

City of Lexington Development Agreement

This development agreement, as part of building permit number _____, issued this _____ day of _____, 2015, by the City of Lexington, a municipal corporation in the County of Dawson, Nebraska (“City”) to, Jose Gomez-Aguirre (“Owner”).

WHEREAS, Owner wishes to develop a two-family, duplex dwelling upon the following legally described property of land within the City of Lexington zoning jurisdiction:

Lots 10, 11 & 12 & the North 27 feet of Lot 9, Block 4 Lexington Heights Addition

WHEREAS, Owner has applied for a zoning district change, upon the above described land, for the purpose of creating an R-2 Two-Family Dwelling District in order to develop and operate a two-family, duplex dwelling.

NOW, THEREFORE, BE IT KNOWN THAT the City Council of the City of Lexington is agreeable to a change in the zoning district, subject to certain conditions and agreements as hereinafter provided.

Conditions of Agreement

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

1. Upon issuance of a Certificate of Occupancy for the proposed two-family, duplex dwelling; the zoning district will be changed from R-1 Single-Family Residential to R-2 Two-Family Residential.

Miscellaneous

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

1. 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.
2. It shall be unlawful to commence the excavation for the construction of any building, or any accessory buildings, or to commence the moving or alteration of any buildings, including accessory buildings, until the Building Official has issued a building permit for such work.
3. In applying to the Building Official for a building permit, the applicant shall submit a dimensioned sketch or a scale plan indicating the shape, size and height and location of all buildings to be erected, altered or moved and of any building already on the lot.

4. The owner shall not allow occupancy to the structure until a certificate of occupancy has been issued by the Building Official
5. 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:

Contact Name and Address:

**Jose Gomez-Aguirre
P.O. Box 1171
Lexington, NE 68850**

Effective Date:

This agreement shall take effect upon the issuance of building permit number _____ .

THE CITY OF LEXINGTON

By _____
Joe Peplitsch, City Manager

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this agreement 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: _____