



STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT

D019343

NO
IRES

WHEREAS, NuMark Golf LLC is the owner of Outlot A, Irongate Estates 3rd Addition, Lincoln, Lancaster County, Nebraska ("Property"); and

WHEREAS, NuMark Golf LLC shall be referred to hereinafter as the "Property Owner", and its administrators, executors, successors, heirs and assigns, shall hereinafter be referred to collectively as the "Successors"; and

WHEREAS, the City of Lincoln, Nebraska (hereinafter the "City") requires and the Property Owner agrees that the health, safety and welfare of the citizens of the City require that stormwater management facilities (hereinafter referred to as the "facilities") must be constructed and perpetually maintained on the Property.

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 Property Owner shall construct the facilities at its sole expense, in strict accordance with the HiMark Estates Drainage Plan attached as Exhibit A (the "Drainage Plan"), which has been reviewed and approved by the City.
2. The Property Owner and its Successors shall perpetually maintain, at their sole expense, the facilities in strict accordance with the Drainage Plan, which shall include all of the inspection and maintenance activity described in the Maintenance Form attached as Exhibit B. The Property Owner and its successors shall also comply with any requirements set forth in Lincoln Municipal Code, the City's Drainage Criteria Manual, and City's Design Standards.
3. The Property Owner and its Successors shall submit an annual maintenance report for the facilities in the form of Exhibit B to the City commencing one year from the date of this Agreement. Said report shall be sent to the City of Lincoln Watershed Management, 555 S. 10th Street, Suite 203, Lincoln, Nebraska 68508.
4. The Property Owner and its Successors hereby grant the City, its authorized agents and employees, permission to enter upon the Property and to inspect the facilities whenever the City deems necessary. The City shall provide the Property Owner copies of any inspection findings and a directive to commence repairs if necessary. If repairs to the facilities are necessary, the Property Owner must provide the City a written response within seven (7) calendar days addressing what actions will be taken to correct any deficiencies and providing a schedule of repairs within a reasonable timeframe. Whenever possible, the City will provide notice prior to entry.
5. The Property Owner and its Successors agree that should it fail to correct any defects in the facilities within a reasonable time frame agreed to in the response by the Property

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Owner for corrective actions, or shall fail to maintain the facilities in accordance with the attached Exhibit A and with the law and applicable executive regulations 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.

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 facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five (45) 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 the Agreement against the Property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery of the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facilities, and the City shall not be liable to any person for the condition or operation of the facilities.
8. The Property Owner and its Successors hereby indemnify and hold 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 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 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 therewith 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. The Agreement shall be recorded with the Register of Deeds of Lancaster County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner and its Successors, including any homeowners or business association or any other successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates as set forth below.

CITY OF LINCOLN, NEBRASKA,

By: *Miki Esposito*
Miki Esposito, Director
Public Works & Utilities

“PROPERTY OWNER”

NuMark Golf LLC
Kinsey Bauer

By: *Kinsey Bauer*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 7 day of May, 2018 by *Kinsey Bauer* dated.

[Signature]

Notary Public

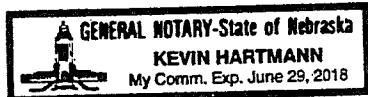
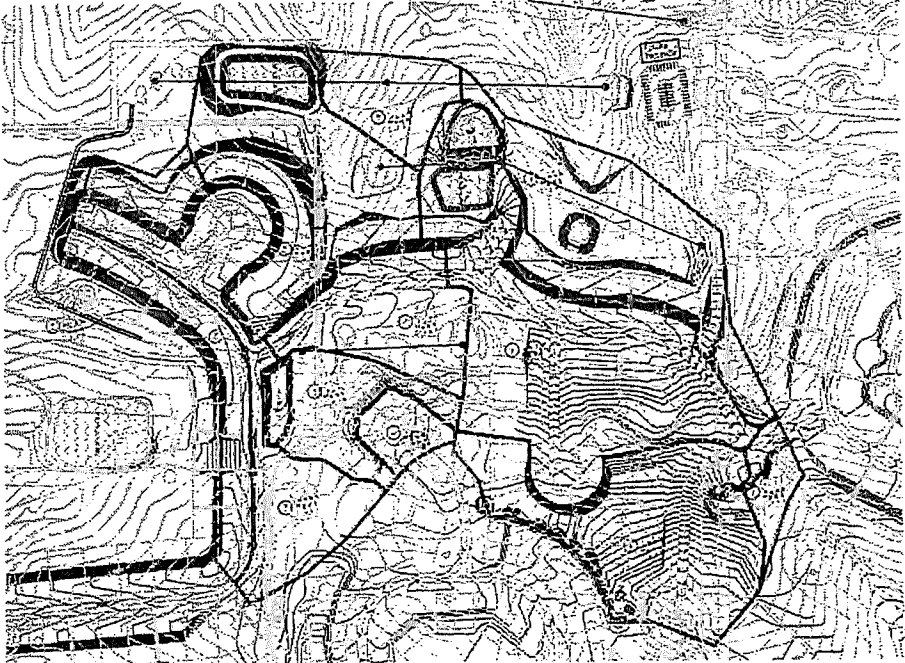


EXHIBIT A DRAINAGE PLAN



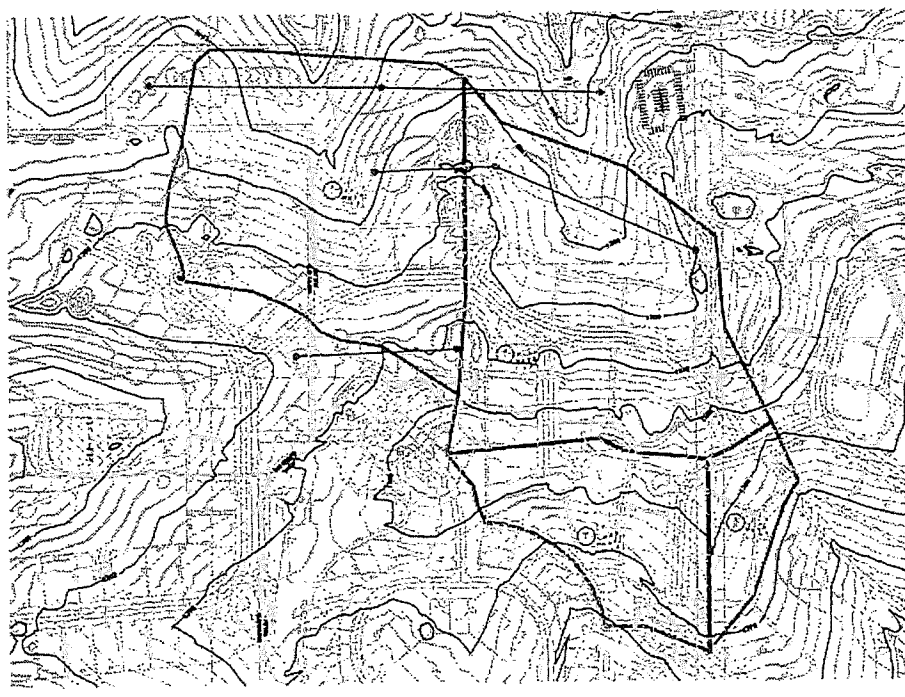
INDIANAPOLIS
 PROFESSIONAL
 ENGINEERING
 LICENSE NO. 12345
 DATE: 05/15/2018

SHEET NO. 2B OF 9
 PROJECT NO. 12345



PROPOSED DRAINAGE BASINS

Basin ID	Area (sq ft)	Perimeter (ft)	Flow Direction
1	150,000	1,200	North
2	200,000	1,500	South
3	180,000	1,400	West
4	220,000	1,600	East
5	100,000	800	South



EXISTING DRAINAGE BASINS

Basin ID	Area (sq ft)	Perimeter (ft)	Flow Direction
1	120,000	1,000	North
2	180,000	1,400	South
3	150,000	1,200	West
4	200,000	1,500	East
5	100,000	800	South

EXHIBIT B

Activity	Frequency	Owner	As Needed
- Control weeds, remove manually by hand or Mowing	(Frequent/ Seasonally)	Owner	As Needed
- Check inlets/outlet for clogging and repair needs. Remove to maintain flow of water (spring and fall)	Annual	Owner	As Needed (Infrequent)
- Check for built-up sediment, trash and debris accumulated in the inflow fore-bays. Remove when half full.	(Semi-annual the first year)	Owner	As Needed (Infrequent)
- Inspect side slopes for erosion and formation of rills or gullies and correct.		Owner	
- Replace vegetation as needed.		Owner	

Responsible Party/Qualified Inspector:

NuMark Golf LLC, Attn: Kinsey Bauer
 8901 Augusta Drive
 Lincoln NE 68526

* Annual inspection report to be submitted before or on the annual date of the revised final plat.



Maintenance Plan:
 Extended Detention Basin

CERTIFICATE

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss:
)
CITY OF LINCOLN)

I, Teresa J. Meier, City Clerk of the City of Lincoln, Nebraska, do certify that the above and foregoing is a true and correct copy of the Stormwater Management Plan Maintenance Agreement and Easement with NuMark Golf LLC, as approved by Directorial Order 19341 on May 23, 2018, as the original appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand officially & affixed the seal of the City of Lincoln, Nebraska, this 25th day of May, 2018.

Teresa J. Meier

City Clerk

