

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2018-20420

08/29/2018 1:58:37 PM

*Lloyd J. Dowding*

REGISTER OF DEEDS

COUNTER	<u>    </u>	C.E.	<u>    </u>
VERIFY	<u>    </u>	D.E.	<u>    </u>
PROOF	<u>    </u>		<u>    </u>
FEE \$	<u>52.00</u>		
CHECK#	<u>    </u>		
CHG	<u>COL</u>	CASH	<u>    </u>
REFUND	<u>    </u>	CREDIT	<u>    </u>
SHORT	<u>    </u>	NCR	<u>    </u>



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2842  
402-593-5773

*John Kottmann  
City of La Vista  
8116 PARKVIEW BLVD.  
LA VISTA, NE 68128*

# POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

PCSMP No. 20170324-3736P

**WHEREAS**, La Vista City Centre, LLC, a Nebraska limited liability company (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at La Vista City Centre in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and their administrators, executors, successors, heirs, tenants 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, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, their 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 La Vista 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 La Vista 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 BMP Maintenance Requirements 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. Records shall be maintained for a period of three years.
3. The Property Owner, their administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at their sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, their administrators, executors, successors, heirs, tenants 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

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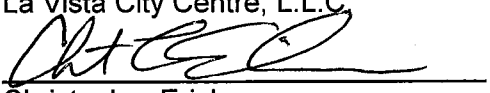
require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice 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, their administrators, executors, successors, heirs, tenants or assigns, agrees that should they 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 or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City 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.
6. The City or its designee shall have the right to recover from the Property 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 negligence or intentional 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 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.
7. The Property 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 otherwise agreed between City and Property Owner.
8. The Property Owner, their administrators, executors, successors, heirs, or assigns, hereby indemnify and hold 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 their 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 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.

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- 9. The Property 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.
- 10. 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 Property Owner, their administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner has executed this agreement.

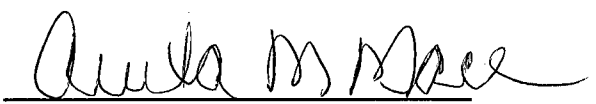
La Vista City Centre, L.L.C.  
  
 Christopher Erickson  
 Managing Member

Acknowledgement of Notary

State of Nebraska    )  
                                   ) ss  
 County of Sarpy     )

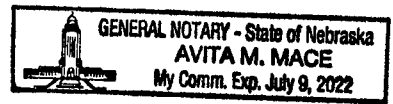
On the 6 day of August, 2018, before me, the undersigned Notary Public, duly commissioned and qualified in aforesaid county, personally appeared Christopher Erickson, known by me to be the identical person whose name is affixed to the dedication on this plat and acknowledged the execution thereof to be his/her voluntary act and deed .

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



Notary Public

Notary Seal



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## Exhibit "A"

### Insert Real Property Depiction

#### PROJECT INFORMATION

**Legal Description:**

Lots 5 through 15, Inclusive, and Outlot "C", La Vista City Centre as surveyed, platted and recorded in Sarpy County, Nebraska;

**Together with:**

Lots 1 and 2, La Vista City Centre Replat 1 as surveyed, platted and recorded in Sarpy County, Nebraska;

**Together with:**

Lot 1, La Vista City Centre Replat 2 as surveyed, platted and recorded in Sarpy County, Nebraska

**Property Address:** 84th Street & Brentwood Drive; La Vista, NE 68128

**Subdivision Name:** La Vista City Centre

**Section-Township-Range:** Section 14, Township 14 North, Range 12 East

#### APPLICANT INFORMATION

**Business Name:** La Vista City Centre, LLC

**Business Address:** PO Box 428

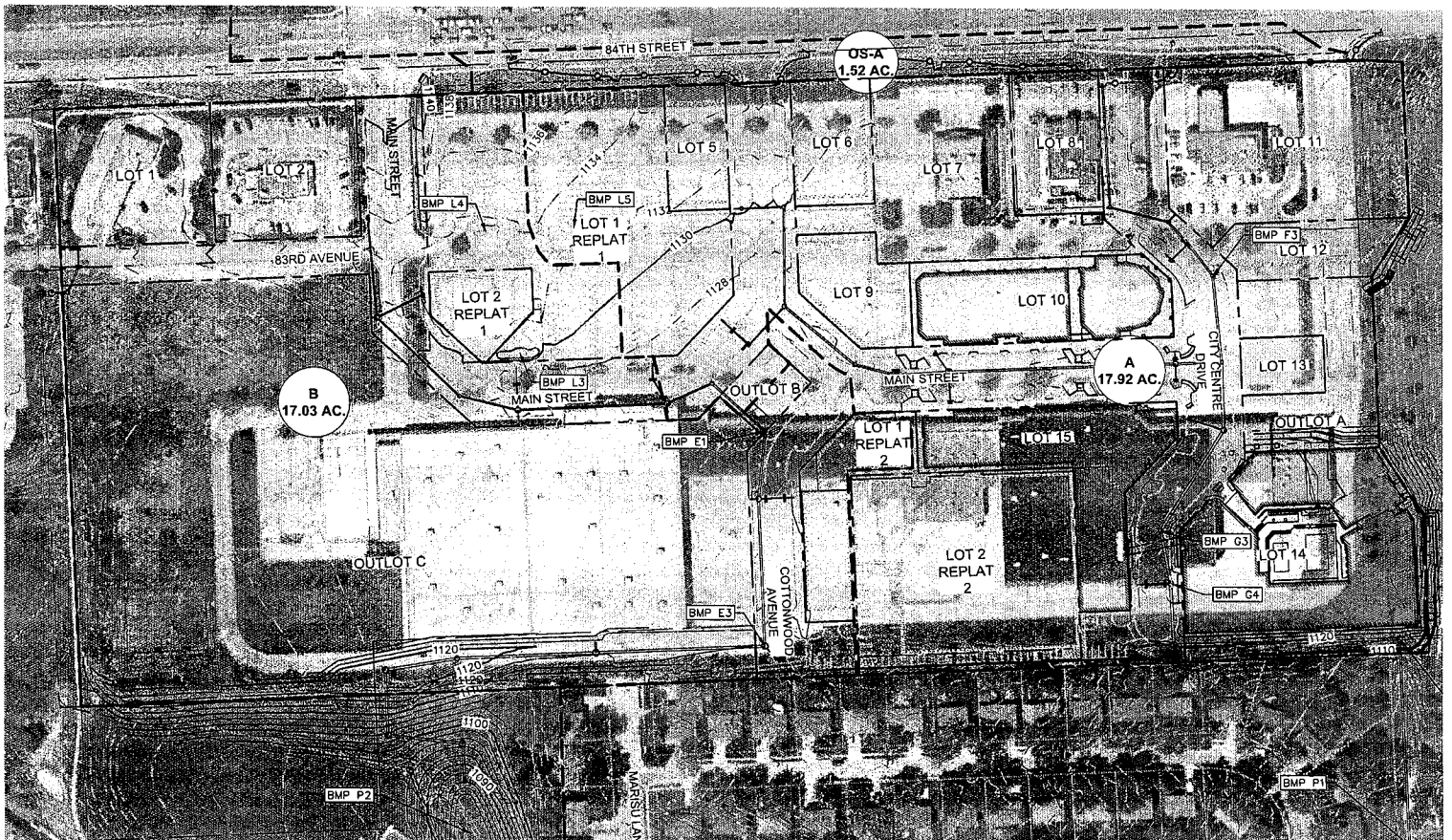
Boys Town, NE 68010

**Representative's Name:** Christopher Erickson

**Representative's Email Address:** cerickson@city-ventures.com

**Representative's Phone Number:** 402.902.8669

**Representative's Fax Number:** N/A



## Exhibit "B" Insert BMP Maintenance Requirements

**Name & Location**

Project Name: La Vista City Centre  
 Address: 84<sup>th</sup> St & Main St  
 PCWP Project Number: LAV-20160831-3736-GP1  
 PCSMP Project Number: LAV-20170324-3736-P

**Site Data**

Total Site Area: 34.95 Ac  
 Total Disturbed Area: 34.95 Ac  
 Total Undisturbed Area: 0 Ac  
 Impervious Area Before Construction: 29.71 Ac  
 Impervious Area After Construction: 30.00 Ac

**BMP Information**

BMP ID	TYPE OF BMP	Northing/Easting
L3	Bioretention Pond	N: 515765.8135 E: 2730419.1904
L4	Bioretention Pond	N: 515717.8428 E: 2730247.6394
L5	Bioretention Pond	N: 515837.7357 E: 2730242.5709

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## Routine Maintenance and Tasks Schedule

### Bioretention Pond Maintenance Tasks and Schedules

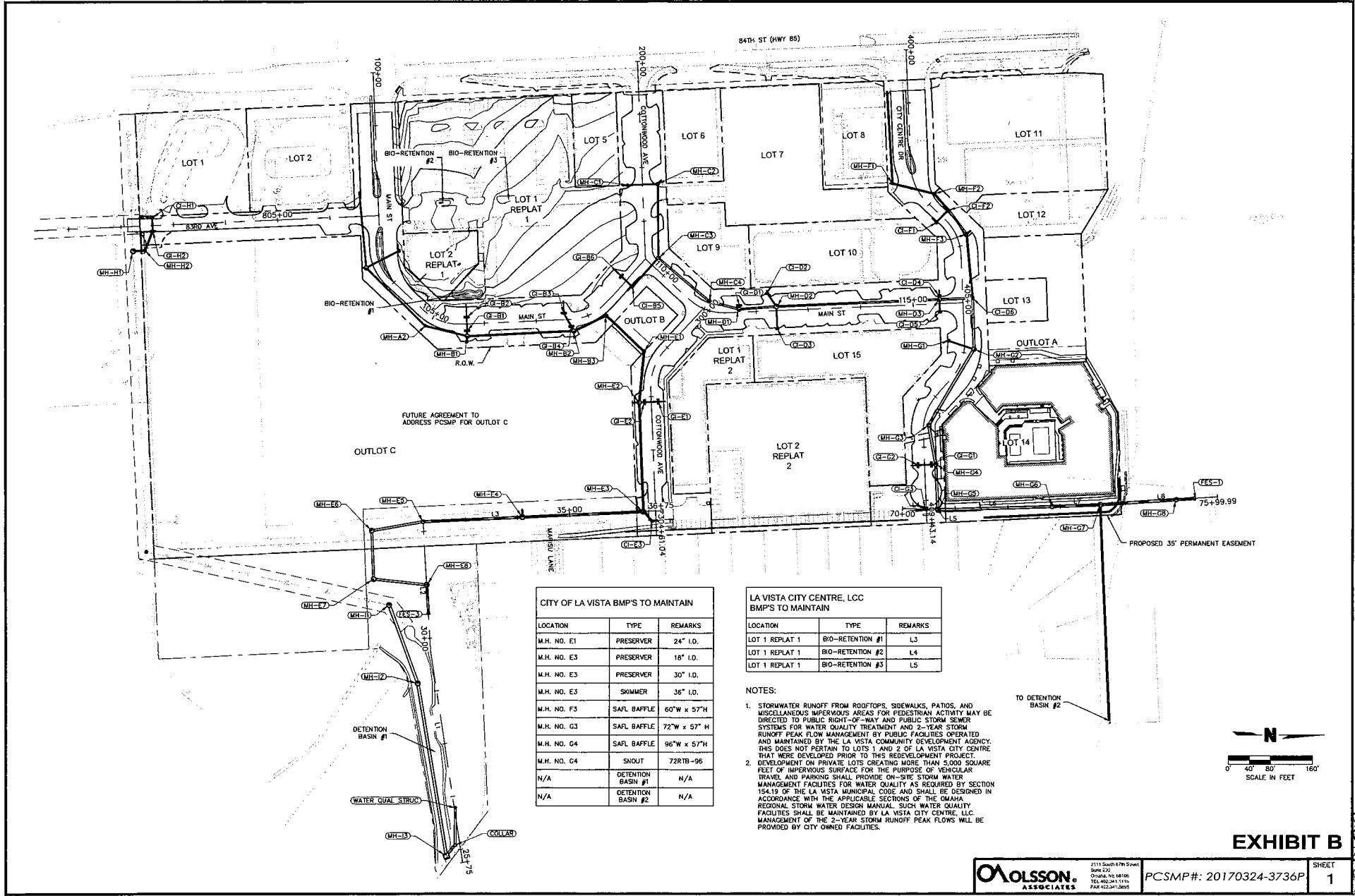
Task	Schedule
Remove trash and debris	Monthly
Check and repair any eroded areas	Monthly
Remulch any void areas	Monthly
Check vegetation and replace any damaged plant materials	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Apply new mulch	Annually
Weeding and Pruning	Annually
Replace poorly draining soil	As needed
Reseed grass swale or border	As needed
Repair broken pipes	As needed
Replace filtration rip rap that is choked with sediment	As needed
Remove sediment	As needed
Replace mulch	Every three years

### Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted 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. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

CLF

DWG: F:\2018\0501-1002\016-0546\20-Management\Approvals\Permits\PCSDMP\Final\PCSDMP Maintenance Agreement\18-06-11\_GNOV\_Exhibit B.dwg USER: mhwolter  
 DATE: August 20, 2018



**CITY OF LA VISTA BMP'S TO MAINTAIN**

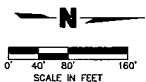
LOCATION	TYPE	REMARKS
M.H. NO. E1	PRESERVER	24" I.D.
M.H. NO. E3	PRESERVER	18" I.D.
M.H. NO. E3	PRESERVER	30" I.D.
M.H. NO. E3	SKIMMER	36" I.D.
M.H. NO. F3	SAFL BAFFLE	60"W x 57"H
M.H. NO. G3	SAFL BAFFLE	72"W x 57" H
M.H. NO. C4	SAFL BAFFLE	96"W x 57"H
M.H. NO. C4	SNOUT	72RTB-96
N/A	DETENTION BASIN #1	N/A
N/A	DETENTION BASIN #2	N/A

**LA VISTA CITY CENTRE, LLC BMP'S TO MAINTAIN**

LOCATION	TYPE	REMARKS
LOT 1 REPLANT 1	BIO-RETENTION #1	L3
LOT 1 REPLANT 1	BIO-RETENTION #2	L4
LOT 1 REPLANT 1	BIO-RETENTION #3	L5

**NOTES:**

- STORMWATER RUNOFF FROM ROOFTOPS, SIDEWALKS, PATIOS, AND MISCELLANEOUS IMPERVIOUS AREAS FOR PEDESTRIAN ACTIVITY MAY BE DIRECTED TO PUBLIC RIGHT-OF-WAY AND PUBLIC STORM SEWER SYSTEMS FOR WATER QUALITY TREATMENT AND 2-YEAR STORM RUNOFF PEAK FLOW MANAGEMENT BY PUBLIC FACILITIES OPERATED AND MAINTAINED BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY. THIS DOES NOT PERTAIN TO LOTS 1 AND 2 OF LA VISTA CITY CENTRE THAT WERE DEVELOPED PRIOR TO THIS REDEVELOPMENT PROJECT.
- DEVELOPMENT ON PRIVATE LOTS CREATING MORE THAN 5,000 SQUARE FEET OF IMPERVIOUS SURFACE FOR THE PURPOSE OF VEHICULAR TRAVEL AND PARKING SHALL PROVIDE ON-SITE STORM WATER MANAGEMENT FACILITIES FOR WATER QUALITY AS REQUIRED BY SECTION 15419 OF THE LA VISTA MUNICIPAL CODE AND SHALL BE DESIGNED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE OMAHA REGIONAL STORM WATER DESIGN MANUAL. SUCH WATER QUALITY FACILITIES SHALL BE MAINTAINED BY LA VISTA CITY CENTRE, LLC. MANAGEMENT OF THE 2-YEAR STORM RUNOFF PEAK FLOWS WILL BE PROVIDED BY CITY OWNED FACILITIES.



**EXHIBIT B**

2018-20180  
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