

# lexington

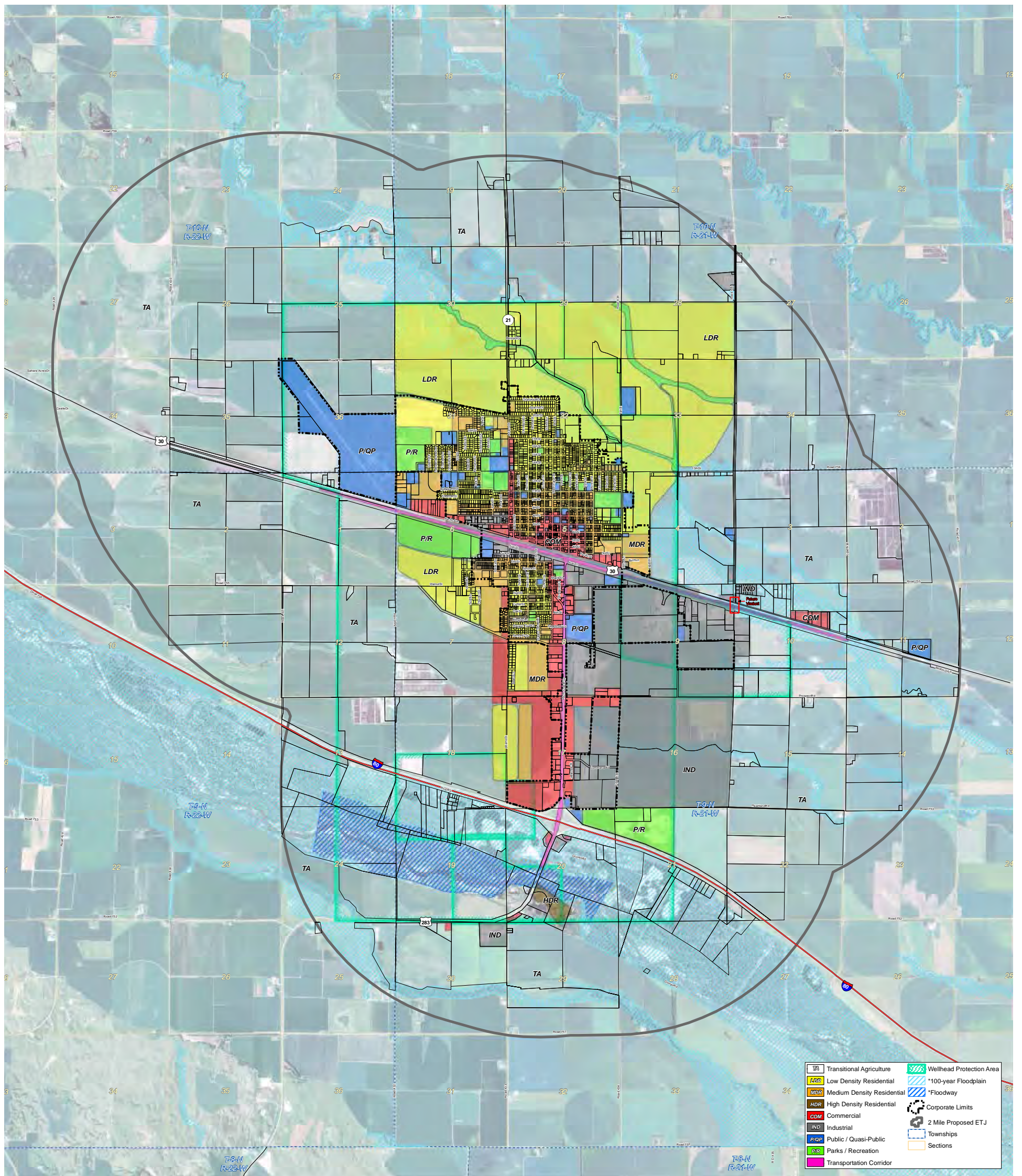
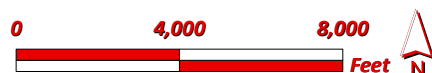


Figure 27: Future Land Use Map, Lexington

**City of Lexington**  
**Dawson County, Nebraska**  
 Future Land Use Map



Created By: SMS  
 Date: 2/5/2013  
 Software: ArcGIS 10  
 File: 100999

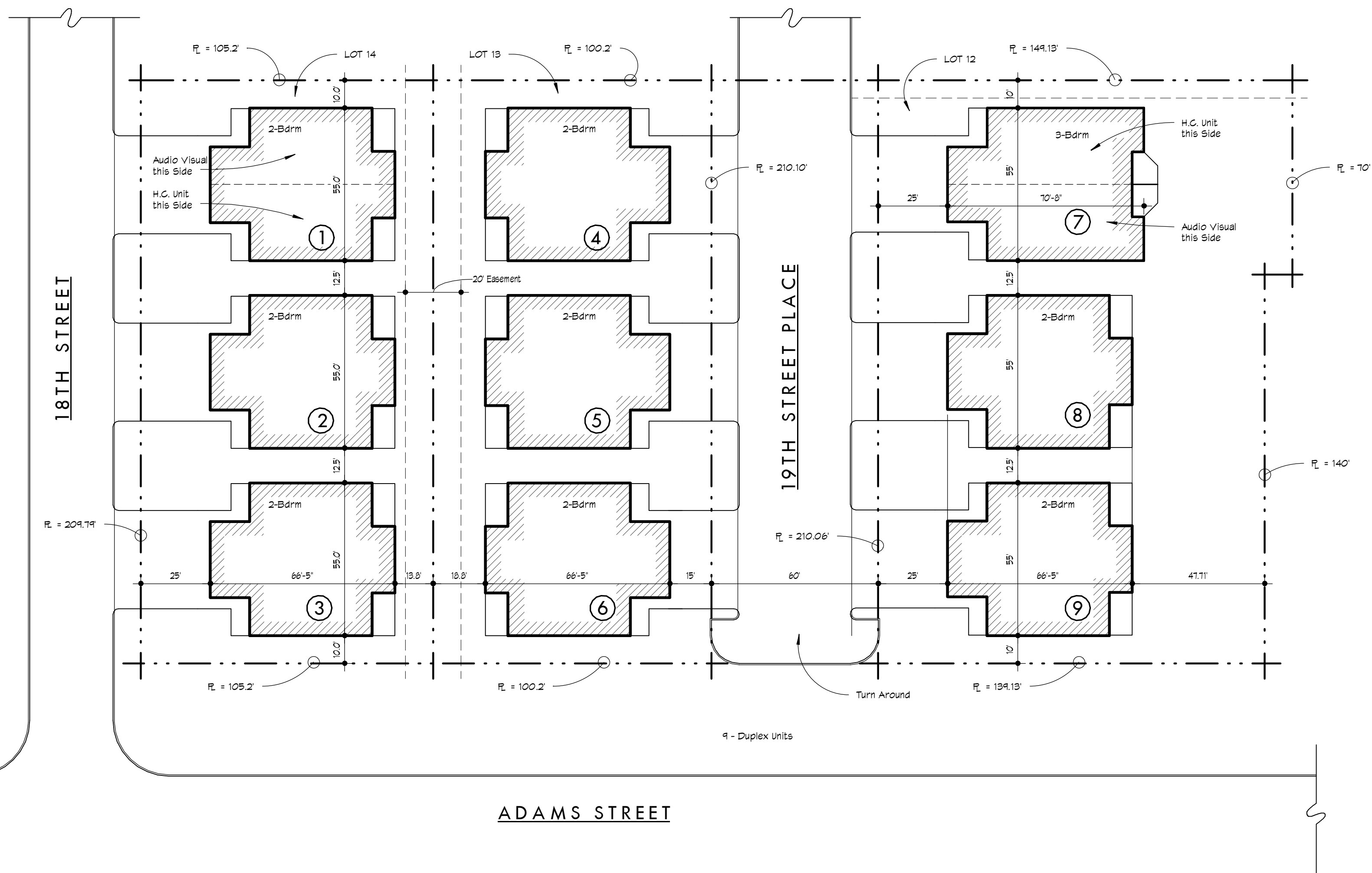


\*The 100-Year Floodplain shown on this map are a generalized representation of the Floodplain boundaries shown on the following FIRM panels in the 31073C series: 0050A, 0075A adopted on 8/4/2005, panel in the 31137C series: 0025C adopted on 1/16/2008, panels in the 31047C series: 0442C, 0451C, 462C, 475C, 450C, 0650C, 0625C, 0444C, 0464C, 0463C, 0626C, 0435C adopted on 5/3/2011. The above mentioned FIRM panels must be referred to for interpretation of Floodplain areas.



# Legend Oaks #2—Lexington, NE





9 - Duplex Units

**NOTE:**  
 The Dimensions Shown on this Site Plan are from the Outside of the 1 1/2" Insulation and the Protective FRP Panel. The Dimensioning is Critical and Shall be Maintained. Please See the Foundation Plan (Sheets A1, A2) for the Conc. Dimensions. We Have Allowed 1 5/8" Total for the 1 1/2" Insulation and 1/8" for the FRP Panel.

**BUILDING CODES:**

New Construction Must Meet the Most Recent Editions of the Following Codes:

Building Code: 2009 IRC

Plumbing Code: 2009 IRC

Mechanical Code: 2009 IRC

2009 International Energy Conservation Code

2011 National Electric Code

Nebraska Investment Finance Authority, Low Income Housing Tax Credit Program Requirements

2010 ADA Standards for Accessible Design (All Units)

Nebraska Energy Office, Tax Credit Program Allocation Plan

Nebraska Assistive Technology Partnership - "Visibility" - Design Standards

Uniform Federal Accessibility Standards (All Units)

Zoned RP-3

SHEET INDEX			
SP1	SITE PLAN	E1	2 BEDROOM ELECTRICAL PLAN
SP2	POWER, CABLE, TELEPHONE SITE PLAN	E2	2 BEDROOM ELECTRICAL PLAN
SP3	WATER SITE PLAN	E3	ELECTRICAL SCHEDULES
SP4	SEWER SITE PLAN	E4	SCHEDULES & DETAILS
A1	2 BDRM FOUNDATION PLAN	M1	2 BEDROOM MECHANICAL PLAN
A2	3 BDRM FOUNDATION PLAN	M2	3 BEDROOM MECHANICAL PLAN
A3	2 BDRM FLOOR PLAN	ME1	MECHANICAL SYMBOLS
A4	3 BDRM FLOOR PLAN	P1	PLUMBING RISER DIAGRAMS
A5	2 BDRM ROOF PLAN		
A6	3 BDRM ROOF PLAN		
A7	2 BDRM. EXTERIOR ELEVATIONS		
A8	3 BDRM. EXTERIOR ELEVATIONS		
A9	KITCHEN/BATH ELEVATIONS - HC		
A10	KITCHEN/BATH ELEVATIONS - STD		
A11	SCHEDULES		
A12	SECTIONS		
A13	DETAILS		
A14	RADON CONTROL SYSTEM		
A15	UFAS DETAILS		

# LEGEND OAKS II

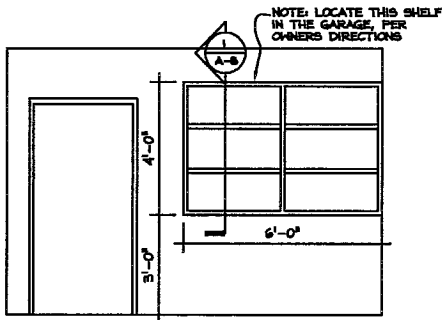
LEXINGTON, NE

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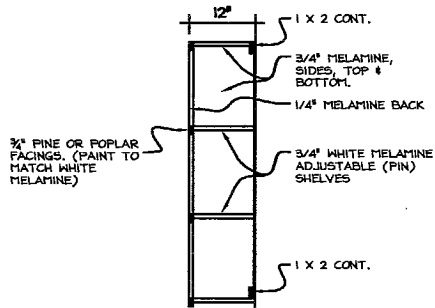
**TIM C. SCHALLER**  
 ARCHITECT  
 P.O. Box 197 LARNED, KANSAS 67550  
 620-285-2950 Fax 620-285-2940

DRAWN
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DATE
SCALE
JOB NO.
SHEET
<b>SP1</b>
OF SHEETS

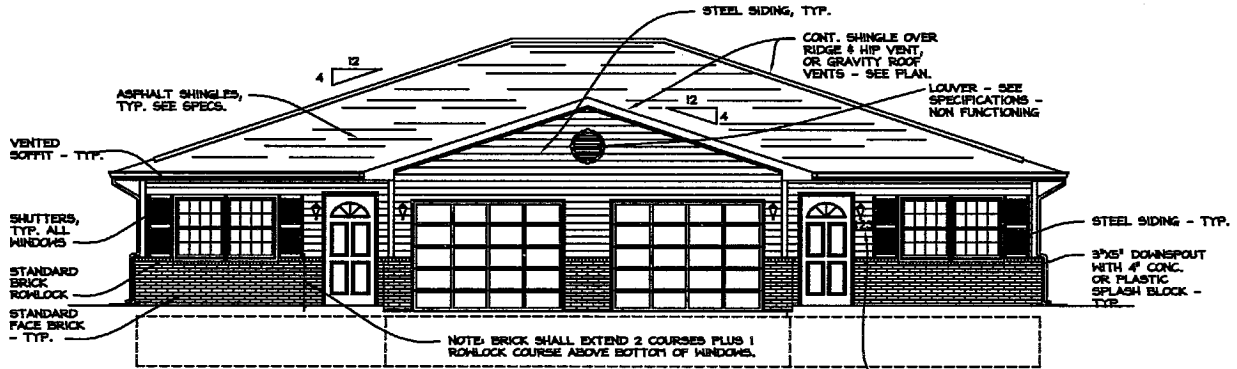




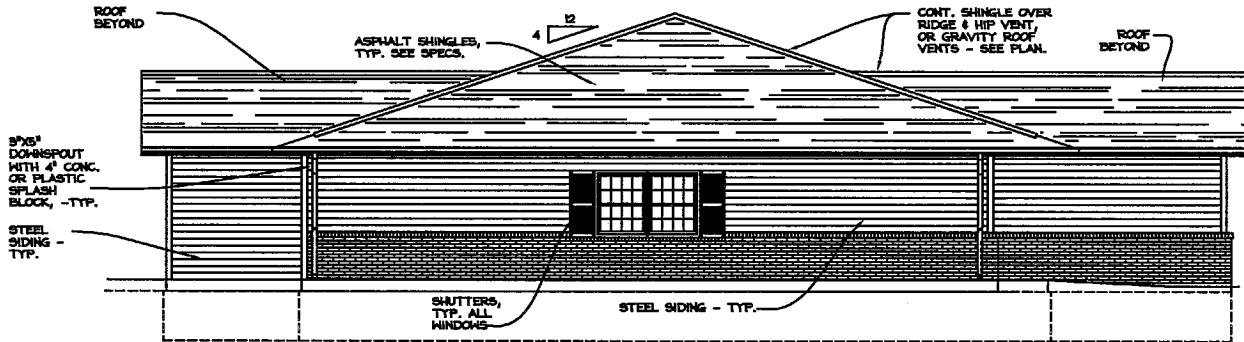
(TYP. AT EACH GARAGE)  
**GARAGE CABINETS**  
 SCALE: 3/8" = 1'-0"



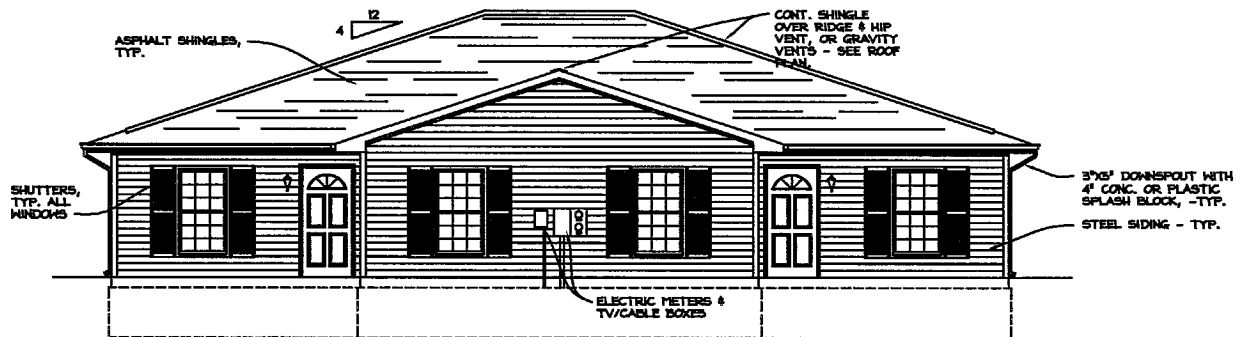
SECTION  
 SCALE: 3/4" = 1'-0"



① **FRONT ELEVATION**  
 SCALE: 3/16" = 1'-0"



② **SIDE ELEVATION (SAME ON OTHER SIDE)**  
 SCALE: 3/16" = 1'-0"



③ **REAR ELEVATION**  
 SCALE: 3/16" = 1'-0"

**Legend Oaks, L.L.C.**  
**LExINGTON, NEBRASKA**

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**Tim C. Schaller**  
**ARCHITECT**  
 P.O. Box 197 Larned, Kansas 67550  
 620-285-2970 FAX 620-285-2940

DESIGN
CHECKED
DATE
SCALE
JOB NO.
SHEET
A-6
OF 22 SHEETS

## EXHIBIT C

### DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR LEGEND OAKS II RESIDENTIAL PROJECT

#### OVERVIEW:

This plan is intended to redevelop an area within the City of Lexington, which has been declared blighted and substandard within the meaning of the Community Redevelopment Law of the State of Nebraska.

The Developer intends to acquire, develop and rehabilitate the real estate shown on Exhibit A to the Redevelopment Contract by constructing 18 senior rent restricted duplex townhomes, including infrastructure on the real estate and provide payment assistance to the City for certain off site infrastructure installation.

The Developer will not develop the project in the redevelopment area or elsewhere without the benefit of tax increment financing. The costs and risks of the project are simply too great to be absorbed by the Developers without the assistance of tax increment financing. All financing for the project is entirely contingent on the grant set forth in the redevelopment contract to which this exhibit is attached. The Developers propose that the Community Development Agency issue bonds, designated the 2013 A Bonds and 2013 B Bonds to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2015. The Developer will use the proceeds of the Series 2013 A Bond to purchase the Project Sites. The Agency shall deliver the Series 2013 b Bonds to the City to assist in the financing of and payment for infrastructure installation and site preparation.

#### THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates no change in current land use. Multi-Family Planned Residential District zoning is currently 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. The new development is targeted to provide low income senior residents of the community safe, decent and adequate housing.

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 affecting the project. The Agency shall provide for the City to install paving, curb and gutter on 18<sup>th</sup> Street adjacent to the Project Site and on 19<sup>th</sup> Street Place.

**Storm Water Facilities:** The Agency shall provide for the City to install and pay for the storm sewer lines on 19<sup>th</sup> Street Place.

No special assessment districts will be established for the initial infrastructure installation.

3. Redevelopment project boundaries: Exhibit C 1 to the Redevelopment Contract shows the boundaries of the project. The property is currently unimproved.
4. Proposed land use plan: Exhibit C 2 shows the proposed land use plan after redevelopment as a fully developed 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 redevelopment: Population density will change for the area. Currently there is no residential occupancy. Twenty townhomes will be developed.
6. Statement regarding change in street layouts: This Plan proposes street layouts as shown in Attachment C2.
7. Site plan after redevelopment: Exhibit C2 is an accurate proposed site plan of the redevelopment project after redevelopment.
8. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: Additional public utilities are required to support the proposed plan, as discussed above.
9. Public cost/benefit analysis: This plan requires that the Developers acquire and construct a phased residential development.

Tax benefit: Currently the real estate is unimproved. The real estate taxes from the land will continue to be paid to the taxing authorities.

The project will result in at least 18 townhome units developed in the City. This will not require additional schools be built or result in an additional burden on community facilities. Therefore, no undue stress on the school system, police or fire protection is contemplated. No tax shifts are contemplated by this development.

Impacts on employers and employees within and outside of the project area will be minimal. During construction, temporary construction labor will increase. No other employment impact is anticipated.

This project provides residential units for existing and future residents and therefore, no prejudicial impact on employers or other taxing entities is perceived.

10. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad

valorem tax levied upon real property in the redevelopment project specified in the plan, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2015. The taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Agency to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

11. Estimated costs for the project are as follows:

City expenditures:

Street	\$
Storm Sewer	\$
Site Preparation	\$

\$185,500 of these sums will be paid from the proceeds of the 2013 B Bond. The balance will be paid from other revenues available to the City and the Agency.

Developer expenditures:

Project costs	\$2,025,000
Site Acquisition	\$ 40,000
Legal fees	\$ 10,000



## **REDEVELOPMENT CONTRACT**

This Redevelopment Contract is made and entered into on \_\_\_\_\_, 2013, by and between the Community Development Agency of Lexington, Nebraska (Agency) and Legend Oaks II, LLC, a Nebraska limited liability company, (Developer).

### W I T N E S S E T H:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, and successor in interest and title to the Community Redevelopment Authority of the City of Lexington, Nebraska, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract;

WHEREAS, the City of Lexington, Nebraska, in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the Act), has designated an area described on the attached Exhibit A as a blighted and substandard area; and

WHEREAS, the Agency has completed all procedures necessary for adoption of a Redevelopment Plan and approval of a Redevelopment Contract; and

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of the redevelopment area, and Developer submitted a redevelopment contract proposal; and

WHEREAS, Agency and Developer desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

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:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

#### Section 1.01        Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Bondholder" means the holders of Bonds issued by the Agency from time to time outstanding.

"Bonds" or "Series 2013 A Bonds" or “Series 2013 B Bonds” means the Agency's Community Redevelopment Revenue Bonds (Legend Oaks II Project), Series 2013 A Bonds or Series 2013 B Bonds, respectively.

"Governing Body" means the City Council of the City.

"Premises" or "Redevelopment Area" means all that certain real property situated in Lexington, Dawson County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Project" means the improvements to the Premises, as further described in Exhibit C attached hereto and incorporated herein by reference.

"Project Costs" means only costs or expenses incurred by the Agency, the City and Developer to acquire the Project, construct and install public infrastructure for the Project and prepare the Project site for redevelopment pursuant to the Act, including, but not limited to costs for: land survey and engineering, soil tests, excavation, grading, including paving, water, sanitary and storm sewer mains, manholes, pumping stations, force mains, pavement (including street, intersections, curb, gutter, and sidewalks), storm

water runoff retention ponds, electric power substations and lines, including underground, street and area signage, sidewalks, related plan preparation including those for this plan, planning, survey, other work incident to the Project and the preparation of all plans and arrangements for carrying out the Project, other work incident to a redevelopment project, including related off site infrastructure costs for the benefit of the project.

“Project Site” means the real property shown on attached Exhibit B.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer dated \_\_\_\_\_, 2013, with respect to the Project.

"Redevelopment Plan" means the Lexington Community Redevelopment Area #2 Redevelopment Plan, duly adopted by the City and Agency as amended by Exhibit C attached hereto and supplemented by this Redevelopment Contract and the attachments hereto, adopted by the Agency and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the Agency dated \_\_\_\_\_, 2013, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

"TIF Revenues" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Agency pursuant to the Act.

"City" means the City of Lexington, Nebraska.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive

and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.01      Representations by Agency.

Agency makes the following representations and findings:

(a) Agency is a duly organized and validly existing Community Development Agency under the Act;

(b) The proposed land uses and building requirements in the Project are designed with the general purpose of accomplishing, in conformance with the general plan of development of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as

well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight;

(c) The Redevelopment Contract is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act;

(d) Based on the representations of Developer and other information provided to the Agency,

(i) the Project would not be economically feasible without the use of tax-increment financing;

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing; and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and the Agency and have been found to be in the long-term best interest of the community impacted by the Project;

(e) Attachment C to this Redevelopment Contract (and other attachments hereto) constitute a redevelopment plan amendment and has been duly approved and adopted by the Community Development Agency of the City pursuant to Section 18-2116 and 18-2117 of the Act;

(f) The Agency has requested proposals for redevelopment of the

Redevelopment Area pursuant to section 18-2119 of the Act, and deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Developer as specified herein; and

(g) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing the tax base, and lessening blight and substandard conditions in the Redevelopment Area.

Section 2.02            Representations of Developer.

The Developer makes the following representations:

(a) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Developer is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Developer contrary to the terms of any instrument or agreement.

(b) There is no litigation pending or to the best of its knowledge, threatened against Developer affecting its ability to carry out the acquisition; construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Agency, as to any other matter materially affecting the ability of Developer to perform its obligations hereunder.

(c) Developer has made a fiscal analysis of the project and specifically represents to the City and Agency that:

(i) the Project would not be economically feasible without the use of tax-increment financing, and Developer will not undertake the Project without tax-increment financing;

(ii) the Project would not occur in the Redevelopment Area and Developer will not construct the Project without the use of tax-increment financing;

### ARTICLE III

#### OBLIGATIONS OF THE AGENCY

Section 3.01            Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby includes in the Redevelopment Plan of the Agency a provision that any ad valorem tax on real property in the that portion of the Project, described on Exhibit A, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2015.

The City and Agency will timely file all appropriate notice with the Dawson County Treasurer and Assessor regarding the division of ad valorem taxes, as provided in Section 18-2147 of the Act.

Section 3.02            Issuance of Bonds.

- (a) 2013 A Bonds: Agency on or about October 1, 2013, will issue Series 2013 A Bonds in the aggregate principal amount of \$40,000.00, and according to the terms set forth on Exhibit B attached hereto. The Series 2013 A Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.
- (b) 2013 B Bonds: Agency on or about October 1, 2013, will issue Series 2013 B Bonds in the aggregate principal amount of \$180,500.00, and according to the terms set forth on Exhibit B attached hereto. The Series 2013 B Bonds shall be limited obligations of the Agency, and shall be

solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency will pledge the TIF Revenues as Security for the Bonds. Said pledge of TIF Revenues shall be pari passu for the Series A and Series B bonds.

Section 3.04 Grant of Proceeds of Bonds.

- (a) Agency will, on or before November 1, 2013, and after the sale of the 2013 A bonds, grant the sum of \$40,000 of the proceeds from the Series 2013 A Bonds issued pursuant to this agreement, secured by a pledge of the TIF Revenues as contemplated in Sections 3.03 above, to the Developer for the purpose of acquiring the Project Site. The grant to the Developer may be offset against the purchase of the Series 2013 A bond, in the event that the Developer is the purchaser thereof.
- (b) Agency will grant the proceeds of from the Series 2013 B Bonds issued pursuant to this agreement, secured by a pledge of the TIF Revenues as contemplated in Sections 3.03 above, to the City for the purpose of paying for costs of Project Site preparation and the installation of paving, curb and gutters and storm sewers on 19<sup>th</sup> Street Place and a portion of 18<sup>th</sup> Street providing access to the Project Site, including the costs of engineering and plan preparation. The grant to the City shall be in the form of delivery of the Series 2013 B Bond to the City.

Section 3.05 Creation of Fund.

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay Bonds issued pursuant to



Sections 3.02 above.

Section 3.06      Perform Obligations of Redevelopment Plan.

Agency will perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Agency or City, as provided in this Redevelopment Contract, and attached Exhibit C.

Infrastructure. Specifically, Agency shall cause the City to install paving and storm sewer in the Replat of Block 3, Parkview Addition, to the City of Lexington, Dawson County, Nebraska on 18<sup>th</sup> Street and 19<sup>th</sup> Street Place.

Site Acquisition. Agency will sell and convey to the Developer, or its assignee the real property described on Exhibit A hereto, subject to a deed restriction that the Developer or its assignee construct eighteen townhouse units for low to moderate income individuals and families age 55 and older or disabled pursuant to the terms of a housing tax credit program under §42 of the Internal Revenue Code of the United States. The purchase price for the real property shall be the sum of \$40,000, which the Agency determines to be fair value for the real estate, as restricted by this Redevelopment Contract.

Section 3.07      Purchase of Bonds.

The Developer shall purchase of the Series 2013 A bonds upon issuance by the Agency. The purchase price for the 2013 A bonds may be offset against the Grant to the Developer described in Section 3.04(a) hereof. The parties contemplate that the Series 2013 A Bonds, after receipt by the Developer, shall be assigned to the Agency as payment for the purchase of the real estate described on Exhibit A.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01      Construction of Project.

Developer will acquire the Project site by purchase from the Agency and construct eighteen senior rent restricted townhouses in the Project. Construction on the

project shall begin prior to the 4<sup>th</sup> quarter of 2013 and shall be complete and ready for occupancy prior to August 1, 2014, pursuant to the Plan set forth on attached Exhibit C.

Section 4.02     Restricted Use of Project

The Developer shall operate the project for a minimum period of 15 years, after completion, as a rental for low to moderate income individuals and families age 55 and older or disabled and maintain the project as a qualifying tax credit project under §42 of the Internal Revenue Code, and the regulations issued pursuant thereto.

Section 4.02     Non-Discrimination .

Developer agrees and covenants for itself, its successors and assigns that as long as any Bonds 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 4.03             Payment in Lieu of Real Estate Taxes.

Developer shall pay annually to the Agency the sum of \$15,750 less the amount of TIF Revenues received by the Agency for each calendar year beginning with calendar year 2016 and continuing through calendar year 2029. Developer shall pay such amount within 30 days of receipt of written notice from the Agency.

Section 4.04             Payment of Fees.

Developer shall pay to the City of Lexington the sum of \$10,000.00 for legal fees in the preparation of this redevelopment contract and plan amendment.

Section 4.05            Penal Bond.

Pursuant to *Neb. Rev. Stat.* § 18-2151, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Fifty Thousand and No/100 Dollars (\$50,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the City prior to the start of construction of the Redevelopment Project Improvements.

Section 4.06 Immigration Requirement.

The Redeveloper 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.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01            Financing.

Developer shall pay all Construction Costs for the residential development, including, but not limited to normal utility extension and hookup fees.

## ARTICLE VI

### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 6.01      General Remedies of Agency and Developer.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract.

#### Section 6.02      Additional Remedies of Agency.

In the event that Developer, or its successor in interest, shall fail to commence the construction of the Project on or before November 1, 2013, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the unpaid portion of the principal of the 2013 A Bond as of the date of declaration of default (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Developer to Agency within 30 days of demand from Agency.

Interest shall accrue on the Liquidated Damages Amount at the rate of one

percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Agency gives notice to the Developer demanding payment.

Section 6.03            Enforced Delay Beyond Party's Control.

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, acts of terrorism, or in the event of enforced delay in the project due to unforeseeable causes beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.04            Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary neither Agency, City, nor their officers, directors, employees, agents, attorneys or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations

hereunder.

ARTICLE VII  
MISCELLANEOUS

Section 7.01            Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Premises is located.

Section 7.02            Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03            Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04            Covenant to Run with Land.

The obligations of the Developer as set forth in this Redevelopment Contract shall be appurtenant to and run with the real estate set forth on Exhibit A.

IN WITNESS WHEREOF, Agency and Developer have signed this Redevelopment Contract as of the date and year first above written.

COMMUNITY DEVELOPMENT  
AGENCY OF LEXINGTON,  
NEBRASKA

LEGEND OAKS II, LLC

\_\_\_\_\_  
Chairman

\_\_\_\_\_, Managing  
Member

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF DAWSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ and \_\_\_\_\_ Chair and Secretary, respectively, of the Community Development Agency of Lexington, Nebraska, on behalf of the Agency.

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

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF DAWSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Managing Member of Legend Oaks II, LLC, on behalf of the limited liability company.

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



## EXHIBIT A

### DESCRIPTION OF PREMISES (REDEVELOPMENT AREA)

Property to be pledged with an effective date of January 1, 2015:

The land referred to is situated in the Replat of Block 3, Parkview Addition, an Addition to the City of Lexington, Dawson County, Nebraska and is described as follows:

All of Lots 13 and 14, and Lot 12, except that part described as follows: Beginning at the Northeast corner of Lot 11, (also the Northwest corner of said Lot 12); thence Easterly on the North line of said Lot 12 a distance of 65.96 feet to the Northeasterly corner of said Lot 12; thence Southerly on the East line of said Lot 12 a distance of 85.37 feet to a point of intersection of said east line and the South line of Lot 11 extended Easterly; thence Westerly on said South line extended a distance of 68.13 feet to the Southeast corner of Lot 11; thence Northerly on the East line of Lot 11 (also the West line of said Lot 12) to the point of beginning.

## EXHIBIT B

### Terms of Series A Bonds

Date of issuance: On or about November 1, 2013.

Interest rate: 0.00% per annum

Maturity date: December 31, 2029, subject to mandatory partial redemption as set forth in the Resolution

### Terms of the Series B Bonds

Date of issuance: On or about November 1, 2013.

Interest rate: 0.00% per annum

Maturity date: December 31, 2029, subject to mandatory partial redemption as set forth in the Resolution