

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY OF LEXINGTON, NEBRASKA APPROVING A DEVELOPMENT AGREEMENT WITH DAWSON COUNTY.

WHEREAS, pursuant to Neb. Rev. Stat. §16-201 the City of Lexington has the power to sell and convey, exchange, or lease any real or personal property owned by the City in such manner and upon such terms and conditions as may be deemed in the best interests of the City; and

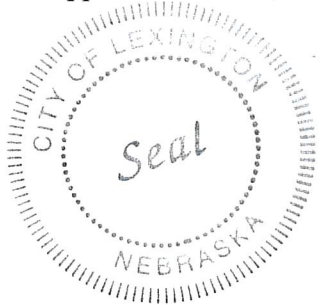
WHEREAS, the City desires to enter into a Development Agreement with Dawson County whereby certain real estate would be exchanged pursuant to the terms and conditions of said Development Agreement.

BE IT THEREFORE RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEXINGTON, NEBRASKA, as follows:

Section 1. That the City of Lexington finds the attached Development Agreement to be in the best interests of the City of Lexington.

Section 2. That the Mayor is hereby directed and authorized on behalf of the City of Lexington to enter into the Development Agreement and further authorized to execute any and all documents which may be necessary to effectuate the terms and conditions of said agreement.

Passed and approved June 28, 2022



CITY OF LEXINGTON, NEBRASKA

A handwritten signature in black ink, appearing to read "John H. Fyfe", is written over a horizontal line.

Mayor

Attest:

A handwritten signature in blue ink, reading "Pamela Baruth", is written over a horizontal line.

City Clerk

REAL ESTATE DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) made and entered into this ___ day of _____, 2022, by and between the CITY OF LEXINGTON, NEBRASKA, a Municipal Corporation, hereinafter called “City”, and the COUNTY OF DAWSON, a Political Subdivision, hereinafter called “County.”

WITNESSETH:

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

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

WHEREAS, the City owns and desires to convey to the County for the purposes of redevelopment the real estate provisionally described as set forth in the attached **Exhibit “A”**; and

WHEREAS, the County owns and desires to convey to the City for the purposes of redevelopment the real estate described in the attached **Exhibit “B”**; and

WHEREAS, the City and County desire to enter into an agreement regarding the redevelopment to completed by the County on the real estate provisionally described in the attached **Exhibit “A”**; and

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

SECTION 1. CONVEYANCE OF REAL ESTATE

Section 1.01 Conveyance of Real Estate to County

The City shall convey to the County the real estate provisionally described in the attached **Exhibit “A.”** The County shall be responsible for the costs of said conveyance including any attorney fees, closing fees, title insurance, survey and administrative platting, and filing fees. Said conveyance shall be subject to the obligations of the County set forth below in Section 1.02. As part of said conveyance, the City represents and warrants that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum has been released into the environment, discharged, placed or disposed at, near, or on the real estate. The City has not been advised of any action by the Nebraska Department of Environment and Energy or the Environmental Protection Agency, or any other administrative agency. The Parties agree and acknowledge this conveyance is subject to satisfactory inspections by the County. Said inspections to be paid for by the County.

Section 1.02 Construction of Improvements

The County shall construct a county maintenance facility upon the real estate conveyed to the County hereunder.

Section 1.03 Conveyance of Real Estate to City

The County shall convey to the City the real estate described in the attached **Exhibit "B."** at the conclusion of the construction of the planned county maintenance facility. The County shall maintain the real estate described in the attached Exhibit "B" in the same condition as it is currently ordinary wear and tear expected. The City shall be responsible for the costs of said conveyance including any attorney fees, closing fees, title insurance, survey and administrative platting, and filing fees. As part of said conveyance, the County represents and warrants that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum has been released into the environment, discharged, placed or disposed at, near, or on the real estate. The County has not been advised of any action by the Nebraska Department of Environment and Energy or the Environmental Protection Agency, or any other administrative agency. The Parties agree and acknowledge this conveyance is subject to satisfactory inspections by the City. Said inspections to be paid for by the City.

Section 1.04 Consideration for Conveyances

The County and City agree the consideration for the transfers outlined in this Sections shall be the exchange of said real estate and the improvements to be completed hereunder. The Parties shall not pay any monetary consideration to each other. The terms of the agreement are in the best interest of the County and City. This agreement is subject to the passage of a County Resolution and the City Resolution regarding the same.

SECTION 2. PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 2.01 Sanitary Sewer, Storm Water Control System Improvements, and Water

The County shall provide the cost of installing and extending the sanitary sewer and storm water control public infrastructure to the real estate described in the attached **Exhibit "A."** The County shall further be responsible for installing an underground well to provide water to the real estate. The City shall not extend a water line to the real estate. Any plans for such infrastructure must be approved by the City prior to the commencement of construction.

Section 2.02 Road Improvements

The City and County shall share equally in the cost of paving a 30-foot rural section of S. Taft Street from E Prospect Road south a maximum distance of 1,000 feet, in accordance with an existing interlocal agreement for infrastructure projects. The City shall plan and construct the paving improvements, and provide the for future maintenance and operation.

Section 2.03 Engineering and Design Fees

The City and County shall share equally in the cost of engineering, testing, and inspection fees associated with the paving to be constructed to the real estate provisionally described in the attached **Exhibit “A.”**

SECTION 3. MISCELLANEOUS

Section 3.01 Governing Law.

This Agreement shall be governed by the laws of the State of Nebraska.

Section 3.02 Binding Effect; Amendment.

This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall run with the Premises, The Agreement shall not be amended except by a writing signed by the party to be bound.

Section 3.03 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

Section 3.04 Severability.

The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

Section 3.05 Contingency.

The Parties agree and understand that this Development Agreement is subject to approval of the governing bodies of City and County, as well as the completion of the survey referenced in Exhibit “A” and that in the event such approval is not obtained or said survey is not completed, that this Agreement is null and void.

Section 3.06 Assignment.

It is agreed that this contract shall not be assigned by any party without the written consent of the other party.

Section 3.07 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.

COUNTY OF DAWSON

CITY OF LEXINGTON, NEBRASKA

By: _____
PJ Jacobson, Chairman of Board of Commissioners

By: _____
John Fagot, Mayor

STATE OF NEBRASKA)
) SS
COUNTY OF DAWSON)

The foregoing Development Agreement was acknowledged before me on _____, 2022, by PJ Jacobson, Chairperson of the Board of Commissioners, for and on behalf of the COUNTY OF DAWSON, NEBRASKA.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DAWSON)

The foregoing Development Agreement was acknowledged before me on _____, 2022, by John Fagot, Mayor of the CITY OF LEXINGTON, NEBRASKA, for and on behalf of the CITY OF LEXINGTON, NEBRASKA.

Notary Public

EXHIBIT A

A tract of land consisting of approximately 10 contiguous acres in Lot 3, Block 1, Wesleyan Addition Replat, an addition to the City of Lexington, Dawson County, Nebraska, with the full and correct legal description to be provided pursuant to a survey prepared pursuant to this Agreement.

EXHIBIT B

The West 200 Feet of the North ½ of Block 9, MacColl's Addition to the City of Lexington, Dawson County, Nebraska; and

The North 10 Feet of the West 150 Feet of the South ½ of Block 9, MacColl's Addition to the City of Lexington, Dawson County, Nebraska; and

The South ½ of Block 7 except that portion conveyed to the City of Lexington for alley purposes, MacColl's Addition to the City of Lexington, Dawson County, Nebraska; and

The South 140 feet including that portion of street vacated, Block 7 and 8, MacColl's Addition to the City of Lexington, Dawson County, Nebraska.

{The True and Correct Legal Description for the Real Estate shall be provided by a title commitment to be completed hereunder}