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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-14531

2016 Jun 21 12:09:48 PM

Sheryl J. Doudney

REGISTER OF DEEDS



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT
GRE 20150812-3185-P**

WHEREAS, Avenue G Property Holdings, L.L.C., recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **New Dental Clinic** located in the jurisdiction of the City of Gretna, Sarpy County, Nebraska; and,

WHEREAS, Avenue G Property Holdings, L.L.C., is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and Exhibit A1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Gretna (hereinafter referred to as "the City") 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 City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, **GRE 20150812-3185-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 City 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 City 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 or its designee.
4. During construction of the facilities, 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 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 the City to the 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 City or its designee in its sole discretion, the City 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 City shall indemnify and hold the Owner harmless from any damage by reason of the City's or its employees, contractors or agents negligence during such entry upon the property.
6. The City or its designee shall have the right to recover from the 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 the agreement. The City 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 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, unless caused by the City or its employees, contractors or agents.
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 unless caused by the City or its employees, contractors or agents. 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 unless caused by Sarpy County or its employees, contractors or agents.

9. Based on such claim unless due solely to the negligence or wrongful act 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 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 negligent or wrongful act of the City.
10. The 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.
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 17 day of June, 2016.

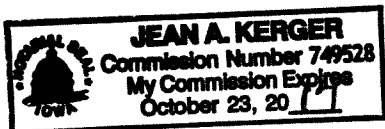
**Avenue G Property Holdings, L.L.C.,
An Iowa Limited Liability Company**

By: _____

Jean Kerger, Business Manager

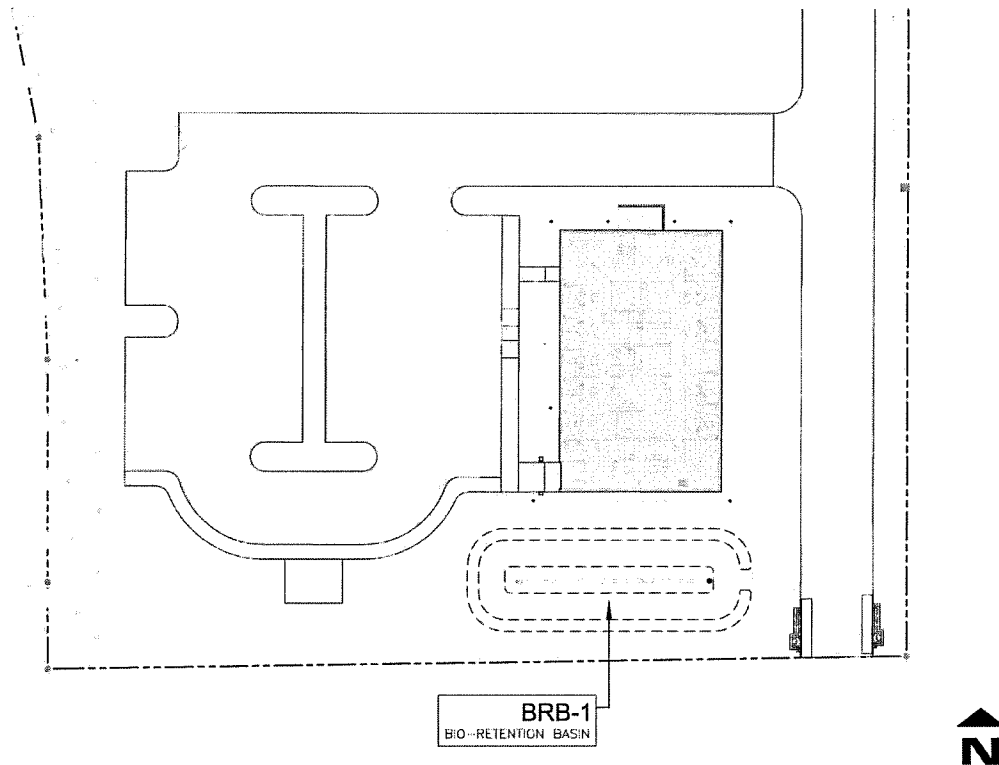
State of Iowa)
)ss.
County of Harrison)

The foregoing agreement was acknowledged before me this 17 day of June, 2016 by Jean Kerger, Business Manager of Avenue G Property Holdings, L.L.C., an Iowa Limited Liability Company on behalf of said Limited Liability Company.



Notary Public

EXHIBIT 'A'



PROJECT INFORMATION

Legal Description:

Lot 114, Plum Creek,
in Sarpy County, Nebraska

Property Address:

21645 Plum Creek Drive
Gretna, NE 68028

Subdivision Name:

Plum Creek

Section:

NE 2 - T13 - R10

APPLICANT INFORMATION

Business Name:

Avenue G Property Holdings, L.L.C.

Business Address:

214 East Erie Street
Missouri Valley, IA 51555

Representatives Name:

Jean Kerger

Representative's Email:

grover@qwestoffice.net

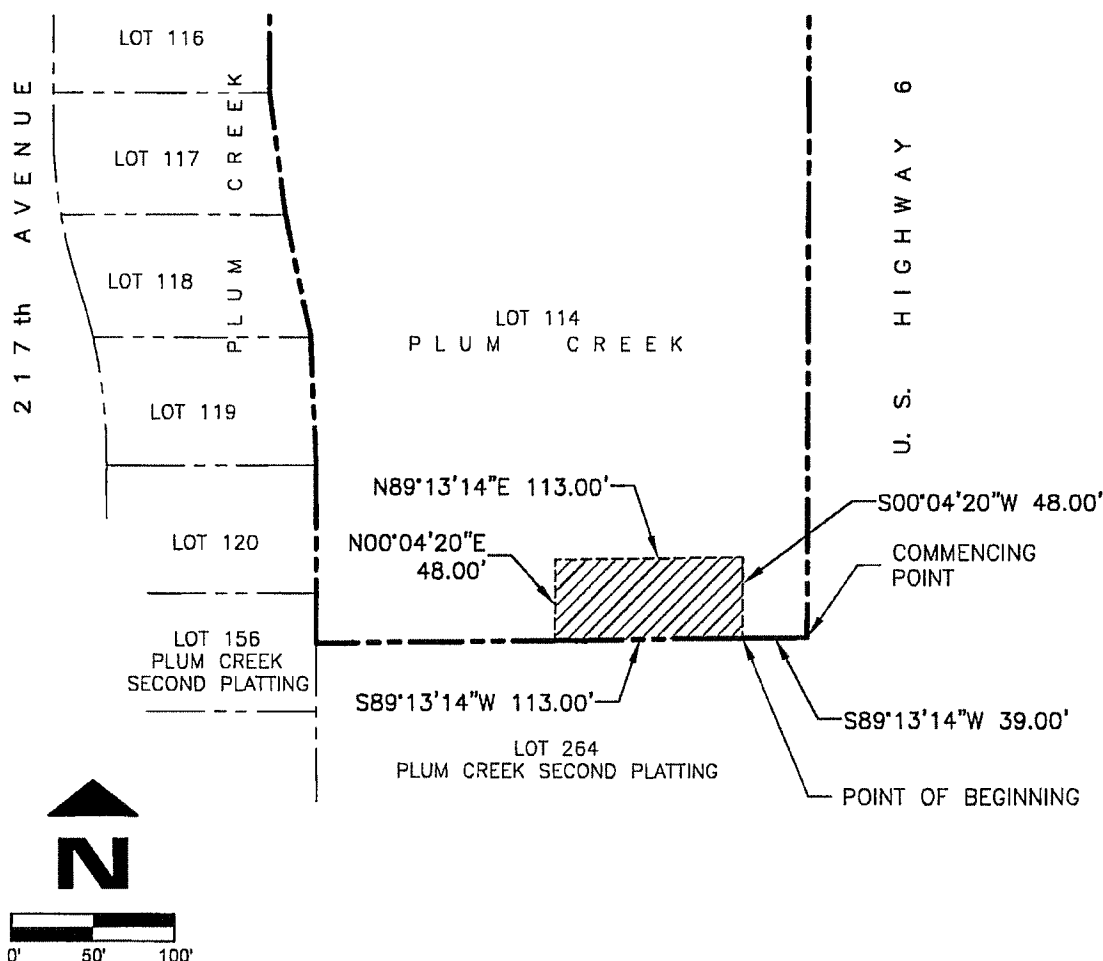
Representative's Phone:

(712) 592-9546

Representative's Fax:

BMP INFORMATION

Name	Identifier	Latitude/Longitude	State Plane Coords.
BRB-1	Bio-Retention Basin	N41.126219 ° W96.253742 °	548344.273 2894115.054



LEGAL DESCRIPTION

THAT PART OF LOT 114, PLUM CREEK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 114,

THENCE S89°13'14"W (ASSUMED BEARING) 39.00 FEET ON THE SOUTH LINE OF SAID LOT 114 TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°13'14"W 113.00 FEET ON THE SOUTH LINE OF SAID LOT 114;

THENCE N00°04'20"E 48.00 FEET,

THENCE N89°13'14"E 113.00 FEET;

THENCE S00°04'20"W 48.00 FEET TO THE POINT OF BEGINNING.



Job Number: 1349-158-EXA1
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: AUGUST 17, 2015
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A-1"

Book
Page

Exhibit "B"

BMP Maintenance Plan New Dental Clinic Lot 114, Plum Creek GRE 20150812-3185-P

I. GENERAL BMP INFORMATION

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

II. BMP SITE LOCATION MAP See Exhibit 'A'

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) (if applicable)

IV. 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 City, the Owner shall provide copies of the annual maintenance inspection reports.