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Deb Houghtaling

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COUNTY CLERK/REGISTER OF DEEDS

By: LM

Submitter: THOMPSON, DREESSEN, & DORNER,

S-File



AGR

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, LKM Investments, LLC., recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Plambeck Addition located in the jurisdiction of Sarpy County, in Sarpy County, Nebraska; and,

WHEREAS, LKM Investments, L.L.C. (hereinafter referred to as “the Property Owner”) is the owner of **Plambeck Addition**, (hereinafter referred to as “the Property”), and,

WHEREAS, Sarpy County (hereinafter referred to as “the County”) 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 County require that the facilities be constructed and maintained on the property, and,

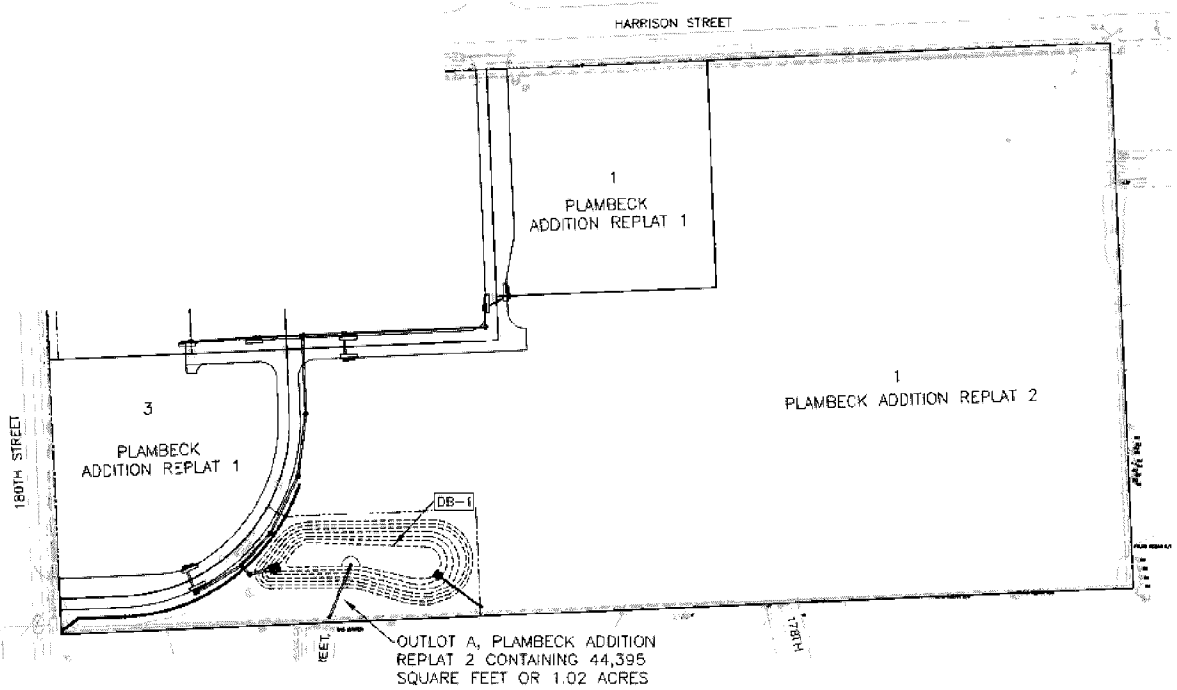
WHEREAS, the Post Construction Stormwater Management Plan, **SAR-2018021-4657-P**, (hereinafter referred to as “PCSMP”), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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 Sarpy County 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 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 County.

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 Sarpy County or its designee
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. The County shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The County 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 County shall provide notice prior to entry. The County shall indemnify and hold the Property Owner harmless from any damage by reason of the County'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 Sarpy County or its designee in its sole discretion, Sarpy County or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as Sarpy County or its designee deems necessary. Notwithstanding the foregoing, the County shall indemnify and hold the Property Owner harmless from any damage by reason of the County's negligent acts during such entry upon the property.
 Sarpy County or its designee shall have the right to recover from the Property 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 negligence or intentional acts of the County. 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 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 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.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the County 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 County, its authorized agents or employees, the County shall promptly notify the Property Owner and the Property Owner shall defend at

Exhibit "A"



Project Information

Legal Description: Outlot A, Plambeck Addition Replat 2, Sarpy
County, Nebraska

Subdivision Name: Plambeck Addition Replat 2

Section: 16-T14N-R11

Applicant Information

Business Name: LKM Investments, L.L.C.

Business Address: 6214 California St.
Omaha, NE 68132

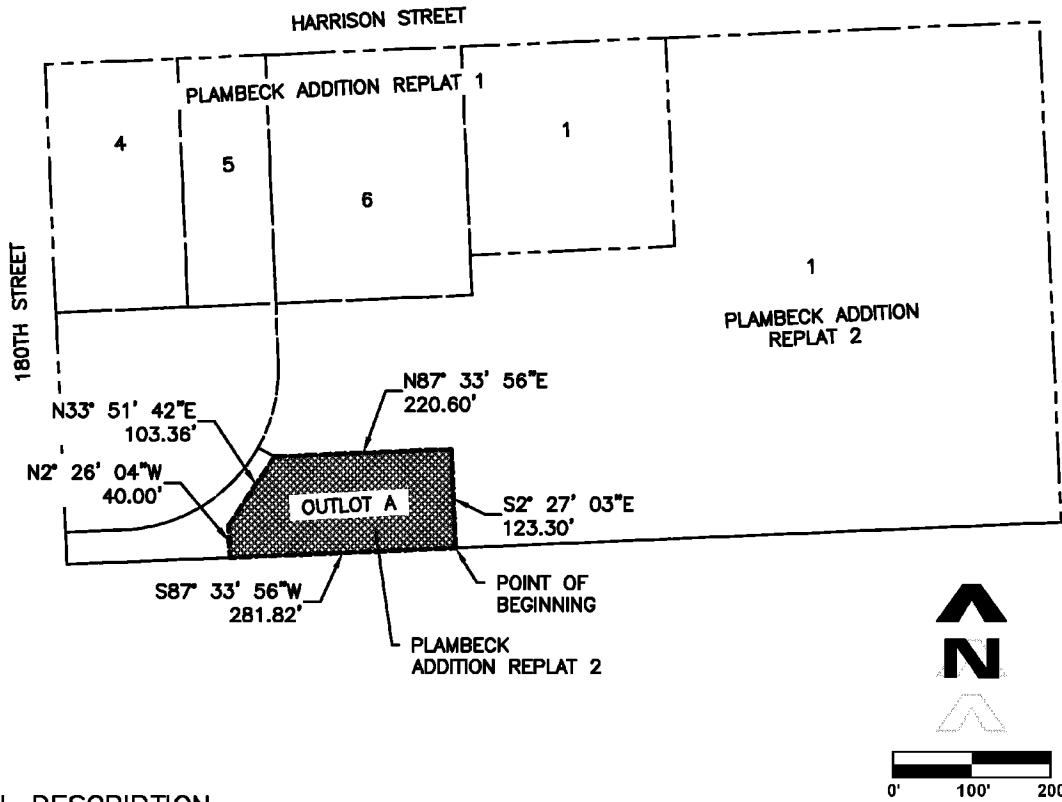
Representatives Name: Mr. Michael Earl

Representative's Email: mearl@lundco.com

Representative's Phone: 402-393-8811

BMP Information

Name	Identifier	Latitude/Longitude
Detention Basin	DB-1	N 41.189024°, W 96.195339°



LEGAL DESCRIPTION

THAT PART OF OUTLOT A, PLAMBECK ADDITION REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID OUTLOT A;

THENCE S87°33'56"W (ASSUMED BEARING) 281.82 FEET ALONG SOUTH LINE OF SAID OUTLOT A;

THENCE N2°26'04"W 40.00 FEET;

THENCE N33°51'42"E 103.36 FEET;

THENCE N87°33'56"E 220.60 FEET ALONG NORTH LINE OF SAID OUTLOT A;

THENCE S2°27'03"E 123.30 FEET ALONG EAST LINE OF SAID OUTLOT A TO THE POINT OF BEGINNING.

Exhibit "B"

BMP Maintenance Plan Plambeck Addition Replat 2 Outlot A, Plambeck Addition Replat 2 Omaha, NE 68136

SAR-2018021-4657-P

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
DB-1	See Exhibit 'A'	See Exhibit 'A-1'

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

Detention Basin Maintenance Tasks and Schedule	
Task	Schedule
Trash/Debris Removal	Monthly
Inspect for Damage	Monthly
Repair any Damages	As Needed

IV. Maintenance Inspection Reports. Annual maintenance inspection reports must be commissioned by the property owner and provided to the County upon request. The first report shall be conducted 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. 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.