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Return To: MELVIN & FRIESEN

Community Bible Church

9001 Q SY.

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:

- 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.
- 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 Academy 20 //.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Community Best Church Name of Individual, Partnership and/or Corporation Doyle D. LESter Name Elder Board Chatamas Title Hoyle & Jutz Signature	Community Bible Church Name of Individual, Partnership and/or Corporation MELVIN R FRIESEN Name Property Dev. Chair Title Mellom R Friesen Signature
Name of Individual, Partnership and/or Corporation	Name of Individual, Partnership and/or Corporation
Name	Name
Title	Title
Signature	Signature

ACKNOWLEDGMENT

NEDTONEG State)	
Douglas County)	

On this 4th day of August 20 // before me, a Notary Public, in and for said County, personally came the above named: Doyle D. Lester,

Elder Board Chairman

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.

GENERAL NOTARY - State of Nebraska

RITA A. MILLIGAN STEPHANS My Conm. Exp. May 5, 2012

Notary Seal

ACKNOWLEDGMENT

State NEBROKA)
Dougles)
On this 1/2 day of lugust, 20 // before me, a Notary Public, in and for said County, personally came the above named: Melvin R. Friesch, Property Dev. Chair
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.

GENERAL NOTARY - State of Nebraska RYTA A. MILLIGAN STEPHANS My Comm. Exp. May 5, 2012

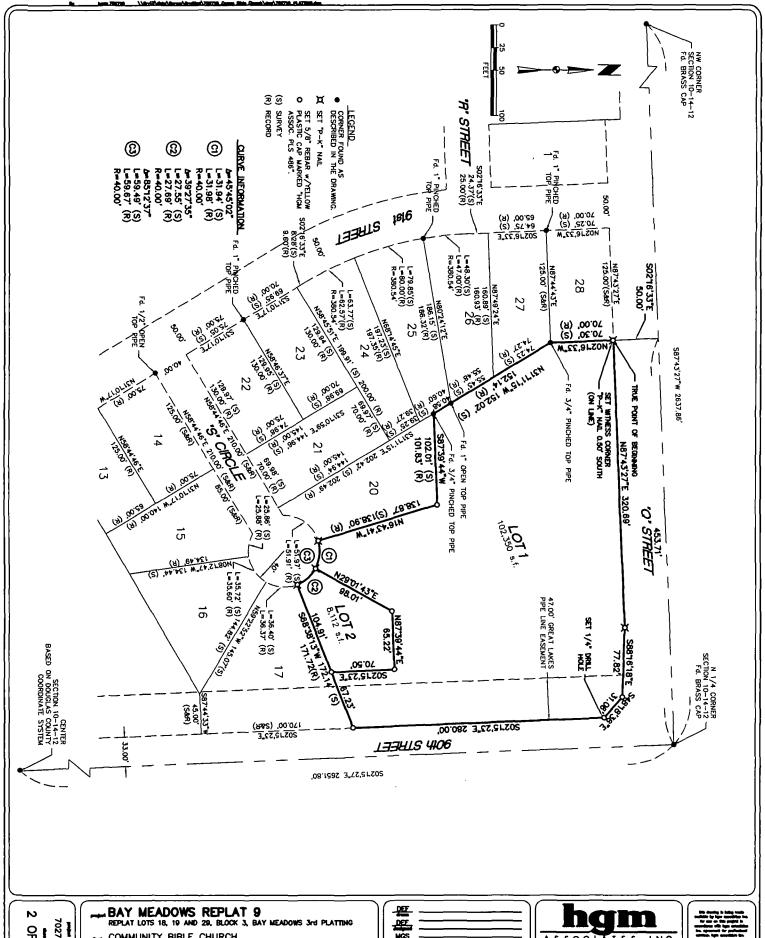
Notary Seal

Exhibit "A"

Insert Real Property Depiction

See attached: Final Plat Bay Meadows Replat 9

Lot 1



702710 OF 2

COMMUNITY BIBLE CHURCH 9001 Q STREET, OMAHA, NE 68127-3548 FINAL PLAT

电离场





A REPLATTING OF A PORTION OF LOT 29 AND ALL OF LOTS 18 AND 19, INSION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th PRINCIPAL MERIDIAN.

LEGAL DESCRIP	LOTS 1 AND 2, BAY MEADOWS REPLAT 9, BEING , BLOCK 3, BAY MEADOWS 3rd PLATTING, A SUBD NEBRASKA. ALL IN THE NORTHWEST QUARTER	BAY MEAL
	~ 8E	\]

NOTES:

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

COUNTY TREASURE'S CERTIFICATE

THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE ON 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 COMPUANCE WITH CHAPTER 53-8 OF THE OMAHA MUNICIPAL CODE.

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

CITY ENGINEER

CITY ENGNEER

APPROVAL OF OMAHA PLANNING BOARD

THIS PLAT OF BAY MEADOWS REPLAT 9 WAS APPROVED BY THE OMAHA

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 COUNCI

MAYOR

ary alek

MELVIN R. FRIESEN, ELDER BOARD CHAIRMAN

DATE

DOYLE LESTER, ELDER BOARD VICE CHAIRMAN

DATE

COUNTY OF DOUGLAS

ON THIS DAY OF BOAY OF WE AND TARY PUBLIC TO AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY DID APPEAR DOYLE LESTER, WHO IS PERSONALLY KNOWN TO ME TO BE THE DEVITICAL PERSON WHOSE NAME IS RETIZED TO THE FOREGONG INSTRUMENT AS ELDER BOARD VICE CHARMAN OF COMMUNITY BIBLE CHURCH, AND ACKNOWLEDGED THE SIGNING OF THE SLAKE TO BE HIS VOLUNTARY ACT AND DEED OF SAID CHURCH.

10TS 1 AND 2. BAY MEADOWS REPLAT 9. BEING A REPLAT OF A PORTION OF 10T 29 AND ALL OF 10TS 18 AND 19, BLOCK 3, BAY MEADOWS 3rd PLATING, A SUBPONSION AS SURVETED, PLATIED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ALL IN THE 10RHYMEST GUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMMENCING 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, 45.371 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 33 SECONDS EAST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF "0" STREET, SAID POINT EMPORT BEING THE REPORT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SECONDS EAST, 71.08 FEET; 3) SOUTH 48 DEGREES 16 MINUTES 27 SECONDS EAST, 31.08 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 50th STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE. SOUTH SECONDS EAST, 31.08 FEET TO A POINT ON THE RIGHT-OF-WAY LINE. SOUTH SECONDS EAST, 31.08 FEET TO A POINT ON THE RIGHT-OF-WAY LINE. SOUTH SECONDS EAST, 31.00 FEET TO THE SECONDS EAST, 31.00 FEET TO THE SECONDS EAST, 31.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE. OF "5" CRICLE. SAID POINT ENING ON A NON-TANGENT CARRE, CONCAVE SOUTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH SED GEGREES 38 MINUTES 37 SECONDS EAST, 30.00 FEET TO A POINT ON THE RIGHT-OF-WAY AND NORTH-MESTERLY ALONG SAID BLOCK 3; THENCE ALONG SAID BLOCK 3; THEN

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 MOMUNEDITS AS SHOWN HEREON HAVE BEEN PLACED AT ALL CONKERS AND ANGLE POINTS ON ALL LOTS AND THE BOUNDARY OF THE PLAT TO BE KNOWN AS BAY MEADOWS REPLAT 9 (LOTS I AND 2).

31 V

MELVIN G. SAMPLES

ACKNOWLEDGEMENTS OF NOTARIES

STATE OF NEBRASKA ×

COUNTY OF DOUGLAS

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

OWNER'S CERTIFICATION

COMMUNITY BIBLE CHURCH, OWNER

ON THIS DAY OF BEFORE ME, A NOTARY PUBLIC, DULTY 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 FOREGONIC INSTRUMENT AS ELDER BOARD WCE CHAIRMAN OF COMMUNITY BIBLE CHURCH, AND ACKNOMEDICED THE SCANEG 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

BAY MEADOWS REPLAT 9
REPLAT LOTS 18, 19 AND 29, BLOCK 3, BAY MEADOWS 3rd PLATTING

702710 우 2

COMMUNITY BIBLE CHURCH 9001 Q STREET, OMAHA, NE 68127-3548 FINAL PLAT



AUSTERN STERN F2−486





Maintenance Requirements

	BMP INFC	BMP INFORMATION
BMP ID	TYPE OF BMP	LATITUDE/LONGITIUDE
1	DRY DETENTION CELL	41 12' 16.87" N / 96 3' 13.40" W
7	DRY DETENTION CELL	41 12' 16.30" N / 96 3' 9.95" W

DETENTION CELL # 1 MAINENTANCE TASKS AND SCHEDULE	IND SCHEDULE
TASK	SCHEDULE
CHECK AND REMOVE TRASH AS NECESSARY	MONTHLY
CHECK SEDIMENT DEPTH IN THE ABOVE GROUND DETENTION CELL. WHEN SEDIMENT DEPTH EXCEEDS 4-INCHES CLEAN CELL.	MONTHLY
INLET/OUTLET INSPECTION AND CLEANOUT	MONTHLY
BANK MOWING AND INSPECTION/STABILIZATION OF ERODED AREAS	MONTHLY

DETENTION CELL # 2 MAINENTANCE TASKS AND SCHEDULE	IND SCHEDULE
TASK	SCHEDULE
CHECK AND REMOVE TRASH AS NECESSARY FROM CURB INLET	VILLENOVA
BOX AND MANHOLE	MONITER
WHEN SEDIMENT DEPTH EXCEEDS 4-INCHES CLEAN THE	HACAA
BOTTOM OF THE CURB INLET BOX AND MANHOLE	MONIBLE
CHECK SEDIMENT DEPTH IN THE 30"-DIA PIPE AND FLUSH PIPE	VIGATY/VIIITIAOM
TO CLEAN SEDIMENT	MONINET/TEAKET
CHECK 10-INCH DISCHARGE PIPE/FLUSH PIPE	MONTHLY/YEARLY
	VIUTINOM
CHECK RESTRICTOR PLATE. CLEAN SEDIMENT FROM OPENING	
* CHECK OUTLET PIPE IN 90TH ST ROW FOR EROSION WITHIN	
THE ROW. ALL EROSION SHALL BE FILLED AND AREA RE-	MONTHLY/YEARLY
SODDED.	
*CHECK SOUR STOP AT END OF OUTLET PIPE IN 90TH ST ROW.	N 10 0 LN/N III LI COO
REMOVE/REPLACE AS REQUIRED.	WICH THAT / TEAKET

* August 3, 2011 - AMENDED TO MAINTENANCE TASKS AND SCHEDULE

82.28	IMPERVIOUS AREA BEFORE CONSTRUCTION X
2.11	UNDISTURBED AREA (ACRES)
0.24	DISTURBED AREA (ACRES)
2.33	TOTAL SIE AREA (ACRES)
Z	SITE INFORMATION

SITE INFORMATION	Ĺ
LOLY RE YEV (VOEZ)	2.35
DISTURBED APEA (ACRES)	0.24
UNDISTURBED AREA (ACRES)	2.11
HAPERMOUS AREA BEFORE CONSTRUCTION X	68.2%
MADELLANDIS WEEV VALUE CONSIGNATION &	69.7X

SITE INFORMATION	_
LOLY 215 YEV (YORS)	2.35
DISTURBED AREA (ACRES)	0.24
UMDISTURBED AREA (ACRES)	2.11
IMPERMOUS AREA BEFORE CONSTRUCTION X	82 28

702710 C3.1

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN OPW 52074-PCSMP

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COMMUNITY BIBLE CHURCH PARKING LOT EXPANSION 90TH & Q ST, OMAHA, NE COMMUNITY BIBLE CHURCH

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN







POST CONSTRUCTION STORMWATER MANAGEMENT PLAN PROJECT INFORMATION

CMAHA

