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2016027970

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Noah Operations Omaha, NE, LLC ("Lessee") recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Noah's Event Venue**, located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, Lessee under the Lease dated June 23, 2015, as assigned and amended has the right to construct, maintain, and operate an event venue and associated improvements within the leasehold estate (hereinafter referred to as "the Property") further described on Exhibits A and A1. Attached hereto, and

WHEREAS, the City of Omaha (hereinafter referred to as "the City") requires and the Lessee, on behalf of 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-20150514-3094-P**, (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Lessee, 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 Lessee agrees as follows:

1. The facility or facilities shall be constructed by the Lessee in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. Lessee has developed 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 professional

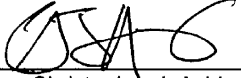
qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.

3. Lessee, 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 for and during the term of its lease of the property.
4. Lessee, 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. Lessee, 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 Lessee 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 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 Lessee harmless from any damage by reason of the City's negligent acts during such entry upon the property. The City of Omaha or its designee shall have the right to recover from the Lessee 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 Lessee to pay, or foreclose upon the lien hereby authorized by this agreement against the leasehold estate of the Lessee in the Property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
6. Lessee 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. Lessee, 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,

Consent of Owner

The undersigned, being the Lessor under the lease described in paragraph 2 of the recitals set forth above, hereby consents to the agreement set forth below, without assuming any obligation, cost, responsibility or liability in regard thereto.

Rockwell Omaha, LLC
a Utah limited liability company


Name: Christopher J. Ashby
Title: Rockwell Omaha LLC Manager

State of: Utah
County of: Salt Lake

On this 15th day of April, 2016, before me, the undersigned, a Notary Public in and for the said State, personally appeared Christopher J. Ashby to me known to be the Manager of the Rockwell Omaha, LLC, the LLC that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the said LLC.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My Commission expires:
2/11/20



Notary Public in and for the
State of Utah.



EXHIBIT "A"

Project Information

Legal Description: Lot 1, Replat 2, Pacific Springs Vista
 Address" 17121 Marcy Street
 Subdivision Name: Pacific Springs Vista
 Section: 21-15-11

Applicant Information

Business Name: Noah Operations Omaha, NE, LLC
 Business Address: PO Box 1289
 Riverton, UT 84065
 Representatives Name: Ron Neil
 Representative's Email: ron.neil@noahseventvenue.com
 Representative's Phone: (801) 580.4541

BMP Information

Name	Identifier	Latitude/Longitude
Stormtech Chambers	ST-1	N 41.249201°, W 96.182142°

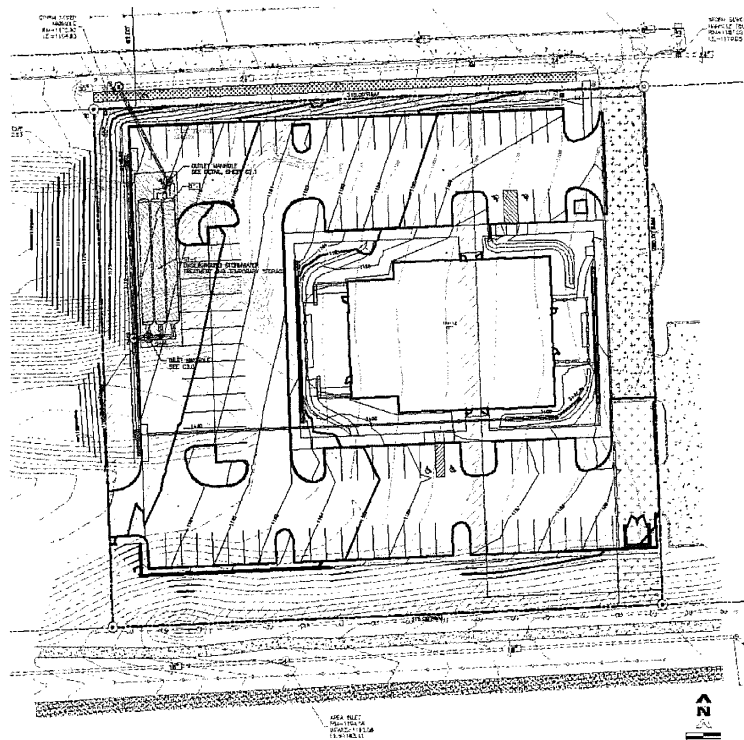
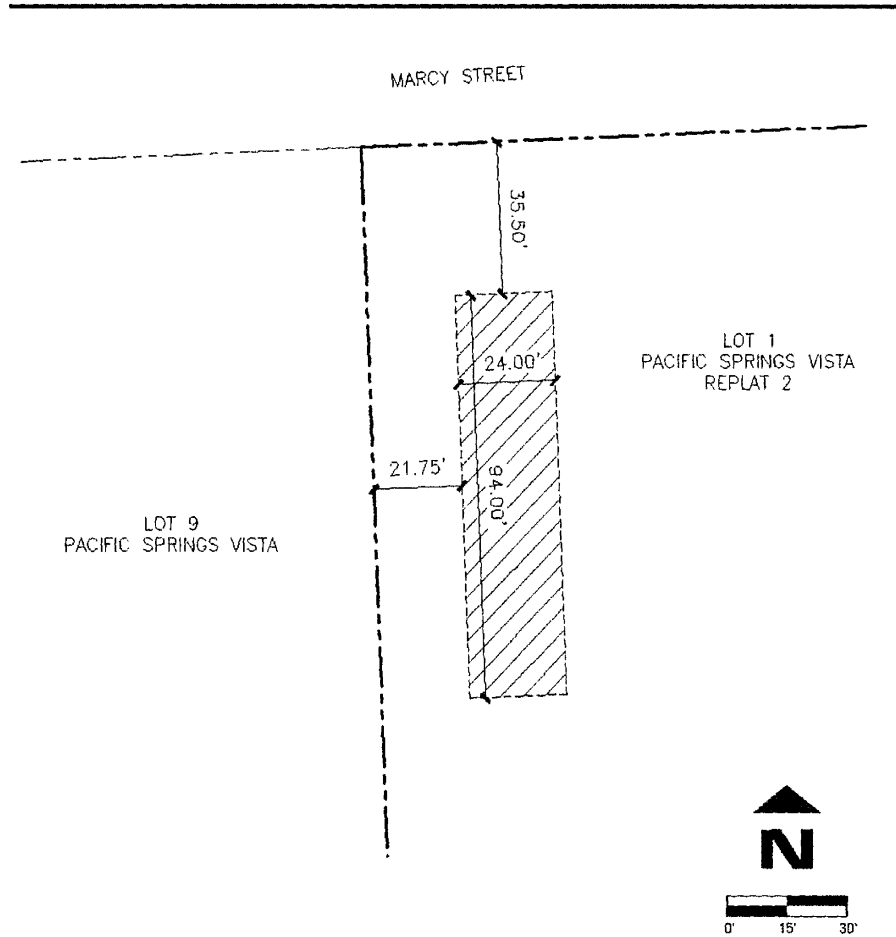


Exhibit "A1"



LEGAL DESCRIPTION

THE EAST 24.00 FEET OF THE WEST 45.75 FEET OF THE SOUTH 94.00 FEET OF THE NORTH 129.50 FEET OF LOT 1, PACIFIC SPRINGS VISTA REPLAT 2, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1970-104 EX A1 thompson, dressen & domer, inc. 10835 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: 06/03/2015 Drawn By: MRS Reviewed By: DKN Revision Date:	<h2>EXHIBIT "A1"</h2>	Book: Page:

Exhibit "B"

**BMP Maintenance Plan
Noah's Event Venue
Lot 1, Replat 2 Pacific Springs Vista
17121 Marcy Street
OMAHA, NE 68118**

OMA20150514-3094-P

I. GENERAL BMP INFORMATION

BMP ID Name	Location	Legal Description
ST-1	See Exhibit "A"	See Exhibit "A"

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

ST-1: 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 (note that there is a manhole located at either 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 sidewall holes (approximately 3"), follow the maintenance procedures listed below. If the sediment is at an acceptable level, replace all caps, lids and covers. Inspect and clean all inlets, catch basins, and manholes upstream of the StormTech system.

Maintenance Instructions:

Perform JetVac maintenance if sediment has been collected to an average depth of 3" inside the Isolator Row. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Use a JetVac nozzle designed for culverts or large diameter pipe cleaning. Rear facing jets with an effective spread of at least 45" are best. Dispose of the polluted water, oils, sediment, and trash at an approved facility.

- Local regulations prohibit the discharge of solid material into the sanitary sewer system.
- It is the responsibility of the person providing the maintenance to the StormTech Chambers to dispose of the pollutants in accordance with local, state, and federal regulations.

Note: The current StormTech Isolator Row O & M Manual can be viewed at: http://www.stormtech.com/download_files/pdf/OperationMaintenanceManual.pdf

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 five years. The maintenance and inspection reports shall at a minimum include the following information;

- Date and time inspection was performed.
- Visual inspection of Isolator Row.
- Sediment depths.
- Date and time routine maintenance was performed on the StormTech Isolator.

The following is a sample maintenance log which may be used to record this information;

Date	Stadia Rod Readings		Sediment Depth (1) - (2) (ft)	Observations / Actions	Observer
	Fixed Point to Chamber Bottom (ft)	Fixed Point to Top of Sediment (ft)			
3/15/01	6.3	none		New installation. Fixed point is CI frame at grade	BLL
9/24/01		6.2	0.1	Some grit felt	BLL
6/20/03		5.8	0.5	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	BLL
7/7/03	6.3	0	0	System jetted and vacuumed	BLL

Note: Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

EXHIBIT "C"
AFFIDAVIT

State of Utah)
)
Count of Salt Lake)

Noah Operations Omaha, NE, LLC
a Utah LLC *rdw*

BEFORE ME, this 15th day of April, 2016, the undersigned authority, personally appeared William J Bowser, President of ~~Noah Corporation, a Utah Corporation~~ (the "Affinant"), who is personally known to me being first duly cautioned and sworn, deposes and says based on his present actual knowledge, makes the following representations with respect to the below referenced Lease, which representations are effective as of this date as follows:

1. **Lease:** Noah's Event Venue Lease dated June 23, 2015
Memorandum of Lease: Recorded March 7, 2016, Instrument # 2016016055
Landlord: Rockwell Omaha, LLC, a Utah limited liability company
Tenant: Noah Operations Omaha, NE, LLC a Utah limited liability company.
Lease Premises: That certain real property located in the city of Omaha, County of Douglass, State of Nebraska, shown as Exhibit "A" of the Lease, together with all buildings and improvements located thereon and all easements, rights and appurtenances thereto.
Lease detail: Specific Lease details found in Exhibit "D" located therein the PCSMP documents.
2. The Lease is for a base term of twenty (20) years which expires March 31, 2036, together with two (2) successive ten (10) year renewal terms.
3. There are at present no amendments to the Lease.

Noah Operations Omaha, NE, LLC
a Utah LLC

By: *[Signature]*
Name: William J Bowser
Title: President

SWORN TO AND SUBSCRIBED before me this 15th day of April, 2016 by William J Bowser, a President of Noah Operations Omaha, NE, LLC a Utah limited liability company, who is personally known to me.

[Signature]
Notary Public – State of Utah



EXHIBIT "D"

14.5 Easement and Access. Tenant shall have the authority to grant easements, right of way, rights of entry and any other applicable instrument on behalf of the Landlord in order to facilitate access to the premises and the installation of all utilities and public services on the premises including, but not limited to; communications, electrical, gas, water and so forth.

14.6 Post Construction Maintenance. As Tenant is solely responsible for the maintenance of the property per Article 7, Tenant shall have the authority to enter into an necessary agreements on behalf of the property owner(s) required by the municipality for the post-construction maintenance of the site including, but not limited to; inspections, reports, storm water management, SWPPP, BMP (Better Management Practices) and any other items related thereto.