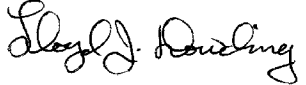



COUNTER <u>DKH</u>
VERIFY <u>DKH</u>
FEES \$ <u>64.00</u>
CHG <u>SFILE</u>
SUBMITTED <u>TITLECORE NATIONAL, LLC</u>

FILED SARPY CO. NE. INSTRUMENT NUMBER 2017-01110 2017 Jan 12 03:50:30 PM  REGISTER OF DEEDS



AFTER RECORDING RETURN TO:

CROKER, HUCK, KASHER, DeWITT,
ANDERSON & GONDERINGER, L.L.C. (RLA)
2120 S 72 ST STE 1200
OMAHA NE 68124

FACILITIES EASEMENT - PERPETUAL

KNOW ALL MEN BY THESE PRESENTS:

THAT **PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska nonprofit corporation (hereinafter referred to as "Grantee"), its successors and assigns, perpetual easements over, under, on and across that real estate in Sarpy County, Nebraska, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

The scope and purpose of said easements are the following:

The ingress and egress to, and repair and maintenance of the stormwater management facilities as described in the Post Construction Stormwater Management Plan Maintenance Agreement (hereinafter the "PCSMP") executed 1-11, 2017, a copy of which is attached hereto as **Exhibit "B"**, attached hereto and incorporated herein by this reference (including but not limited to the detention basins for the detention of surface storm waters) over and upon the described real property. No building or other obstruction shall be built thereon during the period of this easement.

The Grantee and its contractors and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement, including but not limited to the duties set forth in the

PCSMP and the Grant of Easement and Declaration of Covenants, Conditions and Restrictions recorded on or about the same date hereof.

By accepting and recording this perpetual easement grant, Grantee agrees forthwith to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of construction, alterations, maintenance, inspection, repairs or reconstruction of the stormwater management facilities.

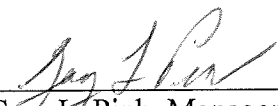
Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said perpetual easements; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

This instrument shall be binding on the successors and assigns of the respective parties hereto and shall run with the land. The members of the Grantee are the owners of Lots 1-8 of Pink Industrial Park 2, a Subdivision in Sarpy County, Nebraska, who are intended third party beneficiaries of this easement and who are entitled to enforce the terms of this easement in addition to Grantee, as well as any other property which may be permitted to use the easement pursuant to the terms of the Grant of Easements and Declaration of Covenants, Conditions and Restrictions recorded on or about the same date hereof.

The doctrine of merger is hereby specifically negated and the easements granted herein shall be valid notwithstanding the fact that the benefitted and burdened lots may have common ownership.

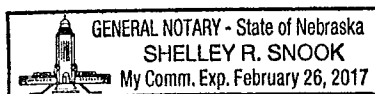
IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 11 day of January, 2017.

PINK FAMILY INVESTMENTS, LLC

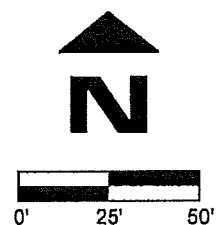
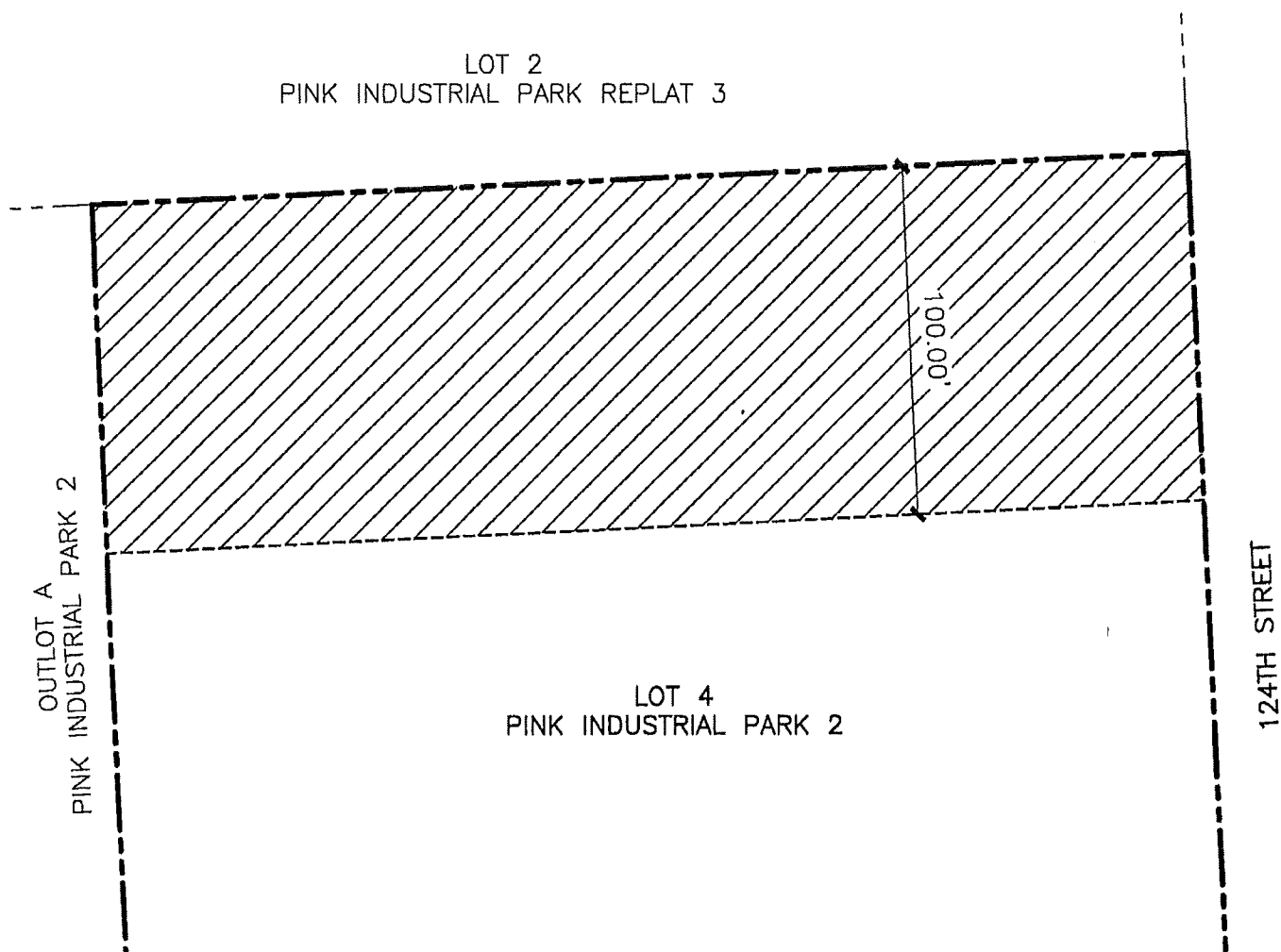
By: 
Gary L. Pink, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of January, 2017, by Gary L. Pink, Manager of **PINK FAMILY INVESTMENTS, LLC** a Nebraska limited liability company, on behalf of the company.




Notary Public



LEGAL DESCRIPTION

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3
thompson, dreessen & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 09/12/2016
Drawn By: MRS
Reviewed By: RMK
Revision Date:

EXHIBIT A

Book
Page

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT FOR PAP-20160615-2019-P**

WHEREAS, Pink Family Investments, LLC, its successors or assigns, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Pink Industrial Park 2** located in the jurisdiction of City of Papillion, Nebraska; and,

WHEREAS, Pink Family Investments, LLC, its successors or assigns, is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

WHEREAS, Pink Industrial Park 2 Owners Association, (hereinafter referred to as the "Owners Association") is a Nebraska non-profit corporation established to administer the affairs of the property owners in Pink Industrial Park 2, including but not limited to the duties for post construction maintenance contained in this Agreement; and

WHEREAS, City of Papillion (hereinafter referred to as "the City") requires and the Owners Association and the Owner, and their respective 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-20160615-2019-P**, (hereinafter referred to as "PCSMP"), shall be constructed by Owner and maintained by the Owners Association, 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 Owner and the Owners Association agree 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.

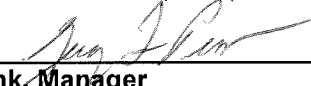
EXHIBIT B

3. The Owner, its administrators, executors, successors, heirs, or assigns, shall construct and the Owners Association, its administrators, executors, successors, heirs, or assigns, shall 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 Owners Association, 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 Owners Association copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Owners Association 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 Owners Association 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 Owners Association its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within a reasonable time frame agreed to in the response by the Owners Association for corrective actions, or shall fail after 30 days' notice from City to Owners Association, 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 Owners Association 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 Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, 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 Owners Association, and the property owners in Pink Industrial Park 2, for their respective prorata share, to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees, if allowed by law, shall be added to the recovery to the successful party.
7. The Owners Association 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 Owners Association, 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 Owners Association and the Owners Association shall defend at its own expense any suit unless caused by the City or its employees, contractors or agents, 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 Owners Association, 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 Owners Association shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
9. Neither the Owners Association nor any property owner shall in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. 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 Owners Association, its administrators, executors, successors, heirs, or assigns, including any property owners in Pink Industrial Park 2, or any business association, and any other successors in interest.

Dated this 11 day of January, 2017.

By: Pink Family Investments, LLC, Owner

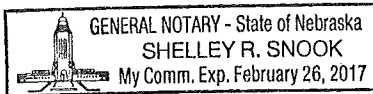
by: 
Gary Pink, Manager


By: Pink Industrial Park 2 Owners Association,

by: 
Gary Pink, President

State of Nebraska)
)ss.
County of Douglas)

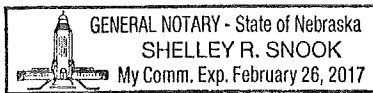
The foregoing agreement was acknowledged before me this 11th day of January, 2017 by Gary Pink, Manager of Pink Family Investments, LLC.




Notary Public

State of Nebraska)
)ss.
County of Douglas)

The foregoing agreement was acknowledged before me this 11th day of January, 2017 by Gary Pink, President of Pink Industrial Park 2 Owners Association.




Notary Public

EXHIBIT 'A'

PROJECT INFORMATION

Legal Description:

Lots 1 through 8 inclusive, Pink Industrial Park 2, All in Section 19,
T14N, R12E of the 6th P.M., Sarpy County, Nebraska

Property Address:

S 124th and Valley Ridge Drive
Omaha, NE 68128

Subdivision Name:

Pink Industrial Park 2

Section:

SE 19-14-12

APPLICANT INFORMATION

Business Name:

Pink Family Investments, LLC.

Business Address:

4920 South 66th Plaza
Omaha, NE 68117

Representatives Name:

Gary Pink, Manager

Representative's Email:

gary@pinkgrading.com

Representative's Phone:

402-592-1034

BMP INFORMATION

Name	Description	Latitude/Longitude
EDDB-1	Extended Dry Detention Basin	N41.167292, W96.107014

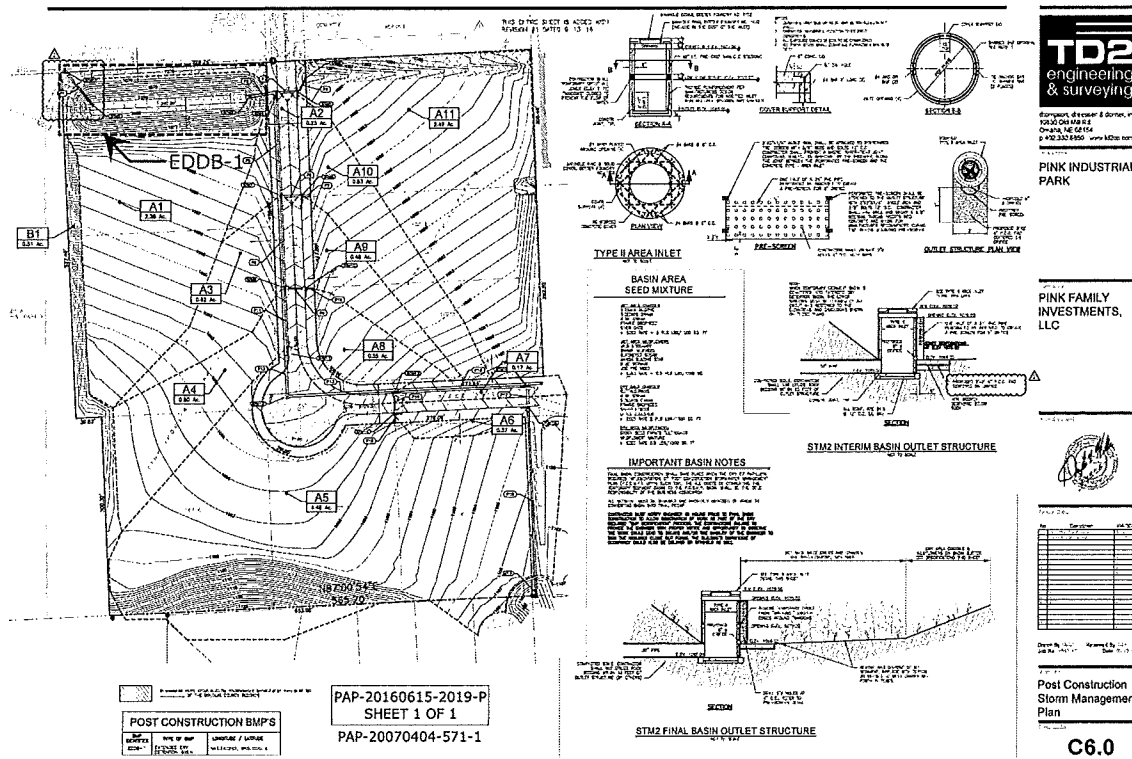
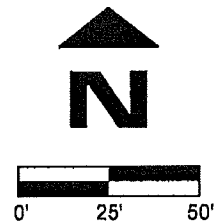
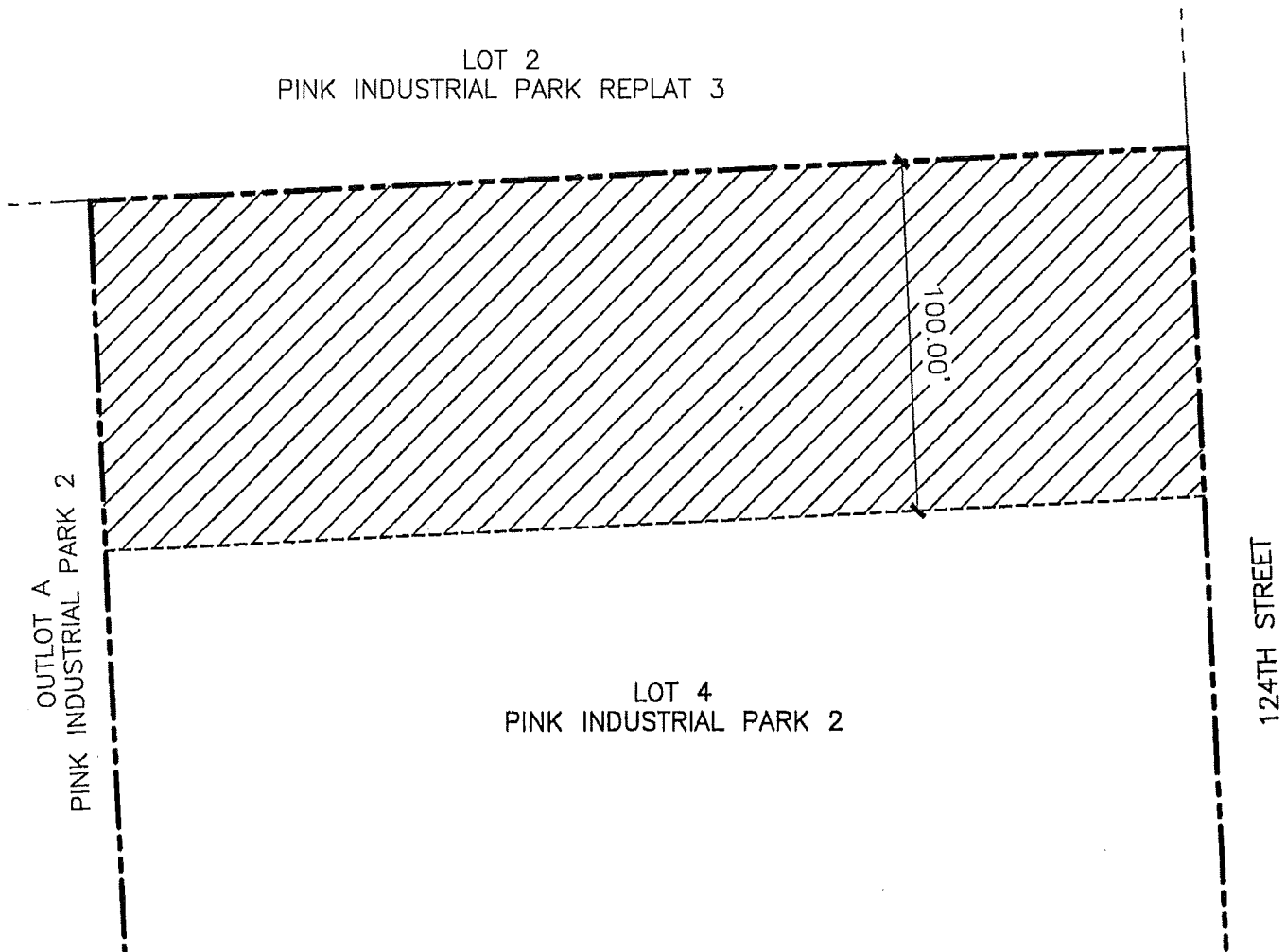


Exhibit “A-1”



LEGAL DESCRIPTION

THE NORTH 100.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



Job Number: 1042-121 EX 3

thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: 09/12/2016
Drawn By: MRS
Reviewed By: RMK
Revision Date:

EXHIBIT "A-1"

Book
Page

Exhibit "B"
BMP Maintenance Plan
Pink Industrial Park 2
S 124th Street and Valley Ridge Road
Omaha, Ne 68128
PAP-20160615-2019-P

I. GENERAL BMP INFORMATION

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

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

Short Term: Year 1 – Year 3 (Post-Installation)

1. Water young plants and seedlings a minimum of weekly for the first three months. Watering may be required more frequently during the summer months (June through August) during the first year. Try to maintain at least a 70-percent vegetation density to ensure stability.
2. Eliminate weeds using spot application of herbicide throughout the first year.
3. Check for signs of erosion or instability and make sure that aesthetics are maintained throughout the BMP footprint
4. After rainfall equaling or exceeding 0.5 in.:
 - a. Ensure that vegetation and other erosion stabilizing mechanisms are intact and check inlet/outlet structures and surrounding area for signs of erosion or instability.
 - b. Inspect all inlet/outlets and repair or restore clogged flow structures as needed.
 - c. Remove sediment and debris from pretreatment BMPs or forebay.
 - d. Confirm drainage system functions and bank stability.
5. At one year after installation, inspect vegetation and all other supporting structure. Replace dead plants and remove invasive plant species.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

Long Term: Year 3 – later

1. In early spring, mow or trim vegetation to a height of no less than 6 in. Remove accumulated debris.
2. Inspect vegetation one to two times each year and remove weeds and invasive species.
3. Trim back or remove overgrown vegetation.
4. Repair or restore clogged flow structures as needed.
5. At least twice a year, check for subsidence, erosion, cracking/tree growth on the embankment, sediment accumulation around the outlet, and erosion within the basin and banks.
6. Removed sediments should be tested for toxicants and should comply with local disposal requirements.

IV. MAINTENANCE INSPECTION REPORTS

Annual maintenance inspection reports must be commissioned by the Owners Association 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 Owners Association for a minimum of five years.

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