

## 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 MRK, Inc., hereinafter called "Developer."

### 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 Community Development Law of the State of Nebraska;

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 the real property described to-wit:

The Northwest 15 acres of Lot 1, Wesleyan Addition, an Addition to the City of Lexington, Dawson County, Nebraska. (Lot 2, Replat of Wesleyan Addition)

Such conveyance shall be subject to the condition that the Developer shall commence construction on said real estate of a \_\_\_\_\_

\_\_\_\_\_. Construction shall commence within 45 days of final approval of this Development Agreement.

#### Section 1.02 Installation of Paving and Utilities

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.

In addition, the Agency shall provide extensions of electrical and sanitary sewer utility lines to the project without charge or special assessment.

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, as provided in this agreement.

OBLIGATIONS OF DEVELOPER:

Section 2.01 Construction of Project

Developer will acquire land and construct \_\_\_\_\_,  
further described in Exhibit A. Improvements in excess of \$500,000 will be constructed upon the property within 12 months of taking possession, and that such improvements are a material element of this Agreement

Completion of project shall be by \_\_\_\_\_.

Section 2.02 Non-Discrimination

Developer agrees and covenants for itself, its successors and assigns that as long as any loans from the Agency 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.

TERMINATION:

PURCHASER only shall have the right to terminate this Agreement, without liability, by giving notice to SELLER on or before \_\_\_\_\_, 2012.

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 contract shall not be assigned by the Developer without the written consent of the Agency. The parties further agree that Agency interest in this contract 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.

SELLER:  
Community Development Agency  
of the City of Lexington, Nebraska

PURCHASER:  
MRK, Inc.

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 \_\_\_\_\_, President of MRK, Inc.

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

## EXHIBIT A

### PROJECT DESCRIPTION AND PLAN FOR MRK, INC. PROJECT

#### OVERVIEW:

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

The Northwest 15 acres of Lot 1, Wesleyan Addition, an Addition to the City of Lexington, Dawson County, Nebraska. (Lot 2, Replat of Wesleyan Addition)

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 paving and utilities to serve the project.

#### THE DEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. Highway Commercial 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.

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 City will pay for the installation of paving, in accordance with the Development Contract.

**Sanitary Sewer Lines:** The City will pay for the installation sanitary sewer lines to the real property.

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

3. Development project boundaries: Exhibit B to the Development Agreement shows the boundaries of the project. The property is currently unimproved.
4. Proposed land use plan: Exhibit B shows the proposed land use plan after 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 not change for the area. Currently there is no residential occupancy.
6. Statement regarding change in street layouts: This Plan proposes no change in street layouts.
7. Site plan after development: Exhibit B is an accurate proposed site plan of the development project after development.
8. Statement as to the kind and number of additional public facilities or utilities required to support land use after development: Additional public utilities are required to support the proposed plan, as discussed above.

11. Estimated costs to be incurred by the Agency for the project are as follows:

City expenditures:

Paving and Sewer	<u>\$105,000.00</u>
Total	\$105,000.00

Financing of costs:

City of Lexington	<u>\$105,000.00</u>
Total	\$105,000.00