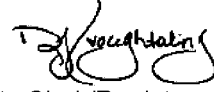


COUNTER PM  
VERIFY PM  
FEES \$ 58.00  
CHG SFILE  
SUBMITTED THOMPSON, DREESSEN, & DORNER.

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2019-17196**

2019 Aug 02 10:28:30 AM



County Clerk/Register of Deeds  
Deb Houghtaling



## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

**WHEREAS, Sanitary & Improvement District No. 332** recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called **Founders Ridge** located in the jurisdiction of the City of Papillion, Sarpy County, Nebraska; and,

**WHEREAS, Sanitary & Improvement District No. 332** (hereinafter referred to as “the Property Owner”) is the owner of **Founders Ridge**, (hereinafter referred to as “the Property”), and,

**WHEREAS,** the City of Papillion (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, **PAP-20180226-4465-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 Papillion 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 Papillion 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 Papillion 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 Papillion or its designee in its sole discretion, the City of Papillion 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 Papillion 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 Papillion or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Papillion 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 City. Failure to pay the City of Papillion or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Papillion 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 Papillion to maintain or repair the facility or facilities, and the City of Papillion 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 Papillion 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 Papillion 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 administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 24 day of JULY, 2019.

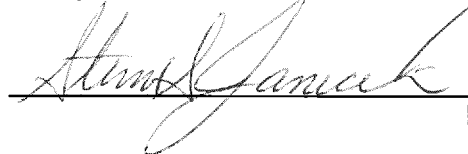
**Sanitary & Improvement District No. 332**

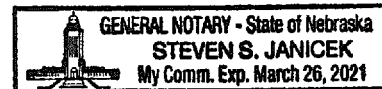
By:   
 Mr. Dennis Van Moorlegem, Chairman

STATE OF Nebraska )  
 ) ss.  
 COUNTY OF Sarpy )

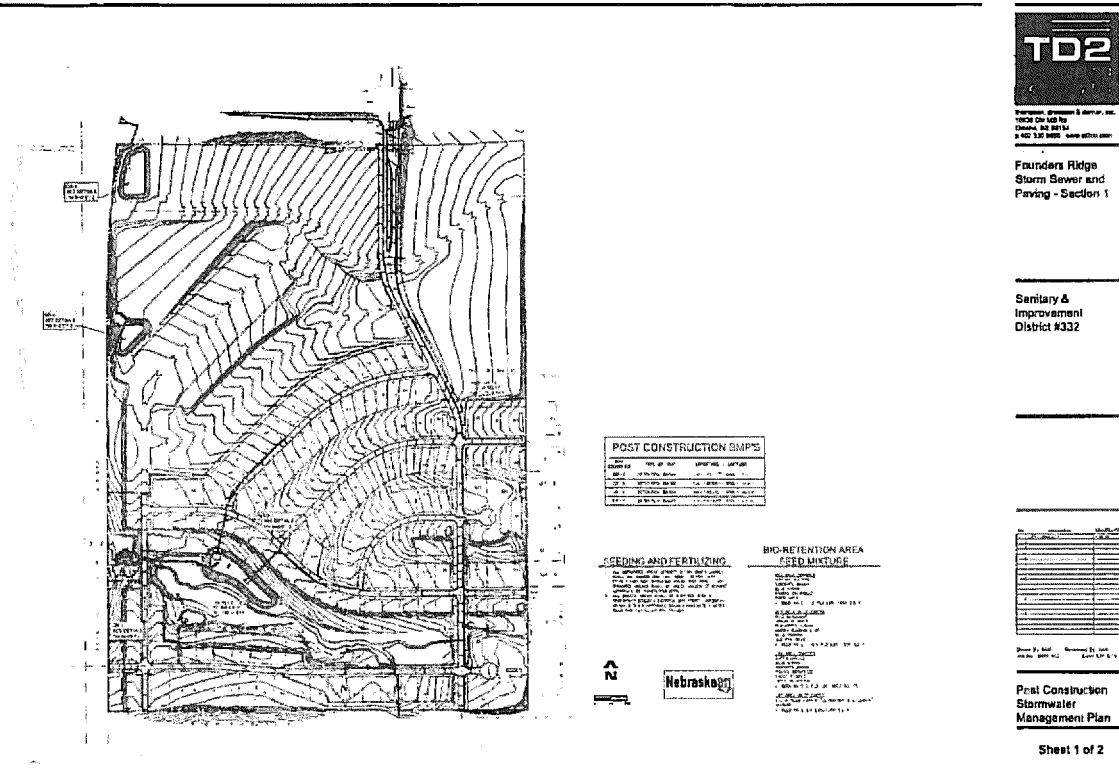
On this 24 day of July, 2019 before me, a Notary Public, in and for said County, personally came the above named: Mr. Dennis Van Moorlegem, Chairman, Sanitary and Improvement District No. 332, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

  
 Notary Public



# Exhibit "A"



## Project Information

Legal Description: Outlots A and B, Founders Ridge, a Subdivision in Sarpy County, Nebraska  
 And  
 Part of Tax Parcel #010479872 in Sarpy County, Nebraska

Subdivision Name: Founders Ridge  
 Section: 31-T14N-R12E

## Applicant Information

Business Name: Sanitary & Improvement District No. 332  
 Business Address: 7002 S 131<sup>st</sup> Ave  
 Omaha, NE 68138

Representatives Name: Mr. Dennis Van Moorleghem, Chairman  
 Representative's Email: denny@regencyhomesomaha.com  
 Representative's Phone: 402-895-9200

**BMP Information**

<b>Name</b>	<b>Identifier</b>	<b>Latitude/Longitude</b>
Detention Basin 1	DB-1	N 41.141547°, W -96.112475°
Detention Basin 2	DB-2	N 41.140983°, W -96.113161°
Detention Basin 3	DB-3	N 41.146292°, W -96.114053°
Detention Basin 4	DB-4	N 41.144425°, W -96.114328°

# Exhibit "B"

**BMP Maintenance Plan  
Sanitary & Improvement District No. 332, Founders Ridge  
S 126<sup>th</sup> St and Highway 370  
Papillion, NE 68046**

**PAP-20180226-4465-P**

I. GENERAL BMP INFORMATION

<b>BMP ID Name</b>	<b>Location</b>	<b>Legal Description</b>
DB-1	See Exhibit 'A-1'	See Exhibit 'A-1'
DB-2	See Exhibit 'A-1'	See Exhibit 'A-1'
DB-3	See Exhibit 'A-2'	See Exhibit 'A-2'
DB-4	See Exhibit 'A-3'	See Exhibit 'A-3'

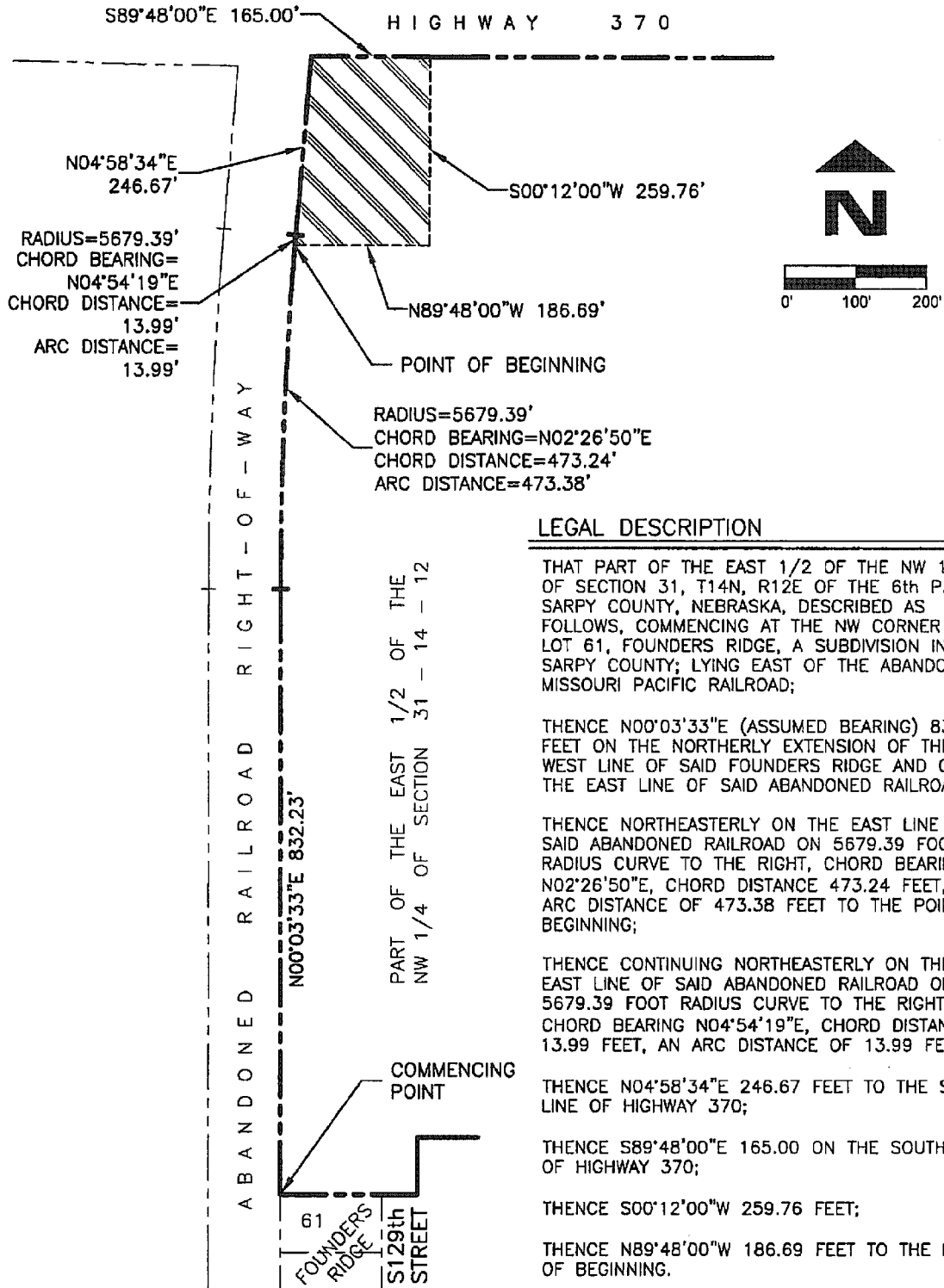
II. BMP SITE LOCATION MAP  
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

<b>Detention Basin Maintenance Tasks and Schedule</b>	
<b>Task</b>	<b>Schedule</b>
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 City 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.





**LEGAL DESCRIPTION**

THAT PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 31, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF LOT 61, FOUNDERS RIDGE, A SUBDIVISION IN SAID SARPY COUNTY; LYING EAST OF THE ABANDONED MISSOURI PACIFIC RAILROAD;

THENCE N00°03'33\"E (ASSUMED BEARING) 832.23 FEET ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID FOUNDERS RIDGE AND ON THE EAST LINE OF SAID ABANDONED RAILROAD;

THENCE NORTHEASTERLY ON THE EAST LINE OF SAID ABANDONED RAILROAD ON 5679.39 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N02°26'50\"E, CHORD DISTANCE 473.24 FEET, AN ARC DISTANCE OF 473.38 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHEASTERLY ON THE EAST LINE OF SAID ABANDONED RAILROAD ON A 5679.39 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N04°54'19\"E, CHORD DISTANCE 13.99 FEET, AN ARC DISTANCE OF 13.99 FEET;

THENCE N04°58'34\"E 246.67 FEET TO THE SOUTH LINE OF HIGHWAY 370;

THENCE S89°48'00\"E 165.00 ON THE SOUTH LINE OF HIGHWAY 370;

THENCE S00°12'00\"W 259.76 FEET;

THENCE N89°48'00\"W 186.69 FEET TO THE POINT OF BEGINNING.

**TD2**  
engineering & surveying

Job Number: 245-185-EX2  
thompson, dresden & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2cc.com

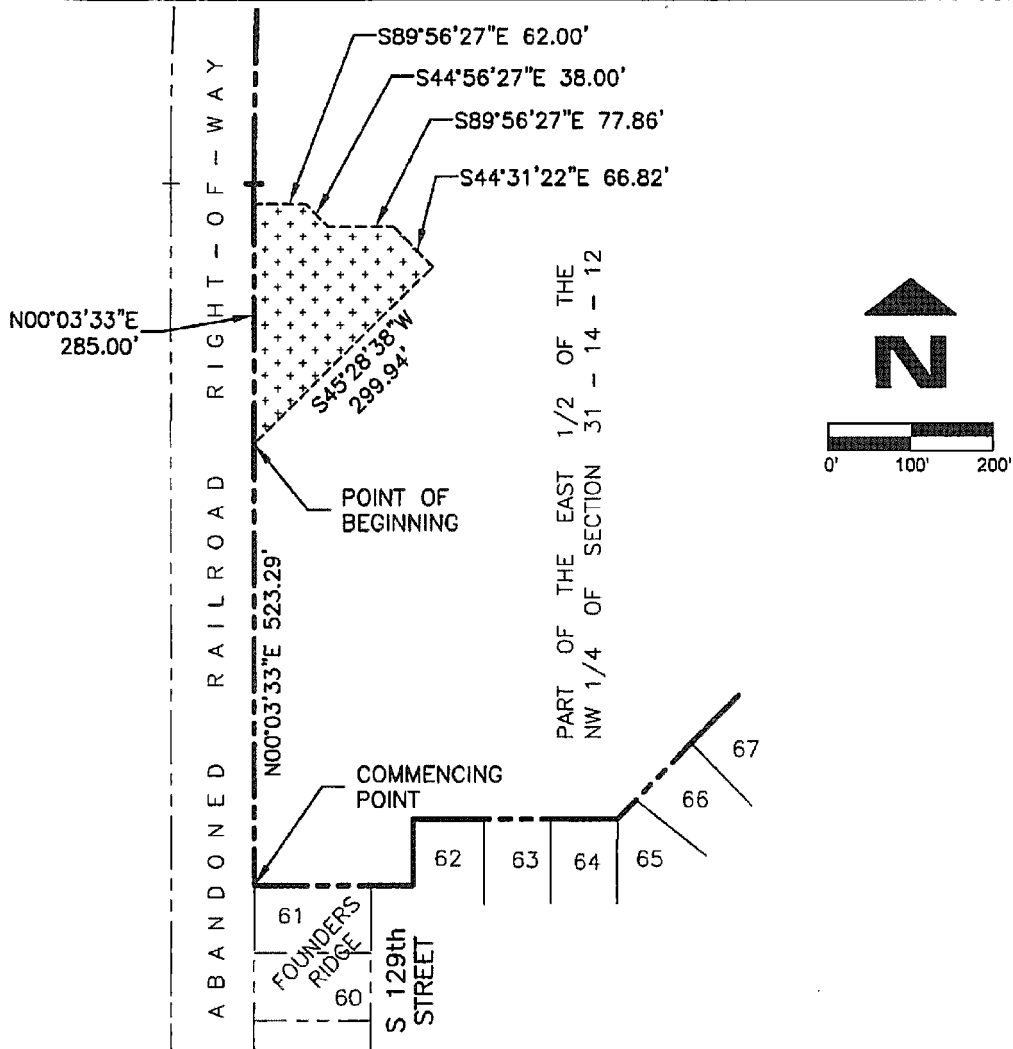
Date: JULY 10, 2019  
Drawn By: RJR  
Reviewed By: JDW  
Revision Date:

**EXHIBIT "A-2"**

FOUNDERS RIDGE, LLC

Book  
Page





**LEGAL DESCRIPTION**

THAT PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 31, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF LOT 61, FOUNDERS RIDGE, A SUBDIVISION IN SAID SARPY COUNTY; LYING EAST OF THE ABANDONED MISSOURI PACIFIC RAILROAD;

THENCE N00°03'33"E (ASSUMED BEARING) 523.29 FEET ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID FOUNDERS RIDGE AND ON THE EAST LINE OF SAID ABANDONED RAILROAD TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°03'33"E 285.00 FEET ON THE EAST LINE OF SAID ABANDONED RAILROAD;

THENCE S89°56'27"E 62.00 FEET; THENCE S44°56'27"E 38.00 FEET;

THENCE S89°56'27"E 77.86 FEET; THENCE S44°31'22"E 66.82 FEET;

THENCE S45°28'38"W 299.94 FEET TO THE POINT OF BEGINNING.

	Job Number: 245-185-EX3 thompson, dresden & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: JULY 10, 2019 Drawn By: RJR Reviewed By: JDW Revision Date:	<h1>EXHIBIT "A-3"</h1> <p>FOUNDERS RIDGE, LLC</p>	Book Page
	FOUNDER'S RIDGE, LLC			