

COUNTER P C.E. P  
VERIFY P D.E. P  
PROOF P  
FEES \$ 106.00  
CHECK# 1028  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2019-16688

07/29/2019 12:35:14 PM

*Deb Houghtaling*  
COUNTY CLERK/REGISTER OF DEEDS



AGR



**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

*R+R  
Bryan Boyce  
10327 Chandler Cir.  
Ste 200  
La Vista, NE 68128*

## 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 called Gretna Office and Warehouse located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

**WHEREAS,** the Property Owner (whether one or more) is the owner of Lot 3, 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-20190504-4978-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 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.

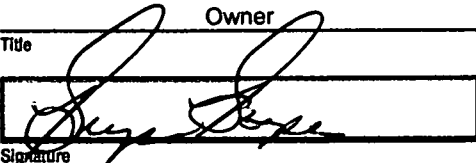
6. The Property Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or 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 this 02 day of March, 20 YY.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

<u>B Douglas Construction Solutions, LLC</u> Name of Individual, Partnership and/or Corporation	
<u>Bryan Boyce</u> Name	
<u>Owner</u> Title	 Signature

 Name of Individual, Partnership and/or Corporation	
 Name	
 Title	  Signature

 Name of Individual, Partnership and/or Corporation	
 Name	
 Title	  Signature

 Name of Individual, Partnership and/or Corporation	
 Name	
 Title	  Signature

**ACKNOWLEDGMENT**

NE )  
State

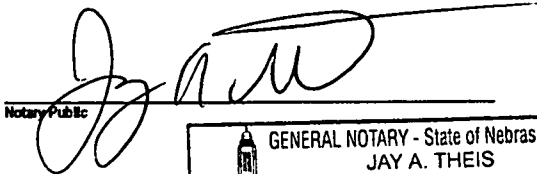
Sarpy )  
County

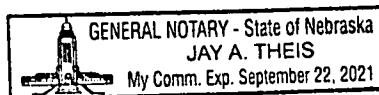
On this 9<sup>th</sup> day of JUN, 2019 before me, a Notary Public, in and for said County, personally came the above named:

Bryan Boyce, owner

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.

  
Notary Public



Notary Seal

## **Exhibit “A”**

**Insert Real Property Depiction**

Project No. EGA191031

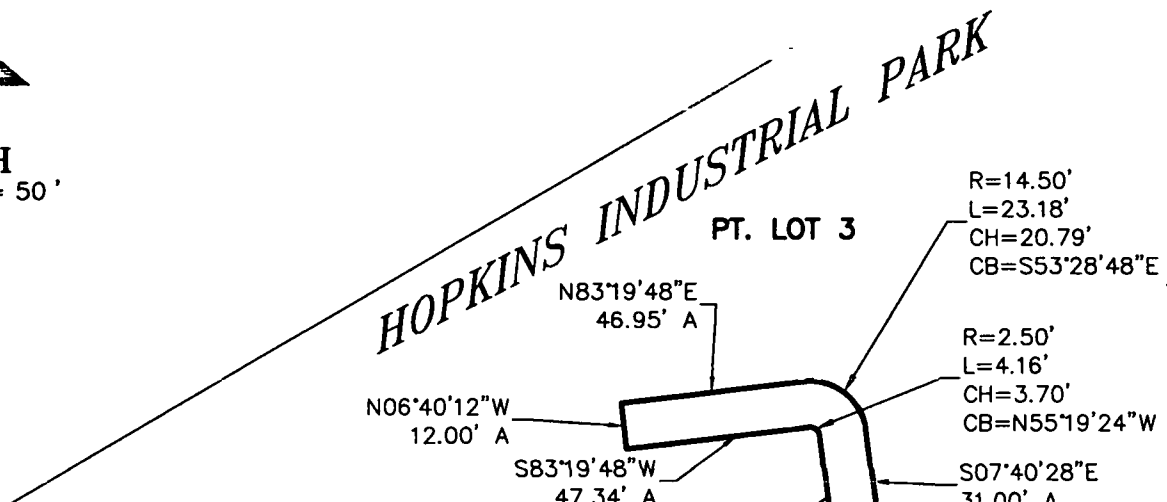
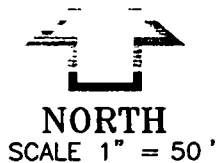
Exhibit "A"

Date: 6/14/2019

## DESCRIPTION & SKETCH

PART OF LOT 3, HOPKINS INDUSTRIAL PARK, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, HOPKINS INDUSTRIAL PARK; THENCE NORTH 87°22'39" EAST ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST GRUENTHER ROAD A DISTANCE OF 236.93 FEET; THENCE NORTH 82°19'32" EAST ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 23.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07°40'28" WEST A DISTANCE OF 31.00 FEET; THENCE ON A 2.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARING=N55°19'24"W, CHORD DISTANCE=3.70') AN ARC LENGTH OF 4.16 FEET; THENCE SOUTH 83°19'48" WEST A DISTANCE OF 47.34 FEET; THENCE NORTH 06°40'12" WEST A DISTANCE OF 12.00 FEET; THENCE NORTH 83°19'48" EAST A DISTANCE OF 46.95 FEET; THENCE ON A 14.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING=S53°28'48"E, CHORD DISTANCE=20.79') AN ARC LENGTH OF 23.18 FEET; THENCE SOUTH 07°40'28" EAST A DISTANCE OF 31.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST GRUENTHER ROAD; THENCE



## **Exhibit “B”**

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



OMA-20190504-4970

Total Site Area: 1.691 Ac.  
Total Disturbed Area: 1.691 Ac.  
Total Undisturbed Area: 0 Ac.  
Impervious Area before Construction: 0%  
Impervious Area after Construction: 65.9%%

1. General BMP information:

\* Modified Nebraska State Plain coordinate system

	... of the connecting pipes.	
2	Inspect the accumulation of oil and sediment. Remove oil and sedimentation if within 1' of the bottom of the connecting pipes.	Every 6 months 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. 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

.....

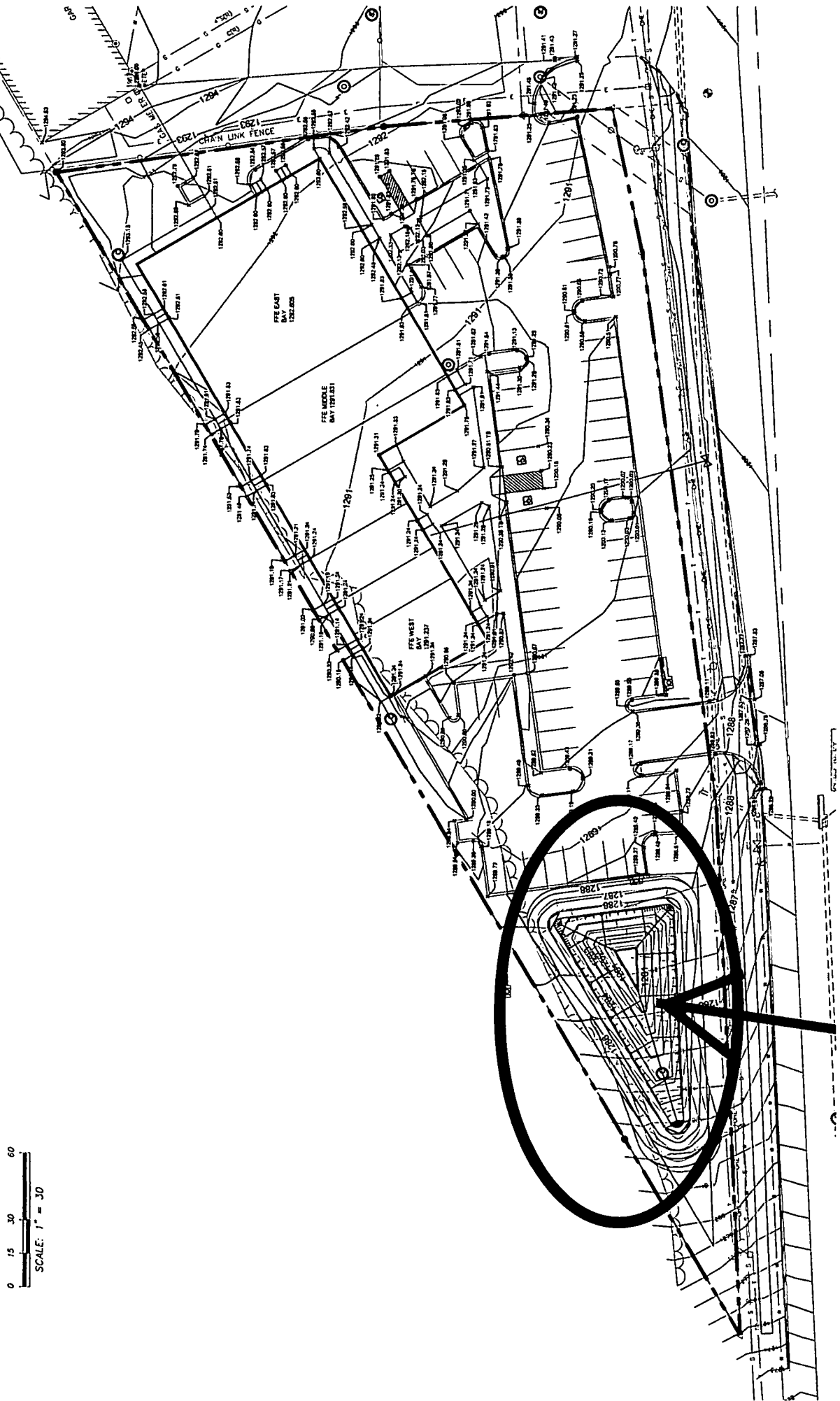
## **APPENDIX A**

### **Water Quality Treatment BMP Location**



0 15 30 60  
SCALE: 1" = 30'

CHICAGO, BURLINGT



## **APPENDIX B**

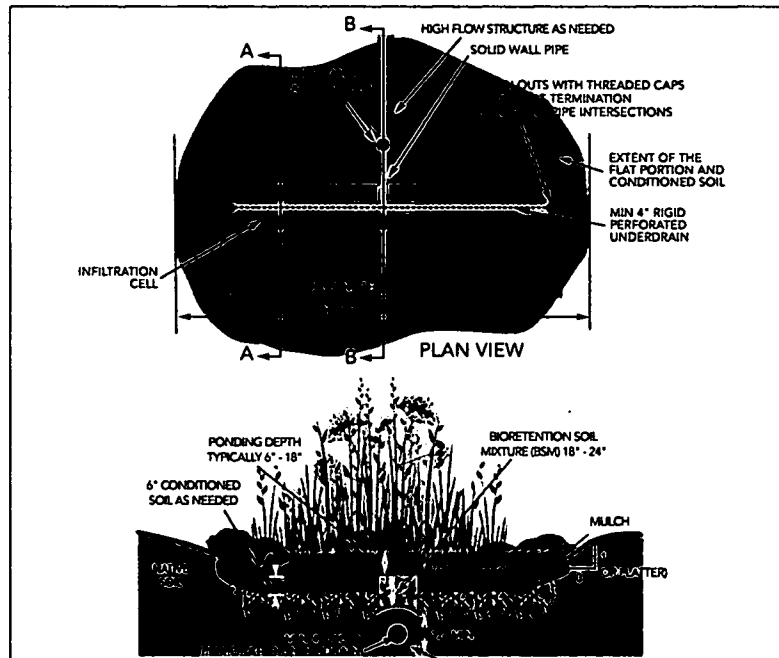
### **Detail Drawing of Bio-Retention Pond Structure**

## CONSTRUCTION ACTIVITIES & SCHEDULING

ACTIVITY	SCHEDULE
Install all BMPs needed and associated with the grading Phase such as stabilized construction entrances, silt basins, riser pipes, outlet pipes, silt traps, silt fence, diversion, terraces and etcetera.	Prior to any stripping of existing vegetation or grading.
Proceed with stripping of existing vegetation and grading in accordance with the grading plan, while disturbing no more than necessary.	After installing all BMPs needed and associated with the Grading Phase. Furthermore, INSPECTOR approval must be obtained before the start of any stripping of existing vegetation or grading.
Proceed with Infrastructure Installation.	Infrastructure installation must occur prior to any lot development.
Implement the installation of Temporary Seeding, Permanent Seeding and/or mulching.	Stabilization measures must be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
Implement the installation of all BMPs needed and associated with the Building Phase.	Building Phase BMPs must be installed concurrently with lot development.
Proceed with removal of BMPs.	BMPs may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavement, buildings, and utilities, landscaping, and fully established permanent seeding. Furthermore, INSPECTOR approval must be obtained before the removal of any BMPs.

## SITE INFORMATION

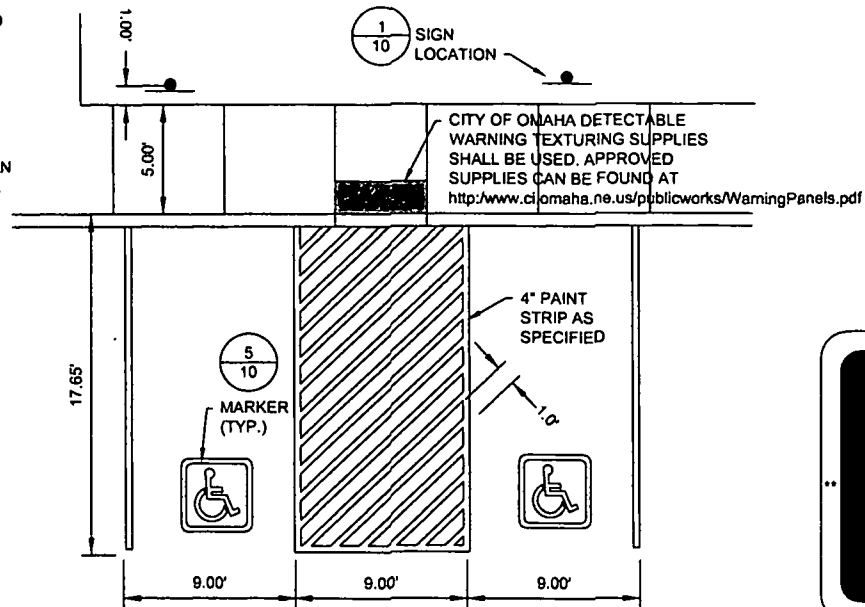
MAY 30, 2019 Estimated Start Date GRETN	OMA- PCWP Project Number	W GRUENT Address
GRETN		GRETN
OFFICE AND WAREHOUSE Project Name	S&ID #	City
Hopkins Industrial Park, Lot 3		NE
Subdivision Name	96.2422 W Longitude	State
41.1472 N Latitude		
	1.691	E:
TOTAL SITE AREA (ACRES)	1.691	C
DISTURBED AREA (ACRES)	0	FI
UNDISTURBED AREA (ACRES)		
IMPERVIOUS AREA BEFORE CONSTRUCTION (%)	0	R:
IMPERVIOUS AREA AFTER CONSTRUCTION (%)	65.9	R:



## APPLICANT SWPPP

B DOUGLAS CONSTRUCTION BUSINESS NAME	BRYAN@BDOUGLASCONSTRUCTION.COM REPRESENTATIVE'S EMAIL ADDRESS
BRYAN BOYCE REPRESENTATIVE'S NAME	10327 CHANDLER CIR, SUITE 200 ADDRESS
PROJECT # ASSIGNED BY APPLICANT	LA VISTA, NE CITY
APPLICANT SIGNATURE	DATE

I hereby agree to act as APPLICANT in association with this SWPPP. Furthermore, I certify un- information has been prepared under my direction or supervision in accordance with a system evaluated the information submitted; (2) that, I understand and agree to abide by the terms and Site Map (SWPPP-SM), the associated Storm Water Pollution Prevention Plan - Narrative (SW (www.GRETNapermix.com)); (3) that, to the best of my knowledge and belief information conta has been represented and warranted to conform to all applicable Standards, Criteria, Ordinanc Members, [b] Douglas County, [c] Sarpy County, [d] State of Nebraska, and [e] United States F for the creation of this SWPPP, (7) that, this SWPPP will be implemented as the first element c Members, Officers, Agents and Employees from all claims and demands of every nature and d personal injuries received and all property damage sustained; (9) that, I will retain the services inspection duties associated with this SWPPP through a contractual agreement; and (10) that

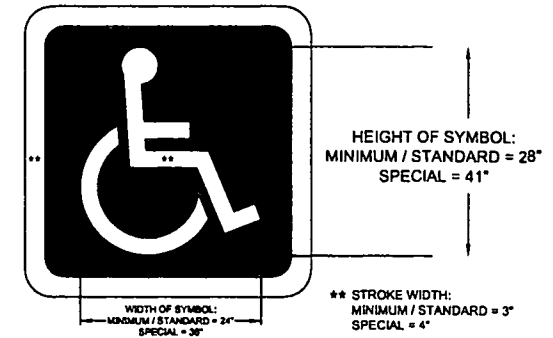


1  
15

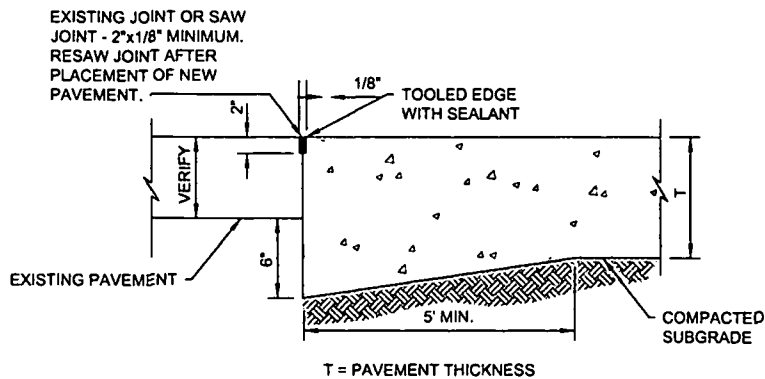
**HANDICAP PARKING SIGN**  
NOT TO SCALE

2  
15

**ACCESSIBLE PARKING STALL PLAN**  
NOT TO SCALE



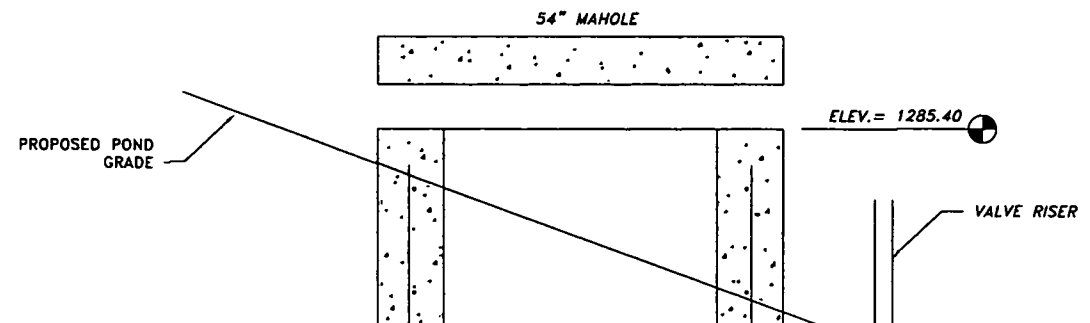
 **HANDICAP PARKING SPACE MARKER**  
NOT TO SCALE



5  
X

THICKENED EDGE DETAIL

NOT TO SCALE



BEARING AREA OF BLOCKING IN SQ. FT.					
FITTING SIZES	TEES & DEAD ENDS	90° BENDS	45° BENDS	22½° BENDS	11½° BENDS



# **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 INFORMATION			
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)			

PCSMP DESIGNER	
Juster Civil Engineer	Sorin Juster, P.E.
Business Name	Designer's Name
12708 Deer Creek Drive	sjuster@justercivilengr
Address	Designer's Email
Omaha, NE 68142	190201
City, State, Zip	Designer's Project #
402-598-1171	
Business Phone #	Alternate Phone #

CONSTRUCTION INSPECTOR	
Juster Civil Engineer	Sorin Juster, P.E.
Business Name	Inspector's Name
12807 Deer Creek Drive	sjuster@justercivilengr
Address	Inspector's Email
Omaha, NE 68142	190201
City, State, Zip	Inspector's Project #
402-598-1171	
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: