



MISC 2016080369



SEP 28 2016 11:23 P 12

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BKP 1-14-12<sup>BW</sup> EXAM  
IND SCAN PRN 16  
(A)

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/28/2016 11:23:34.80



2016080369

THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

EAD Engineering

Attn: Skyler Tuttle

3635 S 149th St

Omaha NE 68144

CHECK NUMBER

402-905-3218

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

**WHEREAS**, LALA Branded Products, LLC<sup>\*</sup> recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called LALA Dock Expansion located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

**\*AKA GILSA PRODUCTS AND SERVICES, CO.** *EST 9/2016*  
**WHEREAS**, the Property Owner (whether one or more) is the owner of 7122 J St, Omaha, NE as described in Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of Omaha (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, OMA-20160615-3638-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 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 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 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. 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. Except in the event of an emergency, the City shall provide at least one business day notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional 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 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 Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City of Omaha or its designee shall have the right to recover from the Property Owner 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 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 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. 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 except to the extent due 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 Omaha 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 negligence or intentional act of the City.

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. 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 or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day 28 of Sept, 2016.

**INDIVIDUAL and/or PARTNERSHIP**

<u>Darrell Wright</u> Name
<u>Plant Manager</u> Title
<u>[Signature]</u> Signature

_____ Name
_____ Title
_____ Signature

_____ Name
_____ Title
_____ Signature

_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

Nebraska )  
State

DOUGLAS )  
County

On this 28<sup>th</sup> day of Sept, 2016 before me, a Notary Public, in and for said County, personally came the above named:

DARRELL WRIGHT, Plant Manager  
LALA Branded Products LLC\*  
AKA GILSA PRODUCTS AND SERVICES, CO.

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.

9/28/16

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

Vickie C. Bang  
Notary Public

Notary Seal

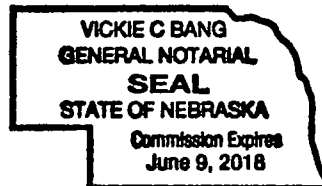


EXHIBIT "A"

Legal Description

The Property is situated in the State of Nebraska, County of Douglas and is described as follows:

That part of the Northwest Quarter of Section 1, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

SW NW

Beginning at a point 1306.5 feet South of and 42 feet East of the Northwest corner of said Section 1, on the East R.O.W. line of 72nd Street; thence South 89°54'56" East for a distance of 574.00 feet to a point; thence South 0°05'00" East for a distance of 368.60 feet to a point on the North R.O.W. line of "J" Street; thence North 88°55'35" West along said North R.O.W. line of "J" Street for a distance of 557.41 feet to a point; thence North 48°12'58" West along said North R.O.W. line of "J" Street a distance of 22.79 feet to a point on the East R.O.W. line of 72<sup>nd</sup> Street; thence due North along the East R.O.W. line of 72nd Street for a distance of 343.57 feet to the point of beginning. For this description, the West line of Section 1 is assumed due North.

## EXHIBIT B

### BMP Maintenance Requirements

#### Name & Location

Project Name: LALA Warehouse Expansion

Address: 7122 J St, Omaha, NE 68117

PCSMP Project Number: OMA-20160615-3638-P

#### Site Data

Total Site Area: 4.7141

Total Disturbed Area: 0.17

Total Undisturbed Area: 4.5

Impervious Area Pre-Construction (%): 100%

Impervious Area Post-Construction (%): 100%

#### BMP Information

BMP ID	TYPE OF BMP	State Plane Coordinates (N/E)	Longitude/Latitude
BMP 1	Flogard Downspout Filters		-96.0231/41.2156

Note: Use the same naming convention for the BMPs that are used on the accepted plans and add rows if needed. Use either state plane coordinates or longitude/latitude.

### Routine Maintenance and Tasks Schedule

The following tables outline recommended maintenance tasks and suggested frequencies for BMP's.

BMP Name/type	
Task	Schedule
Inspection	Manufacturer recommends inspection of downspout filters at least prior to and immediately following snow season in addition to during the summer rain season, totaling a minimum of 3 inspections per year.
Cleaning	The downspout filters will be cleaned regularly as filters become filled with debris and/or pollutants.

### Manufacturer Maintenance Requirements

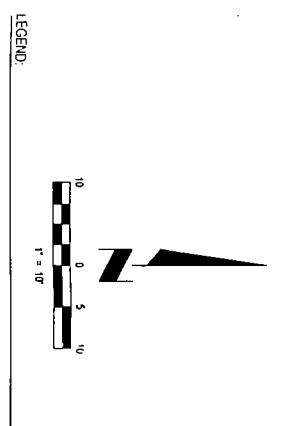
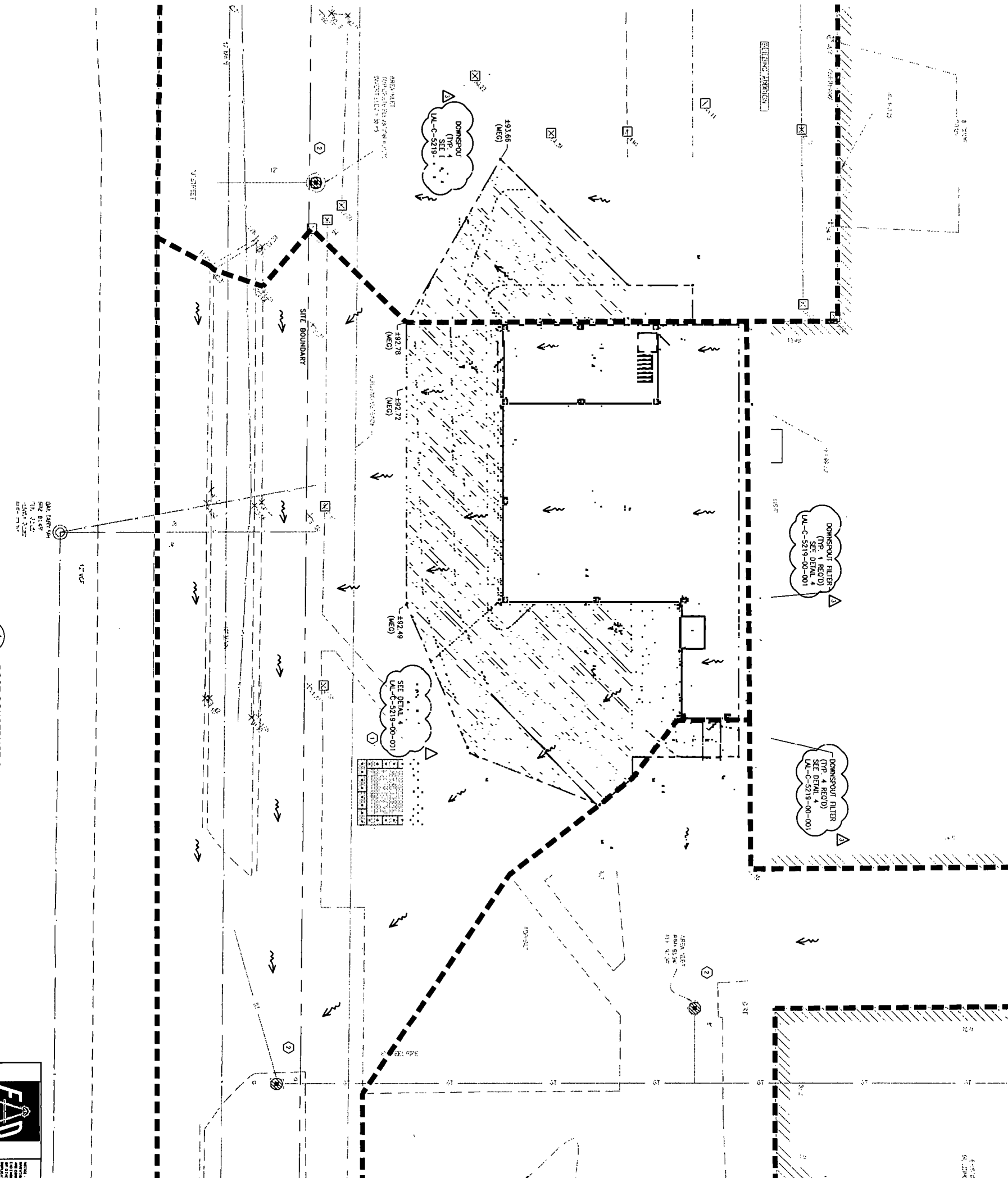
The upper filter must be cleaned using an industrial vacuum or by dumping into an appropriate DOT approved container before removing it to inspect the lower filter medium. The filter liner, gaskets, stainless steel frame & mounting brackets shall be inspected for continued serviceability and replaced as needed. All on-the-spot minor corrected damage and defects that may be found during routine inspection shall be recorded in the Maintenance Record. All major damages or defects that can affect the efficiency of the filter will be corrected, only if approved by a customer representative, with an invoice and the Maintenance Record submitted to the representative. It is recommended that the filter medium be replaced at least once per year.

Maintenance requirements may be dependent upon the DPS-Customer Maintenance Contract.

### 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 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.





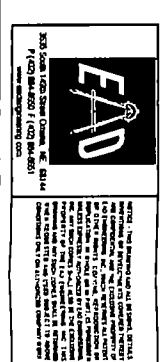
- KEY NOTES:**
- CONTRACTOR SHALL NOT ALLOW CONCRETE TRUCKS TO WASH OUT UNAPPROVED CONCRETE WASHOUT AREAS. CONTRACTOR SHALL MAINTAIN EXISTING CONTOURS AND ELEVATIONS. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND ELEVATIONS. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND ELEVATIONS. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND ELEVATIONS.
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**SITE & DRAINAGE CHARACTERISTICS**

TOTAL 4.56 ACRES  
DEVELOPED 0.17 ACRES  
PRE-DEVELOPED 0.17 ACRES  
POST-DEVELOPED 0.17 ACRES  
PERCENT DEVELOPED 3.73%

1 POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

SCALE 1" = 10'



REV.	DATE	DRAWN BY	CHECKED BY	APPROVED BY	REMARKS
3	2016-09-20	ST	JEW	JEW	UPDATED FOR DOWNSPOUT FILTER
2	2016-06-08	BL	JEW	JEW	UPDATED FOR DOWNSPOUT FILTER
1	2016-06-09	BL	JEW	JEW	MAJOR REVISIONS AND CIVIL RELEASE

3835 South 149th Street Omaha, NE 68144  
P (402) 884-8550 F (402) 884-8551  
www.eadengineering.com

LALA FOODS, INC.  
OMAHA, NEBRASKA  
LALA DOCK EXPANSION  
CIVIL  
PCSMP

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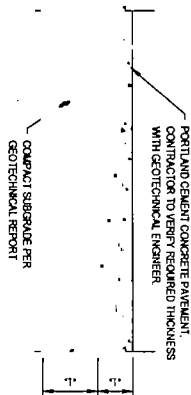
9/20/2016 12:20 PM P:\PROJECTS\2016\001151\001 LALA DOCK EXPANSION\66 ENGINEERING\DRAWING\001151 LAL-C-0000-00-001 CIVIL.DWG Skyler Tuttle

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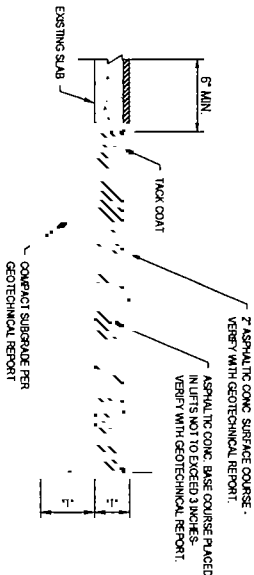
SITE NOTES

1. THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION, AND ANY CURRENT REVISIONS OR AMENDMENTS HEREIN, AND THE SPECIAL PROVISIONS FOR THIS PROJECT SHALL APPLY AND THE CONTRACTOR SHALL PERFORM IN ACCORD THEREWITH.
2. THE CONTRACTOR SHALL CHECK WITH THE OWNER FOR CITY APPROVAL OF THE PROJECT BEFORE STARTING WORK.
3. THE PROPOSED GRADES SHOWN IN THE PAVED AREA REFER TO FINISHED TOP-OF-PAVEMENT SLAB GRADE, UNLESS OTHERWISE INDICATED.
4. UTILITIES ARE SHOWN AS A CONVENIENCE FOR THE CONTRACTOR. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHEN NOT INDICATED ON THE PLANS, SHALL BE LOCATED AND DEEPLY REVEALED BY THE UTILITY COMPANIES AT THE CONTRACTOR'S RISK AND EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
5. WHEN LOCATED CONCRETE PAVEMENT SHALL BE CURED USING A WHITE PORTLAND CEMENT LIQUID MEMBRANE FORMING CURING COMPOUND THAT HAS BEEN APPROVED BY THE STATE OF NEBRASKA. WHEN LOCATED CONCRETE PAVEMENT SHALL BE CURED USING A WHITE PORTLAND CEMENT LIQUID MEMBRANE FORMING CURING COMPOUND THAT HAS BEEN APPROVED BY THE STATE OF NEBRASKA.
6. WATER REDUCING ADJUNCTS SHALL BE ADDED TO ALL HAND-PLACED AND FINISHED CONCRETE.
7. THE ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM TO THE CITY OF OMAHA'S 50 HIGH AGGREGATE SPECIAL MIX DESIGN AND PLACEMENT SPECIFICATIONS.
8. THE ASPHALTIC CONCRETE BASE COURSE SHALL CONFORM TO THE CITY OF OMAHA'S BASE COURSE SPECIAL MIX DESIGN AND PLACEMENT SPECIFICATIONS.
9. THE ASPHALTIC CONCRETE PAVEMENT SHALL BE COMPACTED TO THE MINIMUM IN-PLACE DENSITY OF LABORATORY MASS SPECIMENS AS SHOWN BELOW. LABORATORY DENSITY SHALL BE DETERMINED IN ACCORDANCE WITH THE STANDARD METHOD OF TESTS FOR DETERMINING THE DENSITY OF ASPHALTIC CONCRETE IN PLACE BY THE SAND PENE TRAP METHOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
10. A ROUND EDGE SAW BLADE SHALL BE USED FOR CUTTING ALL REQUIRED CONTRACTION AND LONGITUDINAL PAVEMENT JOINTS. ALL SAW CUTS REQUIRED SHALL BE SUBORDINARY TO ITEMS FOR WHICH DIRECT PAVEMENTS MAKE.
11. EROSION CONTROL IMPROVEMENTS SHALL BE CONSTRUCTED ON THE SITE, INCLUDING INLET PROTECTION, SLOTTING, AND A CONSTRUCTION ENTRANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING RECONSTRUCTION OF ANY EROSION CONTROL IMPROVEMENTS DISTURBED BY HIS OPERATIONS. ALL DISTURBED EROSION CONTROL IMPROVEMENTS SHALL BE FULLY RECONSTRUCTED AT THE END OF EACH WORKING DAY PRIOR TO LEAVING THE SITE. SEPARATE PAVEMENT WILL NOT BE MADE FOR RECONSTRUCTION OF ANY EROSION CONTROL IMPROVEMENTS AND THIS WORK SHALL BE CONSIDERED SUBORDINARY TO THOSE OF THE PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
12. A GEOTECHNICAL EXPLORATION REPORT HAS BEEN PREPARED FOR THIS PROJECT AND IS INCORPORATED HEREIN BY REFERENCE. ALL RECOMMENDATIONS OF SAID REPORT SHALL BE FOLLOWED IN ALL PHASES OF CONSTRUCTION. SEE REPORT OF GEOTECHNICAL INVESTIGATION FOR WELLS BLUE BROWN ADJUSTERS, T123, STREET, OMAHA, NE, PREPARED BY GEOTECHNICAL SERVICES, INC. PROJECT NO. G4708, JUNE 16, 2006, (402) 338-0104.

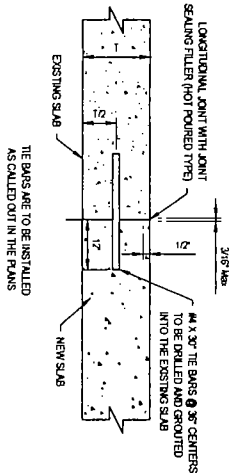
1 TYPICAL CONCRETE PAVEMENT SECTION  
C-019-00-01 SCALE: NOT TO SCALE



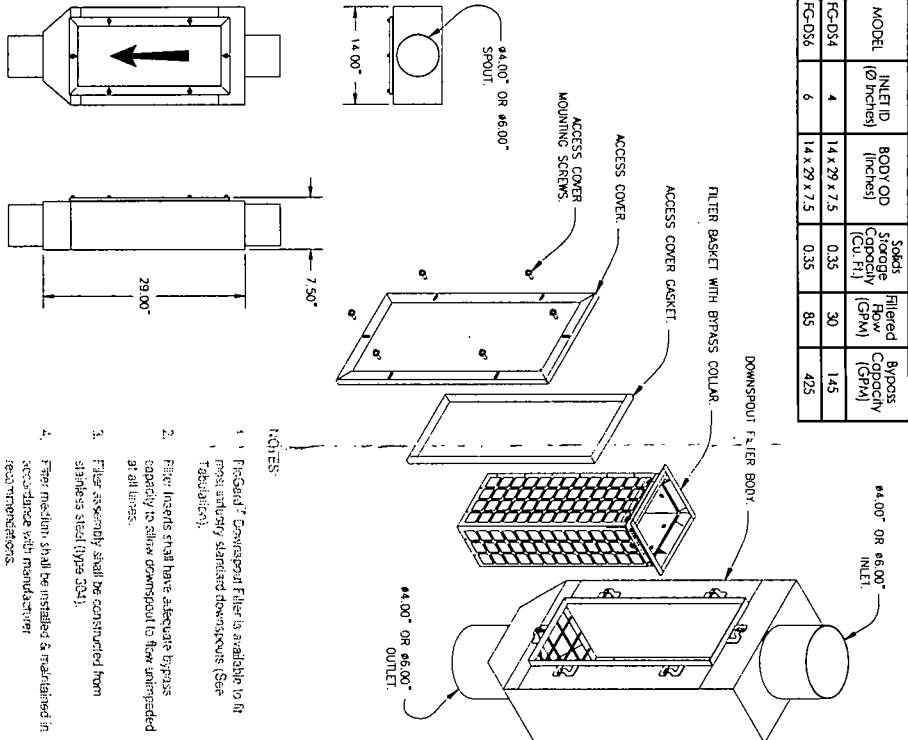
3 TYPICAL ASPHALT PAVEMENT SECTION  
C-019-00-01 SCALE: NOT TO SCALE



2 ABUTTING PAVEMENT JOINT DETAIL  
C-019-00-01 SCALE: NOT TO SCALE



4 DOWNSPOUT FILTER DETAIL  
C-019-00-01 SCALE: NOT TO SCALE



MODEL	INLET ID (INCHES)	BODY OD (INCHES)	Socket Storage Flow (GPM)	Filtered Bypass Capacity (GPM)
FC-D54	4	14 x 29 x 7.5	0.35	30
FC-D56	6	14 x 29 x 7.5	0.35	85
				425

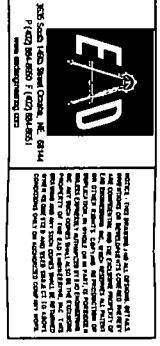
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Downspout Filter  
04.00" & 06.00" Sizes

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LALA FOODS, INC.  
OMAHA, NEBRASKA  
LALA DOCK EXPANSION  
CIVIL  
SITE NOTES & DETAILS

REV #	DATE	DRAWN BY	CHECKED BY	APPROVED BY	REMARKS
1	2016-05-02	BL	JW	JW	MINOR REVISIONS AND CIVIL RELEASE
2	2016-06-06	BL	JW	JW	UPDATED FOR DOWNSPOUT FILTER



Know what's below.  
Call before you dig.

SHEET #  
PROJECT #  
001151  
LAL-C-5219-00-001