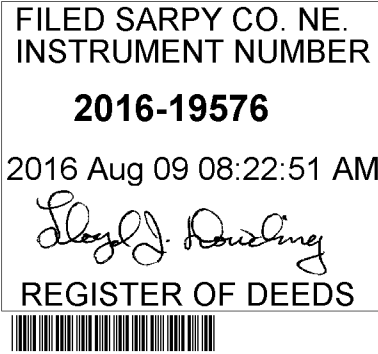


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POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

WHEREAS, TS Apartments, LLC recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Titan Springs Apartments** located in the jurisdiction of the City of Papillion, Sarpy County, Nebraska; and,

WHEREAS, TS Apartments, LLC (hereinafter referred to as "the Property Owner") is the owner of **Titan Springs Apartments**, (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Papillion (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, **PAP-20160411-3539-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 Papillion 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 Papillion 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 Papillion 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 Papillion or its designee in its sole discretion, the City of Papillion 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 Papillion 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 Papillion or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Papillion 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 Papillion or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Papillion 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 Papillion to maintain or repair the facility or facilities, and the City of Papillion 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 Papillion 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 Papillion to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy 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.

Dated this 28th day of July, 2016.

TS Apartments, LLC

By:

Mr. Scott Brown, Managing Member

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 28th day of July, 2016 before me, a Notary Public, in and for said County, personally came the above named: Mr. Scott Brown, Managing Member, TS Apartments, LLC, who is personally known to me to be the identical person whose name is affixed to the above Instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

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

Jan L. Saks
Notary Public

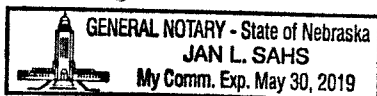
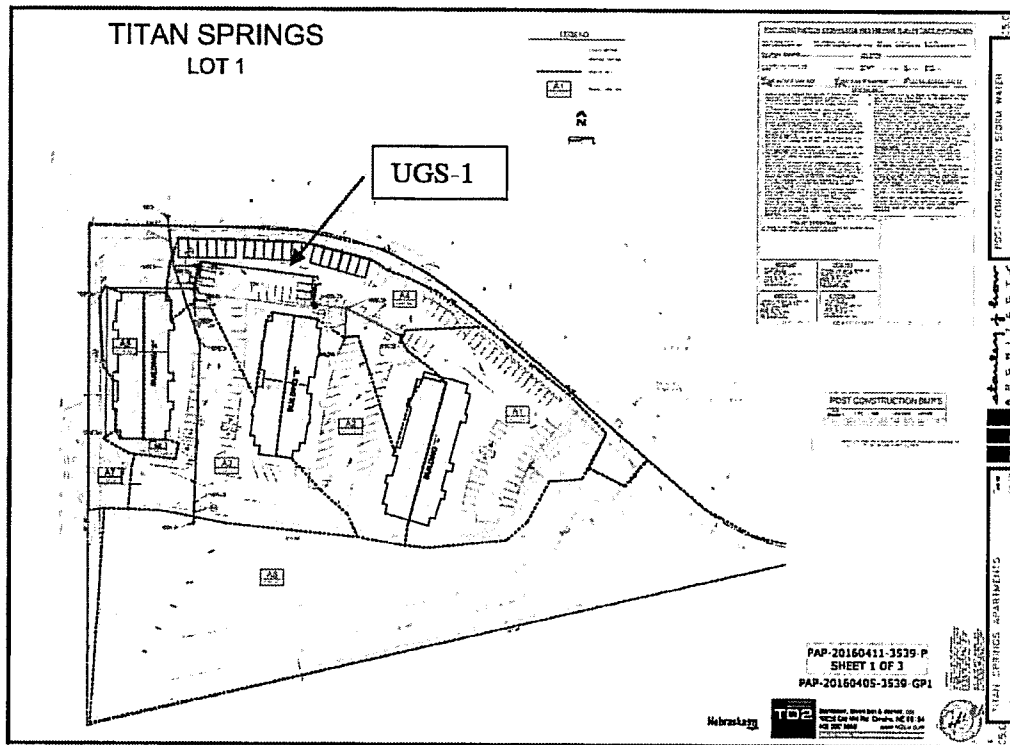


Exhibit "A-1"



Project Information

Legal Description:

Lots 1 and 2, Titan Springs Replat 4, a
Subdivision in Sarpy County, Nebraska

Subdivision Name:

Titan Springs

Section:

36-14-12

Applicant Information

Business Name:

TS Apartments, LLC

Business Address:

1925 N 120th St.
Omaha, NE 68154

Representatives Name:

Mr. Scott Brown, Managing Member

Representative's Email:

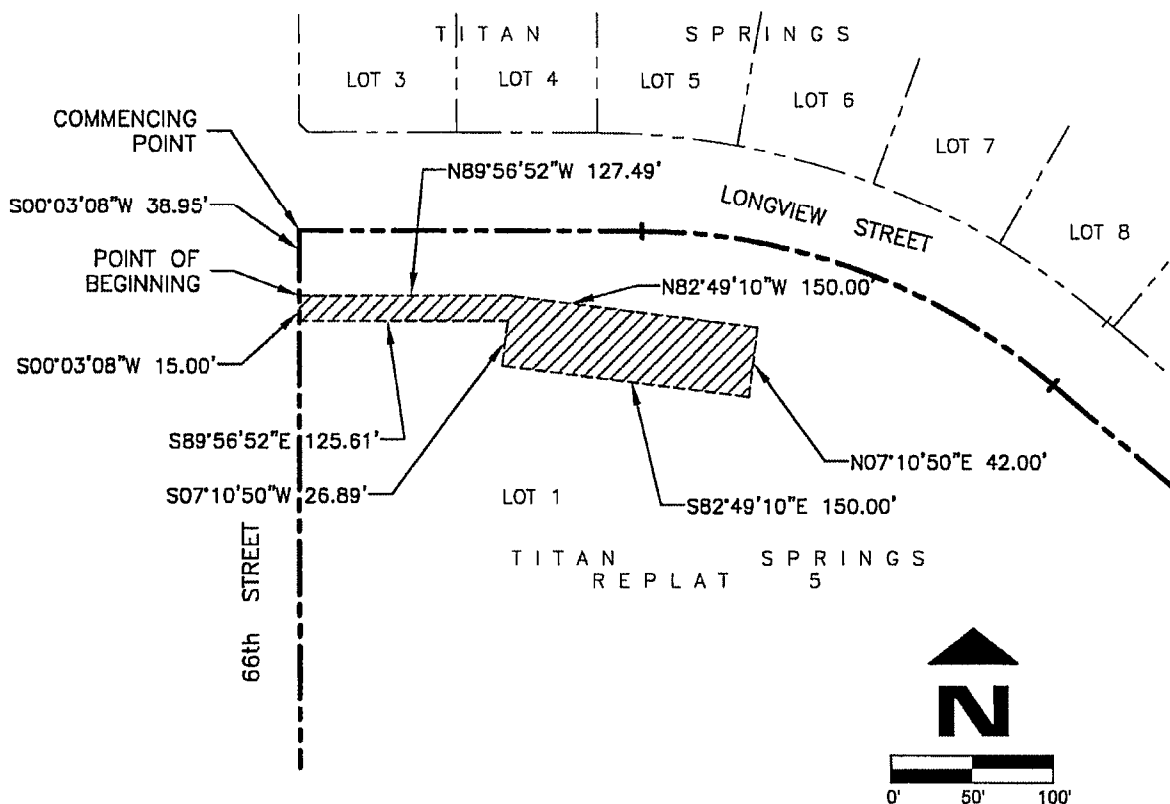
sbrown@quantumqre.com

Representative's Phone:

402-934-1029

BMP Information

Name	Identifier	Latitude/Longitude
Underground Storage Chambers	UGS-1	N 41.139092°, W 96.013318°



LEGAL DESCRIPTION

THAT PART OF LOT 1, TITAN SPRINGS REPLAT 5, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 1;

THENCE S00°03'08"W (ASSUMED BEARING) 38.95 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°03'08"W 15.00 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE S89°56'52"E 125.61 FEET;

THENCE S07°10'50"W 26.89 FEET;

THENCE S82°49'10"E 150.00 FEET;

THENCE N07°10'50"E 42.00 FEET;

THENCE N82°49'10"W 150.00 FEET;

THENCE N89°56'52"W 127.49 FEET TO THE POINT OF BEGINNING.



JobNumber:1431-106(PCSMPEX)
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: JULY 19, 2016
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A-2"

Book
Page

Exhibit "B"

**BMP Maintenance Plan
Titan Springs Apartments
Highway 370 and 66th Street
Papillion, NE 68103
OMA-20150303-2831-P**

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
UGS-1	See Exhibit 'A'	See Exhibit 'A'

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE
StormTech[®] Isolator[™] Row

Inspection and Cleaning Cycle

Inspections shall begin immediately after construction is completed and thereafter on a bi-annual 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.

Inspection and Maintenance Instructions:

To inspect the StormTech[®] Isolator[™] Row for sediment, first remove the cover from the manhole at the end of the Isolator Row. Using a flashlight, inspect down Isolator Row through the outlet pipe. Mirrors on poles or cameras may be used to avoid confined space entry. If entering the manhole, follow OSHA regulations for confined spaces. Visually inspect the sediment depth, and, if the sediment is at or above the lower row of the sidewall holes, follow the maintenance procedures that can be found in the StormTech Isolator Row Owners and Maintenance Manual which can be found on <http://www.stormtech.com>. If the sediment is at an acceptable level, replace all caps lids and covers. Inspect and clean all inlets, catch basins, and manhole upstream of the StormTech system.

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 one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.