

LANCASTER COUNTY, NE.

Chas. Nette
REGISTER OF DEEDS

Nov 24 2 09 PM '99

\$55.50

INST. NO 99

062056

BLOCK
No Block
CODE
Muff 72
CHECKED
ENTERED
EDITED
+

EO 58764

RESOLUTION NO. PC- 00552

1 A RESOLUTION accepting and approving the plat designated as **MUFF 4TH**
2 **ADDITION** as an addition to the City of Lincoln, filed in the office of the Planning
3 Department 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 2nd Addition, located in the Southwest Quarter
8 of Section 27, Township 10 North, Range 6 East of the 6th
9 P.M., City of Lincoln, Lancaster County, Nebraska, and more
10 particularly described as follows:

11 Beginning at the southwest corner of said Outlot "A"; thence on
12 an assumed bearing north 00 degrees 30 minutes 46 seconds
13 west along the west line of said Outlot "A", a distance of
14 845.73 feet to the northwest corner of said Outlot "A"; thence
15 south 89 degrees 49 minutes 38 seconds east along the north
16 line of said Outlot "A", a distance of 175.80 feet to the north-
17 east corner of said Outlot "A"; thence south 00 degrees 27
18 minutes 31 seconds east along the east line of said Outlot "A",
19 a distance of 684.68 feet to a point of deflection; thence south
20 00 degrees 28 minutes 26 seconds east along an east line of
21 said Outlot "A", a distance of 29.97 feet to a point of deflection;
22 thence south 89 degrees 58 minutes 08 seconds west along
23 a south line of said Outlot "A", a distance of 30.00 feet to a
24 point of deflection; thence south 00 degrees 28 minutes 26
25 seconds east along an east line of said Outlot "A", a distance
26 of 129.32 feet to the southeast corner of said Outlot "A";
27 thence south 89 degrees 31 minutes 34 seconds west along
28 the south line of said Outlot "A", a distance of 145.03 feet to
29 the true point of beginning, said tract contains a calculated
30 area of 3.31 acres, or 144,284.29 square feet more or less;

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

City Clerk

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

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

5 1. That the plat of **MUFF 4TH ADDITION** as an addition to the City of
6 Lincoln, Nebraska, filed in the office of the Planning Department of said City by **M & S**
7 **Construction, Inc., a Nebraska corporation** as owner is hereby accepted and approved,
8 and said owner is given the right to plat said **MUFF 4TH ADDITION** as an addition to said
9 City in accordance therewith. Such acceptance and approval are conditioned upon the
10 following:

11 Section 1: That said owner shall at its own cost and expense pay
12 for all labor, material, engineering, and inspection costs in connection with the construction
13 of street improvements, including the grading, paving, and installation of curb and gutter,
14 curb inlets, and storm drain laterals for all streets as shown on the approved final plat. The
15 construction shall be completed within two years following Planning Commission approval
16 of this final plat.

17 Section 2: That said owner shall at its own cost and expense pay
18 for all labor, material, engineering, and inspection costs in connection with the construction
19 of sidewalks as shown on the final plat. The construction shall be completed within four
20 years following Planning Commission approval of this final plat.

21 Section 3: That said owner shall at its own cost and expense pay
22 for all labor, material, engineering, and inspection costs in connection with the construction
23 of a public water distribution system as shown on the approved preliminary plat. The

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

3 Section 4: That said owner shall at its own cost and expense pay
4 for all labor, material, engineering, and inspection costs in connection with the construction
5 of a public wastewater collection system as shown on the approved preliminary plat. The
6 construction shall be completed within two years following Planning Commission approval
7 of this final plat.

8 Section 5: That said owner shall at its own cost and expense pay
9 for all labor, material, engineering, and inspection costs in connection with the installation
10 of an ornamental street lighting system as required by the preliminary plat for all streets
11 shown on this final plat. The construction shall be completed within two years following
12 Planning Commission approval of this final plat.

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

17 Section 7: That said owner shall at its own cost and expense pay
18 for all labor, material, and related costs in connection with the installation of street name
19 signs as approved by the Public Works Department. This installation shall be completed
20 within two years following Planning Commission approval of this final plat.

21 Section 8: That said owner shall at its own cost and expense pay for
22 all labor, material, engineering, and inspection costs in connection with the placing of
23 permanent lot stakes at all corners of all lots and blocks of this final plat. The permanent

1 lot staking shall be completed before construction on or conveyance of any lot shown in
2 this final plat.

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

7 The owner, its successors and assigns agree:

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

11 b. To protect the remaining trees on the site during construction
12 and development.

13 c. To pay all improvement costs.

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

16 e. To complete the private improvements shown on the preliminary
17 plat and community unit plan.

18 f. To comply with the provisions of the Land Subdivision
19 Ordinance regarding land preparation.

20 g. To complete the permanent lot and block staking before
21 construction on or conveyance of any lot shown on this final plat.

22 h. To maintain the outlots and private improvements on a
23 permanent and continuous basis. However, the owner may be relieved and discharged

1 of this maintenance obligation upon creating in writing a permanent and continuous
2 association of property owners who would be responsible for said permanent and
3 continuous maintenance. The owner shall not be relieved of such maintenance obligation
4 until the document or documents creating said property owners association have been
5 reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

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

8 a. A bond or an approved escrow or security agreement in the
9 sum of \$24,500.00 conditioned upon the strict compliance by said owner with the
10 conditions contained in paragraph designated "First" of Paragraph 1 of this resolution.

11 b. A bond or an approved escrow or security agreement in the
12 sum of \$5,800.00 conditioned upon the strict compliance by said owner with the conditions
13 contained in paragraph designated "Second" of Paragraph 1 of this resolution.

14 c. A bond or an approved escrow or security agreement in the
15 sum of \$9,000.00 conditioned upon the strict compliance by said owner with the conditions
16 contained in paragraph designated "Third" of Paragraph 1 of this resolution.

17 d. A bond or an approved escrow or security agreement in the
18 sum of \$4,000.00 conditioned upon the strict compliance by said owner with the conditions
19 contained in paragraph designated "Fourth" of Paragraph 1 of this resolution.

20 e. A bond or an approved escrow or security agreement in the
21 sum of \$4,500.00 conditioned upon the strict compliance by said owner with the conditions
22 contained in paragraph designated "Fifth" of Paragraph 1 of this resolution.

1 f. A bond or an approved escrow or security agreement in the
2 sum of \$1,760.00 conditioned upon the strict compliance by said owner with the conditions
3 contained in paragraph designated "Sixth" of Paragraph 1 of this resolution.

4 g. A bond or an approved escrow or security agreement in the
5 sum of \$115.00 conditioned upon the strict compliance by said owner with the conditions
6 contained in paragraph designated "Seventh" of Paragraph 1 of this resolution.

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

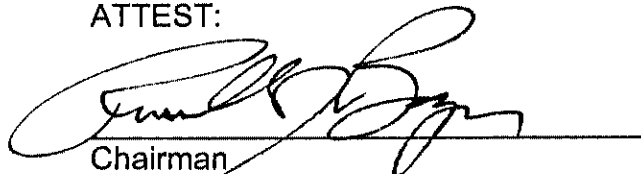
10 The bonds required above shall be subject to approval by the City Attorney.
11 In the event that said owner or its surety shall fail to satisfy the conditions herein set forth
12 within the time specified in this resolution, the City may cause the required work to be
13 performed and recover the cost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

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


18 The foregoing Resolution was approved by the Lincoln City - Lancaster
19 County Planning Commission on this 3rd day of November, 1999.

20 Dated this 3rd day of November, 1999.

ATTEST:


Chairman

Approved as to Form & Legality:



Chief Assistant City Attorney

A G R E E M E N T

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 4TH 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 4TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees 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 complete the private improvements shown on the preliminary plat and community unit plan.

6. The Subdivider agrees to comply with the provisions of the Land Subdivision Ordinance regarding land preparation.

7. The Subdivider agrees to complete the permanent lot and block staking before construction on or conveyance of any lot shown on this final plat.

8. The Subdivider agrees to maintain the outlots and private improvements on a permanent and continuous basis. However, the Subdivider may be relieved and discharged of this maintenance obligation upon creating in writing a permanent and continuous association of property owners who would be responsible for said permanent and continuous maintenance. The Subdivider shall not be relieved of such maintenance obligation until the document or documents creating said property owners association have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

9. That the agreements contained herein shall be binding and obligatory upon the heirs, successors and assigns of Subdivider.

Dated this 3rd day of November, 1999.

M & S CONSTRUCTION, INC.
a Nebraska corporation,

Janna Masick
Witness

Paul J Muff
Paul Muff, President

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

Paul M. Mager
City Clerk

Don Weezy
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

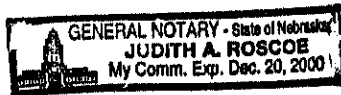
The foregoing instrument was acknowledged before me this 3rd day of November, 1999, by Paul Muff, President of M & S Construction, Inc., a Nebraska corporation.



Jonna Masek
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of November, 1999, by Don Wesely, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Judith A. Roscoe
Notary Public

C E R T I F I C A T E

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 4th Addition and the Agreement** as passed and approved by the Lincoln City-Lancaster County Planning Commission on November 3, 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 23rd day of November, 1999.



Joan E. Ross, Deputy City Clerk



Ret to City Clerk