FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

2019-04924

03/18/2019 12:36:59 PM

Voughtalin (COUNTY CLERK/REGISTER OF DEEDS

# THIS PAGE ADDED FOR RECORDING INFORMATION.

## DOCUMENT STARTS ON NEXT PAGE.

## **Deb Houghtaling**

SARPY COUNTY CLERK/ REGISTER OF DEEDS
RENEE LANSMAN, DEPUTY
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2842
402-593-5773

Bryan Boyce 10327 Chandler of #200 Lavista, Ne 18188

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, B Douglas Construction Solutions, LLC recognizes that stormwater management
facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the
development calledIntertech Collision Gretnalocated in the jurisdiction of the
City of Omaha, Douglas County, Nebraska; and,
WHEREAS, the Property Owner (whether one of more) is the owner of
Lot 2, Hopkins Industrial Park (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-20190126-4856 , (hereinafter referred to as "PCSMP"), should be
constructed and maintained by the Property Owner, its administrators, executors,
successors, heirs, or assigns.
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**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 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.
- 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 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 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 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 negligent 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 negligent 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

SDD day of Month, 20 YY.    Std.   Month, 20 YY.    NOICH, 20 YY.    INDIVIDUAL, PARTNERSH	IP and/or CORPORATION
B Douglas Construction Solutions, LLC  Name of Individual, Partnership and/or Corporation	Name of Individual, Partnership and/or Corporation
Bryan Boyce	Name of Bullylouds, Farbletship allow Corporation
Name	Name
Title	Tide
My Bye.	Signature
Signature NEDL Exp.	Juguame
Name of Individual, Partnership and/or Corporation	Name of Individual, Partnership and/or Corporation
Name	Name
Title	Title
Signature	Signature

ACKNOWLEDGMENT	
Nebrasia)	;
Sorpy)	
On this _DD day of _MM_, 20_YY_ before me, a Notary Public, in and for said	,
On this <u>DD</u> day of <u>MM</u> /20 <u>YY</u> before me, a Notary Public, in and for said County, personally came the above named:	•
County, personally came the above named: Bryan Boyce, Owner Bryan Boyce, Owner & Solutions, U	_
IT SUID, IS DOUGIAS CONSTRUCTION SOLUTIONS, LL	C

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
AMBER K HOUGHTALING
My Comm. Exp. January 31, 2021

## Exhibit "A"

Insert Real Property Depiction

#### Exhibit "B"

## Insert BMP Maintenance Requirements (See Guidance Document for Information Needed)

#### **BMP Maintenance Requirements**

Intertech Collision Gretna 205 Gruenther Road, Gretna, NE 68028 OMA-20190126-4856 JCE Project #181001 February 16, 2019

**Total Site Area:** 

1.168 Ac.

**Total Disturbed Area:** 

1.168 Ac.

**Total Undisturbed Area:** 

0 Ac.

Impervious Area before Construction:

8%

Impervious Area after Construction:

70%%

#### 1. General BMP information:

ВМІ	PID	BMP Type	BMP Model	Location (N/E)*
ВМ	P-1	Bio-Retention Pond	N/A	See Appendix A
1		1		Lat.: 41.1478 N
				Long.: 96.240 W

<sup>\*</sup>Modified Nebraska State Plain coordinate system

#### 2. Maintenance Tasks and Schedule:

#### BMP #1 - Bio-Retention Pond

Task No.	Task Description	Frequency
1	After construction is complete, inspect the unit before putting into service. Remove oil and sedimentation if within 1' of the bottom of the connecting pipes.	N/A
2	Inspect the accumulation of oil and sediment. Remove oil and sedimentation if within 1' of the bottom of the connecting pipes.	Every 6 Month for the First Year
3	Inspect the functionality of the unit. Remove oil and sedimentation if within 1' of the bottom of the connecting pipes.	Annually

#### After rainfall equaling or exceeding 0.5 in.

- 1. Inspect the bio-retention system. Check all structures, pipes, outlets, and overflow points in the system.
- 2. If sediment, debris, or other items have accumulated in the system, remove.
- 3. Unclog or repair outlets and overflow points as needed.

4. Identify inspection/maintenance activities specific to the bio-retention system that are critical following rainfall. Note the planting specifications for the maximum levels of pollutant accumulation allowed before removal is required.

#### Quarterly:

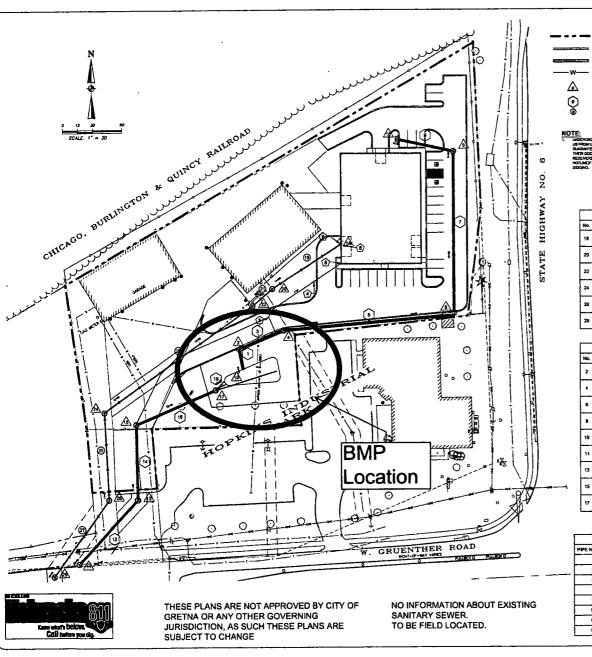
- 1. Inspect the bio-retention system. Check all structures, pipes, outlets, and overflow points in the system.
- 2. If sediment, debris, or other items have accumulated in the system, remove. Clean the system with a vacuum-truck, as appropriate.
- 3. Unclog or repair outlets and overflow points as needed.
- 4. Identify inspection/maintenance activities specific to the bio-retention system that are critical following rainfall. Note the planting specifications for the maximum levels of pollutant accumulation allowed before removal is required.
- 5. Inspect structural components of the system for cracking, subsidence, spalling, erosion, and deterioration.

#### 3. Maintenance Inspection Reports:

Annual maintenance inspection reports shall be completed and made available, to the City of Gretna, 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 Location



#### **LEGEND**

PROPERTY LINE

CURB LINE

PROPOSED STORM SEWER PIPE PROPOSED WATER

PROPOSED CURB INLETAMANHOLE

PROPOSED STORM SEWER PIPE

PROPOSED SANITARY SEWER PIPE

#### **UTILITY KEY NOTES:**

- (1) 8" DIA. SANITARY SEWER
- (2) 54° DIA, SANITARY MANHOLE
- 3 CONNECT TO EXISTING WATERMAIN \*FIELD VERIFY LOCATION OF EXISTING WATERMAIN.
- (1) INSTALL 1" DIA. DOMESTIC WATER BERVICE
- (5) CONSTRUCT CLEANOUT
- ( CONNECT TO M.E.P. (SEE M.E.P. FOR CONTINUATION)

SANITARY STRUCTURE DATA					
No.	DESCRIPTION	LOCATION	F±.=	TOP OF RIM	
18	CLEANOLT	9TA. 14+72.57 0.007 N 501509 1857, E 2676355.6318	1285.43 (SW)	1295.53	
20	64" DIA. BANITARY SEWER MANHOLE	STA 13+90 42 0.00 N 801483 6409, E 2876288.1396	1284.50 (NE) 1284.60 (SW)	1295.31	
22	54" DIA. SANITARY SEWER MANHOLE	STA. 13+63.97 0.00' N 501446.4433, E 2676266.0424	1284.34 (NE) 1284.34 (SW)	1295.27	
24	54" DIA. SANITARY SEWER MANHOLE	8TA, 11+81.51 0.00* N 501340.8161, E 2676117.2591	1282.52 (NE) 1282.52 (S)	1292.65	
26	54" DIA. BANITARY SEWER MANHOLE	STA, 10+94,26 0.00' N 501253.6797, E 2676121.6523	1281.64 (N) 1281.64 (6W)	1291.53	
28	EXISTING MANHOLE	STA. 10+00.00 0.00* N 501177.3415, E 2676068.3580	1280.76 (NE)	1288.83	

STORM STRUCTURE DATA					
No.	DESCRIPTION	LOCATION	FL.=	TOP OF RIM	
2	Type IV Curb Inlet	STA. 10+20.17 0.00* N 501403.4616, E 2676252.6063	1289.13 (NE) 1289.13 (S)	1294 65	
4	64" Manhole	STA. 10+68.74 0.00* N 501422.1826, E 2676297.4290	1289.45 (E) 1289.45 (SW)	1295.11	
6	Type III Curb Inlet	STA. 12-40.19 0.00 N 501436.8120, E 2678488.2507	1290.59 (N) 1290.59 (W)	1294,43	
	54° Manhole	8TA, 14+03.59 0.00* N 501600.2177, E 2576468.1179	1291.66 (W) 1291.66 (S)	1295.19	
10	Type IV Curb Inlet	STA. 14+61.01 0.00' N 601812.3024, E 2576411.9598	1292.04 (E)	1295.68	
11	Exteting Curb Inlet	STA. 20+00.00 0.00 N 501169.7473, E 2676091.1729	1288.23 (NE)	1291.49	
13	64" Manhole	8TA. 20+67.09 0.00* N 501253.5409, E 2670150.4570	1280.93 (N) 1286.93 (SW)	1291.51	
15	54" Manhole	STA. 21-62.12 0.00* N 501328.8637, E 2678149.3521	1287.53 (NE) 1287.53 (S)	1292.91	
17	Modified Area Inlet Std. Plate 700-17	BTA. 22=48.64 0.00° N 501362.6057, E 2876228.8078	1290.60 (NE) 1288.27 (SW)	1294.60	

STORM PIPE DATA						
PIPE NUMBER	BIZE	LENGTH	SLOPE	MATERIAL		
1	34"	20.17	0.66%	RCP		
3	34.	48.57	0.68%	RCP		
8	24"	171.45	0.66%	RCP		
7	16"	183.41	0.66%	RCP		
9	18"	57.A2	0.68%	RCP		
12	18*	87.09	0.80%	RCP		
14	18*	75.03	<b>%C8.0</b>	RCP		
16	18"	86.52	0.66%	RCP		

	SANITARY PIPE DATA					
PIPE NUMBER	PIPE NUMBER SIZE LENGTH SLOPE MATERIAL					
19	e	62.45	1.00%	PVC		
21	6.	26.45	1.00%	PVC		
23	6"	182.47	1.00%	PVC		
25	6	87.25	1.00%	PVC		
27	-	94.28	1.00%	PVC		



12708 DEER CREEK DR OMAHA NE 68142



Project:

INTERTECH GRETNA JCE 181001

Address:

HYW 6 & W. GRUENTHER GRETNA, NE 68028

Revisions

Revision#

Checked By: SJ

Drawn By: DMS

Sheet Title

Dwg File:

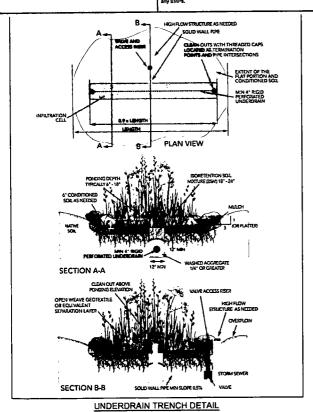
**UTILTIY PLAN** 

Sheet

C6 OF 15

## **APPENDIX B**

Detail Drawing of Bio-Retention Pond Structure



SITE INFORMATION						
APRIL 1, 2019 Estimated Start Date	Estimated Start Date PCWP Project Number			CSW-201903395 NDEQ NOI Number	<del></del>	
INTERTECH COLLISION GRETN. Project Name	Α	-	Address	RUENTHER ROAD		
Hopkina Industrial Park, Lot 2 Subdivision Name	-	&ID #	GRETN/ City		Ounty	
41.1478 Latitude	B8.2400 Langitude		NE. State		p Code	
TOTAL SITE AREA (ACRES)		1,168	⊐	ESTEMATED PERMIT DURATION (MONTHS)	12	
DISTURBED AREA (ACRES)		1,188	⊐	CUT VOLUME (YD*3)	600	
UNDISTURGED AREA (ACRES)		0	⊐	FILL VOLUME (YD*3)	753	
IMPERVIOUS AREA BEFORE CO	INSTRUCTION (%)	8%	⊐	RUNOFF COEFFICIENT BEFORE CONSTRUCTION	0.44	
IMPERVIOUS AREA AFTER CON	STRUCTION (%)	70%	⊐	RUNOFF COEFFICIENT AFTER CONSTRUCTION	0.78	

	APPLICANT SWP	PP CERTIFICA	TION
B DOUGLAS CONSTRUCTION	BRYANGEDOUGLABCONSTRUCTA	ON.COM	(402)304-0971
BUSINESS NAME	REPRESENTATIVE'S EMAIL ADDRE	SS	PHONE NUMBER
BRYAN BOYCE	10327 CHANDLER CIR, SUITE 200		N/A
REPRESENTATIVE'S NAME	ADDRESS		FAX NUMBER
PROJECT # ASSIGNED BY APPLICANT	LA VISTA, NE	NE STATE	58128 ZIP CODE
		_	
APPLICANT SIGNATURE	DATE	_	
Information has been prepared under my dire- evaluated the information automition (2) that, Site Map (SWPPP-SM), the associated Storn (www.CRETNAparmit.com); (3) that, to the It has been represented and warrande to comit Members, (b) Douglas County, (c) Sarry Cou for the creation of this SWPP-(7) that, this Mombers, Officers, Agents and Emptryees in personal interiors received and all property de-	I understand a supervision in accordance with a I understand and eigne to ablief by the ten I understand and eigne to ablief by the ten I was to possible of the supervision Prevention Plan - Narram supervision Plan (I plan I plan	system designed to assure the rms and conditions contained two (SWPPPN), and the PCW in contained in this SWPPP is in fulframes, Laws, Rules, and R States Federal Government; (5 emant of construction; (8) that, e and description growing out envices of the designated DES, of the controlled of selects a 0) that corrections of defects a	within this Sturm Water Pollution Prevention Plan P Grading Permit Ferms true, complete, and accurate: (4) that, the SWPPF legislations enacted of the 16 in Pollution and its synthesis of call this practices were used: I shall indemnify and seve harmless the PCWP; for displaying the synthesis of this SWPPP, including IGNER and INSPECTOR, to perform all design as and delidencies in design, constriction, inspection.

**OMAHA NE 68142** 



Project: INTERTECH GRETNA JCE 181001

Address: HYW 6 & W. GRUENTHER GRETNA, NE 68026

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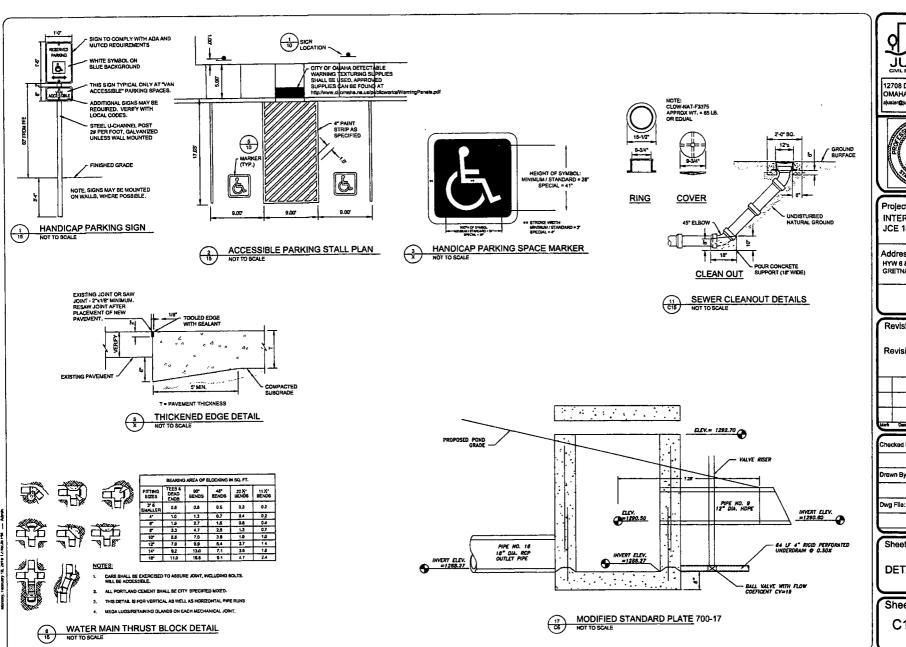
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NPDES NOTES

Sheet

C14 OF 15



JUSTER

12708 DEER CREEK DR **OMAHA NE 68142** 



Project: INTERTECH GRETNA JCE 181001

Address: HYW 6 & W. GRUENTHER GRETNA, NE 68028

Revisions

Revision#

Checked By: SJ

Drawn By: DMS

Sheet Title

**DETAIL SHEET** 

Sheet

C15 of 15

Project No. EGA191031

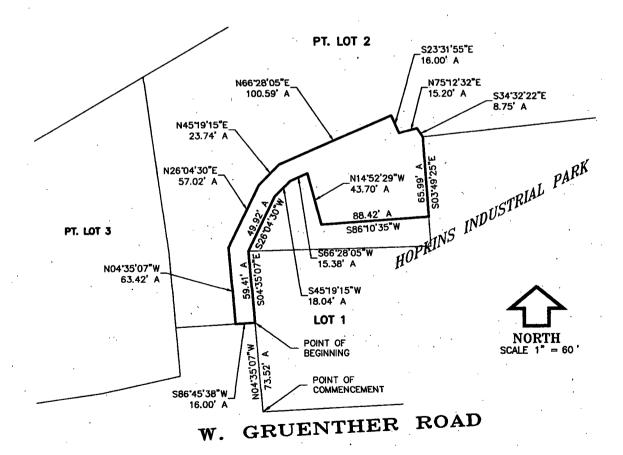
Exhibit "A"

Date: 2/18/2019

#### **DESCRIPTION & SKETCH**

PART OF LOT 2, HOPKINS INDUSTRIAL PARK, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, HOPKINS INDUSTRIAL PARK; THENCE NORTH 04'35'07" WEST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 73.52 FEET TO A CORNER POINT OF SAID LOT 2, SAID CORNER POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 86' 45' 38" WEST ON THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 16.00 FEET; THENCE NORTH 04' 35' 07" WEST A DISTANCE OF 63.42 FEET; THENCE NORTH 26' 04' 30" EAST A DISTANCE OF 57.02 FEET; THENCE NORTH 45' 19' 15" EAST A DISTANCE OF 23.74 FEET; THENCE NORTH 66' 28' 05" EAST A DISTANCE OF 100.59 FEET; THENCE SOUTH 23' 31' 55" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 75' 12' 32" EAST A DISTANCE OF 15.20 FEET; THENCE SOUTH 34' 32' 22" EAST A DISTANCE OF 8.75 FEET TO A CORNER POINT OF SAID LOT 2; THENCE SOUTH 03' 49' 25" EAST ON THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 65.99 FEET; THENCE SOUTH 86' 10' 35" WEST A DISTANCE OF 88.42 FEET; THENCE NORTH 14' 52' 29" WEST A DISTANCE OF 43.70 FEET; THENCE SOUTH 66' 28' 05" WEST A DISTANCE OF 49.92 FEET TO A CORNER POINT OF SAID LOT 2; THENCE SOUTH 04' 35' 07" EAST ON THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 18.04 FEET; THENCE SOUTH 26' 04' 30" WEST A DISTANCE OF 49.92 FEET TO A CORNER POINT OF SAID LOT 2; THENCE SOUTH 04' 35' 07" EAST ON THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 59.41 FEET TO THE POINT OF BEGINNING, CONTAINING 9,358 SQUARE FEET, MORE OR LESS.





**ENGINEERING** 

PLANNING

· LAND SURVEYING

## Papillion Creek Watershed Partnership Applicant's Certification Form For Post-Construction Stormwater Management Plan

This certification form must be executed by the legal property owner (APPLICANT) and submitted with the PCSMP application package. The APPLICANT may submit the PCSMP application package or designate a representative to do so.

	APPLICANT INFO	RMATION	
Business Name	B Douglas Construction Solutions, LLC		
Business Phone	402-304-0971		
Alternate Phone			· · ·
Business Address	10327 Chandler Circle, Suite 200		
	City:LaVista	State:NE	Zip Code:68128
APPLICANT'S Name	Bryan Boyce		
APPLICANT'S Email	bryan@bdouglasconstruction.com		
Project # Assigned by APPLICANT (if applicable)			

Juster Civil Engineerin	Sorin Juster, P.E.	
Business Name 12708 Deer Creek Dri	Designer's Name sjuster@justercivilengir	
Address Omaha, NE 68142	Designer's Email 180601	
City, State, Zip 402-598-1171	Designer's Project #	
Business Phone #	Alternate Phone #	

Juster Civil Engineerir	Sorin Juster, P.E.
Business Name 12807 Deer Creek Dri	Inspector's Name sjuster@justercivilengir
Address Omaha, NE 68142	Inspector's Email 180601
City, State, Zip 402-598-1171	Inspector's Project #
Business Phone#	Alternate Phone #

#### **Certification Statement**

"I hereby request — as the legal property owner — to act as APPLICANT for the proposed project defined within the Post Construction Stormwater Management Plan Application and the associated supporting documentation completed by myself or the PCSMP Designer indicated below. Further, I certify, under penalty, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Bryan Boyce	
Print APPLICANT'S Name:	
APPLICANT'S Signature:	Date: