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POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

MAINTENANCE AGREEMENT AND EASEMENT

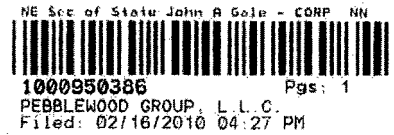
80 DODGE HOTEL VENTURE, LLC

PEBBLEWOOD GROUP, LLC

**AMENDED ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.state.ne.us>



Name of Limited Liability Company Beverly Plaza, L.L.C.

Please check the item or items that are being amended and provide the appropriate information as changed by the amendment:

Name of Limited Liability Company Pebblewood Group, L.L.C.

Purpose of Limited Liability Company _____

Period of duration is _____

Change in stated capital _____

Change to any other statement in the articles of organization _____

(attach additional pages if needed)

This change to the articles of organization was made pursuant to an affirmative vote of the majority in interest of the members or in such manner as specifically provided in the articles of organization.

DATED February 11, 2010


Signature of Authorized Representative

Edwin D. Schoening
Printed Name of Authorized Representative

FILING FEE: \$15.00 plus \$5.00 per additional page
Revised 12/19/2000

Neb. Rev. Stat. 21-2628

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 Tower Plaza Replat 10 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 numbers OPW51632-PCSMP, OPW51632-PCSMP, and OPW51632-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.

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 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. The City of Omaha or its designee shall then recover from the Property Owner any and all costs the City of Omaha expends to maintain or repair the facility or facilities or to correct any operational deficiencies. 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.
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. 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.
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.
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 4-22 2010.

INDIVIDUAL and/or PARTNERSHIP

<u>80 DODGE HOTEL VENTURE, LLC</u> BY: <u>MEMBERS</u>	
<u>LXXX DODGE HOTEL VENTURE, LLC</u> <u>MIDAS OMAHA II, LLC</u>	
Name <u><i>[Signature]</i></u>	Name <u><i>[Signature]</i></u>
<u>FERRY M. SCUSIP</u>	<u>DANIEL MARAK, MANAGER</u>
Title <u>MANAGER</u>	Title _____

<u>PEBBLEWOOD GROUP, LLC</u> BY: <u>FIRST MANAGEMENT, INC, IT'S MANAGER</u>	
Name <u><i>[Signature]</i></u>	Name _____
<u>RANDALL J. WIESELER</u>	_____
Title <u>PRESIDENT</u>	Title _____

ACKNOWLEDGMENT

NEBRASKA)
State

DOUGLAS)
County

filed as is

On this 22 day of APRIL, 2010 before me, a Notary Public, in and for said County, personally came the above named: Jerry M. Sully 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.

Shaun James
Notary Public



Notary Seal

ACKNOWLEDGMENT

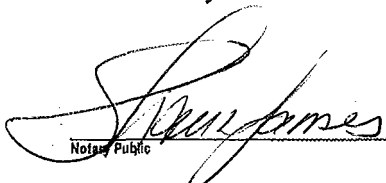
NEBRASKA)
State

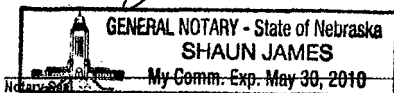
DOUGLAS)
County

filed as is

On this 22 day of APRIL 20 10 before me, a Notary Public, in and for said County, personally came the above named: ^{DANIEL}~~MADAY~~ 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.

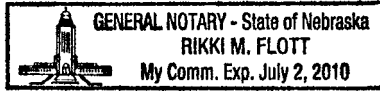

Notary Public



ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing was acknowledged before me this 27th day of April, 2010 by Randall Wieseler as President of First Management, Inc., Manager of Pebblewood Group, L.L.C., for and on behalf of said company.



Rikki M. Flott
Notary Public

Exhibit "A"

TOWER PLAZA REPLAT 10

LOTS 1, 2 AND 3

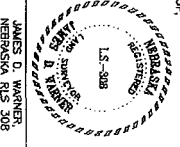
BEING A REPLATTING OF LOT 1, TOWER PLAZA REPLAT 9, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION FOR THE SUBDIVISION DESCRIBED HEREIN AND THAT THE MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS AND ANGLE POINTS WITHIN SAID SUBDIVISION TO BE KNOWN AS TOWER PLAZA REPLAT 10, LOTS 1, 2 AND 3, BEING A REPLATTING OF LOT 1, TOWER PLAZA REPLAT 9, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SE CORNER OF SAID LOT 1:

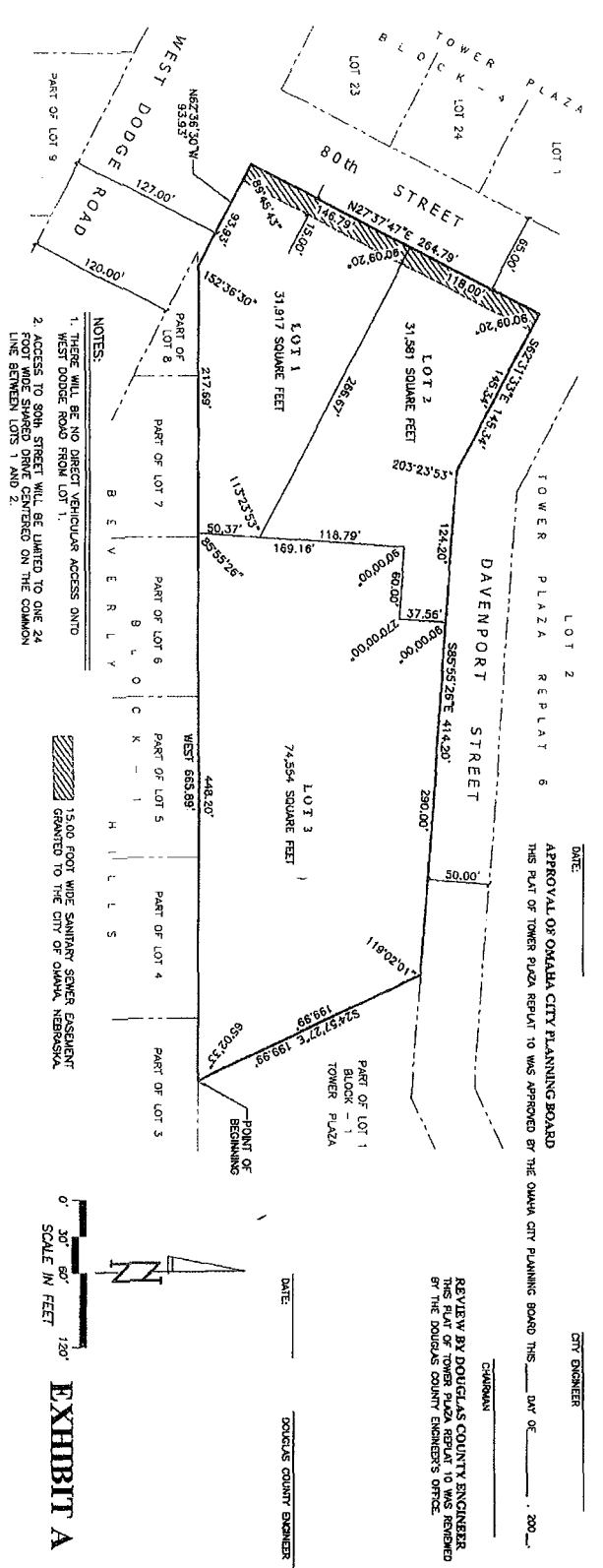
- THENCE WEST (ASSUMED BEARING) 665.89 FEET ON THE SOUTH LINE OF SAID LOT 1;
- THENCE N82°36'30"W 83.83 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SW CORNER THEREOF;
- THENCE N27°37'47"E 264.79 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NW CORNER THEREOF;
- THENCE S62°31'33"E 145.34 FEET ON THE NORTH LINE OF SAID LOT 1;
- THENCE S85°55'26"E 414.20 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE NE CORNER THEREOF;
- THENCE S24°57'27"E 198.99 FEET ON THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

OCTOBER 31, 2008
DATE



APPROVAL OF OMAHA CITY COUNCIL
THIS PLAN OF TOWER PLAZA REPLAT 10 WAS APPROVED AND ACCEPTED BY THE OMAHA CITY COUNCIL THIS _____ DAY OF _____, 2008.

MAJOR _____ PRESIDENT CITY CLERK _____



- NOTES:
1. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO WEST DODGE ROAD FROM LOT 1.
 2. ACCESS TO 80th STREET WILL BE LIMITED TO ONE 24 FOOT WIDE SHARED DRIVE CENTERED ON THE COMMON LINE BETWEEN LOTS 1 AND 2.

15.00 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO THE CITY OF OMAHA, NEBRASKA

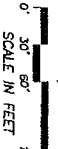


EXHIBIT A

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA) s.s.
COUNTY OF DOUGLAS) ss.
I, MICHAEL G. KUCERA, MANAGER
A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY,
HEREBY CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND DEDICATED WITHIN THIS PLAN, AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2008.

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND DEDICATED WITHIN THIS PLAN, AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2008.

APPROVAL OF CITY ENGINEER
I HEREBY APPROVE THIS PLAN OF TOWER PLAZA REPLAT 10 ON THIS _____ DAY OF _____, 2008.

DOUGLAS COUNTY TREASURER _____
CITY ENGINEER _____

APPROVAL OF OMAHA CITY PLANNING BOARD
THIS PLAN OF TOWER PLAZA REPLAT 10 WAS APPROVED BY THE OMAHA CITY PLANNING BOARD THIS _____ DAY OF _____, 2008.

REVIEWED BY DOUGLAS COUNTY ENGINEER
THIS PLAN OF TOWER PLAZA REPLAT 10 WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE.

**BMP Maintenance Plan
Tower Plaza Replat 10, Lots 1, 2, & 3
80 Dodge**

I. General BMP Information

BMP ID Name	Parcel Tax ID
Underground Stormwater Chamber 1	Lots 1 & 2 Tower Plaza Replat 10
Underground Stormwater Chamber 2	Lot 3 Tower Plaza Replat 10

II. BMP Site Location Map (attached)

III. Routine Maintenance Tasks and Schedule for typical BMPs

Bioretention Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check and repair and eroded areas	Monthly
Remulch any void areas	Monthly
Check vegetation and replace any damaged plan materials	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Reseed grass swale or border	As needed
Apply for new mulch	Annually
Pruning	Annually
Perform soil test and replace soil if needed	Annually
Repair broken pipes	As needed
Replace rip rap that is chocked with sediment	As needed
Remove sediment	As needed
Replace mulch	Every three years

EXHIBIT "B"

Wet Pond Maintenance Tasks and Schedule	
Task	Schedule
Remove debris from side slopes and trash rack	Monthly
Check and clear orifice of any obstructions	Monthly
Outlet/inlet inspection and cleanout	Monthly
Check pond side slopes and repair eroded areas, bank mowing	Monthly
Forebay inspection and cleanout	Monthly-remove sediment every 7 years or when sediment volume exceeds 50% of storage volume
Volume Measurement	Annually-dredging needed every 20 years or when 25% of permanent pool volume has been lost
Inspect/Exercise all mechanical devices	Annually
Inspect for structural damage/leaks	Annually
Replace broken pipes	As needed
Replace riprap that has been choked with sediment	As needed
Pest control	As needed
Security	As needed

Dry Detention Basin/Pond Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash from rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Forebay inspection and cleanout	Monthly-remove sediment every 7 years or when sediment volume exceeds 50% of 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
Replace broken pipes	As needed
Replace riprap that has been choked with sediment	As needed
Security	As needed

Stormwater Wetland Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash from rack and side slopes	Monthly
Inlet/outlet inspection and cleanout	Monthly
Forebay inspection and cleanout	Monthly-remove sediment every 7 years or when sediment volume exceeds 50% of storage volume
Bank mowing and stabilization of eroded areas	Monthly
Removal of cattails and invasive species, replant as necessary	Semi-Annually
Inspect for structural damage	Annually
Sediment level	Annually-remove at 20 years or when plants are being impacted
Repair broken pipes	As needed
Replace riprap that has been choked with sediment	As needed
Pest control	As needed
Security	As needed

Sand Filter Maintenance Tasks and Schedule	
Task	Schedule
Remove trash	Monthly
Inspect outlet for obstructions	Monthly
Inspect for clogging	Monthly
Skim sand media	Annually
Pump oil and grit separator	Annually
Replace sand media	As needed

Infiltration Trench Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check observation well for standing water	Monthly
Remove unwanted vegetation	Monthly
Maintain stone or mulch top surface	Annually
Remove sediment deposits and reseed	As necessary

Grassed Swale/Channel Maintenance Tasks and Schedule	
Task	Schedule
Trash/debris removal	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Inspect for erosion and vegetative failure	Monthly, reseed as necessary
Inspect check dams and diversion devices	Monthly
Remove accumulated sediment	Semi-Annually
Repair any damaged or displaced riprap	As needed

Filter Strip Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash	Monthly
Stabilization of eroded areas	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Check outlet pipes (if present) for clogging	Monthly
Repair flow dispersion device to avoid formation of channels	Monthly
Remove sediment	Semi-Annually
Reseed	Annually

Greenroof/Rooftop Runoff Management Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash	Monthly
Weed trees and invasive species	Monthly
Remove debris and litter from the rooftop drainage system	Monthly
Irrigate and fertilize	As necessary
Replace dying/diseased plants	As necessary

Level Spreader Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Inspect for any undercutting	Monthly
Inspect for any settlement	Monthly
Replace eroded riprap or stone	Monthly
Mowing	Monthly-maintain 2-6 inches in height
Inspect for erosion and channeling	Monthly
Remove sediment from forebay	Annually
Remove large stemmed vegetation	Annually
Repair all concentrated flows	As needed

Permeable Pavement Maintenance Tasks and Schedule	
Task	Schedule
Remove sediment from pavement surface	Monthly
Clean pavement of oil and grease	Monthly
Spray weeds and moss with herbicides	Monthly-during growing season
Vacuum sweep surface	Annually
Replace gravel	Annually
Inspect for deterioration	Annually
Verify surface dewaterers after storms	Annually

- IV. In case the ownership of the property transfers, the current 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.
- V. 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. The first report shall be 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.