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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/19/2014 11:04:50.00



2014036745

**AMENDMENT AND RESTATEMENT OF
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

This AMENDMENT AND RESTATEMENT OF POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT (this "Agreement") is made and entered into this 16 day of May, 2014, by and amongst SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company ("Sportscenter"), SGP OMAHA LLC, a Delaware limited liability company ("SGP Omaha"), and BASEBALL LAND, LLC, a Nebraska limited liability company ("Baseball").

PRELIMINARY STATEMENT

WHEREAS, Sportscenter is the owner of real property in Douglas County, Nebraska, legally described as follows (the "Sportscenter Property"):

Lots 1, Omaha Works Industrial Park, Replat 10, a subdivision to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Baseball Land, LLC, a Nebraska limited liability company ("Baseball") is the owner of real property in Douglas County, Nebraska, legally described as follows (the "Baseball Property"):

Lot 2, Omaha Works Industrial Park, Replat 5, a subdivision to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, in a transaction of even date herewith, SGP Omaha has purchased from Sportscenter the real property in Douglas County, Nebraska legally described as follows ("SGP Omaha Property"):

Lot 2, Omaha Works Industrial Park, Replat 10, a subdivision to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, the City of Omaha, a municipal corporation of the State of Nebraska (the "City") previously required that Baseball and Sportscenter install and maintain certain

stormwater management facilities, including without limitation stormwater lines, laterals, grates, manholes, detention basins and related facilities (hereinafter referred to as the "Facility" or "Facilities") in order for the development of the SGP Omaha Property, Sportscenter Property and the Baseball Property to occur;

WHEREAS, it is intended that the Facilities shall benefit the Sportscenter Property, the Baseball Property and the SGP Omaha Property;

WHEREAS, the Facilities shown on the Post Construction Stormwater Management Plan, Public Works Department project number OPW 51565-PCSMP (hereinafter referred to as "PCSMP"), have been constructed in full by Baseball and maintained by Sportscenter as owner of the Sportscenter Property and predecessor owner of the SGP Omaha Property.

WHEREAS, the City required that Baseball and Sportscenter, or their administrators, executors, successors, heirs, or assigns, each agree that the health, safety and welfare of the citizens of the City require that the Facilities be constructed and maintained on the SGP Omaha Property and Sportscenter Property;

WHEREAS, in fulfillment of the above stated requirements of the City, Baseball and Sportscenter entered into that certain original Post Construction Stormwater Management Plan Maintenance Agreement and Easement dated the 5th day of January, 2009 and recorded at Document #2009014490 of the Douglas County, Nebraska Register of Deeds (the "Original Agreement");

WHEREAS, in connection with the sale of the SGP Omaha Property by Sportscenter to SGP Omaha, SGP Omaha, Baseball and Sportscenter desire to amend and restate the Original Agreement in its entirety on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants contained herein, and the following terms and conditions, Sportscenter and SGP Omaha agree as follows:

ARTICLE I. DEFINITIONS

1.1 Easement Area. The term "Easement Area" shall mean, collectively: (a) that portion of the Sportscenter Property legally described and depicted on the attached Exhibit "A" (the "Sportscenter Easement Area") and; (ii) that portion of the SGP Omaha Property legally described and depicted on Exhibit "B" attached hereto (the "SGP Omaha Easement Area").

1.2 Owner. The term "Owner" shall mean the legal owner(s) of fee title to any of the Sportscenter Property, the Baseball Property, or the SGP Omaha Property, as reflected by the records of the Douglas County, Nebraska, Register of Deeds and as provided in this Section 1.2. If the Sportscenter Property, the Baseball Property, or the SGP Omaha Property is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the ownership

interest in such property shall designate one of their number to represent all Persons owning the Sportscenter Property, the Baseball Property, or the SGP Omaha Property, as applicable, and such designated Person shall be deemed the Owner of such property for purposes of this Agreement.

1.3 Permittee. The term "Permittee" shall mean all Owners, the tenants or licensees of the Sportscenter Property, the Baseball Property and the SGP Omaha Property, and each of their respective officers, directors, employees, agents, contractors, residents, customers, vendors, suppliers, visitors, and invitees.

1.4 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

ARTICLE II. EASEMENT

2.1 City Easement.

(a) Sportscenter and SGP Omaha hereby grant and convey to the City and its successors, assigns, contractors, agents, employees and representatives, a non-exclusive, permanent easement in gross in and throughout, on and under the Sportscenter Easement Area and SGP Omaha Easement Area, respectively, for the purpose of access to, and inspection and maintenance of, the Facilities, only in the event that the Owner of the Sportscenter Property fails to maintain the Facilities in accordance with Article III of this Agreement.

(b) The Owners of the Sportscenter Property and SGP Omaha Property may, following construction of the Facilities, continue to use the surface of such Owner's respective portion of the Easement Area, for any and all other purposes subject only to the right of the City to use the same for the purpose herein expressed.

(c) The Owners of the Sportscenter Property and SGP Omaha Property shall not place any building improvements or other structures in, on, over or across such Owner's respective portion of the Easement Area without the express approval of the City except, however, that landscaping, lawn irrigation systems, fences, roads, streets, sidewalks, parking area surfacing, parking lot lighting, communication duct banks, pneumatic communication tubes, sanitary sewer service crossings and pavement may be installed in the Easement Area if there is no potential storm water displacement. Such permitted improvements shall be maintained by the respective Owner of the Sportscenter Property or SGP Omaha Property upon which such permitted improvements are located.

2.2 Baseball Easement. Sportscenter and SGP Omaha hereby grant and convey to Baseball and its successors, assigns, contractors, agents, employees or representatives, a non-exclusive, permanent easement appurtenant to the Baseball Property under and through the Sportscenter Easement Area and SGP Omaha Easement Area, respectively, for the purpose of

access to and maintenance of the Facilities, only if the Owner of the Sportscenter Property fails to adequately and effectively maintain the Facilities pursuant to Article III of this Agreement. Notwithstanding the foregoing, Baseball shall not exercise any of its rights under this Section 2.2 with respect to the SGP Omaha Easement Area without first providing notice to the owner of the SGP Omaha Property of the Owner of the Sportscenter Property's failure to maintain the Facilities, and a reasonable opportunity for the Owner of the SGP Omaha Property to undertake such maintenance as may be necessary.

2.3 SGP Omaha Easement. Sportscenter hereby grants and conveys to SGP Omaha and its successors, assigns, contractors, agents, employees or representatives, a non-exclusive, permanent easement appurtenant to the SGP Omaha Property and for the benefit of SGP Omaha and the SGP Omaha Property over, under, through and upon the Sportscenter Easement Area for the purposes of: (i) flow of storm water from the SGP Omaha Property (the "SGP Omaha Stormwater") over, across, through and under the Sportscenter Property; (ii) retention of the SGP Omaha Stormwater in the detention basin located in the Sportscenter Easement Area; and (iii) access to and maintenance of the Facilities, only if necessary in the event the Owner of the Sportscenter Property fails to adequately and effectively maintain the Facilities pursuant to Article III of this Agreement.

ARTICLE III. CONSTRUCTION, MAINTENANCE, INDEMNIFICATION AND INSURANCE

3.1 Construction. The Facilities has been constructed by Baseball in accordance with the PCSMP, which has been reviewed and accepted by the City or its designee.

3.2 BMP Maintenance Requirements. Sportscenter has developed and has been provided with the "BMP Maintenance Requirements", attached here to as Exhibits "C1" and "C2", which have been reviewed and accepted by the City or its designee. The BMP Maintenance Requirements describe the specific maintenance practices to be performed for the Facilities and include a schedule for implementation of these practices. In accordance with the PCSMP, the BMP Maintenance Requirements require that the Facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly.

3.3 Maintenance. The Owner of the Sportscenter Property, its administrators, executors, successors, heirs, or assigns, shall perpetually operate and maintain the Facilities reasonably in accordance with the attached BMP Maintenance Requirements. The Owners of the Sportscenter Property and the Baseball Property have each agreed to pay fifty percent (50%) of the cost and expense reasonably required to comply with the BMP Maintenance Requirements.

3.4 Expenses of Facility. The Owner of the Sportscenter Property shall, upon the effective date hereof, have the right to fix, levy and charge the Owner of the SGP Omaha Property and Baseball Property an assessment (herein the "Assessment") which shall represent such property Owner's representative share of the expenses for maintenance of the Facilities under this Article III, including reasonable expenses for the fixing, levying, collecting and enforcement of all Assessments. The Owner of the Sportscenter Property shall allocate its fifty

percent (50%) share (the "Sportscenter Share") of the expenses for maintenance of the Facilities under this Article III, including expenses for the fixing, levying, collecting and enforcement of all assessments proportionately between the owners of the SGP Omaha Property and the Sportscenter Property by multiplying the Sportscenter Share of such costs by a fraction, the numerator of which is the square footage of the SGP Omaha Property and the denominator of which is the aggregate square footage of the SGP Omaha Property and the Sportscenter Property, provided however, that in the event the maintenance, repair or replacement of the Facilities is necessitated by the intentional or negligent act of any of the users hereunder, that said user shall be responsible for the entirety of the maintenance, repair or replacement necessitated thereby. The Owner of the Sportscenter Property shall be responsible for providing the Owners a report that details the calculation of the Assessment, and will make available to the Owner of the Baseball Property and the owner of the SGP Omaha Property such information as will permit such Owner to reasonably determine the accuracy of the costs and expenses reported in the Assessment.

3.5 Lien of Assessment. All Assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Owner of each respective property at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien against the property for which the Assessments are charged.

3.6 Assessment Allocation. All Assessments shall be determined and assessed against the Sportscenter Property and Baseball Property as provided in Section 3.3 hereof. All said assessments shall be further determined and assessed against the Sportscenter Property and the SGP Omaha Property proportionately as provided in Section 3.4 hereof.

3.7 Due Date. Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of sixteen percent (16%) per annum. The Owner of the Sportscenter Property may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or pursue any other legal or equitable remedy. The Owner of the Sportscenter Property shall be entitled to recover as part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Owner the Baseball Property or the Owner of the SGP Omaha Property with respect to such action. The mortgagee of any property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Owner of the Sportscenter Property shall assign to any mortgagee who cures such a delinquency, all of its rights with respect to such lien and the right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Owner of the Sportscenter Property.

3.8 Insurance. The Owner of the Sportscenter Property shall maintain, or cause to be maintained, at its sole expense, liability insurance against claims for bodily injury, loss of life or property damage coverage in an combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence that occurs within the Easement Area and arises from the use of the Facilities or Easement Area or exercise of the rights under this Agreement. Such insurance policy shall name SGP Omaha as an additional insured.

3.9 Permission to Enter. The Owner of the Sportscenter Property, and the Owner of SGP Omaha Property, their administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the Sportscenter Easement Area and SGP Omaha Easement Area and to inspect the Facilities whenever the City deems necessary. Except in the event of an emergency, the City shall provide at least ten (10) days written notice prior to entry.

3.10 Failure to Maintain. The Owner of the Sportscenter Property, its administrators, executors, successors, heirs, or assigns, agree that should it fail to correct any defects in the Facilities within 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 or its designee in its sole discretion, the City or its designee is authorized to enter Easement Area to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. The City or its designee shall then recover from the Owner of the Sportscenter Property any and all costs the City expends to maintain or repair the Facilities or to correct any operational deficiencies. Failure to pay the City or its designee all of its expended costs, after forty-five (45) days written notice, shall constitute a breach of the Agreement. The City or its designee shall thereafter be entitled to bring an action against the Owner of the Sportscenter Property 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.

3.11 No Obligation by City, Baseball, or SGP Omaha. The Owner of the Sportscenter Property shall not obligate the City or Baseball or SGP Omaha to maintain or repair the Facilities, except as otherwise provided for in Article III herein wherein Baseball and SGP Omaha herein agree to reimburse Sportscenter for the costs set forth in Section 3.3 of this Agreement. In the event that the City exercises its rights under Section 3.9 of this Agreement, neither the Owner of the SGP Omaha Property nor the Owner of the Baseball Property shall be responsible for the costs and expenses incurred by the City and billed, assessed, levied or lienied against the Owner of the Sportscenter Property or the Sportscenter Property.

3.12 Indemnification.

(a) The Owner of the Sportscenter Property, its administrators, executors, successors, heirs, or assigns, shall indemnify, defend and hold harmless the City and SGP Omaha and each of their authorized agents, employees and tenants from and against any and all losses, damages, costs, expenses, accidents, casualties, occurrences or claims of any nature of, to, or against the City or SGP Omaha arising from, connected with or related to the presence, existence or maintenance of the Facilities or any breach or violation of the PCSMP. In the event a claim is asserted against the City or SGP Omaha, or any of its authorized agents or employees, the City or SGP Omaha, as the case may be, shall promptly notify the Owner of the Sportscenter Property, and the Owner of the Sportscenter Property shall defend at its own expense any suit on such claim. If any judgment or claims against the City or SGP Omaha, or any of their authorized

agents or employees, shall be allowed, the Owner of the Sportscenter Property shall pay for all costs and expenses in connection herewith, including such party's attorneys fees.

(b) The Owner of the Baseball Property shall indemnify, defend and hold harmless the City, SGP Omaha and Sportscenter and each of their authorized agents, employees and tenants from and against any and all losses, damages, costs, expenses, accidents, casualties, occurrences or claims of any nature of, to, or against the City, SGP Omaha or Sportscenter related to the construction or condition of the Facilities (except for the maintenance and repair obligations related thereto, which shall be governed by Section 3.12(a)). In the event a claim is asserted against the City or SGP Omaha or Sportscenter, or any of their authorized agents or employees, the City or SGP Omaha or Sportscenter, as the case may be, shall promptly notify the Owner of the Baseball Property, and the Owner of the Baseball Property shall defend at its own expense any suit on such claim. If any judgment or claims against the City or SGP Omaha or Sportscenter, or any of their authorized agents or employees, shall be allowed, the Owner of the Baseball Property shall pay for all costs and expenses in connection herewith, including such party's attorneys fees.

ARTICLE IV. MISCELLANEOUS

4.1 Sportscenter represents and warrants to SGP Omaha that: (i) construction of the Facilities, in conformance with the PCSMP, is complete; (ii) the Facilities are in good working condition and meet all requirements and standards of the City and the PCSMP; (iii) neither the City nor any governmental authority has notified any Owner that the Facilities are insufficient to meet the requirements of, or in violation of, any law, statute, regulation, rule, ordinance, code, permit, order, approval, the PCSMP, or any requirement or agreement of or with the City or any other governmental authority with jurisdiction over the Facilities; and (iv) Sportscenter has notified the City of the sale of the SGP Omaha Property to SGP Omaha and of the execution of this Agreement whereby the Owner of the Sportscenter Property has agreed, notwithstanding the transfer of the SGP Omaha Property, to remain responsible for the requirements of the PCSMP and the operation, maintenance, repair and replacement of the Facilities. The Owner of the Sportscenter Property, its administrators, executors, successors, heirs, or assigns, shall indemnify, defend, indemnify and hold harmless SGP Omaha from and against any and all losses, damages, costs, expenses, including reasonable attorney's fees, accidents, casualties, occurrences or claims of any nature of, to or against SGP Omaha, arising from, connected with or related to a breach of any of the warranties set forth in this Section 4.1.

4.2 If any action, suit, or arbitration is brought to enforce the provisions of this Agreement, the party who prevails in the action, suit, or arbitration shall be entitled to recover court costs, arbitration costs, and attorney fees from the other party.

4.3 The Owner of the Sportscenter Property shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

4.4 In case the ownership of the Sportscenter Property transfers, the then current Owner of the Sportscenter Property shall, within thirty (30) working days of transfer of

ownership, notify the City of Omaha Stormwater Department of such ownership transfer. If the current owner fails to notify the City of Omaha Stormwater Department of ownership transfer, the responsible party in this Agreement will remain liable for all stormwater management costs and maintenance until such notice of transfer is received by the City.

4.5 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 Owners of the Sportscenter Property, SGP Omaha Property and the Baseball Property, their administrators, executors, successors, heirs, or assigns, including any other successors in interest.

4.6 In the event of a breach or threatened breach of this Agreement, only an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Time is of the essence for purposes hereof.

4.7 This Agreement and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Agreement shall be perpetual, provided, however, that this Agreement may be modified, amended or terminated by an instrument signed by the Owners of the Baseball Property and the Sportscenter Property and the SGP Omaha Property and recorded with the Douglas County, Nebraska, Register of Deeds.

4.8 Invalidity of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4.9 The individuals executing this Agreement warrant and represent that they are duly authorized to execute this Agreement on behalf of SGP Omaha, Sportscenter and Baseball, as the case may be, and that no other act, signature, or authorization is necessary to bind such entity to the provisions of this Agreement.

4.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

[Signatures on Following Page]

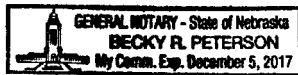
IN WITNESS WHEREOF, Sportscenter, SGP Omaha and Baseball have executed this Agreement on the date and year first above written.

SPORTSCENTER PROPERTIES, LLC, a
Nebraska limited liability company

By: Russell J. Kreikemeier
Russell J. Kreikemeier,
Its Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF CUMING)

The foregoing instrument was acknowledged before me this 13th day of May, 2014, by Russell J. Kreikemeier, one of the Authorized Managing Members of SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company, on behalf of the company.



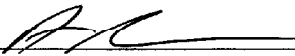
Becky Peterson
Notary Public

[Signatures Continue on Following Page]

SGP Omaha LLC,
a Delaware limited liability company

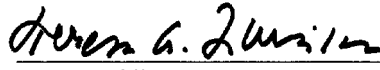
By: Strategic Government Properties LLC
Its: Sole Member

By: JLB Capital Advisors LLC
Its: Manager

By: 
A. Philip Auerbach, Authorized Signatory


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)


The foregoing instrument was acknowledged before me this 15th day of MAY, 2014, by A. Philip Auerbach, Authorized Signatory of JLB Capital Advisors LLC, manager of Strategic Government Properties LLC, sole member of SGP Omaha LLC, a Delaware limited liability company, on behalf of the company.


Notary Public

[Signatures Continue on Following Page]



By: 
Name: BRAD PERREULT
Title: OWNER / V. PRES.

 GENERAL NOTARY - State of Nebraska
RUSSELL J. KREIKEMEIER
My Comm. Exp. Jan. 14, 2015

4829-9508-8410.2

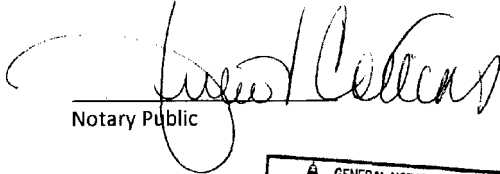
This Amendment and Restatement of Post Construction Stormwater Management Plan and Maintenance Agreement and Easement is hereby acknowledged and agreed to by Russell J. Kreikemeier, as 50% vested owner.


Russell J. Kreikemeier

State of Nebraska

County of Douglas

Acknowledged before me this 15th day of May, 2014 by Russell J. Kreikemeier.


Notary Public

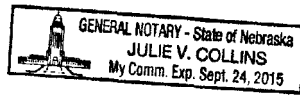
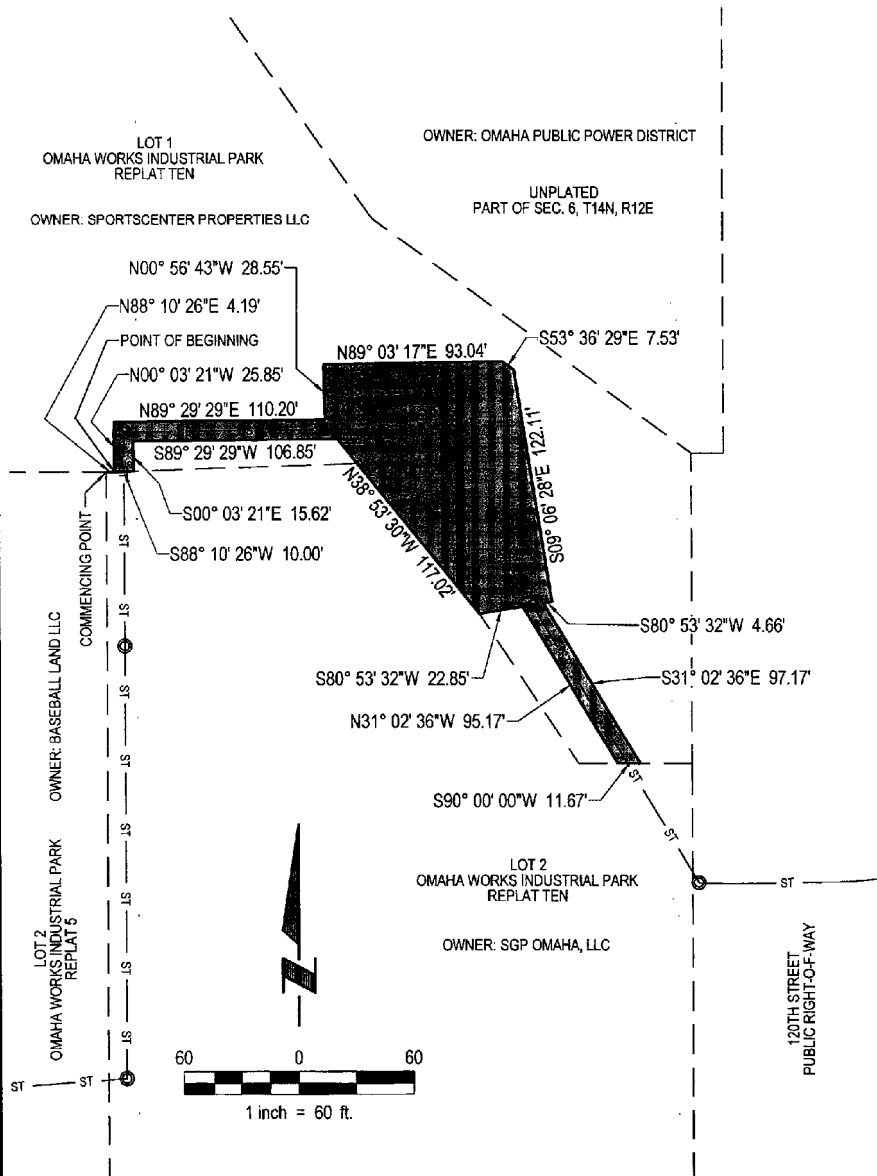


Exhibit "A"

SPORTSCENTER EASEMENT AREA

[See Attached]

EXHIBIT "A" SPORTS CENTER EASEMENT AREA



PAGE 1 OF 2: SEE PAGE 2 FOR LEGAL DESCRIPTION OF EASEMENT AREA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street, Omaha, NE 68154 Phone: 402.855.4700

Drawn by: FCE Chkd by: Scale: 1" = 60' Date: 05/23/2014
Job No.: P2008.541.012 PAGE 1 OF 2

EASEMENT AREA

PART OF LOT 1
OMAHA WORKS INDUSTRIAL PARK REPLAT 10
SE1/4 OF THE SE1/4 SEC. 31, T15N, R12E
NE1/4 OF THE NE1/4 SEC. 6, T14N, R12E
DOUGLAS COUNTY, NEBRASKA

Jason Headley

5/13/2014 8:41 AM

K:\Projects\2008\541\p12\Srv\Easements\EASEMENT (STORM LOT 1)-000.dwg

EXHIBIT "A" EASEMENT AREA

LEGAL DESCRIPTION: EASEMENT AREA

A TRACT OF LAND BEING PART OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M.; AND ALSO THE NE1/4 OF THE NE1/4 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.; ALL LOCATED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, SAID OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN; THENCE N88°10'26"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A DISTANCE OF 4.19 FEET TO THE POINT OF BEGINNING; THENCE N00°03'21"W, A DISTANCE OF 25.85 FEET; THENCE 89°29'29"E, A DISTANCE OF 110.20 FEET; THENCE N00°56'43"W, A DISTANCE OF 28.55 FEET; THENCE N89°03'17"E, A DISTANCE OF 93.04 FEET; THENCE S53°36'29"E, A DISTANCE OF 7.53 FEET; THENCE S09°06'28"E, A DISTANCE OF 122.11 FEET; THENCE S80°53'23"W, A DISTANCE OF 4.66 FEET; THENCE S31°02'36"E, A DISTANCE OF 97.17 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN; THENCE S90°00'00"W, ALONG SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A DISTANCE OF 11.67 FEET; THENCE N31°02'36"W, A DISTANCE OF 95.17 FEET; THENCE S80°53'32"W, A DISTANCE OF 22.85 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN; THENCE N38°53'30"W ALONG SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN AND THE NORTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN AND SAID NORTHERLY EXTENSION THEREOF, A DISTANCE OF 117.02 FEET; THENCE S89°29'29"W, A DISTANCE OF 108.85 FEET; THENCE S00°03'21"E, A DISTANCE OF 15.62 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN; THENCE S88°10'26"W ALONG SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 12,287 SQUARE FEET OR 0.282 ACRES, MORE OR LESS.

PAGE 2 OF 2: SEE PAGE 1 FOR GRAPHIC DEPICTION OF EASEMENT AREA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street, Omaha, NE 68154 Phone: 402.865.4700

Drawn by: FCE | Chkd by: | Scale: 1" = 60' | Date: 05/23/2014
Job No.: P2008.541.010 | PAGE 2 OF 2

EASEMENT AREA

PART OF LOT 1

OMAHA WORKS INDUSTRIAL PARK REPLAT 10
SE1/4 OF THE SE1/4 SEC. 31, T15N, R12E
NE1/4 OF THE NE1/4 SEC. 6, T14N, R12E
DOUGLAS COUNTY, NEBRASKA

Jason Headley

5/13/2014 8:42 AM

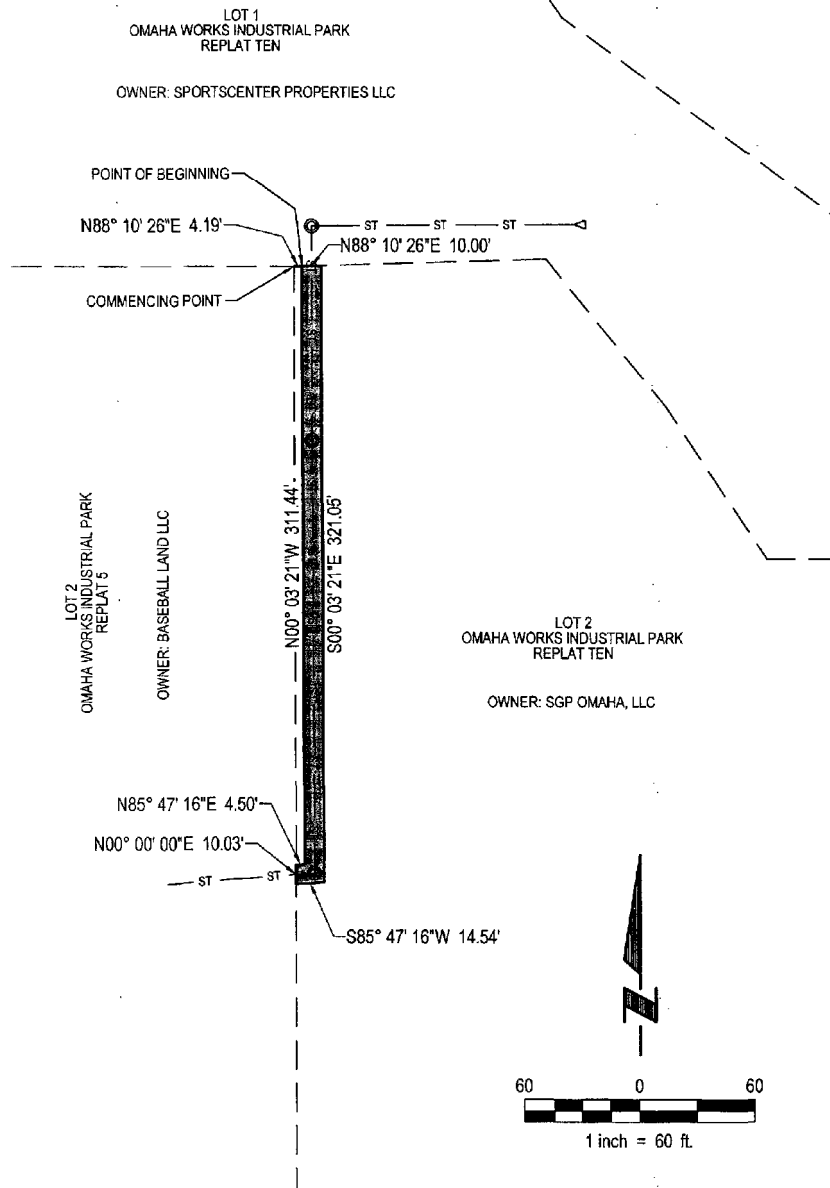
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Exhibit "B"

SGP OMAHA EASEMENT AREA

[See Attached]

EXHIBIT "B" **SGP OMAHA EASEMENT AREA**



PAGE 1 OF 2: SEE PAGE 2 FOR LEGAL DESCRIPTION OF EASEMENT AREA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.896.4700

Drawn by: FCE Chkd by: Scale: 1" = 60' Date: 05/23/2014
Job No.: P2008.541.012 PAGE 1 OF 2

EASEMENT AREA

PART OF LOT 2
OMAHA WORKS INDUSTRIAL PARK REPLAT 10
SE1/4 OF THE SE1/4 SEC. 31, T15N, R12E
NE1/4 OF THE NE1/4 SEC. 6, T14N, R12E
DOUGLAS COUNTY, NEBRASKA

Jason Headley

5/13/2014 8:47 AM

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EXHIBIT "B"
SGP OMAHA EASEMENT AREA

LEGAL DESCRIPTION: EASEMENT AREA

A TRACT OF LAND BEING PART OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M.; AND ALSO THE NE1/4 OF THE NE1/4 OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.; ALL LOCATED IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LOT 1, SAID OMAHA WORKS INDUSTRIAL PARK REPLAT TEN; THENCE N88°10'26"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A DISTANCE OF 4.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°10'26"W ALONG SAID NORTHERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, A DISTANCE OF 10.00 FEET; THENCE S00°03'21"E, A DISTANCE OF 321.05 FEET; THENCE S85°47'16"W, A DISTANCE OF 14.54 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, A SUBDIVISION LOCATED IN SAID SECTION 6; THENCE N00°00'00"E ALONG SAID WESTERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT TEN, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, A DISTANCE OF 10.03 FEET; THENCE N85°47'16"E, A DISTANCE OF 4.50 FEET; THENCE N00°03'21"W, A DISTANCE OF 311.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,258 SQUARE FEET OR 0.075 ACRES, MORE OR LESS.

PAGE 2 OF 2: SEE PAGE 1 FOR GRAPHIC DEPICTION OF EASEMENT AREA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.865.4700

Drawn by: FCE Chkd by: Scale: 1" = 60' Date: 06/23/2014
Job No.: P2008.541.010 PAGE 2 OF 2

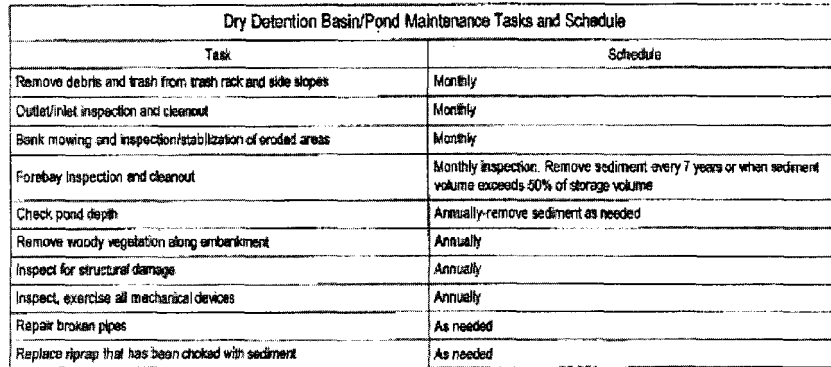
EASEMENT AREA

PART OF LOT 2
OMAHA WORKS INDUSTRIAL PARK REPLAT 10
SE1/4 OF THE SE1/4 SEC. 31, T15N, R12E
NE1/4 OF THE NE1/4 SEC. 6, T14N, R12E
DOUGLAS COUNTY, NEBRASKA

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BMP Maintenance Requirements



 E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES <small>200 SOUTH KENTZING STREET • OMAHA, NE 68102 • 402.491.6622</small>	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN	
	LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5 OMAHA, NEBRASKA	
Drawn by: MBS Job No.: P2008.216.001	Chkd by: _____ Date: 11/20/2008	Chkd by: _____

EXHIBIT "C2"

MAINTENANCE PLAN

BMP MAINTENANCE PLAN – OPW 51565 Lot 1, Omaha Works Industrial Park Replat 5

General BMP Information:

The BMP's constructed for this project in accordance with the requirements of the Post Construction Stormwater Management Plan are as follows:

BMP ID Name	BMP Type	Location
Detention Basin 1	Extended duration detention	Northeast corner of site

Routine BMP Maintenance Tasks and Schedule:

The following table outlines specific maintenance tasks and their minimum frequency for each type of BMP constructed:

Extended Duration Detention Basin - Tasks and Schedule	
Remove debris and trash from trash rack and side slopes	Monthly
Oulet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Freabay inspection and cleanout	Monthly inspection. Remove sediment every 7 years or when volume exceeds 50% of design storage volume.
Check pond depth	Annually – remove sediment as needed.
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect/exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace riprap that has been choked with sediment	As needed

Maintenance Inspection Reports:

The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner with the first report The first being prepared within one year of receiving the Certificate of Occupancy. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports within three (3) business days.