

REAL ESTATE DEVELOPMENT AGREEMENT

This Development Agreement made and entered into this _____ day of _____, 2013, by and between COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LEXINGTON, NEBRASKA, hereinafter called "Agency", and ALPHA MAIL CARRIERS, INC., 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 acquisition, 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 transfer of property to developers conditioned on improvements being constructed on the property in order to eliminate blight and prevent recurrence of blight and substandard conditions in the City;

WHEREAS, the Agency has determined the fair value of the real estate pursuant to §18-2118 of the Act and 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 Conveyance of Real Property.

The Agency will convey the real property described to-wit:

Lot 16, Greater Lexington Addition to the City of Lexington, Dawson County, Nebraska.

Such conveyance is subject to the condition that the Developer shall commence construction on said real estate of a _____ square foot commercial building and associated off-street parking facilities, as described in Exhibit A. 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 Installation of Paving

The Agency shall provide for the installation of driveway access along the lot frontage, without charge or special assessment to the Developer or the property.

Section 1.03 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 acquire land and construct a _____ square foot commercial building and associated off-street parking facilities, as described in Exhibit A. Improvements in excess of \$ _____ will be constructed upon the property within 12 months of taking possession, and that such improvements are a material element of this Agreement.

Completion of project is estimated by December 31, 2013.

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 _____, 2013. Developer shall be required to re-convey the property to the Agency free and clear of liens and encumbrances should developer terminate this agreement after receiving title to the real estate.

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 the City of Lexington, Nebraska

ALPHA MAIL CARRIERS, INC.

By: _____

By: _____

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

On this _____ day of _____, 2013, the foregoing instrument was acknowledged before me by _____, Chairman of the Community Development Agency of the City of Lexington, Nebraska.

Notary Public

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

On this _____ day of _____, 2013, the foregoing instrument was acknowledged before me by _____, President of ALPHA MAIL CARRIERS, INC.

Notary Public

DRAFT

EXHIBIT A

PROJECT DESCRIPTION AND PLAN FOR ALPHA MAIL CARRIERS, INC. PROJECT

OVERVIEW:

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

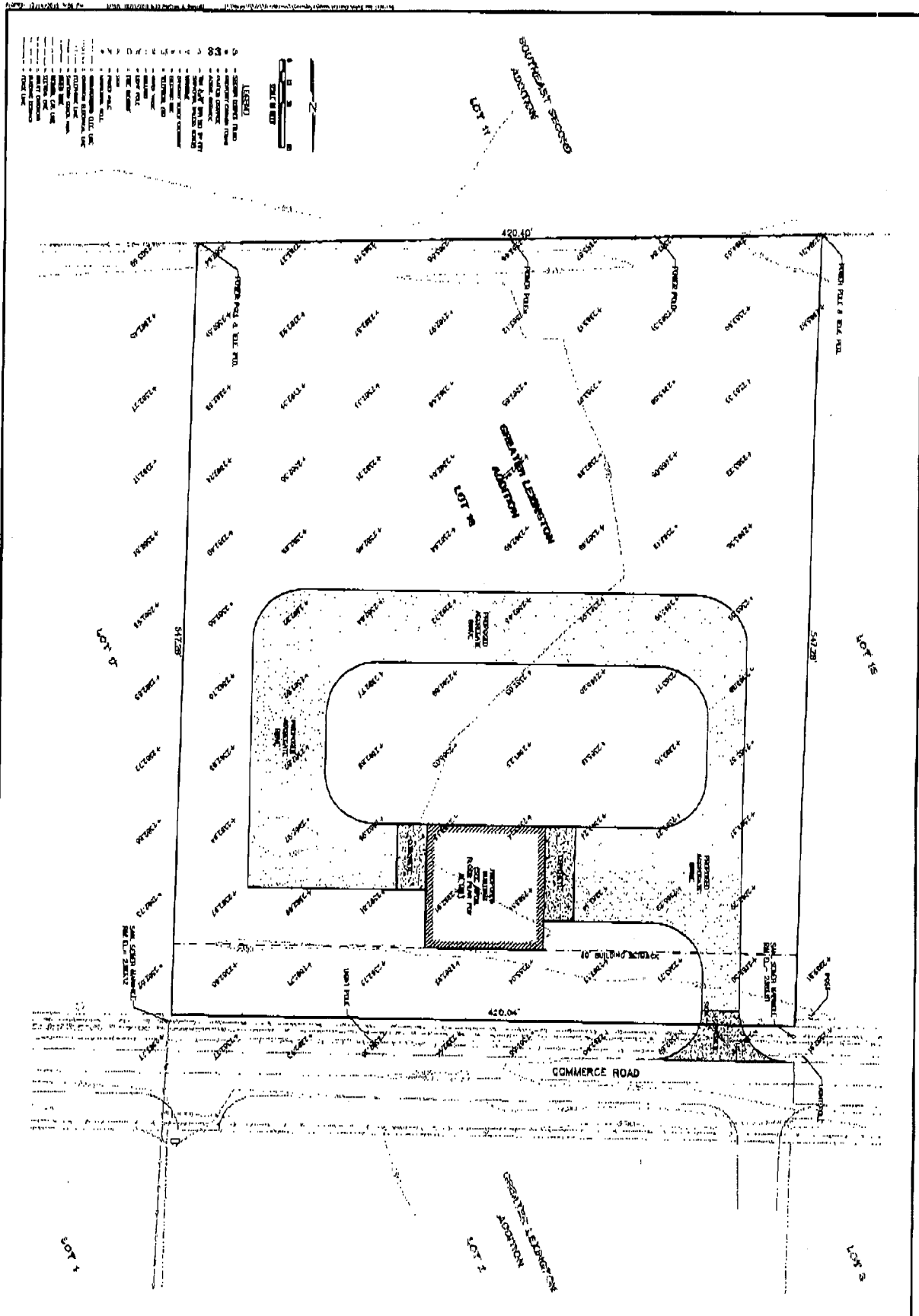
Lot 16, Greater Lexington Addition to the City of Lexington, Dawson County,
Nebraska.

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 convey needed property owned by the Agency to the Developer for project.

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



LEGEND

- 1. PROPERTY BOUNDARIES
- 2. LOT BOUNDARIES
- 3. EXISTING DRIVE
- 4. EXISTING SIDEWALK
- 5. EXISTING UTILITY LINES
- 6. EXISTING CURB
- 7. EXISTING DRIVE
- 8. EXISTING SIDEWALK
- 9. EXISTING UTILITY LINES
- 10. EXISTING CURB
- 11. EXISTING DRIVE
- 12. EXISTING SIDEWALK
- 13. EXISTING UTILITY LINES
- 14. EXISTING CURB
- 15. EXISTING DRIVE
- 16. EXISTING SIDEWALK
- 17. EXISTING UTILITY LINES
- 18. EXISTING CURB
- 19. EXISTING DRIVE
- 20. EXISTING SIDEWALK
- 21. EXISTING UTILITY LINES
- 22. EXISTING CURB
- 23. EXISTING DRIVE
- 24. EXISTING SIDEWALK
- 25. EXISTING UTILITY LINES
- 26. EXISTING CURB
- 27. EXISTING DRIVE
- 28. EXISTING SIDEWALK
- 29. EXISTING UTILITY LINES
- 30. EXISTING CURB
- 31. EXISTING DRIVE
- 32. EXISTING SIDEWALK
- 33. EXISTING UTILITY LINES
- 34. EXISTING CURB
- 35. EXISTING DRIVE
- 36. EXISTING SIDEWALK
- 37. EXISTING UTILITY LINES
- 38. EXISTING CURB
- 39. EXISTING DRIVE
- 40. EXISTING SIDEWALK
- 41. EXISTING UTILITY LINES
- 42. EXISTING CURB
- 43. EXISTING DRIVE
- 44. EXISTING SIDEWALK
- 45. EXISTING UTILITY LINES
- 46. EXISTING CURB
- 47. EXISTING DRIVE
- 48. EXISTING SIDEWALK
- 49. EXISTING UTILITY LINES
- 50. EXISTING CURB

DATE	12/17/12
DRAWN BY	...
CHECKED BY	...
SCALE	AS SHOWN
PROJECT	ALPHA MAIL CARRIERS, INC.
SITE	LEXINGTON, NEBRASKA
DESCRIPTION	SITE SURVEY
CLIENT	ALPHA MAIL CARRIERS, INC.
ADDRESS	...
CITY	LEXINGTON, NE
STATE	NE
COUNTY	...
ZONING	...
OWNER	...
PREPARED BY	...
DATE	...

ALPHA MAIL CARRIERS, INC.
SITE SURVEY
 LEXINGTON, NEBRASKA

MA

Map Accuracy
 1/4" = 100'-0"

Scale
 1/4" = 100'-0"

North Arrow

Legend

1. PROPERTY BOUNDARIES

2. LOT BOUNDARIES

3. EXISTING DRIVE

4. EXISTING SIDEWALK

5. EXISTING UTILITY LINES

6. EXISTING CURB

7. EXISTING DRIVE

8. EXISTING SIDEWALK

9. EXISTING UTILITY LINES

10. EXISTING CURB

11. EXISTING DRIVE

12. EXISTING SIDEWALK

13. EXISTING UTILITY LINES

14. EXISTING CURB

15. EXISTING DRIVE

16. EXISTING SIDEWALK

17. EXISTING UTILITY LINES

18. EXISTING CURB

19. EXISTING DRIVE

20. EXISTING SIDEWALK

21. EXISTING UTILITY LINES

22. EXISTING CURB

23. EXISTING DRIVE

24. EXISTING SIDEWALK

25. EXISTING UTILITY LINES

26. EXISTING CURB

27. EXISTING DRIVE

28. EXISTING SIDEWALK

29. EXISTING UTILITY LINES

30. EXISTING CURB

31. EXISTING DRIVE

32. EXISTING SIDEWALK

33. EXISTING UTILITY LINES

34. EXISTING CURB

35. EXISTING DRIVE

36. EXISTING SIDEWALK

37. EXISTING UTILITY LINES

38. EXISTING CURB

39. EXISTING DRIVE

40. EXISTING SIDEWALK

41. EXISTING UTILITY LINES

42. EXISTING CURB

43. EXISTING DRIVE

44. EXISTING SIDEWALK

45. EXISTING UTILITY LINES

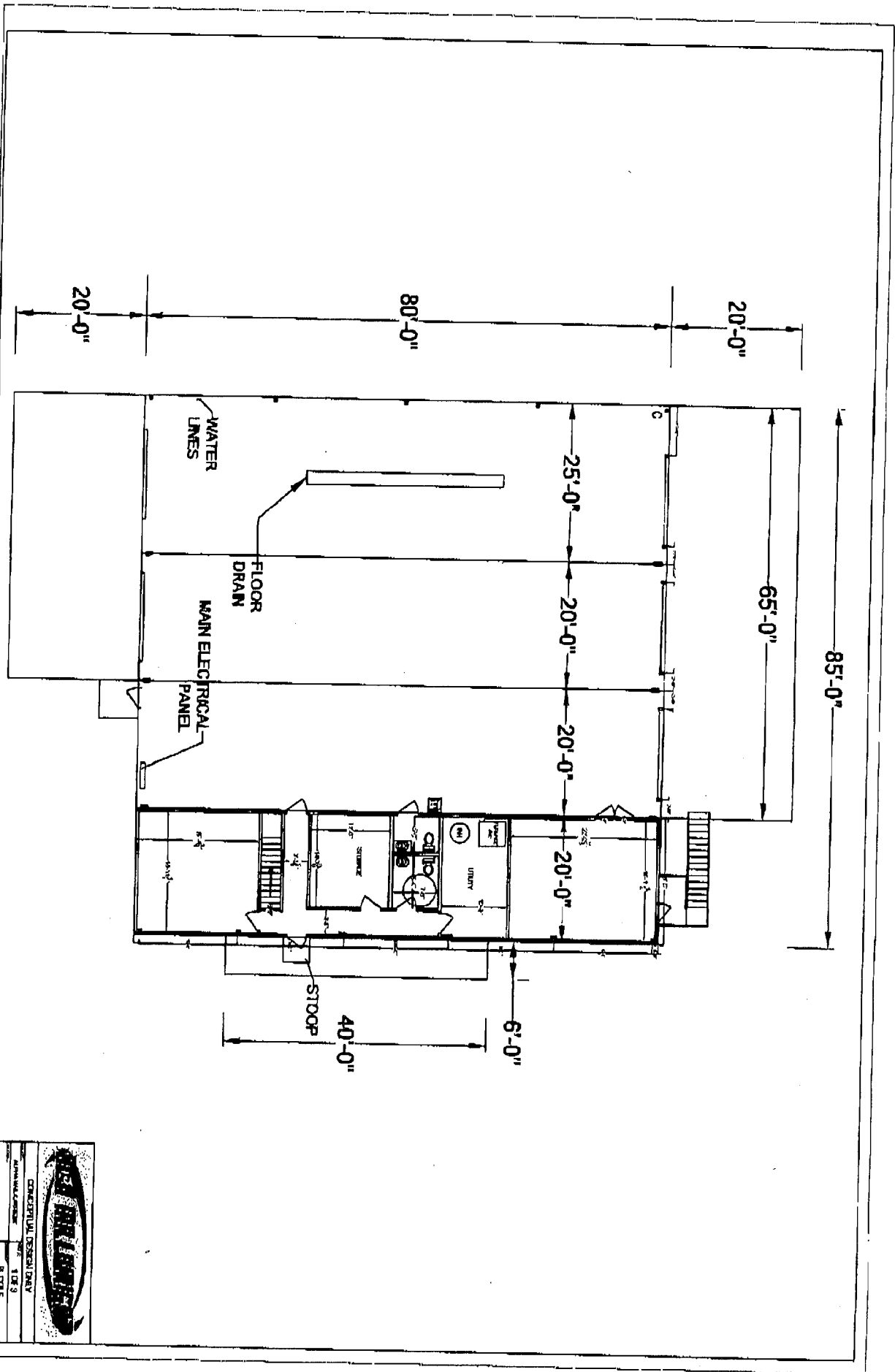
46. EXISTING CURB

47. EXISTING DRIVE

48. EXISTING SIDEWALK

49. EXISTING UTILITY LINES

50. EXISTING CURB



THE ENGINEER

CONFIDENTIAL DESIGN ONLY

DATE: 11/28/12

SCALE: AS SHOWN

NO: 10/17/12

