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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2017-24031

10/03/2017 4:28:00 PM

*Floyd J. Dowling*

REGISTER OF DEEDS



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN  
MAINTENANCE AGREEMENT AND EASEMENT**

**GRETNA ADMINISTRATION BUILDING EXPANSION**

*PT* Return To: Dr. Kevin Riley  
Superintendent  
Gretna Public Schools  
11717 South 216<sup>th</sup> Street  
Gretna NE 68028

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN**

A

## MAINTENANCE AGREEMENT AND EASEMENT

**WHEREAS**, Sarpy County School District #37, which is also commonly known as the Gretna School District (hereinafter referred to as "the Property Owner") recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Gretna Administration Building Expansion located in the jurisdiction of the City of Gretna, Sarpy 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,

**WHEREAS**, the City of Gretna (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agrees 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, Public Works Department project number PCSMP GRE-20160930-3758-P (hereinafter referred to as "the 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 and the City agree 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 or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", which is attached hereto as Exhibit "B", which has been reviewed and accepted by the City or its designee. The BMP Maintenance Requirements describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of those practices. The BMP Maintenance Requirements 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 and 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 or its designee.
4. The Property Owner and its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon

the Property 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 and its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the facilities in accordance with the attached BMP Maintenance requirements and with the law and applicable 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 acts during such entry upon the Property. 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 negligent 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 this 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 attorney fees shall be added to the recovery to the successful party.
6. 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.
7. The Property Owner and 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 and the City shall indemnify and hold harmless the Property Owner and its officials, officers, employees and agents from any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the Property Owner or its officials, officers, employees and agents due solely to the negligence of the City. Notwithstanding the foregoing, if any claims are made against

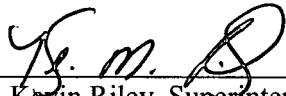
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both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claim against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection therewith if such allowed judgment or claim is due solely to the negligence of the Property Owner, and except to the extent of the negligence of the City.

- 8. 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.
- 9. In the event the Property Owner sells or conveys the property, the Property Owner shall be relieved of any further obligation due, except for liabilities that accrued prior to such sale or conveyance.
- 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 and its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

SARPY COUNTY SCHOOL DISTRICT NO. 37,  
commonly known as the Gretna School District, the  
Property Owner

DATED: 10-28-16

BY:   
Dr. Kevin Riley, Superintendent of  
Sarpy County School District No. 37

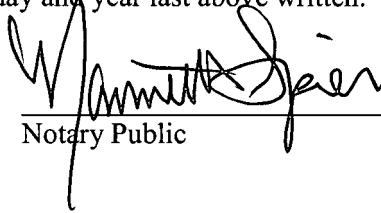
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ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 20<sup>th</sup> day of October, 2016, before me, a Notary Public, in and for said County, personally came the above named Kevin Riley, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution of this instrument to be his voluntary act and deed as the Superintendent for Sarpy County School District No. 37, for and on behalf of Sarpy County School District No. 37, and for the purposes therein stated.

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

  
\_\_\_\_\_  
Notary Public



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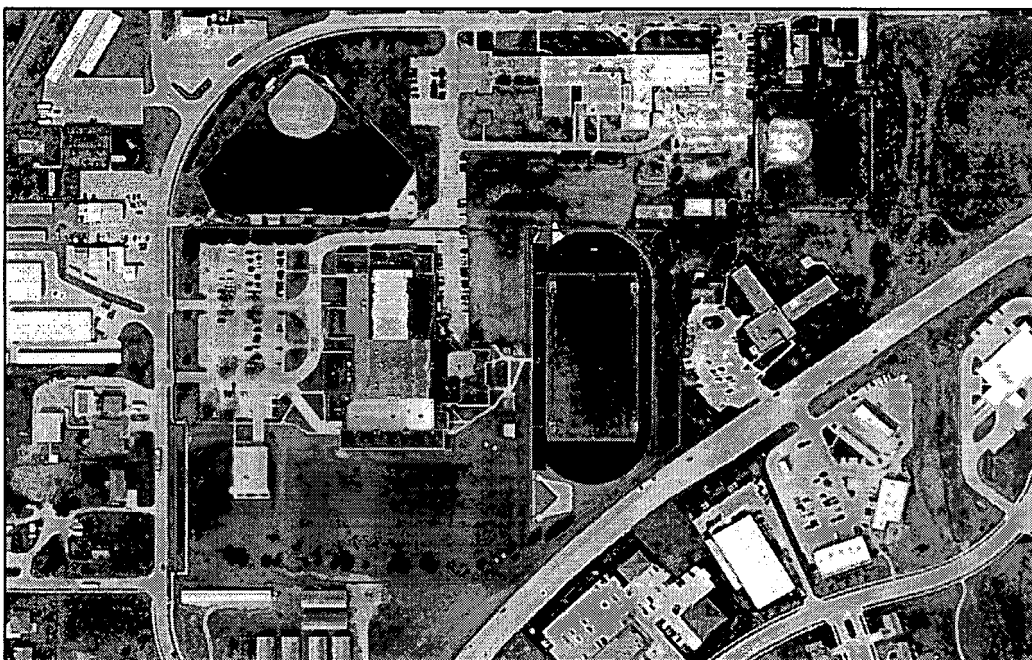
## Exhibit "A" Real Property Depiction

### PROJECT INFORMATION

Legal Description: TAX LOTS 6B2B & 18A1 36-14-10  
Property Address: 11717 S. 216<sup>th</sup> Street, Gretna, NE 68028  
Subdivision Name: N/A  
Section: SW 1/4 S36 - T14N R10E

### APPLICANT INFORMATION

Business Name: Gretna Public Schools  
Business Address: 11717 S. 216<sup>th</sup> Street, NE 68028  
Representative's Name: Dr. Kevin Riley, Superintendent  
Representative's Phone Number: 402.332.3265



PIN:	010766073	Property Address:	GRETNA	Owner:	SCHOOL DISTRICT 37
Approximate Acreage:	21.7102924			C/O:	
Tax District:	37001	Legal Description:	TAX LOTS 6B2B & 18A1	Mailing Address:	
Land Value:	0		36-14-10 (22.36 AC)		
Total Value:	0				GRETNA, NE 68028

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## Exhibit "B" BMP Maintenance Requirements

Name & Location

Project Name: Gretna Administration Building Expansion  
Addresses: 11717 S. 216<sup>th</sup> Street, NE 68028

PCSMP Permit #: GRE-20160930-3758-P

Site Data

Total Site Area: 22.36 Acres                      Total Disturbed Area: 1.70 Acres  
Total Undisturbed Area: 20.66 Acres            Impervious Area Before Construction: 33%  
Impervious Area after Construction: 36%

BMP Information

BMP ID	Type of BMP	Latitude/Longitude
BMP-1 (Bio-Ret Gard)	Bio-Retention Garden	N 495757.24 E 2972942.18
BMP-2 (Bio-Ret Gard)	Bio-Retention Garden	N 495919.10 E 2672913.45
BMP-3 (Det. Basin)	Extended Dry Detention Basin	N 495978.73 E 2672930.78

Bio-Retention Garden Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check and repair any eroded areas	Monthly
Re-mulch any void areas	Monthly
Check Vegetation and replace any damaged plant materials	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Re-seed grass swale or border	Annually
Apply new mulch	Annually
Pruning	Annually
Perform soil test and replace soil if needed	Annually
Repair broken pipes	As Needed
Remove sediment	As Needed
Replace Mulch	Every Three Years

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<b>BMP Type (Extended Dry Detention Basin)</b>	
<b>Task</b>	<b>Schedule</b>
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
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed
Remove accumulated sediment	As needed

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 Storm Water 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.



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