

## REAL ESTATE DEVELOPMENT AGREEMENT

This Development Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LEXINGTON, NEBRASKA, hereinafter called "Agency", and Stanley W. and Stephanie A. Vodehnal, Husband and Wife, hereinafter called "Developer", whether one or more.

### 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 acquisition, development and rehabilitation of land to assist in the removal of blight and substandard conditions in the City of Lexington within the meaning of the Nebraska Community Development Law (the "Act");

WHEREAS, the Agency, after approval by the City Council pursuant to §18-2116 of the Act, has adopted a Redevelopment Plan (the "Plan") for the real estate shown on Exhibit A.

WHEREAS, the Plan provides for the transfer of property to developers conditioned on improvements being constructed on the property in order to eliminate blight and prevent recurrence of blight and substandard conditions in the City;

WHEREAS, the Agency has determined the fair value of the real estate pursuant to §18-2118 of the Act 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 the recurrence 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 Developer the real property described to-wit:

Lot 4, Replat of Southeast Second Addition to the City of Lexington, Dawson County, Nebraska.

Such conveyance is subject to the condition that the Developer shall commence construction on said real estate of a 6,000 square foot commercial building and associated off-street parking facilities, as described in in Exhibit A. Construction shall commence within 45 days of final approval of this Development Agreement. Developer shall complete construction within 180 days of the execution of this agreement.

The conveyance shall subject to restrictions and covenants of record.

Developer and their assigns shall be required, as a covenant running with the land, to maintain the exterior and roof of the structure on the real estate in its original condition, wear and tear excepted. Developer and their assigns shall promptly repair any damage or deterioration in the exterior of the building on the real estate. No junk, debris piles or other collection of materials shall be stored on the property. No unlicensed or inoperable vehicles shall be allowed to be stored on the real estate for any period of time.

#### Section 1.02 Installation of Access Paving

The Agency shall provide for the installation of driveway access along the lot frontage, without charge or special assessment to the Developer or the property.

#### 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 acquire land and construct a 6,000 square foot commercial building and associated off-street parking facilities, as described in Exhibit A. Improvements in excess of \$200,000.00 will be constructed upon the property within 6 months of taking possession, and that such improvements are a material element of this Agreement.

Completion of project is estimated by April 1, 2013.

#### 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.

Redeveloper agrees that any contractor providing services on the construction will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* (Supp. 2009), to determine the work eligibility status of new employees physically performing services on the Project.

#### TERMINATION:

Developer only shall have the right to terminate this Agreement, without liability, by giving notice to Agency on or before November 1, 2012. 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 agreement shall not be assigned by the Developer without the written consent of the Agency. The parties further agree that Agency interest in this agreement 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 the City of Lexington, Nebraska

Stanley W. and Stephanie A. Vodehnal  
Husband and Wife

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

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

\_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the foregoing instrument was acknowledged before me by \_\_\_\_\_, Chairman of the Community Development Agency of the City of Lexington, Nebraska.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_.

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

## EXHIBIT A

### PROJECT DESCRIPTION AND PLAN FOR VODEHNAL PROJECT

#### OVERVIEW:

The Developer intends to acquire, develop and rehabilitate the real estate described to-wit:

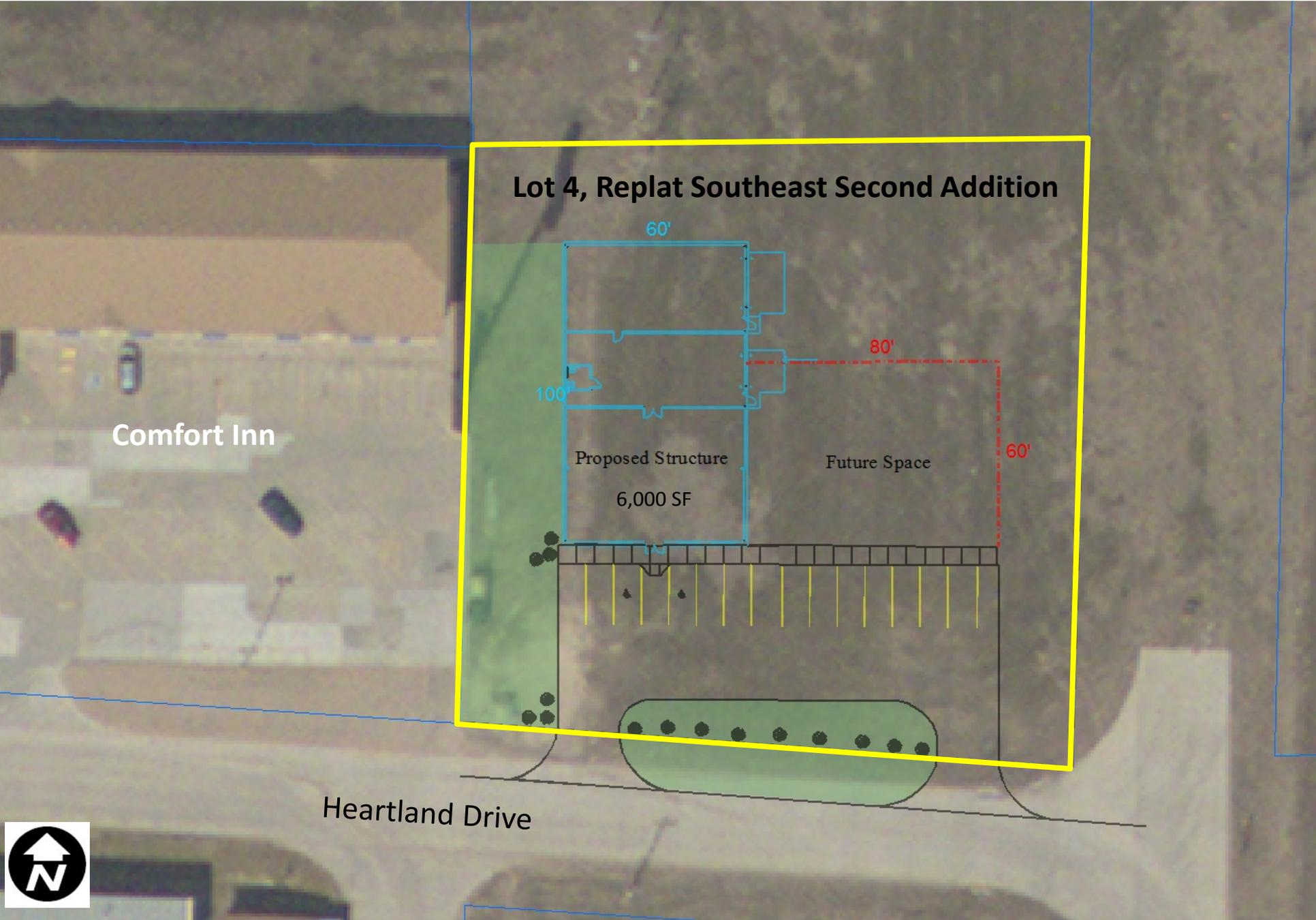
Lot 4, Replat of Southeast Second Addition to the City of Lexington, Dawson County, Nebraska.

Exhibit B 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 Developers without this assistance.

The Agency will convey needed property owned by the Agency to the Developer for project.

The Agency will rely on the City of Lexington to install incidental paving to serve the project.



**Lot 4, Replat Southeast Second Addition**

60'

100'

Proposed Structure

6,000 SF

80'

Future Space

60'

Comfort Inn

Heartland Drive

