



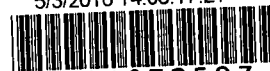
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO: P. W. Engineering & Surveying
6225 N. 89th Circle
Omaha, NE 68134

CHECK NUMBER

✓ 009731

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Acorn LLC recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Milts Mini Storage - Grayhawk located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Lot 5, Grayhawk, Douglas Co., NE. (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, PCSMP OMA-20130515-827-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 negligent 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.

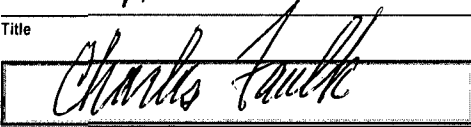
6. The Property Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or 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.

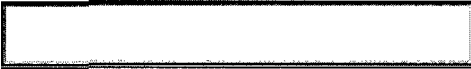
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land 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.


IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this 28th day of March, 2016.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Acorn LLC
Name of Individual, Partnership and/or Corporation
Charles Faulk
Name
President
Title

Signature

Name of Individual, Partnership and/or Corporation
Name
Title

Signature

Name of Individual, Partnership and/or Corporation
Name
Title

Signature

Name of Individual, Partnership and/or Corporation
Name
Title

Signature

ACKNOWLEDGMENT

Nebraska)
State

Douglas)
County

On this 28th day of March, 20 16 before me, a Notary Public, in and for said County, personally came the above named:

Charles Faulk
-S.B.

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

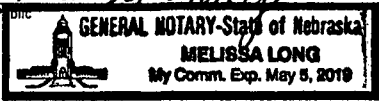
Melissa Long
Notary Public

Notary Seal

Exhibit “A”

Insert Real Property Depiction

Lot 5, Grayhawk, as platted and recorded in Douglas County, Nebraska.

Exhibit “B”

Insert BMP Maintenance Requirements
(See Guidance Document for Information Needed)

BMP Maintenance Requirements

Name & Location

Project Name: **Milts Mini Storage - Grayhawk**

Address: **14646 Eagle Run Drive Omaha, NE 68117**

PWD PCSMP Number: **PCSMP OMA-20130515-827-P**

Site Data

Total Site Area: **12.01 Acres**

Total Disturbed Area: **6.80 Acres**

Total Undisturbed Area: **5.21 Acres**

Impervious Area Before Construction: **1% +/-**

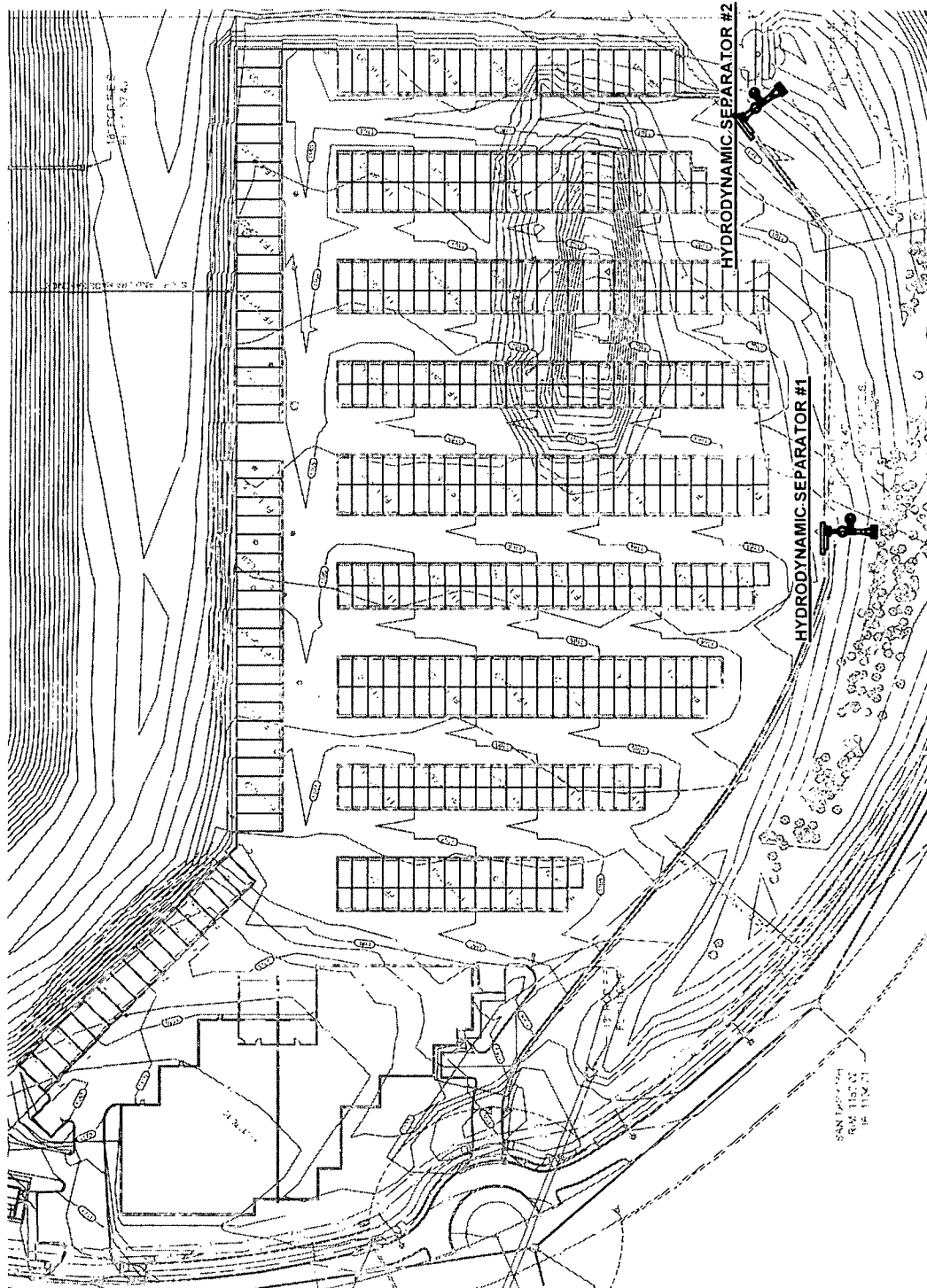
Impervious Area After Construction: **47.9% +/-**

BMP Information

BMP ID	TYPE OF BMP	LATITUDE/LONGITUDE
Hydrodynamic Separator #1 (See Site Map)	Hydrodynamic Separator – 3K Bayseparator	N 41.287207° W 96.142943°
Hydrodynamic Separator #2 (See Site Map)	Hydrodynamic Separator – 3K Bayseparator	N 41.287348° W 96.141948°

Site Map

See the following page.



**Know what's below.
Call before you dig.**



Routine Maintenance and Tasks Schedule

See the following pages.

Maintenance

One of the advantages of the BaySeparator™ systems is the ease of maintenance. Like any system that collects pollutants, the BaySeparator™ systems must be periodically maintained for continued effectiveness. Maintenance is a simple procedure performed using a vacuum truck or similar equipment. The systems were designed to minimize the volume of water removed during routine maintenance, reducing disposal costs.

Contractors can access the pollutants stored in each manhole through a 30" manhole cover. This allows them to gain unobstructed access to the full depth of the system. There is no confined space entry necessary for inspection or maintenance.

Vacuum hoses can reach the entire sump area of both manholes to remove sediments and trash. The entire maintenance procedure typically takes less than an hour.

Local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor. Maintenance should be performed only by a qualified contractor. Contact BaySaver Technologies Inc. at 1-800-229-7283 for a list of approved contractors in your area.

Inspection and Cleaning

Periodic inspection is required to determine the need for and frequency of maintenance. Inspections should be performed initially every six (6) months. Typically, the system needs to be cleaned every 12 to 36 months, depending on site conditions. The system needs to be cleaned when 2 feet of sediment (1.5 feet for the 1/2K model) has accumulated in the bottom of either structure or when visual inspection shows a large accumulation of debris or oil.

Measuring Sediment Depth

You can determine the sediment depth by lowering a pole into the manhole until it hits the sediment and measuring the distance from the bottom of the pole to the water line mark on the pole. If this is less than 6 feet (4.5 feet for the 1/2K model), the system needs to be cleaned.

Maintenance Instructions

1. For each BaySeparator™ system, there are 2 manholes to clean: the **Primary Manhole** and **Storage Manhole**.
2. Remove the manhole covers to provide access to the pollutant storage.
3. **Storage Manhole:** Use a vacuum truck or other similar equipment to remove all water, debris, oils, and sediment.
4. **Storage Manhole:** Use a high pressure hose to clean the manhole of all the remaining sediment and debris. Then, use the vacuum truck to remove the rinse water.
5. **Primary Manhole:** Use a submersible pump to pump the bulk of the water from the Primary Manhole into the clean Storage Manhole. Stop pumping when the water surface falls to one foot above the accumulated sediments.
6. **Primary Manhole:** Use a vacuum truck or other similar equipment to remove all remaining water, debris, and sediment.
7. **Primary Manhole:** Use a high pressure hose to clean the manhole of all the remaining sediment and debris. Then, use the vacuum truck to remove the rinse water.
8. **Both Manholes:** On sites with a high water table or other conditions which may cause flotation, it is necessary to fill the manholes with clean water after maintenance.
9. Replace the two manhole covers.
10. Dispose of the polluted water, oils, sediment, and trash at an approved facility.
 - Most local regulations prohibit the discharge of solid material into the sanitary system. Check with the local sewer authority for any required permits and/or conditions to discharge the liquid.
 - Many places require the pollutants removed from BaySeparator™ systems to be treated in a leachate treatment facility. Check with local regulators about disposal requirements.
11. Additional local regulations may apply to the maintenance procedure.

This procedure is intended to remove all the collected pollutants from the system while minimizing the volume of water that must be disposed. Additional local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor; therefore maintenance should be performed only by a qualified contractor.

BAYSAVER TECHNOLOGIES, INC.

Summary

- Access the pollutants through the two manhole covers.
- See the entire floor/sump area of each manhole from the surface.
- No confined space entry for inspection or maintenance.
- During maintenance, transfer “clean” water from the Primary to the Storage Manhole, minimizing the amount of water for disposal.

BaySaver Technologies can assist in coordinating a maintenance contractor in the installation area, or work directly with owners who wish to perform their own maintenance. Contact BaySaver Technologies at 1-800-229-7283 (1-800-BaySaver) for more information