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NOV 16 2015 10:17 P 7

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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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2015096593

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Nichol Flats LLC recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called **Nichol Flats**, located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, Nichol Flats LLC (hereinafter referred to as “the Property Owner”) is the owner of **Nichol Flats** (Exhibits A and A1), (hereinafter referred to as “the Property”), and,

WHEREAS, the City of Omaha (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, **OMA-20140307-950-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 Omaha 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 Omaha 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 Omaha 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 Omaha or its designee in its sole discretion, the City of Omaha 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 Omaha 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 Omaha or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Omaha 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 Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha 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 Omaha to maintain or repair the facility or facilities, and the City of Omaha 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 Omaha 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 Omaha to enforce any of its ordinances as authorized by law.

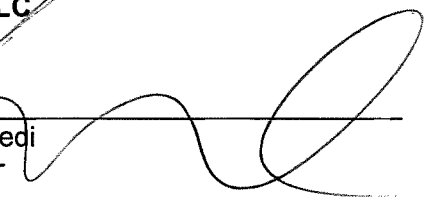
9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 10th day of November, 2015.

Nichol Flats LLC

By:

Kirt Trivedi
Member



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of NOV, 2015 before me, a Notary Public, in and for said County, personally came the above named: Kirt Trivedi, Member, Nichol Flats LLC, 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.

Andrea Holmstedt
Notary Public

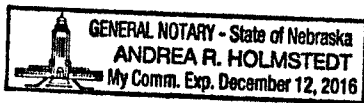


EXHIBIT "A"

Project Information

Legal Description: Lot 6, Model-T Plaza
 Address: 1510 North 16th Street
 Subdivision Name: Model-T Plaza
 Section: 15-15-13

Applicant Information

Business Name: Nichol Flats LLC
 Business Address: PO Box 3847
 Omaha, Nebraska 68103
 Representatives Name: Kirt Trivedi
 Representative's Email: ktrivedi@trivedi-inc.com
 Representative's Phone: (402) 933-6959

BMP Information

Name	Identifier	Latitude/Longitude
Stormtech Chambers	ST-1	N 41.269889°, W 95.936083°

POST CONSTRUCTION BMP'S

SEEDING AND FERTILIZING

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN PROJECT INFORMATION

PROJECT NAME	1510 NORTH 16TH STREET APARTMENT BUILDING
DATE	08/14/2014
DRAWN BY	TD2 ENGINEERING & SURVEYING
CHECKED BY	
APPROVED BY	

TD2
ENGINEERING & SURVEYING

Nichol Flats

Anant Enterprises

Post Construction Storm Management Plan

OMA20140307-950-P1
SHEET 1 OF 2
OMA20140207-1593-2

C6.0

Exhibit "B"

**BMP Maintenance Plan
Nichol Flats
Lot 6, Model-T Ford Plaza
1510 North 16th Street
OMAHA, NE 68102**

OMA20140307-950-P

I. GENERAL BMP INFORMATION

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

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

ST-1: StormTech® Isolator™ Row

Inspection and Cleaning Cycle:

Inspections shall begin immediately after construction is completed and thereafter on a bi-annual basis until an understanding of the sites characteristics is developed whereas the inspection manager and owner can then revise the inspection schedule based on experience or local requirements.

Inspection and Maintenance Instructions:

To inspect the StormTech® Isolator™ Row for sediment, first remove the cover from the manhole at the end of the Isolator Row (note that there is a manhole located at either end of the Isolator Row). Using a flashlight, inspect down Isolator Row through the outlet pipe. Mirrors on poles or cameras may be used to avoid confined space entry. If entering the manhole, follow OSHA regulations for confined spaces. Visually inspect the sediment depth, and, if the sediment is at or above the lower row of sidewall holes (approximately 3"), follow the maintenance procedures listed below. If the sediment is at an acceptable level, replace all caps, lids and covers. Inspect and clean all inlets, catch basins, and manholes upstream of the StormTech system.

Maintenance Instructions:

Perform JetVac maintenance if sediment has been collected to an average depth of 3" inside the Isolator Row. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Use a JetVac nozzle designed for culverts or large diameter pipe cleaning. Rear facing jets with an effective spread of at least 45" are best. Dispose of the polluted water, oils, sediment, and trash at an approved facility.

- Local regulations prohibit the discharge of solid material into the sanitary sewer system.
- It is the responsibility of the person providing the maintenance to the StormTech Chambers to dispose of the pollutants in accordance with local, state, and federal regulations.

Note: The current StormTech Isolator Rom O & M Manual can be viewed at: http://www.stormtech.com/download_files/pdf/OperationMaintenanceManual.pdf

IV. MAINTENANCE INSPECTION REPORTS

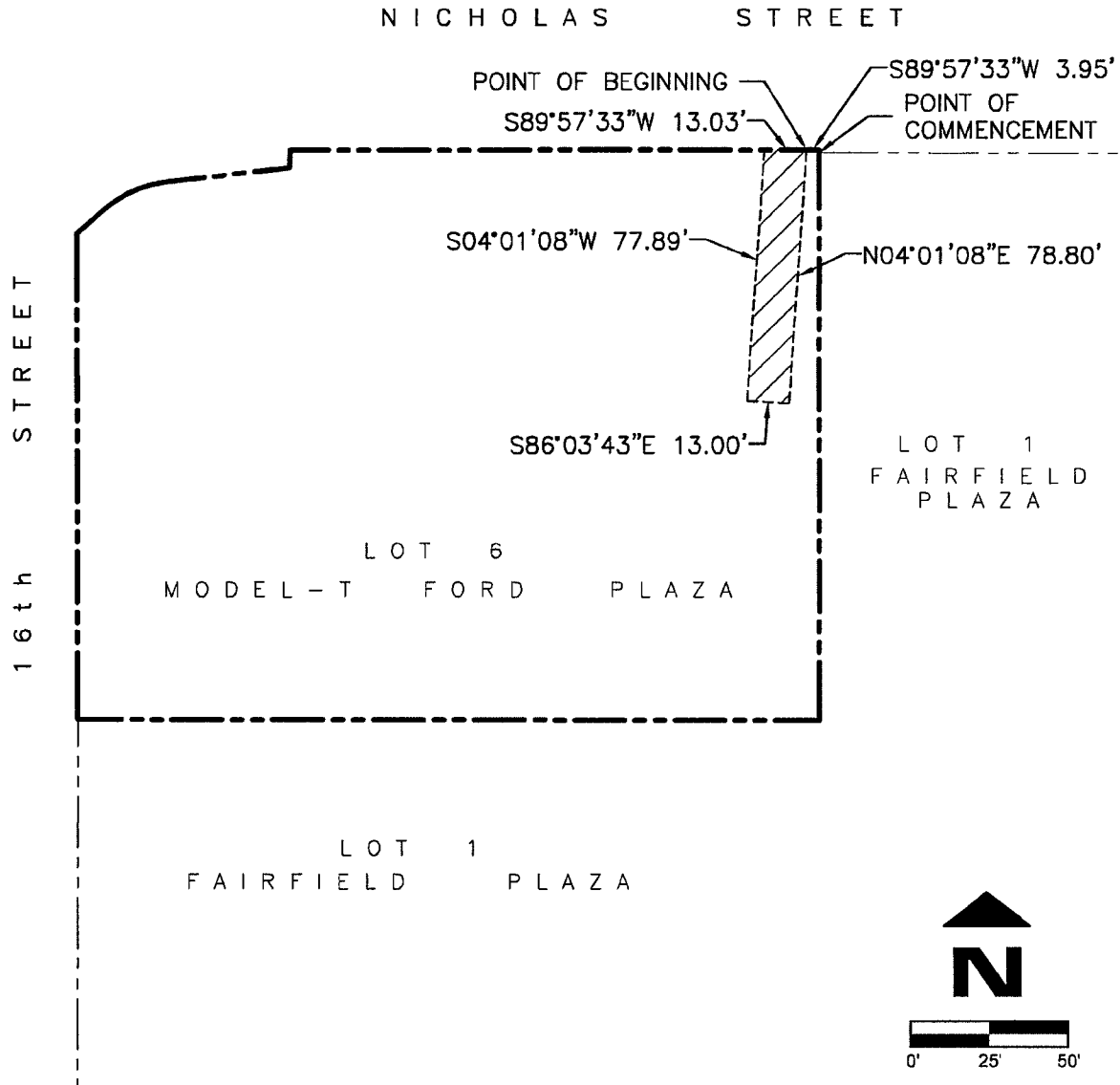
Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted according to Section III of Exhibit 'B' (Routine Maintenance Tasks and Schedule) as noted above, and each year thereafter. All maintenance activities and inspection reports must kept on file with the property owner for a minimum of five years. The maintenance and inspection reports shall at a minimum include the following information;

- a. Date and time inspection was performed.
- b. Visual inspection of Isolator Row.
- c. Sediment depths.
- d. Date and time routine maintenance was performed on StormTech Isolator.

The following is a sample maintenance log which may be used to record this information;

Date	Stadia Rod Readings		Sediment Depth (1) - (2) (ft)	Observations / Actions	Observer
	Fixed Point to Chamber Bottom (ft)	Fixed Point to Top of Sediment (ft)			
3/15/01	6.3	none		<i>New installation. Fixed point is CI frame at grade</i>	<i>BLL</i>
9/24/01		6.2	0.1	<i>Some grit felt</i>	<i>BLL</i>
6/20/03		5.8	0.5	<i>Mucky feel, debris visible in manhole and in Isolator row, maintenance due</i>	<i>BLL</i>
7/7/03	6.3	0	0	<i>System jetted and vacuumed</i>	<i>BLL</i>

Note: Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.



LEGAL DESCRIPTION

THAT PART OF LOT 6, MODEL--T FORD PLAZA, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 6; THENCE S89°57'33"W (ASSUMED BEARING) 3.95 FEET ON THE NORTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°57'33"W 13.03 FEET ON THE NORTH LINE OF SAID LOT 6; THENCE S04°01'08"W 77.89 FEET; THENCE S86°03'43"E 13.00 FEET; THENCE N04°01'08"E 78.80 FEET TO THE POINT OF BEGINNING.

	Job Number: 1771-140-EX2 thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: APRIL 14, 2014 Drawn By: MRS Reviewed By: DHN Revision Date: 10/19/2015	<h2 style="margin: 0;">EXHIBIT "A1"</h2>
			Book Page