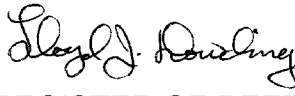



COUNTER_PM
VERIFY_PM
FEES \$ 40.00
CHG_SFILE
SUBMITTED THE SCHEMMER ASSOCIATES

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2015-23529
2015 Sep 23 02:04:31 PM

REGISTER OF DEEDS


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

WHEREAS, SGTS LLC recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Papillion Warehouse located in the jurisdiction of the City of Papillion, Sarpy County, Nebraska; and,

WHEREAS, SGTS LLC is the owner (hereinafter referred to as “the Owner”) of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as “the Property”, and,

WHEREAS, the City of Papillion (hereinafter referred to as “the City”) requires and the Property Owner, or 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, Papillion Warehouse, PAP-20150902-3240-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 shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Papillion or its designee.
2. The 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 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 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 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 Owner harmless from any damage by reason of the City's negligent during such entry upon the property.

The City of Papillion or its designee shall have the right to recover from the 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 negligent 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 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 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 Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the 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 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 Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

- 8. The 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 16th day of SEPTEMBER, 2015.

SGTS LLC

Domestic LLC

By: _____

Ram Hingorani, Manager

State of Nebraska)
)ss.
 County of Sarpy)

The foregoing agreement was acknowledged before me this 16th day of September, 2015 by Ram Hingorani, Manager of SGTS LLC, A Domestic LLC

Carla B. Plum
 Notary Public

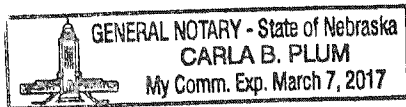


Exhibit "A"

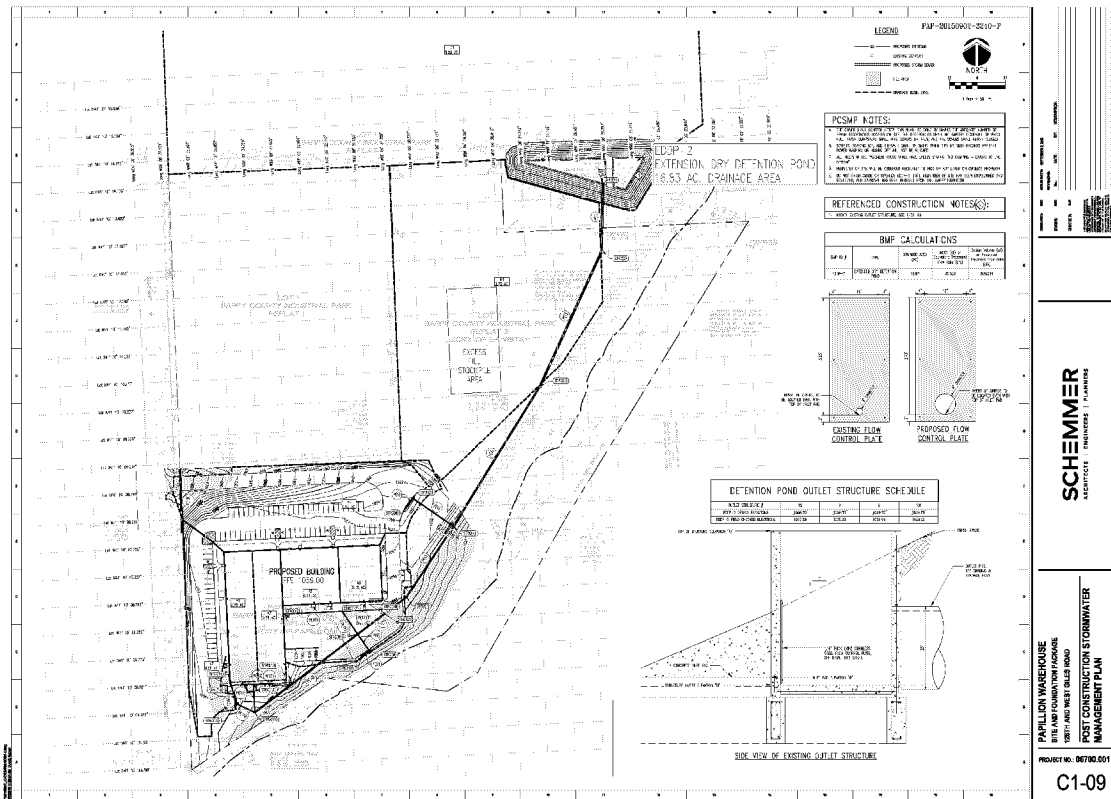


Exhibit “A1”

Project Information

Legal Description: Part of Lot 2 Sarpy County Industrial Park Replat 1 and
Lot 2 Sarpy County Industrial Park Replat 3

Property Address: 9121 S. 126th Street
Papillion, NE 68046
Subdivision Name: Sarpy County Industrial Park
Section: NE 19 T14N R12E

Applicant Information

Business Name: SGTS LLC
Business Address: 8719 S. 135th Street
Omaha, NE 68138
Representatives Name: Ram Hingorani
Representative’s Email: rhingorani@midwest-co.com
Representative’s Phone: 402-537-3077

Exhibit “B”

**BMP Maintenance Plan
Papillion Warehouse
Papillion, NE 68046
PAP-20150902-3240-P**

I. General BMP Information

Name	Location	Legal Description
Extended Dry Detention Pond	See Exhibit A	See Exhibit A1

II. BMP Site Location Map (See Exhibit A)

III. Routine Maintenance Tasks and Schedule

BMP Type (Extended Dry Detention Pond)	
Task	Schedule
Inspect for accumulation of trash, leaves, and other debris and remove as required	Weekly during mowing season (March – October)
Inspect after rainfall events to determine if system is draining properly	After rainfall events of 1” per 24 hour period or greater
Remove weeds and maintain plantings	Monthly during mowing season (March – October)
Remove and Replace Amended Soil	As Needed (When evidence of plugging is apparent) (if applicable)

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 inspections reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.