



# Community Redevelopment Authority (CRA)

**Monday, October 24, 2005**  
**Regular Meeting**

## **Item G1**

### **Habitat for Humanity Request**

Staff Contact: Chad Nabity

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into this 24th day of October, 2005, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority") and Grand Island Area Habitat for Humanity, Inc., a Nebraska Corporation ("Redeveloper").

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

WHEREAS, Authority is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and Members;

WHEREAS, Authority and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a project in the redevelopment area; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

### ARTICLE I

#### OBLIGATIONS OF THE AUTHORITY

Authority will loan to the Redeveloper, for the purpose of paying Project Costs, the amount of \$3,900.00.

### ARTICLE II

#### OBLIGATIONS OF REDEVELOPER

##### Section 2.01 Construction of Project; Insurance.

- (a) Redeveloper will acquire the project site described as follows:

Lot One (1), Weinert Subdivision, City of Grand Island, Hall County, Nebraska.

Redeveloper will cause the asbestos in the improvements on the site to be removed by a qualified contractor who performs the removal pursuant to the Federal and State regulations currently in effect. Redeveloper shall then cause the improvements on the site to be cleared and the premises prepared for construction. After a dwelling house is built on the premises and ownership transferred to a qualified family pursuant to

guidelines established by the Redeveloper, notice of completion shall be given to the Authority pursuant to subparagraph (b) of this section. If the Redeveloper sells the vacant lot or fails to complete construction of the dwelling house within five (5) years from the date of this agreement, Redeveloper agrees to repay the amount of this loan, without interest, upon notice of default by the Authority. If the Redeveloper complies with all of the terms of this agreement, the obligation to repay this loan shall be null and void.

(b) Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper. As used herein, the term "completion" shall mean substantial completion of the Project.

#### Section 2.02 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that 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. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper 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. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

### ARTICLE III

#### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 3.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this contract, 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 3.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Redevelopment Contract to the contrary, neither Authority, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the Authority and the City from, agrees that the Authority and the City shall not be liable for, and agrees to indemnify and hold the Authority and the City harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

This Redeveloper will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project Area during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether or not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project Area, or in anyway related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

### ARTICLE IV

#### MISCELLANEOUS

##### Section 4.01 Governing Law.

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

##### Section 4.02 Binding Effect, Amendment.

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

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

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF GRAND  
ISLAND, NEBRASKA

By \_\_\_\_\_  
Its Chair

ATTEST:

\_\_\_\_\_  
Secretary

GRAND ISLAND AREA HABITAT  
FOR HUMANITY, INC.,  
A Nebraska Corporation

By \_\_\_\_\_  
Dana Jelinek, Executive Director