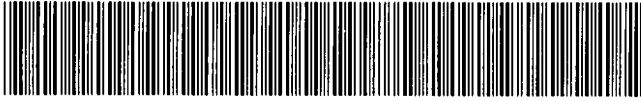




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

WHEREAS, Sadoff Iron & Metal Company recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called **Building Expansion** located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, Everett Industrial Building Co is the owner (hereinafter referred to as "the Owner") of the property described on Exhibit A and the easement area granted herein and shown and described on Exhibit A-1, attached hereto and made a part hereof (hereinafter referred to as "the Property"), and,

(C)

WHEREAS, the City of Omaha (hereinafter referred to as "the City") requires and the Property Owner, or 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-20160408-3554-P**, (hereinafter referred to as "PCSMP"), be constructed and maintained by the Property Owner, 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 property owner agrees 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 of Omaha 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 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.

TDDII

3. The 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. During construction of the facilities, the 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 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 Owner 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 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 Owner for corrective actions, or shall fail after 30 days' notice from City of Omaha to Owner, 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 reasonable repairs, and to perform all reasonable maintenance, construction and reconstruction. Notwithstanding the foregoing, the City shall indemnify and hold the Owner 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 of Omaha or its designee shall have the right to recover from the 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 negligent 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 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 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, unless caused by the City of Omaha or its employees, contractors or agents.
8. The 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 Owner unless caused by the City of Omaha 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 Owner and the Owner shall defend at its own expense any suit unless caused by the City of Omaha or its employees, contractors or agents.

9. Based on such claim unless due solely to the negligence or wrongful act 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 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 Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent or wrongful act of the City.
10. The 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.
11. 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 Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this 20 day of July, 2016.

Everett Industrial Building Corporation

By: Frank Villaire
Frank Villaire, President

State of Nebraska)
)ss.
 County of Douglas)

The foregoing agreement was acknowledged before me this 20th day of July, 2016, **Frank Villaire**, President, Everett Industrial Building Corporation.

Lenore Epp
 Notary Public

IMPRINTED SEAL

Exhibit "A"

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN PROJECT INFORMATION	
PROJECT NAME	SAOFF IRON & METAL COMPANY BUILDING EXPANSION
PROJECT ADDRESS	4918 F STREET, OMAHA, NE 68134
PROJECT NUMBER	31-15-13
DATE	11/15/13
DESIGNER	TD2 ENGINEERING & SURVEYING
CONTRACTOR	SAOFF IRON & METAL COMPANY
APPLICANT	EVERETT INDUSTRIAL BUILDING CORPORATION
SECTION	31-15-13
PROJECT DESCRIPTION	BUILDING EXPANSION
APPLICANT	EVERETT INDUSTRIAL BUILDING CORPORATION
DESIGNER	TD2 ENGINEERING & SURVEYING
CONTRACTOR	SAOFF IRON & METAL COMPANY
SECTION	31-15-13

SEEDING AND FERTILIZING

1. ALL AREAS TO BE SEEDING SHALL BE PREPARED AS FOLLOWS:

- REMOVE ALL WEEDS AND DEBRIS FROM THE AREA.
- DISK OR GRUB THE AREA TO A DEPTH OF 4 INCHES.
- SMOOTH THE SURFACE AND RAKE TO A FINISH GRADE.
- SEED THE AREA WITH A MIXTURE OF 50% BENTON GRASS AND 50% PERennial GRASS.
- FERTILIZE THE AREA WITH A NITROGEN-RICH FERTILIZER.
- WATER THE AREA FREQUENTLY TO KEEP THE SOIL MOIST.

TD2
engineering & surveying

Robinson, Robinson & Sonnet, Inc.
1500 N. 10th Street
OMAHA, NE 68134
412.220.8200 www.td2eng.com

Building Expansion
4918 F Street

Sadoff Iron & Metal
Company

Post Construction
Storm Management
Plan

C2.0

Project Information

Legal Description: A TRACT OF LAND OF LAND LOCATED IN BLOCK 1, FOXLEY INDUSTRIAL PARK, AN ADDITION TO THE CITY OMAHA, DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING 420.02 FEET EAST FROM THE EAST RIGHT OF WAY OF 50TH STREET; THENCE PROCEEDING SOUTH FOR 532.51 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF "F" STREET; SAID POINT BEG 420.0 FEET EAST FROM THE INTESECTION OF THE NORTH RIGHT OF WAY LINE OF "F" STREET WITH THE EAST RIGHT OF WAY LINE OF 50TH STREET ;THENCE WEST ON THE NORTH RIGHT OF WAY LINE OF "F" STREET FOR 210.0 FEET; THENC ENORTH 532.08 FEET TO THE POINT OF THE SOUTH RIGHT OF LINE OF UNION PACIFIC RAILROAD RIGHT OF WAY; SAID POINT BEING 210.02 FEET EAST OF THE EAST RIGHT OF WAY LINE 50TH STREET; THENCE EAST ON THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY FOR 210.0 FEET TO THE POINT OF BEGINNING.

Douglas County, Nebraska.

Property Address: 4918 F Street

Section: 31-15-13

Applicant Information

Business Name: Everett Industrial Building Corpotation

Business Address: 240W Arndt St
Fond Du Lac, WI 54936

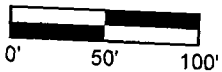
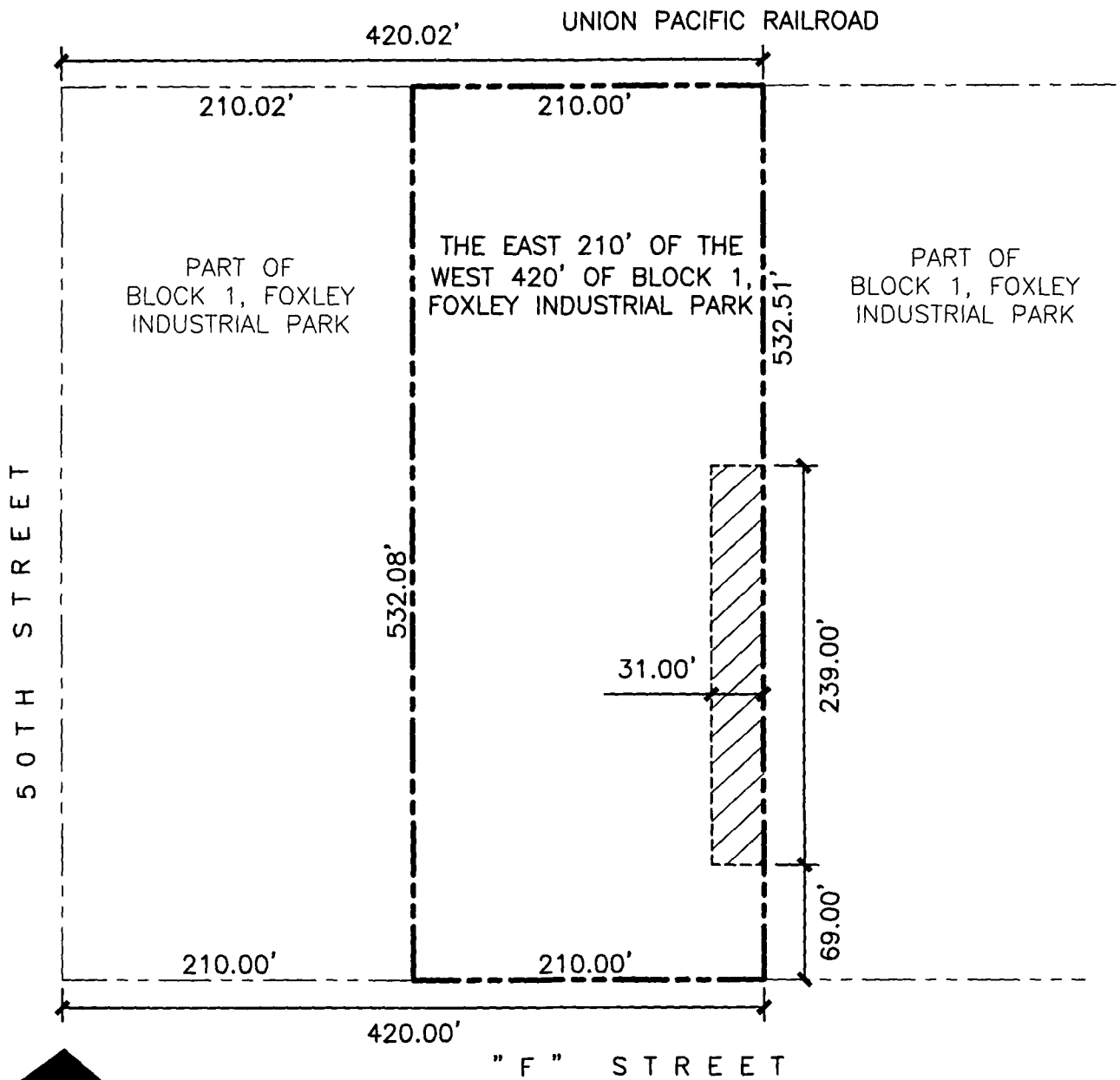
Representatives Name: Frank Villaire

Representative's Email: VillaireF@sadoff.com

Representative's Phone: 920-906-5602

BMP Information

Name	Identifier	Latitude/Longitude
Grass Swale	Grass Swale	41.220128°N, 95.988614°W



LEGAL DESCRIPTION

THE NORTH 239.00 FEET OF THE SOUTH 308.00 FEET OF THE EAST 31.00 FEET OF THE WEST 420.00 FEET OF BLOCK 1, FOXLEY INDUSTRIAL PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.



Job Number: 2019-101 EX A1
 thompson, dreessen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: 06/10/2016
 Drawn By: MRS
 Reviewed By: JDW
 Revision Date:

EXHIBIT "A-1"

Book
 Page

Exhibit "B"

**BMP Maintenance Plan
Sadoff Iron and Metal
4918 F Street
Omaha, NE 68117**

I. GENERAL BMP INFORMATION

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

II. BMP SITE LOCATION MAP
See Exhibit 'A'

III. ROUTINE MAINTENANCE TASKS AND SCHEDULE

GS-1: Grass Swale

Grass Swale Maintenance Tasks and Schedule	
Task	Schedule
Trash/Debris Removal	Monthly
Inspect for Vegetation Failure	Monthly
Repair and Damages	As Needed

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 inspections reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.