

AGREEMENT

This Agreement is entered into this 20th day of May, 2017, by and between H. Gale Williams and Ellen S. Williams, 3344 E. Pershing Rd., Lincoln, Nebraska 68502, hereinafter referred to as “Landowner,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County,” on behalf and at the request of the Lancaster County Engineer’s Office (“Engineer”). Collectively the County and the Landowner may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, general supervision and control of the public roads of the County is vested in the Board of County Commissioners of Lancaster County, Nebraska, (the “Board”) pursuant to Neb. Rev. Stat. § 39-1402;

WHEREAS, the Engineer, in the Engineer’s capacity as Lancaster County Highway Superintendent, has control, government, and supervision of all the public roads and bridges in the county under the general supervision and control of the Board pursuant to Neb. Rev. Stat. § 39-1507;

WHEREAS, Landowner desires to build the road frontage described herein to establish road access to the property legally described as:

Lot 18 irregular tracts located in the NE ¼ of Section 25, T8N, R5E of the 6th P.M., Lancaster County, Nebraska (“the Property”);

WHEREAS, the Engineer has recommended that the Board facilitate Landowner’s obtaining such access to the Property, under the terms and conditions herein;

WHEREAS, the Board accepts the Engineer’s recommendation; and

WHEREAS, the County and the Landowner desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) Term: The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through the satisfaction of all of the terms and conditions provided herein, except that Section 5 shall survive termination of this Agreement.

2) Landowner shall:

a) Deliver to Engineer:

i) Properly executed and notarized documents of conveyance as depicted in Attachments A (easement) and B (warranty deed), which Attachments

are attached hereto and incorporated herein by this reference; and

ii) Any filing fees required by the Lancaster County Register of Deeds to record the documents of conveyance required by this Agreement.

b) Complete the Improvements described in Attachment C, according to the specifications provided therein, which Attachment is attached hereto and incorporated herein by this reference. For purposes of this Agreement, the Improvements on those portions of the Property legally described in Attachments A and B may be referred to as “the road frontage.”

i) The Improvements described in Attachment C shall be deemed complete upon final inspection and approval by the Engineer.

c) When the Improvements to the road frontage are complete and the documents of conveyance have been recorded, file with the Engineer an access application for a field drive along the road frontage to the west or to the east of the road frontage, as depicted in Attachment D, which Attachment is attached hereto and incorporated herein by this reference.

3) County shall:

a) Upon receipt of the documents of conveyance and the filing fees, record the documents of conveyance and pay the filing fees to the Lancaster County Register of Deeds.

b) Upon notice from Landowner, inspect the road frontage for completeness, and, in Engineer’s sole discretion, communicate to Landowner the Engineer’s approval or rejection of the road frontage to Landowner. However, Engineer shall not unreasonably reject the road frontage.

c) When the improvements in Attachment C are completed and the documents of conveyance have been recorded, then, upon receipt of Landowner’s access application for a field drive along the road frontage to the west or the east, as depicted in Attachment D, process Landowner’s application according to the Engineer’s usual practice. Engineer shall not unreasonably reject Landowner’s application.

4) The Parties expressly agree that this Agreement does not provide for County maintenance of the road frontage. County shall not maintain the road frontage unless and until:

a) All the roads in the Kicking Bird Subdivision, Section 25, Township 8 North, Range 5 East of the 6th P.M., are accepted for County maintenance pursuant to applicable Lancaster County Resolutions; and

b) After all the roads in the Kicking Bird Subdivision are accepted for County maintenance pursuant to applicable Lancaster County Resolutions, the road frontage is accepted for County maintenance pursuant to applicable Lancaster County Resolutions.

Until County accepts the road frontage for County maintenance pursuant to applicable Lancaster County Resolutions and as provided herein, maintenance of the road frontage shall be the sole responsibility of Landowner.

5) Hold Harmless: Landowner shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Landowner, its employees, agents, representatives, or independent contractors, either directly or indirectly employed by Landowner. This Section 5 will not require Landowner to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

6) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

7) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

8) Notices: All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the County or the Landowner at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County Engineer's Office
c/o Ken Schroeder
Lancaster County Surveyor
444 Cherrycreek Road, Bldg. C
Lincoln, Nebraska 68528

Landowner:

H. Gale and Ellen S. Williams
3344 E. Pershing Rd.
Lincoln, Nebraska 68502

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

9) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements, and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

10) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

11) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Landowner.

EXECUTED this 20th day of May, 2017, by Landowner.

BY: H. Gale Williams

NAME: H. Gale Williams

BY: Ellen S. Williams

NAME: Ellen S. Williams


EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

APPROVED BY LANCASTER COUNTY
ENGINEER'S OFFICE



Pamela Dingman
Lancaster County Engineer

Lancaster County
444 Cherrycreek Rd.
Bldg. C
Lincoln, NE 68528

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, H. Gale Williams and Ellen S. Williams, herein called the "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement for drainage on the following legally described real estate depicted on Drainage Easement Exhibit "A" situated in Lancaster County, Nebraska, to wit:

Legal description for a Drainage Easement located in Lot 18 of Irregular Tracts, said Irregular Tract being located in the Northeast Quarter of Section 25, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Kicking Bird Subdivision, said corner being located on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street; thence in an Easterly direction on the North line of said Lot 1, and on the South line of the East half of the Northeast Quarter of said Section 25, and on an assumed bearing of S 89°19'14" E, for a distance of 28.00'; Thence N 00°08'51" W on a line 28.00' East of and parallel to the West line of said Lot 1, Kicking Bird Subdivision, extended north for a distance of 95.00'; Thence N 89°13'20" W, for a distance of 108.01'; Thence S 00°08'51" E on a line 20.00' West of and parallel to the East line of Lot 5, Block 1, Wendelin Estates 3rd Addition, extended North for a distance of 95.02' to a point on the North line of said Lot 5 and on the South line of the West half of the Northeast Quarter of said Section 25; Thence S 89°07'25" E on the North line of said Lot 5, and on the South line of the West half of the Northeast Quarter of said Section 25, for a distance of 20.00' to the Northeast corner of said Lot 5, said point being located on the Westerly 60.00' Right-of-Way line of Southwest 62nd Street Thence N 00°08'51" W on the Westerly 60.00' Right-of-Way line of SW 62nd Street extended North, for a distance of 80.00'; Thence S 89°13'20" E, for a distance of 60.01' to a point on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North; Thence S 00°08'51" E on the Easterly 60.00' Right-of-Way line of Southwest

62nd Street extended North, for a distance of 80.00' to the POINT OF BEGINNING and containing a calculated area of 5,464.55 Square Feet or 0.125 Acres, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign, grant and dedicate utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the Grantor has signed this ___ day of _____, 20__.

X _____
H. Gale Williams

X _____
Ellen S. Williams
(Signatures must be notarized)

State of _____ **County of** _____

Before me, a notary public qualified for said county, personally came _____

_____ known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

My Commission Expires

State of _____ **County of** _____

Before me, a notary public qualified for said county, personally came _____

_____ known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

My Commission Expires



Drainage Easement Exhibit A

Lancaster County, Nebraska

Phone (402) 434-2686
Fax (866) 215-8747

ALLIED SURVEYING AND MAPPING, INC.

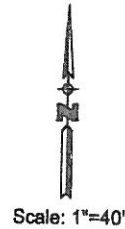
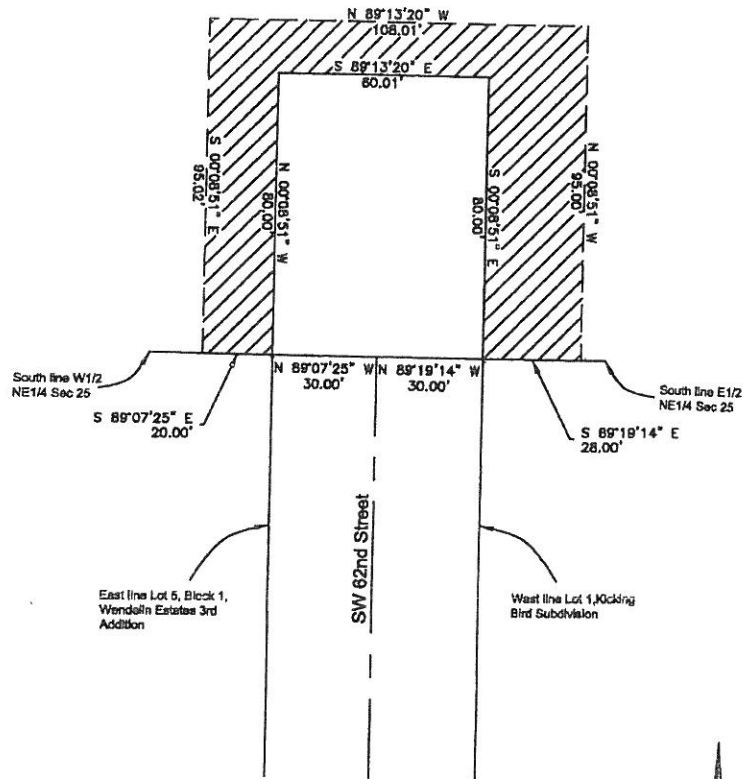
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512

Survey Part of Lot 18 of Irregular Tracts

located in the Northeast Quarter of Section 25 T. 8.N. R. 5E. of the 6th P.M.

Job No. 2017-0029

February 2017



SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Capped rebar were set at points marked "o". All dimensions are in feet or decimals of a foot.

Signed this 2nd day of February 2017.

NAME Richard Kingman
RICHARD KINGMAN

Surveyor's License # 595
Nebraska L.S.

Lancaster County
444 Cherrycreek Rd.
Bldg. C
Lincoln, NE 68528

WARRANTY DEED

H. Gale Williams and Ellen S. Williams, called the Grantor, whether one or more, in consideration of One and 00/100 Dollars (\$1.00) and other valuable consideration received from Grantee, does grant, bargain, sell, convey and confirm unto Lancaster County, a governmental subdivision, herein called the Grantee, whether one or more, the following legally described real property in Lancaster County, Nebraska:

Legal description for a 60'x 80' tract of land for public road Right-of-Way dedication as depicted on Exhibit "A" located in Lot 18 of Irregular Tracts, said Irregular Tract being located in the Northeast Quarter of Section 25, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Beginning at the Northeast corner of Lot 5, Block 1, Wendelin Estates Third Addition, said corner being located on the Westerly 60.00' Right-of-Way line of Southwest 62nd Street; thence in a Northerly direction on the Westerly 60.00' Right-of-Way line of said Southwest 62nd Street extended North, and on an assumed bearing of N 00°08'51" W, for a distance of 80.00'; Thence S 89°13'20" E, a distance of 60.01' to a point on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North; Thence S 00°08'51" E on the Easterly 60.00' Right-of-Way line of Southwest 62nd Street extended North, for a distance of 80.00' to the Northwest corner of Lot 1, Kicking Bird Subdivision; Thence N 89°19'14" W on the South line of said Lot 18 and on the South line of the East half of the Northeast Quarter of said Section 25, for a distance of 30.00' to the Southwest corner of the East half of the Northeast Quarter of said Section; Thence N 89°07'25" W on the South line of said Lot 18 and on the South line of the West half of the Northeast Quarter of said Section 25, for a distance of 30.00' to the POINT OF BEGINNING and containing a calculated area of 4,801.55 Square Feet or 0.11 Acres, more or less.

TO HAVE AND TO HOLD the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantees successors and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantees successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrance except for easements and restrictions of record; that Grantor has good right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

In witness whereof the Grantor has signed this ____ day of _____ 20 ____

X _____
H. Gale Williams

X _____
Ellen S. Williams

(Signatures must be notarized)

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

My Commission Expires

State of _____ County of _____

Before me, a notary public qualified for said county, personally came _____

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 20____

Notary Public

My Commission Expires



Exhibit A

Lancaster County, Nebraska

Phone (402) 434-2886
Fax (866) 215-8747

ALLIED SURVEYING AND MAPPING, INC.

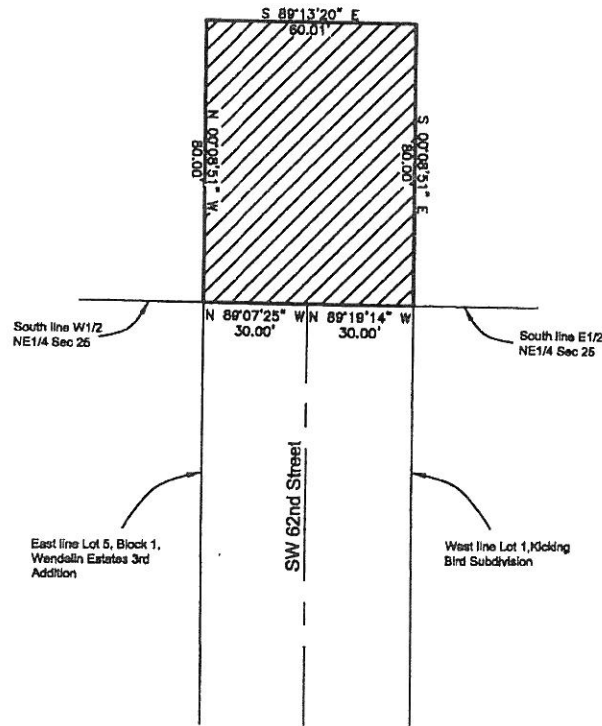
8535 Executive Woods Drive - Suite 200 - Lincoln, Nebraska 68512

Survey Part of Lot 18 of Irregular Tracts

located in the Northeast Quarter of Section 25 T. 5N. R. 5E. of the 6th P.M.

Job No. 2017-0029

February 2017



Scale: 1"=40'

SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the property in the above plat. Capped rebar were set at points marked "o". All dimensions are in feet or decimals of a foot.

Signed this 2nd day of February 2017.

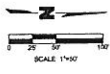
NAME Richard Kingman
RICHARD KINGMAN

Surveyor's License # 695
Nebraska L.S.

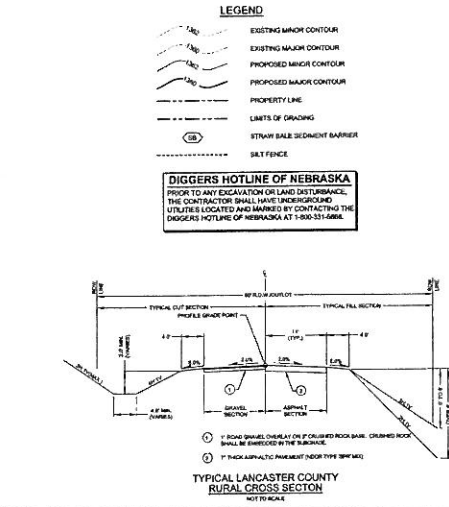
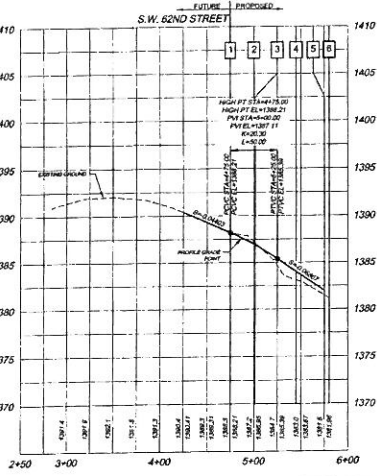
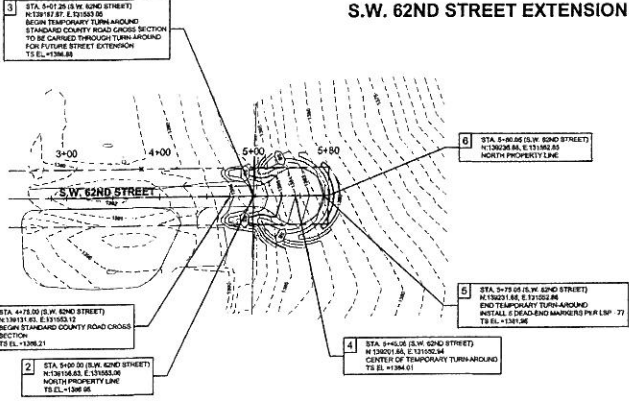
Attachment C

KICKING BIRD SUBDIVISION

S.W. 62ND STREET EXTENSION CONSTRUCTION PLANS



ATTACHMENT C



APPROXIMATE SCHEDULE OF QUANTITIES		
ITEM	UNIT	QUANTITY
EXCAVATION CONTRACTED IN PLACE (FILL FACTOR = 1.25)	CY	383
EXCAVATION MOVED (FILL FACTOR = 1.25)	CY	132
GENERAL CLEARING, GRUBBING, AND TREE REMOVAL	LS	1
STRAW BALE SEDIMENT BARRIERS	EA	4
PERMANENT SEEDING (TYPE 'P' MIX, 50%)	AC	0.24
GRAVEL SURFACING		
CRUSHED ROCK, MODER SECTION 1033 (2" THICKNESS)	TON	53
GRAVEL, MODER SECTION 1033 (1" THICKNESS)	TON	18

ENGINEER & PREPARER:
JUSTY CHOW, EIT 2008
CIVIL DESIGN GROUP, INC.
808 S. 24TH ST., SUITE 201
LINCOLN, NE 68512
PH: 402-434-8888
FAX: 402-434-8847

DEVELOPER:
DALE ELLIEN WILLIAMS
2344 E. PERRYMAN ROAD
BOYD, NE 68002

- GENERAL NOTES**
- CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF EXISTING UTILITIES IMPACTED BY THE CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANY TO MAKE IMPACT.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE APPLICABLE UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS TO BE USED ON A BEING BASIS ONLY. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES.
 - TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS AND THE POINT CONTROL PROVIDED BY LANCASTER COUNTY. THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS WITHOUT EXCEPTION. HE SHALL MAKE SURE THAT ALL POINTS PROVIDED BY A REGISTERED LAND SURVEYOR TO BE SUBMITTED TO THE OWNER FOR REVIEW.
 - ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE COUNTY ENGINEER.
 - ALL ELEVATIONS ARE TO NAVD 83 DATUM.

- SWPPP NOTES**
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL NOTES & PERMIT FOR STORMWATER DRAINAGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION & SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ALL FEE'S ASSOCIATED WITH EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 - IF POSSIBLE, LEAVE VEGETATION UNTOUCHED TO NEIGHBORING PROPERTIES AND SENSITIVE AREAS.
 - FOLLOWING BOX CUTS, EXCAVATION, OR TEMPORARY STABILIZATION SHALL BE COMPLETE WITHIN FOURTEEN (14) CALENDAR DAYS TO THE PROTECT OF ALL PERMITS, EROSION CONTROL, TOPSOIL STOCKPILES, AND ANY OTHER OBTAINED OR GRANTED AREAS ON PROJECT SITE. MATERIALS NOT BEING USED FOR MATERIAL STORAGE, OR ON WHICH ACTUAL DRAINAGE MOVING ACTIVITIES ARE NOT BEING PERFORMED.
 - ALL AREAS SHALL BE SEEDING WITH A PERMANENT SEED MIX OR AGRICULTURAL COVER CROP ACCEPTABLE TO THE UNIVERSITY OF NEBRASKA COOPERATIVE EXTENSION OFFICE, THE LOCAL NATURAL RESOURCES DISTRICT, LANCASTER COUNTY ENGINEER, AND OWNER. CONTRACTOR SHALL COORDINATE SEEDING SCHEDULE WITH THE OWNER PRIOR TO PLACEMENT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IN ACCORDANCE WITH LANCASTER COUNTY AIR POLLUTION REGULATIONS AND NEBRASKA ARTICLE 2, SECTION 26.
 - FOR DETAILS OF SITE FENCE, REFERENCE LANCASTER STANDARD PLANS 11.
 - FOR DETAILS OF STRAW BALE, REFERENCE LANCASTER STANDARD PLANS 11.

- GRADING GENERAL NOTES**
- CONTRACTOR SHALL STRIP AND STOCKPILE THE TOPSOIL IF MINIMUM AS DIRECTED BY GEOTECHNICAL ENGINEER PRIOR TO THE START OF GRADING OPERATION.
 - CONTRACTOR SHALL OVER EXCAVATE UNDESIRABLE SOIL AS DIRECTED BY GEOTECHNICAL ENGINEER IN EXISTING ROADWAY DITCHES, EXISTING DRAINAGE CHANNELS, BEHIND EXISTING TERRACES, AND ANY OTHER AREAS WHERE UNDESIRABLE SOIL IS FOUND PRIOR TO THE PLACEMENT OF FILL MATERIAL. OVER EXCAVATION IS NECESSARY TO THE SO FOR EXCAVATION, ALL CUT OR FILL BENCHES SHALL BE 1:1 OR FLATTER UNLESS OTHERWISE NOTED.
 - EXISTING GRADE CONTOURS SHOWN AT 1 FOOT INTERVALS.
 - PROPOSED GRADE CONTOURS SHOWN AT 1 FOOT INTERVALS. THE PROPOSED GRADE CONTOURS REPRESENT TOP OF CRUSHED ROCK IN AREAS TO BE SURFACED AND FINISHED GRASS IN ALL OTHER AREAS.
 - THE CONTRACTOR SHALL NOT REMOVE ANY TREES OUTSIDE OF THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL TREES TO REMAIN AND SHALL NOT COMPACT THE ROOT ZONE.
 - THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR THE LOCATION AND METHOD OF TREE DISPOSAL. IF OWNER WANTS BURNING OF TREES, THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO BURNING. LOCATION OF BURNING SHALL BE CAREFULLY SELECTED TO AVOID AREAS WHERE IT IS LIKELY THAT STRUCTURES, ROADS, CULVERTS, UTILITIES, ETC. WILL BE IN THE FUTURE.
 - ALL UNGRADED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE A MINIMUM OF 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FIBER TO ALL BENCHES GREATER THAN 20 FT. CONTRACTOR SHALL SEED EXISTING AREAS IN ACCORDANCE WITH SECTION 26.01 AND 26.02 OF THE STATE OF NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (ENR - FUNDING LIMITS).
 - GRADING SHALL EXCEED FOR STREETS AND ROADS SHALL COMPLY TO SUBSECTION 26.01, 26.02 AND 26.03 FOR CLASS B SUBGRADEMENTS OF THE STATE OF NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (ENR - FUNDING LIMITS).
 - FOR PAVED SURFACES, FILL MATERIAL PLACED WITHIN THE UPPER 30 INCHES OF THE PAVEMENT SURFACE SHALL BE COMPACTED TO NOT LESS THAN ONE HUNDRED PERCENT (100%) OF THE MAXIMUM DRY DENSITY (ASTM D1557, LATEST EDITION). FILL MATERIAL PLACED GREATER THAN 30 INCHES BELOW THE PAVEMENT SURFACE SHALL BE COMPACTED TO NOT LESS THAN FIFTY FIVE PERCENT (55%) OF THE MAXIMUM DRY DENSITY (ASTM D1557, LATEST EDITION). MOISTURE CONTENT SHALL BE LESS THAN 4 PERCENT BELOW AND NOT MORE THAN 2 PERCENT ABOVE OPTIMUM MOISTURE.
 - RIGHT OF WAY SHALL BE GRADED WITH A TOLERANCE OF +0.2 TO -0.2 FROM FINAL GRADES (SUBGRADE FOR ROADWAY). ALL OTHER AREAS SHALL BE GRADED WITH A TOLERANCE OF +0.5 FROM FINAL GRADES.

- GRAVEL SURFACING NOTES**
- ALL GRAVEL SURFACING SHALL BE 1.5 INCHES (1.5%) UNLESS OTHERWISE INDICATED.
 - FOR GRAVEL SURFACING, 1.5 INCHES OF CRUSHED ROCK SHALL BE EMBEDDED INTO THE SURFACE BY MECHANICAL MEANS DURING CONSTRUCTION AND OVERLAP WITH ONE (1) INCH OF GRAVEL. THE CRUSHED ROCK AND THE GRAVEL SHALL COMPLY TO SECTION 1033 OF THE STATE OF NEBRASKA DEPARTMENT OF ROADS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (ENR - FUNDING LIMITS).
 - PRIOR TO THE INSTALLATION OF CRUSHED ROCK SURFACING, CONTRACTOR SHALL COORDINATE WITH THE COUNTY ENGINEER'S OFFICE AND TESTING FIRM TO ENSURE THAT TESTING AND PREPARATION OF THE SURFACE HAS BEEN COMPLETED TO THE SATISFACTION OF THE COUNTY ENGINEER'S OFFICE. AN INSPECTOR FOR THE COUNTY ENGINEER'S OFFICE SHALL WITNESS SURFACE TESTING UNLESS OTHERWISE NOTED BY THE COUNTY ENGINEER. FORTY-EIGHT (48) HOURS NOTICE SHALL BE GIVEN TO THE COUNTY INSPECTOR AND TESTING FIRM TO ALLOW ADEQUATE TIME FOR SCHEDULED TESTS.
 - AFTER THE INSTALLATION, CONTRACTOR SHALL SUBMIT ALL WEIGH SCALE TICKETS TO THE COUNTY ENGINEER'S OFFICE FOR THEIR RECORD.

Civil Design Group, Inc.
1000 S. 24TH ST., SUITE 201
LINCOLN, NE 68512
PH: 402-434-8888
FAX: 402-434-8847

RECEIVED
LANCASTER COUNTY ENGINEER
DALE ELLIEN WILLIAMS
MAY 2 2017

REVISIONS

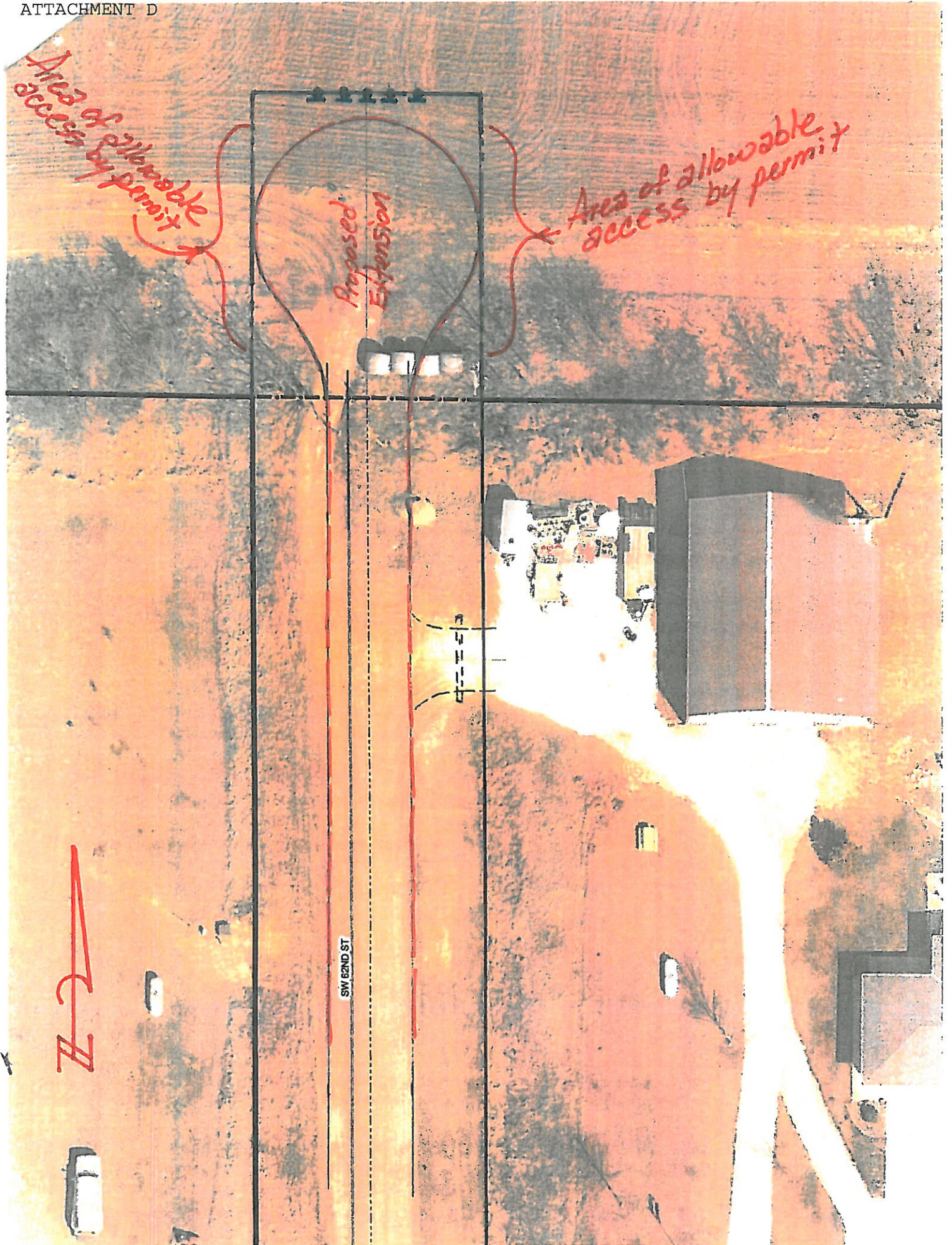
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2017

CONSTRUCTION PLAN
KICKING BIRD SUBDIVISION
S.W. 62ND STREET EXTENSION
LANCASTER COUNTY, NEBRASKA

Drawn by: JCH
Checked by: JCH
Approved by: JCH
Date: 05/02/2017
Scale: 1"=50'

SHEET 1 OF 1



Area of allowable access by permit

Area of allowable access by permit

Proposed Extension

SW BEND ST

ZZ