

REAL ESTATE DEVELOPMENT AGREEMENT

This Development Agreement made and entered into this ___ day of _____, 2015, by and between COMMUNITY DEVELOPMENT AGENCY OF LEXINGTON, NEBRASKA, hereinafter called "Agency", and _____, a Nebraska corporation, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Development Agreement;

WHEREAS, Agency and Developer desire to enter into this Development Agreement for development and rehabilitation of land to assist in the removal of blight and substandard conditions in the City of Lexington within the meaning of the Nebraska Community Development Law (the "Act");

WHEREAS, the Agency, after approval by the City Council pursuant to §18-2116 of the Act, has adopted a Redevelopment Plan (the "Plan") for the real estate shown on Exhibit A.

WHEREAS, the Plan provides for the construction of public infrastructure to assist developers when constructing improvements on properties within the area in order to eliminate blight and prevent recurrence of blight and substandard conditions in the City;

WHEREAS, the Agency has taken into account and given consideration to the uses and purposes required by the Plan, the restrictions upon, and the covenants, conditions, and obligations assumed by the Developer of such property and the objectives of the Plan for the prevention of the recurrence of substandard and blighted areas;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, Agency and Developer do hereby covenant, agree and bind themselves as follows:

OBLIGATIONS OF AGENCY:

Section 1.01 Installation of Paving

The Agency and City shall provide for the creation of a paving improvement district for the paving of Jeffrey Road and the installation of driveway access along the lot frontage of Lot 3, Wightman Subdivision, Dawson County, Nebraska. **Special assessment to the Developer or the property may be waived upon performance of Developer herein described.**

Such assistance is subject to the condition that the Developer shall construct on Lot 3, Wightman Subdivision, Dawson County, Nebraska, of a 3,250 square foot commercial building, associated access drive, off-street parking facilities, and minimum landscaping as described in in Exhibit B. Construction shall commence within 45 days of final approval of this Development Agreement. Developer shall complete construction within 12 months of the execution of this agreement.

Section 1.02 Perform Obligations of Development Agreement

The Agency will perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Development Plan required to be performed by the Agency or City, as provided in this agreement.

OBLIGATIONS OF DEVELOPER:

Section 2.01 Construction of Project

Developer will construct a 3,250 square foot commercial building, associated access drive, off-street parking facilities, and green space as described in Exhibit B. Improvements in excess of \$600,000 will be constructed upon the property within 12 months, and that such improvements are a material element of this Agreement.

Completion of project is estimated by October, 2016.

Section 2.02 Non-Discrimination

Developer agrees and covenants for itself, its successors and assigns that as long as any loans from the Agency are outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability marital status or receipt of public assistance in connection with the Project. Developer, for itself and its successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply with all applicable federal, state and local laws related to the Project.

Section 2.03 Immigration Status

Developer agrees that any contractor providing services on the construction will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* (Supp. 2009), to determine the work eligibility status of new employees physically performing services on the Project.

TERMINATION:

Developer only shall have the right to terminate this Agreement, without liability, by giving notice to Agency on or before _____, 2016.

APPROVAL:

Developer agrees and understands that this Development Agreement is subject to approval of the governing bodies of Agency and the City of Lexington, and that in the event such approval is not obtained, that this Agreement is null and void.

COUNTERPARTS:

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

ASSIGNMENT:

It is agreed that this contract shall not be assigned by the Developer without the written consent of the Agency. The parties further agree that Agency interest in this contract may be assigned to another agency of the City of Lexington.

ENTIRETY:

This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the parties, unless reduced to writing and executed by the parties shall be null and void.

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

Community Development Agency
of Lexington, Nebraska

By:_____

By:_____

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

On this _____ day of _____, 2015, the foregoing instrument was acknowledged before me by _____, Chairman of the 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 _____.

Notary Public

EXHIBIT A

PROJECT DESCRIPTION AND PLAN FOR _____ PROJECT

OVERVIEW:

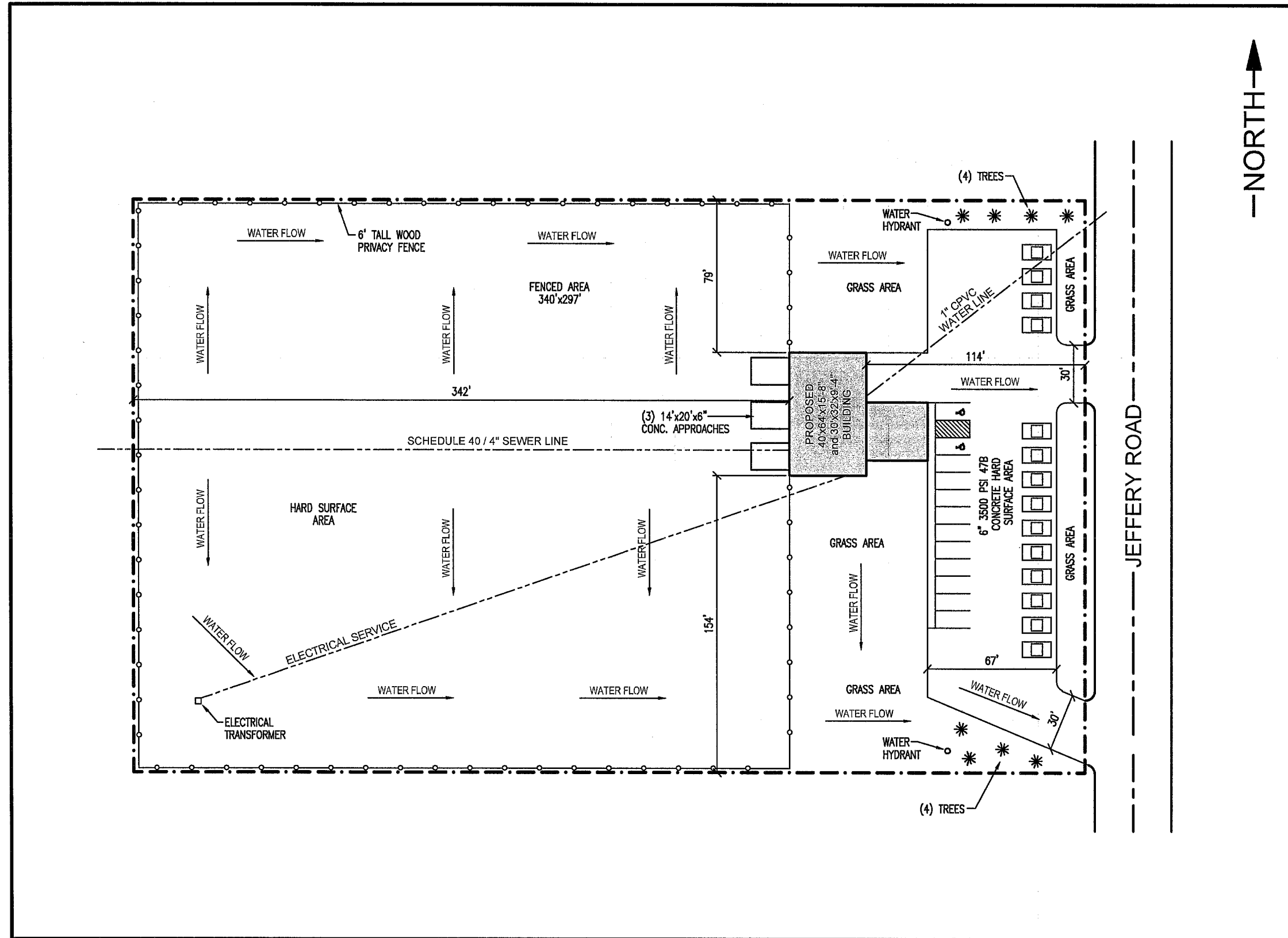
The Developer intends to develop and rehabilitate the real estate described to-wit:

Lot 3, Wightman Subdivision, Dawson County, Nebraska.

Exhibit B to the Development Agreement illustrates the site plan for the project.

The Developer will not develop the project in the development area or elsewhere without the benefit of the benefits under the development agreement. The costs and risks of the project are simply too great to be absorbed by the Developers without this assistance.

The Agency will rely on the City of Lexington to install paving to serve the project.



CLEARY BUILDING CORP.
 190 PAOLI STREET / P.O. BOX 930220
 VERONA, WI 53593 / (800) 373-5550

DRAWN BY: T. KALDENBERG
 DATE DRAWN: 8/15/2015

PLAN REVISIONS:

NUMBER	DATE	BY
1	9/24/2015	TK
2		
3		
4		

PROJECT NAME:
NITSCH, CLAY

PROJECT SITE ADDRESS:
 SOUTH HWY 183
 LEXINGTON, NE - DAWSON COUNTY

BUILDING SIZE:
 40'x64'x15'-8" and 30'x32'x9'-4"

SHEET NAME:
 PLOT PLAN

PROJECT NUMBER:
LM2014008

SHEET NUMBER:
1 OF 2

SHEET SCALE: NONE

