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Register of Deeds, Douglas County, NE
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2016049482

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, John Spaustat (hereinafter referred to as "the Property Owner") recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development 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 the property described on Exhibit "A" attached hereto (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, **OMA-20151123-3376-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 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 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.

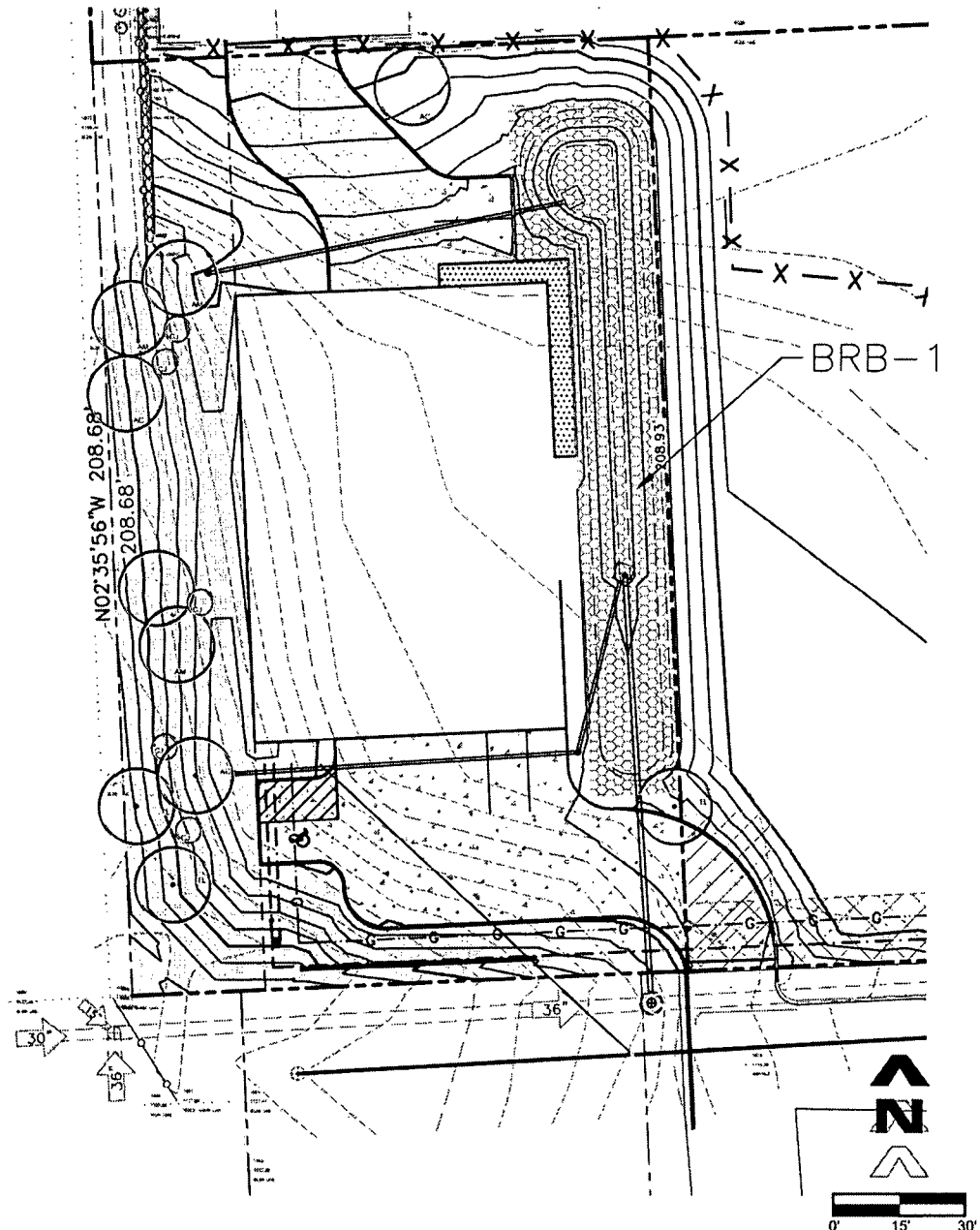
Return to 8930 S. 137th Cir. #2, Omaha, NE 68138

-Chg- 402-510-2291

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 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. 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 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 acts during such entry upon the property. 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.
6. 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.
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.

Exhibit "A"

8/15/2016 9:20 AM BEN DREWS H:\1970\1970-147\Projects\157th and Fort - SWH and Old Warehouse\Drawings\1570-147 CM WRD Hydro.dwg



	Job Number: 1970-147	Date: 01-22-16	EXHIBIT A 2322 N 90TH Street Omaha, NE 68134	
	thompson, dreessen & dörner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 www.ld2co.com	Drawn By: BSD		Reviewed By: DEK
		Revision Date: ..		

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Project Information

Legal Description: The Shoppes at Loreto Replat One Lot 1
Subdivision Name: The Shoppes at Loreto Replat One
Section: 10-15-12

Applicant Information

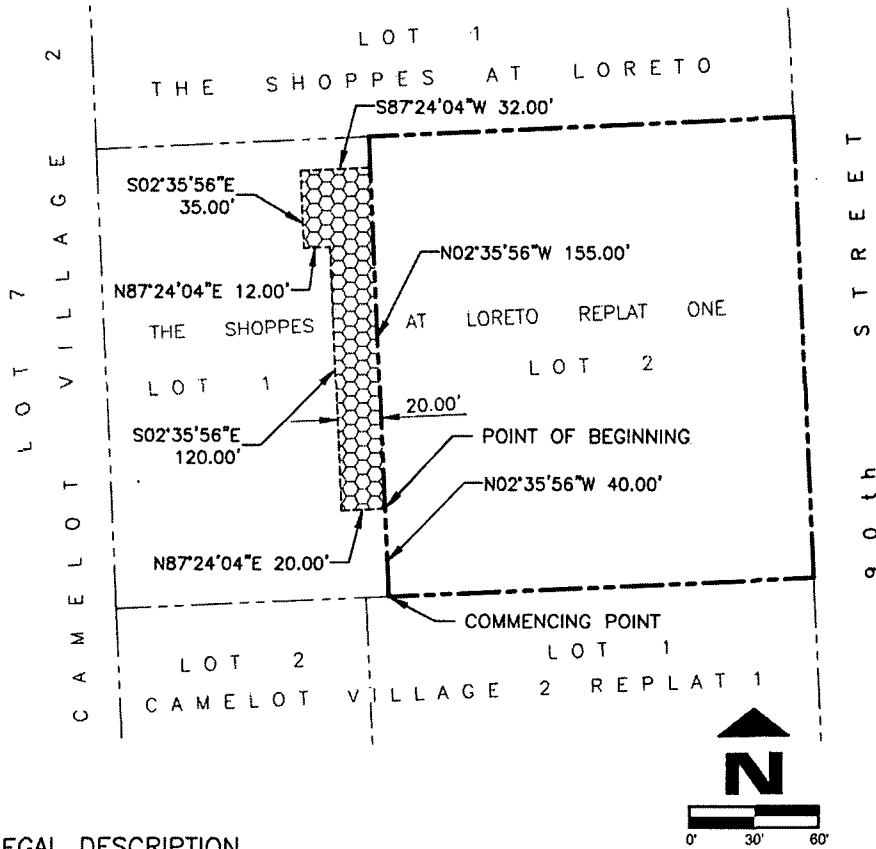
Business Name: John Spaustat
Business Address: 2322 N 90th ST
Omaha, NE 68134
Representatives Name: John Spaustat, Owner
Representative's Email:
Representative's Phone: 402-510-1055

BMP Information

Name	Identifier	Latitude/Longitude
Bio-retention Basin 1	BRB-1	N 41.280867 W 96.053258

Exhibit "A-1"

4/13/2016 12:23 PM BEN DREWS H:\1970-147 Forestry's 135th and Fort - 90th and Old Warehouse\Drawings\1970-147-EX8.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 1, THE SHOPPES AT LORETO REPLAT ONE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N02°35'56"W (ASSUMED BEARING) 40.00 FEET ON THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING N02°35'56"W 155.00 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE S87°24'04"W 32.00 FEET; THENCE S02°35'56"E 35.00 FEET;

THENCE N87°24'04"E 12.00 FEET; THENCE S02°35'56"E 120.00 FEET;

THENCE N87°24'04"E 20.00 FEET TO THE POINT OF BEGINNING.



Job Number: 1970-147-EX8
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JANUARY 22, 2016
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT " A "

2322 NORTH 90TH STREET

Book
Page

Exhibit “B”

**BMP Maintenance Plan
John Spaustat
2322 N 90th Street
Omaha, NE 68134**

OMA-20151123-3376-P

I. GENERAL BMP INFORMATION

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

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

Bio-retention Basin Maintenance Tasks and Schedule	
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)

IV. 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.