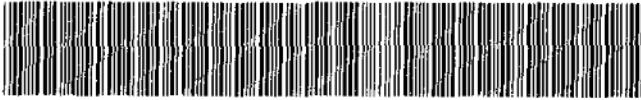


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BKP _____ C/O _____ COMB _____

DEL _____ SCAN _____ FY _____

7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/12/2009 13:49:39.33



2009061425

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PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Mike McIntosh
14710 W. Dodge Road
OMAHA NE 68154

Check Number
588

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Woodbridge Senior Housing 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 real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Omaha (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, Public Works Department project number OPW 51622-PCSMP, (hereinafter referred to as "PCSMP"), be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

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 qualified professional at least annually to ensure that it is operating properly.
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. 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 or intentional 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 allowed in the issuance of written notice, 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 or intentional acts during such entry upon the property.

The City of Omaha or its designee shall 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 the agreement against the property, or both. Interest, collection costs, and 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 or the City. 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 negligence or intentional 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. In case the ownership of the property transfers, the current Property Owner shall, within 30 working days of transfer of ownership, notify the City of

Omaha Public Works Department of such ownership transfer. If the current owner fails to notify the City of Omaha Public Works Department of ownership transfer, the responsible party in this agreement will remain liable for all stormwater management costs and maintenance. Such former property owner shall have no liability to the City once it has given notice upon receipt of notice the City of Omaha Public Works Department shall provide written acknowledgment of receipt of such notice from the Property Owner.

10. 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 association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 20_____.

INDIVIDUAL and/or PARTNERSHIP

<u>Kenneth M. Franasiak</u> Name
<u>Owner RMB Holdings, LLC</u> Title
<u>[Signature]</u> Signature

_____ Name
_____ Title
_____ Signature

_____ Name
_____ Title
_____ Signature

_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

State of New York
State

County of Niagara
County

*Kenneth M. Franasiak
OWNER RMG Holdings, LLC mm*

On this 28th day of May, 2009 before me, a Notary Public, in and for said County, personally came the above named: ^ 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.

Deborah K. Harris
Notary Public

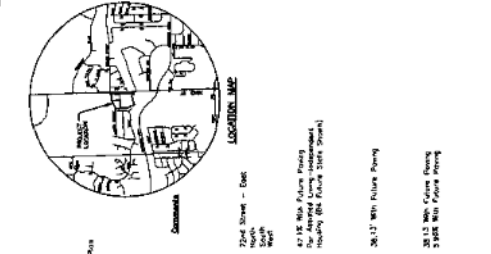
DEBORAH K. HARRIS
Notary Public, State Of New York
Qualified In Erie County
My Commission Expires June 16, 2010

Notary Seal

Exhibit "A"

Insert Real Property Depiction

LOT 164, ~~PLAT~~ WOODBRIDGE, OMAHA, NEBRASKA



Item	Description	Quantity	Unit	Notes
1	Site Area	26.00	Sq. Ft.	
2	Building Footprint	19,425.7	Sq. Ft.	
3	Parking Garage	48,275.5	Sq. Ft.	
4	Site Area	26.00	Acres	
5	Building Footprint	0.45	Acres	
6	Parking Garage	0.69	Acres	
7	Site Area	26.00	Sq. Ft.	
8	Building Footprint	19,425.7	Sq. Ft.	
9	Parking Garage	48,275.5	Sq. Ft.	
10	Site Area	26.00	Acres	
11	Building Footprint	0.45	Acres	
12	Parking Garage	0.69	Acres	

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN PROJECT INFORMATION

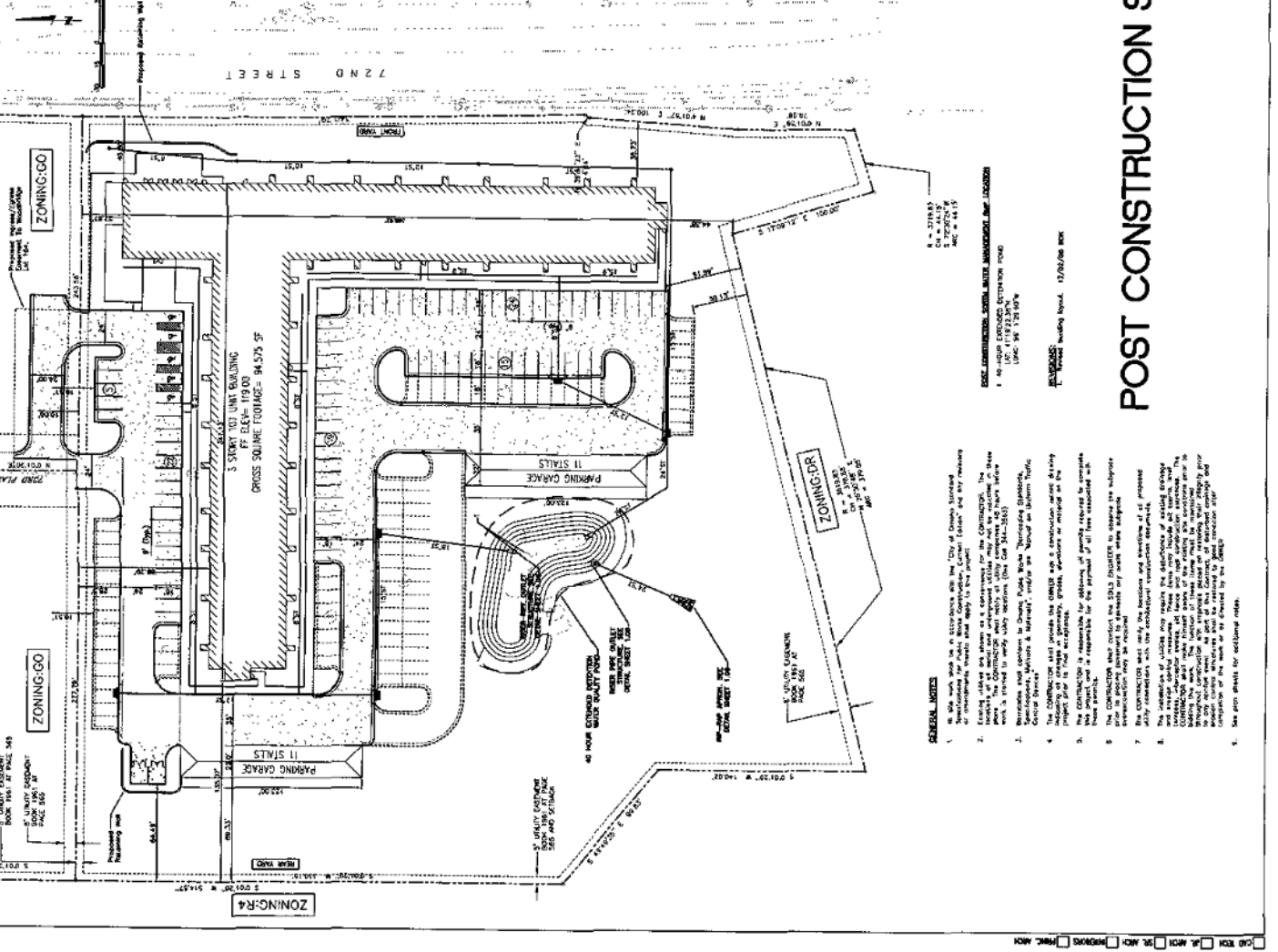
PROJECT LOCATION: OMAHA, NE
 PROJECT ADDRESS: 72ND STREET & GIRARD STREET
 PROJECT NO: 08957
 SHEET NO: 17/09

DESIGNER: SILVESTRI ARCHITECTS PC
 PROJECT MANAGER: [Name]
 DESIGNER: [Name]
 DATE: 11/20/08

CLIENT: [Name]
 PROJECT MANAGER: [Name]
 DATE: 11/20/08

GENERAL NOTES:

- The contractor shall provide the OWNER with a construction schedule at every project meeting. The construction schedule shall include, but not be limited to, the following information:
 - Start and stop dates for all construction activities.
 - Start and stop dates for all stormwater management activities.
 - Start and stop dates for all site preparation activities.
 - Start and stop dates for all utility activities.
- The contractor shall provide the OWNER with a construction schedule at every project meeting. The construction schedule shall include, but not be limited to, the following information:
 - Start and stop dates for all construction activities.
 - Start and stop dates for all stormwater management activities.
 - Start and stop dates for all site preparation activities.
 - Start and stop dates for all utility activities.
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 - Start and stop dates for all utility activities.
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 - Start and stop dates for all stormwater management activities.
 - Start and stop dates for all site preparation activities.
 - Start and stop dates for all utility activities.



**WOODBRIDGE
SENIOR HOUSING**

72ND & GIRARD STREET
OMAHA, NE



615 RIVER DANA
SUITE 101
OMAHA, NE 68102
PH: 781.97.0022
FAX: 781.97.0023

DRAWING 1.06

0809C
11/06/2000

DETAILS

UPRIS 637-PCOMP
SHEET 2 OF 2

Revised 5/05 - UPN

Lamp, Ryanston & Associates, Inc.
WWW.LRAI.COM
10101 Douglas Street, Suite 100
Omaha, NE 68114-2000
PH: 402.491.9888
FAX: 402.491.9873

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

EXISTING CONSTRUCTION INFORMATION MANAGEMENT PLAN PROJECT INFORMATION

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/06/00	ISSUED FOR PERMIT
2	05/05/05	UPN

GENERAL NOTES:

1. THIS DRAWING IS A PART OF THE CONSTRUCTION INFORMATION MANAGEMENT PLAN FOR THE PROJECT. IT IS TO BE USED TO IDENTIFY AND TRACK ALL CONSTRUCTION INFORMATION THROUGHOUT THE PROJECT.
2. THE INFORMATION ON THIS DRAWING IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION ON THIS DRAWING.
3. THE INFORMATION ON THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF SILVESTRI ARCHITECTS-PC.
4. THE INFORMATION ON THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF SILVESTRI ARCHITECTS-PC.

PROJECT NAME	WOODBRIDGE SENIOR HOUSING
PROJECT ADDRESS	72ND & GIRARD STREET, OMAHA, NE
CLIENT	WOODBRIDGE SENIOR HOUSING
ARCHITECT	SILVESTRI ARCHITECTS-PC
DATE	11/06/00
DRAWN BY	[Name]
CHECKED BY	[Name]
APPROVED BY	[Name]

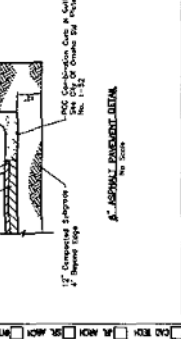
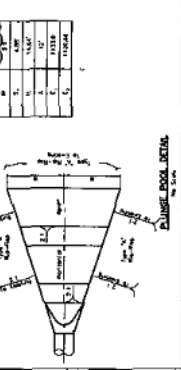
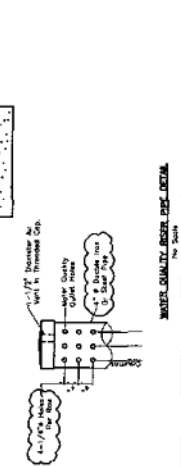
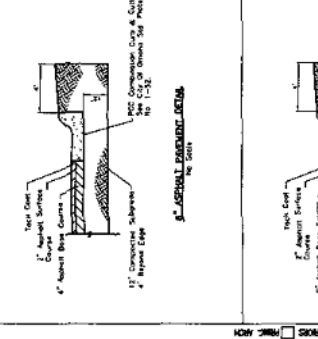
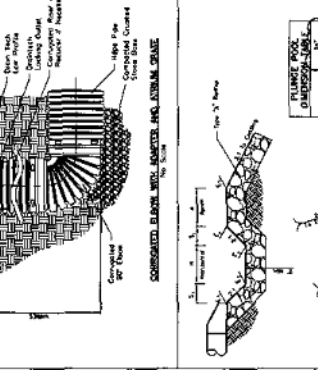
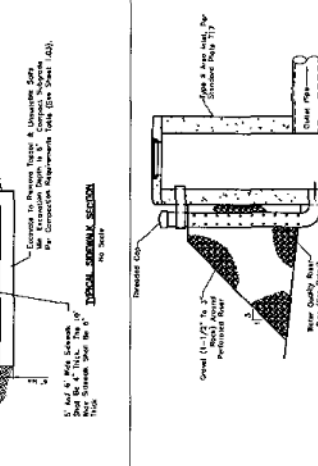
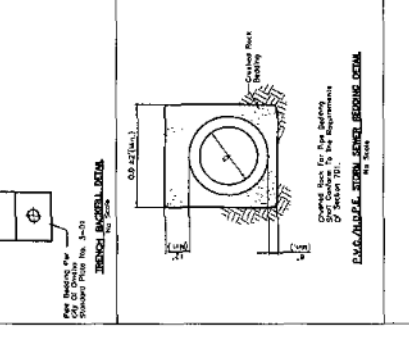
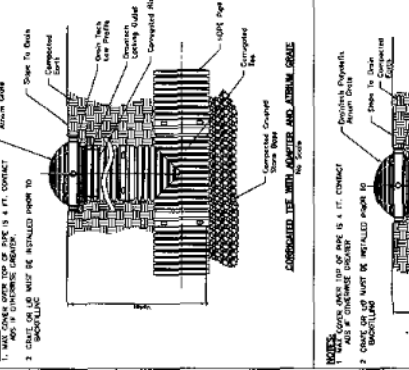
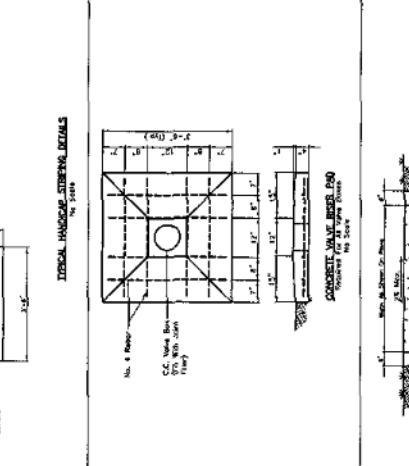
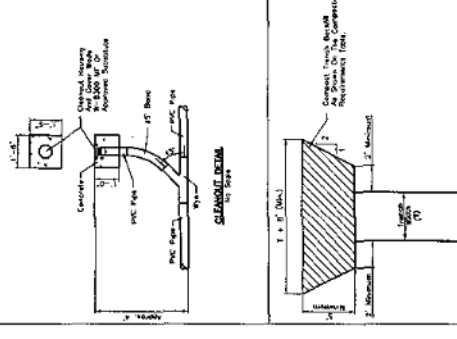
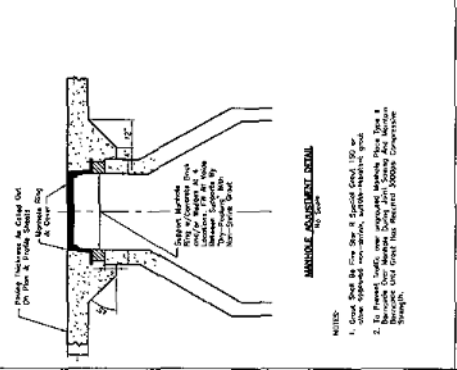
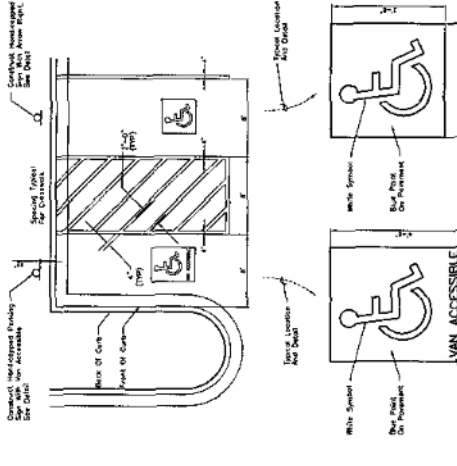
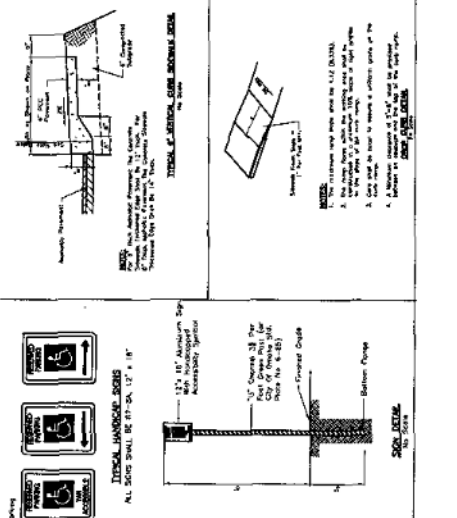


Exhibit "B"
Insert BMP Maintenance Requirements

EXHIBIT "B"
BMP Maintenance Plan

I. General BMP Information

BMP ID Name	Location
40-Hour Extended Detention Water Quality Pond	See Exhibit A

II. BMP Site Location Map
See Exhibit A.

III. Routine Maintenance Tasks and Schedules

Table 1: Routine Maintenance Tasks and Schedules for BMPs

Task	Schedule
Clean out trash and debris	Monthly
Check for repairs	Monthly
Check and repair eroded areas	Monthly
Perimeter mowing	Monthly
Check vegetation and re-seed	As Needed
Remove sediment	As Needed
Outlet inspection and cleanout	Monthly
Replace Rock Riprap @ outlet scour pool	As Needed
Remove Woody Vegetation along embankment	Annually
Check Pond Depth	Annually

IV. Property Transfers:

In case the ownership of the property transfers, the current Property Owner shall, within 30 working days of transfer of ownership, notify the City of Omaha Public Works Department of such ownership transfer. If the current owner fails to notify the City of Omaha Public Works Department of ownership transfer, the responsible party in this agreement will remain liable for all stormwater management costs and maintenance. Such former property owner shall have no liability to the City once it has given notice upon receipt of notice the City of Omaha Public Works Department shall provide written acknowledgment of receipt of such notice from the Property Owner.

V. Maintenance Inspection Reports:

Annual maintenance inspection reports shall be completed and made available, to the City of Omaha, upon request. The first report shall be completed one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date.