

## REAL ESTATE DEVELOPMENT AGREEMENT

This Development Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the Community Development Agency of Lexington, Nebraska, hereinafter called "Agency", and Central Nebraska Housing Corp., 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 vacant and unimproved land in accordance with the general development plan of the City of Lexington;

WHEREAS, the Agency, after approval by the City Council, has adopted a Development Plan (the "Plan") for the real estate described in Exhibit A;

WHEREAS, the Plan, Exhibit B, provides for the transfer of property to Developer conditioned on improvements being constructed on the property in order to prevent the occurrence of blight and substandard conditions in the City;

WHEREAS, the Agency has determined the fair value of the real estate 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 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 in Exhibit A to the project. Such conveyance shall be subject to the condition that the Developer shall commence construction on said real estate of twenty-two (22) residential apartment units and associated improvements as described 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 Installation of Paving and Utilities

The Agency shall provide for the cost to install 22,000 square feet of paving to accommodate roadway access and parking to the project, without charge or special assessment to the Developer or the property.

In addition, the Agency shall provide for the extension of the following utilities to serve the project without charge or special assessment to the Developer or the property:

1. Potable Water—approximately 520 feet of 6” water main, connecting existing water mains on S. Washington Street and Wagon Wheel Lane.
2. Sanitary Sewer—approximately 250 feet of 8” sewer main, connecting to an existing sanitary sewer line on Wagon Wheel Lane.

### 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.

### OBLIGATIONS OF DEVELOPER:

#### Section 2.01 Construction of Project

Developer will construct twenty-two (22) residential apartment units and associated improvements as described in Exhibit B. Improvements in excess of \$1,500,000 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 shall be by approximately November 1, 2015.

#### Section 2.02 Non-Discrimination

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

The Company agrees that any contractor for the project shall be required to agree to use a federal immigration verification system, as defined in Nebraska Revised Statute §4-114, to determine the work eligibility status of new employees physically performing services on the project and to comply with all applicable requirements of Nebraska Revised Statute §4-114.

TERMINATION:

Developer only shall have the right to terminate this Agreement, without liability, by giving notice to Agency on or before December 31, 2014. 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 Lexington, Nebraska

Central Nebraska Housing Corp.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the foregoing instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_ of Central Nebraska Housing Corp.

\_\_\_\_\_  
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

Lots 8, 9, 10, 11, and 12, Block 6, Southaven Addition to the City of Lexington, Dawson County, Nebraska; together with all of Vacated Pioneer Drive lying South of and contiguous to said Block 6, having been vacated by Ordinance No. 1901, dated June 12, 1990 and recorded April 20, 2004 as Inst. 2004-1751.

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## EXHIBIT B

### PROJECT DEVELOPMENT PLAN CENTRAL NEBRASKA HOUSING CORP. PROJECT

The Developer intends to develop and rehabilitate the real estate described in Exhibit A by constructing twenty-two (22) residential apartment units, with associated private drive, parking, office/maintenance facility, playground, and green space; with an estimated cost in excess of \$1,500,000.

Exhibit B2 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 Developer without this assistance.

The Agency will convey needed property owned by the Agency to the Developer for project, conditioned that the Developer shall complete construction within 12 months of the execution of a development agreement.

The Agency will rely upon the City of Lexington to provide for the paving and utilities to serve the project.

#### CONSIDERATIONS:

1. Relationship of Plan to local objectives for appropriate land use: This plan contemplates a change in current land use, as the property is vacant and unimproved. The current R-3 High Density residential zoning is appropriate for the intended use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the area affected by this plan.
2. Relationship of Plan to local objectives for improved traffic flow and public utilities in plan area:

Streets: Streets will conform to current layout and design as set forth in the various subdivision plats surrounding the project. A private access drive will serve the project with a point of entry from both S. Washington Street and Wagon Wheel Lane.

Potable Water Lines: The City will install a potable water line to the property.

Sanitary Sewer Lines: The City will install a sanitary sewer line to the property.

No special assessment districts will be established for the initial installation of the water and sewer lines.

3. Project boundaries: Exhibit B1 to the development agreement shows the boundaries of the project. The property is currently unimproved.
4. Proposed land use/site plan: Exhibit B2 shows the proposed land use plan for residential development. This plat will be amended and changed as circumstances require for development.
5. Information on standards for population densities; land coverage; building intensities; and land coverage after development: Population density will change for the area. Currently there is no residential occupancy. Twenty-two apartment units will be developed in conformance with the current zoning of the property and harmonious with surrounding uses.
6. Statement as to the kind and number of additional public facilities or utilities required to support land use after development: No additional public facilities are required for the project. Additional public utilities are required to support the proposed plan, as discussed above.

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