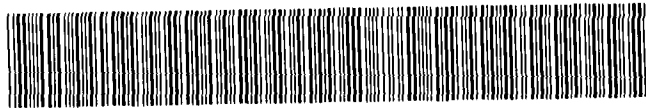



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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PAGE DOWN FOR BALANCE OF INSTRUMENT

Mel Friesen
Return To: Community Bible Church
9001 Q St.
Omaha NE 68127

Check Number

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Comm. Bible Church recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Community Bible Church 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 Community Bible Church (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, OPW52074 - PCSMP, (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 or intentional 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 or intentional 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 negligence or intentional 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 negligence or intentional 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 day of June 17, 2011.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

<u>Community Bible Church</u> Name of Individual, Partnership and/or Corporation
<u>Doyle D. Lester</u> Name
<u>Elder Board Chairman</u> Title
<u>Doyle D. Lester</u> Signature

<u>Community Bible Church</u> Name of Individual, Partnership and/or Corporation
<u>Melvin R. Friesen</u> Name
<u>Property Development Chv.</u> Title
<u>Melvin R. Friesen</u> Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

Nebraska)
State

Douglas)
County

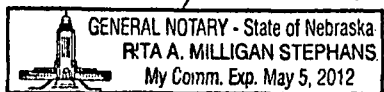
On this 17 day of June, 2011 before me, a Notary Public, in and for said County, personally came the above named:

Doyle A. Lester

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Rita A. Milligan-Stephans
Notary Public



Notary Seal

ACKNOWLEDGMENT

Nebraska)
State

Douglas)
County

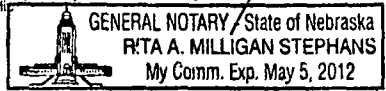
On this 17th day of June, 2011 before me, a Notary Public, in and for said County, personally came the above named:

Melvin R. Friesen

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his) her (their) voluntary act and deed for the purpose therein stated.

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

Rita A. Milligan-Stephans
Notary Public



Notary Seal

Exhibit "A"

Insert Real Property Depiction

See attached Final Plat

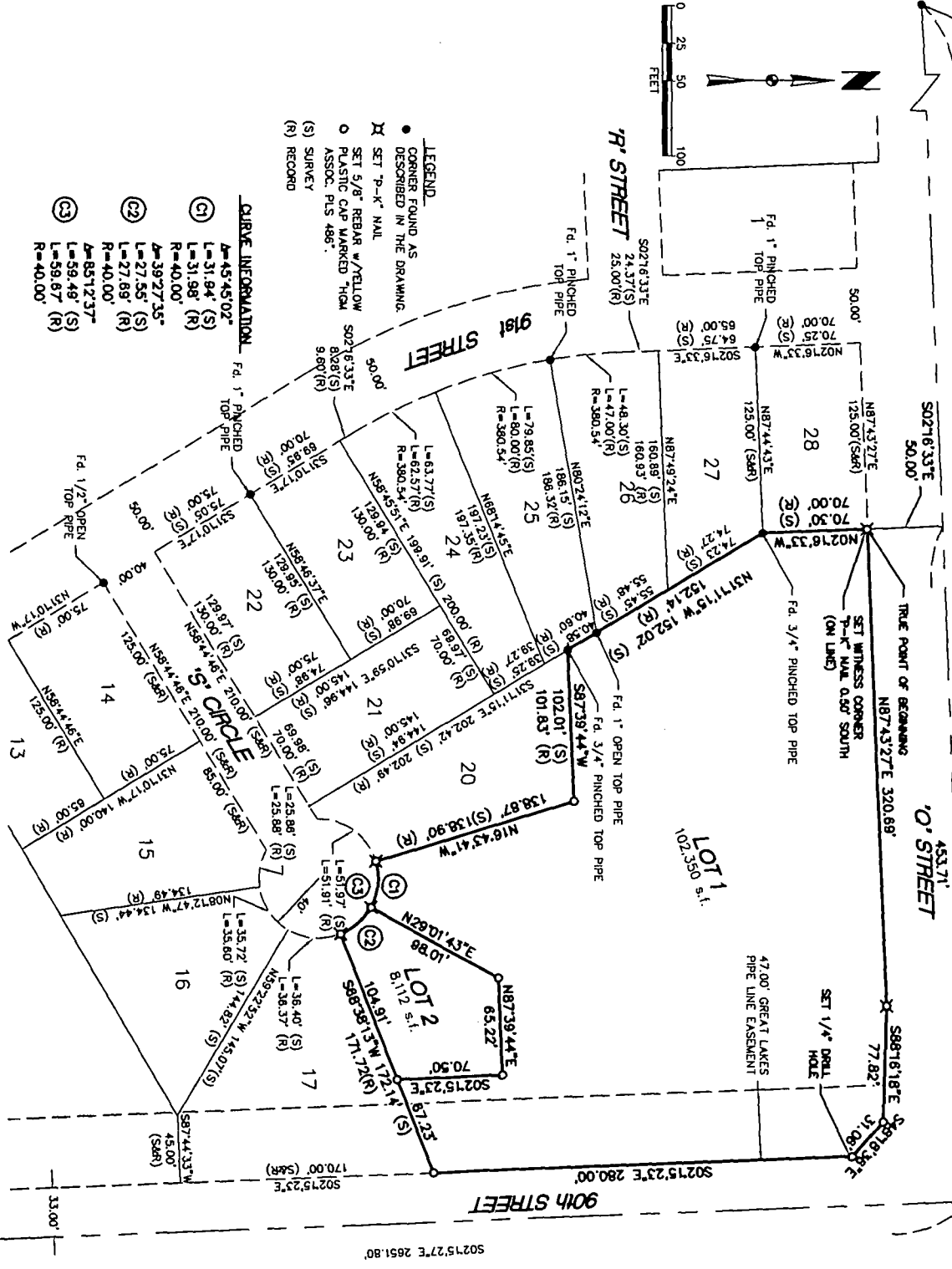
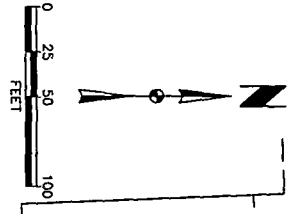
Bay Meadows Replat 9

Lot 1 only MRF

NW CORNER
SECTION 10-14-12
FD. BRASS CAP

S87°43'27"W 2637.86'

N 1/4 CORNER
SECTION 10-14-12
FD. BRASS CAP



- LEGEND**
- CORNER FOUND AS DESCRIBED IN THE DRAWING.
 - ✕ SET "P-K" NAIL
 - SET 5/8" REBAR w/YELLOW PLASTIC CAP MARKED "HGM ASSOC. PLS 486"
 - (S) SURVEY
 - (R) RECORD

- CURVE INFORMATION**
- Ⓐ-45°45'02" L=31.94' (S) R=40.00'
 - Ⓑ-31°38' (S) L=31.98' (R) R=40.00'
 - Ⓒ-39°27'35" L=27.55' (S) R=40.00'
 - Ⓓ-27°55' (S) L=27.89' (R) R=40.00'
 - Ⓔ-85°12'37" L=58.49' (S) L=58.67' (R) R=40.00'

CENTER
SECTION 10-14-12
BASED ON DODGE COUNTY
COORDINATE SYSTEM

702710
2 OF 2

BAY MEADOWS REPLAT 9
REPLAT LOTS 18, 19 AND 29, BLOCK 3, BAY MEADOWS 3rd PLATTING
COMMUNITY BIBLE CHURCH
9001 O STREET, OMAHA, NE 68127-3548
FINAL PLAT

FILED
FEB 11
2011

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omoio

I hereby certify that this is a true and correct copy of the original as filed in my office on this day of FEBRUARY 2011.

BAY MEADOWS REPLAT 9

LOTS 1 AND 2, BAY MEADOWS REPLAT 9, BEING A REPLATTING OF A PORTION OF LOT 29 AND ALL OF LOTS 18 AND 19, BLOCK 3, BAY MEADOWS 3rd PLATTING, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ALL IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th PRINCIPAL MERIDIAN.

NOTES:

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS _____ DAY OF _____

DOUGLAS COUNTY TREASURER _____

APPROVAL OF CITY ENGINEER OF OMAHA

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE COMPLIANCE WITH CHAPTER 53-8 OF THE OMAHA MUNICIPAL CODE.

CITY ENGINEER _____

DATE _____

I HEREBY APPROVE THIS PLAT OF BAY MEADOWS REPLAT 9 TO THE DESIGN STANDARDS

CITY ENGINEER _____

DATE _____

APPROVAL OF OMAHA PLANNING BOARD

THIS PLAT OF BAY MEADOWS REPLAT 9 WAS APPROVED BY THE OMAHA CITY PLANNING BOARD THIS _____ DAY OF _____

CHAIRMAN _____

APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF BAY MEADOWS REPLAT 9 IS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA, NEBRASKA THIS _____ DAY OF _____

PRESIDENT - CITY COUNCIL _____

CITY CLERK _____

MAYOR _____

LEGAL DESCRIPTION

LOTS 1 AND 2, BAY MEADOWS REPLAT 9, BEING A REPLAT OF A PORTION OF LOT 29 AND ALL OF LOTS 18 AND 19, BLOCK 3, BAY MEADOWS 3rd PLATTING, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ALL IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10, SOUTH 87 DEGREES 43 MINUTES 27 SECONDS WEST, 453.71 FEET, THENCE SOUTH 02 DEGREES 16 MINUTES 33 SECONDS EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF "G" STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 87 DEGREES 43 MINUTES 27 SECONDS EAST, 320.89 FEET; 2) SOUTH 88 DEGREES 16 MINUTES 18 SECONDS EAST, 77.82 FEET; 3) SOUTH 48 DEGREES 18 MINUTES 18 SECONDS WEST, 38 SECONDS EAST, 31.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 90th STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 15 MINUTES 23 SECONDS EAST, 280.00 FEET TO THE NORTHEAST CORNER OF LOT 17 IN SAID BLOCK 3, THENCE ALONG THE NORTH LINE OF SAID LOT 17, SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 172.14 FEET TO A POINT ON THE RIGHT-OF-WAY OF "S" CIRCLE, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE RIGHT-OF-WAY AND NORTHWESTERLY, ALONG SAID CURVE, THROUGH CENTRAL ANGLE OF 89 DEGREES 17 MINUTES 37 SECONDS, 59.43 FEET TO THE SOUTHWEST CORNER OF LOT 28 IN SAID BLOCK 3, THENCE ALONG THE EAST LINE OF SAID LOT 28, SOUTH 87 DEGREES 43 MINUTES 27 SECONDS WEST, 102.01 FEET TO A POINT ON THE EAST LINE OF LOT 28 IN SAID BLOCK 3, THENCE ALONG SAID EAST LINE AND ITS NORTHWESTERLY PROLONGATION, NORTH 31 DEGREES 11 MINUTES 15 SECONDS WEST, 152.07 FEET TO THE SOUTHEAST CORNER OF LOT 28 IN SAID BLOCK 3, THENCE ALONG THE EAST LINE OF SAID LOT 28, NORTH 02 DEGREES 16 MINUTES 33 SECONDS WEST, 70.30 FEET TO THE TRUE POINT OF BEGINNING.

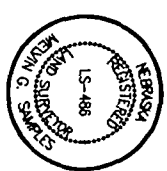
SAID BAY MEADOWS REPLAT 9 CONTAINS AN AREA OF 110,479 SQUARE FEET (2.536 ACRES), MORE OR LESS.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I MADE A GROUND SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS AS SHOWN HEREON HAVE BEEN PLACED AT ALL CORNERS AND ANGLE POINTS ON ALL LOTS AND THE BOUNDARY OF THE PLAT TO BE KNOWN AS BAY MEADOWS REPLAT 9 (LOTS 1 AND 2).

MELVIN G. SAUNDERS _____

DATE _____



OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED ARE OWNERS OF THE PROPERTY AS DESCRIBED IN THIS PLAT, AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

COMMUNITY BIBLE CHURCH, OWNER

MELVIN R. FRIESEN, ELDER BOARD CHAIRMAN _____

DATE _____

DOYLE LESTER, ELDER BOARD VICE CHAIRMAN _____

DATE _____

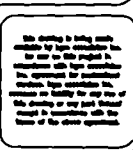
ACKNOWLEDGMENTS OF NOTARIES

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

ON THIS _____ DAY OF _____, BEFORE ME, A NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY DID APPEAR DOYLE LESTER, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT AS ELDER BOARD VICE CHAIRMAN OF COMMUNITY BIBLE CHURCH, AND ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND THE VOLUNTARY ACT AND DEED OF SAID CHURCH.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

ON THIS _____ DAY OF _____, BEFORE ME, A NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY DID APPEAR DOYLE LESTER, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT AS ELDER BOARD VICE CHAIRMAN OF COMMUNITY BIBLE CHURCH, AND ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER AND THE VOLUNTARY ACT AND DEED OF SAID CHURCH.



BAY MEADOWS REPLAT 9
REPLAT LOTS 18, 19 AND 29, BLOCK 3, BAY MEADOWS 3rd PLATTING
COMMUNITY BIBLE CHURCH
9001 Q STREET, OMAHA, NE 68127-3548
FINAL PLAT

Exhibit "B"
Maintenance Requirements

BMP INFORMATION		
BMP ID	TYPE OF BMP	LATITUDE/LONGITUDE
1	DRY DETENTION CELL	41.2047 N /96.0537 W
2	UNDERGROUND DETENTION CELL	41.2045 N /96.0527 W

DETENTION CELL # 1 MAINTENANCE TASKS AND SCHEDULE	
TASK	SCHEDULE
CHECK AND REMOVE TRASH AS NECESSARY	MONTHLY
CHECK SEDIMENT DEPTH IN THE ABOVE GROUND DETENTION CELL. WHEN SEDIMENT DEPTH EXCEEDS 6-INCHES CLEAN CELL.	MONTHLY
INLET/OUTLET INSPECTION AND CLEANOUT	MONTHLY
BANK MOWING AND INSPECTION/STABILIZATION OF ERODED AREAS	MONTHLY

DETENTION CELL # 2 MAINTENANCE TASKS AND SCHEDULE	
TASK	SCHEDULE
CHECK AND REMOVE TRASH AS NECESSARY FROM CURB INLET BOX AND MANHOLE	MONTHLY
WHEN SEDIMENT DEPTH EXCEEDS 4-INCHES CLEAN THE BOTTOM OF THE CURB INLET BOX AND MANHOLE	MONTHLY
CHECK SEDIMENT DEPTH IN THE 30"-DIA PIPE AND FLUSH PIPE TO CLEAN SEDIMENT	MONTHLY/YEARLY
CHECK 10-INCH DISCHARGE PIPE/FLUSH PIPE	MONTHLY/YEARLY
CHECK RESTRICTOR PLATE. CLEAN SEDIMENT FROM OPENING	MONTHLY