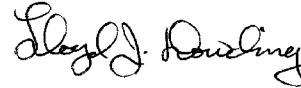


COUNTER_PM
VERIFY_PM
FEES \$ 46.00
CHG_SFILE
SUBMITTED_THOMPSON, DREESSEN, & DOR

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-24274

2016 Sep 23 09:24:11 AM



REGISTER OF DEEDS



**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT
SAR 20160208-3439-P**

WHEREAS, The Cloisters on the Platte Foundation, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called **The Cloisters on the Platte, Retreat Center Guest Lodge #2** located in the jurisdiction of Sarpy County, Nebraska; and,

WHEREAS, The Cloisters on the Platte Foundation, is the owner (hereinafter referred to as “the Owner”) of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as “the Property”), and,

WHEREAS, Sarpy County (hereinafter referred to as “the City”) requires and the Property Owner, or 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, **SAR 20160208-3439-P,** (hereinafter referred to as “PCSMP”), be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

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 shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by Sarpy County or its designee.
2. The Owner must develop and provide the “BMP Maintenance Requirements”, per attached Exhibit “B”, which have been reviewed and accepted by Sarpy County 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 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 Sarpy County or its designee.
4. During construction of the facilities, the 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 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 Owner harmless from any damage by reason of the City's or its employees, contractors or agents negligent acts during such entry upon the property.
5. The 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 Owner for corrective actions, or shall fail after 30 days' notice from Sarpy County to Owner, 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 Sarpy County or its designee in its sole discretion, Sarpy County or its designee is authorized to enter the property to make all reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the City shall indemnify and hold the Owner harmless from any damage by reason of the City's or its employees, contractors or agents negligence during such entry upon the property.
6. Sarpy County or its designee shall have the right to recover from the Owner any and all reasonable costs Sarpy County 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 negligent acts of the City. Failure to pay Sarpy County or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. Sarpy County or its designee shall thereafter be entitled to bring an action against the 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 Owner shall not obligate Sarpy County to maintain or repair the facility or facilities, and Sarpy County shall not be liable to any person for the condition or operation of the facility or facilities, unless caused by Sarpy County or its employees, contractors or agents.
8. The 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 Owner unless caused by Sarpy County or its employees, contractors or agents. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit unless caused by Sarpy County or its employees, contractors or agents.

9. Based on such claim unless due solely to the negligence or wrongful act 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 Sarpy County and the 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 Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
10. The Owner shall not in any way diminish, limit, or restrict the right of Sarpy County to enforce any of its ordinances as authorized by law.
11. 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 15th day of September, 2016.

**The Cloisters on the Platte Foundation,
an Iowa Not-For-Profit Corporation**

By: Alfred Levitt

Alfred Levitt, Secretary

State of Colorado)
County of Denver)ss.

The foregoing agreement was acknowledged before me this 15th day of September, 2016 by Alfred Levitt, Secretary of The Cloisters on the Platte Foundation, an Iowa Not-For-Profit Corporation on behalf of said Not-For-Profit Corporation.

Laura L. Kuhl
Notary Public

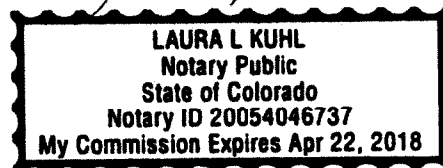
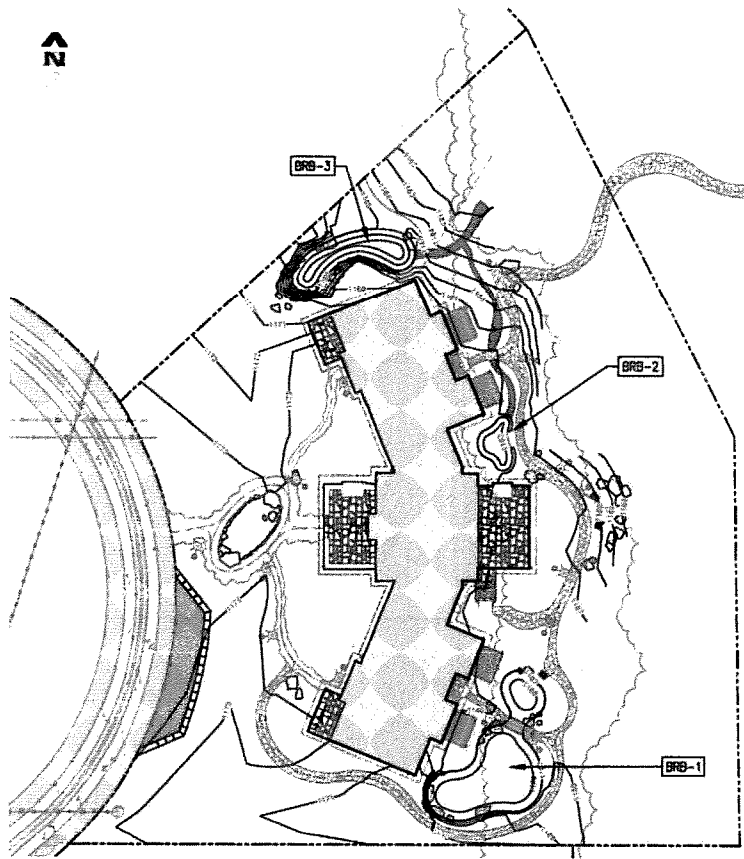


EXHIBIT 'A'



PROJECT INFORMATION

Legal Description:

N1/2 SW1/4 & SE1/4 SW1/4 Section 2 Township 12
Range 10, in Sarpy County, Nebraska

Property Address:

23332 Fishery Road
Gretna, NE 68028

Section:

S2 - T12 - R10

APPLICANT INFORMATION

Business Name:

The Cloisters on the Platte Foundation

Business Address:

1395 S. Platte River Drive
Denver, CO 80223

Representatives Name:

Mr. Alfred Levitt

Representative's Email:

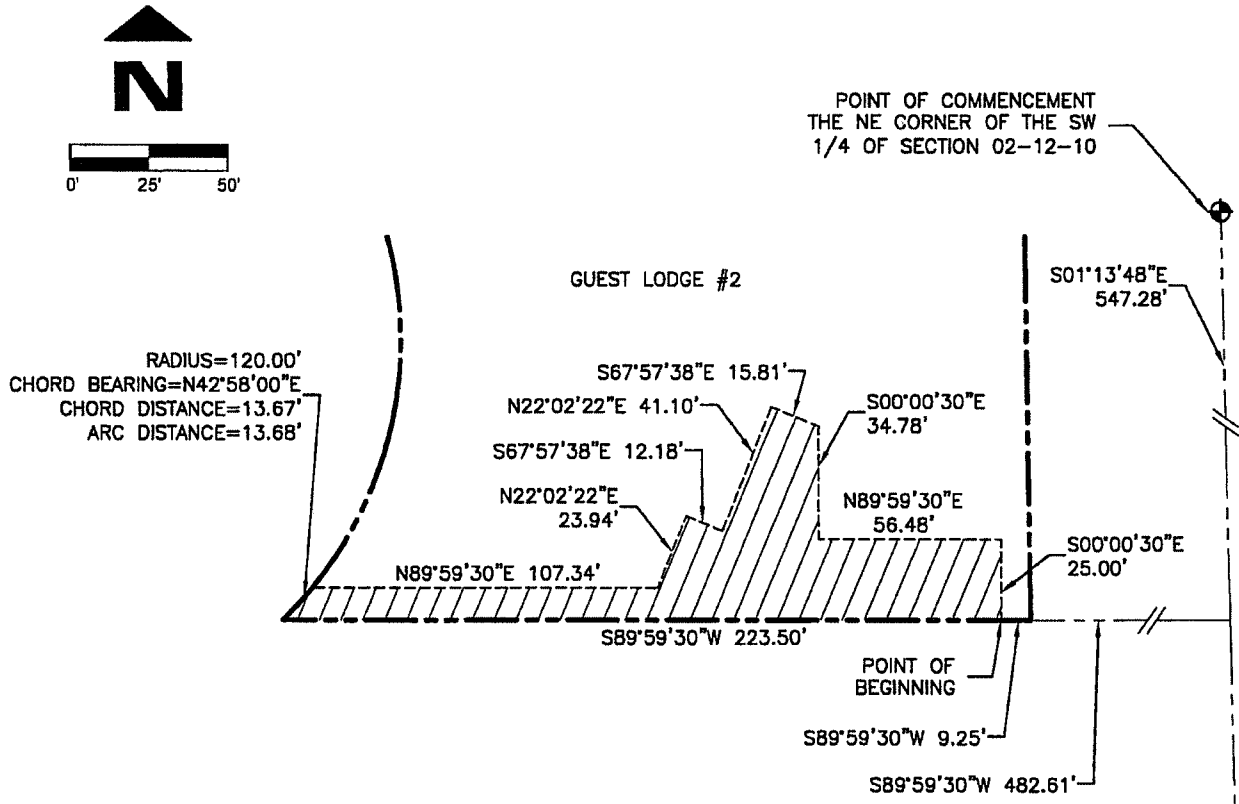
KDHalvorson@cox.net

Representative's Phone:

(301) 452-9230

BMP INFORMATION

Name	Description	Latitude/Longitude
BRB-1	Bio-Retention Basin	N 41.036014 °; W 96.266300 °
BRB-2	Bio-Retention Basin	N 41.036372 °; W 96.266250 °
BRB-3	Bio-Retention Basin	N 41.036561 °; W 96.266456 °



LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 2, T12N, R10E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT NORTHEAST CORNER OF SAID SW 1/4; THENCE S01°13'48"E (ASSUMED BEARING) 547.28 FEET ON THE EAST LINE OF SAID SW 1/4; THENCE S88°46'12"W 482.61 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND KNOWN AS GUEST LODGE #2, THE CLOISTERS ON THE PLATTE; THENCE CONTINUING S89°59'30"W 9.25 FEET ON THE SOUTH LINE OF SAID GUEST LODGE #2 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'30"W 223.50 FEET ON THE SOUTH LINE OF SAID GUEST LODGE #2 TO THE SOUTHWEST CORNER OF SAID GUEST LODGE #2; THENCE NORTHEASTERLY ON THE WEST LINE OF SAID GUEST LODGE #2 ON A 120.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N42°58'00"E, CHORD DISTANCE 13.67 FEET AN ARC DISTANCE OF 13.68 FEET; THENCE N89°59'30"E 107.34 FEET ON A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID GUEST LODGE #2; THENCE N22°02'22"E 23.94 FEET; THENCE S67°57'38"E 12.18 FEET; THENCE N22°02'22"E 41.10 FEET; THENCE S67°57'38"E 15.81 FEET; THENCE S00°00'30"E 34.78 FEET; N89°59'30"E 56.48 FEET; THENCE S00°00'30"E 25.00 FEET TO THE POINT OF BEGINNING.

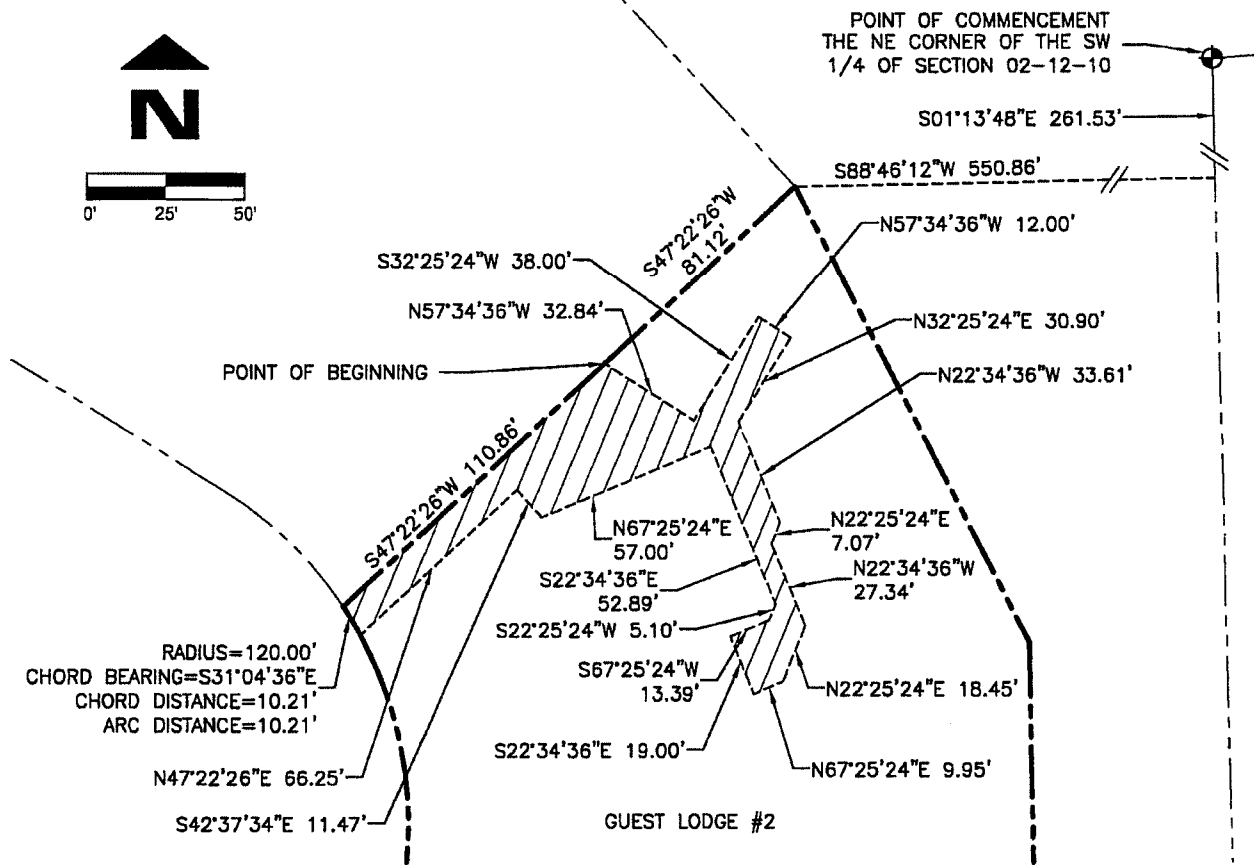
TD2
engineering & surveying

Job Number: 2009-101 EX A1 (2)
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 07/12/2016
Drawn By: MRS
Reviewed By: DHN
Revision Date:

EXHIBIT "A-1"

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LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 2, T12N, R10E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT NORTHEAST CORNER OF SAID SW 1/4; THENCE S01°13'48"E (ASSUMED BEARING) 261.53 FEET ON THE EAST LINE OF SAID SW 1/4; THENCE S88°46'12"W 550.86 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND KNOWN AS GUEST LODGE #2, THE CLOISTERS ON THE PLATTE; THENCE S47°22'26"W 81.12 FEET ON THE NORTH LINE OF SAID GUEST LODGE #2 TO THE POINT OF BEGINNING; THENCE CONTINUING S47°22'26"W 110.86 FEET ON THE NORTH LINE OF SAID GUEST LODGE #2 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID GUEST LODGE #2 ON A 120.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S31°04'36"E, CHORD DISTANCE 10.21 FEET AN ARC DISTANCE OF 10.21 FEET; THENCE N47°22'26"E 66.25 FEET ON A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID GUEST LODGE #2; THENCE S42°37'34"E 11.47 FEET; THENCE N67°25'24"E 57.00 FEET; THENCE S22°34'36"E 52.89 FEET; THENCE S22°25'24"W 5.10 FEET; THENCE S67°25'24"W 13.39 FEET; THENCE S22°34'36"E 19.00 FEET; THENCE N67°25'24"E 9.95 FEET; THENCE N22°25'24"E 18.45 FEET; THENCE N22°34'36"W 27.34 FEET; THENCE N22°25'24"E 7.07 FEET; THENCE N22°34'36"W 33.61 FEET; THENCE N32°25'24"E 30.90 FEET; THENCE N57°34'36"W 12.00 FEET; THENCE S32°25'24"W 38.00 FEET; THENCE N57°34'36"W 32.84 FEET TO THE POINT OF BEGINNING.

TD2
engineering & surveying

Job Number: 2009-101 EX A1 (1)
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 07/12/2016
Drawn By: MRS
Reviewed By: DHN
Revision Date:

EXHIBIT "A-2"

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Exhibit "B"

**BMP Maintenance Plan
The Cloisters on the Platte Foundation
N1/2 SW1/4 & SE1/4 SW1/4, S2 - T12 - R10, Sarpy County, Nebraska
SAR 20160208-3439-P**

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
BRB-1	See Exhibit 'A'	See Exhibit 'A-1'
BRB-2	See Exhibit 'A'	See Exhibit 'A-2'
BRB-3	See Exhibit 'A'	See Exhibit 'A-2'

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. Routine Maintenance Tasks and Schedule

BMP Type (Bio-Retention Basin)	
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) (if applicable)

IV. Maintenance Inspection Reports.
The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner. The first report shall be prepared within 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. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports.