

2016-13967

06/15/2016 2:14:24 PM

Lloyd J. Dowding

REGISTER OF DEEDS



COUNTER	<u> P </u>	C.E.	<u> P </u>
VERIFY	<u> P </u>	D.E.	<u> P </u>
PROOF	<u> P </u>		
FEES \$	<u> 52.00 </u>		
CHECK #			
CHG	<u> PAY </u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, # 1230
PAPILLION, NE 68046-2842
402-593-5773

R+R

*EAD Engineering
Attn: Skyler Tuttle
3635 S 149th St
Omaha, NE 68144*

A

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Montessori Childcare located in the jurisdiction of Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of Montessori Childcare (hereinafter referred to as "the Property"); and,

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

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSWMP"), should 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 or facilities shall be constructed by the Property Owner in accordance with the PCSWMP, which has been reviewed and accepted by the County or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached hereto as Exhibit "B", which have been reviewed and accepted by the County 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 PCSWMP and the BMP Maintenance Requirements 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 County within 24-hours of request.
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 County or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. The County shall provide the Property Owner copies of the inspection findings and a directive to commence with the repairs

if necessary. The County will require the Property 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 County shall provide notice prior to entry. The County shall indemnify and hold the Property Owner harmless from any damage by reason of the County's negligent or intentional 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 Property 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 County or its designee in its sole discretion, the County or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the County or its designee deems necessary. Notwithstanding the foregoing, the County shall indemnify and hold the Property Owner harmless from any damage by reason of the County's negligent or intentional acts during such entry upon the property.

The County or its designee shall have the right to recover from the Property Owner any and all reasonable costs the County 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 negligence or intentional acts of the County. Failure to pay the County or its designee all of its expended costs, after sixty days written notice, shall constitute a breach of the agreement. The County or its designee shall thereafter be entitled to bring an action against the Property 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.

6. The Property Owner shall not obligate the County to maintain or repair the facility or facilities, and the County shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the County, its authorized agents or employees, the County shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the County in which event the County shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the County and the Property Owner, each will be required to defend any such suit or claim against it at its own expense.

C

Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the County, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the County.

- 8. The Property Owner shall not in any way diminish, limit, or restrict the right of the County to enforce any of its regulations or ordinances as authorized by law.
- 9. 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 Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this day of _____, 20____.

INDIVIDUAL and/or PARTNERSHIP

Ted White
 Name _____

Manager
 Title _____

Ted White
 Signature _____

 Name _____

 Title _____

 Signature _____

 Name _____

 Title _____

 Signature _____

 Name _____

 Title _____

 Signature _____

D

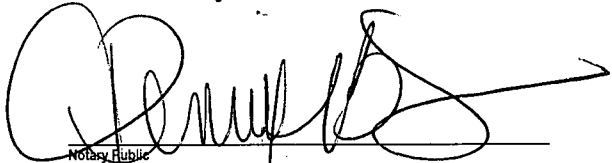
ACKNOWLEDGMENT

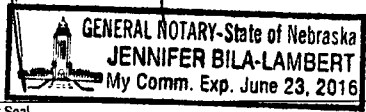
Nebraska)
State

Douglas)
County

On this 12th day of Dec, 2014 before me, a Notary Public, in and for said County, personally came the above named Ted Pelster who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

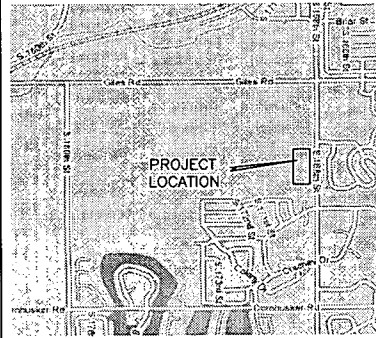
WITNESS my hand and Notarial Seal the day and year last above written.


Notary Public



Notary Seal

LOCATED IN:
NE 1/4 NE 1/4 SEC. 21, T14N, R11E

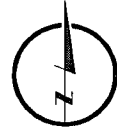


VICINITY MAP

SOUTHERN PINES REPLAT 2

LOTS 1 AND 2, SOUTHERN PINES REPLAT 2, BEING AN ADMINISTRATIVE REPLATING OF LOT 2, SOUTHERN PINES, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

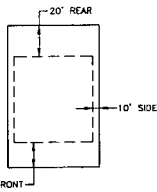
LEGEND
 - - - - - BOUNDARY LINE
 - - - - - LOT LINE
 - - - - - EASEMENT LINE



0 100 200

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
4. LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO 168TH STREET.
5. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.



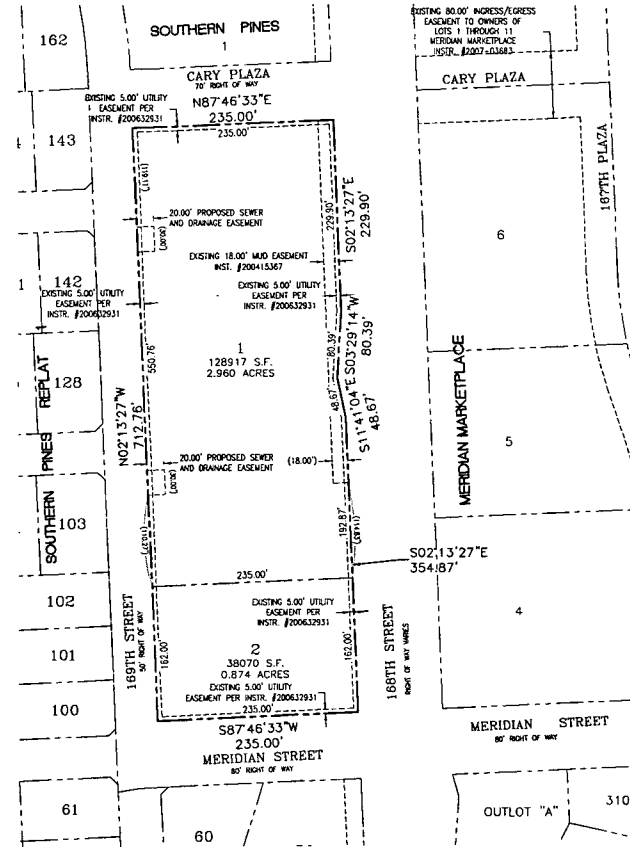
SARPY COUNTY BG ZONING SETBACK REQUIREMENTS
NO SCALE

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE. THIS

DAY OF _____ 2014.

SARPY COUNTY TREASURER



REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF LOTS 1 AND 2, SOUTHERN PINES REPLAT 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF _____ 2014.

SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF COUNTY PLANNING DIRECTOR

THIS PLAT OF LOTS 1 AND 2, SOUTHERN PINES REPLAT 2 WAS APPROVED AND ACCEPTED BY THE COUNTY BUILDING INSPECTOR ON THIS

DAY OF _____ 2014.

COUNTY PLANNING DIRECTOR

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS WITHIN THE SUBDIVISION TO BE KNOWN AS LOTS 1 AND 2, SOUTHERN PINES REPLAT 2, BEING AN ADMINISTRATIVE REPLATING OF LOT 2, SOUTHERN PINES, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINS 3.833 ACRES

WILLIAM E. KNIGHT, L.S. 566

DATE



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SOUTHERN PINES DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY BEING THE SOLE OWNER AND CAPITAL INVESTORS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY BEING THE SOLE MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LOTS 1 AND 2, SOUTHERN PINES REPLAT 2. DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS
 WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE UNDER THE AUTHORITY OF THE SARPY COUNTY, NEBRASKA TO PROVIDE A CABLE, TELEVISION AND ELECTRONIC COMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, CROSSARMS, DOWN GUYS AND ANCHORS, WIRES, 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 AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY CABLE TELEVISION SYSTEMS, AND THE RECEPTION THEREON, OVER, THROUGH, UNDER, AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND IN EACH LOT ABUTTING THE SIDE LOT LINES; AN EIGHT FOOT (8') WIDE STRIP OF LAND IN EACH LOT ABUTTING THE REAR LOT LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, NOR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS; BUT THE SAME MAY BE USED FOR DRIVEWAYS, SIDEWALKS, FENCES, GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

FOR DRAINAGE AND STORM SEWERS
 WE DO HEREBY GRANT THE PERPETUAL STORM SEWER EASEMENTS, THE PERPETUAL SANITARY SEWER EASEMENTS, AND/OR THE PERPETUAL DRAINAGE EASEMENTS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF SAID UTILITIES TO SARPY COUNTY, NEBRASKA AND SANITARY AND IMPROVEMENT DISTRICT 297. NO PERMANENT STRUCTURES, TREES, RETAINING WALLS, LOOSE ROCK WALLS NOR ANY GRADING, FILL OR FILL MATERIAL OR EMBANKMENT WORK SHALL BE PLACED IN, ON, OVER, OR ACROSS THIS EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

SOUTHERN PINES DEVELOPMENT, LLC
 A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

JOHN C. ALLEN, MANAGER

CAPITAL INVESTORS, LLC
 A NEBRASKA LIMITED LIABILITY COMPANY, MORTGAGEE

DANIEL J. BRABEC, VICE PRESIDENT

ACKNOWLEDGMENT OF NOTARIES

STATE OF NEBRASKA)
 COUNTY OF SARPY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2014

BY JOHN C. ALLEN, MANAGER OF SOUTHERN PINES DEVELOPMENT, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA)
 COUNTY OF SARPY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2014

BY DANIEL J. BRABEC, VICE PRESIDENT OF CAPITAL INVESTORS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

drawn by
EAM

designed by

reviewed by
WEK

Schema
0587R201-FINAL.dwg

revisions

14710 West Dodge Road, Suite 100 402.496.2498 | P
 Omaha, Nebraska 68154-2027 402.496.2730 | F
 www.LRA-inc.com

LAMP RYNEARSON & ASSOCIATES
 SOUTHERN PINES REPLAT 2 (LOTS 1 AND 2)
 SARPY COUNTY, NEBRASKA

ADMINISTRATIVE REPLAT

job number-tasks
0105087.01-006

book page

date
10-16-2014

sheet
1 of 1

F

EXHIBIT B

BMP Maintenance Requirements

Name & Location

Project Name: Montessori Childcare

Address: 8660 S. 168th Avenue, Sarpy County, NE

PCSMP Project Number: SAR-20141203-2853-P

Site Data

Total Site Area: 0.87

Total Disturbed Area: 0.84

Total Undisturbed Area: 0.00

Impervious Area Pre-Construction (%): 00

Impervious Area Post-Construction (%): 44

BMP Information

BMP ID	TYPE OF BMP	State Plane Coordinates (N/E)	Longitude/Latitude
BMP 1	STORMTECH SC-740 CHAMBERS		41°10'20"N / 96°10'39.85"W

Note: Use the same naming convention for the BMPs that are used on the accepted plans and add rows if needed. Use either state plane coordinates or longitude/latitude.

Routine Maintenance and Tasks Schedule

The following tables outline recommended maintenance tasks and suggested frequencies for BMP's.

Stormtech System	
Task	Schedule
Inspection	The unit should be inspected post-construction and prior to being put into action. Inspect every 6 months for first year of operation to determine the sediment accumulation rate. In subsequent years, inspections can be based on first year observations or local requirements.
Cleaning	Removal of sediment is required when the depth of sediment reaches 3".

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 Inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.