

\$56.00

Dan Galte

REGISTER OF DEEDS

1999 AUG 12 A 9:49

INST. NO 99

044402

BLOCK

CODE

~~MUFF~~

CHECKED

ENTERED

~~EDITED~~

EDITED

\$56.00

RESOLUTION NO. PC- 00517

1 A RESOLUTION accepting and approving the plat designated as **MUFF 2ND**
2 **ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning Depart-
3 ment of the City of Lincoln, Nebraska, upon certain conditions herein specified and
4 providing for sureties conditioned upon the strict compliance with such conditions.

5 WHEREAS, **M & S Construction, Inc., a Nebraska corporation**, owner of
6 a tract of land legally described as:

7 Outlot "A", Muff Addition and Lot 90 I.T., all located in the
8 Southwest Quarter of Section 27, Township 10 North, Range
9 6 East of the 6th P.M., Lancaster County, Nebraska and more
10 particularly described as follows:

11 Beginning at the southwest corner of said Lot 90 I.T.; thence
12 on an assumed bearing, north 00 degrees 30 minutes 46
13 seconds west along the west line of said Lot 90 I.T., a distance
14 of 1300.86 feet to the northwest corner of said Lot 90 I.T., said
15 point also being the northeast corner of Outlot "B", Susan
16 Subdivision; thence south 89 degrees 49 minutes 38 seconds
17 east along the north line of said Lot 90 I.T., a distance of
18 175.80 feet to the northeast corner of said Lot 90 I.T., said
19 point also being the northwest corner of Lot 105 I.T.; thence
20 south 00 degrees 27 minutes 31 seconds east along the east
21 line of said Lot 90 I.T., a distance of 684.68 feet to the
22 northwest corner of said Muff Addition; thence south 00
23 degrees 28 minutes 26 seconds east along the east line of
24 said Lot 90 I.T., a distance of 474.81 feet to a point of
25 deflection, said point also being the southwest corner of said
26 Muff Addition; thence south 00 degrees 53 minutes 04
27 seconds east along the east line of said Lot 90 I.T., a distance
28 of 140.83 feet to the southeast corner of said Lot 90 I.T.;
29 thence north 90 degrees 00 minutes 00 seconds west along
30 the south line of said Lot 90 I.T., a distance of 175.74 feet to
31 the true point of beginning, said tract contains a calculated
32 area of 227,948.01 square feet, or 5.23 acres more or less;

33 together with:

34 Beginning at the southwest corner of Outlot "A" of said Muff
35 Addition; thence on an assumed bearing, north 00 degrees 28

1 minutes 26 seconds west along the west line of said Outlot "A",
2 a distance of 163.35 feet to the northwest corner of said Outlot
3 "A"; thence north 89 degrees 55 minutes 12 seconds east
4 along the north line of said Outlot "A", a distance of 124.18 feet
5 to the northeast corner of said Outlot "A"; thence south 00
6 degrees 04 minutes 48 seconds east along the east line of
7 said Outlot "A", a distance of 163.48 feet to the southeast
8 corner of said Outlot "A"; thence south 89 degrees 58 minutes
9 54 seconds west along the south line of said Outlot "A", a
10 distance of 123.06 feet to the true point of beginning, said tract
11 contains a calculated area of 20,201.29 square feet, or 0.46
12 acres more or less;

13 has filed said plat in the office of the Planning Department of the City of Lincoln, Nebraska,
14 with a request for approval and acceptance thereof; and

15 WHEREAS, it is for the convenience of the inhabitants of said City and for
16 the public that said plat be approved and accepted as filed.

17 NOW, THEREFORE, BE IT RESOLVED by the Lincoln City - Lancaster
18 County Planning Commission:

19 1. That the plat of **MUFF 2ND ADDITION** as an addition to the City of
20 Lincoln, Nebraska, filed in the office of the Planning Department of said City by **M & S**
21 **Construction, Inc., a Nebraska corporation**, as owner is hereby accepted and approved,
22 and said owner is given the right to plat said **MUFF 2ND ADDITION** as an addition to said
23 City in accordance therewith. Such acceptance and approval are conditioned upon the
24 following:

25 First: That said owner shall at its own cost and expense pay for all
26 labor, material, engineering, and inspection costs in connection with the construction of
27 street improvements, including the grading, paving, and installation of curb and gutter, curb
28 inlets, and storm drain laterals for all streets as shown on the approved final plat. The

1 construction shall be completed within two years following Planning Commission approval
2 of this final plat.

3 Second: That said owner shall at its own cost and expense pay for
4 all labor, material, engineering, and inspection costs in connection with the construction
5 of sidewalks along both sides of the streets within this final plat and along the north side
6 of West "A" Street abutting the final plat as shown on the final plat. The construction shall
7 be completed within four years following Planning Commission approval of this final plat.

8 Third: That said owner shall at its own cost and expense pay for all
9 labor, material, engineering, and inspection costs in connection with the construction of a
10 public water distribution system as shown on the approved preliminary plat. The
11 construction shall be completed within two years following Planning Commission approval
12 of this final plat.

13 Fourth: That said owner shall at its own cost and expense pay for all
14 labor, material, engineering, and inspection costs in connection with the construction of a
15 public wastewater collection system as shown on the approved preliminary plat. The
16 construction shall be completed within two years following Planning Commission approval
17 of this final plat.

18 Fifth: That said owner shall at its own cost and expense pay for all
19 labor, material, engineering, and inspection costs in connection with the construction of
20 drainage facilities as shown on the approved drainage study. The construction shall be
21 completed within two years following Planning Commission approval of this final plat.

22 Sixth: That said owner shall at its own cost and expense pay for all
23 labor, material, engineering, and inspection costs in connection with the installation of an

1 ornamental street lighting system as required by the preliminary plat for all streets shown
2 on this final plat. The construction shall be completed within two years following Planning
3 Commission approval of this final plat.

4 Seventh: That said owner shall at its own cost and expense pay for
5 all labor, material, and related costs in connection with the installation of street trees as
6 shown on the final plat. The planting shall be completed within four years following
7 Planning Commission approval of this final plat.

8 Eighth: That said owner shall at its own cost and expense pay for all
9 labor, material, and related costs in connection with the installation of a landscape screen
10 as shown on the approved landscape plan. The installation shall be completed within two
11 years following Planning Commission approval of this final plat.

12 Ninth: That said owner shall at its own cost and expense pay for all
13 labor, material, and related costs in connection with the installation of street name signs
14 as approved by the Public Works Department. This installation shall be completed within
15 two years following Planning Commission approval of this final plat.

16 Tenth: That said owner shall at its own cost and expense pay for all
17 labor, material, engineering, and inspection costs in connection with the placing of
18 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent
19 lot staking shall be completed before construction on or conveyance of any lot shown in
20 this final plat.

21 2. That this plat shall not be filed for record or recorded in the Office of the
22 Register of Deeds of Lancaster County and no lot shall be sold from this plat unless and
23 until said owner shall enter into a written agreement with the City which shall provide as
24 follows:

1 The owner, its successors and assigns agree:

2 a. To submit to the Director of Public Works for review and
3 approval a plan showing proposed measures to control sedimentation and erosion and the
4 proposed method to temporarily stabilize all graded land.

5 b. To protect the remaining trees on the site during construction
6 and development.

7 c. To pay all improvement costs.

8 d. To submit to lot buyers and home builders a copy of the soil
9 analysis.

10 e. To continuously and regularly maintain the street trees along
11 West "A" Street and the landscape screens.

12 f. To complete the private improvements shown on the preliminary
13 plat and community unit plan.

14 g. To maintain the outlots and private improvements on a
15 permanent and continuous basis. However, the owner may be relieved and discharged
16 of this maintenance obligation upon creating in writing a permanent and continuous
17 association of property owners who would be responsible for said permanent and
18 continuous maintenance. The owner shall not be relieved of such maintenance obligation
19 until the document or documents creating said property owners association have been
20 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

21 h. To relinquish the right of direct vehicular access to West "A"
22 Street from Lot 15.

23 i. To comply with the provisions of the Land Subdivision
24 Ordinance regarding land preparation.

1 j. To complete the permanent lot and block staking before
2 construction on or conveyance of any lot shown on this final plat.

3 3. That said owner shall, prior to adoption of this resolution, execute and
4 deliver to the City of Lincoln:

5 a. A bond or an approved escrow or security agreement in the
6 sum of \$39,000.00 conditioned upon the strict compliance by said owner with the
7 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

8 b. A bond or an approved escrow or security agreement in the
9 sum of \$8,400.00 conditioned upon the strict compliance by said owner with the conditions
10 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

11 c. A bond or an approved escrow or security agreement in the
12 sum of \$21,300.00 conditioned upon the strict compliance by said owner with the
13 conditions contained in paragraph designated "Third" of Paragraph 1 of this resolution.

14 d. A bond or an approved escrow or security agreement in the
15 sum of \$10,300.00 conditioned upon the strict compliance by said owner with the
16 conditions contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

17 e. A bond or an approved escrow or security agreement in the
18 sum of \$12,600.00 conditioned upon the strict compliance by said owner with the
19 conditions contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

20 f. A bond or an approved escrow or security agreement in the
21 sum of \$7,500.00 conditioned upon the strict compliance by said owner with the conditions
22 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

1 g. A bond or an approved escrow or security agreement in the
2 sum of \$4,730.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

4 h. A bond or an approved escrow or security agreement in the
5 sum of \$3,325.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Eighth" of Paragraph 1 of this resolution.

7 i. A bond or an approved escrow or security agreement in the
8 sum of \$115.00 conditioned upon the strict compliance by said owner with the conditions
9 contained in paragraph designated "Ninth" of Paragraph 1 of this resolution.

10 j. A bond or an approved escrow or security agreement in the
11 sum of \$1,800.00 conditioned upon the strict compliance by said owner with the conditions
12 contained in paragraph designated "Tenth" of Paragraph 1 of this resolution.

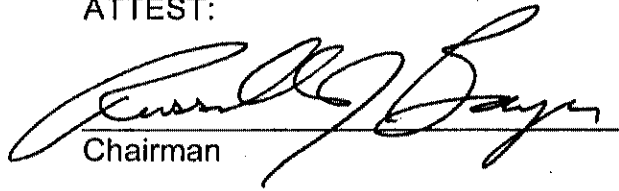
13 The bonds required above shall be subject to approval by the City Attorney.
14 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth
15 within the time specified in this resolution, the City may cause the required work to be
16 performed and recover the cost thereof from said owner and its surety.

17 4. Immediately upon the adoption of this resolution and receipt of the
18 written agreement required herein, the City Clerk shall cause the final plat and a certified
19 copy of this resolution together with said written agreement to be filed in the office of the
20 Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by said owner.

21 The foregoing Resolution was approved by the Lincoln City - Lancaster
22 County Planning Commission on this 28th day of July, 1999.

23 Dated this 28th day of July, 1999.

ATTEST:


Chairman

Approved as to Form & Legality:


Chief Assistant City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into by and between **M & S Construction, Inc. a Nebraska corporation**, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **MUFF 2ND ADDITION**; and

WHEREAS, the resolution approving said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **MUFF 2ND ADDITION**, it is agreed by and between Subdivider and City as follows:

1. To submit to the Director of Public Works for review and approval a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land.
2. The Subdivider agrees to protect the remaining trees on the site during construction and development.
3. The Subdivider agrees to pay all improvement costs.
4. The Subdivider agrees to submit to lot buyers and home builders a copy of the soil analysis.
5. The Subdivider agrees to continuously and regularly maintain the street trees along West "A" Street and the landscape screens.

ATTEST:

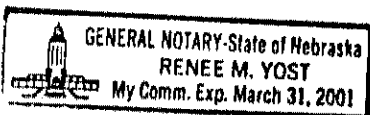
CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul Muff
City Clerk

Don Wesely
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of July, 1999, by Paul Muff, President of M & S Construction, Inc., a Nebraska corporation.



Renee M. Yost
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 6th day of August, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



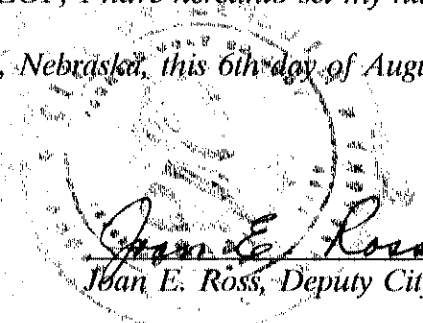
Judith A. Roscoe
Notary Public

CERTIFICATE

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:
CITY OF LINCOLN)

*I, Joan E. Ross, Deputy City Clerk of the City of Lincoln, Nebraska, do hereby certify that the above and foregoing is a true and correct copy of the plat designated as **Muff 2nd Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on July 28, 1999, as the original appears of record in my office and is now in my charge remaining as Deputy City Clerk.*

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Lincoln, Nebraska, this 6th day of August, 1999.



Joan E. Ross
Joan E. Ross, Deputy City Clerk

Ret to City Clerk