

COUNTER <u>DKH</u>
VERIFY <u>DKH</u>
FEES \$ <u>46.00</u>
CHG <u>SFILE</u>
SUBMITTED <u>THE SCHEMMER ASSOCIATES</u>

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2016-17723**

2016 Jul 22 09:09:48 AM

*Sheryl J. Dowling*

REGISTER OF DEEDS



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN  
MAINTENANCE AGREEMENT AND EASEMENT  
PCSMP: LAV-20160614-3637-P**

**WHEREAS**, Hayes Mechanical recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Hayes Mechanical – Shop & Office Building located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, Hayes Mechanical is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit "A" and Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as "the Property", and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, Hayes Mechanical – Shop & Office Building, LAV-20160614-3637-P (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "C", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City for a period of at least three years.

3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.
5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Owner harmless from any damage by reason of the City's negligent during such entry upon the property.
6. The City of La Vista or its designee shall have the right to recover from the Owner any and all reasonable costs the City of La Vista expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista or its designee shall thereafter be entitled to bring an action against the Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.
9. The Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 18<sup>th</sup> day of JULY, 2016.

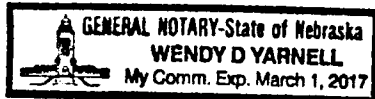
Hayes Mechanical

By: [Signature]

Larry Grieff, Senior Vice President – Western Region

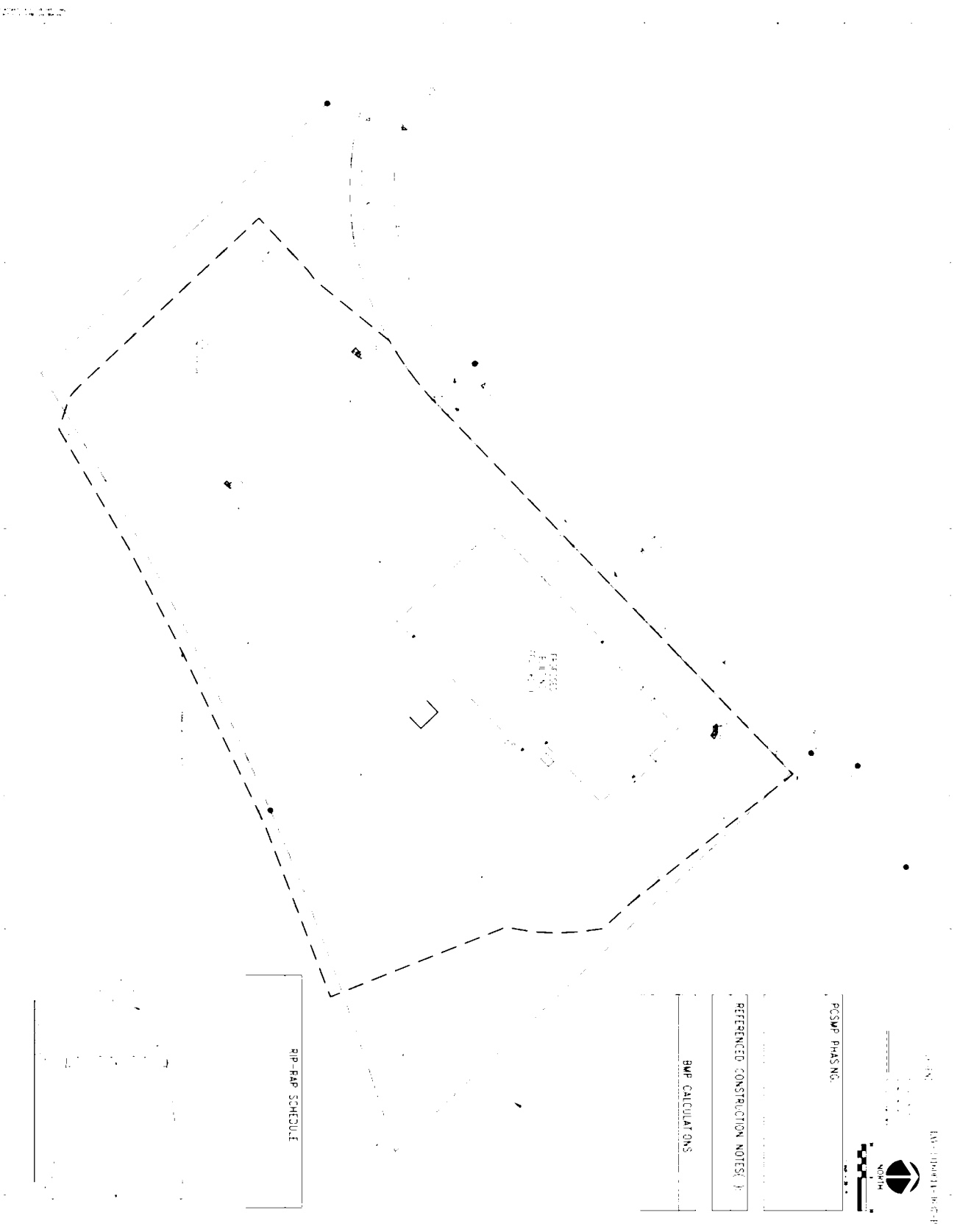
State of Nebraska                    )  
  )ss.  
County of Sarpy                    )

The foregoing agreement was acknowledged before me this 19<sup>th</sup> day of JULY, 2016 by Larry Grieff, Senior Vice President – Western Region of Hayes Mechanical.



[Signature]  
Notary Public

# Exhibit "A"



PCSWP PHASING

REFERENCED CONSTRUCTION NOTES

BMP CALCULATIONS

RIP-RAP SCHEDULE

HAYES MECHANICAL  
SHOP & OFFICE BUILDING  
11825 OLIVE STREET  
LA VISTA, NE 68128  
POST CONSTRUCTION STORMWATER  
MANAGEMENT PLAN

PROJECT NO. 06734.001

C1-06

**SCHEMMER**  
ARCHITECTS ENGINEERS | PLANNERS



DATE	BY	REVISION	REASON
06/24/2021	SCHEMMER	01	ISSUED FOR PERMIT

## Exhibit “B”

### Project Information

Legal Description: Lot 1, Harrison Hills Replat 5

Property Address: 11825 Olive Street  
La Vista, NE 68128

Subdivision Name: Harrison Hills

Section: SEC 17 T14N R12E

### Applicant Information

Business Name: Hayes Mechanical

Business Address: 10608 S. 147<sup>th</sup> Street  
Omaha, NE 68138

Representatives Name: Larry Grieff

Representative's Email: lgrieff@hayesmechanical.com

Representative's Phone: 402-779-7775

## Exhibit “C”

**BMP Maintenance Plan  
Hayes Mechanical – Shop & Office Building  
La Vista, NE 68128  
LAV-20160614-3637-P**

I. General BMP Information

Name	Location	Legal Description
Extended Dry Detention Pond (EDDP-1)	See Exhibit A	See Exhibit B

II. BMP Site Location Map (See Exhibit A)

III. Routine Maintenance Tasks and Schedule

**Extended Dry Detention Pond**

***Short Term: Year 1 – Year 3 (Post-Installation)***

1. Water young plants and seedlings a minimum of weekly for the first three months. Watering may be required more frequently during the summer months (June through August) during the first year. Try to maintain at least a 70-percent vegetation density to ensure stability.
2. Eliminate weeds using spot application of herbicide throughout the first year.
3. Check for signs of erosion or instability and make sure that aesthetics are maintained throughout the BMP footprint
4. After rainfall equaling or exceeding 0.5 in.:
  - a. Ensure that vegetation and other erosion stabilizing mechanisms are intact and check inlet/outlet structures and surrounding area for signs of erosion or instability.
  - b. Inspect all inlet/outlets and repair or restore clogged flow structures as needed.
  - c. Remove sediment and debris from pretreatment BMPs or forebay.
  - d. Confirm drainage system functions and bank stability.
5. At one year after installation, inspect vegetation and all other supporting structure. Replace dead plants and remove invasive plant species.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

***Long Term: Year 3 – later***

1. In early spring, mow or trim vegetation to a height of no less than 6 in. Remove accumulated debris.
2. Inspect vegetation one to two times each year and remove weeds and invasive species.
3. Trim back or remove overgrown vegetation.
4. Repair or restore clogged flow structures as needed.
5. At least twice a year, check for subsidence, erosion, cracking/tree growth on the embankment, sediment accumulation around the outlet, and erosion within the basin and banks.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

IV. Maintenance Inspection Reports. Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspections reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.