



MISC 2010071373



AUG 11 2010 15:34 P 8

Fee amount: 44.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/11/2010 15:34:50.00



2010071373

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, John A. Gondring recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Midland Scientific, Inc. located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, John A. Gondring is the owner (hereinafter referred to as "the Owner") of real property depicted on Exhibit "A", "A-1" and "A-2" (hereinafter referred to as "the Property"), and,

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, QPW51986-PCSMP, (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 shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The 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 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 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 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 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 Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.
6. The City of Omaha or its designee shall have the right to recover from the 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 negligence 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 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 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.
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

9. 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 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 negligence act of the City.
10. The 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.
11. 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Owner has executed this agreement this 10th day of August, 2010.

John A. Gondring

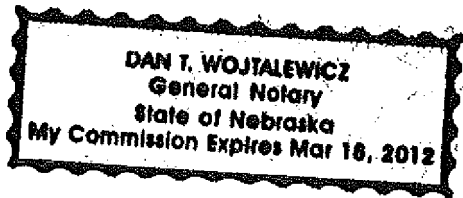


Signature

State of Nebraska)
)ss.
County of Douglas)

On this 10th day of Aug, 2010 before me, a Notary Public, in and for said County, personally came the above named: John A. Gondring 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 voluntary act and deed for the purpose therein stated.

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



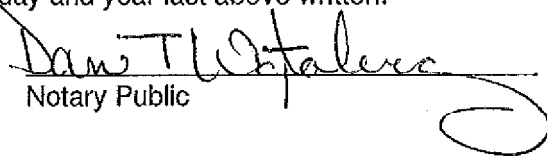

Notary Public

Exhibit "A"

PROJECT INFORMATION

Legal Description: Part of L0ts 1, 2, 3, 4, 5, 6, 7 and 8, Block 260, City of Omaha, a subdivision in Douglas County, Nebraska, together with south 1/2 of Vacated Pierce Street adjoining on the north, Vacated Alley in Block 260, Part of Vacated 11th Street and the north 1/2 of Vacated Alley adjoining on the south.

Property Address: 1202 S. 11th Street

Subdivision Name: City of Omaha

Section: 27-15-13

APPLICANT INFORMATION

Business Name: Midland Scientific, Inc.

Business Address: 1202 S. 11th Street

Representative's Name: John A. Gondring

Representative's Address: 9625 N. 29th Street
Omaha, NE 68112

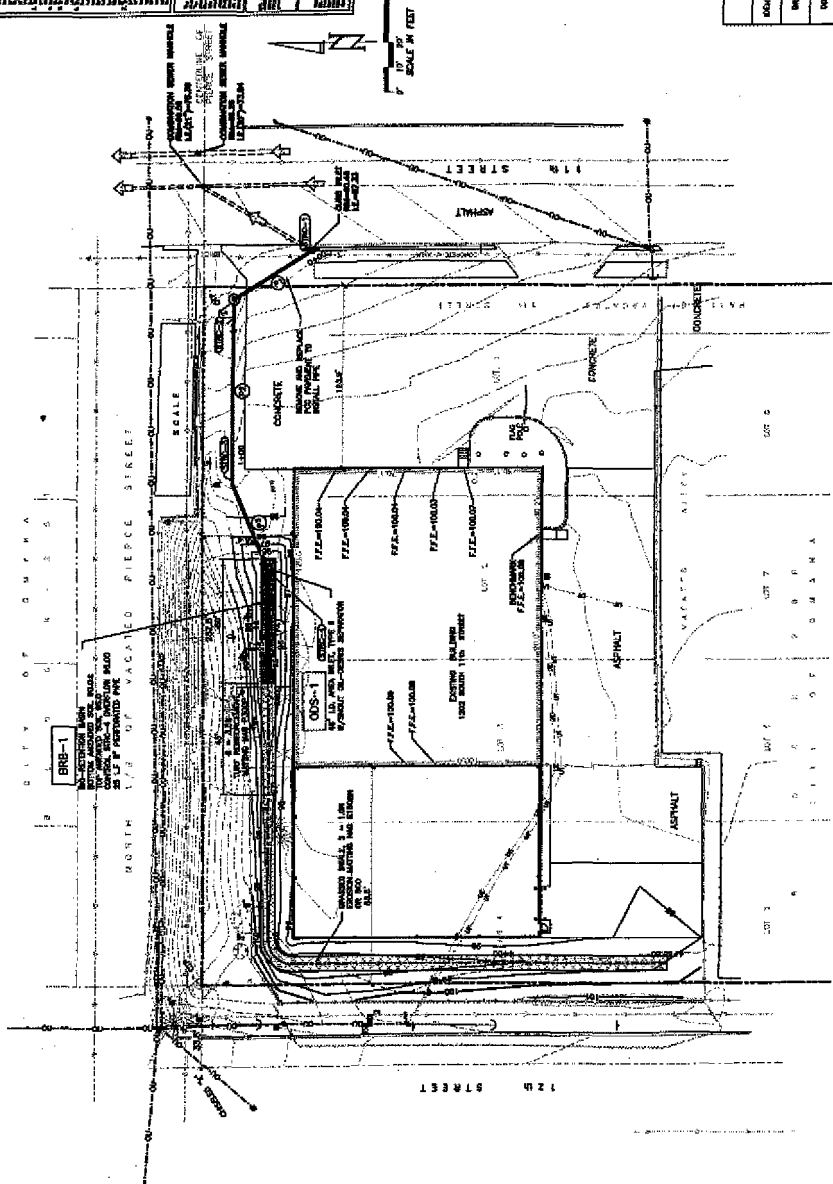
Representative's E-mail Address: gondring@cox.net

Representative's Phone Number: 402-453-7314

BMP INFORMATION

Name	Identifier	Nebraska State Plane Coordinate System (Feet)
Bio-Retention Basin	BRB-1	N541628, E2758538
Oil Debris Separator	ODS-1	N541628, E2758551

**MIDLAND SCIENTIFIC
1202 S. 11TH ST
OMAHA, NEBRASKA
OPW51986-PCSMP**



POST CONSTRUCTION STORMWATER MANAGEMENT PLAN PROJECT INFORMATION

PROJECT NAME: Midland Scientific Stormwater Management Plan
 PROJECT ADDRESS: 1202 S. 11th St, Omaha, NE 68102
 PROJECT OWNER: Midland Scientific, Inc.
 PROJECT ENGINEER: Thompson, Dreesen & Borne, Inc.
 PROJECT DATE: 10/15/2010

STORM DRAINS NOTES

1. ALL STORM DRAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OMAHA STORM DRAINAGE SPECIFICATIONS.
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BIO-RETENTION BASIN NOTES

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POST CONSTRUCTION BMP

ROW	DESCRIPTION	DATE	BY
1	POST CONSTRUCTION BMP	10/15/2010	JD
2	POST CONSTRUCTION BMP	10/15/2010	JD
3	POST CONSTRUCTION BMP	10/15/2010	JD
4	POST CONSTRUCTION BMP	10/15/2010	JD
5	POST CONSTRUCTION BMP	10/15/2010	JD
6	POST CONSTRUCTION BMP	10/15/2010	JD
7	POST CONSTRUCTION BMP	10/15/2010	JD
8	POST CONSTRUCTION BMP	10/15/2010	JD
9	POST CONSTRUCTION BMP	10/15/2010	JD
10	POST CONSTRUCTION BMP	10/15/2010	JD

CALL BEFORE YOU DIG

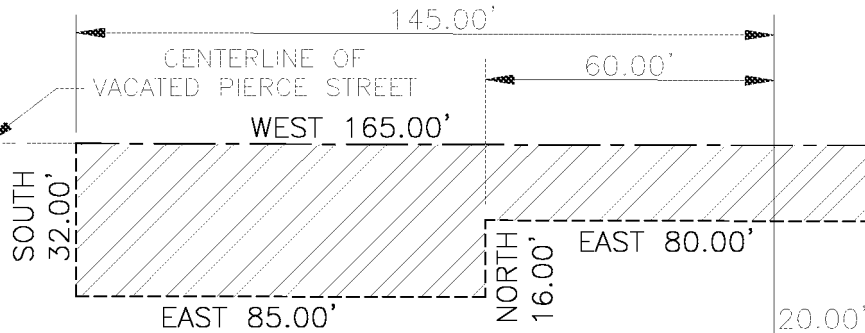
1-800-331-5666

344-3565

**MIDLAND SCIENTIFIC
OPW51986-PCSMP
SITE
SHEET C-3 OF 4
EXHIBIT "A-1"**

C I T Y O F O M A H A
B L O C K - 2 5 1

NORTH 1/2 OF VACATED PIERCE STREET



POINT OF BEGINNING

NORTH 16.00'

STREET

11th

PART OF VACATED 11th STREET

SOUTH 1/2 OF VACATED PIERCE STREET

LOT 3

LOT 2

LOT 1

B L O C K - 2 6 0
C I T Y O F O M A H A



SCALE:
1" = 40'

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF VACATED PIERCE STREET ADJOINING BLOCK 260, ORIGINAL CITY OF OMAHA IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED PIERCE STREET AND A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, SAID BLOCK 260;
 THENCE WEST (ASSUMED BEARING) 165.00 FEET ON THE CENTERLINE OF VACATED PIERCE STREET;
 THENCE SOUTH 32.00 FEET ON A LINE 145.00 FEET WEST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1;
 THENCE EAST 85.00 FEET ON A LINE 32.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF VACATED PIERCE STREET;
 THENCE NORTH 16.00 FEET ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1;
 THENCE EAST 80.00 FEET ON A LINE 16.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF VACATED PIERCE STREET;
 THENCE NORTH 16.00 FEET ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.

CONTAINING 4000 SQUARE FEET MORE OR LESS.

973162EX.dwg

TD² THOMPSON, DRESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT "A - 2"

DATE	06/04/2010
DRAWN BY	RJR
CHECKED BY	
REVISION	

TD2 NO. 973-162

Exhibit “B”

BMP Maintenance Plan

OPW51986-PCSMP

I. General BMP Information

BMP ID Name	Nebraska State Plane Coordinate System (Feet)
BRB-1	N541628, E2758538
ODS-1	N541628, E2758551

II. BMP Site Location Map (See Exhibit ‘A-1’)

III. Routine Maintenance Tasks and Schedule

BMP Type (Bio-retention Basin)	
Task	Schedule
Inspect for accumulation of trash, leaves and other debris and remove as required	Weekly During Mowing Season (March - October)
Inspect after rainfall events to determine if system is draining properly	After rainfall events of 1" per 24 hour period or greater
Remove weeds and maintain plantings	Monthly During Mowing Season (March-October)
Remove and Replace Amended Soil	As Needed (When evidence of plugging is apparent)

BMP Type (Oil Debris Separator)	
Task	Schedule
Inspect for accumulation of oil and floatable debris, remove as required	Monthly
Inspect for accumulation of settled solids	Monthly
Vacuum water and settled solids from bottom of unit	As Needed (Minimum of Annually in April)
Inspect trash hood for damage	Annually

- IV. In case the ownership of the property transfers, the current owner shall, within 30 working days of transfer of ownership, notify the Public Works Department of such ownership transfer. If the current owner fails to notify the Public Works Department of ownership transfer, the responsible party in this agreement will remain liable for all Post Construction Stormwater Management Plan costs and maintenance.

- V. 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.