

City of Lexington Development Agreement

This development agreement, as part of building permit number _____, issued this _____ day of _____, 2016, 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 7, 8 and 9, Block 4 Stuckey & Little’s 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 Residential 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 District.
2. All driveways, circulation areas, and off-street automobile parking areas in residential zoned districts shall be paved with concrete, asphalt or asphaltic concrete. All required parking and drives will be located off of City right-of-way excluding for those drives providing ingress\egress to the property.
3. No area shall be occupied unless a certificate of occupancy has been issued.

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. The applicant shall also state the existing and intended use of all such buildings, and supply such other information as may be required by the Building Official for determining whether the provisions of this Ordinance are being observed. If the proposed excavation or construction as set forth in the application is in conformity with the provisions of this Ordinance, and other Ordinances of the City then in force, the Building Official shall issue a building permit for such excavation or construction. If a building permit is refused, the Building Official shall state such refusal in writing, with the cause, and shall immediately thereupon mail notice of such refusal to the applicant at the address indicated upon the application. The Building Official shall grant or deny the permit within a reasonable time from the date the application is submitted. The issuance of a permit shall, in no case, be construed as waiving any provisions of this Ordinance.

4. 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: _____