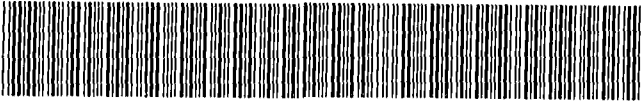


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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 5/13/2014 09:08:07.64



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RETURN TO: Traci Custard  
3552 Farnam St.  
Omaha, NE 68131  
 402-561-2313

CHECK NUMBER

\_\_\_\_\_

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

**WHEREAS**, Omaha Home for Boys recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Northstar Campus Design 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,

**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-20121101-711-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 20<sup>th</sup> day of June, 2013.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Omaha Home for Boys  
Name of Individual, Partnership and/or Corporation

Jeffrey R. Moran  
Name

President and CEO  
Title

Jeffrey R Moran  
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



Date: 2/5/2013

# DESCRIPTION & SKETCH

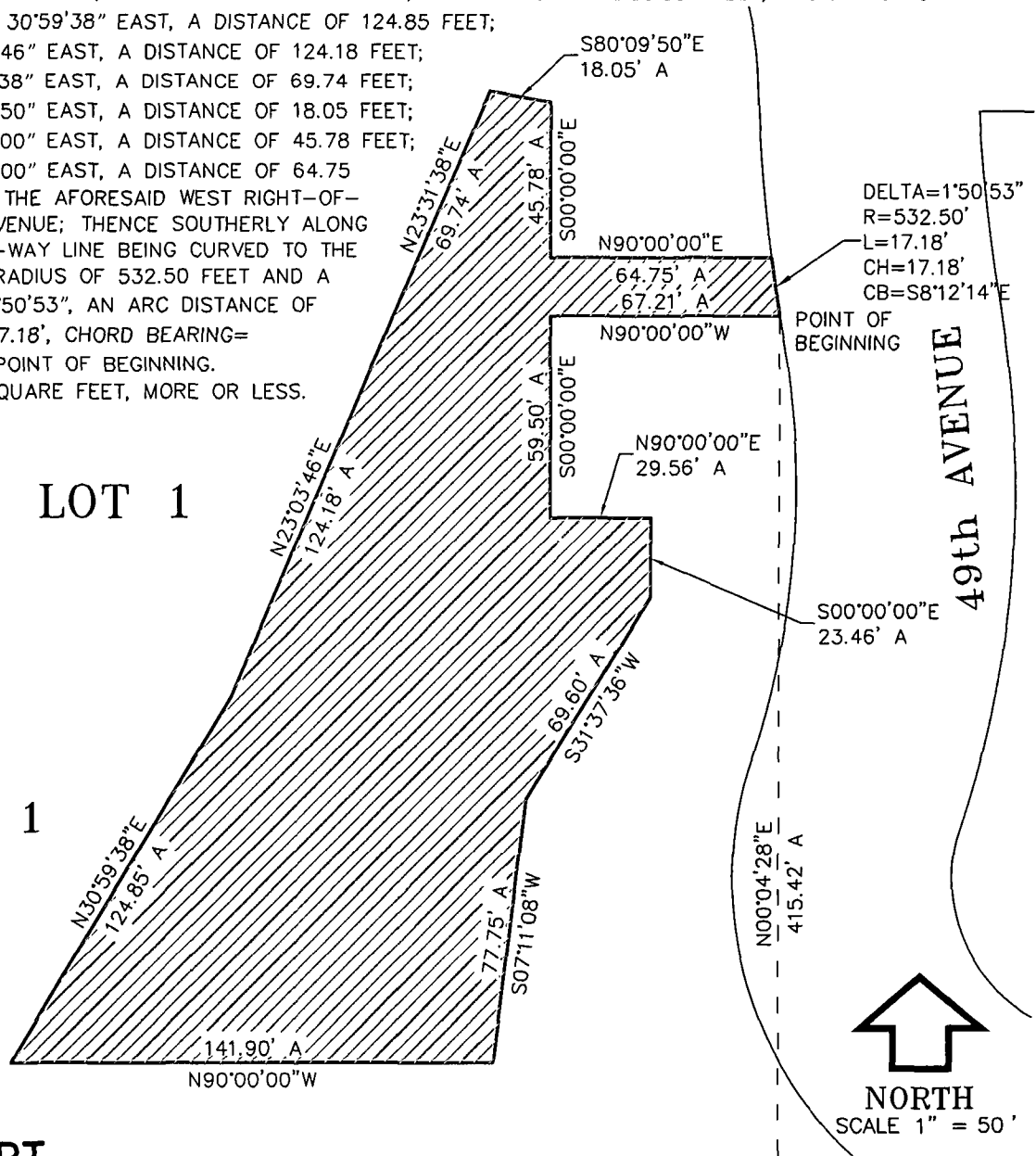
### LEGAL DESCRIPTION:

A PORTION OF LOT 1, OMAHA HOME FOR BOYS REPLAT 1 AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 49TH AVENUE (R/W VARIES) LYING 415.42 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 67.21 FEET; THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 59.50 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 29.56 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.46 FEET; THENCE SOUTH 31°37'36" WEST, A DISTANCE OF 69.60 FEET; THENCE SOUTH 07°11'08" WEST, A DISTANCE OF 77.75 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 141.90 FEET; THENCE NORTH 30°59'38" EAST, A DISTANCE OF 124.85 FEET; THENCE NORTH 23°03'46" EAST, A DISTANCE OF 124.18 FEET; THENCE NORTH 23°31'38" EAST, A DISTANCE OF 69.74 FEET; THENCE SOUTH 80°09'50" EAST, A DISTANCE OF 18.05 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 45.78 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 64.75 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF 49TH AVENUE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE BEING CURVED TO THE LEFT AND HAVING A RADIUS OF 532.50 FEET AND A CENTRAL ANGLE OF 1°50'53", AN ARC DISTANCE OF 17.18 FEET (CHORD=17.18', CHORD BEARING= S08°12'14"E) TO THE POINT OF BEGINNING. CONTAINING 25,097 SQUARE FEET, MORE OR LESS.

OMAHA HOME FOR BOYS REPLAT 1

LOT 1



**EHRHART  
GRIFFIN &  
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

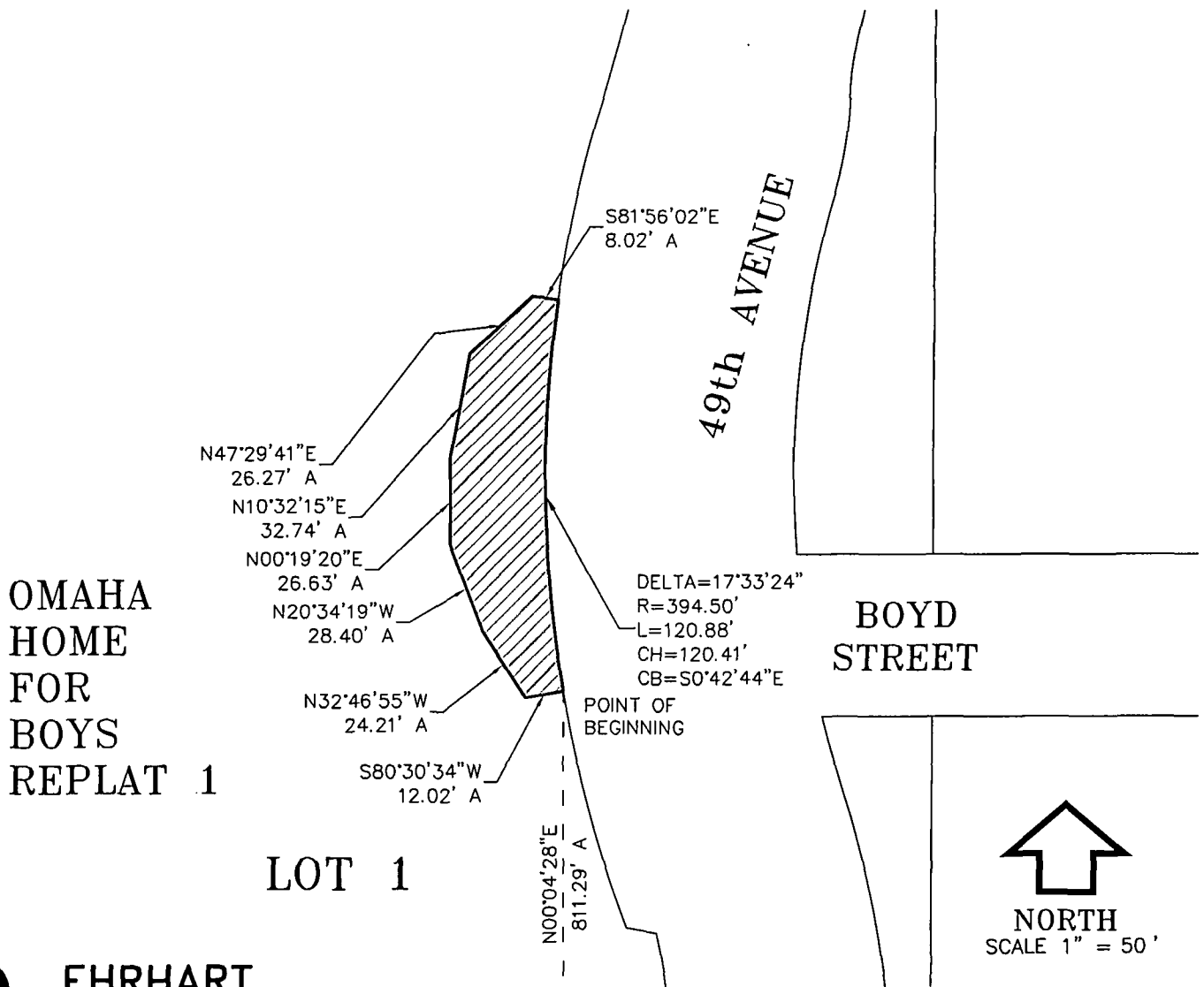
Date: 2/5/2013

# DESCRIPTION & SKETCH

## LEGAL DESCRIPTION:

A PORTION OF LOT 1, OMAHA HOME FOR BOYS REPLAT 1 AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 49 TH AVENUE (R/W VARIES) LYING 811.29 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 80°30'34" WEST, A DISTANCE OF 12.02 FEET; THENCE NORTH 32°46'55" WEST, A DISTANCE OF 24.21 FEET; THENCE NORTH 20°34'19" WEST, A DISTANCE OF 28.40 FEET; THENCE NORTH 00°19'20" EAST, A DISTANCE OF 26.63 FEET; THENCE NORTH 10°32'15" EAST, A DISTANCE OF 32.74 FEET; THENCE NORTH 47°29'41" EAST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 81°56'02" EAST, A DISTANCE OF 8.02 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF 49TH AVENUE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE BEING CURVED TO THE LEFT AND HAVING A RADIUS OF 394.50 FEET AND A CENTRAL ANGLE OF 17°33'24", AN ARC DISTANCE OF 120.88 FEET (CHORD=120.41', CHORD BEARING=S0°42'44"E) TO THE POINT OF BEGINNING. CONTAINING 2983 SQUARE FEET, MORE OR LESS.



OMAHA  
HOME  
FOR  
BOYS  
REPLAT 1

LOT 1



EHRHART  
GRIFFIN &  
ASSOCIATES

ENGINEERING

PLANNING

LAND SURVEYING

Date: 2/5/2013

# DESCRIPTION & SKETCH

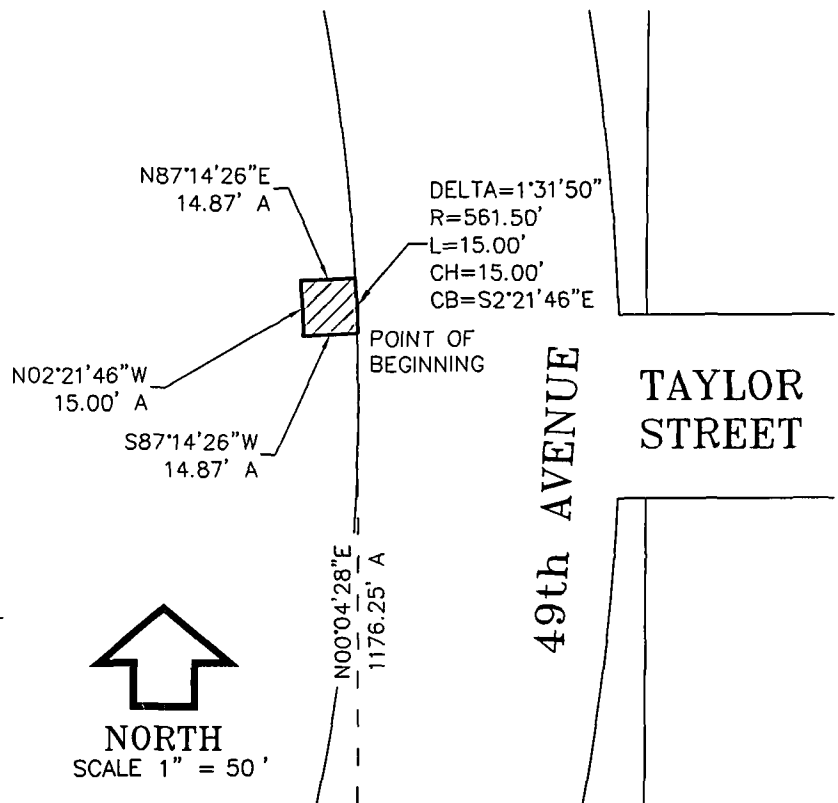
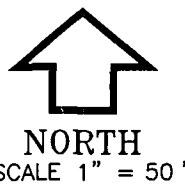
## LEGAL DESCRIPTION:

A PORTION OF LOT 1, OMAHA HOME FOR BOYS REPLAT 1 AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 49 TH AVENUE (R/W VARIES) LYING 1176.25 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 87°14'26" WEST, A DISTANCE OF 14.87 FEET; THENCE NORTH 02°21'46" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°14'26" EAST, A DISTANCE OF 14.87 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE OF 49TH AVENUE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE BEING CURVED TO THE LEFT AND HAVING A RADIUS OF 561.50 FEET AND A CENTRAL ANGLE OF 1°31'50", AN ARC DISTANCE OF 15.00 FEET (CHORD=15.00', CHORD BEARING=S02°21'46"E) TO THE POINT OF BEGINNING. CONTAINING 224 SQUARE FEET, MORE OR LESS.

OMAHA  
HOME  
FOR  
BOYS  
REPLAT 1

LOT 1



**ega**  
**EHRHART  
GRIFFIN &  
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING



Date: 2/5/2013

# DESCRIPTION & SKETCH

## LEGAL DESCRIPTION:

A PORTION OF LOT 1, OMAHA HOME FOR BOYS REPLAT 1 AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT LYING 980.89 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1 AND 227.26 FEET WEST OF THE EAST LINE OF OUT LOT "B" OF SAID OMAHA HOME FOR BOYS REPLAT 1; THENCE SOUTH 73°47'32" WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 16°12'28" WEST, A DISTANCE OF 48.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 83.00 FEET; THENCE SOUTH 16°12'28" EAST, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3984 SQUARE FEET, MORE OR LESS.

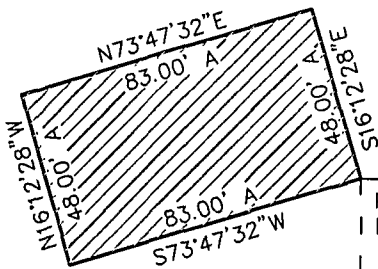
OMAHA  
HOME  
FOR  
BOYS  
REPLAT 1

LOT 1

TAYLOR  
STREET

49th AVENUE

OUT LOT "B"



N00°04'28"E  
980.89' A

POINT OF BEGINNING

227.26' A  
N89°39'02"W



SCALE 1" = 50'



EHRHART  
GRIFFIN &  
ASSOCIATES

ENGINEERING

PLANNING

LAND SURVEYING

## BMP Maintenance Requirements

Northstar Campus Design  
 North 49<sup>th</sup> Street and Ames Avenue, Omaha, NE 68104  
 PCSMP OMA-20121101-711-P  
 EGA111306

Total Site Area: 20 Ac.  
 Total Disturbed Area: 16.2 Ac.  
 Total Undisturbed Area: 3.8 Ac.  
 Impervious Area Before Construction: 0%  
 Impervious Area After Construction: 35%

### 1. General BMP information:

BMP ID	BMP Type	BMP Model	Location (Northing)	Location (Easting)	Latitude/Longitude
BMP-1	Not Used	-	-	-	-
BMP-2	Bio Retention Pond	N/A	558988.6	2742024.9	41° 17' 51.94" N 95° 59' 17.78" W
BMP-3	Bio Retention Pond	N/A	558525.8	2741982.3	41° 17' 47.39" N 95° 59' 18.62" W
BMP-4	Hydrodynamic Separator	STC-450i	559349.6	2742055.5	41° 17' 55.49" N 95° 59' 17.16" W
BMP-5	Stormtech Chambers	N/A	559175.6	2741927.7	41° 17' 53.83" N 95° 59' 18.94" W

### 2. Maintenance Tasks and Schedules:

BIO RETENTION POND		
Task No.	Task Description	Frequency
1	Inspect the bio retention cells after significant rainfalls. Remove trash, redistribute mulch and inspect vegetation.	After significant rainfalls greater than 1".
2	Inspect the bio retention cells to assess vegetation establishment. Prune excess plants if overgrowth occurs. Replace dead plants if necessary and remove invasive species.	Annually - during the fall.

3	Inspect and remove any sediment accumulation. Reshape eroded areas.	Every 6 months for first 3 years; annually in subsequent years.
---	--	---

<b>STORMCEPTOR</b>		
<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>
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

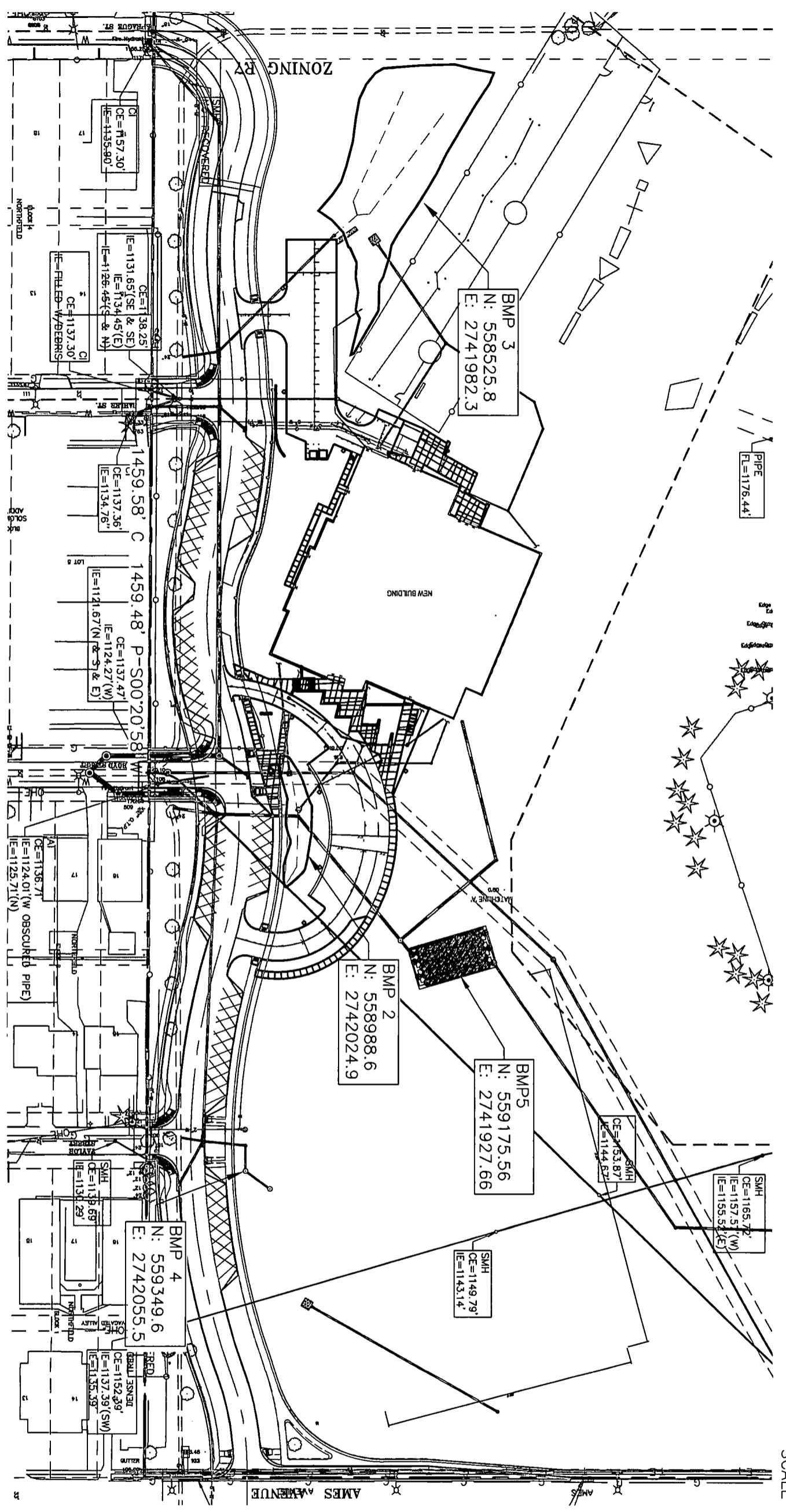
<b>STORMTECH UNDERGROUND CHAMBER</b>		
<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>
1	Inspect Chambers for sediment buildup. Clean out if sediment has an average depth of 3".	Annually

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**



**NORTH**  
 SCALE 1" = 100'

BMP NO.	DETAIL
1	NOT USED
2	BIO RETENTION CELL
3	BIO RETENTION CELL
4	STORMCEPTOR 450I
5	STORMTECH CHAMBERS

**EHRHART  
 GRIFFIN &  
 ASSOCIATES**

- ENGINEERING
- PLANNING
- LAND SURVEYING
- TRAFFIC ENGINEERING

3552 FARNAM STREET  
 OMAHA, NEBRASKA 68131  
 PHONE: 402-551-0631  
 FAX: 402-551-6540

**BMP LOCATION MAP  
 NORTHSTAR**

DATE: 01/31/13  
 DESIGNED BY: DJD  
 DRAWN BY: TJC  
 CHECKED BY: TLM

NORTH 49TH ST AND AMES AVE  
 OMAHA, NEBRASKA

SHEET NO.  
**BMP**