and Seller, and any other Agreements between the parties, unless reduced to writing and executed by the parties shall be null and void.

{Notary, Signature Page, and Exhibits to Follow}

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the date and year first above written.

SELLER:

Community Development Agency of
Lexington, Nebraska

PURCHASER:

Pentad Properties Corp.

By: _____

By: _____

STATE OF NEBRASKA,)
) ss.
COUNTY OF DAWSON.)

On this ____ day of _____, 2015, the foregoing instrument was acknowledged before me by Kory Cetak, Chairman, Community Development Agency of Lexington, Nebraska.

Notary Public

STATE OF NEBRASKA,)
) ss.
COUNTY OF DAWSON.)

On this ____ day of _____, 2015, the foregoing instrument was acknowledged before me by _____, of Pentad Properties Corp., its
_____.

Notary Public

Exhibit A

Lot 3, Replat of Tract 2 Wal-Mart Subdivision, an addition to the City of Lexington, Dawson County, Nebraska.

Exhibit B

{Attach Redevelopment Contract}

Exhibit C

{Attached Proposed Deed of Trust}