

# **City of Lexington Conditional Use Permit**

## **Conditional Use Permit for Educational Use (Automotive/Welding Classrooms)**

This Conditional Use Permit issued this 23rd day of July, 2014, by the City of Lexington, a municipal corporation in the County of Dawson, Nebraska (“City”) to, Lexington Public Schools (“Owner”), pursuant to the Lexington Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate an educational facility at 308 S. Washington Street upon the following legally described property of land within the City of Lexington zoning jurisdiction:

North 180 feet of Lot 3 Bowen’s Addition.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an educational facility; and

WHEREAS, the Mayor and City Council of the City of Lexington are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for an educational facility, said use hereinafter being referred to as “Permitted Use or Use”.

### **Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City) or unless exempted herein.
2. In respect to the proposed Use:
  - a. Owner shall follow the outdoor storage requirements (Section 5.10.03.12).
  - b. Owner shall provide egress/ingress and off-street parking in accordance with Section 7.01.04 and Section 7.02.
  - c. Owner shall provide for additional off-street parking, in accordance with Section 7.02 and Section 7.04.01, if areas currently not being used as classrooms become classrooms in the future.
  - d. Owner shall maintain required landscaping in accordance with Sections 8.03, 8.05 and 8.06.
3. The applicant’s right to maintain the use as approved pursuant to these provisions shall be based on the following:
  - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
  - b. The use authorized by the conditional use permit must be initiated within twelve (12) months of

- approval.
- c. All obsolete or unused structures and accessory facilities or materials specifically pertaining to such permitted use shall be removed at owner's expense within twelve (12) months of cessation of the conditional use, if required by the City.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as a permitted use hereunder upon the first of the following to occur:
    - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
    - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
    - c. Owner's breach of any other terms hereof and his/her failure to correct such breach within ten (10) days of City's giving notice thereof.
  5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
  6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his/her successors and assigns.

1. Any notice to be given by City shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:
2. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

### **Contact Name and Address:**

**Lexington Public Schools  
300 S. Washington Street  
Lexington, NE 68850**

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LEXINGTON

By \_\_\_\_\_  
John Fagot, Mayor

Attest:

\_\_\_\_\_  
Pam Baruth  
City Clerk

**CONSENT AND AGREEMENT**

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

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

Title: owner/operator

Date: \_\_\_\_\_