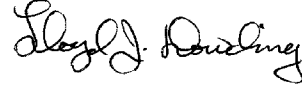


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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2017-23220

2017 Sep 26 08:26:05 AM



REGISTER OF DEEDS



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT
LAV-20170629-4177-P**

WHEREAS, Knacck Properties, L.L.C., recognizes that storm water management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development located at 11937 Portal Road in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, Knacck Properties, L.L.C., is the owner of the property described on Exhibit “A” attached hereto (hereinafter referred to as “the Property Owner”), and,

WHEREAS, the City of La Vista (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, tenants 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, (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 or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, 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 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 City. Records shall be maintained for a period of 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

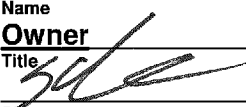
accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.

4. The Property Owner, its administrators, executors, successors, heirs, tenants 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 Property Owner to provide, within 7 calendar days from the date of City's written directive, 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 Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
5. The Property Owner its administrators, executors, successors, heirs, tenants 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 City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City 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 City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City 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.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property 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 Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City 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 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 and the Property 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 Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City 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 Property

Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, Kurt Mackie, Owner, of **Knacck Properties, L.L.C** has executed this agreement this _____ day of _____, 2017.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Knacck Properties, L.L.C.
Name of Individual, Partnership and/or Corporation
Kurt Mackie
Name
Owner
Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

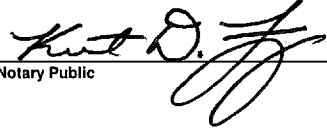
ACKNOWLEDGMENT

NE)
State

Douglas)
County

On this 21st day of September, 2017 before me, Kurt D. Ferguson
a Notary Public, in and for said County, personally came the above named: Kurt Mackie
who is personally known to me to be the identical person whose name is 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.

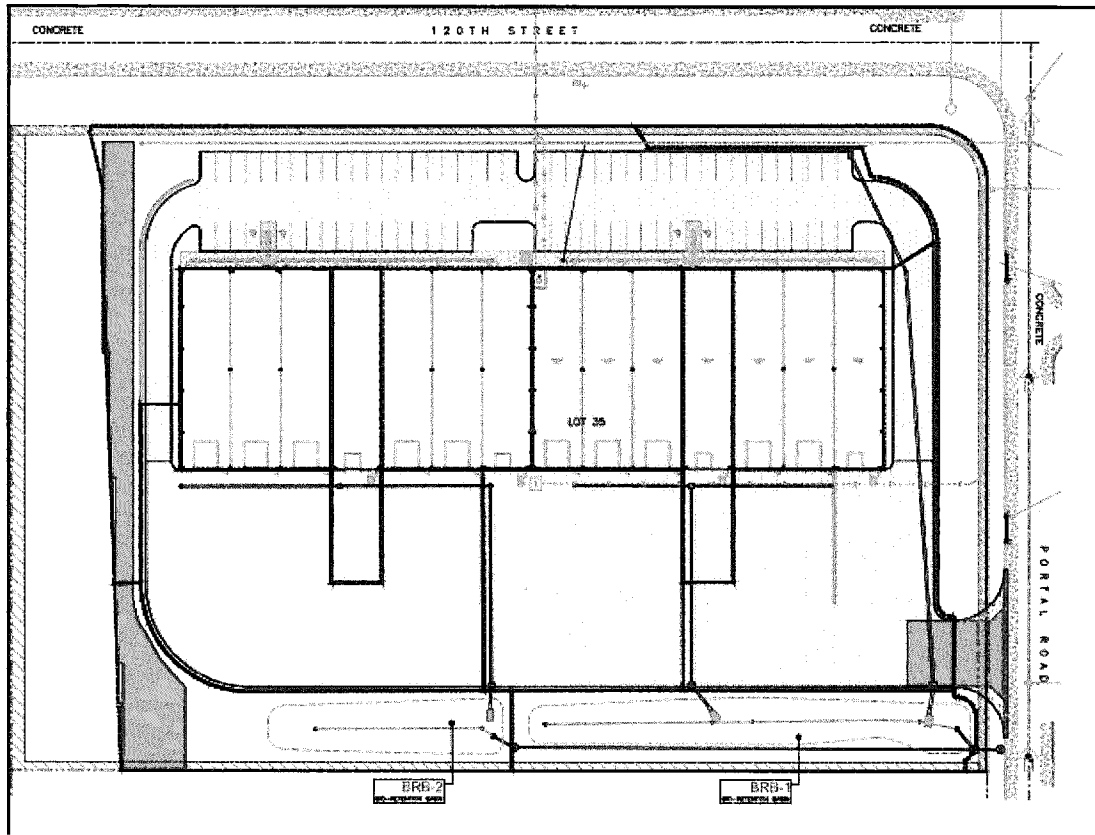


Notary Public

Notary Seal



EXHIBIT 'A'



PROJECT INFORMATION

Legal Description: Lot 35, Brook Valley II Business Park,
Sarpy County, Nebraska

Property Address: 11937 Portal Road
La Vista, NE 68134

Subdivision Name: Brook Valley II Business Park
Section: NW 20-14-12

APPLICANT INFORMATION

Business Name: **Knack Properties, L.L.C.**
Business Address: 3333 S. 61st Ave.
Omaha, NE 68106

Representatives Name: Mr. Kurt Mackie
Representative's Email: KMACKIE@MACKIECONCRETE.COM
Representative's Phone: (402) 981-8041

BMP INFORMATION

Name	Identifier	Latitude/Longitude	State Plane Coords.
BRB-1	Bio-Retention Basin	N41.172700° W96.099070°	N 566886.948 E 2936035.927
BRB-2	Bio-Retention Basin	N41.171870° W96.099070°	N 566584.785 E 2936047.700

Exhibit "B"

**BMP Maintenance Plan
Knacck Properties, L.L.C.
Lot 35, Brook Valley II Business Park
LAV-20170629-4177-P**

Name & Location

Project Name: Mackie Flex Building
Address: 11937 Portal Road
PCWP Project Number: LAV 20170629-4177-GP2
PCSMP Project Number: LAV 20170629-4177-P

Site Data

Total Site Area: 5.14 Acres
Total Disturbed Area: 4.62 Acres
Total Undisturbed Area: 0.52 Acres
Impervious Area Before Construction: 0 %
Impervious Area After Construction: 73 %

Routine Maintenance and Tasks Schedule

Bio-Retention Basin Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1047.0 (BRB-1) & 1048.5 (BRB-2)
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed