PLANNING COMMISSION MEETING
MONDAY, March 16, 2020
City Council Chambers, 400 East Military Avenue, Fremont NE
PLANNING COMMISSION MEETING – 5:00 P.M.
AGENDA

1. Call to Order.

2. Roll Call.

3. Disclosure of Ex Parte communication regarding any item on the agenda.

4. Dispense with the reading and approve the minutes of the February 18, 2020 Meeting as prepared.

5. A request by the Planning Director for a text change to section 11-502.02; 11-504.02 D; and 11-920 "C Terms" of the UDC to define cemetery, permit it as a limited use in R, SR, AR and UR districts and to stipulate conditions under which it is allowed.

6. A request by Therese Hoyle for a Sign Plan for Lincoln Premium Poultry on property generally located at 1325 E. Cloverly Rd, Fremont, NE.

7. A request by Heather Carver for an amendment to the South Fremont Industrial redevelopment plan for the WholeStone Farms redevelopment project on property generally located at generally located at E. Cloverly Rd. and S. Platte Ave, Dodge County, NE.

8. A request by Jason Griffis for a Conditional Use Permit for seasonal campgrounds on three lots at the Emerson Estates Subdivision generally located on Lots 18, 23 and 42 at 720 Boulevard Street, Dodge County, NE.

9. A request by Hoppe & Son for the Bluestem Common Preliminary Plat consisting of 69 attached duplex/triplex lots, 65 row house lots, 8 apartment buildings containing a maximum of 34 units each, a mixed use lot for a clubhouse and commercial uses, and two outlots for entry signage and storm water detention/neighborhood park area on property generally located at Luther Rd and County Rd T, Dodge County, NE.

10. A request by Hoppe & Son for the Bluestem Common Final Plat consisting of two outlots; a mixed use lot for a clubhouse and commercial uses; and, 103 lots for duplex, triplex and row house units on property generally located at Luther Rd and County Rd T, Dodge County, NE.

11. Adjournment.

THIS MEETING WAS PRECEDED BY PUBLICIZED NOTICE IN THE FREMONT TRIBUNE, THE AGENDA DISPLAYED IN THE LOBBY OF THE MUNICIPAL BUILDING AND POSTED ONLINE AT WWW.FREMONTNE.GOV IN ACCORDANCE WITH THE NEBRASKA OPEN MEETINGS ACT, A COPY OF WHICH IS POSTED CONTINUALLY IN THE COUNCIL CHAMBERS FOR PUBLIC INSPECTION, AND SAID MEETING IS OPEN TO THE PUBLIC. A COPY OF THE AGENDA WAS ALSO KEPT CONTINUALLY CURRENT AND AVAILABLE TO THE PUBLIC IN THE PRINCIPLE OFFICE OF THE DEPARTMENT OF PLANNING, 400 EAST MILITARY AVENUE. THE PLANNING COMMISSION RESERVES THE RIGHT TO ADJUST THE ORDER OF ITEMS ON THIS AGENDA.

PLANNING COMMISSION MINUTES
February 18, 2020
5:00 p.m. Special Meeting

Chairman Dev Sookram called the special meeting to order at 5:00 p.m. He stated that a copy of the Open Meetings Act is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Chairman Sookram and Commissioners, Borisow, Sawyer, Nielsen, Gifford, Landholm and Nielsen present; Carlson and Horeis were absent. Six Commissioners present – a quorum was established.

Chairman Sookram read the item: disclosure of Ex Parte communication regarding any item on the agenda into the record. None of the commissioners disclosed any ex parte contacts.

Chairman Sookram read the item: dispense with the reading of the minutes of the January 17th, 2020 Planning Commission meeting as prepared into the record. Borisow moved to approve the minutes, seconded by Sawyer. By a roll call vote, Sookram, Borisow, Sawyer, Nielson, Gifford, Landholm and Nielsen voted in favor, the motion carried 6-0.

Chairman Sookram read the item: A request by Heather Carver on behalf of Chris Venteicher to annex property consisting of approximately 41.86 acres generally located at E. Cloverly Rd. and S. Platte Ave. into the City of Fremont. Chairman Sookram opened the public hearing. Attorney Tom Huston spoke on behalf of the applicant. No one else spoke in favor or against the proposal. Chairman Sookram closed the public hearing. Commissioner Gifford moved to recommend approval of the annexation. Commissioner Landholm seconded the motion. By a roll call vote, Commissioners Nielson, Sawyer, Landholm, Borisow, Gifford and Sookram voted in favor, the motion carried 6-0.

Chairman Sookram read the item: A request by Hoppe & Son for a Change of Zone from R to PD for the Bluestem Common Planned Development consisting of 69 attached duplex/triplex lots, 65 row house lots, 8 apartment buildings containing a maximum of 34 units each, a mixed use lot for a clubhouse and commercial uses, and two outlots for entry signage and storm water detention/neighborhood park area. Chairman Sookram opened the public hearing. Several individuals spoke in support citing the need for housing for the work force in Fremont. Several individuals spoke in opposition citing concerns about density, traffic, and the lack of detached single family units. Chairman Sookram closed the public hearing. After planning commission discussion, Commissioner Gifford moved to recommend approval. Commissioner Landholm seconded the motion. By a roll call vote, Commissioners Nielson, Landholm, Borisow, Sookram and Gifford voted in aye; Commissioner Sawyer voted nay. The motion carried 5-1.

Chairman Sookram read the item: A request by Steve Dodd on behalf of Rawhide Land Partnership for a Change of Zone from R, Rural to SR, Suburban Residential on property generally located at the extension of Jones Drive and Armour Drive. Commissioner Gifford expressed that he had a conflict of interest and left the room. Chairman Sookram opened the public hearing. No one appeared in support or opposition of the item. Commissioner Sookram closed the public hearing. Commissioner Landholm moved to approve the change of zone, seconded by Commissioner Borisow. By a roll call vote, Commissioners Landholm, Borisow, Nielson, Sawyer and Sookram voted in favor, Commissioner Gifford abstained. The motion carried 5-0 with one abstention.

DRAFT

Chairman Sookram read the item: A request by Steve Dodd on behalf of Rawhide Land Partnership for the Country Club Estates 6th Addition Final Plat consisting of 18 lots on property generally located at the extension of Jones Drive and Armour Drive. Commissioner Gifford recused himself due to a conflict of interest. Commissioner Sookram opened the public hearing. Commissioner Sookram closed the public hearing. Commissioner Sayer moved to recommend approval to the final plat, seconded by Landholm. By a roll call vote, Commissioners Sawyer, Nielson, Borisow, Landholm and Sookram voted aye, Gifford abstained. The motion carried 5-0 with one abstention.

Commissioner Gifford re-entered the room at approximately 6:45.

Chairman Sookram read the item: A request by H Rentals of Fremont L.L.C. for a conditional use permit for a childcare facility on property located at 749 N. William Ave. Chairman Sookram opened the public hearing. One individual spoke expressing concerns about traffic. The operator of the childcare facility spoke and replied to the concerns about traffic. The Public Works Director noted that the driveway width will need approval of City Council. Chairman Sookram closed the public hearing. Commissioner Sawyer moved to recommend approval with conditions, seconded by Commissioner Gifford. By a roll call vote, Commissioners Nielson, Landholm, Sawyer, Borisow, Sookram and Gifford voted aye, the motion carried 6-0

Chairman Sookram read the item: A request by the Director of Public Works to review the 1 & 6 year Road Program for conformity with the Comprehensive Plan. Chairman Sookram opened the Public Hearing. Public Works Director Goedeken outlined the program and responded to the questions of the Planning Commissioners. Chairman Sookram closed the public hearing. Commissioner Borisow moved to find the program in conformance with the Comprehensive Plan. The motion was seconded by Commissioner Landholm. By a roll call vote, Commissioners Nielson, Sawyer, Landholm, Borisow, Sookram and Gifford voted aye. The motion carried 6-0.

Chairman Sookram stated he would entertain a motion to adjourn the meeting. It was moved by Commissioner Landholm and seconded by Commissioner Borisow to adjourn the meeting. By roll call vote, Borisow, Nielson, Landholm, Sawyer, Sookram and Gifford all voting aye. The motion carried 6-0. Meeting was adjourned at approximately 6:57 p.m.

APPROVED

_____

Dev Sookram, Chairman

ATTEST

_____

Jennifer Dam, Director of Planning

DRAFT

STAFF REPORT

TO: Planning Commission

FROM: Jennifer L Dam, AICP

DATE: March 16, 2020

SUBJECT: Change to UDC to allow Cemeteries

Recommendation: Recommend Approval to City Council.

Background:
The prior Zoning Ordinance allowed Cemeteries as a permitted use in all residential districts except the Residential Lake (RL) district.

Cemeteries were inadvertently omitted as a use in the UDC.

This proposal would allow cemeteries as Limited uses in Rural, Suburban Residential, Auto Urban Residential and Urban Residential districts, as well as in the Suburban Commercial and General Commercial districts.

This proposal stipulates the following requirements as limitations on the use in those districts:

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.
2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.
3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.
4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

Finally, this proposal defines cemeteries as follows:

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

Fiscal Impact: N/A

Sec. 11-502.02. - Institutional, recreation, and amusement uses.

Set out in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , is the permitted, limited, conditional, and prohibited institutional, recreation, and amusement uses in each district. Refer to Section 11-600, *Development Yield and Lot Standards* , for applicable district intensity and development standards.

Table 11-502.02.
Institutional, Recreation and Amusement Uses

Land Use	Zoning Districts														
	Residential					Commercial			Industrial				Special		
	R	SR	AR	UR	MH	SC	GC	DC	BP	LI	GI	AV	CU	PO	PD
Institutional Uses															
Adult Day Service	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Ambulatory Surgery Center/Health Clinic/Hospital	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Assisted Living Facility/Nursing Home (i.e. intermediate care facilities, nursing facilities, and skilled nursing facilities)	-	-	-	C	-	L	P	L	C	-	-	-	-	-	C
Cemetery	L	L	L	L		L	L								
Child Care Center	C	C	C	C		C	C	C	C				C		C
Civic Club/Private Club	C	C	C	C	-	L	P	P	L	C	-	-	P	-	C
College/University/Vocational School	-	-	-	C	-	L	P	L	C	-	-	-	P	-	C
Educational Facility (i.e. preschools, elementary schools, middle/junior high schools, and high schools)	L	P	P	P	-	P	P	L	C	-	-	-	P	-	C
Mental Health Center/Substance Abuse Treatment Center	-	-	-	C	-	C	L	C	C	-	-	-	-	-	C

(Ord. No. 5453, 7-31-18)

Sec. 11-504.02. - Institutional, recreation, and amusement use standards.

The standards of this section apply to institutional, recreation, and amusement uses that are specified in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , as limited ("L") or conditional ("C").

Institutional Uses

A. Adult Day Services and Child Care Centers are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

2. Primary access to the site is from a collector or arterial roadway;

3. Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise; and

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

B. Ambulatory Surgery Centers, Health Clinics, and Hospitals are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

2. Primary access to the site is from a collector or arterial roadway;

3. Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise; and

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

C. Assisted Living Facilities and Nursing Homes are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, SR, AR, MH, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;

2. Primary access to the site is from a collector or arterial roadway;

3. Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise; and

4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.

2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of

parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.

3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.

4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

ARTICLE 9. - WORD USAGE AND DEFINITIONS

Sec. 11-900. - Word Usage.

The word "shall" is mandatory; the word "may" is permissive. The particular shall control the general. Words used in present tense shall include the future, and words used in the singular include the plural, and plural the singular, unless the context clearly indicates the contrary. Unless otherwise identified herein, terms shall include their related forms. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. All public officials, bodies and agencies to which reference is made are those of the city, unless otherwise indicated. The City of Fremont shall be the city.

Secs. 11-901—11-909. - Reserved.

Secs. 11-911—11-919. - Reserved.

Sec. 11-920. - Definitions.

C Terms

Campground. An area used for transient occupancy or lodging in tents, travel trailers, recreational vehicles ("RV"), campers, or other similar forms of shelter. This definition includes the term "RV Park."

Canopy Sign. A sign that is located or printed on a canopy.

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

Staff Report

TO: Planning Commission

FROM: Jennifer Dam, Planning Director

DATE: March 16, 2020

SUBJECT: Lincoln Premium Poultry Sign Plan

Recommendation: Approval

Background:

Lincoln Premium Poultry is proposing a sign plan for its campus that consists of a wall sign on the processing plant along with a series of wayfinding signs.

The criteria in 11-827.02 specify that the number, types, maximum size and materials may be adjusted with an approved sign plan.

The sign regulations in Table 11-825.01.02 allows one sign of 2 square feet of signage per lineal foot of building frontage per tenant per frontage for a wall sign. The wall sign that is proposed meets the requirements.

Wayfinding signage is not addressed in the UDC. The proposed signs provide direction to employee parking, deliveries, scales, check in/check out, and so forth. The proposed signs and locations are attached. The largest sign will be approximately 16 square feet. The signs will be 5 feet high.

Section 11-827 of the UDC provides that a Sign Plan Program can be approved as an alternate to the requirements of Section 11-820.

Section 11-827.01 states that the purpose of a sign program alternative is to allow for "unified presentation of signage throughout a lot or tract for development, flexibility to provide for unique environments, and pre-approval of designs and design elements to make subsequent applications for sign permits more efficient."

The approval criteria are that the Planning Commission may approve a sign plan if it "results in a substantially improved, comprehensive, and unified proposal compared to what is allowed through strict compliance with the sign regulations of this section."

The contents of the sign plan are to include the sign locations, heights and dimensions, material colors, illumination, illumination levels, a design theme, and a demonstration that the sign plan will improve the aesthetics of the development, per 11-827.01B. The

proposed information is attached, however we do need the illumination levels of the proposed signage.

The scale of the proposed signs is appropriate.

The proposed sign plan does not have an adverse impact on the adjacent property or the community. Rather, it provides needed direction for the large scale of the facility and the number of buildings.

Section 11-827.02A allows a deviation from “the standards of this section in terms of the types and numbers of signs allowed, the maximum sign area, and materials and illumination standards (including changeable copy message centers), subject to compliance with a sign plan that is approved according to criteria set out in this subsection.”

Section 11-827.02.D states:

1. “All signs shall be architecturally integrated into or complimentary to the design of the building and character of the site, and shall use similar and coordinated design features, materials and colors. The sign plan shall establish an integrated architectural vocabulary and cohesive theme for the lot or tract proposed for development.

2. The design, character, location, and/or materials of all detached and attached signs proposed in a sign plan shall be demonstrably more attractive than signs otherwise permitted on the tract proposed for development under the minimum standards of this subsection.”

11.827.02.F.1 states:

“The height, area, number and location of signs permitted through the sign plan shall be determined by the planning commission based on the following criteria:

a. The overall size of the lot or tracts proposed for development and the scale of the use or uses located or anticipated to be located there:”

   The proposed signs are in scale with the size of the proposed building

b. “Relationship between the building setback and sign location (additional signage may be appropriate for buildings with less visibility, particularly where buffering is providing an aesthetic and/or environmental benefit to the city);

c. Intended traffic circulation pattern and the need for way-finding”

   The signage is needed to help traffic circulation and wayfinding.

d. “Hierarchy of signage”

The hierarchy of signage is appropriate

e. “Relationship between the site and adjacent uses”

The site is in an industrial area on a large site. The wall signage is appropriate and wayfinding signage is needed.

f. “The desired function of the site”

The site is an industrial plant.

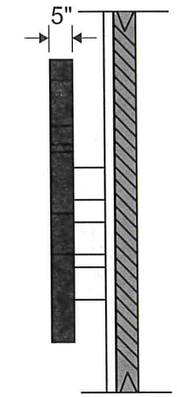
g. “Consistency with the objectives and design policies of the comprehensive plan”

The proposed signage is consistent with the comprehensive plan.

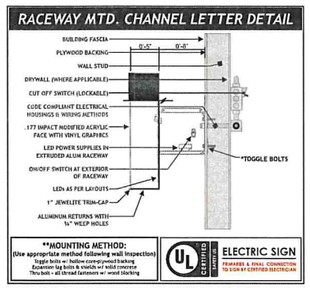
Recommendation: Approval

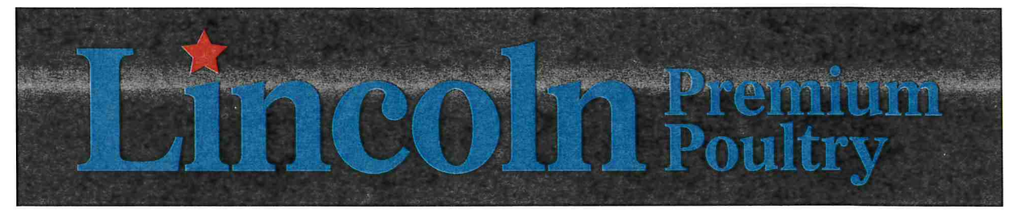
RECIEVED 2/26/20

Scale: 3/8"=1'-0"



SIDE VIEW





NIGHT VIEW

FABRICATE AND INSTALL (1) ONE NEW SET OF INTERNALLY ILLUMINATED CHANNEL LETTERS ON RACEWAY.

BACKS: .063 WHITE ALUMINUM

RETURNS: 5" .050 BLACK LETTER COIL

FACES: 3/16" 7328 WHITE ACRYLIC WITH BLUE AND RED TRANSLUCENT VINYL APPLIED

TRIM CAP: 3/4" AND 1" BLACK JEWELITE

ILLUMINATION: WHITE HANLEY L.E.D. OPERATING ON REMOTE POWER SOURCE LOCATED IN RACEWAY

RACEWAY: EXTRUDED ALUMINUM PAINTED TO MATCH BUILDING FASCIA

PROPOSED SIGN | Approximate Scale: 1/8"=1'-0"

NSIGN NEBRASKA & COVER-IT

CLIENT Lincoln Premium Poultry

LOCATION Fremont, Nebraska 68025

SCALE 1/2"=1'-0"

DATE 2/20/2020

REVISION # N/A

CUSTOMER APPROVAL

SIGNATURE DATE

This is an unpublished piece by Nebraska Sign and Cover-It submitted for your approval. Reproduction is prohibited without the permission of Nebraska Sign and Cover-It © 2020.

A

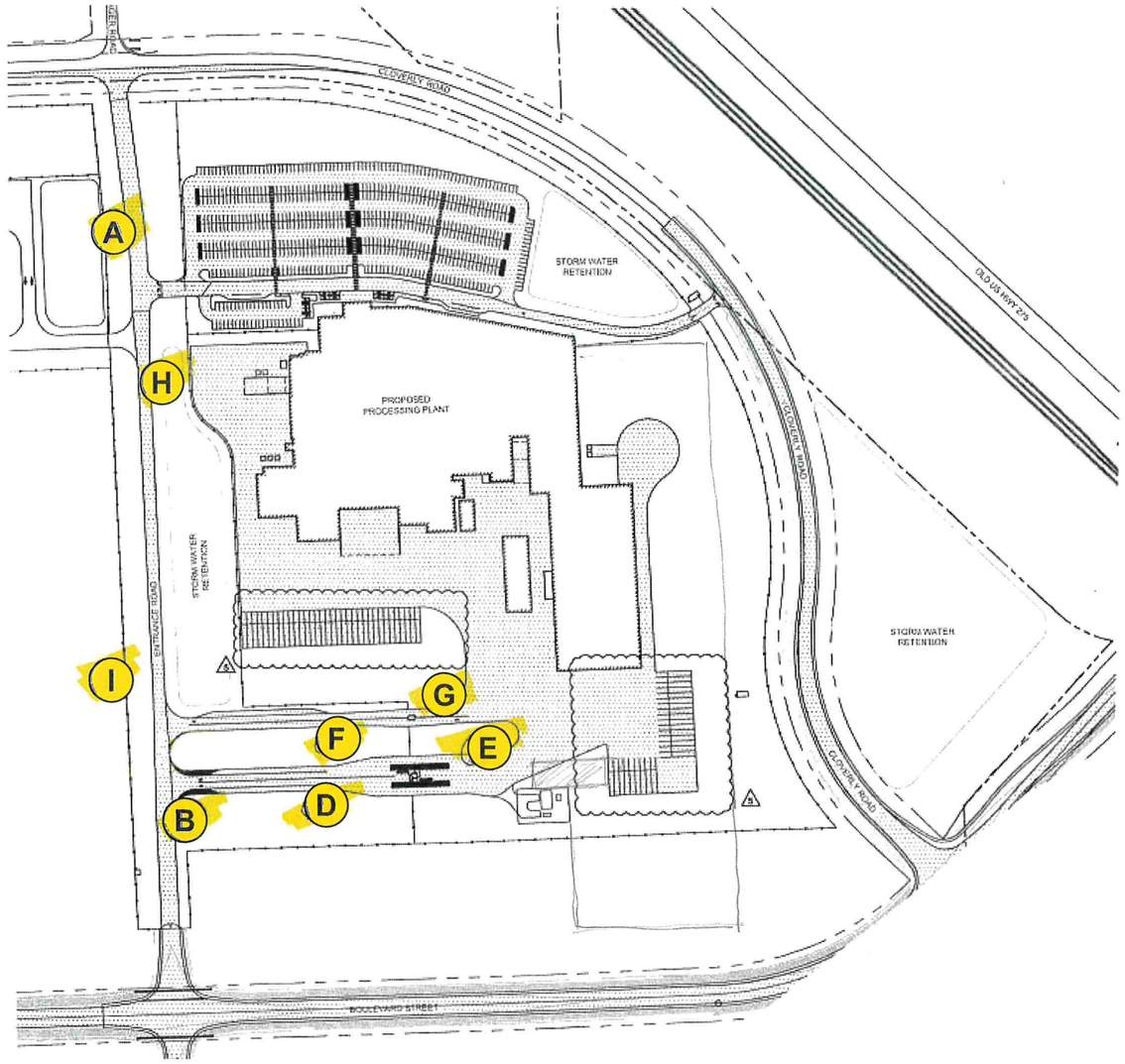
Lincoln Premium Poultry

- Hatchery
- Employee and Visitor Parking (NO TRUCKS)
- Processing Plant Deliveries
- Refrigeration
- Rendering
- Live Receiving

B

Lincoln Premium Poultry

- Refrigeration
- Rendering
- Live Receiving
- Processing Plant Deliveries
- Hatchery Deliveries
- Employee and Visitor Parking



H

Lincoln Premium Poultry

- Hatchery
- Employee and Visitor Parking (NO TRUCKS)

I

Lincoln Premium Poultry

- Processing Plant Deliveries
- Refrigeration
- Rendering
- Live Receiving
- Feed Mill

D

Lincoln Premium Poultry

Scale Entrance

All vehicles must stop and check-in.

E

Lincoln Premium Poultry

Scale Exit

All vehicles must stop and check-out.

F

Lincoln Premium Poultry

All vehicles must stop and check-in.

G

Lincoln Premium Poultry

All vehicles must stop and check-out.

NEBRASKA SIGN & COVER-IT

CLIENT Lincoln Premium Poultry

LOCATION

Fremont, Nebraska 68025

SCALE N/A

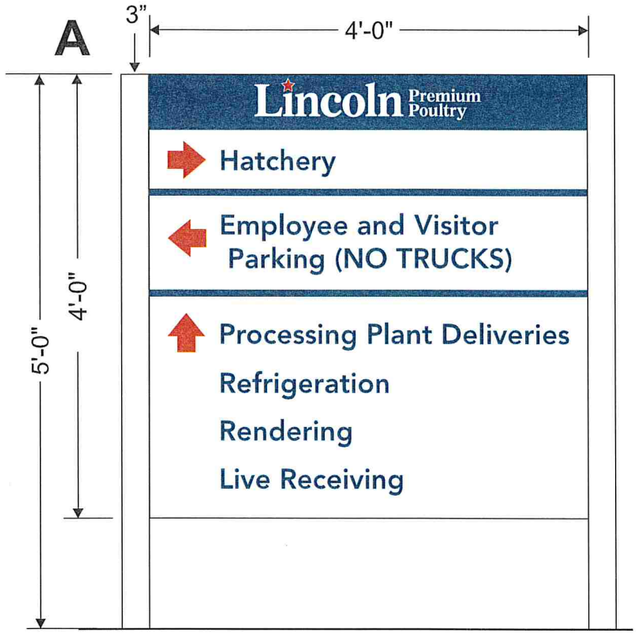
DATE 2/26/2020

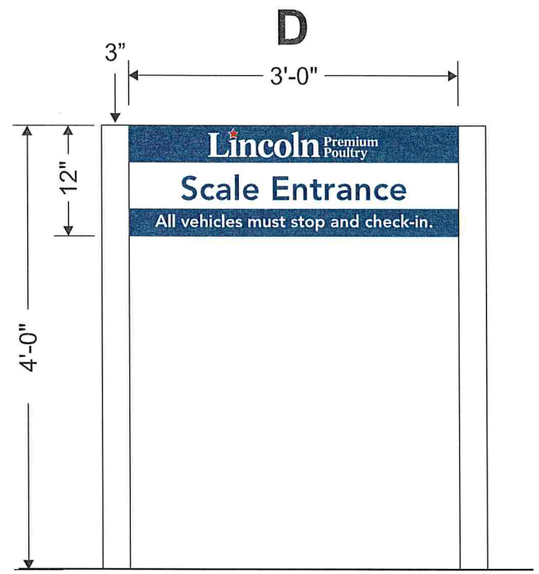
REVISION # 5

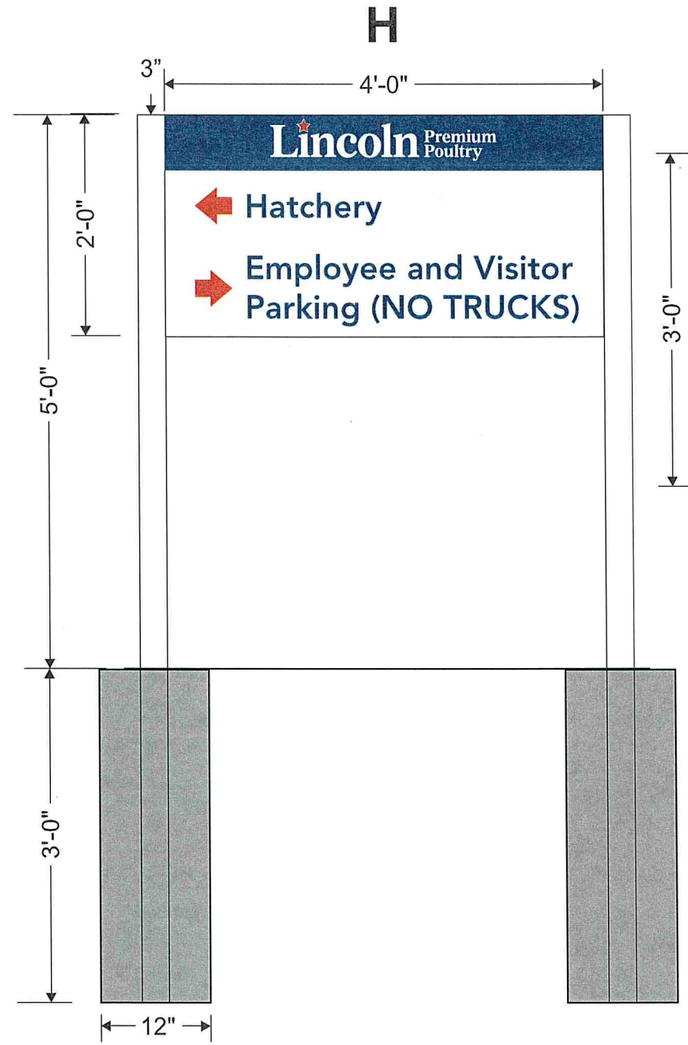
CUSTOMER APPROVAL

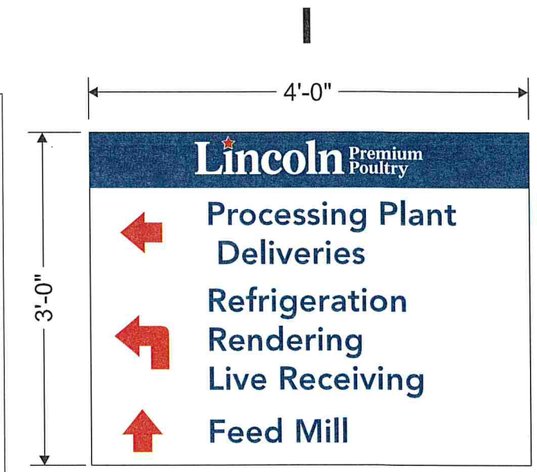
SIGNATURE DATE

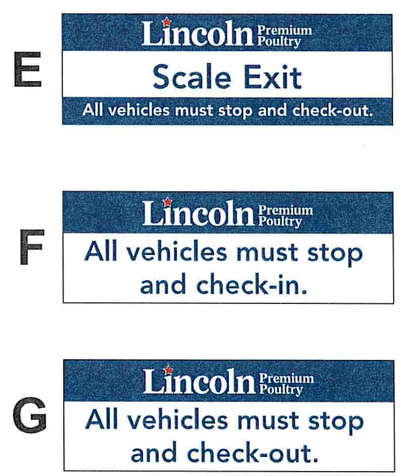
This is an unpublished piece by Nebraska Sign and Cover-It submitted for your approval. Reproduction is prohibited without the permission of Nebraska Sign and Cover-It © 2020.











FABRICATE AND INSTALL (8) EIGHT NEW SINGLE SIDED WAYFINDING SIGNS.

PANELS TO BE OF 3" DEEP WHITE EXTRUDED ALUMINUM. FACES TO BE 4 COLOR PRINTED ON 3M WHITE REFLECTIVE AND LAMINATED TO ACM.

POSTS TO BE 3" X 3" WHITE ALUMINUM TUBE.

FOUNDATION TO BE 12" X 36" DEEP DIRECT BURIAL CONCRETE.

NEBRASKA SIGN & COVER-IT

CLIENT Lincoln Premium Poultry
LOCATION 320 North Main Street
Fremont, Nebraska 68025

SCALE 3/8"=1'-0"
DATE 2/26/2020
REVISION # 5

CUSTOMER APPROVAL

SIGNATURE DATE

This is an unpublished piece by Nebraska Sign and Cover-It submitted for your approval. Reproduction is prohibited without the permission of Nebraska Sign and Cover-It © 2020.

Staff Report

TO: Planning Commission

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 16, 2020

SUBJECT: Request for Amendment to the South Fremont Redevelopment Plan

---

Recommendation: Recommend approval of the redevelopment plan amendment and adoption of the findings to the Community Development Authority and the City Council.

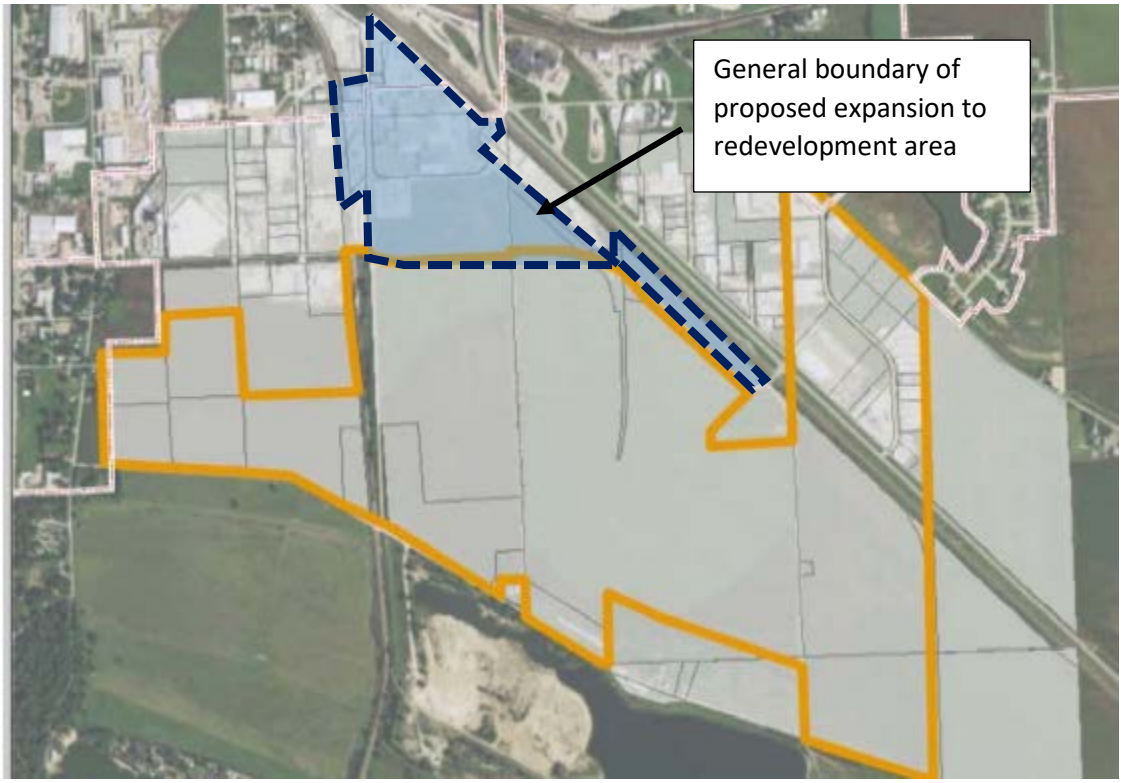
Background:

This is a request for an amendment to the South Fremont Industrial Redevelopment Plan to expand the redevelopment area and include the WholeStone Farms project.

The South Fremont Industrial Redevelopment area was declared blighted and substandard by the Fremont City Council on July 12, 2016 by Resolution #2016-116.

The South Fremont Redevelopment Plan was approved July 19, 2016 by Resolution #2016-123.

This proposal expands the redevelopment plan area to include the property owned and operated by WholeStone Farms as shown generally on the map below, and more specifically in the attached plan.



The area for which projects are proposed consists of approximately 62.4 acres that have been mostly developed with industrial uses and parking lots.

18-2103(28) of the Nebraska Revised Statutes defines what work may be included in a redevelopment project, including land acquisition, installation of public improvements, preparation of the plan, and survey work, among other things.

The industrial use of the property is consistent with the Comprehensive Plan, which designates the area for Commercial Uses on the Future Land Use Map.

The plan notes that WholeStone has initiated a $31,000,000 rehabilitation project that will construct a CO_2 stun facility, additional office space, a carcass cooler and employee wellness facilities. It is anticipated that these improvements will increase annual property taxes in the realm of $220,000.

The proposed Redevelopment Project plan notes that the Redeveloper will incur costs of over $80,000,000 for the acquisition and installation of equipment as part of the project. However, those improvements are not economically viable without the use of tax increment financing (TIF) for eligible public improvements.

The plan states that the needed improvements include:

> … installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act

The proposed Redevelopment Plan includes “Exhibit E” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states that the “Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to nine phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax increment financing resources available for critical public improvements in the Redevelopment Area.”

The total project improvements are estimated to be $300,000,000 to expand the plant and upgrade the facilities.

The private improvements include approximately $24,118,000 of proposed TIF investment to add a wastewater line, wastewater lagoons and electrical substation, among other things.

The Cost Benefit Analysis is included in Exhibit F of the plan.

The cost benefit analysis estimates the following tax shift based on the 2019 Dodge County tax levy and estimated completed assessed value of the buildings:

Estimated Base Project Area Valuation:	$29,0981,000
Estimated Completed Project Assessed Valuation:	$147,054,000
Estimated Tax Increment Base	$117,073,000
Estimated Annual Projected Tax Shift:	$2,440,000

The developer proposes that approximately $24,118,000 be financed with TIF to provide for the construction and installation of infrastructure, acquisition and related improvements.

Findings:

The area was declared blighted and substandard in July 2016.

The industrial uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $2,440,000

The estimated total project investment is approximately $300,000,000

An estimated $24,118,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

The proposed redevelopment projects would not be feasible without tax increment financing.

The proposed redevelopment projects are in the best economic interest of the City of Fremont.

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE
SOUTH FREMONT INDUSTRIAL REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the South Fremont Industrial Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in June of 2016 and was approved by the City Council of the City on July 19, 2016. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Agency of the City of Fremont ("CDA"), which has administered the Redevelopment Plan for the City.

The purposes of this Plan Amendment are to: (a) amend the Redevelopment Area described in the Redevelopment Plan to add certain blighted and substandard property, as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference (the "Additional Redevelopment Area"), to the Redevelopment Area; and (b) identify the specific projects within the Redevelopment Area that will cause the removal of blight and substandard conditions on the Project Site, as hereinafter defined (the "Project"), and describe the implementation of the Project, which will occur in multiple phases.

I. GENERAL AMENDMENT

The Additional Redevelopment Area to be added to the South Fremont Industrial Redevelopment Area pursuant to this Plan Amendment was identified in the Blight and Substandard Study prepared by JEO Consulting Group, Inc. in May of 2016, and was declared blighted and substandard by the City Council of the City of Fremont on July 12, 2016. However, the Redevelopment Plan for the South Fremont Industrial Redevelopment Area was limited to those areas both: (a) within the Designated Blight and Substandard Area, as defined in the Blight and Substandard Study, and (b) annexed or conditionally annexed into the corporate limits of the City of Fremont.

The Additional Redevelopment Area will be annexed by the City of Fremont upon approval of an annexation ordinance by the City Council of the City of Fremont, which will be considered on March 31, 2020. The Additional Redevelopment Area is adjacent to, contiguous with, and an uninterrupted continuation of the South Fremont Industrial Redevelopment Area. A map of the Additional Redevelopment

Area is attached hereto as Exhibit "A", and a map of the Revised Redevelopment Area, consisting of both the South Fremont Industrial Redevelopment Area and the Additional Redevelopment Area, is attached hereto as Exhibit "B".

This Plan Amendment amends the Redevelopment Plan to redefine the South Fremont Industrial Redevelopment Area as the Revised Redevelopment Area, such that any future reference to the South Fremont Industrial Redevelopment Area shall be deemed to include the property described herein as the Revised Redevelopment Area. The legal description and map of the South Fremont Industrial Redevelopment Area set forth in the Redevelopment Plan are hereby amended and replaced in their entirety such that the South Fremont Industrial Redevelopment Area shall consist of the property set forth on the map attached hereto as Exhibit "B".

II. PROJECT-SPECIFIC AMENDMENT

The project under consideration consists of the construction of a series of improvements and expansions of the operations to include new food processing facilities, rehabilitation of existing food processing facilities, and associated improvements, all on the site legally described on the attached and incorporated Exhibit "C" (the "Project Site"). The Redeveloper, as hereinafter defined, has already evidenced a commitment to revitalization of the Project Site, with an initial investment of over $31,000,000 in the construction of a CO_2 stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). These Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. In addition to the cost of the Preliminary Improvements, the Redeveloper anticipates that it will incur costs of over $80,000,000 for acquisition and installation of equipment as part of the Project. Thus, while the Redeveloper has commenced construction on the Preliminary Improvements, it has determined that construction of the improvements constituting the Project, as hereinafter described, is not economically feasible without the use of tax increment financing for eligible public improvements.

The Project Site

The Project Site is in need of redevelopment. The CDA has considered whether the redevelopment of the Project Site will conform to the City's general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that the proposed redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract business and/or development. In order to support private development, the Project

Site and the Redevelopment Area are in need of redevelopment.

The Project Site is home to food processing facilities with over 500,000 square feet of office and manufacturing space. The existing facilities, some of which are over 70 years old, are outdated and in need of significant renovation and rehabilitation. The facilities were operated by Hormel Foods Corporation ("Hormel") until 2018, when Hormel determined that it would discontinue operations at the facilities because a substantial capital investment for renovation and modernization of the facilities would be required for the facilities to remain viable. In particular, construction of a wastewater treatment facility, including a lift station and force main, and installation of public infrastructure will be required to accommodate a double shift, which is necessary to compete in the current food processing market. The remainder of the Project Site is currently vacant and underdeveloped.

The Project Site and the existing facilities will require significant upfront costs, including installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Legislative Bill 874, which was adopted by the Nebraska Legislature in 2018, permits redevelopers to engage in certain redevelopment activities prior to approval of a redevelopment project, including, for example, preparing materials and applications related to a redevelopment project, acquiring land and performing due diligence, and preparing a site for redevelopment. Although the Redeveloper has undertaken redevelopment activities permitted by Legislative Bill 874 in preparation for redevelopment of the Project Site, the Redeveloper has done so in anticipation of approval of tax increment financing for the proposed Project, and the Project, as designed, would not be feasible and would not occur in the Redevelopment Area but for the availability of tax increment financing for eligible public expenses.

Description of the Project

WholeStone Farms II, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 9 phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax increment financing resources available for critical public improvements in the

Redevelopment Area.

A. The Private Improvements

The Redeveloper will pay the costs of the private improvements, including the costs of construction of the new facilities and renovation of the existing facilities. A more detailed description of the private improvements constituting the Project is set forth below.

- Phase 1 of the Project will include construction of an approximately 14,000 square foot wastewater pre-treatment plant at a cost of roughly $22,000,000.
- Phase 2 will consist of an approximately 110,000 square foot expansion to the pork fabrication floor, as well as renovation of the existing pork fabrication floor, at an estimated total cost of over $150,000,000.
- Phase 3 is anticipated to include construction of a new approximately 82,000 square foot cold storage facility to hold finished products prior to distribution to customers, which will cost roughly $31,500,000.
- Phase 4 will consist of construction of a new rendering facility at an estimated cost of $32,000,000.
- Phase 5 is anticipated to include construction of a new approximately 23,000 square foot snap chilling cooler at a cost of roughly $28,600,000.
- Phase 6 is anticipated to include renovation and rehabilitation of the existing equilibrium cooler at a cost of around $14,600,000.
- Phase 7 will include expansion of existing office facilities, which is estimated to cost around $2,200,000.
- Phase 8 will consist of construction of a new approximately 33,000 square foot livestock barn at a cost of roughly $6,500,000.
- Phase 9 will include the expansion of the cold storage facilities by approximately 40,000 square feet at a cost of around $12,600,000.

The proposed site plan for the Project is attached hereto as Exhibit "D" (the "Site Plan"). The Site Plan is conceptual in nature and is subject to revision, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and the operational needs of the Redeveloper. Further, one or more phases of the Project may be consolidated and governed by a single Redevelopment Agreement depending on the Redeveloper's construction schedule.

B. The Public Improvements

As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases of the Project to reimburse the Redeveloper or assist in payment for the public improvements in the Redevelopment Area listed as eligible expenditures under the Act and more fully described in the Redevelopment Agreements for the Project. Such public improvements may include, but are not limited to, the following:

(i) *Force Main*. The Project will require installation of a force main to transfer waste to a wastewater lagoon at a cost of approximately $780,000.

(ii) *Wastewater Lagoon System*. The Project will require construction of a wastewater lagoon on the Project Site or within the Redevelopment Area at a cost of roughly $5,000,000.

(iii) *Double-Shift Wastewater Lagoon*. In order for the Project to accommodate a double-shift, the Project will require construction of an additional wastewater lagoon on the Project Site or within the Redevelopment Area at an estimated cost of $9,500,000.

(iv) *Substation*. The Project will require construction of an electrical substation at a cost of around $5,400,000.

(v) *Additional Public Improvements*. Additional public improvements may include, but are not limited to, site acquisition, site preparation and grading, architectural and engineering fees, installation of additional public utilities, installation of streets and sidewalks, construction of a wastewater lift station, landscaping, façade enhancements, energy enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in each Redevelopment Agreement. The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the blight and substandard conditions on the Project Site and further the purposes of the Act in conformity with the South Fremont Industrial Redevelopment Plan. In addition, the eligible public improvements that are a part of the Project will facilitate the further development of the South Fremont Industrial Redevelopment Area and surrounding areas.

Implementation of the Project

The Redeveloper intends to complete the Project in multiple phases over a period of years. In order to do so, the CDA and the Redeveloper acknowledge and agree that the Project Site may be subdivided and rezoned incrementally in connection with each phase of the Project. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described Redevelopment Agreements for one or more phases of the Project between the CDA and the Redeveloper.

The implementation of each phase will mirror the Redeveloper's anticipated construction schedule. Each phase may support separate tax increment financing

indebtedness for such phase. Further, the "Effective Date" for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase by its construction schedule and completion date in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to incrementally increase its production capacity, while continuing to operate during the transition period. Further, the implementation of the Project in multiple phases will allow the Redeveloper to adapt subsequent phases of the Project to the needs of its growing business. For this reason, the Project, including (i) the quantity and type of food processing facilities, (ii) the size of each facility, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit "E" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for each phase of the Project is attached hereto as Exhibit "F" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.

EXHIBIT "A"
Additional Redevelopment Area

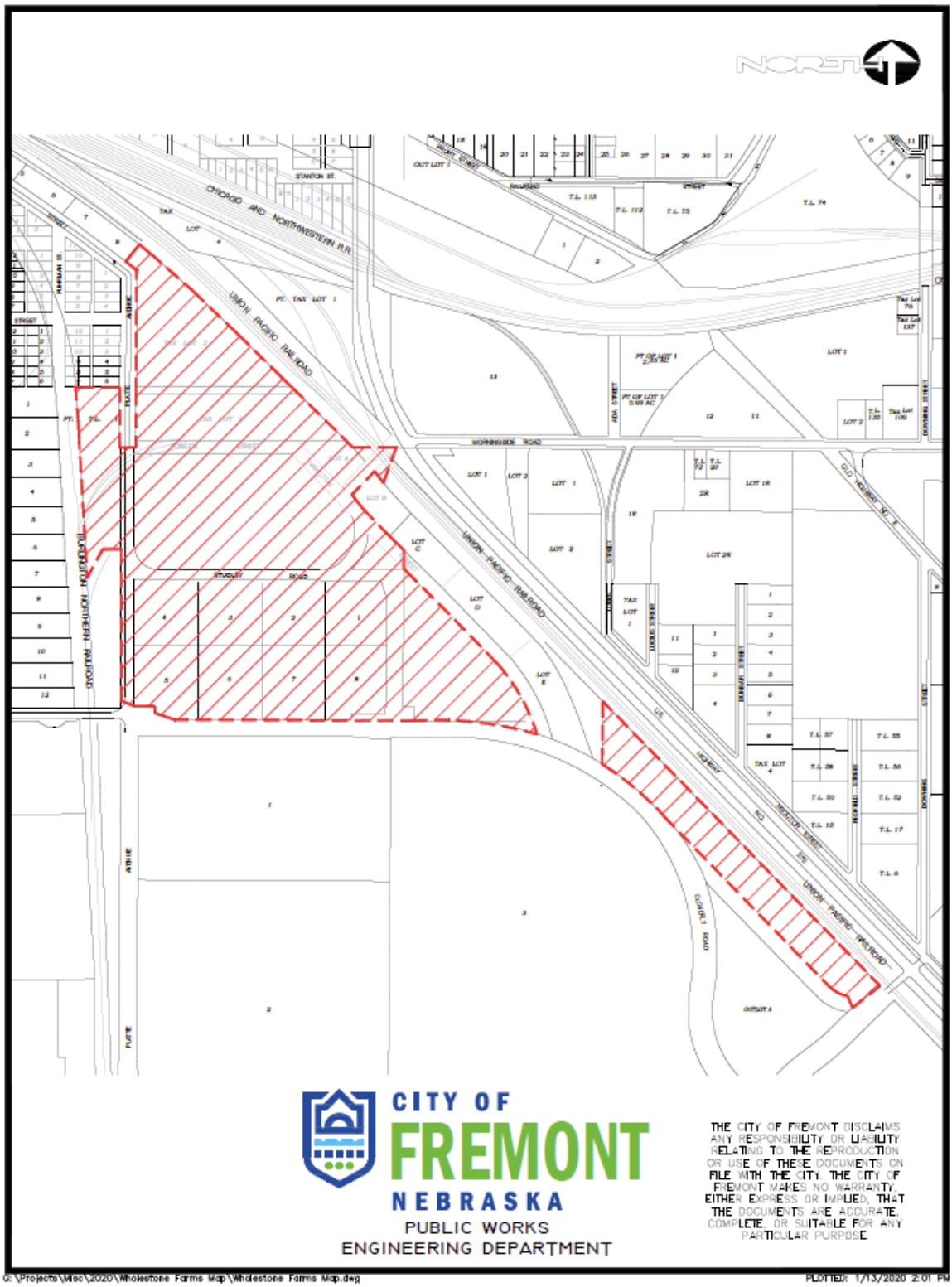
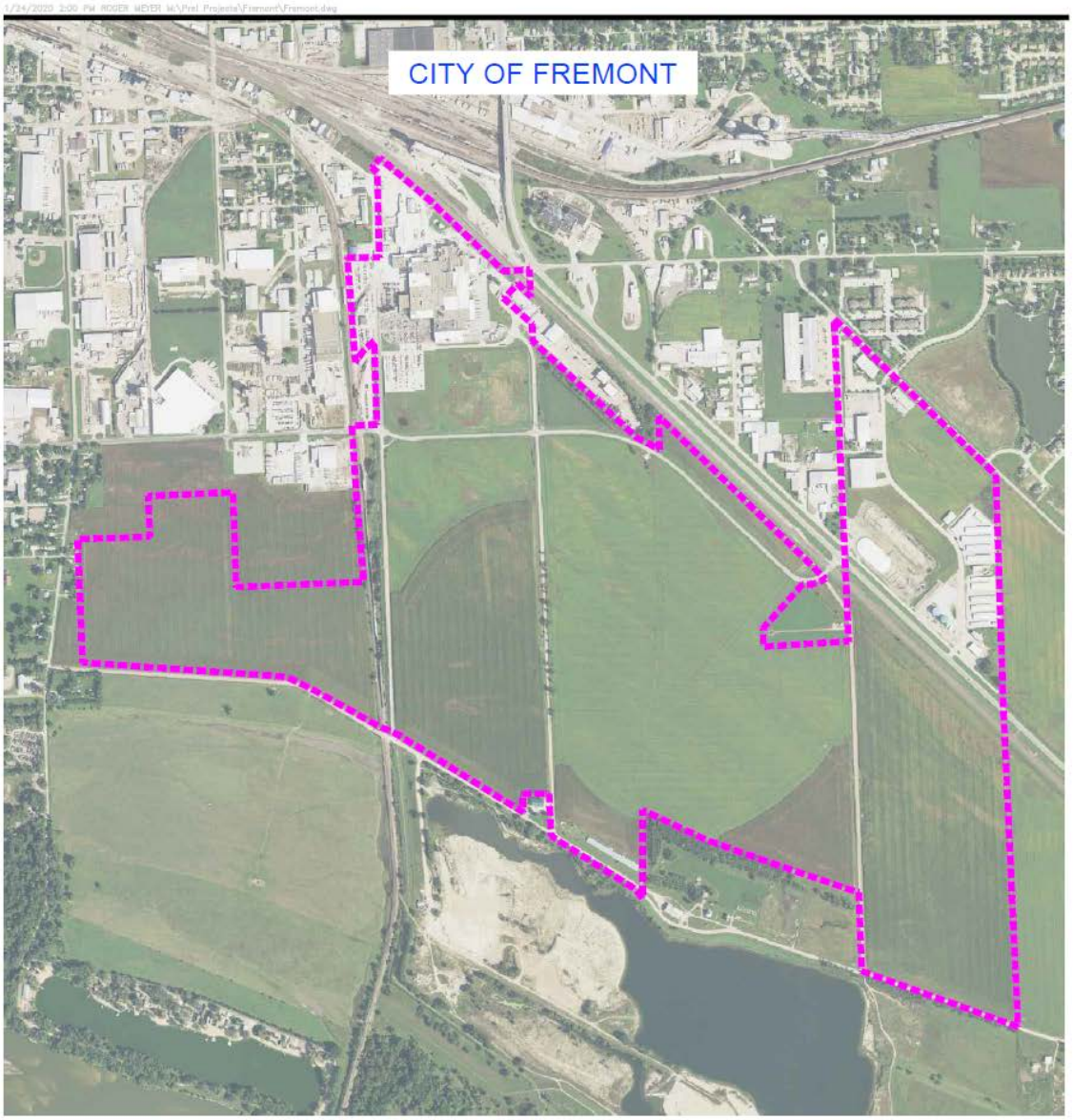


EXHIBIT "B"
Revised Redevelopment Area



Legend

Redevelopment Area

N

0' 600' 1200'

TD2

Job Number: XXXX-XXX

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Date: 01-23-2020
Drawn By: RTM
Reviewed By: JDW
Revision Date: ..

City of Fremont

Redevelopment Area Exhibit

Page - of -

EXHIBIT "C"
Project Site

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE

WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW

1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25;

THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.696 ACRES MORE OR LESS.

EXHIBIT "D"
Site Plan

N

EXHIBIT "E"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper owns the Project Site.

B. Population Density

The proposed development at the Project Site includes the construction of industrial facilities, which will not affect population density in the project area.

C. Land Coverage

The Project will consist of construction of over 500,000 square feet of manufacturing and office space, and renovation of the existing facilities on the Project Site. The Project Site, which will be subdivided as part of the phased implementation of the Project, consists of over 68 acres. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

Access to the Project Site is currently available via South Platte Avenue to the West and Yager Road to the East. Additionally, access to from the Project Site to Old U.S. Highway 275 is available via East Cloverly Road located immediately South of the Project Site. While the Project is anticipated to increase traffic flow to and from the Project Site as a result of the increase in production and employment on the Project Site, the adjacent public rights-of-way should be adequate to accommodate the increase in traffic flow. Further, the implementation of the Project in phases is anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of surface parking lots to serve the additional food processing facilities constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Industrial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

EXHIBIT "F"
Cost-Benefit Analysis

COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
WHOLESTONE FARMS REDEVELOPMENT PROJECT
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The WholeStone Farms Redevelopment Project (the "Project") will consist of construction of food processing facilities and the renovation and rehabilitation of existing food processing facilities on the Project Site in up to 9 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment, however, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of construction of a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, as more particularly described on Exhibit "D-1". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Estimated Base Project Area Valuation:	$29,981,000
b.	Estimated Completed Project Assessed Valuation:	$147,054,000
c.	Estimated Tax Increment Base (b. minus a.):	$117,073,000
d.	Estimated Annual Projected Tax Shift:	$2,440,000

Notes:

1. *The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.084558, which is the 2019 Dodge County tax levy, and is subject to change.*

2. *The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Redeveloper anticipates expenditures in excess of $300,000,000 for the acquisition, renovation, rehabilitation, construction and installation of a food processing plant and related improvements including equipment. It is proposed that approximately $24,118,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreements for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements to the electric and wastewater facilities serving the Project Site, which will materially benefit and serve the newly annexed Project Site, as well as other property in and around the City.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The Redeveloper has already evidenced a commitment to revitalization of the Project Site with an initial investment of over $31,000,000 in the construction of a CO_2 stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). The Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. Further, as part of the Project, the Redeveloper anticipates expenditures of over $80,000,000 for equipment required to operate the food processing facility, which will be on the property tax rolls upon its acquisition and installation.

While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the majority of the Project Site was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site is unlikely to be redeveloped without the utility and infrastructure improvements being constructed as part of the Project.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project because the Project includes the construction of utilities and infrastructure that are anticipated to attract additional redevelopers to the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project, such as janitorial services, office and hardware supplies, and similar services.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Redeveloper anticipates that the Project will create around 800 jobs when the Project is fully constructed and operational. However, because the Project will be constructed in phases and the jobs may be filled over a period of years, the Project is not anticipated to have a negative impact on other existing employers.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project involves the installation of utilities and infrastructure to newly annexed areas of the City. The use of tax increment financing will reduce the costs of these and other public improvements which would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Project should also act as a catalyst for further redevelopment in the South Fremont Industrial Redevelopment Area. Lastly, the Project should increase the need for products and services from existing businesses outside the boundaries of the redevelopment project as well.

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. As stated above, the Project, when constructed and fully operational, should create around 800 jobs, which will be filled over time, reducing any stress on existing employers.

5. Impacts on the student populations of school districts within the City:

The Project involves the construction of food processing facilities, and the renovation and rehabilitation of existing food processing facilities on the Project Site. It is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

Upon completion of every phase of the Project, the Project is anticipated to create around 800 jobs on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

The public improvements that will be constructed in the redevelopment area in connection with the Project are anticipated to act as a catalyst, attracting additional development to the South Fremont Industrial Redevelopment Area that may generate additional ad valorem property taxes. Further, the Redeveloper's preliminary investment in offices and manufacturing facilities, which are outside the scope of the Project, and the acquisition and installation of personal property at a cost of over $80,000,000 as part of the Project, will generate substantial immediate tax growth for the City of Fremont.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

7. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Fremont this ____ day of _____, 2020.

_____
_____, Chairman

_____
_____, Secretary

EXHIBIT F-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described on Exhibit F-2 attached hereto and incorporated herein by this reference (the "Project Site"). The Project shall consist of the following Private Improvements and Public Improvements:

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, surface parking lots and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of facilities, (ii) the size of each of the facility, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreements; paid for, in part, by the tax increment generated by the private improvements.

EXHIBIT F-2

PROJECT SITE

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E

808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00

FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS

4812-0203-4609, v. 4

	Emerson Estates 720 Boulevard	
	Residents/ Contracted Lessees	
		Those that are in Favor of Camp Emerson Approval
LOT #1	Marlene Bedke	
LOT #2	Danny Taylor	
LOT #3	Still FLOOD Damaged/ Classic Enterprises	**YES**
LOT #4	Gage Daughtery	**YES**
LOT #5 & 6	Matt & Brandy Tulak	**YES**
LOT #7	Chad Cutts	
LOT #8	Edward Loewe	
LOT #9	Mike & Denise Hendrickson	
LOT #10	Douglas Mckenzie	
LOT #11	Cody Timmerman	
LOT #12 & 1/2 #13	Delphina Bloebaum	
LOT #14 & 1/2 #13	Randy & Brenda Hansen	
LOT #15	Ross & Deb Devore	
LOT #16	Cortney Schaefer & Don Timbrook	**YES**
LOT #17	Still FLOOD Damaged/ Classic Enterprises	**YES**
LOT #18	**Empty Proposed Camping Lot**	**YES**
LOT #19	Hugh Pedersen / H&M Developements	**YES**
	Commons/ Community Beach	**YES**
LOT #20	Perry Cole	**YES**
LOT #21	Empty Lot	**YES**
LOT #22	Wilbur & Diane Rayl	**YES**
LOT #23	**Empty Proposed Camping Lot**	**YES**
LOT #24	Charles & Michelle Mellinger	**YES**
LOT #25	Craig Norman	
LOT #26	Empty Lot	**YES**
LOT #27	Robert Oberg	**YES**
LOT #28	Empty Lot	**YES**
LOT #29	Harold & Tami Taylor	**YES**
LOT #30	Lorie Chrastil	
LOT #31	Bryce Lambley	
LOT #32	Angela Gresar	**YES**
LOT #33	Vacant Home	**N/A**
LOT #34	Vacant Home	**N/A**
LOT #35	Matt & Angel Holland	**YES**
LOT #36	Sheila Hageman	**YES**
LOT #37	Mike & Kristi Cone	**YES**
LOT #38	Empty Lot	**YES**
LOT #39	Linda Cutts	
LOT #40	Hunter Nathan & Paige Peterson	**YES**
LOT #41	Jerry Gohr	**YES**
LOT #42	**Empty Proposed Camping Lot**	**YES**

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Emerson Estates
720 Boulevard
Fremont, NE 68025

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Lot #3 720 BLVRD

720 Boulevard Lot #4
Fremont, NE

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Awesome idea!

Cameron Rubbert

720 Boulevard Lot #5
Fremont NE

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Brandy Tulack
Matthew Tulack

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Donald [illegible]

720 BOULEVARD #16

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

720 Boulevard Lot #17
Fremont, NE 68025

720 Boulevard Lot #19
Fremont, NE

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

HUGH PEPERSEN
(H+M DEVELOPEMENT)

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Larry Cole Sr 720 Boulevard # 20

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Wellie Rogs 720 Blvd #22 Fremont, NE

_____

_____

_____

_____

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Charles J Melling 720 BOULEVARD LOT #24

Michelle L. Melling 720 Boulevard Lot #24

_____

_____

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Robert A Oberg
720 Boulevard st. Lot #27
Fremont, NE 68025

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Harold Taylor 720 BLVD ST LOT #29
HAROLD TAYLOR

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Angie Shesler 720 BLVD Lot 32 Fremont NE 68025

720 Boulevard Lot #35
Fremont, NE

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Angel Hedland
Matt Hall

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Shula M Nageman 720 Boulevard St #36
FREMONT NE 68025

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emersons sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

720 Blvd. Lot 37 Fremont, Nebraska 68025

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

X [illegible] 720 Boulevard LOT 40

_____

_____

_____

CAMP EMERSON PETITION FOR APPROVAL

After the most catastrophic natural disaster we may ever witness, our mission for Emerson Estates has become more clear. We have always strived to improve Emerson Estates and the lake life that all of the residents enjoy. To further the joy and use of the lake.....we have decided to take on a new project.

Our goal for this project is to add six private, quiet, serene campsites for respectful families who want to relax. We want to allow mindful, considerate weekend campers/ families to have long term (summer) spots available (from May- October) to come and enjoy the outdoors. To enjoy Emerson's sunsets, campfires, water sports such as paddle boating, paddle boarding, kayaking, swimming & catch and release fishing! Not to mention the possibility of making new friends and relationships with the great residents around the lake.

Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. These 6 families will individually sign a lease and a 6 page addendum with rules, regulations and our crime free/ drug free policy. We will hold them liable to the lease and addendum. We are only planning to use 3 of our empty lots. These lots are #18, #23 and #42.

In no way do we want to take away from the quiet peacefulness of our lake residents but to add to the dynamic with some new fun campers and great families. We always have Emersons residents best interest at heart and give the lake community our word that the campsites will be run in such a way that they will not detract from their day to day life. No loud parties or high volume traffic will be tolerated. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)
402-719-5517 402-719-5181

Please join us and show us your support in this new journey as we move toward the future of Emerson Estates by extending the recreation of the lake to fun and exciting camping activities.

We the undersigned affix our signatures and address to this petition in support of Camp Emerson.

Jerry John 720 Boulevard lot 41

_____

_____

_____

Staff Report

TO: Planning Commission

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 16, 2020

SUBJECT: Request for a Conditional Use Permit to operate six campground pads

---

RECOMMENDATION: Recommend Conditional Approval to the City Council with the conditions that:

- a flood plain development permit be approved,
- the campers be road ready and in place only from April 15th to October 31st ,
- the attached rules & regulations and lease are adhered to,
- all state and local regulations related to well water and holding tanks be adhered to, and,
- all other local, state and federal regulations be followed.

Background:

This is a request by Jason Griffis for a Conditional Use Permit to operate 6 camper pads (2 per lot) on lots 18, 23, and 42 Emerson Estates Subdivision, generally located at 720 Boulevard.

The area is zoned R, Rural and has been developed as a lake development. The underlying property in the entire development is owned by the Griffis' company Classic Enterprises. The houses and improvements on the lots are leased to other individuals by Classic Enterprises.

The property is within the 100 year (1% chance) flood plain.

Ten houses around Emerson Lake were significantly impacted by the 2019 flood. Three houses have been gutted and are in the in process of being reconstructed. Reconstruction has been completed on six homes. The house on Lot 42 was washed away and that is one of the lots that is being proposed for campers.

Of the five lots in the development that are vacant, four have always been vacant and one contained the house that was washed away. Two camp sites per lot are proposed on Lots 18, 23 and 42. The remaining two vacant lots will remain that way in the foreseeable future.

Camper pad sites can be a good use of land in the floodplain. There is often warning prior to a flood, which would allow the campers to be moved prior to a flood event. The campers are required to be easily movable with wheels and hitches intact.

Additionally, these camp sites are proposed to be available for use from April 15 through October 31 (see point 29 in the rules and regulations.) Campers are not allowed to be stored on site during the off-season. The peak time for flooding is in February and March when ice jams can form on the Platte River. These sites would be vacant at that time, providing greater pervious surface and reducing the risk for property damage.

The County Sheriff and Rural Fire Department were contacted but did not respond.

The attached site plan shows the locations of the proposed camper pads, septic holding tank and setbacks.

The mission statement indicates that the goal for the project

> "is to allow private, quiet, serene campsites for respectful families who want to relax and have the convenience of having a yearly semi-permanent place to camp. A place to kick back on the weekends, enjoy a campfire, a beautiful sunset, and non-powered water activities….such as kayaking, paddle boating, paddle boarding, swimming and catch and release fishing. Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. No loud parties and no high volume traffic will be tolerated."

The mission statement, lease and rules are attached.

The rules proposed by the applicant are strict with regard to the behavior and activities of tenants, requirements to maintain the property, a prohibition on jet skis, and limitations on guests of the tenants.

One letter of concern was received. It is attached.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states, that "the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development."

> Finding: Six camp sites are an appropriate use and will not undermine the implementation of an adopted plan.

11-316.05.B.2 states, "The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory."

> Finding: The proposed use is compatible with the surrounding area which is primarily devoted to lake residential and recreational uses.

11-316.05.B.3 states, “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.”

Finding: Camp sites are an appropriate use on the lake.

11-316.06.B.4 states, “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposal will not make the area less desirable. The flood plain limits the ability of the property to be developed.

11-316.06.B.5 states, “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.”

Finding: A flood plain development permit is required. The proposed camp sites will not be occupied during peak flood season, and campers can be moved if there is a flood warning during the time that they are occupying the site. There should be minimal traffic noise. The site is not in an airport zone. Water pollution should not be an issue, state permits are required for any septic system, including holding tanks, that is installed.

11-316.06.B.6 states, “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not compromise or use a disproportionate share of public services.

11-504.002 (J) states:

J. “Campgrounds are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either SR, AR, MH, GI or AV district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type C bufferyard or a collector, or arterial roadway”;

Finding: The proposed application is more than 300 feet from a SR, AR, MH, GI or AV district.

2. “Primary access to the site is from a collector or arterial roadway”;

Finding: Primary access to the site is from an arterial to a collector street.

3. “Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise”;

The proposed lease, rules and regulations will minimize any potential burden related to traffic, parking and noise.

4. “Plumbing systems and equipment shall be constructed, installed and maintained in accordance with the most recently adopted version of the plumbing code with a minimum number of fixtures provided in accordance with R-2 occupancy classifications (occupancy loads are calculated at a rate of four occupants per site)”;

Finding: A holding tank is proposed that will be pumped on a regular basis. The applicant does not propose a septic system at this time.

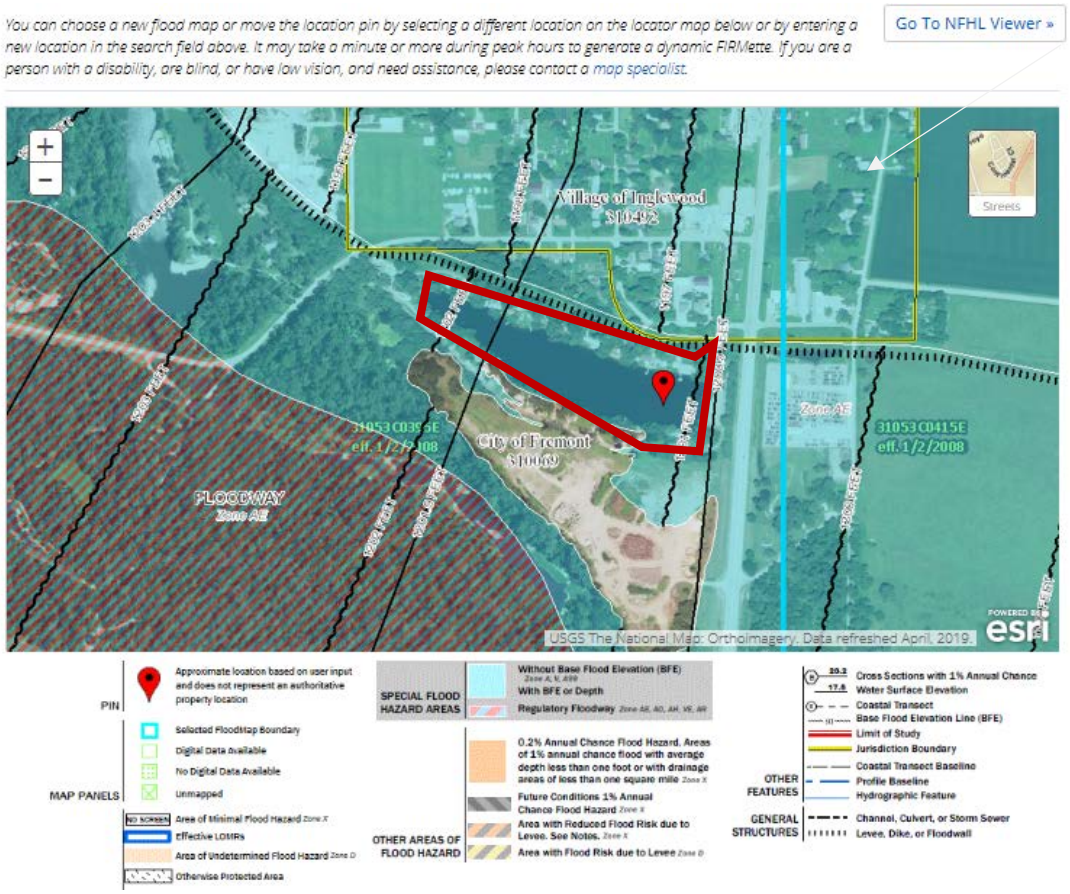
5. “The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.”

Finding: Compliance with all federal, state and local permits is required.

Staff Recommendation: Conditional approval with the conditions that:

- a flood plain development permit be approved,
- the campers be road ready and in place only from April 15th to October 31st ,
- the attached rules & regulations and lease are adhered to,
- that all state and local regulations related to well water and holding tanks be adhered to, and,
- that all local, state and federal regulations be followed.

Map of Generalized location of application:



CORRECTION Tax Plat of

EMERSON ESTATES Subdivision

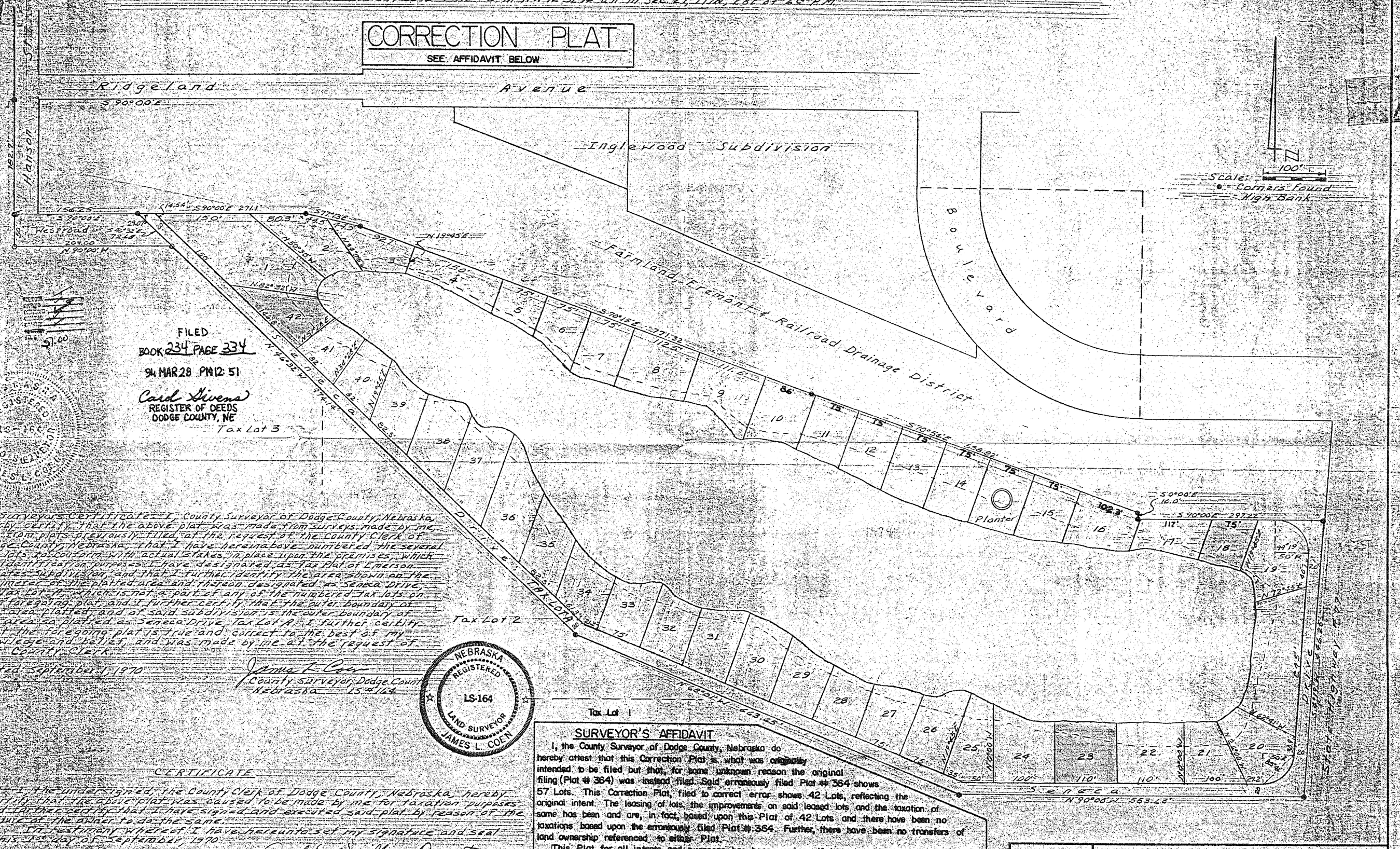
PLAT # 453

CORRECTION

A Tax plat of Sub-lot B of Lot 221, Lot 245, all of Lots 207, 208, 210, 211, 213 & 214 lying south of the Farmland Fremont & Railroad Drainage District right-of-way; the north 275 of Lots 48 & 49 lying west of Highway 77; the south 170 of Lots 54, 55 & 56; and Lots 209, 212, 215, 216, 217 & 218; all in Inglewood Subdivision in Sec. 26 & 27, T17N, R8E of the 6th P.M. & the subdivision of parts of T.L. #1 in SE¼ SE¼, T.L. #2 in NE¼ SE¼ & T.L. #3 in NW¼ SE¼ all in Sec. 27, T17N, R8E of 6th P.M.

CORRECTION PLAT

SEE AFFIDAVIT BELOW



FILED
BOOK 234 PAGE 334
94 MAR 28 PM 12:51
Carol Givens
REGISTER OF DEEDS
DODGE COUNTY, NE

Surveyors Certificate: I, County Surveyor of Dodge County, Nebraska, hereby certify that the above plat was made from surveys made by me and from plats previously filed at the request of the County Clerk of Dodge County, Nebraska, that I have hereinabove numbered the several tax lots to conform with actual stakes in place upon the premises, which for identification purposes I have designated as Tax Plat of Emerson Estates Subdivision, and that I further identify the area shown on the perimeter of the platted area and thereon designated as Seneca Drive, as Tax Lot A, which is not a part of any of the numbered tax lots on the foregoing plat, and I further certify that the outer boundary of the area platted and of said subdivision is the outer boundary of the area so platted as Seneca Drive, Tax Lot A. I further certify that the foregoing plat is true and correct to the best of my knowledge and belief, and was made by me at the request of the County Clerk.

Dated: September 1, 1970

James L. Coen
County Surveyor, Dodge County
Nebraska LS #164

NEBRASKA REGISTERED LS-164 LAND SURVEYOR JAMES L. COEN

CERTIFICATE

I, the undersigned, the County Clerk of Dodge County, Nebraska, hereby certify that the above plat was caused to be made by me for taxation purposes and further certify that I have signed and executed said plat by reason of the failure of the owner to do the same.

In testimony whereof I have hereunto set my signature and seal this 1st day of September, 1970.

Judy McMullen - Deputy
County Clerk, Dodge County,
Nebraska

SURVEYOR'S AFFIDAVIT

I, the County Surveyor of Dodge County, Nebraska do hereby attest that this Correction Plat is what was originally intended to be filed but that, for some unknown reason the original filing (Plat # 364) was instead filed. Said erroneously filed Plat # 364 shows 57 Lots. This Correction Plat, filed to correct error shows 42 Lots, reflecting the original intent. The leasing of lots, the improvements on said leased lots and the taxation of same has been and are, in fact, based upon this Plat of 42 Lots and there have been no taxations based upon the erroneously filed Plat # 364. Further, there have been no transfers of land ownership referenced to either Plat.

This Plat for all intents and purposes has been used as if it had been filed Sept. 17, 1970 instead of Plat # 364. Said usage of this Plat shall continue to be used instead of Plat # 364 and shall be referenced as "CORRECTION PLAT # 453 OF EMERSON ESTATES."

Dated: 3-28-94

James L. Coen
Dodge County Surveyor
L.S. # 164

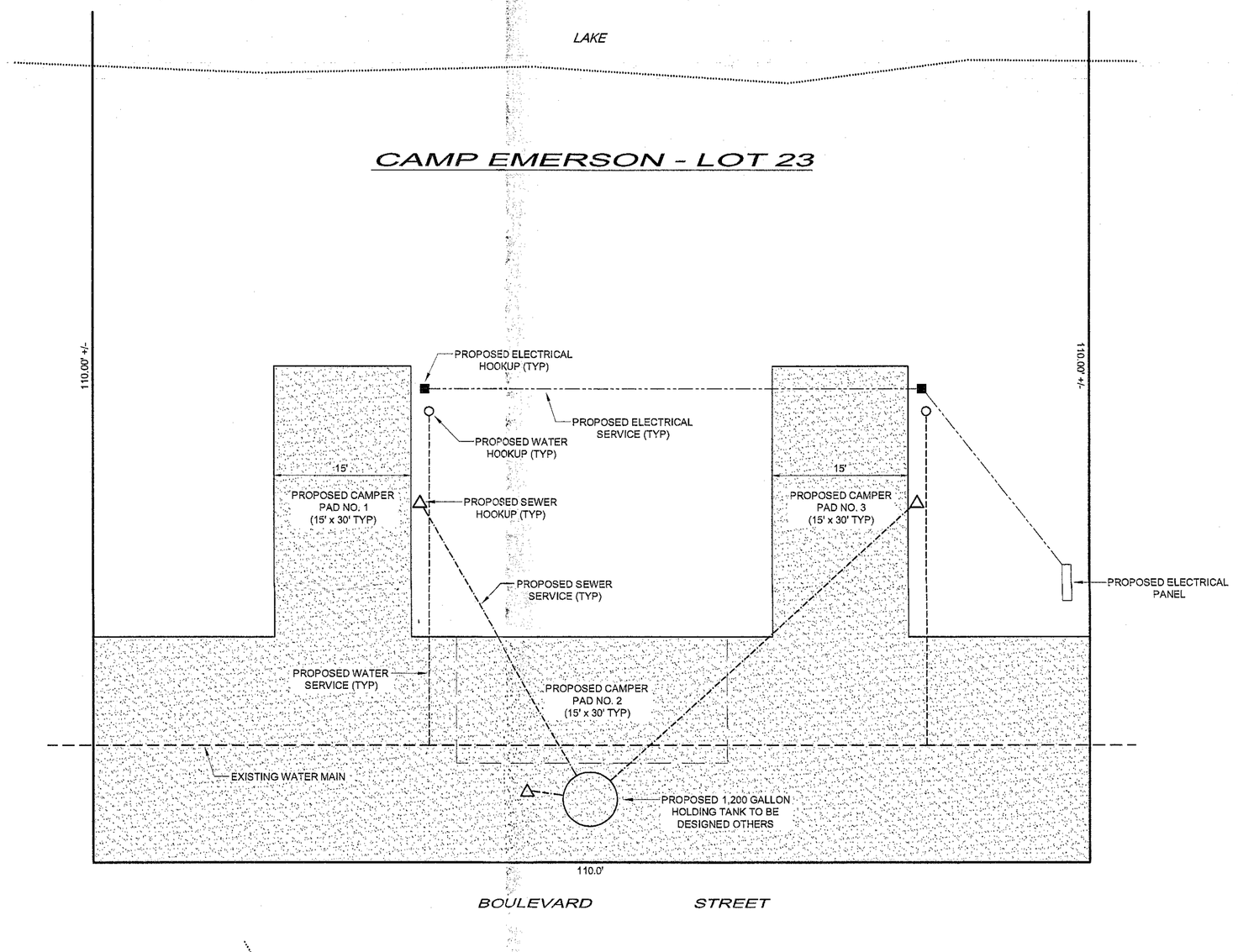
COEN ENGINEERING

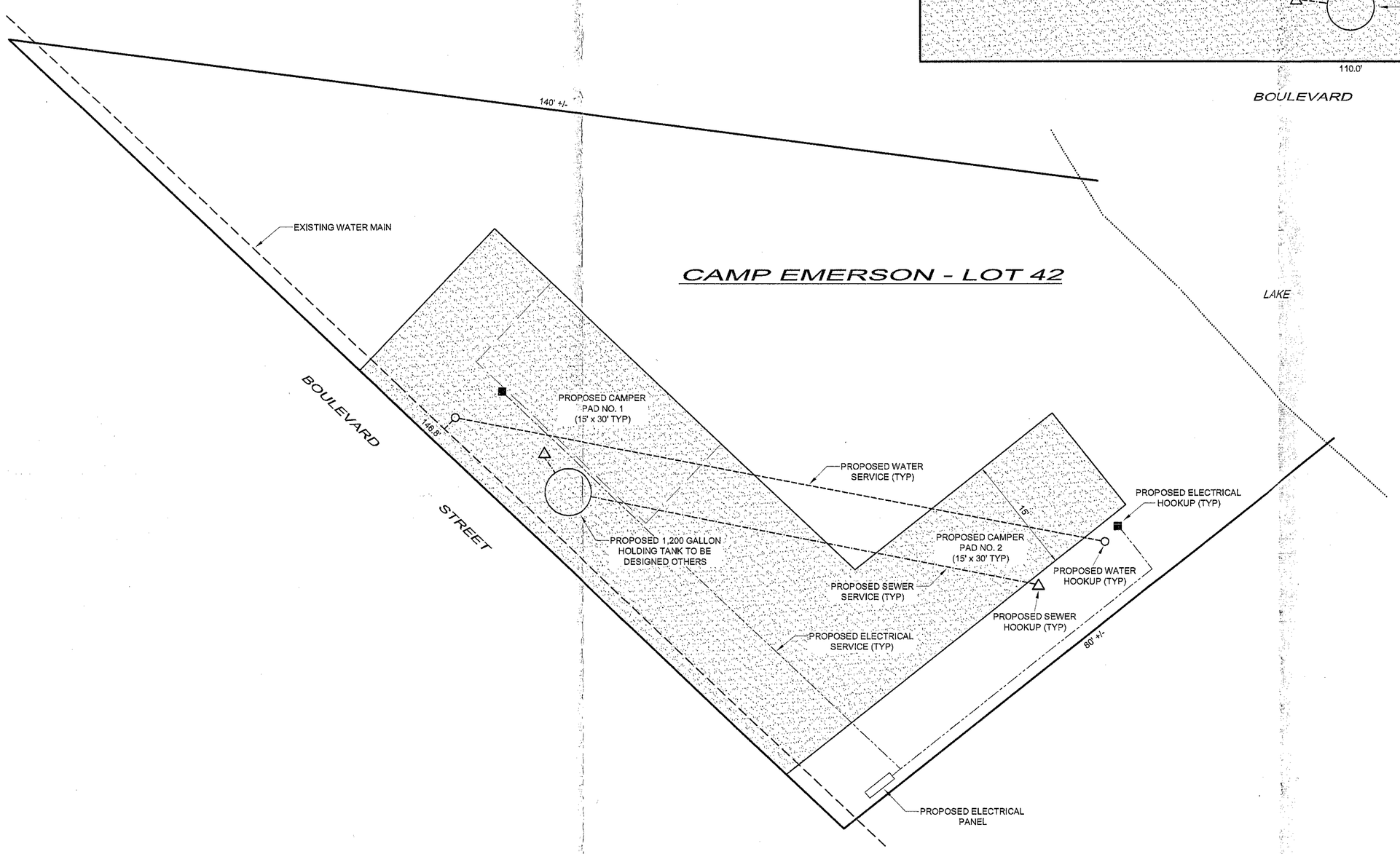
PROJECT: EMERSON ESTATES	
LOCATION: Sec. 26 & 27, T17N, R8E of 6th PM	
SCALE: As shown	DRAWN BY: J.L.C.
DATE: June 2, 1970	REVISED:
PREPARED BY: J.L.C.	DRAWING NUMBER: 1 of 1

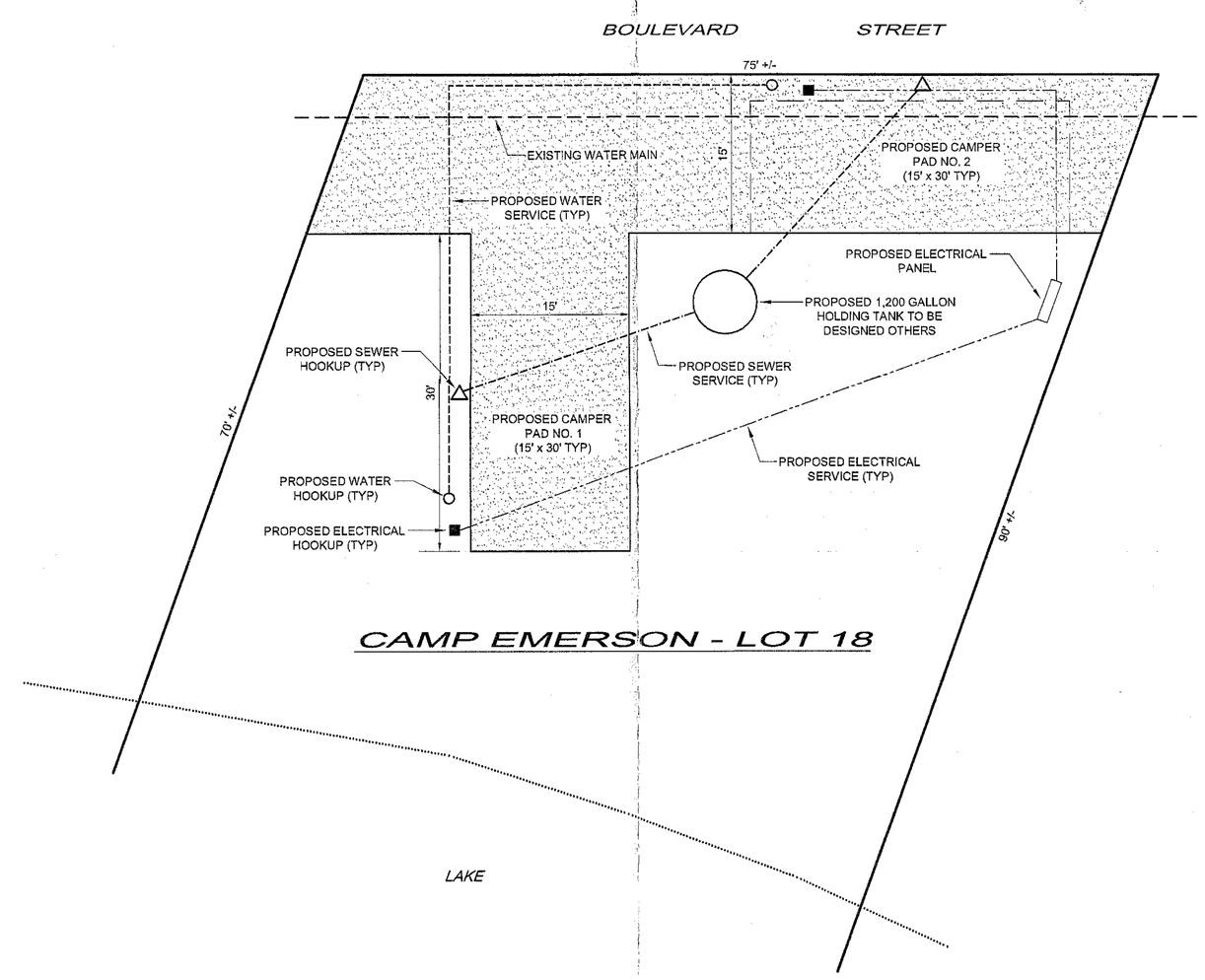
STANDARD BLUE PRINT, OMAHA, 02-8570

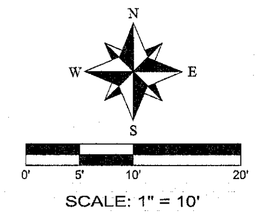
PROPOSED SITE PLAN
CAMP EMERSON

LOTS 18, 23 & 42, EMERSON ESTATES, DODGE COUNTY, NEBRASKA









SCALE: 1" = 10'

APEX LAND SURVEYING, LLC
Danny Martinez, RLS
125 N. Clarmar Ave., Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
danm.surveying@gmail.com

Client:
Classic Enterprises, LLC
4556 Pacific Street
Fremont, NE 68025

Sheet:
PROPOSED SITE PLAN

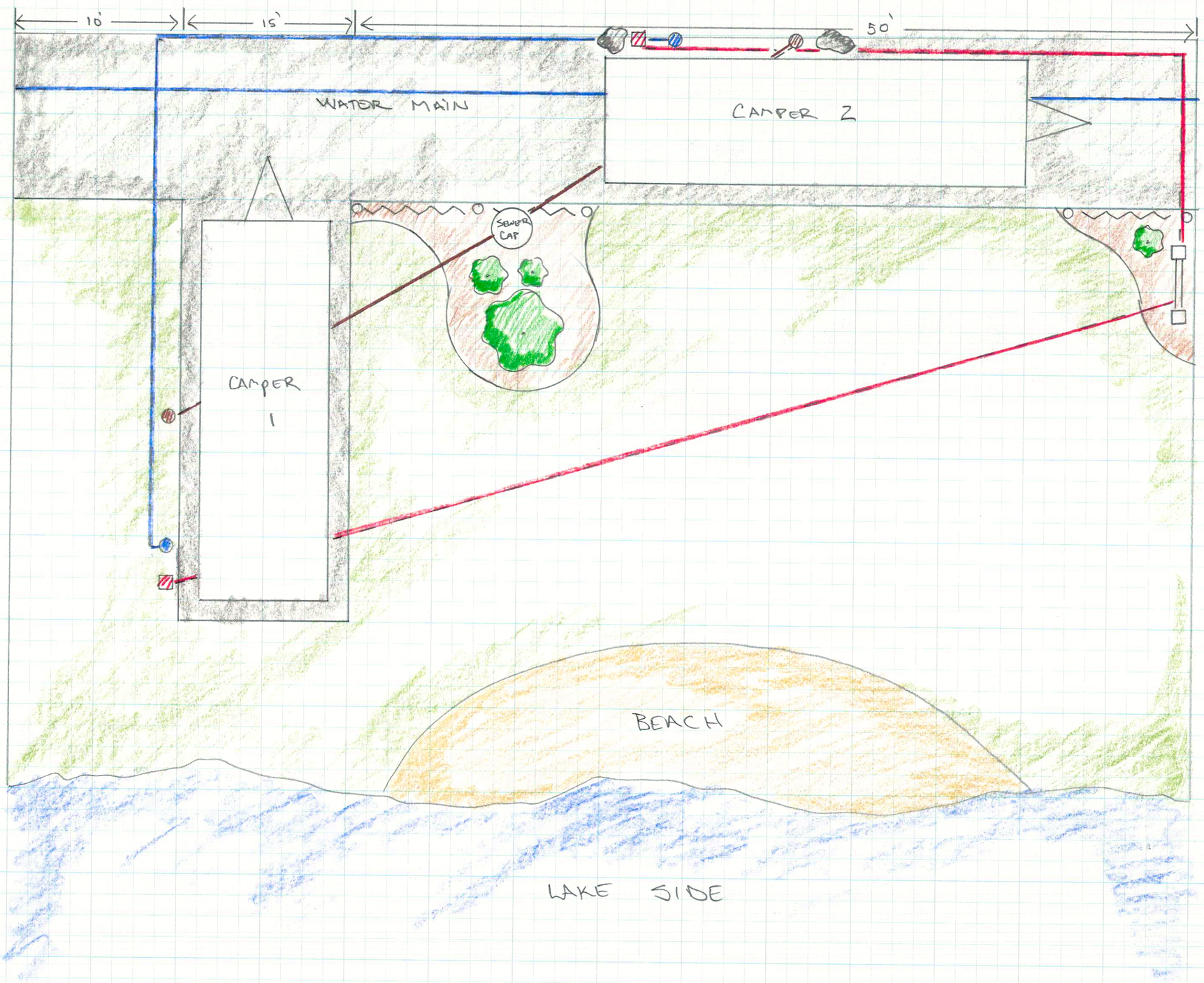
Project:
CAMP EMERSON
LOTS 18, 23 & 42, EMERSON ESTATES, DODGE COUNTY, NEBRASKA

Client:	Classic Enterprises, LLC
Date:	02/14/2020
Project No:	022-2020
Scale:	1" = 10'
Drawing File:	05-Emerson Estates-Camp Emerson-Site Plan
Sheet:	1 of 1
Issue No.:	1

CAMP EMERSON

720 BOULEVARD

LOT #18



LEGEND

= ELECTRICAL

= WATER

= SEWER

= PARKING SURFACE

- - EXISTING ROAD - -

720 BOULEVARD

CAMP EMERSON LOT #23

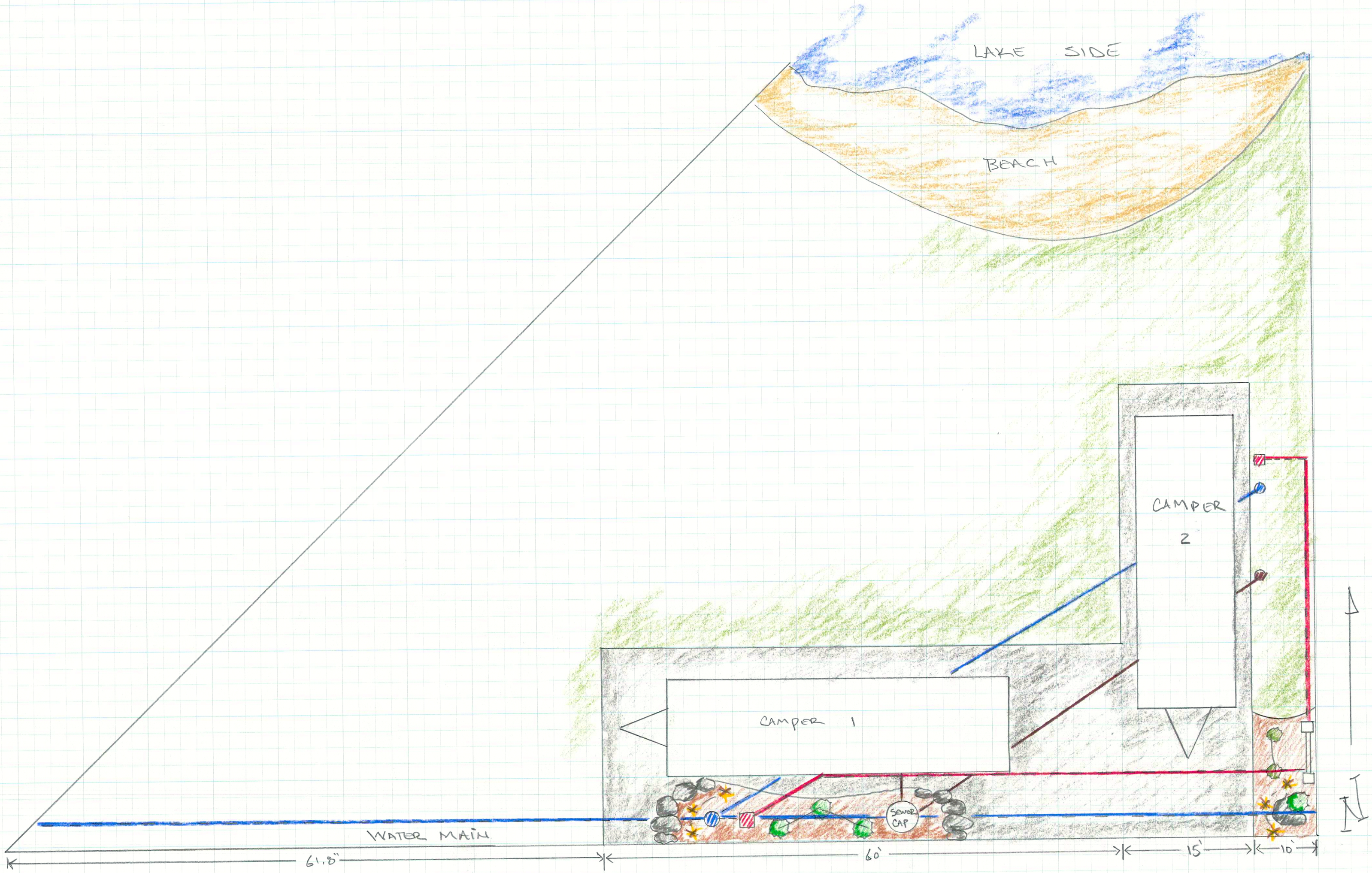
LEGEND

= ELECTRICAL

= WATER

= SEWER

= PARKING SURFACE



CAMP EMERSON LOT #47

720 BOULEVARD

LEGEND

= ELECTRICAL

= WATER LINES

= SEWER

= PARKING SURFACE

Camp Emerson Mission Statement

Our goal for this project is to allow private, quiet, serene campsites for respectful families who want to relax and have the convenience of having a yearly semi-permanent place to camp. A place to kick back on the weekends, enjoy a campfire, a beautiful sunset, and non powered water activities.....such as kayaking, paddle boating, paddle boarding, swimming and catch and release fishing. Emerson Estates is a beautiful lake community that we believe is a very enjoyable place. We will expect nothing but the utmost respect from each of our campers. No loud parties and no high volume traffic will be tolerated. (find a copy of our camping lease included)

My wife and I have worked very hard over the last ten years to improve the environment of Emerson Estates. We have nothing but the best intentions for the current project (Camp Emerson) to succeed and only have positive effects on the current homeowners. We pride ourselves in our ability to set our sights on a common goal and stay focused on our tasks until everyone is satisfied.

We don't expect to walk through this process without meeting some opposition.....we have 5 or 6 residents at the lake that we have had "run ins" with in the last decade, some we have even been in front of a judge with. Ultimately all to better our community. I am sure those we have had "run ins" with will oppose. What this small minority does not represent is the 32 other residents (the majority) that respect us and even love us. We also love them. These people know we would never jeopardize their trust and have their best interest at heart always.

In closing, this is a fun and exciting project that we believe will add a new and fresh dynamic to our small lake community. We understand there may be some concerns and we are willing to sit down and answer any questions that anyone might have.

Thank You & Sincerely,
-Jason & Laura Griffis (Classic Enterprises LLC)

402-719-5517
402-719-5181

Camp Emerson / Emerson Estates
Lease and Regulations
Addendum - Rules, Regulations and Crime Free/ Drug Free

The purpose of these community Rules and Regulations are to assure not only the tenant who signs this Lease, but all residents and tenants of Emerson Estates Lakes Subdivision & Camp Emerson, that this will be a pleasant, attractive and enjoyable place. It is our sincere desire that this lake community has a quiet, serene atmosphere and an environment that will be enjoyable, both for yourself and your guests. We wish only that your activities be carried on with reasonable consideration of others living and visiting your community. We will expect nothing but the utmost respect from each of our seasonal campers.

A variance or waiver of certain provisions herein may be permitted with prior written approval by Lessor. A proposed waiver shall not be effective unless it is in writing and signed by Lessor. This is for the protection and benefits of everyone. Permission of a variance or waiver on one occasion shall not imply permission or variance or waiver on any other occasion not specifically provided for in the written permission. Please bear in mind that consideration of all residents and community appearance will be our first priority when we make such decisions. The following are Rules and Regulations on use of the property, which may be amended from time to time in the sole discretion of Lessor:

1. A current picture of the camping unit must be submitted to Camp Management for approval prior to securing a campsite lease. Incoming camping units must be easily movable. Wheels and hitches must remain intact while on Camp Emerson Property.

2. No unlawful activities, excessive noises, abusive or disturbing language, threatening or aggressive actions toward anyone or toward anyone's property, excessive use of alcohol, any type of illegal drug activity, nuisances and annoyances shall be allowed; No high volume traffic.

3. No Tenant or guests shall trespass on the property of other Tenants nor interfere with reasonable activities of other Tenants; Recreational activity in the streets is prohibited;

4. Discharge of fireworks, pyrotechnics any kind is forbidden except on written approval by Lessor. A fine of $50 will be charged for each item discharged in violation of this provision;

5. A campsite may not be used for any purpose other than that which is granted in this Lease; All camping units must be owner-occupied and subletting or renting of a camp unit or campsite by Tenant is not permitted without written consent of Lessor; Lease holders may not rent, sub-lease or sublet a seasonal site. Any violation of this policy will result in immediate lease termination.

6. All adults that are not registered on the original Lease must be processed through a background screening service and must meet the same criteria as other owners before occupancy and and failure to comply with this regulation will result in immediate rejection of the occupant;

7. No prospective seasonal tenant with a known criminal history will be accepted for tenancy without written permission of Lessor;

8. The adult with whom the agreement is made is responsible for the financial obligations of leasing a campsite, as well as the conduct and behavior of all people occupying the campsite. Overnight sleeping is prohibited outside registered camping units; tents will be allowed if approved prior and will not be allowed for more than a three day term.

9. Tenants are fully responsible for the conduct of their guests and must accompany them throughout the lake area. Tenants must inform their guests of the rules and regulations and inform them they must abide by the rules and regulations; There shall be no visitors without the accompaniment of a Tenant;

10. Hunting and the use of firearms are prohibited;

11. All garbage and trash shall be removed at least once per week, kept in cans with lids and must be sealed. No cans shall be visible, except on garbage days and then only if pickup is done curbside. Trash and garbage shall not be allowed to accumulate on Tenant's leased property nor be placed in the lake. Any garbage or trash left on a lot will be picked up by Classic Enterprises and a charge for that pickup will be charged to the Tenant; Disposal of trash must be managed and disposed of by the tenant. No trash burners are allowed; You are however allowed to burn wood and have campfires in a approved fire ring.

12. Outside portable toilets are banned from all campsites.

13. Pets must under control at all times and, when outdoors, kept in a fenced-in area, tied up on a leash or kenneled and must never be allowed to run at large; Guests are not to bring any pets without prior approval from Lessor; No horses or livestock shall be kept on the property;

14. No alterations or additions of rooms, cabanas or enclosures shall be made to the property or outside structure of any kind built or installed without the prior written permission of Lessor;

15. Lawns, shrubs and any gardens shall be weeded and maintained at all times; lots shall be kept clean and in good repair; Tenants are responsible for the maintenance of their campsite and camping unit, including maintaining a neat appearance. Classic Enterprises will mow if needed and will not be responsible for any damages caused to the camping unit or personal property. Failure to properly care for a campsite will result in the intervention of Classic Enterprises at the expense of the tenant.

16.The speed limit upon the roads on the subdivision is 20 m.p.h.;

17. Tenants shall not use adjacent roads for parking of vehicles by themselves or guests but rather shall allow adequate parking facilities within the boundary of leased premises; No parking in the street or road is allowed as the road is the only access for emergency Vehicles; Guest parking in excess of forty-eight (48) hours must be properly identified by placement of a name and lot number where the guest is visiting. Lessor should also be notified to prevent towing or impoundment;

18. No fences or plantings shall be erected which will unnecessarily obstruct the view of the lake of other Tenants;

19. No fishing boats in excess of 10 h.p. are allowed; NO Jetskis, no obnoxious boat noise will be tolerated.

20. Any water/lake activities are at your own risk. Swimming, paddleboarding and kayaking etc. are allowed.

21. Fishing is catch and release only for seasonal campers.

22. No pools are allowed on the premises except "kiddy pools" with a water depth of six (6)inches or less and must be removed daily;

23. No dredging or grading or dumping dredge material into the lake is permitted without permission of Lessor.

24. Any improvement to the exterior of a camping unit must first receive approval in writing from Classic Enterprises. A diagram with the proposed improvements must be submitted to Classic Enterprises with dimensions, materials, trailer site number, and who will be doing the work. Improvements are limited to non-permanent steps, patio, decks and docks.

25. Tenant shall use the highest degree of care to keep the premises safe, clean and sanitary to comply with applicable standards of all applicable housing and building codes;

26. Tenant shall refrain from carrying on any use of the premises which would be deemed hazardous by the insurance carrier of the premises;

27. Tenant shall refrain from storing or keeping unlicensed motor vehicles, non-operational motor vehicles, unlicensed motorcycles, non-operational motorcycles,

28. Patios and decks shall not be used for storage of anything not authorized. Only lawn or patio furniture shall be allowed on decks, patios or lawns. Storage is limited to patio furniture, portable grills, bicycles and neatly stacked firewood. Items that are not labeled for outdoor use (indoor couches or furniture, etc.) may not be kept outside the trailer at any time. Off-season storage is not permitted.

29. Leases are not valid for year-round occupancy. Campers will not be stored at Emerson Estates during the winter. Camp Emerson is closed from November 1st until April 15th and storage or use of camping pads is prohibited.

30. No dismantling and/or repairing of automobiles, trucks, boats, motorcycles or trailers shall take place on the premises;

31. No disabled vehicles, or vehicles without current registration or licensing, shall be parked on the premises and Tenant will be responsible for any damage to the lot, pavement or driveways caused by oil or other fluids;

32. No commercial vehicles and/or equipment shall be on the premises at any time without written permission from the Lessor. The parking of semi trucks or trailers on the premises or roadway areas at any time is strictly prohibited;

33. No Tenant shall use neighboring vacant lots for personal storage, parking, dumping trash, gardens, trampolines or for any other purpose in the absence of express written permission of the Lessor;

34. Tampering with any electrical utility panel is a felony under the penalty of law. Outside lighting on a camping unit is permitted but must be respectful of others around. Propane tanks must be safely secured to camping unit.

35. If a lot is not kept up to any of the above standards, Lessor reserves the right to have the lot brought into conformance with those standards at Tenant's expense. All charges shall be considered additional rent and shall be billed to the Tenant. Tenant will incur a minimum charge of forty dollars ($40) per hour.

36. Quiet hours are from 10pm until 8am. Loud parties, nuisance or disrespect to neighbors will not be tolerated.

Failure to comply with Camp Emerson lease policies may result in eviction, the removal of unit at the owner's expense, and the forfeiture of all fees and deposits paid. Leases are not transferable. A new lease must be obtained for all new arrivals, and new ownership of an existing trailer. Leases are automatically terminated with a sale or permanent removal of any camping unit.

The purpose of the Rules and Regulations are to provide a community and lake area that will be neat, clean, quiet, safe and enjoyable for all the residents and seasonal campers. Let us all work together to make our community a wonderful place to enjoy. Please help by observing the above rules and regulations.

The Lessor reserves the right, upon thirty (30) days' written notice, to make changes, additions or addendums to the Rules and Regulations. These Rules and Regulations and the Lease may contain similar provisions regarding the conduct of the residents. If there is a conflict between the similar provisions, the stricter standard shall be deemed to be the one used. The Lessor will not be held responsible for the loss or damage to property or vehicles of the resident or guest by fire, theft, acts of God or personal injury at any other place in Emerson Estates Lakes Subdivision and Camp Emerson.

CRIME FREE/DRUG FREE

In consideration of the execution or renewal of the Lease, Lessor and Tenant agree to the following:

1. Neither Tenant nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Section 802]).

2. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

3. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall permit the premises to be used for, nor facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined by the local sheriff or police, at any locations, whether on or near the premises or otherwise.

5. Neither Tenant, nor any member of the Tenant household, nor any guest or other person under the Tenant's control, shall engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating activities, assault – including but not limited to the unlawful discharge of firearms on or near the dwelling premises – or any breach of the Lease that otherwise jeopardizes the health, safety and welfare of the Lessor, Lessor's agent or other persons, or involving imminent serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF ANY AGREEMENT AND/OR LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of any Lease. There is no "good cause" requirement of Nebraska for lease terminations. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. (Any violation of paragraphs 1 through 5 of this Addendum shall be a nuisance and Lessor may terminate any Lease pursuant to State law.)

7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Lessor: Classic Enterprises, LLC, Tenant(s): Read, Understood and Accepted
A Nebraska Limited Liability Company
By _____ _____
Jason & Laura Griffis, President
Date: _____ _____
Date: _____

SEASONAL CAMPING LEASE AGREEMENT/ CAMP EMERSON

This Seasonal Camping Lease Agreement ("Lease") is made on the _____ day of _____, 20___, between the Tenants, _____ ("Tenant") and the Landlord, **CLASSIC ENTERPRISES, LLC, a Nebraska Limited Liability Company** ("Landlord"). The word "Tenant" means each Tenant named above.

1. JOINT AND SEVERAL RESPONSIBILITY. The Tenants are jointly and severally responsible under this Lease.

2. PROPERTY. The tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant the property known as Lot No. _____, Emerson Estates Subdivision, Fremont, Nebraska ("Property"). The address of the Property is _____, Fremont, NE 68025.

3. TERM. The term of this Lease shall commence on the 1st day of _____, 20____, and run continuously through the ____ day of _____, 20___.

4. RENT. The Tenant agrees to pay yearly rent of _____ Dollars ($_____) in advance, without demand, deduction, or set off on or before the first day of campsite use. Commencing on the first day of _____, 20__, to Landlord. This rent covers one season or Term at Camp Emerson.

5. USE OF PROPERTY. The Tenant may use the Property only as a single family recreation camping unit and shall be restricted to _____ (___) occupant(s), namely, _____. _____ Tenant agrees not to assign this Lease or to sublet or transfer possession of the premises without the written consent of the Landlord.

6. UTILITIES. Tenant agrees to pay for and be responsible for all utility and garbage removal charges and to have those services transferred in to the name of the Tenant effective upon occupancy of the premises. Tenant covenants to continuously contract for such utility and garbage removal services throughout the term of this Lease. In the event Tenant fails to have utility and garbage removal services transferred to its name, Landlord shall have the right, at Landlord's option, to: (a) declare Tenant in default and terminate this Lease, (b) add said utility and garbage removal charges to the monthly rental of the Tenant together with an accounting/administration fee of Ten Dollars ($10.00) per month. Absent Landlord's willful misconduct, Landlord shall not be liable to Tenant, his guests or invitees for damages, including loss or damage to personal property, for failure or delay in furnishing any services, utilities or garbage removal services to be furnished by Landlord when occasioned by needed repairs, strikes or other labor controversy, accident, or due to any other cause whatsoever.

7. ADDITIONAL RENTAL. Tenant agrees to pay, in addition to the stipulated rental, all sums, damages, costs and expenses which landlord may incur due to any failure of Tenant to comply with any covenants of this Lease, including costs and repairs necessary to restore or re-lease the premises, and any damages to the premises caused by any act of Tenant, his/her family, guests, employees, animals, invitees, or licensees. Any charges under this section, or any other section, shall be deemed to be additional rental, and in collecting same, Landlord

shall be entitled to the same remedies as Landlord has for unpaid rent. In the event sums are advanced by Landlord, interest shall accrue at the rate of 16% per annum.

8. CONDITION OF PREMISES. Within seven (7) days of move-in, Tenant shall inspect the dwelling unit and then sign and deliver to Landlord a report as to its condition. By signing said report, or by failing to provide such report, Tenant acknowledges acceptance of the dwelling unit and that it is at the time of inspection in good order, repair, and in a safe, clean and tenantable condition except as specifically excepted by the Tenant. When Tenant vacates, Landlord or his/her agent shall inspect the dwelling unit and Landlord will give Tenant a written statement of charges, if any, which Tenant shall immediately pay.

9. INDEMNIFICATION. Tenant will indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of personal injury, and/or damage to property, arising from any act or omission of Tenant, its agent, family, employees, occupants, servants, guests or invitees, pets or licensees.

10. CARE OF PERSONAL PROPERTY. Tenant agrees that all property kept in the Premises shall be at the risk of Tenant. Tenant further agrees to indemnify and hold Landlord harmless from any loss, lawsuit, or damages incurred as a result of any loss or damage sustained by action of any third party, fire, water, theft, or the elements, or for loss of any articles from any cause from said Property or any other portion of the premiss. Tenant also indemnifies and holds Landlord and Agent harmless from any lawsuit or damages resulting from any injury to Tenant, Tenant's family, guests, employees, agent, invitee, or any person entering in or upon the premises. Tenant shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the premises.

11. DAMAGE OR DESTRUCTION OF PREMISES. Other than through Tenant's negligence or willful act or that of their employee, family, agent or invitee, if the leased premise or any part thereof shall sustain damage by fire or other casualty, but a substantial part continues to be fit for occupancy and use, then a fair and just proportion of the rent, according to the nature and the extent of the damage, shall be suspended, and so continue until said premises are repaired by Landlord for full occupancy by Tenant. If the premises shall be so damaged to an extent that enjoyment of the unit is substantially impaired, the Tenant may terminate this Lease by giving written notice of his intention to do so within fourteen (14) days after such casualty. If the premises are damaged to an extent that repairs are unfeasible, or Landlord elects not to repair the premises, then Landlord may terminate the Lease, and rental payments shall abate from the date of termination of the Lease.

12. ILLEGAL DRUGS. Tenant shall not possess, sell, or manufacture any illicit drug or controlled substance on or around the leasehold premises nor allow the possession, sale or manufacture of any illicit drug or controlled substance on or around the leasehold premises. Any violation of this paragraph shall result in the immediate termination of this Lease.

13. LEAD WARNING STATEMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant

women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord states and Tenant hereby acknowledges that the Landlord has no knowledge of the presence of any lead-based paint hazards in the leasehold premises and has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the leasehold premises. Tenant hereby affirms receipt of the lead hazard information pamphlet required under 15 U.S.C. 2696.

14. EVENTS OF DEFAULT. At the option of the Landlord, the following shall be considered Events of Default under this Lease:

a. Nonpayment of rent, or any part thereof, at times hereinbefore specified;

b. Default in the performance of or the compliance with any other term or condition of this Lease;

c. If at any time during the course of the Lease there shall be filed by or against the Tenant in any court a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the Tenant, or if the Tenant makes an assignment for the benefit of his creditors.

15. TERMINATION OF RENTAL AGREEMENT. This Lease may be terminated by the Landlord after the occurrence of one of the default provisions in Paragraph 15. Specifically, this Lease may be terminated by the Landlord in the event Tenant fails to cure any breach of this Agreement within three (3) days of written notice by Landlord, however, Tenant shall continue to be liable for payment of all rent and any other damages allowed by law. Upon such termination, Landlord shall be entitled to pursue all available remedies under Nebraska law.

16. ABANDONMENT If at any time during the term of this Lease Tenant abandons the demised premises or any part thereof, Landlord may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for payment of any kind whatever, and may, at its discretion, as agent for the Tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Landlord's option, hold Tenant liable for the difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if the Lease had continued in force, and the net rent for such period realized by Landlord by means of reletting.

If Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then Landlord may consider any personal belongings of the Tenant and left on the premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of any and all liability for doing so.

17. WAIVER. Landlord's waiver of any breach by Tenant of the covenants herein shall not constitute a waiver of any subsequent breach.

18. VALIDITY OF LEASE. It is agreed and understood that this Lease is intended to be in full compliance with all provisions of the Nebraska Residential Landlord and Tenant Act. Sections 76-1401 to 76-1449 of the Nebraska Revised Statutes. In the event a final Court decree rules any individual provision in non-compliance, the remainder of this Lease shall continue in full force and effect.

19. ADDITIONAL PROVISIONS.

_____

_____

_____

20. PARTIES. The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully success to their rights and responsibilities are also bound.

21. ENTIRE LEASE. All promises the Landlord has made are contained in this written Lease. This Lease can only be modified changed or amended by an agreement in writing by both the Tenant and the Landlord.

22. ENTRY BY LANDLORD. Upon reasonable notice, the Landlord may enter the property to provide services, inspect, repair, improve or show the property. In case of emergency of the Tenant's absence, the Landlord may enter the property without the Tenant's consent.

23. ACCEPTANCE. By the execution of this Lease the Tenant acknowledges that he has read this Lease and agrees to the terms and conditions herein or attached hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the date first above written.

CLASSIC ENTERPRISES, LLC, a Nebraska
Limited Liability Company, Landlord

By _____
Jason & Laura Griffis,
President and Managing Members

_____
Tenant

Theresa Mckinley

Inglewood Resident

545 Ridgeland Ave
Fremont, NE 68025
402.657.4997
tjmckinley.tm1@gmail.com

13 March 2020

Planning Commission
Planning Department
400 East Military Ave
Fremont, NE 68025

This letter is simply to voice my concern with the proposed campsites on Emerson Estates lots. I own property that sits along the dike and have lived here since 2010. My concerns may not influence your decisions however, these are legitimate concerns and I live very close to where the lots are located.

I am home everyday since I am a stay-at-home mom. We are outside the majority of the time when the weather permits. We spend quite a bit of our time playing in the garden and walking our dogs. It is very quiet and peaceful the majority of the day and I'd like to keep it that way. We do walk along the dike and through the neighborhood picking up trash often. If there are campsites the likelihood of having more trash blowing around is unavoidable. Not only is the trash a concern but also the noise level and open fires. Smoke in our home there's a huge concern because it does cause so many health problems. Often I find that when we open the windows we have to close them because someone has started a fire. It is very frustrating to not be able to have your windows open in your own home because of the polluted air. I realize noise is petty but when you have campers you will have drinking and when people are drinking that tends to create noise. With 4 locations within walking distance from Emerson estates that sell liquor (the windmill being extremely close) I feel that encourages drinking.

I realize that all these things are nothing but complaints and I sound like a crabby old lady. I'm just a young 30-something mother who stays at home with her daughter, I am not in favor of having strangers camping out in my backyard essentially on a regular basis. I do not want smoke blowing in my windows during the spring and summer months when I should be able to open them for fresh air. There's a liquor store walking distance from me, and that will most certainly encourage more drinking and more noise. What it boils down to this is a residential community and having campsites intermingled amongst permanent residents is ridiculous. I'm not in favor of these campsites whatsoever.

Sincerely,

Theresa McKinley
Inglewood Resident

STAFF REPORT

TO: Planning Commission

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 16, 2020

SUBJECT: Bluestem Commons Preliminary Plat

Recommendation: Recommend approval to City Council

Background:

This is a request for a Preliminary Plat on property generally described as:

> THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

The property is zoned R, Rural. The property to the north, west and south is zoned R, Rural. The Ritz Lake subdivision to the east which is zoned PD, Planned Development.

This proposal is associated with a Planned Development and a Final Plat. The developer intends to establish a Sanitary Improvement District (SID). A subdivision agreement will be submitted f prior to action by the City Council on the Final Plat.

The Preliminary Plat is proposed to contain 132 duplex, triplex, and row house lots, three multi-family residential lots, a mixed use commercial/clubhouse lot, and two outlots.

The duplex, triplex and row house lots meet or exceed the minimum lot sizes in the UR, Urban Residential District.

The multi-family lots would contain a total of eight apartment buildings with up to 36 units each, totaling up to 272 dwelling units.

The lot for the clubhouse and green space area will also contain neighborhood oriented commercial uses such as offices, a coffee shop and a daycare. This will serve the entire development.

An outlot with a storm water retention cell and a walking trail is located in the southwest corner of the property. The retention cell will be oversized to accommodate a “100 year” storm event.

A homeowner’s association will be established to maintain the outlots, detention cell and

trail.

The proposal is consistent with the Planned Development. The Planning Commission recommended approval to the Planned Development at its February 17, 2020 meeting.

The developer will coordinate with the Department of Utilities to extend gas throughout the development. The costs will be addressed in the subdivision agreement associated with the final plat.

The developer will work with the County to widen Luther Rd and to pave and install curb and gutters on County Road T. The paving will be extended to the limits of Phase I initially. This will be addressed in the subdivision agreement.

The subdivision agreement will address the costs of paving County Road T. County Road T will be required to be paved with the last phase of the development of Big Bluestem Road.

A sidewalk is required along County Road T and along Luther Road at the time of final plat.

The Public Works Director previously found the grading and drainage study and plan satisfactory.

The developer has provided easements as requested by the Utilities Department.

The water design is satisfactory to the Utilities Department.

The developer will work with the Utilities Department regarding the design of the sanitary sewer service to best accommodate the future growth of this area. One option is to route sanitary sewer service from the north through Bluestem Commons to a lift station. The Public Works Director, Assistant City Administrator for Utilities and the developer have agreed to work together to finalize the best design. The final design solution will be addressed in the subdivision agreement.

Fire hydrants and street signage will be addressed in the subdivision agreement.

Bicycle parking will be provided.

The Public Works Director previously noted that the sidewalks along outlots and common areas should be part of the public improvements and addressed in the subdivision agreement.

Fiscal Impact: N/A costs are assigned at the time of final plat

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 6 AND ALSO TOGETHER WITH LOT 1, BLOCK 7 AND ALSO TOGETHER WITH LOTS 1 THROUGH 19, INCLUSIVE, BLOCK 8 AND OUTLOTS A AND B, BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

FLOOD ZONE

FLOOD ZONE X
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA
MAP NUMBER 31053C0405E
MAP EFFECTIVE DATE: JANUARY 2, 2008
COMMUNITY NUMBER: 310068 0405 E

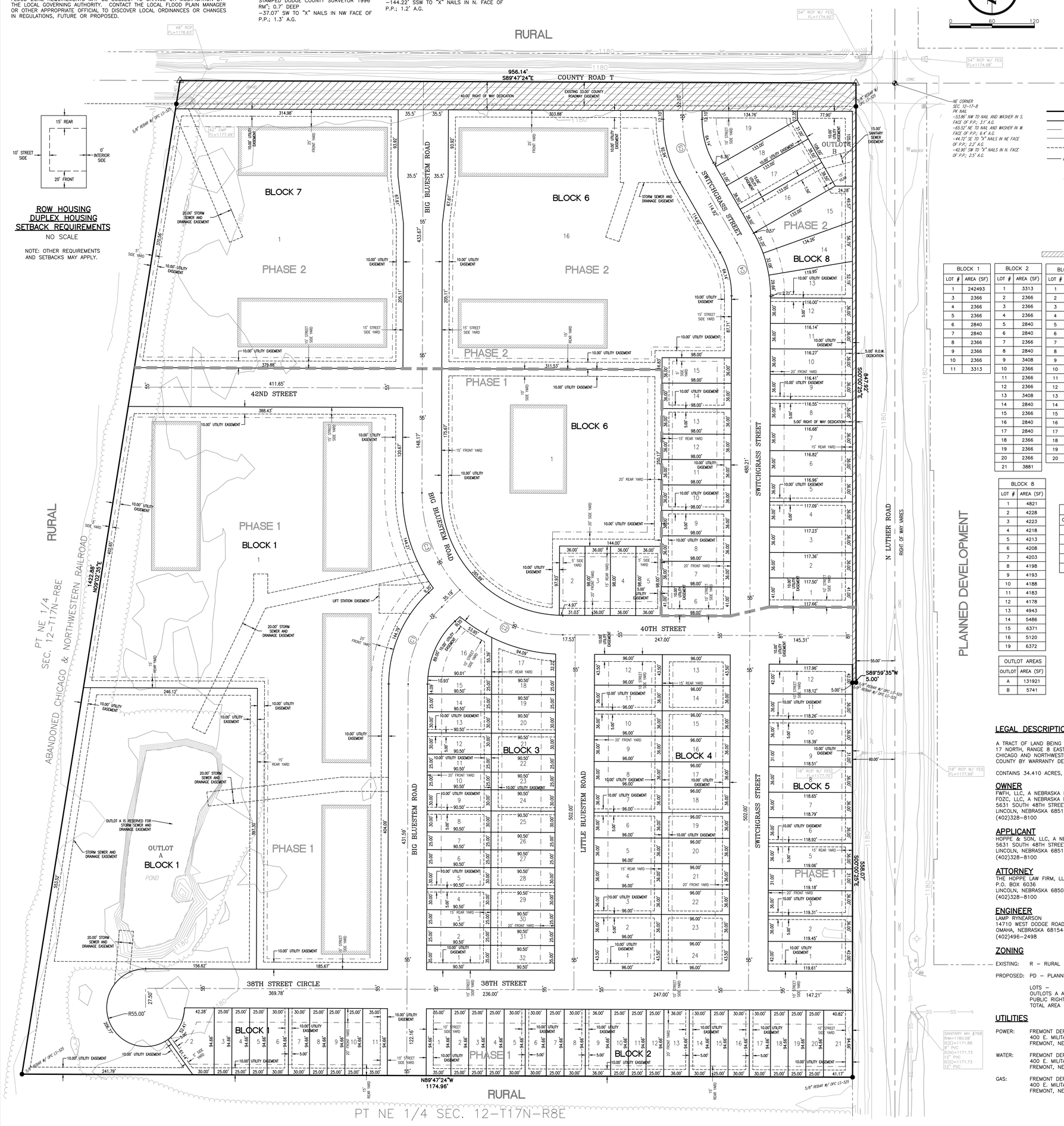
FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12–17–8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
–44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
–54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
–42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
–37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12–17–8
SURVEY SPIKE
–38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
–50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
–55.85' ESE TO TOP NUT OF FIRE HYDRANT
–144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E



VICINITY MAP

ROW HOUSING DUPLEX HOUSING SETBACK REQUIREMENTS

NO SCALE

NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY.

15' REAR
10' STREET SIDE
0' INTERIOR SIDE
20' FRONT

LEGEND

BOUNDARY LINE
LOT LINE
EXISTING LOT LINE
SECTION LINE
EASEMENT
OVERHEAD POWER
CONTROL POINT
FES
FIRE HYDRANT
GAS CURB STOP
GUY
INFORMATION SIGN
MAILBOX
MANHOLE
POWER POLE
BUILDING
SECTION CORNER
CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS–561)
CORNER FOUND
COMPUTED CORNER
STOP SIGN
UNIDENTIFIED RISER
FLOW LINE
TOP OF CURB
GUTTER
TREE LINE
STREET DEDICATION
SECTION CORNER
SETBACK LINE
PHASE LINE

BLOCK 1	
LOT #	AREA (SF)
1	242493
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528
6	4018
7	3528
8	3528
9	3528
10	3528
11	3528
12	3528
13	3528
14	3528
15	3528
16	133305

BLOCK 7	
LOT #	AREA (SF)
1	127662

BLOCK 8	
LOT #	AREA (SF)
1	4821
2	4228
3	4223
4	4218
5	4213
6	4208
7	4203
8	4198
9	4193
10	4188
11	4183
12	4178
13	4943
14	5486
15	6371
16	5120
19	6372

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	5741

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"
C4	150.00	78.54	77.65	30°00'00"
C5	150.00	78.54	77.65	30°00'00"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. OUTLOTS A AND B ARE RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
5. OUTLOTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

CONTAINS 34.410 ACRES, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

OWNER

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516–4107
(402)328–8100

APPLICANT

HOPPE & SON, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516–4107
(402)328–8100

ATTORNEY

THE HOPPE LAW FIRM, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
P.O. BOX 6036
LINCOLN, NEBRASKA 68506
(402)328–8100

ENGINEER

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154–2027
(402)496–2498

ZONING

EXISTING: R – RURAL

PROPOSED: PD – PLANNED DEVELOPMENT

LOTS –	23.795 ACRES
OUTLOTS A AND B –	3.160 ACRES
PUBLIC RIGHT OF WAY –	7.455 ACRES
TOTAL AREA –	34.410 ACRES

UTILITIES

POWER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

WATER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

GAS: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

CONTROL NOTE

– HORIZONTAL DATUM IS BASED ON THE DODGE COUNTY LOW DISTORTION COORDINATE SYSTEM.

– VERTICAL DATUM IS BASED ON NAVD88 (GEOID–12A).

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1–800–331–5666) PRIOR TO ANY EXCAVATION ON THIS SITE.

TODD L. WHITFIELD
LS–561

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

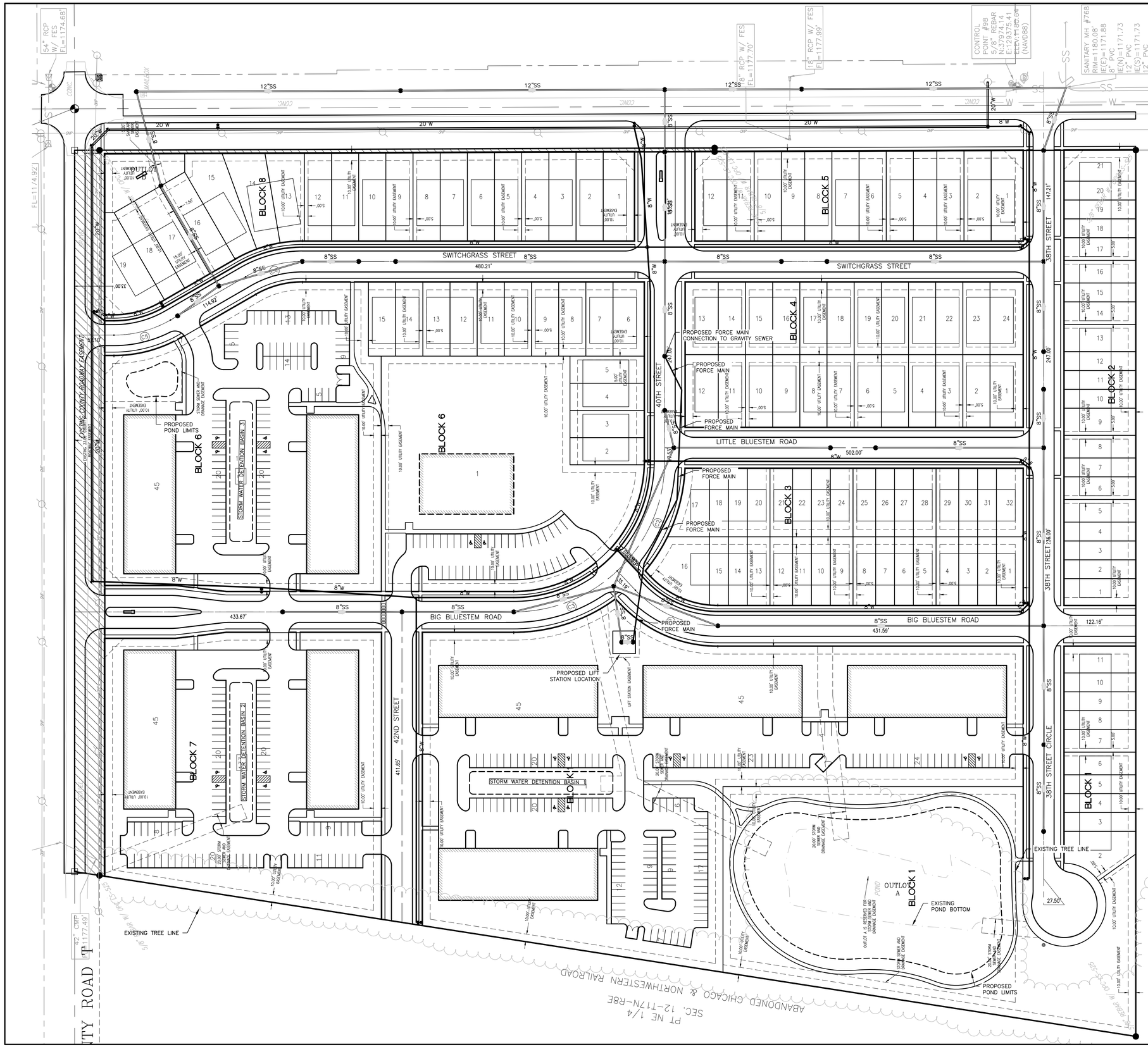
PRELIMINARY PLAT

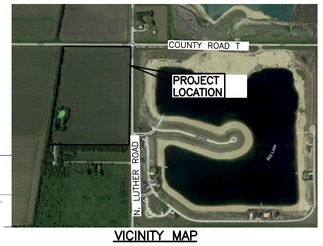
BLUESTEM COMMONS
DODGE COUNTY, NEBRASKA

REVISIONS

DESIGNER / DRAFTER
TLW/EAM
DATE
2–14–2020
PROJECT NUMBER
0119078.01–002
BOOK AND PAGE
19078, 1–6

SHEET
1 OF 1





VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 8"SS — PROPOSED SANITARY SEWER
- PROPOSED FORCE MAIN
- PROPOSED MANHOLE
- PROPOSED PAVEMENT
- SECTION LINE
- SECTION CORNER
- LOT LINE
- W — WATER
- FIRE HYDRANT ASSEMBLY

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 60 120

SANITARY SEWER AND WATER PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

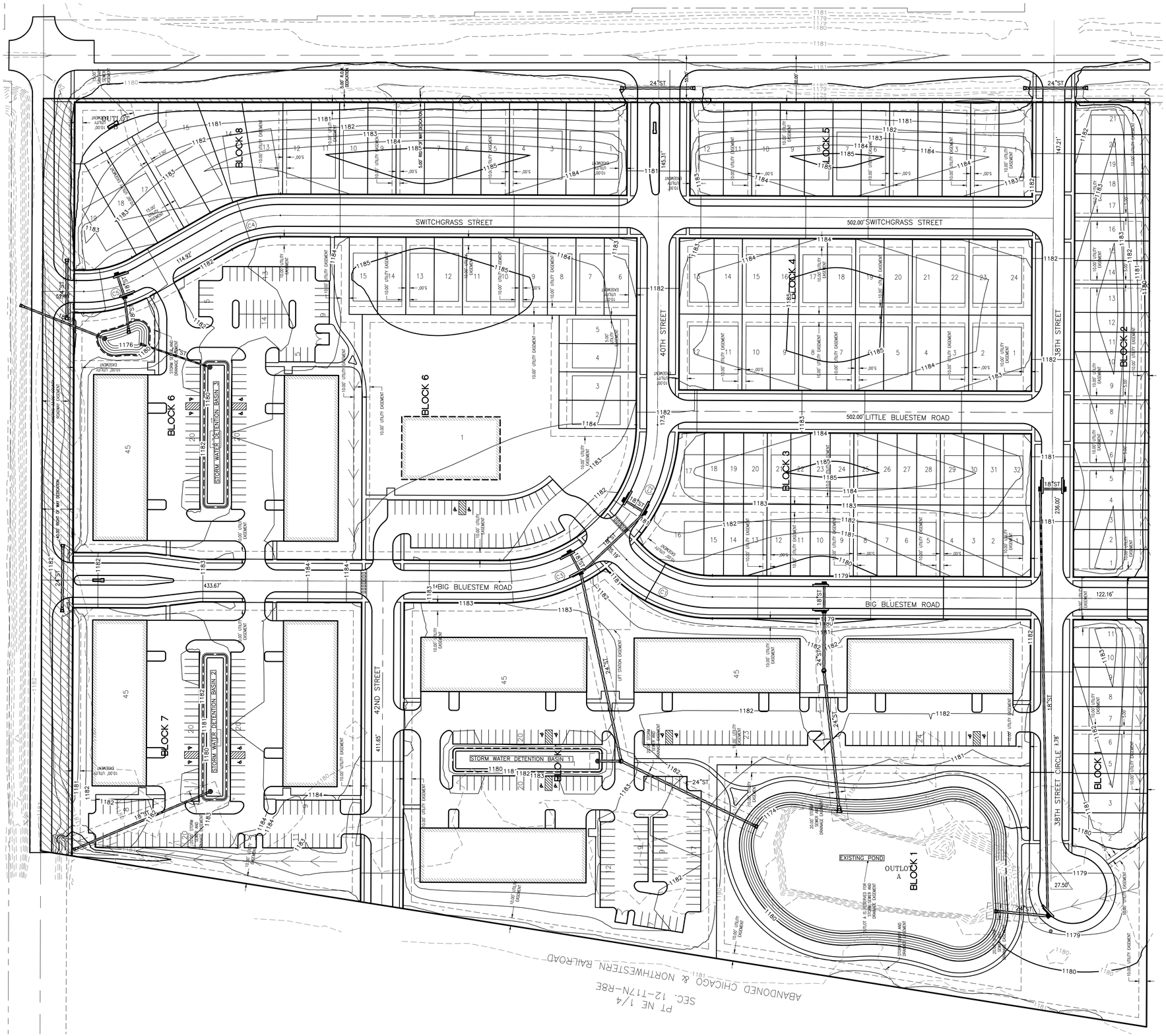
ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER ASSUMES THAT ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

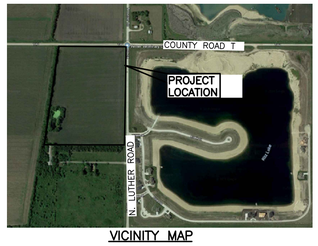
REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MAINOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
3 OF 4

L:\Engineering\0119078 Fremont Housing\DRAWINGS\SHEETS\0119078-PD-SANITARY-AND-WATER.dwg, 2/14/2020 1:24:28 PM, MAINOR MARTINEZ, LAMP RYNEARSON





VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 1090 PROPOSED CONTOURS
- 1090 EXISTING CONTOURS
- PROPOSED SILT BASINS/WATER QUALITY
- SECTION LINE
- SECTION CORNER
- LOT LINE
- INTERCEPTOR SWALE
- 18"ST PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED GRATE INLET
- PROPOSED AREA INLET
- PROPOSED CURB INLET

LAMP RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 60 120

STORM SEWER AND GRADING PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's **below.** **Call** before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION AND THE SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MAINOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
2 OF 4

L:\Engineering\0119078 Fremont Housing\DRAWINGS\EXHIBITS\0119078-PD-GRADING-AND-STORM.dwg, 2/14/2020 1:24:09 PM, MAINOR MARTINEZ, LAMP RYNEARSON

Staff Report

TO: Planning Commission

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: March 16, 2020

SUBJECT: Bluestem Commons Addition Final Plat

Recommendation: Recommend approval to the City Council

Background:

This request for the Bluestem Commons Addition final plat is associated with a request for the Bluestem Commons Preliminary Plat. A request for a change of zone from R, Rural to PD, Planned Development on this property was heard by the Planning Commission on February 17, 2020.

The proposed final plat is the first phase of the development. It consists of two outlots, a lot for apartment buildings, a lot for a mixed use clubhouse/commercial building, and 103 duplex/triplex/rowhouse lots.

The developer intends to establish a Sanitary Improvement District (SID) with the approval of the final plat.

The proposed final plat is consistent with the proposed preliminary plat.

The Future Land Use map shows the area for residential development.

A subdivision agreement is required to prior to approval by City Council to address the costs associated with the installation of infrastructure, and to establish the SID.

Fiscal Impact: none

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366

BLOCK 2	
LOT #	AREA (SF)
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456

BLOCK 4	
LOT #	AREA (SF)
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

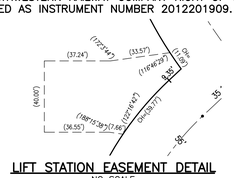
BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	453416

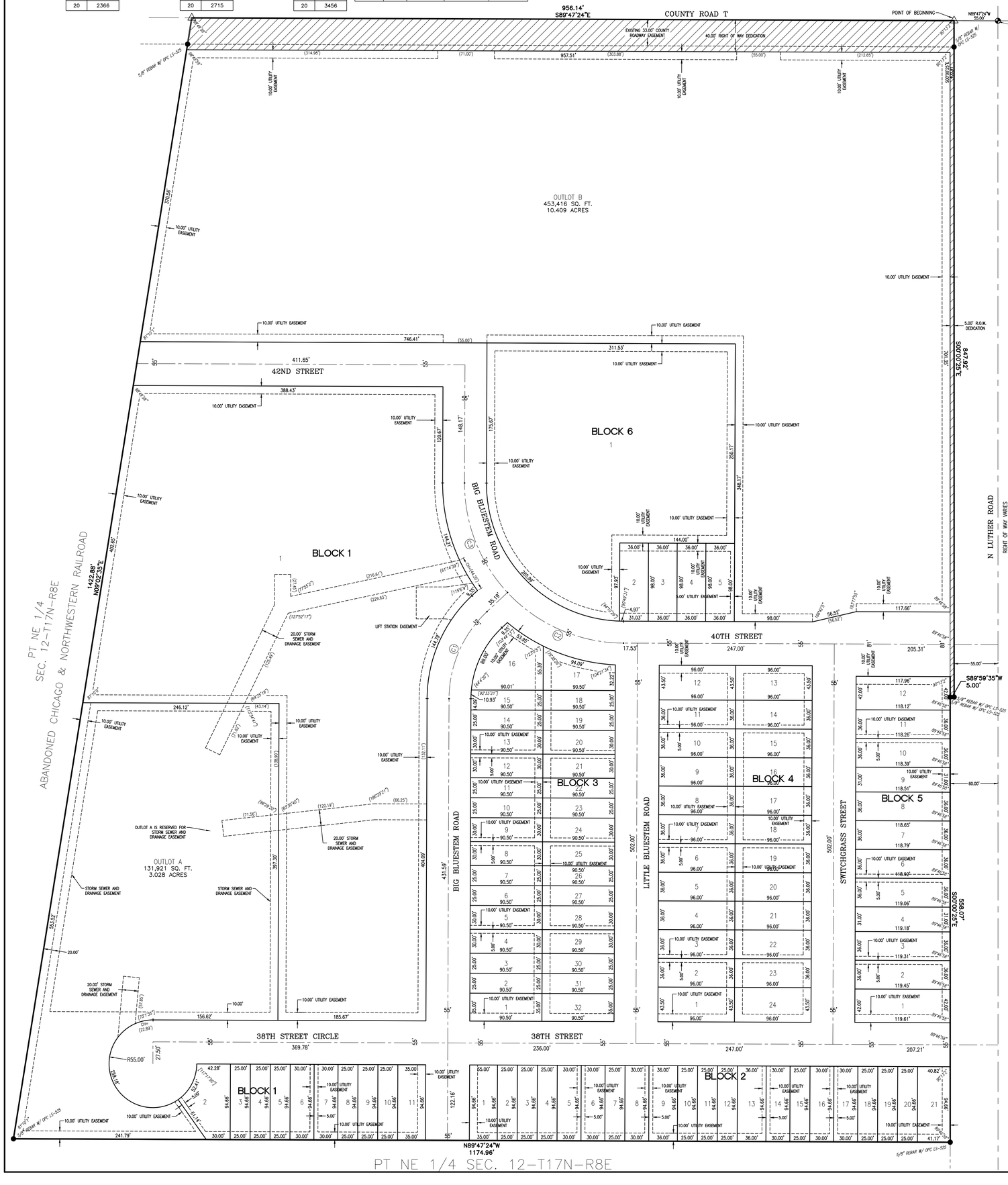
CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
7. OUTLOT A IS RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
8. OUTLOT B IS RESERVED FOR FUTURE DEVELOPMENT.
9. OUTLOTS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.



LIFT STATION EASEMENT DETAIL
NO SCALE



LEGEND

- SECTION LINE
- SECTION CORNER
- CORNER FOUND
- CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E

0 60 120

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12-17-8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
-44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
-54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
-42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
-37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12-17-8
SURVEY SPIKE
-38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
-50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-55.85' ESE TO TOP NUT OF FIRE HYDRANT
-144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

TODD L. WHITFIELD, L.S. 561
LAMP RYNEARSON
14710 W. DODGE ROAD, SUITE 100
OMAHA, NE 68154

2-14-2020
DATE

REGISTERED LAND SURVEYOR
TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND BLOCKS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUESTEM COMMONS; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS TO THE CITY OF FREMONT, NEBRASKA, A MUNICIPAL CORPORATION AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

WARD F. HOPPE
MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 20____

BY WARD F. HOPPE, MANAGER OF FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANIES.

SIGNATURE OF NOTARY PUBLIC

APPROVAL OF FREMONT CITY PLANNING COMMISSION

THIS FINAL PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION THIS

_____ DAY OF _____, 20_____

SECRETARY, FREMONT PLANNING COMMISSION

APPROVAL OF FREMONT CITY COUNCIL

THIS PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF FREMONT, NEBRASKA THIS

_____ DAY OF _____, 20_____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST _____
CITY CLERK

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L. WHITFIELD
LS-561

FINAL PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

REVISIONS
12-6-2019 EAM
12-11-2019 EAM
2-14-2020 EAM

DESIGNER / DRAFTER	TLW/EAM
DATE	2-14-2020
PROJECT NUMBER	0119078.01-002
BOOK AND PAGE	19078, 1-6

SHEET 1 OF 1

L:\Engineering\0119078 Fremont Housing\SURVEY\DRAWINGS\SHEETS\0119078-PH1-FP-01.dwg, 2/14/2020 1:44:51 PM, ELISE A. MOLLAR, LAMP RYNEARSON