

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION: AMENDMENT TO SPECIAL USE PERMIT FOR LEISURE VILLAGE
AMENDED

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County Board of Commissioners has the authority to adopt a Zoning Regulation, which shall have the force and effect of law pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2007); and,

WHEREAS, said Zoning Regulations require the County Board of Commissioners to approve Special Use Permits; and

WHEREAS, the applicant has applied to amend the existing Special Use Permit as follows:

1. Allow for use of RV pad sites Nos. 1 – 111 and 127 – 192 inclusive from March 15 to November 15 every year.

WHEREAS, Bruce Fountain, Planning Director has reviewed Leisure Village's application to amend the Special Use Permit for compliance with the Sarpy County Comprehensive Plan and the Sarpy County Zoning Regulations on the property legally described as follows:

Lot 1, Leisure Village, Sarpy County, NE.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board makes the following findings of fact:

- I. A public hearing regarding the amendments to the Special Use Permit was held before the Sarpy County Planning Commission on November 14, 2012. The Planning Commission provided their recommendation to the County Board.
- II. A public hearing regarding the Special Use Permit Application was held by this Board.
- III. Notice of each of the Public Hearings described above was published at least once in the ten (10) day period immediately prior to each respective public hearing as required by Neb. Rev. Stat. §23-164 (Reissue 2007).
- IV. The Planning Director has made a recommendation as noted in the attached Exhibit A, which Exhibit A includes the Planning Director report and site plan of the Leisure Village Recreational Area.

- V. The applicant, Leisure Village has submitted an amended Operation Plan, an amended Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and an amended Development Agreement, which documents are incorporated herein by reference and attached to this Resolution as Exhibit B.
- VI. The Special Use Permit Amendment Application is in compliance with the Comprehensive Development Plan.

FURTHER BE IT RESOLVED THAT this Board in light of the above recited findings of fact, after due deliberation and consideration, approves the proposed amendments to the Special Use Permit subject to the following conditions:

1. That FEMA issue the applicant a Letter of Map Revision based on Fill (LOMRF) which indicates that the areas of the specified pad sites are no longer in the floodplain.
2. Said FEMA approval must be filed with the Sarpy County planning department prior to the use of any pad sites outside of the April 15 to October 11 time frame.
3. The applicant must submit an Amended Operation Plan for Special Use Permit, an Amended Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and an Amended Development Agreement consistent with the following dates of use: from March 15 to November 15.
4. The County Attorney must file a statement with the County Clerk that the Amended Operation Plan for Special Use Permit, the Amended Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and the Amended Development Agreement is consistent with the following dates of use: from March 15 to November 15.
5. The operation must be maintained as according to the Amended Operation Plan for Special Use Permit, the Amended Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and the Amended Development Agreement.

The above AMENDED Resolution was DENIED by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 4th day of December 2012.


 Sarpy County Board Chairman



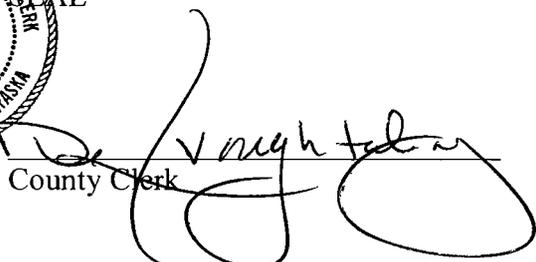
Attest
 DEBRA HOUGHTALING, COUNTY CLERK
 SARPY COUNTY, NEBRASKA

 County Clerk

EXHIBIT "A"
Planning Director Report for
Sarpy County Board of Commissioners
Meeting Date: December 4, 2012

Subject	Type	By
Amendment to an existing Special Use Permit for Leisure Village, LLC to: <ul style="list-style-type: none"> • <i>permit the year long use of certain recreational vehicle (RV) pad sites (#s 1-111 and #s 127-192) which would be outside of the floodplain areas; and,</i> • <i>permit the applicant, at its option, to install a force main, lift station and wastewater treatment plant in lieu of previously approved holding tank system</i> 	Public Hearing & Resolution	Bruce Fountain, AICP, EDFP Director, Planning & Building

➤ **Summary and Purpose of Request:**

- Leisure Village, LLC is requesting approval of an amendment to their previously approved Special Use Permit (SUP) for the Leisure Village development to:
 - provide for year-long use of certain RV pad sites (#s 1 through 111 and #s 127 through 192 inclusive) which are set forth in "Staff Report Exhibit A" and in the attached application; and,
 - permit the applicant, at their option, to install a force main, lift station and wastewater treatment plant as shown in "Exhibit B" of the attached application in lieu of the wastewater holding tank system previously approved.
- The site is currently undeveloped with two existing lakes, but grading and landscaping work has been undertaken by the applicant in preparation for this development.

➤ **Background and Analysis:**

- The detailed staff report on this application was presented to the Planning Commission at their November 14, 2012 meeting and is attached for your information and review.

➤ **Staff Recommendation:**

- Staff recommends **APPROVAL** of the requested amendment to the Special Use Permit for Leisure Village, LLC as described above and in their application (including all Exhibits) subject to the following requirements:
 - 1) The applicant will have to receive approval of Letter(s) of Map Revision based on Fill (LOMR-F) from FEMA indicating that the areas of the specified pad sites are no longer in the floodplain, and such LOMR-F approvals must be submitted to the County Planning Department prior to use of the specified pad sites outside of the April 15 to October 11 time frame.
 - 2) All appropriate Federal, State and local permits and approvals for the proposed wastewater treatment system must be obtained prior to its installation and use. In addition, the applicant must satisfy the concerns of the Papio-Missouri River Natural Resources District (PMNRD) and the Municipal Utilities District (MUD) regarding the wastewater treatment system and receive their approval as well.

Staff recommends approval as the proposed amendment to the SUP is in conformance with the Sarpy County Comprehensive Plan and Sarpy County Zoning Regulations.

➤ **Planning Commission Recommendation:**

- On November 14, 2012 the Planning Commission voted 4-3 to recommend **APPROVAL** of the amendment to the Special Use Permit application submitted by Leisure Village, LLC to provide for

year-long use of certain RV pad sites (#s 1 through 111 and #s 127 through 192 inclusive) which are set forth in "Staff Report Exhibit A" and in the attached application.

MOTION: *Lichter moved, seconded by Torczon, to recommend APPROVAL of amendment to Special Use Permit for Leisure Village, LLC to provide for year-long use of certain RV pad sites (#s 1 through 111 and #s 127 through 192 inclusive), subject to the applicant receiving approval of a LOMR-F (Letter of Map Revision based on Fill) from FEMA indicating the area of specific pad sites are no longer in the floodplain. Approval documentation must be filed with the Sarpy County Planning Department prior to any use of the pad sites outside of the current April 15 to October 11 time frame currently approved, as the proposal is in conformance with the Comprehensive Plan and Zoning Regulations. **Ballot:** Ayes – Lichter, Torczon, Stuart, Mohr. Nays – Fenster, Farrell and Vanek. Abstain – none. Absent – Thompson, Murante, Whitfield, and Bliss.*

- On November 14, 2012 the Planning Commission voted 7-0 to recommend **APPROVAL** of the amendment to the Special Use Permit application submitted by Leisure Village, LLC to permit the applicant, at their option, to install a force main, lift station and wastewater treatment plant as shown in "Exhibit B" of the attached application in lieu of the wastewater holding tank system previously approved subject to all the appropriate federal, state and local permits and approvals for the proposed system including addressing the concerns of PMNRD and MUD.

MOTION: *Torczon moved, seconded by Lichter, to recommend APPROVAL to amend the Special Use Permit to permit the Applicant the option to install a force main, lift station and wastewater treatment plant in lieu of the wastewater holding tank system previously approved, subject to all the appropriate federal, state and local permits and approvals for the proposed waste water treatment system including addressing the concerns of PMNRD and MUD prior to the systems installation and use as it is in conformance with the Sarpy County Comprehensive Plan, Zoning Regulation and Subdivision Regulation. **Ballot:** Ayes – Lichter, Torczon, Stuart, Mohr, Fenster, Farrell, and Vanek. Nays – none. Abstain – none. Absent – Thompson, Murante, Whitfield, and Bliss. **Motion carried 7-0-4.***

Respectfully submitted by:
Bruce Fountain, AICP, EDFP
Director, Planning & Building Dept.



SARPY COUNTY PLANNING & BUILDING DEPARTMENT

RECOMMENDATION REPORT

AMENDMENT TO SPECIAL USE PERMIT (SUP 12-0008) LEISURE VILLAGE, LLC

- *PERMIT THE YEAR LONG USE OF CERTAIN RV PAD SITES (#s 1-111 AND #s 127-192) WHICH WOULD BE OUTSIDE OF THE FLOODPLAIN AREAS*
- *PERMIT THE APPLICANT, AT ITS OPTION, TO INSTALL A FORCE MAIN, LIFT STATION AND WASTEWATER TREATMENT PLANT IN LIEU OF PREVIOUSLY APPROVED HOLDING TANK SYSTEM*

PLANNING COMMISSION HEARING OF: NOVEMBER 14, 2012

I. GENERAL INFORMATION

A. APPLICANT & PROPERTY OWNER:

Leisure Village, LLC
1505 N. 203rd Street
Elkhorn, NE 68022

B. SUBJECT PROPERTY LOCATION: Subject property is between 38th Street and Paradise Road, south of LaPlatte Road

C. LEGAL DESCRIPTION: Lot 1, Leisure Village as surveyed, platted and recorded in Sarpy County, NE

D. SUBJECT PROPERTY SIZE: approximately 214.31 acres

E. EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS:

- Future Land Use Designations: Bellevue Future Growth Area
- Zoning: AG (Agricultural Farming District)

F. REQUESTED ACTION(S):

- Approve an amendment to the previously approved Special Use Permit (SUP) for the Leisure Village development to:
 - provide for year-long use of certain RV pad sites (#s 1 through 111 and #s 127 through 192 inclusive) which are set forth in "Staff Report Exhibit A" and in the attached application.
 - permit the Applicant, at their option, to install a force main, lift station and wastewater treatment plant as shown in Exhibit "B" of the attached application in lieu of the wastewater holding tank system previously approved.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The site is currently undeveloped with two existing lakes, but grading and landscaping work has been undertaken by the applicant in preparation for this development

B. GENERAL VICINITY USE AND ZONING

- North: Undeveloped agricultural, zoned AG
- South: Platte River

- East: Single Family Residential, zoned RD-50
- West: Metropolitan Utilities District facility, zoned AG

C. APPLICABLE REGULATIONS:

- Sarpy County Comprehensive Development Plan
- Sarpy County Zoning Regulations:
 - Section 9 regarding the AG (Agricultural Farming) District
 - Section 30 regarding Floodplain Development Regulations
 - Section 21 regarding Special Use Permits

D. ANALYSIS / STAFF COMMENTS:

Year-long Use of RV Pad Sites

- The applicant currently has a valid SUP, which was approved by the County Board on September 28, 2010, to allow up to 192 pad sites for parking of Recreational Vehicles (RVs) from April 15 through October 11 of each year.
- The date restrictions applied were related to previous regulations related to floodplain development and required by the AG zoning district.
- Due to issues that had come up county-wide, the County Board approved amendments to the Sarpy County Zoning regulations on August 28, 2012 which eliminated date restrictions on the use of personal RVs in an AG zoning district. This was done as it was determined that there was no need to place this restriction on AG zoned properties if they are not in a designated floodplain zone.
- At that same time, the County Board also amended the County's floodplain regulations to specify that RVs may only be utilized between April 1 and October 31 of the year if they are located in a floodplain zone. This applies to any property in a designated floodplain zone regardless of its zoning classification.
- The applicant is now requesting that the previous date restrictions for use of the RV pad sites placed on the SUP be lifted on the specifically identified pad sites which they believe will not be in the designated floodplain zone upon completion of the development. The applicant feels that upon completion of the development, these specified pad sites will be elevated to where they are no longer in the floodplain.
- The applicant will have to receive approval of Letter(s) of Map Amendment (LOMA) from FEMA indicating that the areas of the specified pad sites are no longer in the floodplain before they will be able to be utilized on a year round basis.
- Such LOMA approvals would have to be submitted to the County Planning Department prior to use of the pad sites outside of the April 15 to October 11 time frame.

Wastewater Treatment Plant Option

- A holding tank system for wastewater treatment was approved as part of the original SUP.
- After some further cost/benefit analysis, the applicant would like to have the option to consider utilizing a system in which they would install a force main, lift station and wastewater treatment plant in lieu of the holding tank system.
- All appropriate Federal, State and local permits and approvals for such a system would have to be obtained prior to its installation and use

E. OTHER AGENCY REVIEW/COMMENTS:

- The applications were sent to each of the five cities in Sarpy County as well as jurisdictional agencies or departments that may have an interest.

- At the time of this report, no comments or responses had been received from other area jurisdictions or agencies. Staff will update the Planning Commission at their November 14th meeting of any comments or responses that are received and provide copies at that time.

IV. STAFF RECOMMENDATION:

Staff recommends APPROVAL of the requested amendment to the Special Use Permit for Leisure Village, LLC as described above and in their application (including all Exhibits) subject to the following requirements:

- 1) The applicant will have to receive approval of Letter(s) of Map Amendment (LOMA) from FEMA indicating that the areas of the specified pad sites are no longer in the floodplain, and such LOMA approvals must be submitted to the County Planning Department prior to use of the specified pad sites outside of the April 15 to October 11 time frame.
- 2) All appropriate Federal, State and local permits and approvals for the proposed wastewater treatment system must be obtained prior to its installation and use

Staff recommends approval as the proposed amendment to the SUP is in conformance with the Sarpy County Comprehensive Plan and Sarpy County Zoning Regulations.

V. PLANNING COMMISSION RECOMMENDATION:

MOTION: Lichter moved, seconded by Torczon, to recommend APPROVAL of amendment to Special Use Permit for Leisure Village, LLC to provide for year-long use of certain RV pad sites (#s 1 through 111 and #s 127 through 192 inclusive), subject to the applicant receiving approval of a LOMR-F (Letter of Map Revision based on Fill) from FEMA indicating the area of specific pad sites are no longer in floodplain. Approval documentation must be filed with the Sarpy County Planning Department prior to any use of the pad sites outside of the current April 15 to October 11 time frame currently approved, as the proposal is in conformance with the Comprehensive Plan and Zoning Regulations. **Ballot:** *Ayes – Lichter, Torczon, Stuart, Mohr. Nays – Fenster, Farrell and Vanek. Abstain – none. Absent – Thompson, Murante, Whitfield, and Bliss. Motion carried 4-3-4*

MOTION: Torczon moved, seconded by Lichter, to recommend APPROVAL to amend the Special Use Permit to permit the Applicant the option to install a force main, lift station and wastewater treatment plant in lieu of the wastewater holding tank system previously approved, subject to all the appropriate federal, state and local permits and approvals for the proposed waste water treatment system including addressing the concerns of PMNRD and MUD prior to the systems installation and use as it is in conformance with the Sarpy County Comprehensive Plan, Zoning Regulation and Subdivision Regulation. **Ballot:** *Ayes – Lichter, Torczon, Stuart, Mohr, Fenster, Farrell, and Vanek. Nays – none. Abstain – none. Absent – Thompson, Murante, Whitfield, and Bliss. Motion carried 7-0-4.*

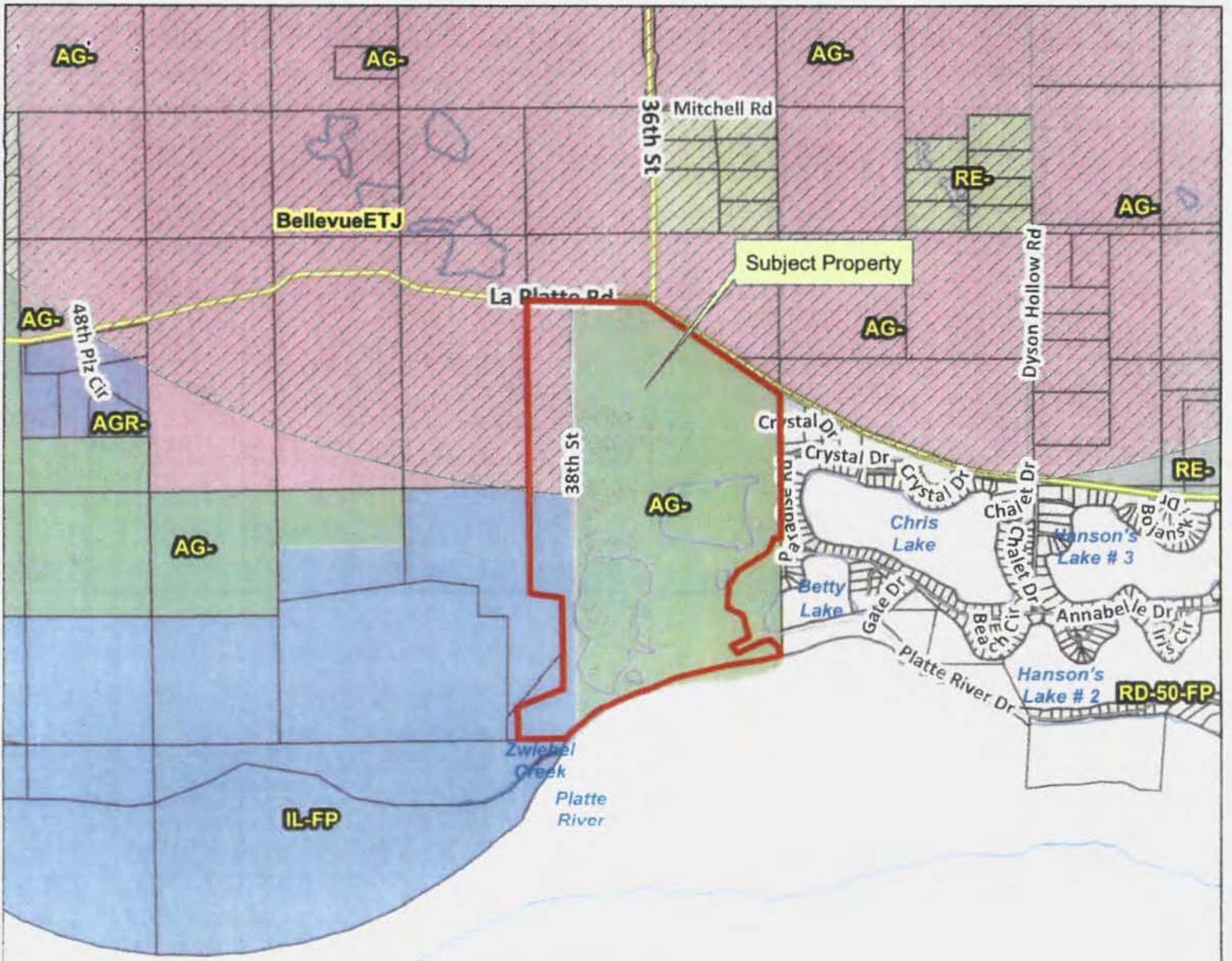
VI. ATTACHMENTS TO RECOMMENDATION REPORT:

1. Staff Report Exhibit A – Map of Subject Areas
2. Current Zoning Map of Area
3. Current Development Structure Plan of Area – Figure 5.1 of Comprehensive Plan
4. Flood Zone Map of Area
5. SUP Application including all Exhibits

VII. COPIES OF REPORT SENT TO:

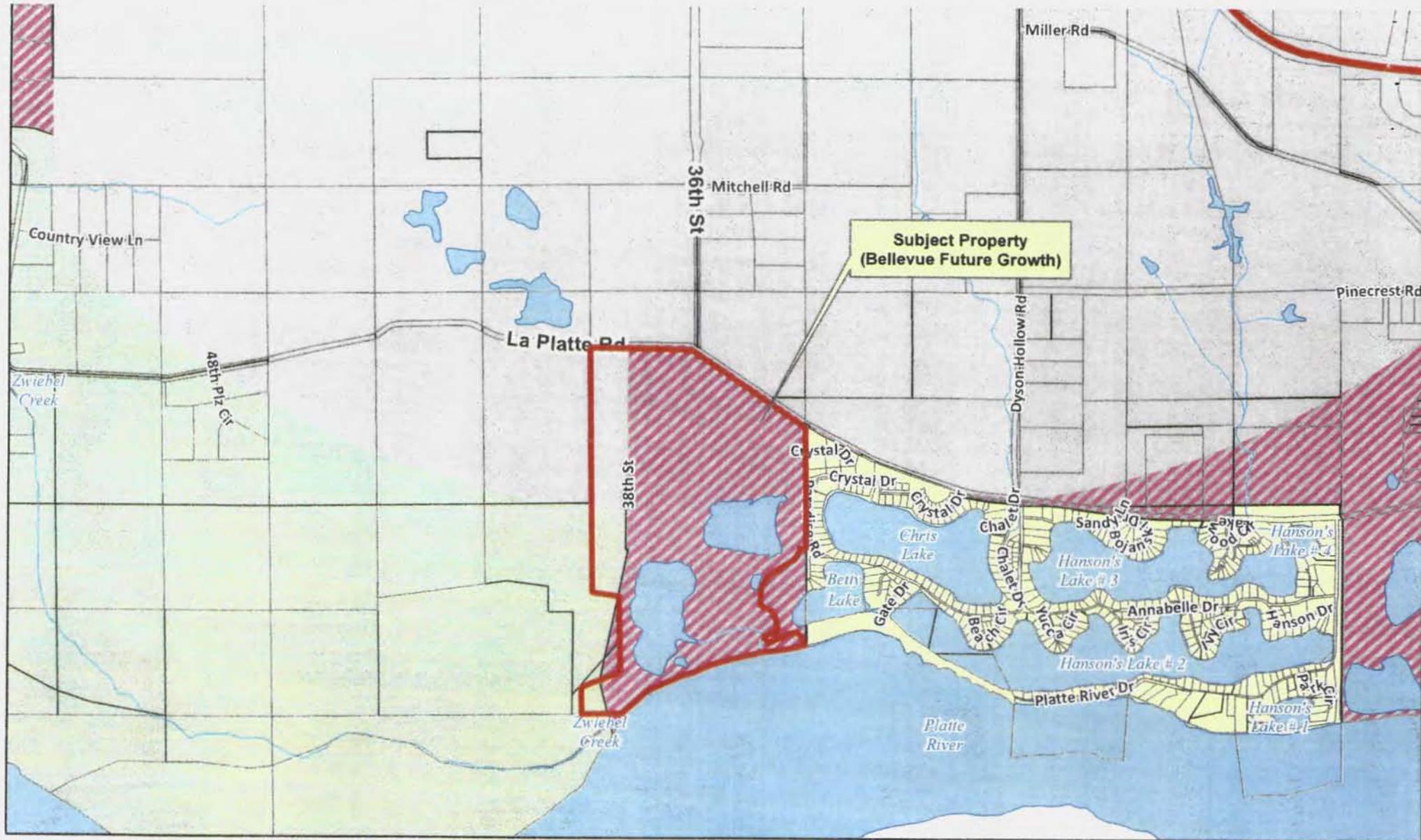
1. Jim Lang, agent for Leisure Village, LLC (applicant and owner)
2. Public Upon Request

**Respectfully submitted by:
Bruce Fountain, AICP, EDFP
Director, Planning & Building Dept.**

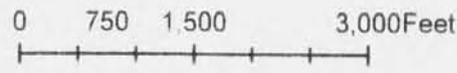


Vicinity Map - Zoning
Leisure Village
SUP Amendment





Current FLU - Sarpy Co

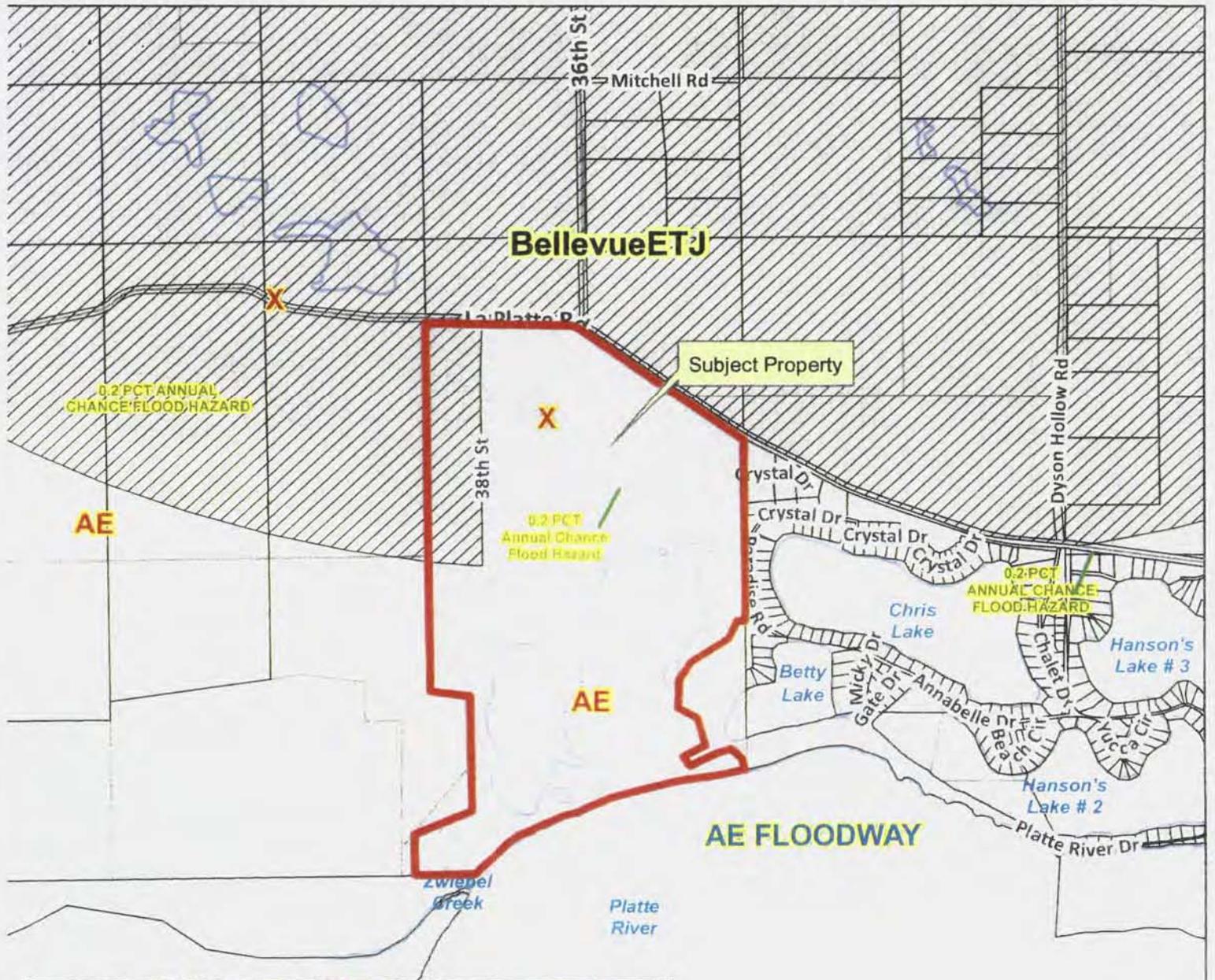


Leisure Village - SUP Amendment

Comprehensive Development Plan
Figure 5.1: Development Structure Plan
 Sarpy County, Nebraska

Legend

- | | | |
|-------------------------------------|---------------------------------|-----------------------|
| features GIS HighwayCorridorOverlay | Long Term Residential Growth | Cross County Arterial |
| Bellevue Future Growth | Mixed Use | City Limit |
| Business Park | Mixed Use Center | City ETJ |
| Civic | New Richfield Village | |
| Conservation Residential | Park/School Site | |
| Estate Residential | Plug Interchange Development | |
| Greenway | Residential - Community Systems | |
| Industrial | Urban Residential | |
| Light Industrial/Storage | Urban Residential II | |



Legend

DFIRM

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- 1 PCT FUTURE CONDITIONS
- A
- AE
- AE FLOODWAY
- AH
- AO
- AREA NOT INCLUDED
- X PROTECTED BY LEVEE
- X

Vicinity Map - Flood Zones
Leisure Village
SUP Amendment



LAUGHLIN, PETERSON & LANG

ATTORNEYS AT LAW
11718 NICHOLAS STREET, SUITE 101
OMAHA, NEBRASKA 68154
(402) 330-1900
FAX (402) 330-0936

September 21, 2012

Mr. Bruce Fountain, Planning Director
Sarpy County Planning Dept.
1210 Golden Gate Drive
Papillion, NE 68046

Re: Leisure Village, LLC – Amendment No. 1 to Special Use Permit approved
September 28, 2010

Dear Mr. Fountain:

This office represents Leisure Village, LLC (“Leisure Village”). Leisure Village is requesting approval of Amendment No. 1 to Special Use Permit. In support of its request for approval of Amendment No. 1 to Special Use Permit, enclosed please find the following:

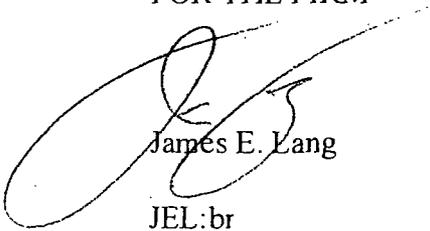
1. Application Fee in the amount of \$100.00.
2. Two (2) copies of the Special Use Permit Application.
3. Pad Elevation Plan – two 30 x 42; two 10 x 14, and twenty-five 8-1/2 x 11 Pad Elevation Plans which is marked as Exhibit “A” to the documents.
4. Force Main, Lift Stations and Wastewater Treatment Plan. Two 30 x 42, two 10 x 14, and twenty-five 8-1/2 x 11 Force Main, Lift Stations and Wastewater Treatment Plant Plan which is marked and attached to the documents as Exhibit “B”.
5. Operation Plan. Two (2) copies of Amendment No. 1 to Operation Plan for Special Use Permit.
6. Covenants. Two (2) copies of Amendment No. 1 to Covenants.
7. Development Agreement. Two (2) copies of Amendment No. 1 to Development Agreement.

If there is anything else your office needs in regard to this Application, please let me know.

Thank you for your assistance in regard to this matter.

Sincerely,

FOR THE FIRM



James E. Lang

JEL:br

Enclosures

c: Leisure Village, LLC
Doug Kellner
Nicole O'Keefe



SARPY COUNTY PLANNING

1210 GOLDEN GATE DRIVE PAPILLION, NE 68046
PHONE: 402-593-1555 FAX: 402-593-1558 E-MAIL: PLANNING@SARPY.COM

AMENDMENT SPECIAL USE PERMIT APPLICATION

<p>In order for your application to be considered COMPLETE, please answer all applicable questions and provide the following:</p> <ol style="list-style-type: none"> 1. Submit complete Special Use Permit Application 2. Submit Non-Refundable Fee of \$250.00 made payable to Sarpy County Treasurer 3. 1 full sized site plan drawings (Folded) 4. 25 reduced size site plan drawing (8.5 x 11) 5. Detailed operational plans 	<p>PLANNING STAFF USE ONLY:</p> <p>APPLICATION NO.: <u>SLP 12-0008</u></p> <p>DATE RECEIVED: _____</p> <p>CP DESIGNATION: _____</p> <p>ZONING DESIGNATION: _____</p> <p>FEE: \$ _____ RECEIPT NO. _____</p> <p>RECEIVED BY: _____</p> <p>NOTES: _____</p>
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APPLICANT INFORMATION:

NAME: Leisure Village, LLC E-MAIL: centuryexec@yahoo.com

ADDRESS: 1505 N. 203rd Street CITY/STATE/ZIP: Elkhorn, NE 68022

MAILING (IF DIFFERENT)
ADDRESS: 11718 Nicholas Street, #101 CITY/STATE/ZIP: Omaha, NE 68154

PHONE: (402) 330-1900 FAX: (402) 330-0936

PROPERTY OWNER INFORMATION: (If multiple owners, attach separate sheet)

Please check box if attaching separate sheet with owner information.

NAME: Leisure Village, LLC E-MAIL: centuryexec@yahoo.com

ADDRESS: 1505 N. 203rd Street CITY/STATE/ZIP: Elkhorn, NE 68022

MAILING (IF DIFFERENT)
ADDRESS: 11718 Nicholas Street, #101 CITY/STATE/ZIP: Omaha, NE 68154

PHONE: (402) 330-1900 FAX: (402) 330-0936

ENGINEER INFORMATION:

NAME: Doug Kellner E-MAIL: dkellner@td2co.com
Thompson, Dreessen & Dorner

ADDRESS: 10836 Old Mill Road CITY/STATE/ZIP: Omaha, NE 68154

MAILING (IF DIFFERENT)
ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

PROJECT DESCRIPTION: *(Describe the project in detail, including physical features of the site, proposed improvements, proposed uses or business, operating hours, number of employees, anticipated customers, etc. – Attach additional sheets if necessary.) PLEASE NOTE: A detailed project description is essential to the reviewing process of this request.*

See Exhibit "1" attached hereto

PROJECT SITE INFORMATION: *Complete each section in its entirety. If a question is not applicable to your project, please indicate this to show that each question has been carefully considered.*

ASSESSOR'S PARCEL NUMBER: 011592331

ADDITIONAL PARCEL NUMBERS _____

LEGAL DESCRIPTION: *(Describe property to wit:)*

See Exhibit "2" attached hereto

GENERAL PROPERTY LOCATION: Between 38th Street and Paradise Road, south of LaPlatte Road

ADDITIONAL INFORMATION: *Please use this space to provide any other information you feel is appropriate for the County to consider during review of your application. Attach extra sheets if necessary.*

The Applicant/Owner is also providing Amendments to the Operation Plan, Development Agreement, and Covenants with this Application.

PLEASE NOTE THE FOLLOWING PROCEDURES:

1. The Planning Commission will hold a public hearing and make a recommendation to the County Board.
2. County Board will hold a public hearing and make a final decision on the Special Use Permit.
3. All necessary agreements will be recorded with the Sarpy County Register of Deeds, the cost of which will be borne by the Special Use Permit applicant or the property owner.

I, the undersigned, understand a sign will be posted on my property and will remain until the public hearing process at the Planning Commission and County Board is complete. I further understand the Special Use Permit process as stated above and I authorize County Staff to enter the property for inspection related to the specific request during this process.

Leisure Village, LLC

Owner Signature (or authorized agent)

Frank R. Krejci

Owner Signature (or authorized agent)

Date

Date

9/24/12

EXHIBIT 1

LEISURE VILLAGE

Attachment to Special Use Permit Application

Project Description.

The Applicant is requesting the Amendment of the Special Use Permit for Leisure Village approved by the Sarpy County Board of Commissioners on September 28, 2010, and the related documents, including the Operation Plan, Development Agreement, and the Covenants, pursuant to Section 9.2.23 of the Sarpy County Code, to provide as follows:

- (1) provide for year long use of pad sites 1 through 111, and 127 through 192, inclusive, which are set forth in Exhibit "A" attached hereto and to eliminate the duration provision for these pad sites of April 15 to October 11 which now exists so long as such pad sites are not within the flood plain, and so long as all of the appropriate permits required by law are obtained.
- (2) to permit the Applicant, at its option, to install a force main, lift station and wastewater treatment plant as shown in Exhibit "B" attached hereto in lieu of the wastewater holding tank system set forth in the Special Use Permit. All appropriate permits and approvals must be obtained by the Applicant for such system prior to the time that such system can be utilized by any occupants on site.

EXHIBIT "2"

Legal Description

Lot 1, Leisure Village, being a platting of the East ½ of the NE ¼ lying south of LaPlatte Road and Tax Lots 6A, 6B2 & 6C1 in Section 29, together with the West ½ of the NW ¼ lying south of LaPlatte Road and part of Government Lot 2 in Section 28, T13N, R13E all of the 6th P.M., Sarpy County, Nebraska (the "Property").

LEISURE VILLAGE RECREATIONAL VEHICLE PARK
SARPY COUNTY, NEBRASKA

AMENDMENT NO. 1 TO OPERATION PLAN FOR SPECIAL USE PERMIT

Leisure Village, LLC, a Nebraska limited liability company ("Leisure Village") who is the Applicant/Property Owner under the Special Use Permit approved by the Sarpy County Board of Commissioners on September 28, 2010, which was assigned to Leisure Village pursuant to an Assignment and Assumption Agreement dated June 8, 2011 (the "Assignment"), by this Amendment No. 1 to the Operation Plan for Special Use Permit hereby amends the Special Use Permit as follows:

1. Article II, entitled Use, Paragraph 1, shall be amended in its entirety to read as follows:

ARTICLE II.
USE

The Property and the pad sites shall be utilized for Recreational Vehicle parking for up to 192 pad sites and related recreational activity in compliance with the terms of the special use permit issued by Sarpy County, Nebraska, the applicable laws and regulations of Sarpy County, and the State of Nebraska, the approved plans, and the Restrictive Covenants to be recorded against the Property. Pad sites 1-111 and 127-192, shown on Exhibit "A" attached hereto, may be utilized for parking Recreational Vehicles and the permitted recreational activity year long as to those pad sites that are above the flood plain. Pad sites 112-126, and any of the year long pad sites which are not out of the flood plain, shall only be utilized for parking Recreational Vehicles and the permitted recreational activity from April 15 through October 11 of each year.

2. Article VIII entitled Water Service/Wastewater Treatment, shall be amended to include a new Paragraph 3 and to move and re-designate the existing Paragraph 3 as Paragraph 4, as follows:

ARTICLE VIII.
WATER SERVICE/WASTEWATER TREATMENT

1. Water. To remain as written in the Operation Plan.
2. Wastewater Treatment. To remain as written in the Operation Plan.

3. Force Main, Lift Stations and Wastewater Treatment Plant. At the option of Leisure Village, and in lieu of the Wastewater Treatment System set forth in Article VIII, Paragraph 2 of the Operation Plan, the Applicant/Owner shall have the right to install a Force Main, Lift Stations and Wastewater Treatment Plant as shown in Exhibit "B" attached hereto.

4. Plan Approval. To remain as written in the Operation Plan.

3. Except as otherwise amended herein, the terms and conditions set forth in the Operation Plan and the Assignment shall remain in full force and effect as written.

In witness whereof, Century Development, LLC, a Nebraska limited liability company, and Frank R. Krejci, are executing this Amendment No. 1 to Operation Plan for Special Use Permit since they remain liable for all obligations of the Applicant/Owner under the Operation Plan pursuant to the Assignment, and Leisure Village is executing this Amendment No. 1 to Operation Plan for Special Use Permit as the Applicant/Owner, all of whom are executing this Amendment this 24 day of September, 2012.

LEISURE VILLAGE, LLC,
a Nebraska limited liability company,
Applicant/Owner,

By: Frank R. Krejci, Trustee of the Frank R.
Krejci Revocable Trust

By: Frank R Krejci
Frank R. Krejci, Trustee

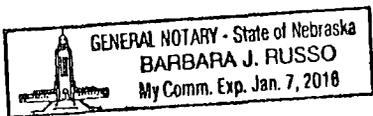
Frank R Krejci
Frank R. Krejci

CENTURY DEVELOPMENT COMPANY, LLC,
a Nebraska limited liability company,
By: F & J Enterprises, Inc., Nebraska
Corporation, Its Sole Member

By: Frank R Krejci
Frank R. Krejci, Its President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

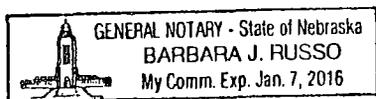
On this 24 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the Trustee of the Frank R. Krejci Revocable Trust, which is the sole member of Leisure Village, LLC, a Nebraska limited liability company, executing the foregoing instrument, that the instrument was signed by the Trustee for the Trust as a member of and for Leisure Village, LLC, a Nebraska limited liability company by authority of the limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Company and the limited liability company by it and by the officer voluntarily executed.



Barbara J. Russo
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

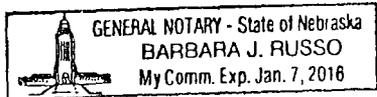
On this 24 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, acknowledged execution of the instrument to be his voluntary act and deed.



Barbara J. Russo
Notary Public

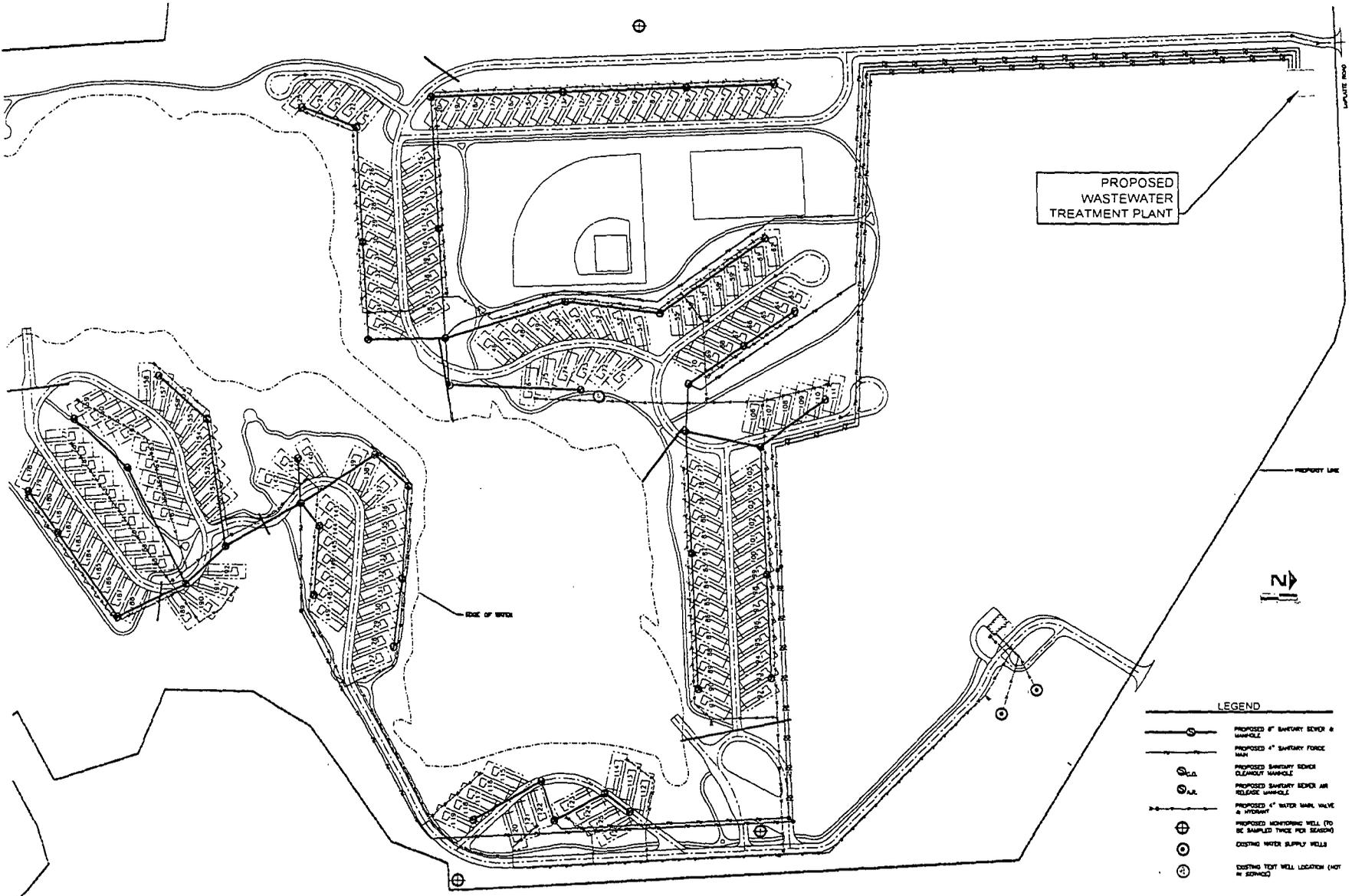
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the President of F & J Enterprises, Inc., a Nebraska corporation, which is the sole member of Century Development Company, L.L.C., a Nebraska limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as a member of and for Century Development Company, L.L.C., a Nebraska limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Corporation and the limited liability company by it and by the officer voluntarily executed.



Barbara J. Russo

Notary Public



LEGEND

	PROPOSED 8" SANITARY SEWER MANHOLE
	PROPOSED 4" SANITARY FORCE MAIN
	PROPOSED SANITARY SEWER CLEANOUT MANHOLE
	PROPOSED SANITARY SEWER AIR RELEASE MANHOLE
	PROPOSED 4" WATER MAIN VALVE & HYDRANT
	PROPOSED MONITORING WELL (TO BE SAMPLED THREE TIMES PER SEASON)
	EXISTING WATER SUPPLY WELLS
	EXISTING TEST WELL LOCATION (NOT IN RECORD)

Leisure Village,
 L.L.C.



Forcemain, Lift Stations
 and Wastewater
 Treatment Plan

EXHIBIT B

**AMENDMENT NO. 1 TO
DECLARATION OF COVENANTS AND RULES
OF
LEISURE VILLAGE RECREATIONAL VEHICLE PARK
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Leisure Village, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lot 1, Leisure Village, being a platting of the East ½ of the NE ¼ lying south of LaPlatte Road and Tax Lots 6A, 6B2 & 6C1 in Section 29, together with the West ½ of the NW ¼ lying south of LaPlatte Road and part of Government Lot 2 in Section 28; T13N, R13E all of the 6th P.M., Sarpy County, Nebraska (the "Property").

The Declarant recorded the Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park in Sarpy County, Nebraska, dated June 8, 2011, on June 9, 2011, as Instrument No. 2011-14449 with the Register of Deeds, Sarpy County, Nebraska (the "Declaration"), and the Declarant desires, by this Amendment No. 1, to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that each and all of the recreational vehicle pad sites and the Property shall be leased and utilized subject to the Declaration as amended herein as follows:

1. Article 1, entitled Use, Paragraphs 2 and 3, shall be amended in their entirety to read as follows:

ARTICLE I.
USE

1. Pad sites 1-111 and 127-192, shown on Exhibit "A" attached hereto, may be utilized for parking Recreational Vehicles and the permitted recreational activity year long as to those pad sites that are above the flood plain (the special flood hazard areas on the community's official map). Pad sites 112-126, and any of the year long pad sites which are not out of the flood plain, shall only be utilized for parking Recreational Vehicles and the permitted recreational activity from April 15 through August 11 of each year.

2. Article II, Paragraph 1, shall be amended as follows:

1. All leases for pad sites 1-111 and 127-192, as shown on Exhibit "A" attached hereto, may be for year long use. All leases for pad sites 112-126, and any of the year long pad sites which are not out of the flood plain, shall have leases that provide for use during the period of April 15 to October 11 of each year.

3. Except as otherwise amended herein, the terms and conditions of the Declaration shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 24 day of Sept, 2012.

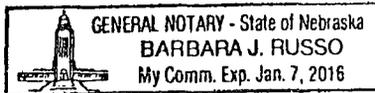
LEISURE VILLAGE, LLC,
a Nebraska limited liability company

By: Frank R. Krejci, Trustee of the Frank R. Krejci
Revocable Trust

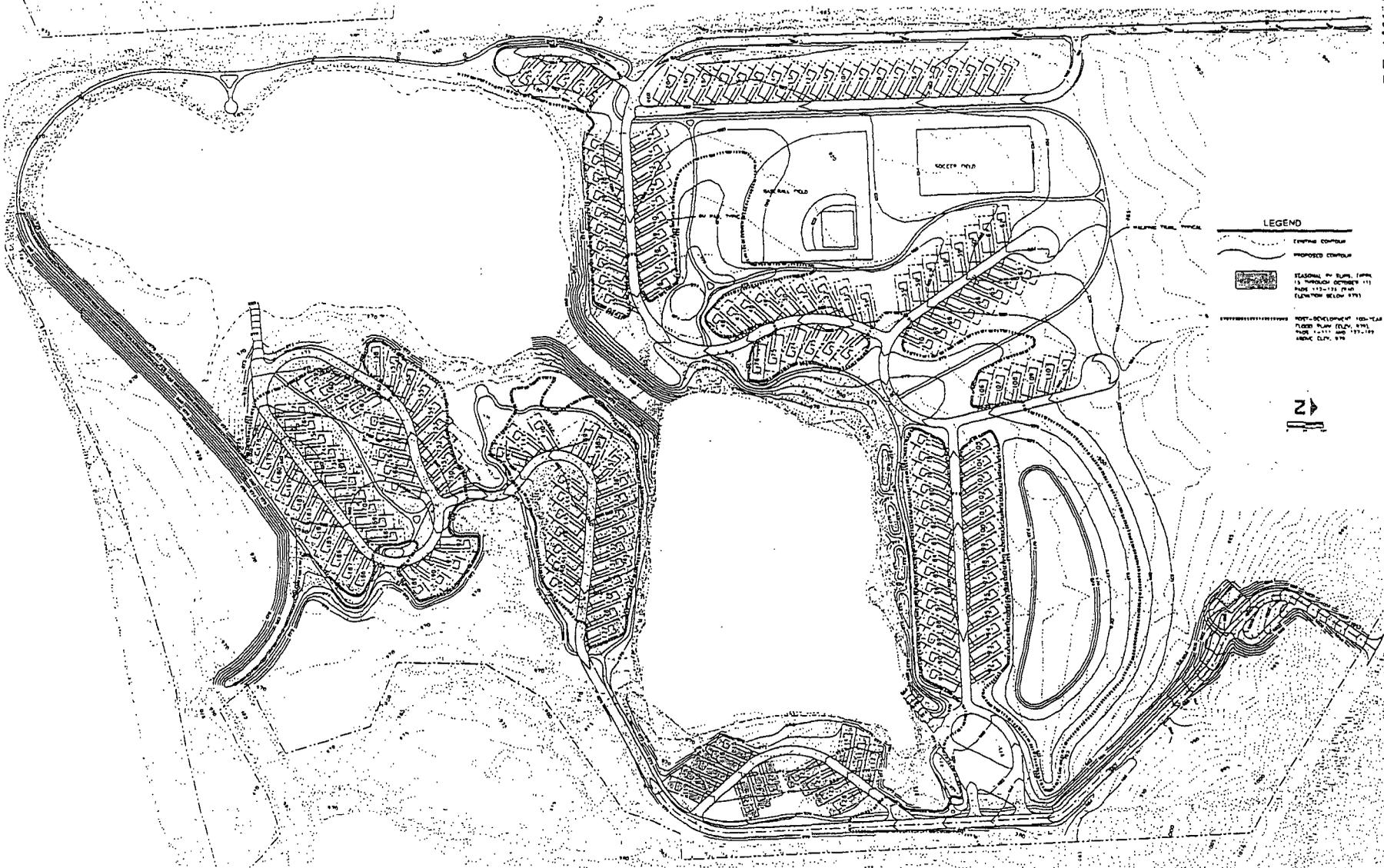
By: Frank R. Krejci
Frank R. Krejci, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

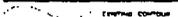
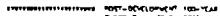
On this 24 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Frank R. Krejci, to me personally known, who being by me duly sworn, did say that he is the Trustee of the Frank R. Krejci Revocable Trust, , which is the sole member of Leisure Village, LLC, a Nebraska limited liability company by authority of the limited liability company, and its member and that he as the officer acknowledged execution of the instrument to be the voluntary act and deed of the Company and the limited liability company by it and by the officer voluntarily executed.



Barbara J. Russo
NOTARY PUBLIC



LEGEND

-  EXISTING CONTOUR
-  PROPOSED CONTOUR
-  **EXISTING** OR **PLANNED** UTILITIES
STANDARD OR SUPPLY LINES
 15" THROUGH OCTOBER 11
 PIPE 15" TO 24" DIA.
 (EXCEPT BELOW 5%)
-  **EXISTING DEVELOPMENT** 100'-125'
7,000' PLANT PLANT AREA
 1908 1-1111 200 197-189
 1800' CLIP 191

Leisure Village, LLC

Pad Elevation Plan

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT

This Amendment No. 1 to Development Agreement is made as of the dates indicated at the signatures below by and between Leisure Village, LLC, a Nebraska limited liability company (hereinafter "Developer") and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

~~WHEREAS, the County approved the Development Agreement for Leisure Village at the Sarpy Board of Commissioner's meeting on September 28, 2010; and~~

WHEREAS, the Developer and County desire to amend the Development Agreement by this Amendment No. 1 as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section I shall be amended to include the following Paragraph L:

L. Force Main, Lift Stations and Wastewater Treatment Plant. At the option of Leisure Village, and in lieu of the Wastewater Treatment System set forth in Section I, Paragraph B of the Development Agreement, the Applicant/Owner shall have the right to install a Force Main, Lift Stations and Wastewater Treatment Plant as shown in Exhibit "A" attached hereto.

2. Section III shall be amended to include the following Paragraph J:

J. Force Main, Lift Stations and Wastewater Treatment Plant. At the option of Leisure Village, and in lieu of the Wastewater Treatment System set forth in Section III, Paragraph E of the Development Agreement, the Applicant/Owner shall have the right to install a Force Main, Lift Stations and Wastewater Treatment Plant as shown in Exhibit "A" attached hereto.

3. Except as otherwise amended herein, the terms and conditions set forth in the Operation Plan and the Assignment shall remain in full force and effect as written.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in duplicate on the dates indicated with the signatures below.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

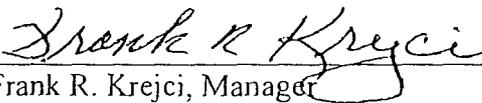
Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

Century Development L.L.C., a Nebraska limited
liability company
1505 N. 203rd Street
Omaha, NE 68022



Frank R. Krejci, Manager



Sarpy County Planning & Building Department

Bruce Fountain, AICP, EDFP – Director
Phone: (402)593-1555 Fax: (402) 593-1558

MEMORANDUM

TO: Sarpy County Board of Commissioners
FROM: Bruce Fountain, AICP, EDFP *BF*
DATE: November 28, 2012
SUBJECT: Correspondence and Originally approved documents for Leisure Village Project

Commissioners:

I have attached copies of correspondence the Planning Department has received regarding application to amend the Leisure Village Special Use Permit. In addition, I have included the Resolution (no attachments/exhibits) approving the Special Use Permit for Leisure Village on September 28, 2010 along with the approved Operation Plan, Covenants and Development Agreement so that you may read the proposed amendments to the documents in context.

ADDITIONAL INFORMATION

- **Misc. Correspondence Received**
- **Originally Approved Documents for Leisure Village Project**
 - **Special Use Permit for Leisure Village (Resolution 2010-301)**
 - **Operation Plan**
 - **Covenants**
 - **Development Agreement**

Misc. Correspondence

November 13, 2012

Mr. Bruce Fountain
Sarpy County Planning Director
1210 Golden Gate Drive
Papillion, NE 68046



RE: Leisure Village Application for Special Use Permit Amendment

Dear Mr. Fountain:

The District received information concerning an amendment to the Special Use Permit for Leisure Village, a seasonal recreational vehicle park located at 38th Street and La Platte Road in Bellevue, Nebraska. According to the Flood Insurance Rate Map for Sarpy County, Panels 31153C 0205G and 31153C 0212G, effective December 2, 2005, this property is located in the Zone AE floodplain of the Platte River. The base flood elevation (BFE) determined at this location is approximately 979 ft (NAVD 1988).

The District met with the engineer and developer's attorney on November 13, 2012 to further discuss the details of the proposed amendment and the removal of several pad sites from the Zone AE floodplain and has the following comments:

- The District has no objection to the use of year round pad sites, for certain areas indicated in the attached Exhibit A, pending approval of a Letter of Map Revision Based on Fill (LOMR-F) from the Federal Emergency Management Agency (FEMA). The District will work with the County and the development's engineer to review and approve the LOMR-F application prior to submittal to FEMA.
- The pad sites which are to be removed from the Zone AE floodplain should be elevated at least one foot above the BFE and should have access roads above the BFE. Pad sites that cannot be elevated at least one foot above the BFE or without elevated access should be considered in the Zone AE floodplain and be used only seasonally in accordance with the Sarpy County regulations.
- The District is a member of the Lower Platte River Corridor Alliance (LPRCA) which is a consortium of three NRD's and five state agencies working together to address water quality and quantity issues, as well as other resource concerns. From a water quality perspective, the District is concerned about the proposed amendment to the waste water treatment for this development and urges the County to put a moratorium on any new discharges from sanitary treatment facilities in the Platte/Elkhorn River basin.

If you have any questions or concerns, please contact me at 402-315-1722 or agrint@papionrd.org.

Sincerely,

Amanda Grint, PE, CFM
Water Resources Engineer

Cc: Marlin Petermann and Lori Laster, PMRNRD

NOV 13 2012

November 9, 2012

Bruce Fountain, Director
Sarpy County Planning Department
1210 Golden Gate Drive
Papillion, NE 68046

**PAPPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



8901 S. 154th Street
Omaha, NE 68138-3621
402-444-6222
www.papionrd.org

RE: Leisure Village Application for Special Use Permit Amendment

Dear Mr. Fountain:

The District received information concerning an amendment to the Special Use Permit for Leisure Village, a seasonal recreational vehicle park located at 38th Street and La Platte Road in Bellevue, Nebraska. According to the Flood Insurance Rate Map for Sarpy County, Panels 31153C 0205 G and 31153C 0212 G, effective December 2, 2005, this property is located in the Zone AE floodplain of the Platte River. The base flood elevation (BFE) determined at this location is approximately 979 feet (NAVD 1988).

The District has reviewed the application packet and offers the following comments:

- The applicant wishes to amend the Special Use Permit to allow for year round use of pad sites with elevations greater than 979 feet (NAVD 1988). Based on Exhibit A to the application amendment prepared by Thompson, Dreessen & Dorner, Inc., dated September 20, 2012, many of the pad sites the applicant wishes to use with no restriction are located in the floodplain.
- Previous approval of this project was based on temporary use of recreational vehicles (RVs). If these RVs are intended to be left in place on a more permanent basis than the current allowable timeframe (April 15-October 11) the RVs must meet all current Sarpy County Regulations for residential structures in the floodplain.

The District objects to the Special Use Permit amendment. If you have any questions or concerns, please contact me at (402) 444-6222 or at llaster@papionrd.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori Ann Laster', with a long horizontal flourish extending to the right.

Lori Ann Laster, CFM
Stormwater Management Engineer

Cc: Marlin Petermann, Amanda Grint, P-MRNRD

\\laster\Documents\Floodplain Development Permits\Reach 10-5\121109-Leisure Village.docx
Reach: 10-5

NOV 9 2012
SARPY COUNTY
PLANNING DEPARTMENT



METROPOLITAN
UTILITIES DISTRICT

November 8, 2012

Donna Lynam, Zoning Administrator/Code Enforcement
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

NOV 8 2012

SARPY COUNTY
PLANNING DEPARTMENT

RE: Leisure Village Amendment to existing Special Use Permit

Ms. Lynam and Members of the Commission:

Thank you for the opportunity to provide comments regarding this Amendment to the existing Special Use Permit for Leisure Village.

The Metropolitan Utilities District "District" operates a drinking water well field on the property just west of the Leisure Village site. Our wells draw water from a shallow aquifer that is very closely connected to the sands and gravels immediately beneath the Leisure Village site. The eastern portion of the site, in particular, lies within our defined Well Head Protection Area; meaning that groundwater under the site will likely be drawn into our water supply wells.

The proposed changes to the sewage system are a concern. The sewage plant discharge will be into a drainage ditch that flows very close to several of our wells. Water from the ditch infiltrates into the groundwater and is drawn into our wells. Properly treated sewage could be detrimental but small treatment facilities of this nature are inherently unreliable; thereby also raising the concern of raw sewage infiltration.

Additionally, several force mains run parallel to the ditch and through the Ground Water Protection Area where any leaks will pose a risk.

Any sewage system located within the Protection Area should be properly designed, installed, operated and monitored. The current location makes this very difficult and we are asking that the applicant consider other options.

We are glad to discuss this matter with your staff and the applicant or their engineer at any time. Our goal is to allow the Leisure Village development to proceed without need for water quality concerns.

Joel Christensen
Vice President of Water Operations
Metropolitan Utilities District of Omaha
402-504-7774
Joel_christensen@mudnebr.com



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMO

TO: Donna Lynam, Zoning Administrator / Building Inspector

FROM: Patrick M. Dowse, P.E., Engineering Manager *PM*

DATE: November 8, 2012

RE: Amendment to Special Use Permit – Lot 1, Leisure Village

Sarpy County Public Works has reviewed the submittal by Leisure Village, LLC in regards to the September 24, 2012 submittal for an Amendment to the Special Use Permit. After review, Public Works has the following comments:

Exhibit 1 – Project Description (1)

Sarpy County Public Works would not be opposed to eliminating the duration provision to Pad Sites 1 through 111, and 127 through 192, insofar as these pad sites meet the applicable requirements for acceptable elevations at or above the 100 Year Base Flood Elevation as set forth by applicable state and local standards. Also, proper means of ingress/egress may need to be maintained to provide for emergency services during flood events.

Exhibit 1 – Project Description (2)

Sarpy County Public Works would not be opposed to allowing the applicant to option for a force main, lift station and wastewater treatment plant insofar as the requirements set forth by applicable regulatory agencies (Nebraska Department of Environmental Quality, Nebraska Game and Parks, United States Army Corps of Engineers, etc.) are met.

If you have any questions, please feel free to contact me.

NOV 8 2012

SARPY COUNTY
PUBLIC WORKS DEPARTMENT

LAUGHLIN, PETERSON & LANG

ATTORNEYS AT LAW
11718 NICHOLAS STREET, SUITE 101
OMAHA, NEBRASKA 68154
(402) 330-1900
FAX (402) 330-0936

October 23, 2012

Mr. Bruce Fountain, Planning Director
Sarpy County Planning Dept.
bfountain@sarpy.com

Re: Leisure Village, LLC – Amendment No. 1 to Special Use Permit approved
September 28, 2010

Dear Bruce:

Per our telephone conversation of October 22, 2012, I am providing you with an update. On Thursday, October 18, 2012, Frank Krejci, the principal in Leisure Village, LLC, Doug Kellner of Thompson, Dreessen & Dorner, the project engineer, and the undersigned met with Chip Frazier, Chuck Eckert, Tim Wood and Larry Chandler, who are property owners to the east in the Hanson Lake, Chris Lake and Betty Lake areas.

Doug Kellner presented the proposed two changes. I then forwarded to the four individuals by e-mail the proposed First Amendment to the Special Use Permit that I filed with the County along with the recorded documents from the approved Special Use Permit and the related Covenants, Operation Plan and Development Agreement.

We felt the meeting went well. The four property owners agreed to meet and discuss the matter among themselves and other property owners, and then let us know if they believe a neighborhood meeting where we present the proposed Amendment to the Special Use Permit to the property owners would be desirable from the neighborhood's perspective. We informed them that we would be available for such meeting.

I did receive copies of a few e-mails today, but as yet I have not heard as to whether or not the neighborhood wants us to present this at a neighborhood meeting.

I will keep you informed as I obtain information in regard to this matter. In the meantime, if there is something that we need to address, please let me know.

Sincerely,

FOR THE FIRM

A handwritten signature in black ink, appearing to read "James E. Lang". The signature is fluid and cursive, with the first name "James" and last name "Lang" clearly distinguishable.

James E. Lang

JEL:br

c: Frank Krejci
Doug Kellner

Written Objection to Amendments to the Special Use Permit for Leisure Village
13 November 2012

Regarding the proposal to amend the Special Use Permit for Leisure Village (LV), the Hanson's, Chris, and Betty Lakes (HCBL) community submits the following objections, question, and comment.

The HCBL community understands LV is a beneficial use of land in the flood plain when compared to some of the alternative uses (salvage yard, sporting club, open pit mining, etc.). It also appreciates the economic incentive to extend the amount of time LV can be occupied. However, the community has a vested interest in preserving and protecting the real estate value of the area which has been residential and recreational for decades. Therefore, the HCBL community has two basic objections, one question, and one comment concerning the proposed amendment.

OBJECTIONS

1. **Allowing year round occupation of Leisure Village pad sites above the flood plain will potentially degrade the esthetic value of the community and adversely impact property values.**

- a. Removal of recreational vehicles each Fall requires the area be evacuated and encourages the removal of debris and belongings. Year round occupancy will eliminate this imperative and over time would reduce property values in the area.
- b. Vehicles allowed on site could be used for year round, vice recreational, habitation. This potential would amount to a "trailer park" environment in proximity to a development where residential dwellings are being improved and are increasing in value annually.
- c. Year round use (absent the need to vacate a pad site annually) will result in the construction of structures such as vehicle skirting, decks, storage facilities, protection for utility hook ups, etc.
- d. Accumulation of trash over a prolonged period will result in animal control problems.

2. **Adherence to permit restrictions and Sarpy County regulations requires enforcement by the Sarpy County Planning office which has an inconsistent record for such actions due to staffing limitations.**

- a. A road was constructed according to the plat without adequate drainage to prevent concentrated rain runoff from dumping silt into Betty Lake, a residential lake development adjacent to LV. This problem was corrected

NOV 13 2012

SARPY COUNTY
PLANNING DEPARTMENT

- by LV at the request of HCBL and SID 101. The Planning office took no action.
- b. A catch pond which was not included in the original plat was constructed over a period of a year on the property without the knowledge of the Planning office.
 - c. The final understanding of the landscape plan required two rows of mature evergreen trees on the boundary between LV and HCBL with 20-25 foot spacing. Instead, one row of trees was planted with 12 to 15 foot spacing. The Planning office took no action.
 - d. The final landscape plan also included a line of mature evergreen trees in front of a row of deciduous trees along the fence line parallel to La Platte road. These trees have not been planted. The Planning office took no action.
 - e. A change in the zoning regulations for agricultural land was changed to permit the use of recreational vehicles year round on agricultural land. Although this action does not impact LV dates of occupation, there is the perception in the HCBL community of improper procedure or favoritism.

QUESTION

HCBL understands current regulations only allow 25 percent of the LV property to be backfilled above the flood plain. Will the proposal to raise approximately 177 pad sites above the flood plain be consistent with this restriction?

COMMENT

The current permit allows for a central waste water collection system which fills buried 10,000 gallon tanks and is pumped out as required. HCBL supports the proposal to install onsite an alternative waste water treatment plant.

Thank you for this opportunity to provide our input regarding the Leisure Village Special Use Permit. If you have questions, please contact the HCBL Committee via Chip Frazier at 402-320-1946 or ChipFrazier@cox.net.

**Special Use Permit for Leisure Village
(Resolution 2010-301)**

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION: SPECIAL USE PERMIT FOR LEISURE VILLAGE

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County Board of Commissioners has the authority to adopt a Zoning Regulation, which shall have the force and effect of law pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2007); and,

WHEREAS, said Zoning Regulations require the County Board of Commissioners to approve Special Use Permits; and

WHEREAS, Rebecca Horner, Planning Director has reviewed Leisure Village's application for a Special Use Permit for a Recreational Development for compliance with the Sarpy County Comprehensive Plan and the Sarpy County Zoning Regulations on the property legally described as follows:

the E ½ lying south of LaPlatte Road including Tax Lots 6A, 6B2 and 6C1 in Section 29, T13N, R13E and located in the W1/4 lying south of LaPlatte Road including part of Government Lot 2 in Section 28, T13N, R13N all of the 6th p.m., in Sarpy County, NE.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board makes the following findings of fact:

- I. A public hearing regarding the Special Use Permit Application was held before the Sarpy County Planning Commission on January 20, 2010 and March 17, 2010 before Resolution Special Use Permit – Leisure Village – September 2010

the Sarpy County Planning Commission. The Planning Commission provided their recommendation to the County Board.

- II. A public hearing regarding the Special Use Permit Application was held by this Board.
- III. Notice of each of the Public Hearings described above was published at least once in the ten (10) day period immediately prior to each respective public hearing as required by Neb. Rev. Stat. §23-164 (Reissue 2007).
- IV. The Planning Director has made a recommendation as noted in the attached Exhibit A, which Exhibit A includes the Planning Director report and site plan of the Leisure Village Recreational Area.
- V. The applicant, Leisure Village has submitted an Operation Plan, a Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and a Development Agreement, which documents are incorporated herein by reference and attached to this Resolution as Exhibit B.
- VI. The Special Use Permit Application is in compliance with the Comprehensive Development Plan.

FURTHER BE IT RESOLVED THAT this Board in light of the above recited findings of fact, after due deliberation and consideration, approves the Special Use Permit for Recreational Development on the above described property with the condition that Leisure Village maintain operations as according to the Operation Plan for Special Use Permit, the Declaration of Covenants and Rules of Leisure Village Recreational Vehicle Park and the Development Agreement as described above and attached hereto.

Dated this 28th day of September, 2010.

Moved by Tom Richards seconded by Rich Jansen, that

the above Resolution be adopted. Carried.

YEAS:

Richard Jansen
Tom Richards
Joni Albrecht
Tom Richards

NAYS:

none

ABSENT:

none

ABSTAIN:

none



Debra J. Noughtaling
County Clerk

Approved as to form:

[Signature]
County Attorney

**Originally Approved
Operation Plan
for Special Use Permit**

LEISURE VILLAGE RECREATIONAL VEHICLE PARK
SARPY COUNTY, NEBRASKA

OPERATION PLAN FOR SPECIAL USE PERMIT

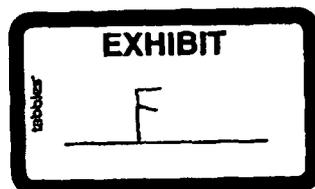
ARTICLE I.
GENERAL INFORMATION

1. Applicant/Property Owner. The Applicant is Century Development, 1505 N. 203rd Street, Elkhorn, NE 68022. The property owner is Frank R. Krejci, 3202 N. 216th Street, Elkhorn, NE 68022.
2. Location/Legal Description. The location is between 38th Street and Paradise Road, south of LaPlatte Road. The legal description is as follows:

E ½ lying south of LaPlatte Road including Tax Lots 6A, 6B2 & 6C1 in Section 29, T13N and R13E and located in the W ¼ lying south of LaPlatte Road including part of Government Lot 2 in Section 28, T13N, R13E all of the 6th P.M., Sarpy County, Nebraska (the "Property").
3. Size of Site. Approximately 222 acres, more or less.

ARTICLE II.
USE

1. The Property and the pad sites shall be utilized for Recreational Vehicle parking for up to 192 pad sites and related recreational activity in compliance with the terms of the special use permit issued by Sarpy County, Nebraska, the applicable laws and regulations of Sarpy County, and the State of Nebraska, the approved plans, and the Restrictive Covenants to be recorded against the Property. The pad sites shall only be utilized for parking Recreational Vehicles and the permitted recreational activity from April 15 through October 11 of each year (the "Season").
2. The County Board has the authority to revoke the Special Use Permit after notice to Applicant and property owner and public hearing if activity at Leisure Village Recreational Vehicle Park is in violation of the terms of this Operation Plan, Covenants and/or the Development Agreement and or if the activity consists of a nuisance as defined in the Sarpy County Zoning Regulations.



3. Developer commits to cooperate with the Sarpy County Planning Department to resolve complaints or issues related to the use of the Property.

ARTICLE III.
RECREATIONAL VEHICLE APPROVAL

1. Applicant shall lease each pad annually for utilization of the parking of Recreational Vehicles and related recreational activity.
2. Prior to the time that the Applicant enters into a lease with any Tenant, the Recreational Vehicle that such Tenant intends to utilize must meet the following minimum criteria:
 - a. Be a Class A, Class C Recreational Vehicle or towable vehicle 20 feet or longer. A description of Class A, Class C and towable vehicles is attached hereto as Exhibit "A". No pop-ups, pick-up truck bed slide-ins, canopy type trailer vehicles or bus conversions shall be permitted.
 - b. Vehicles must be in good condition and specifically approved by the Applicant.
 - c. All vehicles must have a self-contained bathroom facility with a wastewater holding tank.
 - d. All vehicles must have a current license and registration, current insurance meeting the State minimum, be operational, in good condition, attractive, free of rust, clean and compatible with the other Recreational Vehicles in the park. Any vehicles in disrepair will not be permitted in the park.
 - e. The Applicant reserves the right to reject any vehicle in his sole discretion.

ARTICLE IV.
RESTRICTIONS

1. Each Tenant must maintain their pad site, in good condition, making sure that all debris is picked up on a daily basis. All Recreational Vehicles shall be clean and not have dirt and mud on the vehicles. It is the Tenant's responsibility to make sure the pad site and the Recreational Vehicle is at all times properly maintained, in good condition, attractive, clean and free of debris.
2. No fire arms shall be discharged within the Property.

3. Except for the approved Recreational Vehicle, and other permitted vehicles and property, no other Recreational Vehicle shall be permitted to park on the pad site, except as authorized in writing by Applicant. The Tenant cannot sublet his pad or Recreational Vehicle.
4. No advertising signs, billboards, unsightly objects, or objects which may create a nuisance shall be erected, placed or permitted on any pad site, nor shall the Property or any pad site be used in any way for the purpose which may endanger the health or unreasonably disturb the other Tenants and their guests.
5. No repair of any boats, automobiles, motorcycles, trucks, recreational vehicles or similar vehicles shall be permitted within the Property or on any pad site, with the exception of routine maintenance of the Recreational Vehicle and the permitted vehicles consisting of keeping the vehicles clean and checking the operation of the vehicle.
6. Vehicles and other permitted recreational equipment for the Tenant and their guests shall be permitted within the Property or on any pad site.
7. No garbage, trash container or fuel tank shall be permitted on the pad sites or within the Property except for those which meet the container rules for the park or are permitted by Applicant.
8. Exterior lighting installed on any pad site shall be indirect or of such a controlled focus in intensity as not to disturb the Tenants of the adjoining pads. All such lighting shall be approved by Applicant.
9. Boats which are not in the water and boat trailers must be parked in designated areas.
10. ATV's shall be registered with the park each season and shall be operated only in designated areas. Dirt bikes are prohibited. Airboats are prohibited within the Property, including on the lakes within the Property and the beaching of airboats on the Platte River frontage by residents and guests. ATV's shall only have stock mufflers and spark arrestors.
11. No activity, including loud noises, which constitute a nuisance shall be permitted at any time.
12. Between 8 AM and 10 PM noise shall be limited to 75 dbL. Between 10 PM and 8 AM noise shall be limited to 55 dbL.
13. Recreational Vehicles may also be parked in other areas designated by the Applicant. Recreational Vehicles shall be parked and or stored on each individual pad site as shown on Exhibit B, Site Plan.

14. Each Lot can have no more than 2 gas containers properly colored and marked and not to exceed 5 gallons each.

ARTICLE V. LAKE RULES

1. The following are rules which pertain to the lake:

Use of the Lake.

- a. The lake or lakes within the Property may only be used by the Tenant and their guest. The lake shall be used only for the purpose of fishing boats or pontoon boats and other non-motorized watercraft. Water skiing, speed boats, motor boats, other than fishing boats and pontoon boats, jet skis and similar type water equipment is not permitted at any time.

- b. All boats operating on the lake must comply with all of the Lake Rules which are set forth herein and the additional rules which shall be established by Applicant and by all rules and regulations established by the State of Nebraska for boating.

- c. All boats on the lake must be owned by or under the control of the Tenant(s), registered with the Applicant and contain the appropriate and current park sticker. No other boats shall be permitted on the lake. All boats must display the Tenant's pad number and the park boat sticker in the size established by Applicant in a visible position on the right rear side of the boat.

- d. Boats speeding on the lake are prohibited. Applicant shall establish the boat speed limit. The lake is a no wake lake. The boating speed limit shall be five (5) miles per hour.

ARTICLE VI. PROPERTY SECURITY

1. Entrance to the park shall be only at the designated areas. The park shall be fenced.

2. Applicant shall develop and maintain the Property and the road system in the park. No tenant or guest shall park in undesignated areas or conduct any activity which in any way damages the road, improvements in the park and the natural habitat of the park.

3. No Tenant or other guest shall remove or cut down any trees in the park or any way damage the park.

4. Applicant shall employ a full time park manager on site to operate and supervise the RV park operation pursuant to the Operating Agreement, Covenants and Special Use Permit.

ARTICLE VII.
EMERGENCY EVACUATION PROVISION

1. Upon there being issued a notification from a governmental authority to evacuate the flood plain because of a emergency weather condition, those Recreational Vehicles and all movable items that are on pads within the flood plain, shall be evacuated by leaving the flood plain area and either leaving the park, or by parking their Recreational Vehicles and all moveable items in the designated emergency evacuation area which is so designated.

2. The emergency evacuation area shall be that area north of the soccer field which is designated with the appropriate signage. In the event of overflow, parking for such overflow shall then be extended onto the area to the south which is designated as a soccer field. Upon the governmental authority providing notice that the need for the emergency evacuation has ended, then the tenant(s) shall then be permitted to relocate their Recreational Vehicles and all moveable items back onto their pad site.

3. In the event that tenants are not able to remove their Recreational Vehicles and movable items, the park superintendant shall move the Recreational Vehicles to a designated area outside of the floodplain.

4. Recreational Vehicles located within the floodplain may be anchored, which anchoring system shall consist of a quick release mechanism. Recreational Vehicles anchored within the floodplain are not required to be moved in a flood event.

5. As part of their lease, all tenants who lease pad sites within the flood area shall be so notified that their pad site is within the flood plain, and shall be provided in their lease written information as to this emergency evacuation plan, as amended from time to time, which shall include the description of the location of the emergency evacuation area and the designated area in which they are to park their Recreational Vehicle in the event of such emergency evacuation.

ARTICLE VIII.
WATER SERVICE/WASTEWATER TREATMENT

1. Water. Water shall be provided to the pad sites within the Property by water lines to the pad sites from one of the two (2) central well systems which will be developed and operated pursuant to the regulations and laws of the State of

Nebraska and Sarpy County, Nebraska. The location of the two (2) wells will be at the approximate location as shown on the plan submitted by the Applicant.

2. Wastewater Treatment. Wastewater Treatment shall be provided to each pad site by the utilization of a line that connects to one of the holding tanks. The lines and the holding tanks are set forth in the Plans submitted by the Applicant. The Applicant has the right to revise the location of these improvements depending upon final engineering, testing and permit approval. The Applicant shall direct the tank trucks which remove wastewater from the tanks to access the Property from the north going south by utilizing 36th Street and then proceeding west to the west entrance to the Property and exit the Property by utilizing the west entrance, proceeding east along La Platte Road to 36th Street and then 36th Street north. The size, location and design of the tanks are set forth in the Sanitary Sewer Exhibit submitted with the Application and attached hereto as Exhibit "B". In particular, monitoring wells shall be located east of the wastewater storage tanks and west of Chris Lake. Applicant shall also try to locate the storage tanks which are located on the east portion of the Property and west of Chris Lake as far north as reasonably practical when such tanks are installed. The tanks will contain an alarm system when tanks are at 80% capacity. Tanks will be emptied at the end of the Season and during the Season on a periodic basis under contract with the tank contractor to insure that the tanks do not exceed capacity. The tanks will be located near access roads. The tanks will meet the requirements of the Nebraska Department of Environmental Quality.

3. Plan Approval. The Applicant/Owner shall obtain all of the appropriate approvals and permits for the well system and wastewater treatment system prior to the time they become operational.

ARTICLE IX. TRASH COLLECTION

All tenants shall be required in the Lease to keep their property in good condition and free of trash. Trash collection containers shall be located for the disposal of trash throughout the Property and shall not be placed along the immediate limits of the abutting property to the east. The trash containers shall be emptied during the season by a trash collection company when needed, not less than one time per week, which the trash will be collected early in the week. If a tenant does not keep their pad site free of trash, the park superintendant shall pick up the trash.

ARTICLE X. RESTRICTIVE COVENANTS

The Applicant/Owner has developed Restrictive Covenants to be recorded against the Property. Many of the terms in the Restrictive Covenants are specifically set forth in the Operation Plan. The Restrictive Covenants also contain additional covenants and restrictions. A copy of the Restrictive Covenants are attached hereto and

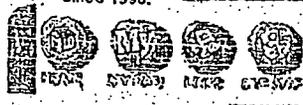
and incorporated into this Operation Plan by this reference. The County shall have the right to enforce the Restrictive Covenants pursuant to their terms.

ARTICLE XI
CHANGE IN OWNERSHIP OR TITLE

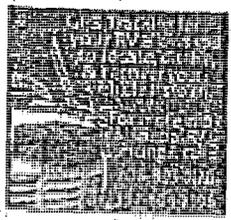
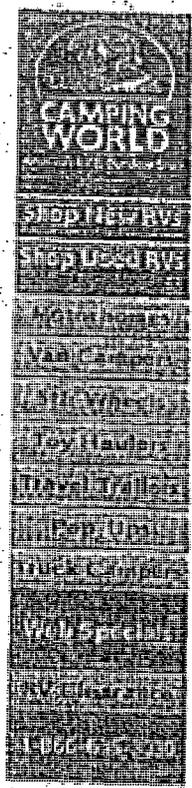
In the event the Applicant transfers or intends to transfer title to the property to a person or entity (the "Transferee") in which Frank R. Krejci, Century Development Co., L.L.C., or the heirs, family or estate of Frank R. Krejci will own less than 50%, then for the Transferee to continue to operate the RV park on the property under the terms of the Special Use Permit and related documents (together the "Special Use Permit"), the Transferee must first obtain approval from the Sarpy County Board for such Transferee to operate the RV park under the terms of the Special Use Permit. In such event, the Applicant or Transferee shall file an application with the Sarpy County Planning Department requesting that the Sarpy County Board approve the transfer of the Special Use Permit to the Transferee. The transfer of the Special Use Permit to the Transferee shall be approved if, after public hearing, the Sarpy County Board determines that the Transferee has the capability to operate the property as an RV park pursuant to the terms of the Special Use Permit.

ARTICLE XII.
AMENDMENT

Modifications to the Operation Plan and Covenants are required to be approved by the Sarpy County Board of Commissioners.



NEWSLETTER



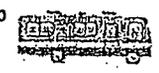
Types of RVs

Recreational vehicles combine transportation and temporary living accommodations for travel, recreation and camping. RVs cover a wide range of interests and budgets. At one end of the spectrum, there are folding camping trailers that sell for a few thousand dollars while at the other end you can find luxurious motorhomes that feature all the comforts of home and come with a pricetag to match.

Before you buy or rent an RV, it pays to gain a basic understanding of how RVs are categorized. The RV world is generally divided into two broad categories: motorized RVs and towable RVs. Motorized RVs combine a motor vehicle chassis and living quarters in single unit. Under motorized RVs, you'll find class A, class B, and class C motorhomes. Towable RVs are designed to be towed by a car, van, SUV, or pickup truck, but are small enough so as not to require a special highway movement permit. Under towable RVs, the accepted sub-categories are travel trailers, folding camping trailers, fifth wheels, and truck campers.

Motorized RVs

Class A motorhomes are generally the top dogs of the RV world. Units range in weight from 15,000 to 30,000 pounds and stretch from 30 to 40 feet in length. Describing them as "motorhomes" is no exaggeration. Class A units come with almost every creature comfort you would expect in a home, minus the front lawn. They are frequently constructed on custom undercarriages or on a 3-10 ton truck chassis. Many Class A motorhomes also feature an automatic slideout. At the touch of a button, motorhome owners can extend a portion of their RV's exterior wall outward to expand their living space. Class A motorhomes usually provide cooking facilities, a refrigerator, heating, air conditioning, a self-contained toilet, water tanks (fresh water, grey water, black water), faucets, sinks, a LP (propane) gas supply, a separate 100-125 volt electrical system, and a full array of appliances and entertainment features. They can sleep up to eight people, depending on the model and the floor plan. Of course, all those features don't come cheap. Even low-priced models often top \$100,000, and the upper end of the price range approaches \$500,000.



Class B motorhomes, also commonly known as van conversions, are the smallest fully enclosed motorhomes. They are constructed on a van chassis with elevated roof lines but no modifications to the length or width of the original chassis. Class B motorhomes generally weigh 6,000 to 8,000 pounds and are 17 to 19 feet in length. Although living space is limited, Class B motorhomes receive high marks for economy, fuel efficiency, and handling. When not RVing, many Class B owners make use of their units as family vehicles. Class B motorhomes usually provide cooking facilities, a refrigerator or an ice box, heating, a self-contained toilet, a fresh water tank, a waste water tank, a faucet, a sink, convertible sleeping beds, a LP (propane) gas supply, and 110 VAC and 12VDC electrical outlets. Class B motorhomes can sleep from two to four people depending on the model. Prices range from \$40,000 to above \$100,000.

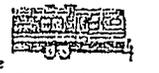


Class C motorhomes, sometimes referred to as mini-motorhomes, are scaled-down versions of Class A motorhomes. They range in weight from 10,000 to 12,000 pounds and stretch from 20 feet to 31 feet in length. Class C motorhomes are generally constructed on a larger van chassis. The driver compartment is similar to a van, with a large box in the back. Class C motorhomes usually come with a sleeping bunk above the cab, in addition to a bedroom in the rear of the unit. Like their Class A big brothers, many Class C units feature a slideout to quickly extend the motorhome's living space. Class C units usually provide cooking facilities, a refrigerator, heating, air conditioning, a self-contained toilet, water tanks (fresh water, grey water, black water), faucets, sinks, a LP (propane) gas supply, a separate 100-125 volt electrical system, and a full array of appliances and entertainment features. Class C motorhomes can sleep up to ten people depending on the model and the floor plan. Prices range from \$50,000 to around \$150,000.



Towable RVs

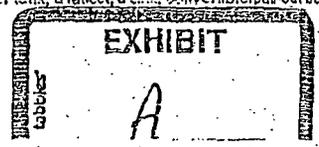
Travel trailers come in a variety of sizes, ranging from a small bedroom on wheels to the equivalent of a Class A motorhome without the engine and transmission. Travel trailers may be as small as 10-foot long or as big as 35-foot long. Many feature a slideout to quickly extend the unit's living space. Travel trailers must be pulled by a separate tow vehicle. For most travel trailers, tow vehicles must be equipped with a load distributing hitch and other special devices designed to control the sway of the trailer. Nonetheless, most full-size sodas, vans, SUVs, and pickup trucks are up to the job. Moreover, manufacturers have been introducing lighter weight models in recent years to reduce the burden of towing. Travel trailers usually provide cooking facilities, a refrigerator, heating, air conditioning, a self-contained toilet, a shower, water tanks (fresh water, grey water, black water), faucets, sinks, a LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to eight people depending on the model and floor plan. Prices range from \$10,000 to \$100,000.



Folding camping trailers are the least expensive RV. Also commonly referred to as tent trailers or pop-up trailers, folding camping trailers are designed from the ground up to be lightweight and inexpensive while providing many of the conveniences found in a basic travel trailer. Because of their relatively small size, folding camping trailers can easily be towed by a typical mid-size car, and even compact cars in some cases. A folding camping trailer can be thought of as a large, expandable tent built on a trailer. Most modern models incorporate a rigid roof and a lift system to expedite setup, whereas the sides collapse for towing and storage. The units take up very little space when not in use. Folding camping trailers usually provide cooking facilities, a refrigerator or an ice box, heating, a fresh water tank, a waste water tank, a faucet, a sink, convertible/pull-out beds,



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- 1978 MCI motorhome - \$55,000
- 2006 Heritage Recreational Veh HERITAGE BY ABLE - \$29,500



- 2006 Forest River
Leshion 263 GTB -
\$18,000
- 2003 Four Winds Fun
Power 35C - \$105,000
- 1981 GMC 100204 -
\$29,000
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 - RV Articles
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 - Shop at our Store
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 - RV Ratings

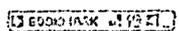
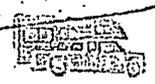
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LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model and the floor plan. Prices begin at around \$4,000 and can go as high as \$25,000.

Fifth-wheel trailers are similar to larger travel trailers, but they have an extension on the front of the box that extends over the tow vehicle and a horizontal plate that looks like a wheel (hence the name "fifth wheel") that rests on the tow vehicle for support. This hitch arrangement requires special equipment on the tow vehicle. Typically, full-size pickup trucks serve as tow vehicles for fifth wheels and are outfitted with a fifth-wheel hitch (also known as a gooseneck hitch). The hitch arrangement makes towing easier by placing the trailer load in the center of the tow vehicle instead of behind it. The extension on the front of the box also serves as a bedroom in most fifth wheels. Still more living space is afforded by slideouts that come as a standard feature of many fifth wheels. Fifth-wheel trailers usually provide cooking facilities, a refrigerator, heating, air conditioning, a self-contained toilet, a shower, water tanks (fresh water, grey water, blackwater), faucets, sinks, a LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model and the floor plan. Prices range from \$15,000 to \$150,000.



~~Truck campers, sometimes referred to as pickup campers or side-on campers, consist of a camper body loaded onto the bed of a standard pickup truck. Usually the tailgate of the pickup is lowered and the camper unit is clamped to the truck. ~~Because large campers are lowered and unloaded with relative ease, they are popular among weekend RVers. Truck campers usually provide cooking facilities, a refrigerator or an ice box, heating, air conditioning, a self-contained toilet, a fresh water tank, a waste water tank, a faucet, a sink, a LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model. Prices range from \$5,000 to \$30,000.~~~~





NO. SHEETS	1
NO. SHEETS USED	1
DATE	07
SCALE	AS SHOWN
DATE	08-18-18

LEISURE VILLAGE
 CONURRY DEVELOPMENT
 SITE PLAN SHEET "B"

2 THOMPSON, BRESSEIN & BOKNER, INC.
 Consulting Engineers & Land Surveyors
 1188 ALDILL ROAD, TAMPA, FLORIDA 33613
 PHONE: 813-988-8888 FAX: 813-988-8888
 www.tbbsinc.com

183

183-183
 SHEET 1 OF 1

EXHIBIT "B"

**Originally Approved
Declaration of
Covenants and Rules**

COUNTER ah ah C.E. ah
 VERIFY ah ah R.E. ah
 PROOF _____
 FEES \$ 45.30
 CHECK# 24567
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

2011-14449

06/09/2011 11:39:21 AM

Lloyd J. Dowling

REGISTER OF DEEDS



**DECLARATION OF COVENANTS AND RULES
 OF
 LEISURE VILLAGE RECREATIONAL VEHICLE PARK
 IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Leisure Village, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lot 1, Leisure Village, being a platting of the East ½ of the NE ¼ lying south of LaPlatte Road and Tax Lots 6A, 6B2 & 6C1 in Section 29, together with the West ½ of the NW ¼ lying south of LaPlatte Road and part of Government Lot 2 in Section 28, all in T13N, R13E of the 6th P.M., Sarpy County, Nebraska (the "Property").

The Declarant desires to provide for covenants and rules for the development and operation of an attractive, upscale, well run recreational vehicle park, and to provide for the ongoing maintenance of such park. The reference herein to "pad site(s)" shall mean the Recreational Vehicle pad sites within the park.

NOW, THEREFORE, the Declarant hereby declares that each and all of the recreational vehicle pad sites and the Property shall be leased and utilized subject to the following covenants and rules:

**ARTICLE I.
 USE**

1. The Property and each pad site within the Property shall be used exclusively for the parking of a Recreational Vehicle approved pursuant to these covenants and rules, and related recreational uses as provided in these covenants and rules. The Property and all of the pad sites shall be utilized only for Recreational Vehicle parking and related recreational activity in compliance with the terms of the special use permit issued by Sarpy County, Nebraska, the applicable laws and regulations of Sarpy County, and the State of Nebraska, and these covenants and rules.

RL Record and Return to: James E. Lang, 11718 Nicholas Street, #101, Omaha, NE 68154

2. The pad sites shall only be utilized for parking Recreational Vehicles and the permitted recreational activity from April 15 through October 11 of each year (the "Season").

3. No person shall be permitted to park a Recreational Vehicle on a pad site from October 12 through April 14 of each year (the "Off Season") in violation of Sarpy County law.

**ARTICLE II.
LEASE APPROVAL AND RECREATIONAL VEHICLE APPROVAL**

1. Declarant shall lease each pad annually for utilization of the parking of Recreational Vehicles and related recreational activity during the Season. The lease shall be in writing and provide for a rental amount set by the Declarant. The lease amount shall be paid at the time of executing the lease, unless otherwise agreed to by the Declarant. Each Tenant shall be required to execute a written Lease Agreement prepared by Declarant. All leases shall be for the duration of the season; i.e. from April 15th to October 11th. Subletting is specifically prohibited.

2. Prior to the time that the Declarant enters into a lease with any Tenant, the Recreational Vehicle that such Tenant intends to utilize must meet the following minimum criteria:

a. Be a Class A, Class C Recreational Vehicle or towable vehicle 20 feet or longer. A description of Class A, Class C and towable vehicles is attached hereto as Exhibit "A". No pop-ups, pick-up truck bed slide-ins, canopy type trailer vehicles or bus conversions shall be permitted.

b. Vehicles must be in good condition and specifically approved by the Declarant.

c. All vehicles must have a self-contained bathroom facility with a wastewater holding tank.

d. All vehicles must have a current license and registration, current insurance meeting the State minimum, be operational, in good condition, attractive, free of rust, clean and compatible with the other Recreational Vehicles in the park. Any vehicles in disrepair will not be permitted in the park.

e. The Declarant reserves the right to reject any vehicle in his sole discretion.

f. No Lease Agreement will be entered into or accepted by the Declarant until the Recreational Vehicle that is to be parked on the pad site is approved by the

B

Declarant pursuant to these rules and the vehicle checklist that will be developed by the Declarant.

g. Once a lease is executed, no other Recreational Vehicle shall be permitted to park on such pad site except for that vehicle which was specially approved for that pad site by the Declarant. The approval and lease shall be for the duration of the season. Each year each vehicle, regardless of whether or not that vehicle was in the park in a prior year, must comply with the then covenants and rules, and be approved by the Declarant. The Tenant shall not sublet his pad site or Recreational Vehicle.

h. In the event the Tenant violates any of the rules set forth herein, or rules that are subsequently developed or the terms of the vehicle checklist or rules that are subsequently adopted by the Declarant, then upon ten days written notice, if such deficiency is not corrected, Declarant reserves the right to have the vehicle removed from the park. In the event the Declarant removes an unlicensed Recreational Vehicle from the park, the Tenant shall lose their lease.

ARTICLE III. RESTRICTIONS

1. Pets must be leashed or otherwise confined when not in the Recreational Vehicles and may be exercised only in certain designated areas.
2. Each Tenant must maintain their pad site, in good condition, making sure that all debris is picked up on a daily basis. All Recreational Vehicles shall be clean and not have dirt and mud on the vehicles. It is the Tenant's responsibility to make sure the pad site and the Recreational Vehicle and other permitted vehicles is at all times properly maintained, in good condition, attractive, clean and free of debris.
3. No fire arms shall be discharged within the Property.
4. No advertising signs, billboards, unsightly objects, or objects which may create a nuisance shall be erected, placed or permitted on any pad site, nor shall the Property or any pad site be used in any way for the purpose which may endanger the health or unreasonably disturb the other Tenants and their guests.
5. No repair of any boats, automobiles, motorcycles, trucks, recreational vehicles or similar vehicles shall be permitted within the Property or on any pad site, with the exception of routine maintenance of the Recreational Vehicle and other permitted vehicles consisting of keeping the vehicle clean and checking the operation of the vehicle.
6. Vehicles and other permitted recreational equipment for the Tenant and their guests shall be permitted within the Property and on any pad site.

- C
7. No garbage, trash container or fuel tank shall be permitted on the pad sites or within the Property except for those which meet the container rules for the park or are permitted by Declarant.
 8. Exterior lighting installed on any pad site shall be indirect or of such a controlled focus in intensity as not to disturb the Tenants of the adjoining pads or neighboring properties. All such lighting shall be approved by Declarant.
 9. No above ground swimming pools are allowed.
 10. No building shall be constructed on any pad site.
 11. There shall be allowed not more than two (2) domestic pets per household.
 12. Boats which are not in the water and boat trailers must be parked in designated areas.
 13. ATV shall be registered with the park each season and shall be operated only in designated areas. Dirt bikes are prohibited. Airboats are prohibited within the Property, including on the lakes within the Property and the beaching of airboats on the Platte River frontage by residents and guests. ATV's shall only have stock mufflers.
 14. No activity, including loud noises, which constitute a nuisance shall be permitted at any time.
 15. Recreational Vehicles may also be parked in other areas designated by the Declarant which shall be consistent with those areas designated on the Site Plan, which Site Plan may be found on Exhibit B of the Development Agreement signed by the Declarant and the Sarpy County Board of Commissioners.
 16. Removable items shall be stored when Tenant is not present.
 17. Each Lot can have no more than two (2) gas containers properly colored and marked and not to exceed five (5) gallons each.

**ARTICLE IV.
LAKE RULES**

1. The following are rules which pertain to the lake(s):

Use of the Lake.

- a. The lake or lakes within the Property may only be used by the Tenant and their guest. The lake shall be used only for the purpose of fishing boats or pontoon boats and other non-motorized watercraft. Water skiing, speed boats,

motor boats, other than fishing boats and pontoon boats, jet skis and similar type water equipment is not permitted at any time.

b. All boats operating on the lake must comply with all of the Lake Rules which are set forth herein and the additional rules which shall be established by Declarant and by all rules and regulations established by the State of Nebraska for boating.

c. All boats on the lake must be owned by or under the control of the Tenant(s), registered with the Declarant and contain the appropriate and current park sticker. No other boats shall be permitted on the lake. All boats must display the Tenant's pad number and the park boat sticker in the size established by Declarant in a visible position on the right rear side of the boat.

d. Boats speeding on the lake are prohibited. The lake is a no wake lake.

e. The boating speed limit shall be five (5) miles per hour.

f. Swimming is permitted only in the designated swimming areas on the lake(s).

g. In addition to the above restrictions, the use of the lake shall also be subject lake rules to be established and amended by Declarant from time to time.

ARTICLE V. PROPERTY SECURITY

1. Entrance to the park shall be only at the designated areas.

2. The park shall be fenced.

3. Declarant shall develop and maintain the Property and the road system in the park. No tenant or guest shall park in undesignated areas or conduct any activity which in any way damages the road, improvements in the park and the natural habitat of the park.

4. No Tenant or other guest shall remove or cut down any trees in the park or any way damage the park.

ARTICLE VI. EMERGENCY EVACUATION PLAN

1. Upon there being issued a notification from a governmental authority to evacuate the flood plain because of an emergency weather condition, those Recreational Vehicles that are on pad sites within the flood plain shall evacuate by

E

leaving the flood plain area and either leaving the park or by moving their Recreational Vehicles to the designated emergency evacuation area.

2. The emergency evacuation area shall be that area north of the soccer field which is designated with the appropriate signage. In the event of overflow, parking for such overflow shall then be extended onto the area to the south which is designated as a soccer field. Upon the governmental authority providing notice that the need for the emergency evacuation has ended, the Tenant(s) shall then be permitted to relocate their Recreational Vehicles back onto their pad site.

3. As part of their lease, all tenants who lease pad sites within the flood plain area shall be notified that their pad site is within the flood plain. Their lease shall provide written information as to this emergency evacuation plan, as amended from time to time, which shall include the description of the location of the emergency evacuation area and the designated area in which they are to park their Recreational Vehicle in the event of such emergency evacuation.

4. A written Emergency Evacuation Plan setting forth this information shall be prepared and updated annually and be provided to all Tenants at the beginning of the season and posted at the entrance and the two well sites.

**ARTICLE VII.
TRASH COLLECTION**

All tenants shall be required in the Lease to keep their property in good condition and free of trash. Trash collection containers shall be located for the disposal of trash throughout the Property and shall not be placed along the immediate limits of the abutting property to the east. The trash containers shall be emptied during the season by a trash collection company when needed, not less than one time per week early in the week.

**ARTICLE VIII.
GENERAL PROVISIONS**

1. In the event a Tenant or their guests violate any of these rules, Declarant shall have the following rights:

a. Terminate the Lease and evict the Tenant and their guest from the Property;

b. Bring an action against the Tenant and/or their guest for any damages caused by the Tenant and/or their guest and to obtain an injunction, including a mandatory injunction, either prohibiting the activity or having a court direct that the certain activity be performed. Any cost, including attorney fees, incurred in enforcing these rules by Declarant, shall be paid by the Tenant who has violated the rules either himself or his invitees. Failure of Declarant to enforce any of these

2011-14449 H

- 2006 Forest River Lexington 263 GTS - \$69,000
- 2003 Four Winds Fun Master 29C - \$105,000
- 1901 GMC T60204 - \$23,000
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- RV Types
- RV Ratings

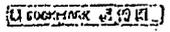
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LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model and the floor plan. Prices begin at around \$4,000 and can go as high as \$25,000.

Fifth-wheel trailers are similar to larger travel trailers, but they have an extension on the front of the box that extends over the tow vehicle and a horizontal plate that looks like a wheel (hence the name "fifth wheel") that rests on the tow vehicle for support. This hitch arrangement requires special equipment on the tow vehicle. Typically, a pickup truck serves as tow vehicle for fifth wheels and are outfitted with a fifth-wheel hitch (also known as a goose-neck hitch). The hitch arrangement makes towing easier by placing the trailer load in the center of the tow vehicle instead of behind it. This extension on the front of the box also serves as a bedroom in most fifth wheels. Still more living space is afforded by slide-outs that come as a standard feature of many fifth wheels. Fifth-wheel trailers usually provide cooking facilities, a refrigerator, heating, air conditioning, a self-contained toilet, a shower, water tanks (fresh water, gray water, black water), faucets, sinks, a LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model and the floor plan. Prices range from \$15,000 to \$150,000.

Truck campers, sometimes referred to as pickup campers or side-on campers, consist of a camper body loaded onto the bed of a standard pickup truck. Usually the tailgate of the pickup is lowered and the camper unit is clamped to the truck. Because truck campers can be loaded and unloaded with relative ease, they are popular among weekend RVers. Truck campers usually provide cooking facilities, a refrigerator or an ice box, heating, air conditioning, a self-contained toilet, a fresh water tank, a waste water tank, a faucet, a sink, a LP (propane) gas supply, and a separate 100-125 volt electrical system. They can sleep up to six people depending on the model. Prices range from \$5,000 to \$30,000.



Resolution 2010-299
Approving Original Development
Agreement for Leisure Village

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING DEVELOPMENT AGREEMENT
WITH CENTURY DEVELOPMENT FOR LEISURE VILLAGE

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2007) a County Board of Commissioners shall have the authority to adopt Zoning and Subdivision Regulations, which shall have the force and effect of law; and,

WHEREAS, Century Development L.L.C., desires to enter into a Development Agreement which governs the development of the Leisure Village subdivision, which Development Agreement is attached hereto as Exhibit "A", and which complies with the Zoning and Subdivision Regulations of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Development Agreement between the County of Sarpy and Century Development L.L.C., is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, which is attached hereto and marked as Exhibit "A".

Dated this 28th day of September, 2010.

Moved by Rich Jansen seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
_____	_____	_____
_____	_____	ABSTAIN:
_____	_____	<u>none</u>
_____	_____	_____

[Signature]
County Clerk



Approved as to form:
[Signature]
County Attorney

**Originally Approved
Development Agreement**

EXHIBIT A:

DEVELOPMENT AGREEMENT

This Development Agreement made as of the dates indicated at the signatures below by and between Century Development L.L.C., a Nebraska limited liability company (hereinafter "Developer") and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Leisure Village, a subdivision surveyed, platted and recorded in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

WHEREAS, Developer has requested County to approve a specific platting, Operation Plan and Special Use Permit, of the Development Area; and

WHEREAS, Developer and County wish to agree upon the manner, method and the extent to which certain public and private improvements may be constructed and located in Sarpy County, Nebraska.

WHEREAS, Developer and County agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION

I.

There shall be no public improvements installed. All improvements shall be private. The private improvements are as follows:

A. The development of a private roadway system within the Development Area at the location shown in Exhibit "B" attached hereto. The roadway, as shown on Exhibit "B" attached hereto, shall be a pervious aggregate roadway with the exception of an area consisting of 2,600 lineal feet of a hard surfaced roadway at the entrance and the northeast portion of the Development Area in the location shown on Exhibit "B1" attached hereto. The roadway shall be installed pursuant to plans and specifications prepared by Thompson, Dreessen & Dorner, Inc., a copy of which shall be provided to County prior to commencing construction of the improvements.

B. The wastewater system shall consist of holding tanks located and sized as shown on the Sanitary Sewer and Water Exhibit attached hereto as Exhibit "C". Plans and specifications for said holding tanks shall be prepared by Thompson, Dreessen & Dorner, Inc., a copy of which shall be provided to County prior to commencement of construction.

C. All groundwater wells, monitoring wells and related appurtenances shall be constructed, installed and located as shown on Exhibit "C" and "C-1" attached hereto. Plans and specifications for such improvements shall be prepared by Thompson, Dreessen & Dorner, Inc., a copy of which shall be provided to the County prior to commencement of construction.

D. There shall be no publicly installed street lights. There may be some minimal indirect security lighting within the Development Area. Lighting shall be in conformity and located as shown on the lighting Exhibit attached hereto as Exhibit "C2".

E. With the exception of shaping for the road, pad areas and the entrance, there shall be no grading.

F. Private overhead power shall come into the site and then be fed to the pads through underground electrical service.

G. Landscaping shall be in conformity with and located as shown on the Landscape Exhibit prepared by Thompson, Dreessen and Dorner, attached hereto as Exhibit "D".

H. Fencing and security shall be in conformity with and located as shown on the Fencing and Security Exhibit prepared by Thompson, Dreessen and Dorner, attached hereto as Exhibit "E".

I. The Development Area shall be constructed in conformity with the Post Construction Stormwater Management Plan to meet County requirements.

J. Erosion control shall be performed as needed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and whatever further measures are necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. Developer shall take the appropriate measures as required by the grading permit issued by the County to control dust during the construction process of the Project.

K. Developer shall reconstruct the dike to an elevation of not less than 979 feet above sea level in the approximate location as shown on Exhibit E 1 attached hereto. Reconstruction of the dike will be approved by the Natural Resources District prior to start of reconstruction work.

SECTION

. II.

Developer and County acknowledge that the Developer plans to use Development Area as a recreational area. Said recreational area will include recreational vehicle parking for up to 192 pad sites as well as related recreational activity; both the recreational vehicle pad sites and all other recreational activities shall be in compliance with a Special Use Permit issued by County.

Developer and County covenant and agree that Developer shall:

A. Operate said Development Area according to the Operation Plan for the Special Use Permit, which said Operation Plan is attached hereto and incorporated by reference as Exhibit "F". Said Operation Plan may be amended from time to time as approved by County.

B. Developer shall enforce the Covenants and Rules of Leisure Village Recreational Vehicle Park, which document is attached hereto and incorporated by reference as Exhibit "G". Said Covenants and Rules of Leisure Village Recreational Vehicle Park may be amended from time to time as according to Article VIII General Provisions in said document.

SECTION III.

Developer and County covenant and agree that Developer shall:

A. Conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances. Conform to the requirements of state and local law.

B. Be responsible for securing all local and state permits necessary for construction of public improvements, and to construct all systems in accordance with existing environmental, health, safety, and welfare rules, regulations, and standards as may be in place at the time of construction.

C. Provide a copy to County of any permits from the Nebraska Department of Health and Human Services and the Nebraska Department of Environmental Quality prior to construction of any groundwater wells, monitoring wells and any wastewater holding tanks.

D. Water:

1. Water shall be provided to the pad sites by water lines from one of two central well systems which shall be developed and operated pursuant to the regulations and laws of the State of Nebraska and Sarpy County, Nebraska.
2. Developer shall construct two monitoring wells as located on Exhibit "C" attached hereto.
3. Developer shall test the monitoring wells at least two times yearly for contamination of groundwater. Contamination testing shall minimally include coliform bacteria and nitrates along with parameters required by the Nebraska Department of Environmental Quality. Results of testing shall be sent to the Sarpy County Planning Department, the Hansen/Chris Lake Neighborhood Association ("Association") and the Metropolitan Utilities District; Metropolitan Utilities District address is below:

Metropolitan Utilities District

Supervisor Platte South Water Treatment Plant
1723 Harney Street
Omaha, NE 68102

The Association shall provide a name and address to whom the Developer is to send such information.

4. The monitoring wells shall be available for testing by the Nebraska Department of Environmental Quality as necessary.

E. Wastewater:

1. At all times all wastewater systems and wastewater holding tanks shall be developed and operated pursuant to the regulations and laws of the State of Nebraska and Sarpy County, Nebraska as now existing and as from time to time amended.
2. Before any construction of any wastewater system or holding tank, a permit shall be obtained for said construction and operation from the proper authority of the State of Nebraska. A copy of said permit shall be provided to County.
3. Developer shall construct wastewater holding tanks and sewer lines as located on Exhibit "C" attached hereto.
4. Developer shall construct the wastewater holding tanks of a material other than concrete with double wall construction and leak detection in the interstitial space between the tank walls.
5. Wastewater Tank leak detection shall consist of a secondary containment membrane with a monitoring device as shown on Exhibit "H" attached hereto. The tanks shall be operated pursuant to Article VIII, paragraph 2 of the Operational Agreement. The ground water monitoring wells shown on Exhibit "C" shall be tested twice annually for coliform bacteria and nitrates. The monitoring wells for the tanks shall be checked as needed.

F. Developer shall provide to the County a Post Construction Storm Water Management Plan ("PCSMP") approved by the Natural Resources District ("NRD") prior to the time that a certificate of occupancy is issued by the County permitting recreational vehicles to locate within the Development Area.

G. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Developer, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for Developer any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to County or Developer. Developer shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for

the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.

H. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of the improvements being installed and testing procedures therefore.

I. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

SECTION
IV.

The improvements cited herein or depicted on the plat attached hereto understood to be the minimum acceptable to County.

SECTION
V.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the improvements contemplated by this Agreement shall be provided to County.

SECTION
VI.

Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state or local ordinances.

SECTION
VII.

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

SECTION
VII.

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

Frank R. Krejci
Century Development L.L.C.
1505 N. 203rd Street
Omaha, NE 68022

With a copy to:

James E. Lang
Laughlin, Peterson & Lang
11718 Nicholas Street, Suite 101
Omaha, NE 68154

For County:

County Clerk, County of Sarpy
1210 Golden Gate Dr., Suite 1118
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1261 Golden Gate Dr., Suite 2E
Papillion, NE 68046

SECTION
IX.

This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

SECTION
X.

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

SECTION
XI.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

SECTION
XII.

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

SECTION
XIII.

Developer represents, covenants, and warrants that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and are valid, binding, and enforceable obligations of Developer in accordance with its respective terms.

SECTION
XIV.

This Agreement may be recorded at the option of any party hereto at the expense of the recording party.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in duplicate on the dates indicated with the signatures below.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Jon Albrecht 9/28/2016
Chairperson, Board of Commissioners

Attest:



Debra J. Hogstadling
Sarpy County Clerk

Approved as to form:

Jon Albrecht
Sarpy County Attorney

Century Development L.L.C., a Nebraska limited liability company
1505 N. 203rd Street
Omaha, NE 68022

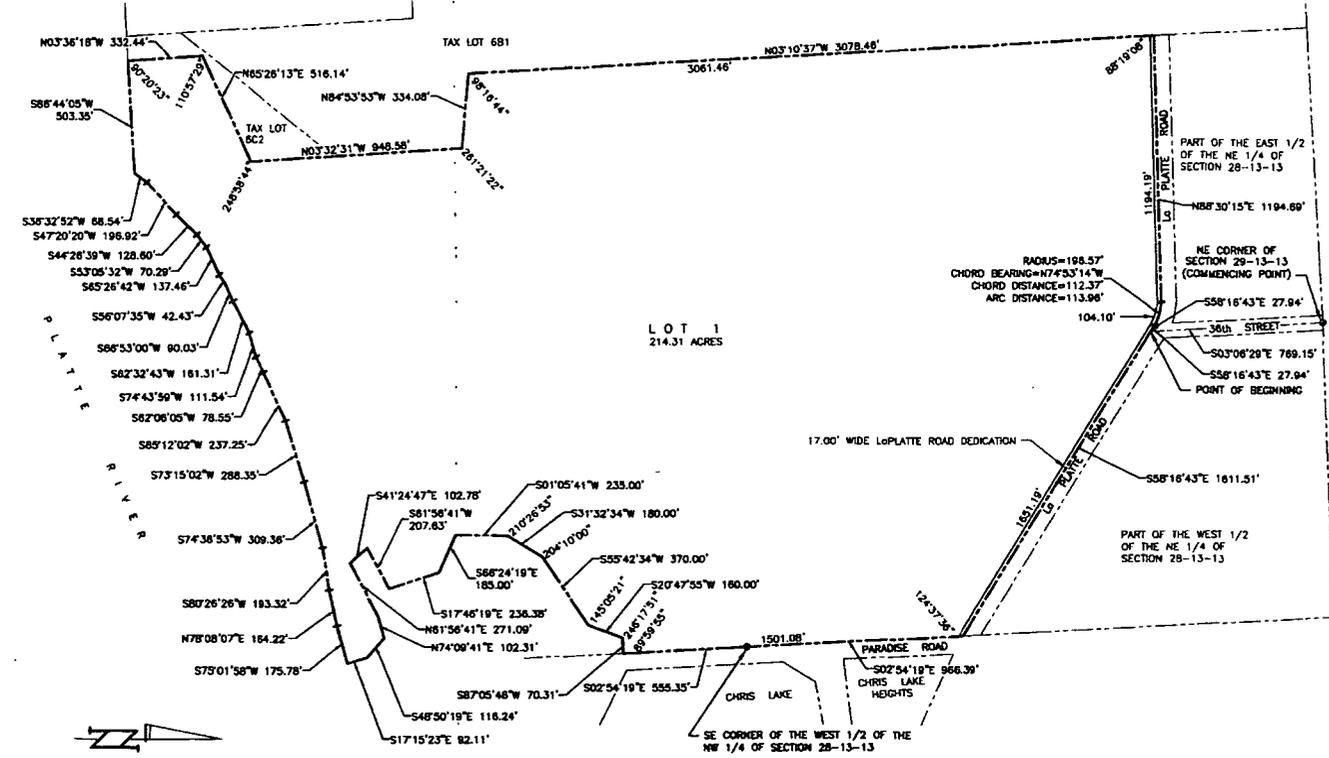
Frank R. Krejci
Frank R. Krejci, Manager

LEISURE VILLAGE

LOT 1

BEING A PLATTING OF THE EAST 1/4 OF THE NE 1/4 LYING SOUTH OF LAPLATTE ROAD AND TAX LOTS 6A, 6B2 AND 6C1 IN SECTION 29, TOGETHER WITH THE WEST 1/2 OF THE NW 1/4 LYING SOUTH OF LAPLATTE ROAD AND PART OF GOVERNMENT LOT 2 IN SECTION 28, ALL IN T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA

PART OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 29-13-13



APPROVAL OF THE SARPY COUNTY BOARD OF COMMISSIONERS
THIS PLAT OF LEISURE VILLAGE WAS APPROVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____ 20__

COUNTY CLERK _____ CHAIRMAN, SARPY COUNTY BOARD OF COMMISSIONERS _____

APPROVAL OF THE SARPY COUNTY PLANNING COMMISSION
THIS PLAT OF LEISURE VILLAGE WAS APPROVED BY THE SARPY COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 20__

CHAIRMAN, SARPY COUNTY PLANNING COMMISSION _____

APPROVAL OF THE SARPY COUNTY PLANNING DIRECTOR
THIS PLAT OF LEISURE VILLAGE WAS APPROVED BY THE SARPY COUNTY PLANNING DIRECTOR THIS _____ DAY OF _____ 20__

SARPY COUNTY PLANNING DIRECTOR _____

APPROVAL OF THE SARPY COUNTY SURVEYOR
THIS PLAT OF LEISURE VILLAGE WAS APPROVED BY THE SARPY COUNTY SURVEYOR _____

DATE _____ SARPY COUNTY SURVEYOR _____

ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS
COUNTY _____ C.E. _____ FILED FOR RECORD _____ AT _____
VERIFY _____ D.E. _____ INSTRUMENT # _____
PROOF _____
FEES \$ _____
CHECK # _____
CHARGE \$ _____ CASH _____
LLOYD J. DORNING
REGISTER OF DEEDS SARPY COUNTY, NE

DATE 10/28/09
DRAWN BY RJR
CHECKED BY DHN
REVISION

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS MADE FOR THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS LEISURE VILLAGE, LOT 1, BEING A PLATTING OF THE EAST 1/4 OF THE NE 1/4 LYING SOUTH OF LAPLATTE ROAD AND TAX LOTS 6A, 6B2 AND 6C1 IN SECTION 29, TOGETHER WITH THE WEST 1/2 OF THE NW 1/4 LYING SOUTH OF LAPLATTE ROAD AND PART OF GOVERNMENT LOT 2 IN SECTION 28, ALL IN T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 29; THENCE S03°06'20"E (ASSUMED BEARING) 789.15 FEET ON THE EAST LINE OF SAID SECTION 29 TO THE SOUTH LINE OF THE 66.00 FOOT WIDE LAPLATTE ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE S58°16'43"E 1811.51 FEET ON THE SOUTH LINE OF THE 66.00 FOOT WIDE LAPLATTE ROAD RIGHT-OF-WAY TO THE EAST LINE OF THE WEST 1/2 OF THE NW 1/4 OF SAID SECTION 28; THENCE S02°54'19"E 966.39 FEET ON THE EAST LINE OF SAID WEST 1/2 TO THE SOUTHWEST CORNER THEREOF; THENCE S02°54'19"E 555.35 FEET ON THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE S87°00'48"W 70.31 FEET; THENCE S02°47'59"W 180.00 FEET; THENCE S53°42'34"W 370.00 FEET; THENCE S31°32'34"W 180.00 FEET; THENCE S03°54'19"W 235.00 FEET; THENCE S08°24'19"E 183.32 FEET; THENCE S17°49'19"E 236.36 FEET; THENCE S81°56'41"W 207.83 FEET; THENCE S41°24'47"E 102.78 FEET; THENCE N61°58'41"E 271.09 FEET; THENCE N74°09'41"E 102.31 FEET; THENCE S48°50'19"E 118.24 FEET; THENCE S17°12'23"E 82.11 FEET TO THE TOP OF THE NORTH BANK OF THE PLATTE RIVER AS SHOWN ON A SURVEY MADE BY WILLIAM A. FARRELL, RLS 330 DATED NOVEMBER 18, 2008; THENCE SOUTHWESTERLY ON SAID NORTH BANK ON THE FOLLOWING DESCRIBED 18 COURSES; THENCE S75°01'58"W 175.78 FEET; THENCE S78°08'07"W 184.22 FEET; THENCE S80°26'26"W 183.32 FEET; THENCE S74°36'53"W 309.36 FEET; THENCE S73°10'02"W 288.35 FEET; THENCE S65°12'02"W 237.25 FEET; THENCE S62°00'05"W 78.55 FEET; THENCE S74°43'59"W 111.54 FEET; THENCE S62°32'43"W 181.51 FEET; THENCE S89°33'09"W 80.03 FEET; THENCE S58°07'35"W 42.43 FEET; THENCE S62°42'19"E 185.00 FEET; THENCE S85°26'42"W 137.46 FEET; THENCE S53°05'32"W 70.29 FEET; THENCE S44°28'39"W 128.60 FEET; THENCE S47°20'20"W 186.62 FEET; THENCE S36°32'52"W 88.54 FEET TO THE SOUTH LINE OF SAID TAX LOT 6C1; THENCE N65°28'13"E 318.14 FEET ON THE WEST LINE OF SAID TAX LOT 6C1; THENCE N03°10'37"W 3078.48 FEET ON THE SOUTH LINE OF SAID TAX LOT 6C1 AND BEG; THENCE N84°53'53"W 334.08 FEET ON THE SOUTH LINE OF SAID TAX LOT 6A TO THE SOUTHWEST CORNER THEREOF; THENCE N03°10'37"W 3078.48 FEET ON THE WEST LINE OF SAID TAX LOT 6A AND ON THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 28 TO THE SOUTH LINE OF THE 66.00 FOOT WIDE LAPLATTE ROAD RIGHT-OF-WAY; THENCE N89°01'19"E 1194.68 FEET ON THE SOUTH LINE OF THE 66.00 FOOT WIDE LAPLATTE ROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON A 195.57 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S74°53'14"W, CHORD DISTANCE 112.37 FEET, AN ARC DISTANCE OF 113.98 FEET; THENCE S58°16'43"E 27.94 FEET ON THE SOUTH LINE OF THE 66.00 FOOT WIDE LAPLATTE ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING.

CONTAINING 215.46 ACRES MORE OR LESS

LEISURE VILLAGE
FINAL PLAT



OCTOBER 28, 2009
DATE: _____
DAVID H. NEFF
NEBRASKA RLS 475

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT I, FRANK R. KREJCI, TRUSTEE OF THE FRANK R. KREJCI REVOCABLE TRUST BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENCOMPASSED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A STREET AND A LOT TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LEISURE VILLAGE, AND I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF MY PROPERTY AS SHOWN ON THIS PLAT AND I HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, ONEIS CORPORATION AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIPTION, ON OTHER THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES; NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FRANK R. KREJCI REVOCABLE TRUST
BY: _____
FRANK R. KREJCI, TRUSTEE

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA) _____
COUNTY OF DOUGLAS) s.s.)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__, BY FRANK R. KREJCI, TRUSTEE OF THE FRANK R. KREJCI REVOCABLE TRUST ON BEHALF OF SAID TRUST.

NOTARY PUBLIC _____

SARPY COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO RECORD OR SPECIAL CHARGE DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENCOMPASSED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____ 20__

SARPY COUNTY TREASURER _____

EXHIBIT 78A

THOMPSON, DRESSER & DORMER, INC.
Consulting Engineers & Land Surveyors
10838 OLD MILL ROAD OMAHA, NEBRASKA 68164
P: 402.330.8860 F: 402.330.3969 WWW.TDSCO.COM



160-193
BOOK
PAGE

cdh A Logo



NO.	DATE	BY	CHKD.
1	11-18-15		
2			
3			
4			
5			
6			
7			
8			
9			
10			

LEISURE VILLAGE

CENTURY DEVELOPMENT

SITE PLAN DWG#7 "B"

TD² THOMPSON, DREHSEN & BORNHEIM, INC.
 Consulting Engineers & Land Surveyors
 1100 N. D. HILL ROAD - TAMPA, FLORIDA 33613
 PHONE: (813) 973-0000 FAX: (813) 973-0001
 WWW: TD2.COM

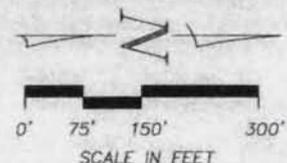
100-183

HEET 1 OF 1



PROPOSED PAVED ROADWAY
APPROX. 2600 L.F.

EXHIBIT "B1"

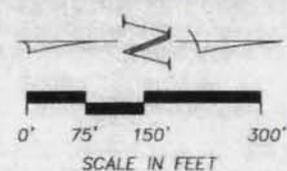


<p>2 THOMPSON, BREESSEN & DORNER, INC. 1000 OLD GALE RD. SUITE 200 CHANDLER, ARIZONA 85224 PHONE: 480.948.8888 FAX: 480.948.8889 WWW.TBDORNER.COM</p>	<p>LEISURE VILLAGE</p>	<p>DATE: 03-18-10 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]</p>
	<p>CENTURY DEVELOPMENT</p>	<p>PROPOSED PAVED ROADWAY DELINEATION EXHIBIT "B1"</p>
<p>189-193 SHEET 1 OF 1</p>		



PROPOSED PAVED ROADWAY
APPROX. 2600 L.F.

EXHIBIT "B1"



<p>2 THOMPSON, DREESSEN & DORRIS, INC. 1888 2323 S.W. 10TH AVE. SUITE 200 MIAMI, FLORIDA 33135 PHONE: 305.274.2000 FAX: 305.274.2001 WWW: WWW.TDDI.COM</p>	<p>LEISURE VILLAGE</p>	<p>DATE: 03-18-15 DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] APPROVED BY: [REDACTED]</p>
	<p>CENTURY DEVELOPMENT</p>	<p>PROPOSED PAVED ROADWAY DELINEATION EXHIBIT "B1"</p>
<p>169-193</p>	<p>1 OF 1</p>	



EXHIBIT "C"

CENTURY DEVELOPMENT LEISURE VILLAGE JANUARY 2000 DIBBIT '00

THOMPSON, BREESSEN & DORNER, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 1000 E. 10TH AVENUE, SUITE 1000, DENVER, COLORADO 80202
 PHONE: 303.733.8800 FAX: 303.733.8801 WWW: THOMPSON-DORNER.COM

NO. OF SHEETS	1-20-00
SHEET NO.	07
DATE	01-20-00



EXHIBIT "C2"

100-183
SHEET 1 OF 1

LEISURE VILLAGE

COUNTRY DEVELOPMENT LIGHTING EXHIBIT "C2"

DATE	BY	REVISION	DRAWN

2 Thompson, Dressen & Borner, Inc.
 ENGINEERS, ARCHITECTS, INTERIORS, LANDSCAPE ARCHITECTS
 1000 S. 10th Street, Suite 100, Lincoln, Nebraska 68508
 Phone: 402.478.2222 Fax: 402.478.2222 Email: TDB@tdb.com



<p>THOMPSON, DREGERSEN & DORSEY, INC. Consulting Engineers & Land Surveyors 1800 113th Ave. NE, Suite 100, Bellevue, WA 98004 Phone: 425.452.4000 Fax: 425.452.4001</p>		<p>LEISURE VILLAGE</p>	<p>LANDSCAPING EXHIBIT "D"</p>
<p>DATE: 01/15/08</p>	<p>PROJECT: 08-001</p>	<p>CENTURY DEVELOPMENT</p>	<p>DATE: 01/15/08</p>
<p>BY: [Signature]</p>	<p>BY: [Signature]</p>	<p>BY: [Signature]</p>	<p>BY: [Signature]</p>

EXHIBIT "D"

100-193

Sheet 1 of 1



CONCEPTUAL LEVY
RECONSTRUCTION
ELEV. + 8% MSL



EXHIBIT "E1"

109-193
SHEET 1 OF 1

2 THOMPSON, DREBSSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 1700 OLD HILL ROAD - DAVENP, WISCONSIN 53515
PHONE: (414) 833-3300 FAX: (414) 833-3301

LEISURE VILLAGE

CENTURY DEVELOPMENT LEVY RECONSTRUCTION EXHIBIT "E1"

NO. SHEETS	1	DATE	11-20-13	BY	JLT	CHECKED	JLT	DATE	11-20-13
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