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PROOF \_\_\_\_\_  
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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2011-11982

05/10/2011 12:04:49 PM

*Lloyd J. Dowding*

REGISTER OF DEEDS



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

**WHEREAS**, Sarpy County School District 77-0037, commonly known as Gretna Public Schools (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 Gretna Public Schools Bus Barn Addition and Site Paving, located at 21710 Schram Road in the jurisdiction of the City of Gretna, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner is the Owner of the Gretna Public Schools Bus Barn Addition and Site Paving, described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of Gretna (hereinafter referred to as "the City") requires the Property Owner, and its successors, and 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 GRE20110426-250-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, at the time the new Bus Barn Addition and Site Paving is constructed, in accordance with the PCSMP, which has been reviewed and accepted by the City or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements," attached hereto as Exhibit "B", which have been reviewed and accepted by the City 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 BMP Maintenance Requirements 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 by the Property Owner for a period of not less than five (5) years and available for review by the City.
3. The Property Owner shall construct and operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance

Requirements accepted by the City or its designee, for so long as the Property Owner owns the facility.

4. The Property Owner, its successors, and 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 reasonably necessary. The City shall provide the owner written copies of the inspection findings and a written directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 14 calendar days from the date of the City's written directive, 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 or intentional acts during such entry upon the Property.
5. The Property Owner, or the successor owner of the facilities, as applicable, agrees that should it fail to correct any defects in the facility or facilities within a 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 or its designee in its reasonable discretion, the City or its designee is authorized to enter the Property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems reasonably necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operations deficiencies done in accordance with this paragraph 5, subject to the provision relating to indemnification of the Property Owner due to the negligent or intentional acts by the City. Failure to pay the City or its designee all of its expended costs, after sixty (60) days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay.

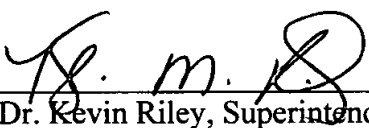
6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its successors, or assigns, hereby indemnifies and holds harmless the 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 improper construction 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 such claim is due to the negligence or intentional acts of the City, in which event the City shall be required to defend any such suit at its own expense. If any claims are made against both the City 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 and recovery against such party 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 or intentional act of the City.

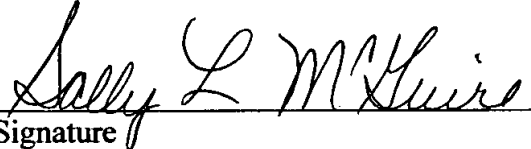
- 8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- 9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its successors, and assigns, and any other successors in interest, provided, in the event the Property Owner sells or conveys the property, the Property Owner shall be relieved of any further obligation due, except for liabilities that accrued prior to such sale or conveyance.

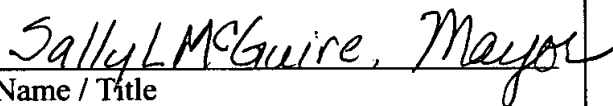
IN WITNESS WHEREOF, the Property Owner and City have executed this agreement this 6<sup>th</sup> day of May, 2011

SARPY COUNTY SCHOOL DISTRICT  
 77-0037, A/K/A GRETNA PUBLIC  
 SCHOOLS, PROPERTY OWNER

  
 \_\_\_\_\_  
 Dr. Kevin Riley, Superintendent of Schools

CITY OF GRETNA, SARPY COUNTY,  
 NEBRASKA,

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Name / Title

**ACKNOWLEDGMENT**

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY     )

On this   6   day of   May  , 2011 before me, a Notary Public, in and for said County, personally came the above named Dr. Kevin Riley, Superintendent of Schools, Gretna Public Schools, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the execution of this instrument to be his/her 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

# Exhibit "A"

## Property Legal Description:

**Lot 1, School Addition II, A Subdivision Platted and Recorded in Sarpy County, Nebraska. Said Lot is located in the Southeast 1/4, of Section 35, Township 14 North, Range 10 East of the 6<sup>th</sup> P.M.**



Scale 1" = 400'

# Exhibit "B"

## BMP Maintenance Plan - Gretna Public Schools Bus Barn Addition and Site Paving

### I. General Information

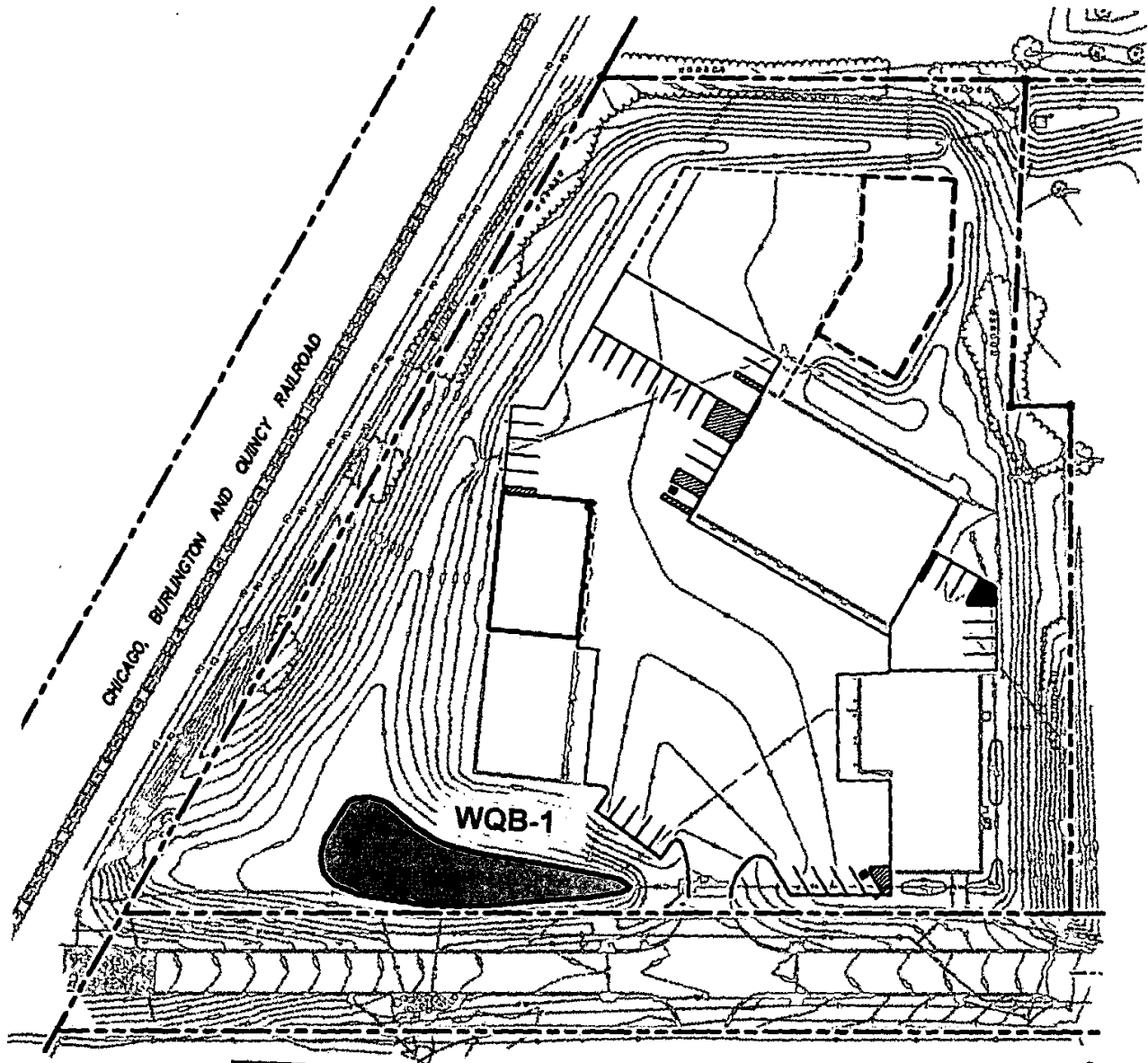
Name  
Water Quality Basin

Identifier  
WQB-1

Latitude / Longitude  
41°07'57" N / 96°15'22" W

### II. BMP Site Location Map

Scale 1" = 100' (approx)



Parcel ID: 011039787  
Section 35, T14N, R10E  
Owners Name: Gretna Public Schools  
Owners Address: 11717 S. 216<sup>th</sup> St, Gretna, NE 68028  
Property Address: 21710 Schram Rd, Gretna, NE 68028

**Routine Maintenance Tasks and Schedule****Water Quality Basin Maintenance Tasks and Schedule**

<b>Task</b>	<b>Schedule</b>
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
Forebay Inspection and Cleanout	Monthly – Remove sediment every 7 years or when sediment volume exceeds 50% of storage volume
Check Pond Depth	Annually – Remove sediment as needed
Remove Woody Vegetation Along Embankment	Annually
Inspect for Structural Damage	Annually
Inspect, Exercise all Mechanical Devices	Annually
Repair Broken Pipes	As Needed
Replace Rip Rap that has been Choked with Sediment	As Needed
Security	As Needed

**IV. Maintenance Inspection Reports**

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance 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 or qualified professional.