



MISC 2009118414



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/3/2009 14:17:02.83



2009118414

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Return To: Terry Morrison
Ehrhart Griffin & Associates
3552 Farnam St.
Omaha, NE 68131

Check Number

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, MECA recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Parking Lot - Pinnacle Foods Phase II located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, The City of Omaha is the owner of real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Omaha (hereinafter referred to as "the City") requires and MECA, 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, Public Works Department project number OPW51798-PCSMP, (hereinafter referred to as "PCSMP"), should be constructed by the City of Omaha and maintained by MECA, 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, MECA agrees as follows:


1. The facility or facilities shall be constructed by the City of Omaha in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. MECA shall perform on a timely basis all maintenance and inspections of the facilities as required in the "BMP Maintenance Requirements", attached hereto as Exhibit "B", which have been reviewed and accepted by the City of Omaha or its designee. The BMP Maintenance Requirements describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan indicates 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. MECA shall maintain a written record of the results of each separate inspection and of each separate item of maintenance, and such written record of each inspection or item of maintenance shall be immediately forwarded to the City Public Works Department.
3. MECA, its administrators, executors, successors, heirs, or assigns, shall operate and perform the maintenance, at its sole expense, for the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Omaha or its designee.
4. MECA, 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 MECA copies of the inspection findings

and a directive to commence with the repairs if necessary. The City will require MECA 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 of Omaha shall be responsible for all costs associated with any required repairs or correction of deficiencies, and MECA shall be responsible solely for the cost of performing the BMP Maintenance Requirements set forth in Exhibit B; provided, that MECA shall be responsible for the cost of any repair or replacement of the facilities that is caused by the failure of MECA to timely inspect or maintain the facilities as required in this Agreement. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold MECA harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. MECA 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 MECA 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 MECA harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. MECA, 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 maintenance of the facility or facilities by MECA. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify MECA and MECA shall defend at its own expense any suit based on such claim unless due 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 MECA, 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, MECA shall pay for all costs and expenses in connection herewith except to the extent of the negligent or intentional act of the City.
7. MECA 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.
8. 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 MECA, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, MECA (s) has/ have executed this agreement this day of
October 27, 2009.

INDIVIDUAL and/or PARTNERSHIP

<p>Roger A Dixon</p> <p>Name</p> <p>President/CEO, MECA RJD</p> <p>Title</p> <p>Signature </p>	<p>Name</p> <p>Title</p> <p>Signature</p>
<p>Name</p> <p>Title</p> <p>Signature</p>	<p>Name</p> <p>Title</p> <p>Signature</p>

ACKNOWLEDGMENT

NEBRASKA)
 State
DOUGLAS)
 County

On this 27 day of October, 2009 before me, a Notary Public, in and for said County, personally came the above named: ROGER DIXON 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.


Rhonda Silvey
 Notary Public

 Notary Seal

Exhibit "A"
Insert Real Property Depiction

Project No. EGA091070

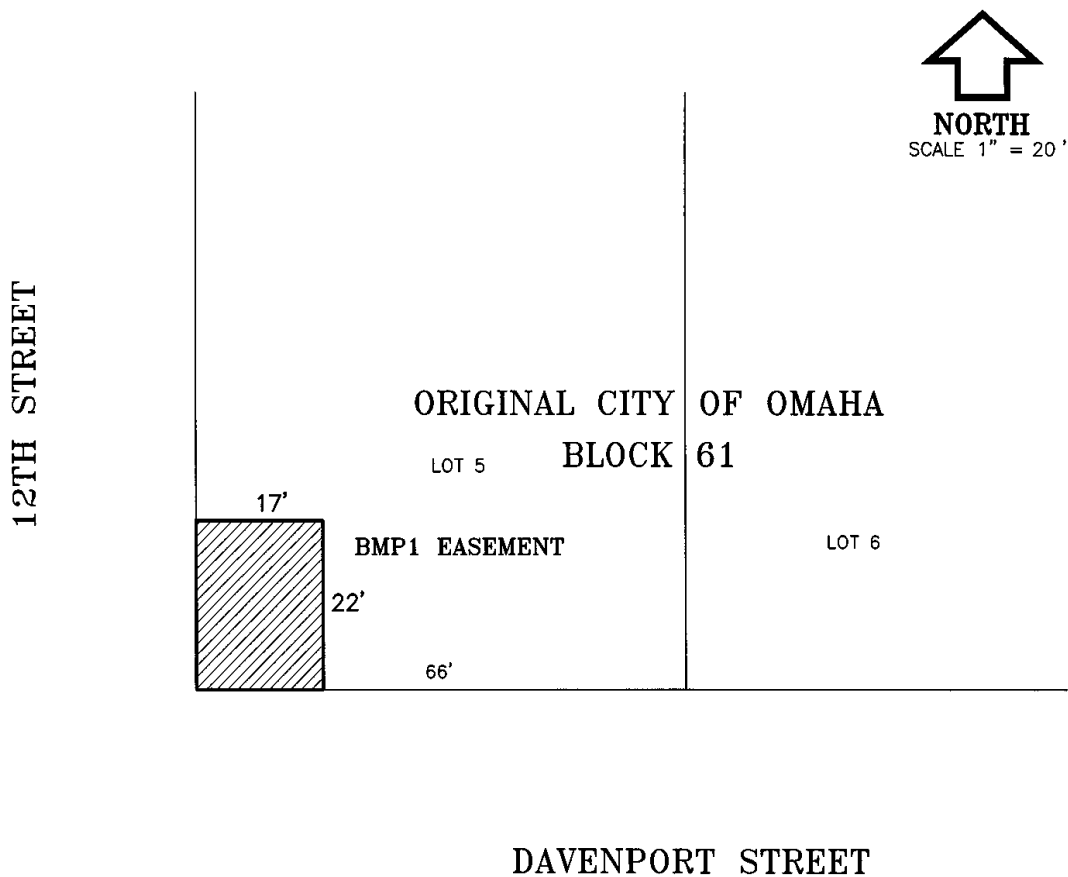
Exhibit "A-1"

Date: 8-5-09

DESCRIPTION & SKETCH

LEGAL DESCRIPTION: BMP1

THE SOUTH 22 FEET OF THE WEST 17 FEET OF LOT 5, BLOCK 61, ORIGINAL CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. CONTAINING 374 SQUARE FEET, MORE OR LESS.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

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Project No. EGA091070

Exhibit "A-2"

Date: 8-5-09

DESCRIPTION & SKETCH

LEGAL DESCRIPTION: BMP2

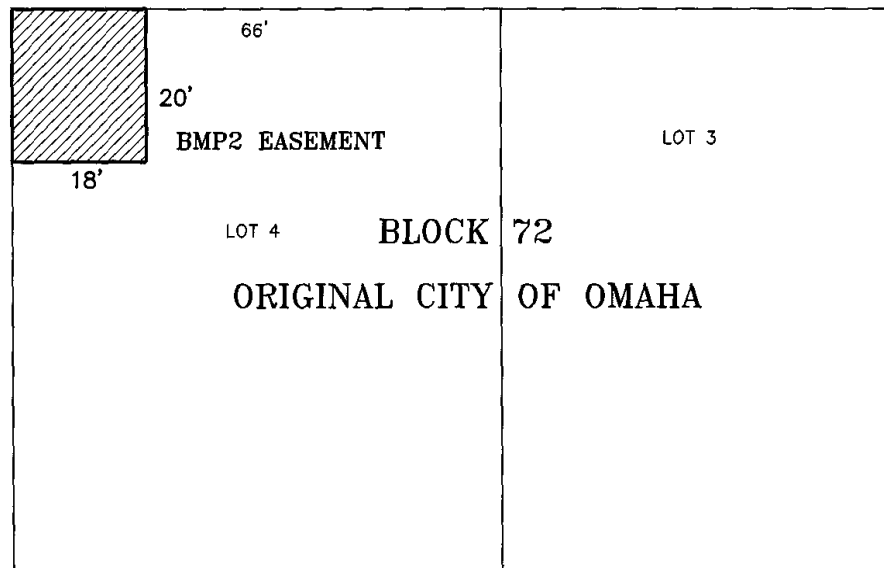
THE NORTH 20 FEET OF THE WEST 18 FEET OF LOT 4, BLOCK 72, ORIGINAL CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. CONTAINING 374 SQUARE FEET, MORE OR LESS.



NORTH
SCALE 1" = 20'

DAVENPORT STREET

12TH STREET



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
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Exhibit "B"
Insert BMP Maintenance Requirements

BMP Maintenance Requirements

Parking Lot - Pinnacle Foods Phase II
N. 12th Street & Davenport Street, Omaha, NE 68102
EGA091070, August, 2009

1. General BMP information:

BMP ID	BMP Type	BMP Model	Location
BMP1 (SC-1)	Oil/Grit Separator	Rinker Stormceptor STC 450i	See Appendix A
BMP2 (SC-2)	Oil/Grit Separator	Rinker Stormceptor STC 900i	See Appendix A

2. Detailed drawings of the Rinker Stormceptor STC 450i & STC 900 are shown in Appendix B.

3. Maintenance Tasks and Schedule:

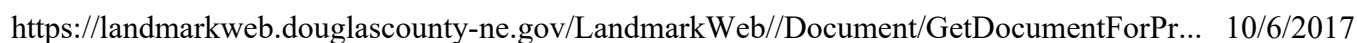
Task No.	Task Description	Frequency
1	After construction is complete, inspect the unit before put into service	NA
2	Inspect the accumulation of oil and sediment	Every 6 Month For the First Year
3	Inspect the functionality of the unit. Remove oil and sedimentation	Annually

4. Maintenance Inspection Reports:

Annual maintenance inspection reports shall be completed and made available, to the City of Omaha, upon request. The first report shall be completed one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date.

APPENDIX A

Water Quality Treatment BMP Locations

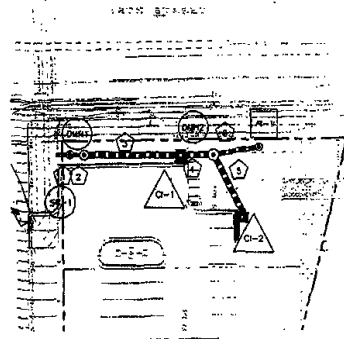


FROM*	C.E.	L.E.	DEPTH (FT)	NORTHING	EASTING
2A INLET	997.97	994.78	3.19	548778.75	275017.92
2B MODIFIED	999.47	994.69	4.78	548785.29	275018.61
TYPE III	996.30	990.80	5.50	548792.55	275022.31
TYPE I	1002.49	995.32	7.16	548795.70	275021.30
TYPE I	1002.05	992.92	9.13	548785.28	275020.31
TYPE I	1003.52	998.21	4.81	548808.29	275018.96
TYPE I	1002.91	999.14	3.75	548805.07	275019.47
INLET	1002.42	997.01	3.96	548827.88	275016.42
TYPE "2A"	1009.13	1005.58	3.54	548782.05	275021.67
MH	1000.80	994.78	6.02	548691.42	275013.14
MH	998.94	994.73	4.22	548693.59	275018.17
MH	1002.50	998.01	4.54	548802.38	275018.32
MH	1002.02	998.65	4.26	548807.77	275019.63
MH	1008.69	1004.29	4.40	548695.94	275019.72
500	1001.05	998.08	11.50	548693.42	275013.03
500	1001.73	993.08	8.65	548661.56	275018.57

THIS SHEET
EXPTOR MODEL STD 4501 FOR WATER QUALITY.
OF OMAHA STANDARD PLATES OR AS MODIFIED.
THIS SHEET.

FROM AS-BUILT DRAWINGS






INVERTS OF THE EXISTING
16" GAS MAIN PRIOR TO
CALL NOTIFY ENGINEER AT
FOR RESOLUTION.



PLAN VIEW

SCALE: 1"=3'


LEGEND

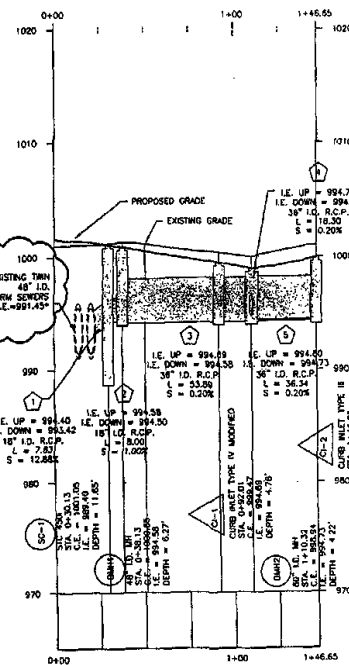
-  - PROPERTY LINE
 - STORM SEWER PIPE
 - PROPOSED CURB INLET
 - PROPOSED MANHOLE
 - PROPOSED TYPE "AA" INLET
 - SANITARY SEWER PIPE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR

NOTE:
TRENCH BACKFILL SHALL BE PLACED IN 6"
LIFTS AND COMPACTED TO 95% OF THE
MAXIMUM DRY DENSITY AT A MOISTURE
CONTENT -3% TO +3% OF OPTIMUM (ASTM
D698, STANDARD PROCTOR).



STORM SEWER NOTES:

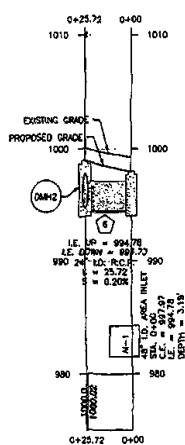
1. SEE  FOR AREA INLET
A-1, DETAIL.
2. SEE  FOR DETENTION
OUTLET STRUCTURE DETAIL.



PROFILE VIEW

SCALE: HOR. 1"=30'
VERT. 1"=20'

STORM SEWER PLAN AND PROFILE



PROFILE VIEW

SCALE: HOR. 1"=30'
VERT. 1"=5'

VERT. 1"=5'


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ASSOCIATES**

- ◆ ENGINEERING
- ◆ PLANNING
- ◆ LAND SURVEYING
- ◆ TRAFFIC ENGINEERING

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT

OPW51721-SP-PC

SHEET
C01.6

S:\091070E\DWG\E\Storm.dwg

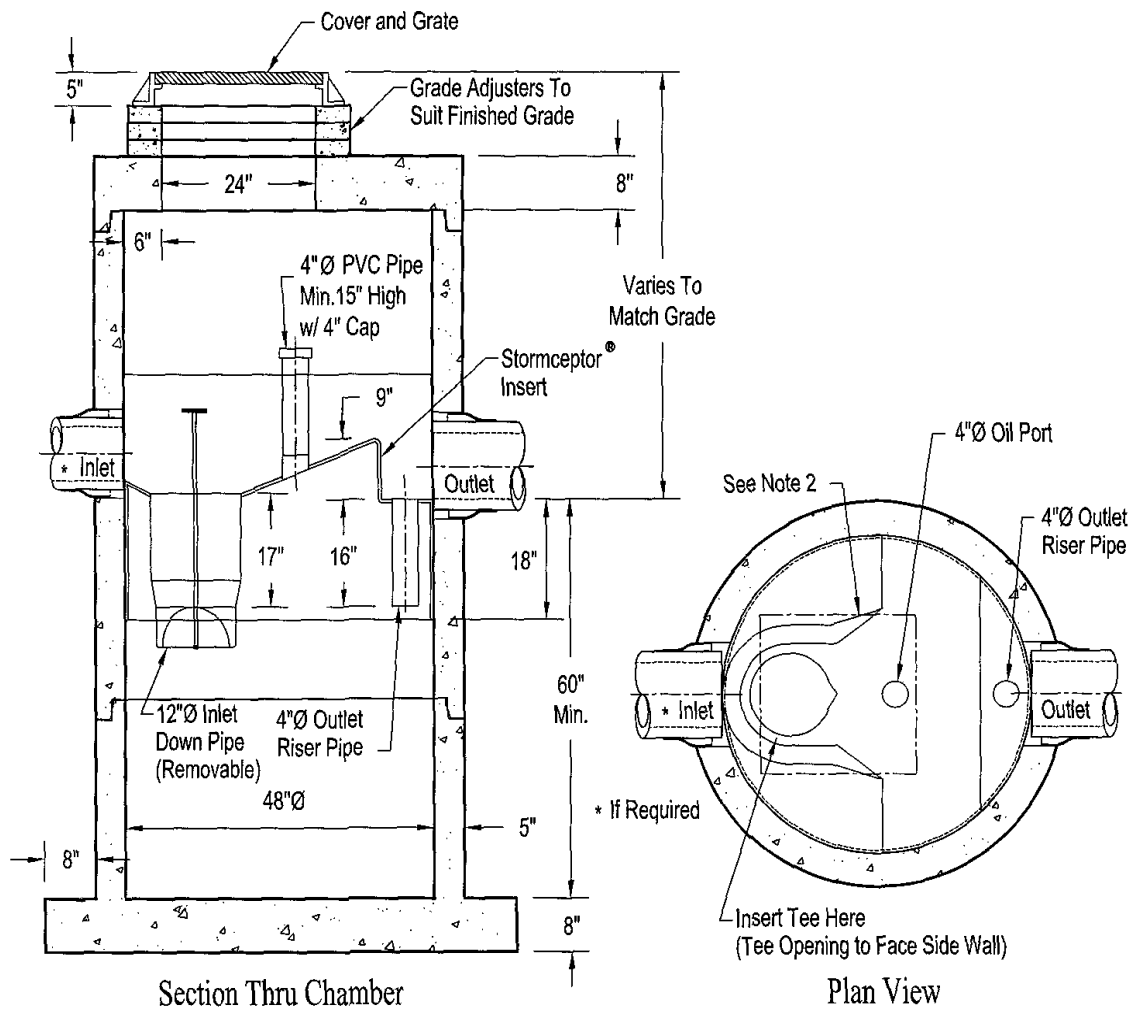
APPENDIX B

Detail Drawing of Rinker's Stormceptors STC 450i STC 900



Concrete Pipe Division

STC 450i Precast Concrete Stormceptor® (450 U.S. Gallon Capacity)



Notes:

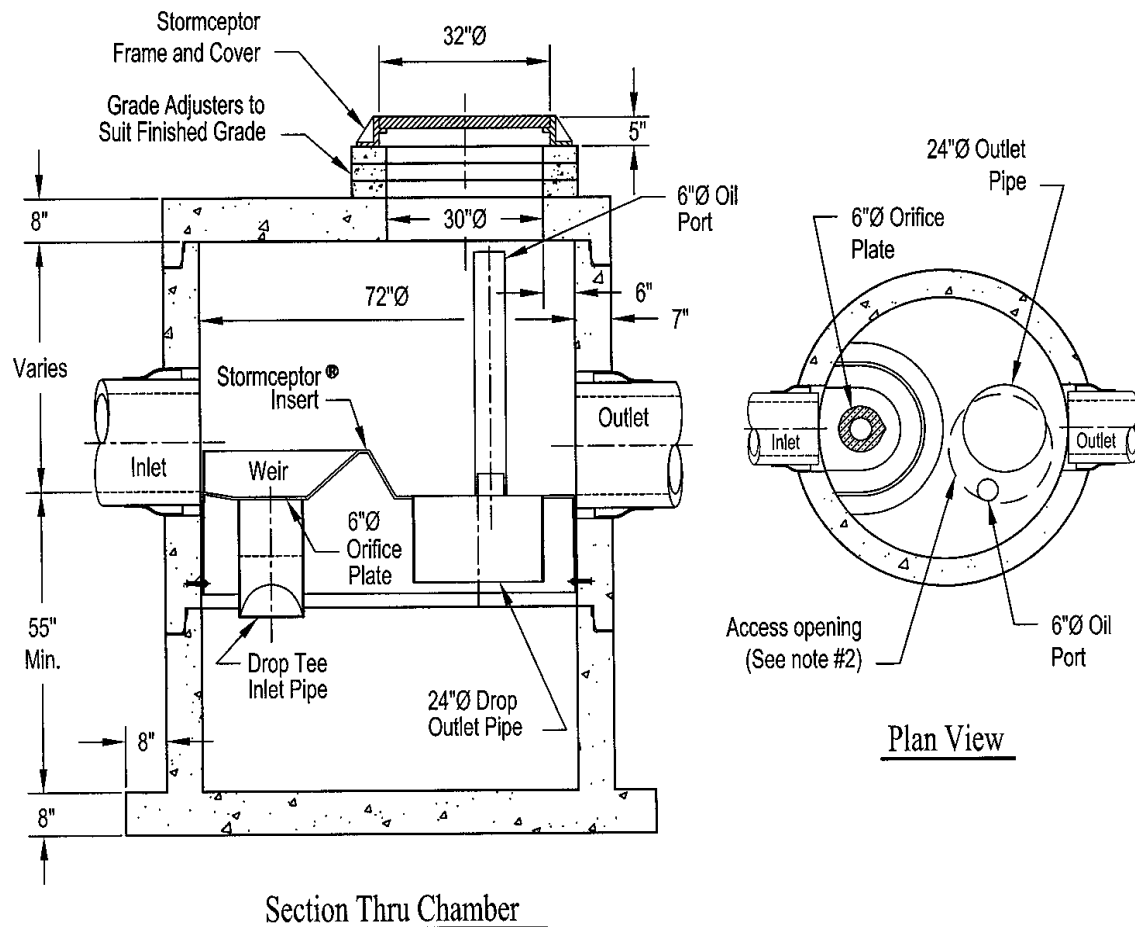
1. The Use Of Flexible Connection is Recommended at The Inlet and Outlet Where Applicable.
2. The Cover Should be Positioned Over The Inlet Drop Pipe and The Oil Port.
3. The Stormceptor System is protected by one or more of the following U.S. Patents: #4985148, #5498331, #5725760, #5753115, #5849181, #6068765, #6371690.
4. Contact a Concrete Pipe Division representative for further details not listed on this drawing.

Rinker 027



Concrete Pipe Division

STC 900 Precast Concrete Stormceptor® (900 U.S. Gallon Capacity)



Notes:

1. The Use Of Flexible Connection is Recommended at The Inlet and Outlet Where Applicable.
2. The Cover Should be Positioned Over The Outlet Drop Pipe and The Oil Port.
3. The Stormceptor System is protected by one or more of the following U.S. Patents: #4985148, #5498331, #5725760, #5753115, #5849181, #6068765, #6371690.
4. Contact a Concrete Pipe Division representative for further details not listed on this drawing.

Rinker 028