



Application for Conditional Use Permit

- 1. Applicant's Name NUVIDIN NUV
- 2. Applicant's Address 618 N WASHINGTON ST
- 3. Applicant's Telephone Number 402-709-8475
- 4. Owner's Name NUVIDIN NUV
- 5. Owner's Address 619 N WASHINGTON ST #19
- 6. Owner's Telephone Number 402-709-8475
- 7. Purpose of Conditional Use Permit i want to live and rent
- 8. Present Zoning C2
- 9. Within City Limits yes Within Zoning Jurisdiction yes
- 10. Legal Description 00000127 N90FT W1/2 LOT 4 & S43 1/4FT N90 3/4FT LOT 5  
S43 1/4FT OF N90 3/4FT LOT 6 BLOCK 36 OT
- 11. Street Address of Property or Approximate Location  
618 N WASHINGTON ST LEXINGTON NE 68850
- 12. Site Plan (if applicable) yes

I/We the undersigned do hereby acknowledge that I/We do fully understand and agree to comply with the provisions and requirements for an application for a special use permit as described above. I/We the undersigned do hereby agree to allow City of Lexington employees or agents working for the City of Lexington, to enter the above referenced property as it pertains to this application.

NUVIDIN  
Signature of Owner

NUVIDIN  
Signature of Applicant

**Administrative Use Only**

Date Submitted 5/8/23  
Filing Fee \$100.00  
Cert. Of Ownership \_\_\_\_\_  
Date Sign Posted \_\_\_\_\_

Case Number \_\_\_\_\_  
Accepted By \_\_\_\_\_  
Date Advertised 5/27/23 CC  
Date of Public Hearing 6/7/23 CC; 6/27/23 CC

### **Section 6.08 Standards**

No conditional use permit shall be granted unless that Planning Commission or City Council has found:

- 6.08.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort or general welfare of the community.
- 6.08.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
- 6.08.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
- 6.08.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 6.08.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 6.08.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.
- 6.08.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.
- 6.08.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.
- 6.08.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.
- 6.08.010 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.
- 6.08.011 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.



107

705

700

205

701

701 1/2

W 7TH ST

E 7TH ST

618 N. Washington Street

110

106

202

206

104

624

100

104

617

623

620

108

112

N GRANT ST

614

615

616

607

612

613

614

N WASHINGTON ST

608

607

608

603

606

601

601

604

600

W 6TH ST

E 6TH ST

115

111

107

111

113

117

119

203

204



705  
C2  
701  
701 1/2  
C2  
107

700  
C2

C2  
205

W 7TH ST

E 7TH ST

C-2 Core Commercial Zoning

110  
106  
C2  
C2  
C2  
C2  
C2  
C2  
623  
615  
613

N WASHINGTON ST

C2  
100  
C2  
624  
C2  
620  
104  
618  
C2  
C2  
108  
112  
C2  
617  
616  
C2  
614

N GRANT ST

202  
206  
C2  
C2  
614  
612  
C2

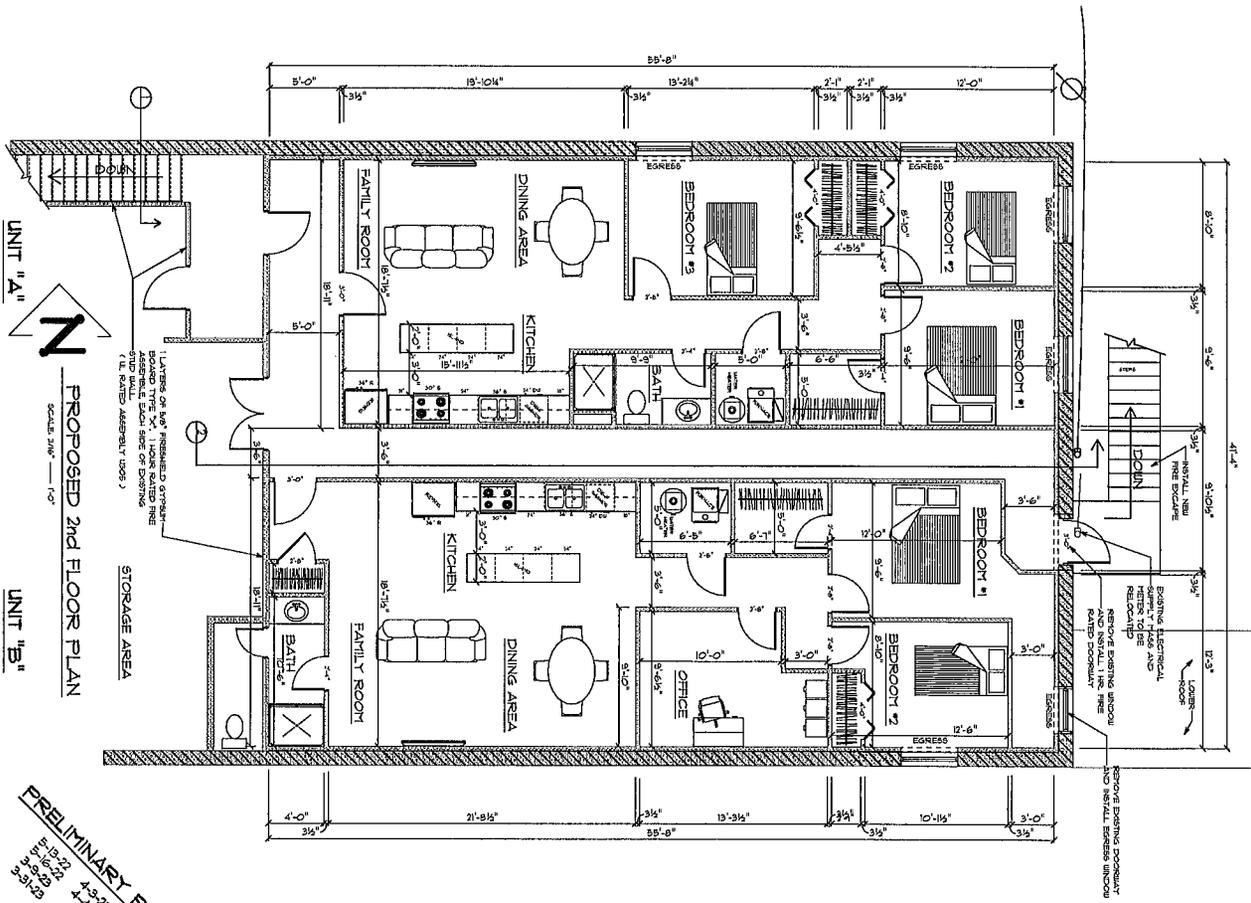
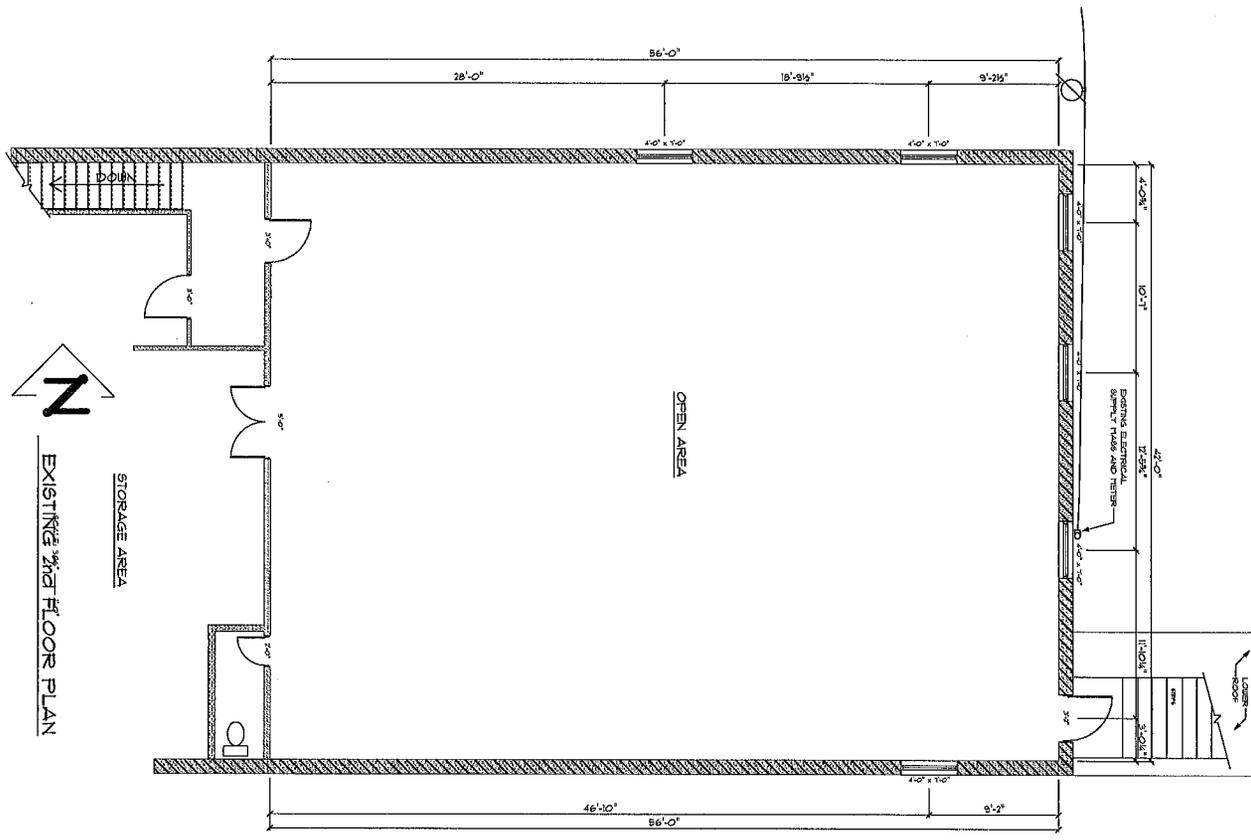
608  
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W 6TH ST

E 6TH ST

608  
C2  
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C2  
111  
113  
117  
119  
601

C2  
C2  
203



**PRELIMINARY PLAN**

11-10-22 4-3-23  
 11-10-22 4-3-23  
 11-10-22 4-3-23  
 11-10-22 4-3-23

**BE BRUNGARDT ENGINEERING, L.L.C.**  
 2015 VINE JANE - TRIPPLES RD. #100-206-265  
 CIVIL AND STRUCTURAL ENGINEERING  
 CERTIFICATE OF REGISTRATION 044242

**UPSTAIRS APARTMENT - REMODEL**  
 -- 616 - 618 N. WASHINGTON ST. -- LEXINGTON, NE --

PROJECT NO. P1023-03-22  
 DRAWN BY: TODD KOOPMAN  
 CHECKED BY: BRUNGARDT  
 DATE: 11-10-22

**TODKO**

NO.	REVISION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT

THIS DRAWING IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO THE ENGINEER.

**City of Lexington  
Conditional Use Permit**

**Conditional Use Permit for Multi-Family Dwelling**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Lexington, a municipal corporation in the County of Dawson, Nebraska (“City”) to, Nuridin Nur and Shamsa Socdal (“Owner”), pursuant to the Lexington Zoning Ordinance.

WHEREAS, Owner wishes to locate and operate a multi-family dwelling upon the property commonly known as 618 N Washington, Lexington, NE 68850, being a portion of the following legally described property of land within the City of Lexington zoning jurisdiction:

The North 90 feet of the West Half of Lot 4 and the South 43 ¼ feet of the North  
90 ¾ feet of Lots 5 and 6, Block 36, Original Town of Plum Creek, now City of  
Lexington, Dawson County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of developing a multi-family dwelling located in a C-2 Downtown Commercial District; and

WHEREAS, the Mayor and City Council of the City of Lexington make the following findings of fact in regards to the issuance of a conditional use permit: the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area, and such use is not in violation of any the standards set forth in Section 6.08 of the Lexington Zoning Ordinance dated February 11, 2014, and amended December 8, 2015; and

WHEREAS, the Mayor and City Council of the City of Lexington, based on the above findings of fact, are agreeable to the issuance of a conditional use permit to the Owner for such purposes, subject to the appropriate conditions, safeguards, and time limits hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area of the property described herein for a child care center, said use hereinafter being referred to as “Permitted Use or Use”.

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City or unless exempted herein.
2. In respect to the proposed Use:
  - a. Owner shall create fencing that shall be located no further to the north than the northern wall of the property known as 618 N. Washington Street, as shown on the attached Appendix B, incorporated herein.
  - b. A Certificate of Occupancy must be obtained before the premise may be occupied. All applicable local and state building codes must be obeyed.
  - c. Continued compliance with the standards set forth in Section 6.08 of the Lexington Zoning Ordinance.

- d. The structure shall not be enlarged, extended, or structurally altered except in accordance to the provisions contained herein.
  - e. Continued compliance with the sanitary sewer easement granted to the City of Lexington, filed of record October 2, 1978, in the Miscellaneous Records Book 83, Page 286, of the records of the Dawson County Register of Deeds, as well as continued compliance with the gas piping easement granted to Natural Gas Distributing Company and further conveyed, assigned, and sold to Kinder Morgan, Inc., recorded as Inst. 2007-1324, in the records of the Dawson County Register of Deeds. The applicant agrees and acknowledges his or her use is subject to the superior rights of said easements, including the right of ingress and egress, by the grantees of said easements, the right of maintaining, repairing, inspecting, or replacing pipelines by the grantees of said easements, and any and all other terms and conditions of the above described easements.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval;
  - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval;
  - c. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use;
  - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
4. Environmental Hazards. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

#### **Revocation of Permit**

1. Revocation for Non-Compliance. Revocation shall require that the City notify the Owner of any non-compliance, in writing, and provide the Owner 30 days to correct the issue(s). Failure to comply shall cause a public hearing to be scheduled before the City Council, to review the permit and the approved conditions and the failure to act by the Owner. If the Owner is found to be non-compliant, the City Council shall revoke the permit and the order the use to cease and desist. Failure to follow a cease and desist shall cause action to be filed in the District Court and the Owner shall be responsible for all damages, including costs and reasonable attorney fees, or any such other remedies as allowed by Nebraska law.
2. Revocation for Abandonment. Revocation may also occur if the City documents that the use has ceased operations for 12 consecutive months. The City shall notify the Owner in writing and the

permit shall be invalid within 30 days of such notice.

**Miscellaneous**

1. **Entire Understanding.** This Conditional Use contains the entire agreement of the parties relating to this matter. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by both parties
2. **Binding.** This Conditional Use, and all conditions stated herein, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.
3. **Waiver.** Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
4. **Indemnification.** Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
5. **Severability.** If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
6. **Notice.** Any notice to be given by City shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:**

**Nuridin Nur  
619 N. Washington Street  
Lexington, NE 68850**

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LEXINGTON

By \_\_\_\_\_  
John Fagot, Mayor

Attest:

\_\_\_\_\_  
Pam Baruth, City Clerk

**CONSENT AND AGREEMENT**

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

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

Title: owner/operator\_\_\_\_\_

Date: \_\_\_\_\_