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 SUBMITTED OLMSTED & PERRY CONSULTIN

FILED SARPY CO. NE.
 INSTRUMENT NUMBER

2019-00059

2019 Jan 02 02:06:26 PM

Sheryl J. Douding

REGISTER OF DEEDS



RETURN TO: OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 Pacific Street, Suite 232 Omaha, Nebraska 68114

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, TNT HOLDINGS LLC (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called TNT BUILDING located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of LOT 3, GARY & DEBBIE PINK NO. 3 (SEC. 18-T14N-R12E) (hereinafter referred to as "the Property"), and,

WHEREAS, the City of La Vista (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, LAV-20180507-4543-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 La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "C", which have been reviewed and accepted by the City of La Vista 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. Records shall be maintained for a period of three years.
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 La Vista 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 La Vista or its designee in its sole discretion, the City of La Vista 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 La Vista 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.

6. The City of La Vista or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of La Vista 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 of La Vista or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of La Vista 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.
7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. 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 La Vista 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.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista 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 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 13 day of DECEMBER, 2018.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

TNT HOLDINGS LLC
Name of Individual, Partnership and/or Corporation
Takanari Miyamoto
Name
CEO
Title
Signature

Name of Individual, Partnership and/or Corporation
Name
Title
Signature

ACKNOWLEDGMENT

Nebraska)
State

Sarpy)
County *Douglas*

On this *13* day of *December*, 2018 before me, a Notary Public, in and for said County, personally came the above named:

Takanari Miyamoto

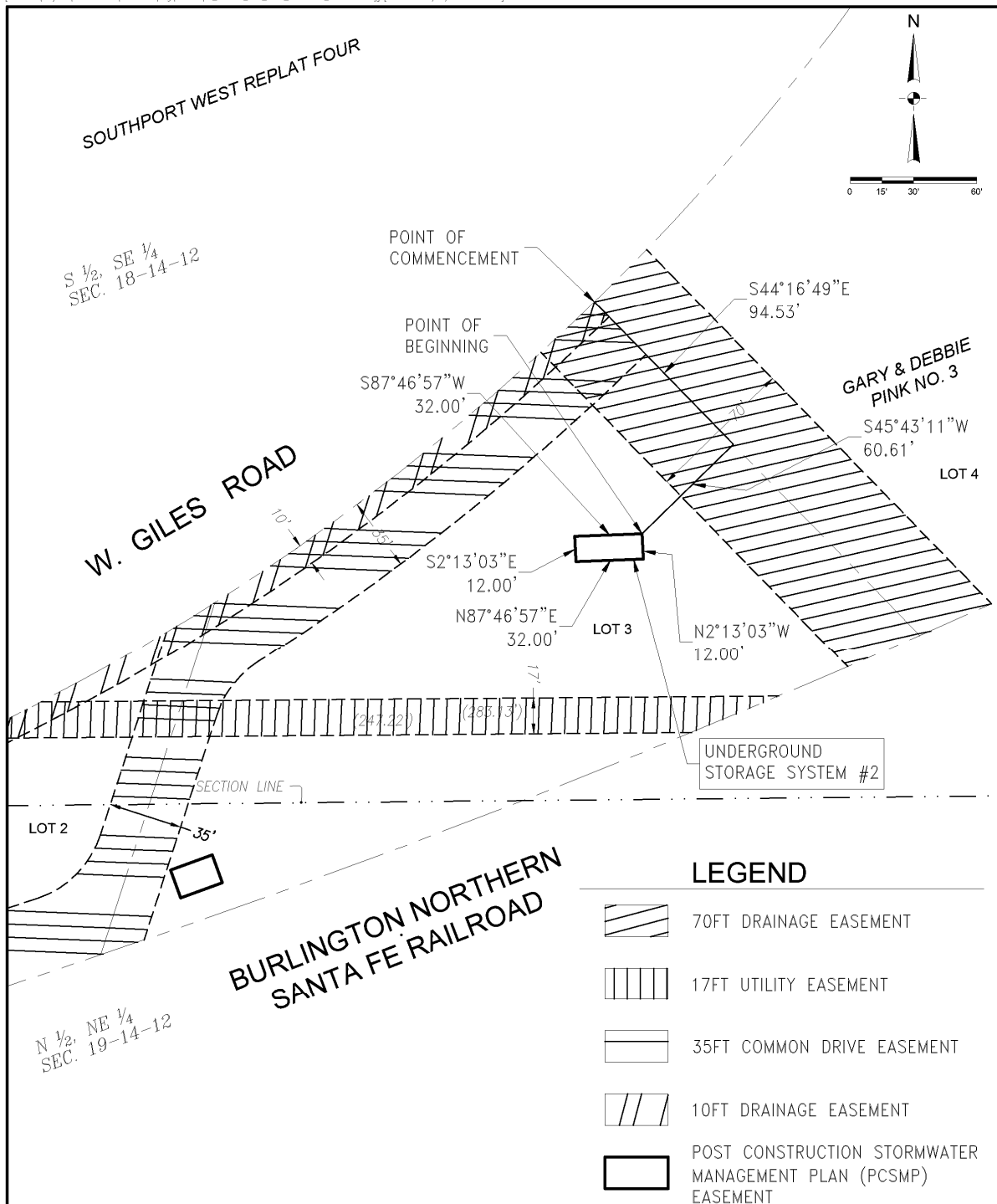
who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Selena Jordan
Notary Public

Notary Seal





LEGAL DESCRIPTION

PERMANENT UTILITY EASEMENT OVER PART OF LOT 3, GARY & DEBBIE PINK NO. 3, A SUBDIVISION, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAVISTA, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

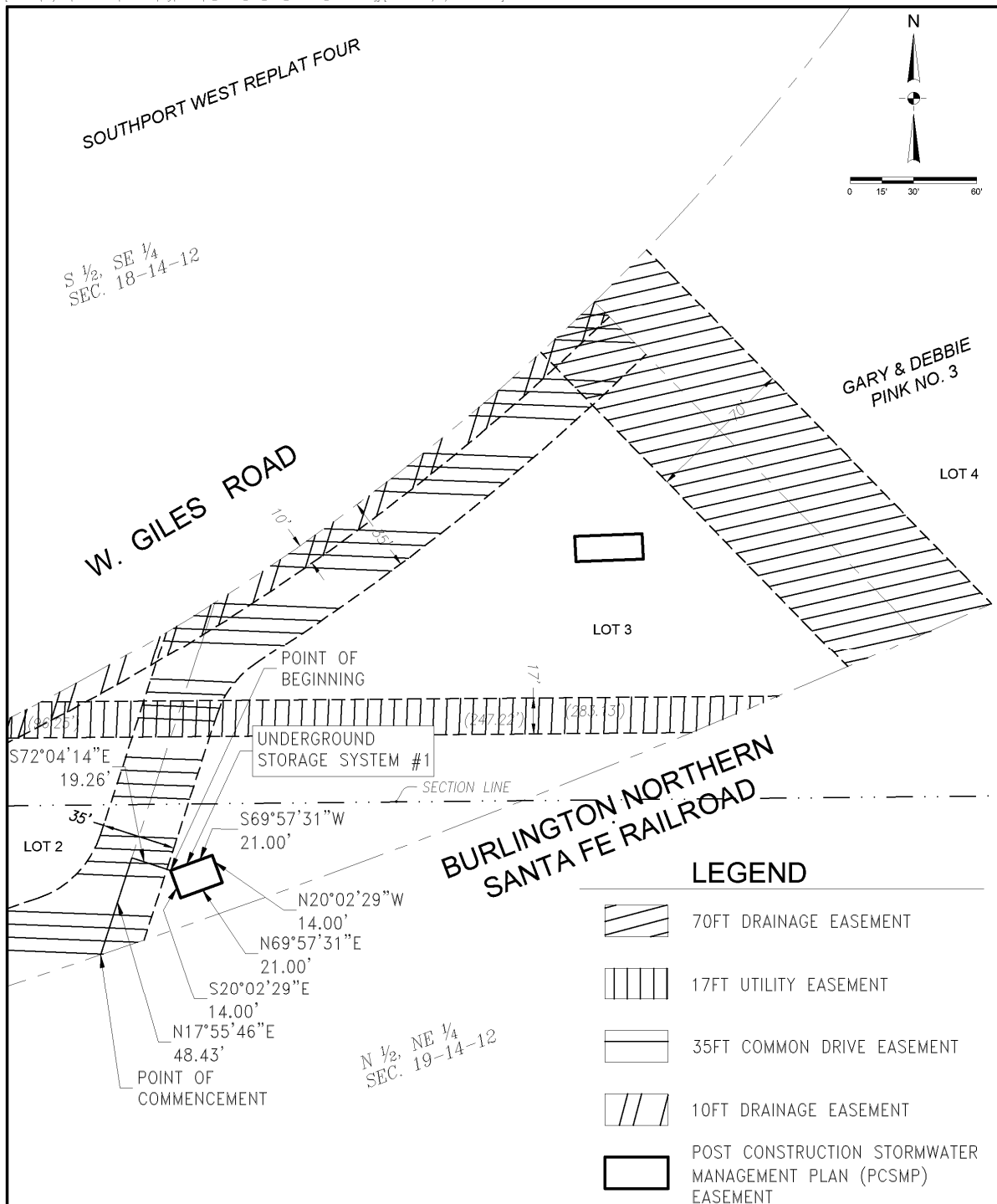
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S44°16'49"E 94.53 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE S45°43'11"W 60.61 FEET TO THE POINT OF BEGINNING;

THENCE S87°46'57"W 32.00 FEET;
 THENCE S2°13'03"E 12.00 FEET;
 THENCE N87°46'57"E 32.00 FEET;
 THENCE N2°13'03"W 12.00 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 384.00 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT A

PROJECT NO. 18041-03	POST CONSTRUCTION STORMWATER MANAGEMENT (PCSMP) EASEMENT LOT 3, GARY & DEBBIE PINK NO. 3 SEC. 18, T14N, R12E	TNT BUILDING LOT 3 GARY & DEBBIE PINK NO. 3 SARPY COUNTY, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
DATE SEPTEMBER 2018			



LEGAL DESCRIPTION

PERMANENT UTILITY EASEMENT OVER PART OF LOT 3, GARY & DEBBIE PINK NO. 3, A SUBDIVISION, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAVISTA, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N17°55'46"E 48.43 FEET ALONG THE WEST LINE OF SAID LOT 3; THENCE S72°04'14"E 19.26 FEET TO THE POINT OF BEGINNING;

THENCE S20°02'29"E 14.00 FEET;
 THENCE N69°57'31"E 21.00 FEET;
 THENCE N20°02'29"W 14.00 FEET;
 THENCE S69°57'31"W 21.00 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 294.00 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT B

PROJECT NO. 18041-03	POST CONSTRUCTION STORMWATER MANAGEMENT (PCSMP) EASEMENT LOT 3, GARY & DEBBIE PINK NO. 3 SEC. 18, T14N, R12E	TNT BUILDING LOT 3 GARY & DEBBIE PINK NO. 3 SARPY COUNTY, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
DATE SEPTEMBER 2018			

Exhibit 'C'

BMP Maintenance Requirements

Name & Location

Project Name:	TNT Building
Address:	West Giles Road
PCWP Project Number:	La Vista, Nebraska
PWD Grading Permit Number:	LAV-20180507-4543-P
	n/a

Site Data

Total Site Area (ac):	1.24
Total Disturbed Area (ac):	0.80
Total Undisturbed Area (ac):	0.44
Impervious Area Before Construction:	25%
Impervious Area After Construction:	52%

BMP Information

BMP ID	TYPE OF BMP	STATE PLANE COORDINATES (N/E)	LATITUDE/LONGITUDE
UDS#1	Subsurface Storage (Volume)	513,264.72 / 2,712,203.86	41°10'33.97" / -96°06'15.19"
UDS #2	Subsurface Storage (Volume)	513,429.89 / 2,712,392.19	41°10'35.52" / -96°06'12.63"

Routine Maintenance and Tasks Schedules

UNDERGROUND STORAGE DETENTION MAINTENANCE TASKS AND SCHEDULE	
TASK	SCHEDULE
Inflow points	Annually - as needed
Obstruction (vegetation / debris/ sediment)	Annually
Outlet Device	Annually - as needed
Maintenance port	Annually