

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2017-24033

10/03/2017 4:28:02 PM

Floyd J. Dowling

REGISTER OF DEEDS



COUNTER JS C.E. JS
VERIFY JS D.E. JS
PROOF 484
FEES \$ 52.00
CHECK # _____
CHG. _____ CASH 52.00
REFUND _____ CREDIT _____
SHORT _____ NCR _____

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

ASPEN CREEK ELEMENTARY SCHOOL

Return To: Dr. Kevin Riley
Superintendent
Gretna Public Schools
11717 South 216th Street
Gretna NE 68028

red
DLR Group

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

WHEREAS, Sarpy County School District #37 (hereinafter referred to as "the Property Owner") recognizes that storm water management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Aspen Creek Elementary School located in the jurisdiction of the City of Gretna, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Gretna (hereinafter referred to as "the City") requires 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, PCSMP GRE20170224-3789-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 Gretna 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 Gretna 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 qualified professional at least annually to ensure that it is operating properly.
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 Gretna 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

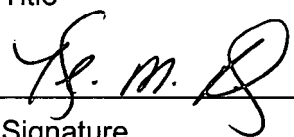
whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

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 time frame allowed in the issuance of written notice, 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 Gretna or its designee in its sole discretion, the City of Gretna 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 Gretna or its designee deems necessary. The City of Gretna or its designee shall then recover from the Property Owner any and all costs the City of Gretna expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the City of Gretna or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Gretna 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 the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
6. The Property Owner shall not obligate the City of Gretna to maintain or repair the facility or facilities, and the City of Gretna 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 or the City. 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. 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.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Gretna to enforce any of its ordinances as authorized by law.
9. In case the ownership of the property transfers, the current Property Owner shall, within 30 working days of transfer of ownership, notify the City of Gretna Public Works Department of such ownership transfer. If the current owner fails to notify the City of Gretna Public Works Department of ownership transfer, the responsible party in this agreement will remain liable for all storm water management costs and maintenance.

10. 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 Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner(s) has / have executed this agreement this 8th day of March, 2017

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

<p>Sarpy County School District #37</p> <hr/> <p>Name of Individual, Partnership, and/or Corporation</p> <p>Dr. Kevin Riley</p> <hr/> <p>Name</p> <p>Superintendent</p> <hr/> <p>Title</p>  <hr/> <p>Signature</p>
--

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 8 day of March, 2017 before me, a Notary Public, in and for said County, personally came the above named:

Dr. Kevin Riley, Superintendent of Gretna Public Schools.

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.

Sarah A. Roarty
Notary Public



Notary Seal

Exhibit "A" Real Property Depiction

PROJECT INFORMATION

Legal Description: IRREG SOUTHEASTERLY 24.31 AC OF TAX LOT 4 29-14-11 (24.31 AC)
Property Address: 10325 S. 188th Street, Omaha, NE 68136
Subdivision Name: Aspen Creek
Section: NW 1/4 S29 - T14N - R11E

APPLICANT INFORMATION

Business Name:	Gretna Public Schools
Business Address:	11717 South 216 th Street, Gretna NE 68028
Representative's Name:	Dr. Kevin Riley, Superintendent
Representative's Phone Number:	402.332.3265

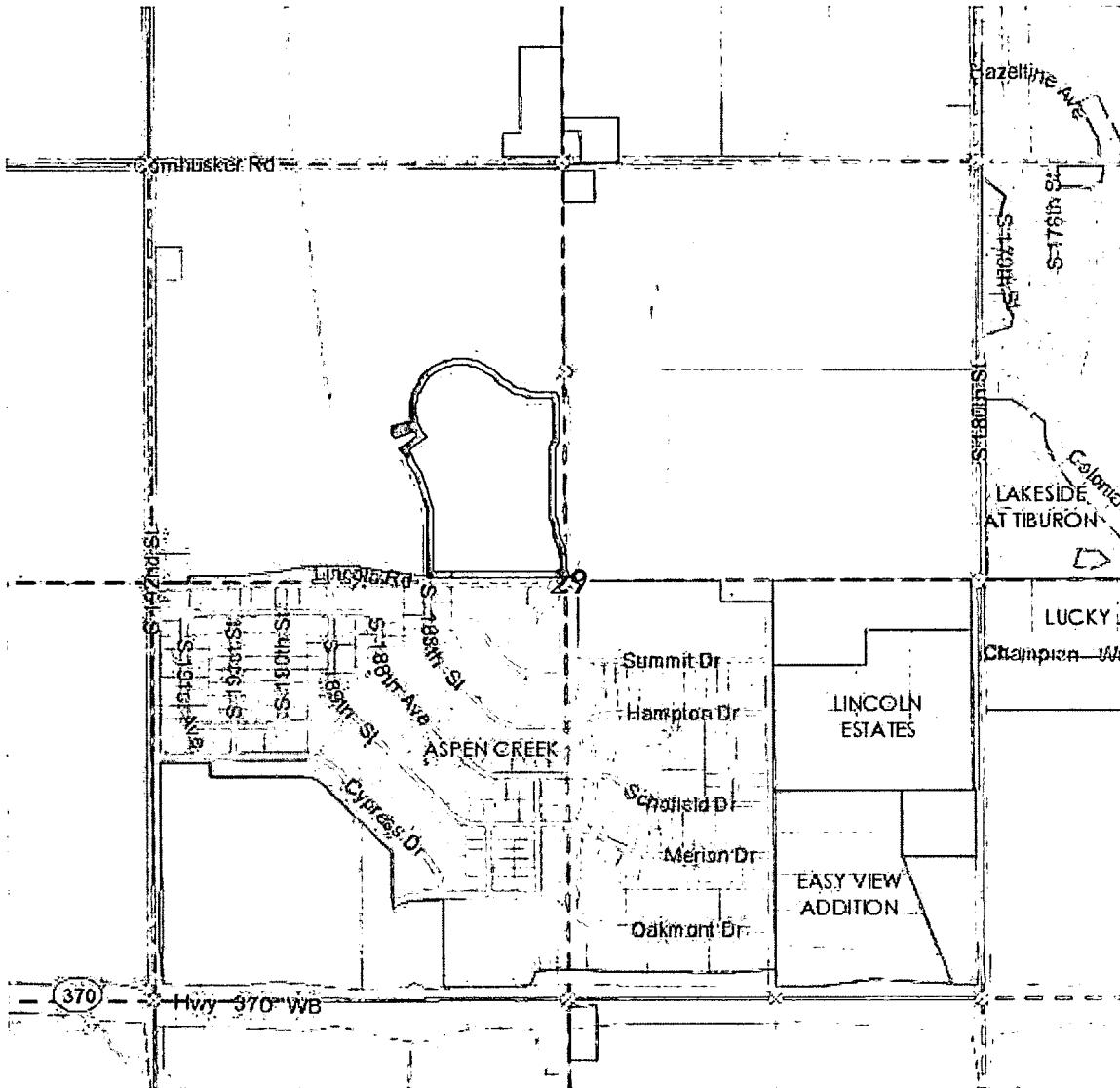


Exhibit “B” BMP Maintenance Requirements

Name & Location

Project Name: Aspen Creek Elementary School
Addresses: 10325 S. 188th Street, Omaha, NE 68136
PCSMP Permit #: GRE-20170224-3789-P

Site Data

Total Site Area: 24.3 Acres Total Disturbed Area: 24.3 Acres

BMP Information - See Exhibit B-1 Site Map

BMP ID	Type of BMP	Latitude/Longitude
BMP-1 (Dry Det. Basin)	Extended Dry Detention Basin	41°09'26" N 96°12'10" W
BMP-2 (Dry Det. Basin)	Extended Dry Detention Basin	41°09'27" N 96°12'20" W

Routine Maintenance Tasks and Schedule

BMP Type (Extended Dry Detention Basin)	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed
Remove accumulated sediment	As needed

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City of Gretna upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Storm Water 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.

