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RETURN TO: Ehrhart Griffin & Associates
3552 Farnam Street
Omaha, NE 68131

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POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, ConAgra Foods Packaged Foods, LLC recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Conagra Campus Building 11 located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and, Exhibits A-1 and A-2

WHEREAS, the City of Omaha (hereinafter referred to as "the City") 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 City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, PCSMP OMA-20160920-3781-P, (hereinafter referred to as "PCSMP"), 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 PCSMP, which has been reviewed and accepted by the City of Omaha 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 Omaha 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.
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 Omaha 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 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 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 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 City of Omaha or its designee in its sole discretion, the City of Omaha 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 Omaha 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 acts during such entry upon the property.

The City of Omaha or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Omaha 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 Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha 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 City of Omaha to maintain or repair the facility or facilities, and the City of Omaha 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 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 of Omaha 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 negligent act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.
 9. This Agreement shall be recorded with the Register of Deeds of Douglas 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 27th day of February, 2018.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Conagra Brands Inc.*
 Name of Individual, Partnership and/or Corporation

John Lewandowski
 Name

Sr. Director of Real Estate & Facilities
 Title

John Lewandowski
 Signature

 Name of Individual, Partnership and/or Corporation

 Name

 Title

 Signature

 Name of Individual, Partnership and/or Corporation

 Name

 Title

 Signature

 Name of Individual, Partnership and/or Corporation

 Name

 Title

 Signature

* Also Known as ConAgra Foods Packaged Foods LLC

ACKNOWLEDGMENT

NEBRASKA)
State

DOUGLAS)
County

On this 13 day of FEB, 2018 before me, a Notary Public, in and for said County, personally came the above named:

Richard Colegrove John Lewandowski Sr Director of R&E
Name Title

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.

Richard Colegrove
Notary Public

Notary Seal



Project No. EGA161164

Exhibit "A-1"

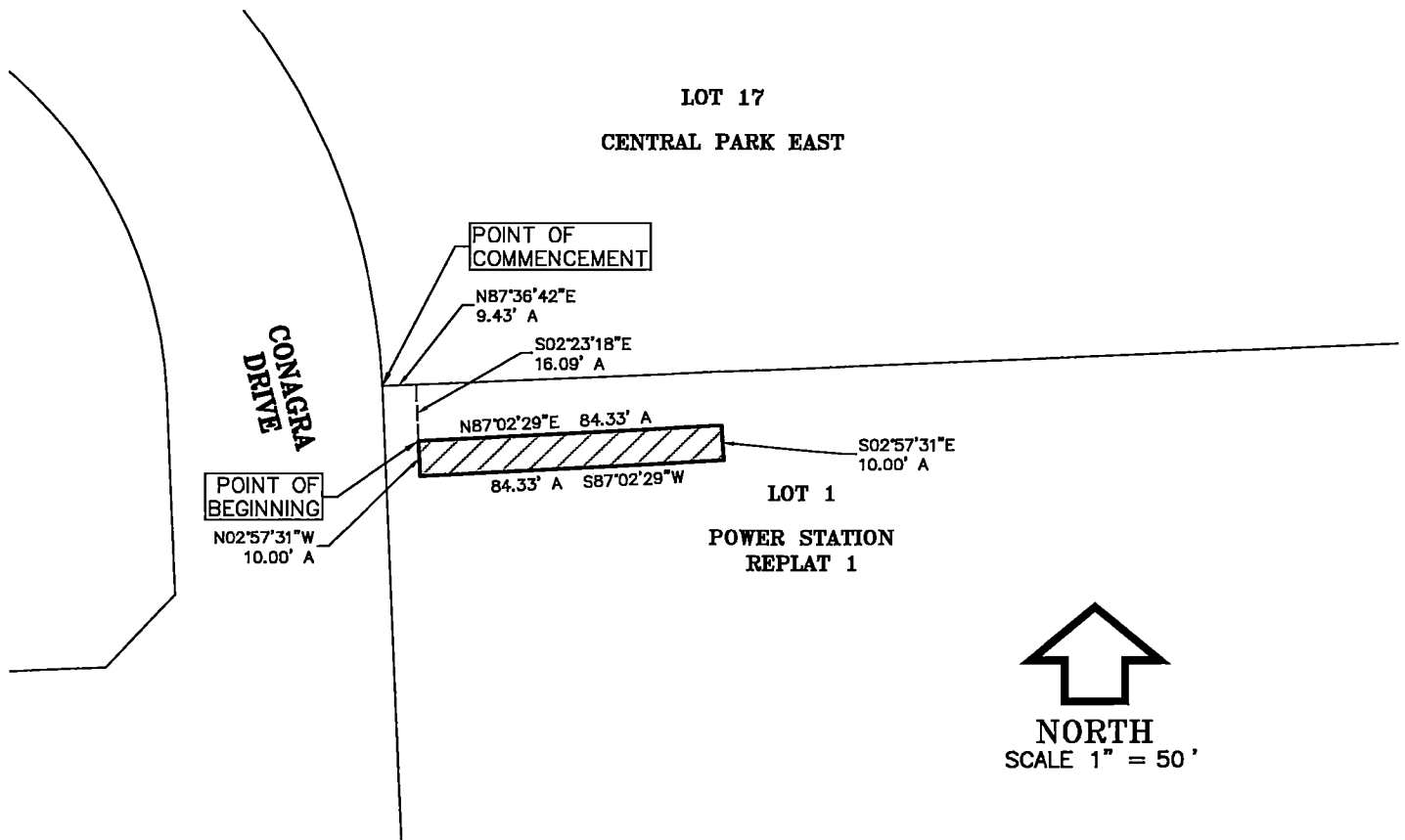
Date: 11/2/16

DESCRIPTION & SKETCH

LEGAL DESCRIPTION:

A PORTION OF LOT 1, POWER STATION REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER ON THE WESTERNMOST LINE OF SAID LOT 1; THENCE NORTH 87°36'42"EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 9.43 FEET; THENCE SOUTH 02°23'18"EAST, A DISTANCE OF 16.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°02'29"EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 02°57'31"EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°02'29"WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 02°57'31"WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 843 SQUARE FEET, MORE OR LESS.



Project No. EGA161164

Exhibit "A-2"

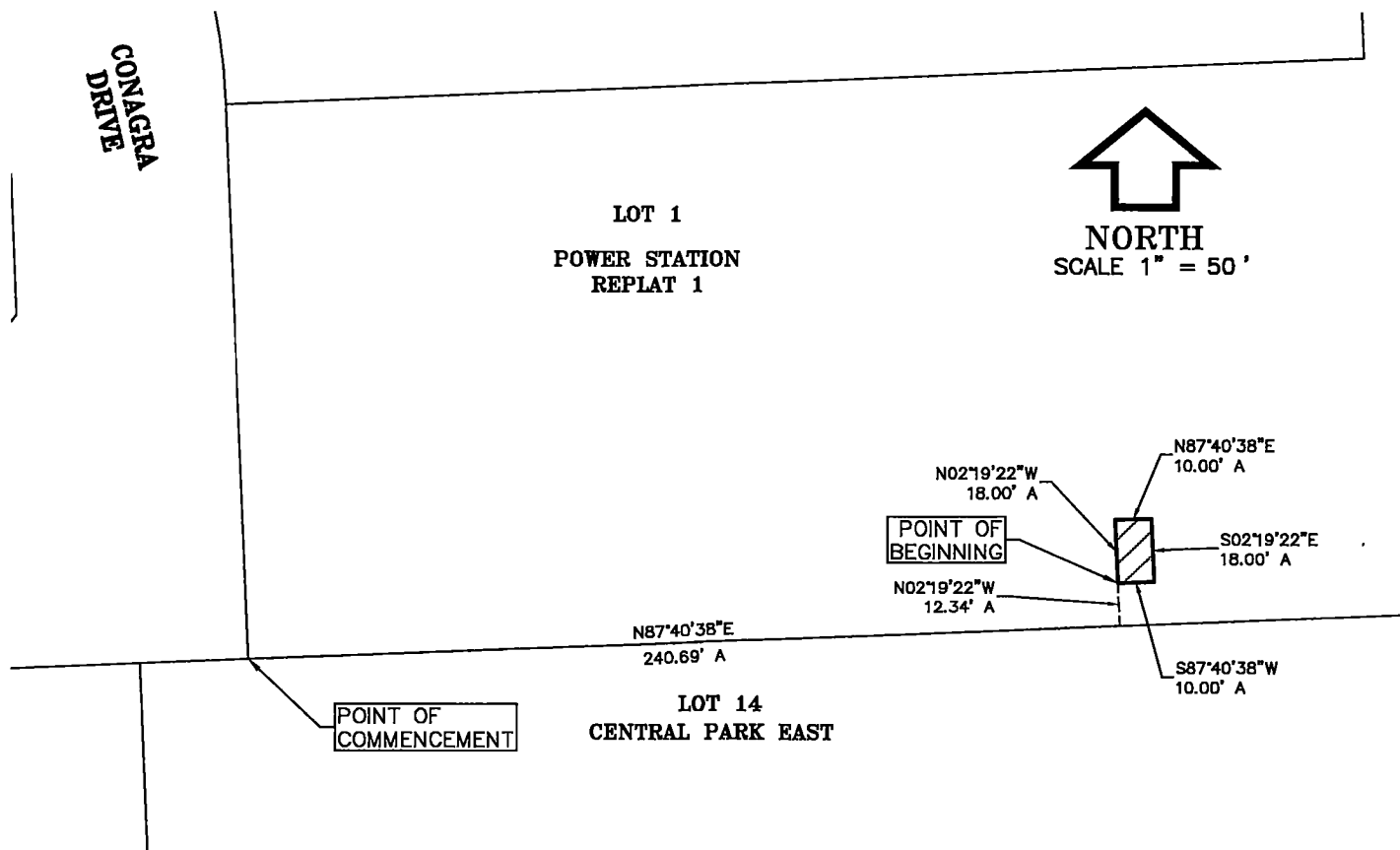
Date: 11/2/16

DESCRIPTION & SKETCH

LEGAL DESCRIPTION:

A PORTION OF LOT 1, POWER STATION REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER ON THE WESTERNMOST LINE OF SAID LOT 1; THENCE NORTH 87°40'38"EAST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 240.69 FEET; THENCE NORTH 02°19'22"WEST, A DISTANCE OF 12.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°19'22"WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 87°40'38"EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 02°19'22"EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 87°40'38"WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 180 SQUARE FEET, MORE OR LESS.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
 3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

Exhibit "B"

BMP Maintenance Requirements

Conagra Campus Building 11
 8th and Farnam Street, Omaha, NE 68102
 PCSMP OMA-20160920-3781-P
 EGA161164

Total Site Area: 12.38 Ac.
 Total Disturbed Area: 1.48 Ac.
 Total Undisturbed Area: 10.90 Ac.
 Impervious Area Before Construction: 50%
 Impervious Area After Construction: 59%

1. General BMP information:

BMP ID	BMP Type	BMP Model	Location (Northing)	Location (Easting)	Latitude/Longitude
BMP-1	Hydrodynamic Separator	First Defense FD-6	543857.54	2761765.46	41° 15' 11.90" N 95° 55' 22.66" W
BMP-2	EnviroHood	#5830AG0418	543962.36	2761599.22	41° 15' 13.02" N 95° 55' 24.81" W
BMP-3	Detention Pipes	N/A	543962.36	2761599.22	41° 15' 13.02" N 95° 55' 24.81" W

2. Maintenance Tasks and Schedules:

FIRST DEFENSE FD-6		
Task No.	Task Description	Frequency
1	After construction is complete, inspect the unit before putting it into service	N/A
2	Inspect the accumulation of oil and sediment	Every 6 Month For the First Year
3	Inspect the functionality of the unit and the accumulation of oil and sediment. If necessary complete maintenance per manufacturer's recommendation.	Annually

Exhibit “B”

ENVIROHOOD		
Task No.	Task Description	Frequency
1	After construction is complete, inspect the unit before putting it into service	N/A
2	Inspect the accumulation of oil and sediment	Every 6 Month For the First Year
3	Inspect the functionality of the unit and the accumulation of oil and sediment. If necessary complete maintenance per manufacturer's recommendation.	Annually

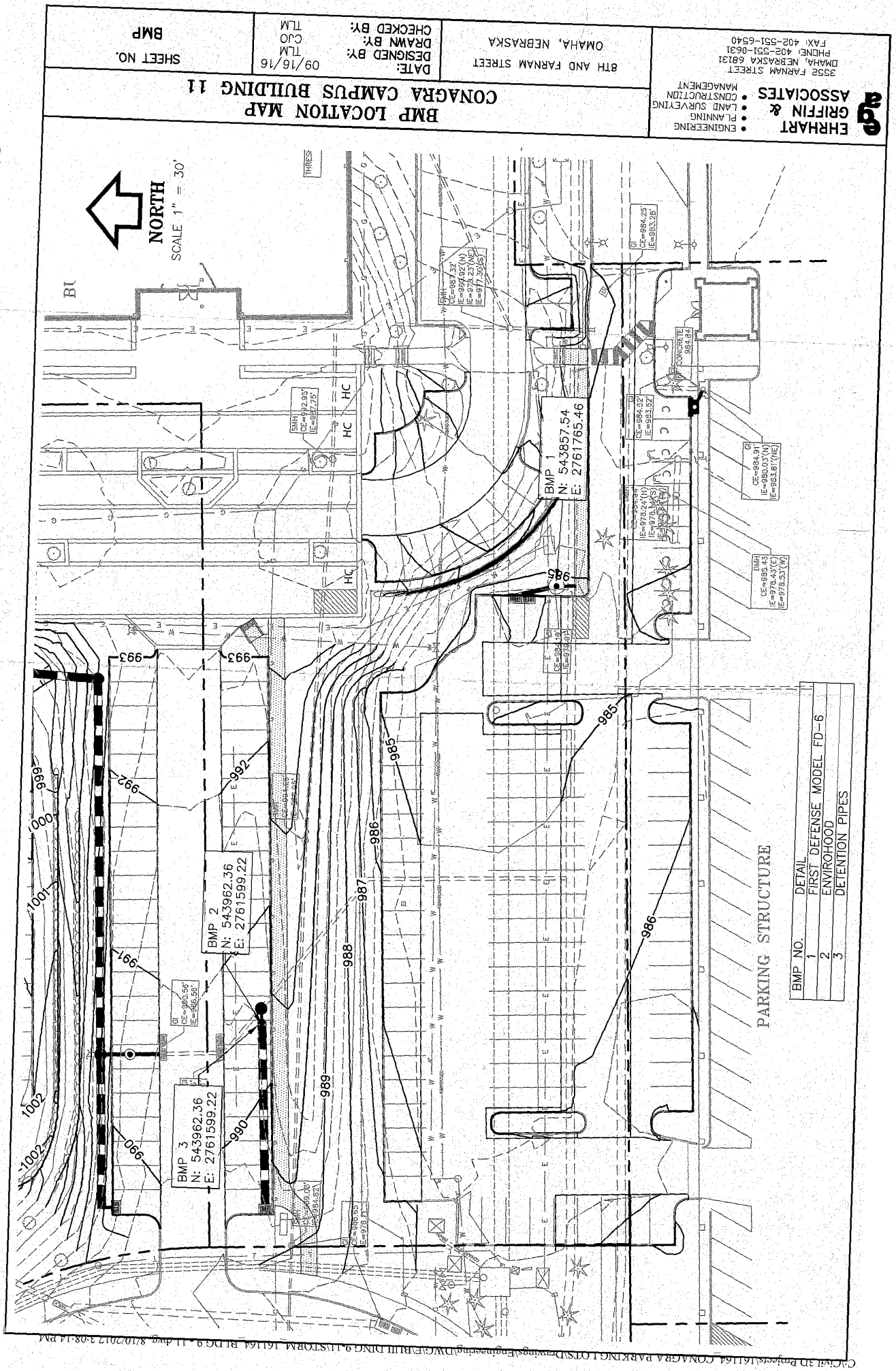
DETENTION PIPES		
Task No.	Task Description	Frequency
1	Inspect PIPES for sediment buildup. Clean out if sediment has an average depth of 3 inches.	Annually

3. Maintenance Inspection Reports:

Annual maintenance inspection reports shall be completed and made available, to the City of Omaha, upon request. The first report shall be completed one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date.

APPENDIX A

Water Quality Treatment BMP Locations



EHRHART & GRIFFIN ASSOCIATES
 ENGINEERING
 PLANNING
 LAND SURVEYING
 CONSTRUCTION
 MANAGEMENT

3535 FARNAM STREET
 OMAHA, NEBRASKA 68131
 PHONE: 402-551-0631
 FAX: 402-551-6540

8TH AND FARNAM STREET
 OMAHA, NEBRASKA

DATE: 09/16/16
 DESIGNED BY: TLM
 DRAWN BY: CJO
 CHECKED BY: TLM

SHEET NO. BMP

BMP NO.	DETAIL
1	FIRST DEFENSE MODEL FD-6
2	ENVIROHOOD
3	DETENTION PIPES

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