

COUNTER JB
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SUBMITTED THOMPSON, DREESSEN, & DORNER.

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2019-13328

2019 Jun 25 08:55:22 AM



County Clerk/Register of Deeds
Deb Houghtaling



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT
SAR-20180910-4711-P**

WHEREAS, Gretna HDI, L.L.C., recognizes that storm water management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Sherwin Williams** located in the jurisdiction of the Sarpy County, Nebraska; and,

WHEREAS, Gretna HDI, L.L.C., is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

WHEREAS, Sarpy County (hereinafter referred to as "the County") requires and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the County require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, **SAR-20180910-4711-P**, (hereinafter referred to as "PCSMP"), be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

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 County or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements", per attached Exhibit "B", which have been reviewed and accepted by the County 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 County.

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 County or its designee.
4. During construction of the facilities, the Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. The County shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The County 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 County shall provide notice prior to entry. The County shall indemnify and hold the Owner harmless from any damage by reason of the County's or its employees, contractors or agents 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 after 30 days' notice from Sarpy County to Owner, 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 County or its designee in its sole discretion, the County or its designee is authorized to enter the property to make all reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the County shall indemnify and hold the Owner harmless from any damage by reason of the County's or its employees, contractors or agents negligence during such entry upon the property.
6. The County or its designee shall have the right to recover from the Owner any and all reasonable costs the County 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 County. Failure to pay the County or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The County 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 County to maintain or repair the facility or facilities, and the County shall not be liable to any person for the condition or operation of the facility or facilities, unless caused by the County or its employees, contractors or agents.
8. The Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Owner unless caused by the County or its employees, contractors or agents. In the event a claim is asserted against the County, its authorized agents or employees, the County shall promptly notify the Owner and the Owner shall defend at its own expense any suit unless caused by the County or its employees, contractors or agents.

9. Based on such claim unless due solely to the negligence or wrongful act of the County in which event the County shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the County 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 County, 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 negligent or wrongful act of the County.
10. The Owner shall not in any way diminish, limit, or restrict the right of the County to enforce any of its ordinances as authorized by law.
11. 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 20 day of June, 2019.

Gretna HDI, L.L.C.
By Allison Real Estate, Inc., Member of Gretna HDI, L.L.C.

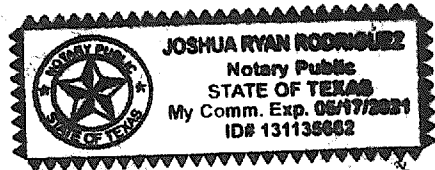
By: [Signature]

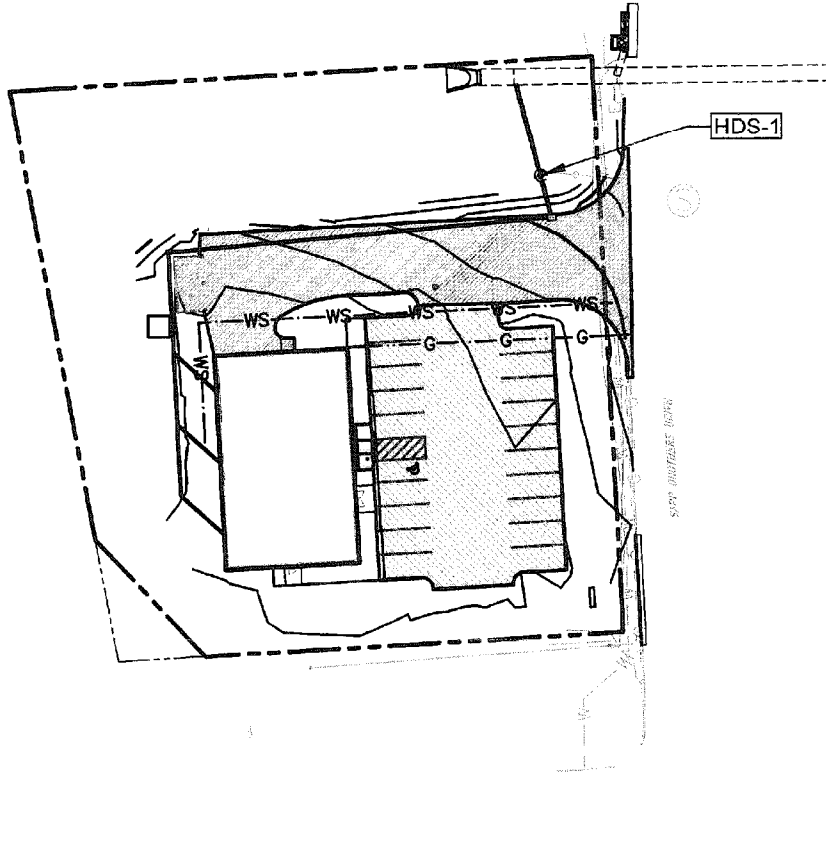
Ted Allison, President of Allison Real Estate Inc., Member of Gretna HDI, L.L.C.

State of Texas)
) ss
 County of Texas)

The foregoing agreement was acknowledged before me this 20th day of June, 2019 by Ted Allison, President of Allison Real Estate Inc., member of Gretna HDI, L.L.C. on behalf of said L.L.C.

[Signature]
 Notary Public





LEGAL DESCRIPTION

LEGAL DESCRIPTION PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ISSUED THROUGH TITLECORE NATIONAL, LLC
 FILE NUMBER 12462C-15,
 EFFECTIVE DATE: 12/9/15 AT 8:00 A.M.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 11, EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; THENCE S 89°40'00" W, 1200.32 FEET ALONG THE SOUTH LINE OF SAID SE1/4 TO INTERSECTION WITH THE FRONTAGE ROAD CENTERLINE; THENCE N 0°37'30" W, 87.60 FEET ALONG SAID CENTERLINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE S 89°27'30" W, 33.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S 89°27'30" W ALONG SAID NORTH RIGHT-OF-WAY LINE 190.0 FEET; THENCE N 8°02'30" W, 216.78 FEET; THENCE N 89°22'30" E, 217.99 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID FRONTAGE ROAD; THENCE S 0°37'30" W, 215.23 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING (TAX LOT 11); EXCEPT A TRACT OF LAND LOCATED IN TAX LOT 11 IN THE SE1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO A POINT WHERE THE WEST RIGHT-OF-WAY LINE OF SAPP BROTHERS DRIVE INTERSECTS THE NORTH EXISTING RIGHT-OF-WAY LINE OF HIGHWAY 370; THENCE WESTERLY A DISTANCE OF 157.46 FEET ALONG THE NORTHERLY HIGHWAY 370 RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE WESTERLY DEFLECTING 00°00'00" A DISTANCE OF 32.54 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 11; THENCE NORTHERLY DEFLECTING 82°29'26" RIGHT, A DISTANCE OF 46.26 FEET ALONG THE WEST LINE OF SAID TAX LOT 11; THENCE SOUTHEASTERLY DEFLECTING 147°26'01" RIGHT A DISTANCE OF 59.94 FEET TO THE POINT OF BEGINNING.
 CONTAINS 43,058 SQUARE FEET OR 0.988 ACRES AS FIELD MEASURED.



Job Number: 778-135
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 www.td2co.com

Date: 05-24-19
 Drawn By: BSD
 Reviewed By: DSD
 Revision Date: ..

EXHIBIT "A"

Exhibit "B"

**BMP Maintenance Plan
Sherwin Williams
Gretna HDI, L.L.C.**

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
HDS-1	See Exhibit 'A'	See Exhibit 'A'

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. Recommended Routine Maintenance Tasks and Schedule

Monthly

- Remove Manhole Cover and visually inspect upper chamber fiberglass insert weir and inlet for floatable objects capable of plugging the inlet to lower chamber. Remove and legally dispose of any debris present in the upper chamber.
- Open 6" Oil Inspection/Cleanout Pipe and visually inspect lower chamber water surface for oil sheen. Remove accumulation of free oil as needed. Free oil removal should be accomplished by a vacuum service provider and legally disposed.

Quarterly

- In addition to the Monthly tasks, inspect the lower chamber for sediment accumulation. Depth of sediment may be measured from the surface with a dipstick tube equipped with a ball check. Sediment should be removed from the lower chamber once the sediment depth reaches 8". Sediment removal should be accomplished by a vacuum service provider and legally disposed.

Yearly

- Sediment should be removed from the lower chamber once the sediment depth reaches 8" or once every three (3) years, whichever occurs first. Sediment removal should be performed by a vacuum service provider and legally disposed.

IV. Required Maintenance Inspection Reports.

The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner. The first report shall be prepared within 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. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional. Upon request of the County, the Owner shall provide copies of the annual maintenance inspection reports.