

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT FOR OMA-20200221-5358-P**

WHEREAS, Faithful Realty LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Dollar Tree** located in the jurisdiction of City of Omaha, Nebraska; and,

WHEREAS, Faithful Realty LLC, is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

WHEREAS, 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, OMA-20200221-5358-P, (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 shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City or its designee.
2. The Owner must develop and provide the "BMP Maintenance Requirements", per the attached Exhibit "B", which have been reviewed and accepted by the City 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 for a period of three (3) years.

3. The 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 or its designee.
4. The 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 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 Owner harmless from any damage by reason of the City's or its employees, contractors or agents negligent acts during such entry upon the property.
5. The 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 Owner for corrective actions, or shall fail after 30 days' notice from City to Owner, 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 the property to make all reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the City shall indemnify and hold the Owner harmless from any damage by reason of the City's or its employees, contractors or agents negligence during such entry upon the property.
6. The City or its designee shall have the right to recover from the Owner any and all reasonable costs the City 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 or its designee all of its expended costs, after forty-five 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 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.
7. The Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities, unless caused by the City or its employees, contractors or agents.
8. The 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 Owner unless caused by the City or its employees, contractors or agents. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit unless caused by the City or its employees, contractors or agents.

- 9. Based on such claim unless due solely to the negligence or wrongful act 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 and the 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 Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
- 10. The Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- 11. 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 11th day of JUNE, 2020.

Faithful Realty, LLC

By: Tony Kim
Tony Kim, Managing Member

State of Nebraska)
County of Douglas)ss.

The foregoing agreement was acknowledged before me this 11th day of JUNE, 2020 by Tony Kim, Managing member, Faithful Realty, LLC.

Theresa A. Trautman
Notary Public

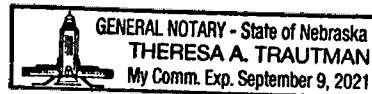
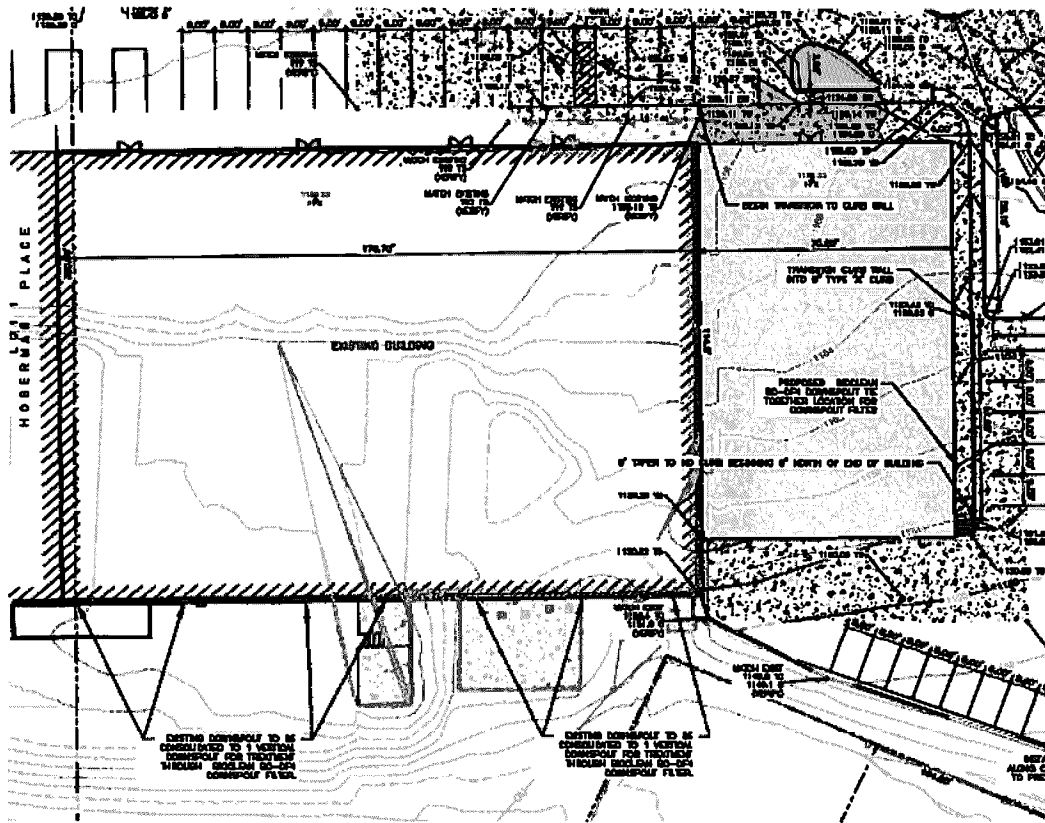


EXHIBIT 'A'



PROJECT INFORMATION

TD2 Job Number: 1738-105
 Douglas County Legal Description: Hoberman Place Lot 2 Block 0 Lot 2
 Property Address: 5921 Ames Avenue
 Omaha, NE 68104
 Subdivision Name: Elkhorn – Jones Plat
 Section: SE 12-15-10

APPLICANT INFORMATION

Business Name: Faithful Realty LLC
 Business Address: C/O Lerner Company
 10855 West Dodge Road #279
 Omaha, NE 68154
 Representatives Name: Tony Kim
 Representative's Email: tonysk62@aol.com
 Representative's Phone: (949) 680-5780

BMP INFORMATION

Name	Description	Latitude/Longitude
DF	Downspout Filters	N41.298624, W96.003501

Exhibit "B"

**BMP Maintenance Plan
Dollar Tree
5921 Ames Ave
Omaha, NE 68104
OMA-20200221-5358-P**

I. GENERAL BMP INFORMATION

BMP ID Name	Location
DF	See Exhibit 'A'

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

DF: Bio-Clean Downspout Filter

Inspection and Cleaning Cycle:

Inspections shall begin immediately after construction is completed and thereafter on a minimum of a quarterly 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.

Maintenance Instructions:

To inspect the Bio-Clean downspout filter it must be removed from the downspout and inspected for debris/clogging. The unit shall be cleaned (at a minimum) when the debris depth has reached the 6-inch depth. The debris shall be disposed of in accordance with local laws and regulations. The debris screen shall be brushed clean and the hydrocarbon boom shall be checked for contamination and replaced as needed.

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 three years. The maintenance and inspection reports shall at a minimum include the following information:

Downspout Filters

- a. Date and time inspection was performed.
- b. Visual inspection of Filters.
- c. Depth of debris within Filters.
- d. Date and time routine maintenance was performed on filter.

Note: Per City of Omaha requirements, annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

Submit by Email

Print Form

**Papillion Creek Watershed Partnership Applicant's Certification Form
For Post-Construction Stormwater Management Plan**

This certification form must be executed by the legal property owner (APPLICANT) and submitted with the PCSMP application package. The APPLICANT may submit the PCSMP application package or designate a representative to do so.

APPLICANT INFORMATION			
Business Name	Faithful Realty LLC		
Business Phone	949-680-5780		
Alternate Phone			
Business Address	5921 Ames Avenue		
	City: Omaha	State: NE	Zip Code: 68104
APPLICANT'S Name	Tony Kim		
APPLICANT'S Email	tonysk62@aol.com		
Project # Assigned by APPLICANT (if applicable)			

PCSMP DESIGNER	
TD2, Inc	Benjamin Drews, PE
Business Name	Designer's Name
10836 Old Mill Rd	BDrews@td2co.com
Address	Designer's Email
Omaha, NE 68154	1738-105
City, State, Zip	Designer's Project #
402-330-8860	
Business Phone #	Alternate Phone #

CONSTRUCTION INSPECTOR	
TD2, Inc.	Benjamin Drews, PE
Business Name	Inspector's Name
10836 Old Mill Rd	BDrews@td2co.com
Address	Inspector's Email
Omaha, NE 68154	1738-105
City, State, Zip	Inspector's Project #
402-330-8860	
Business Phone#	Alternate Phone #

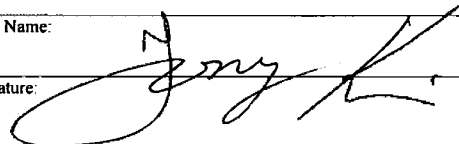
Certification Statement

"I hereby request – as the legal property owner – to act as APPLICANT for the proposed project defined within the Post Construction Stormwater Management Plan Application and the associated supporting documentation completed by myself or the PCSMP Designer indicated below. Further, I certify, under penalty, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Tony Kim

Print APPLICANT'S Name:

APPLICANT'S Signature:



Date:

6/11/2020