

Received Date  
10/25/2017  
Application Date  
10/25/2017

LANCASTER COUNTY  
555 SOUTH 10<sup>TH</sup> STREET  
LINCOLN, NE 68508

Application to Construct  
Utilities On County property

Utility Permit No. 1617  
Project or WO No.  
Contract No. C-17-0865  
County Rep. AGO

Application is hereby made to LANCASTER COUNTY by:

Name: Bruce Stahr  
Company Name: Nebraska Prairie, LLC  
Address: 2400 S. 148th St.  
Walton, NE 68461

Phone: 402-770-7707  
E-Mail: bruce@stahr.com

To construct a utility or utilities on County right-of-way as follows:

LEGAL DESCRIPTION:

Lot 8, Section 34, T10N R8E, Lancaster County, NE and South 148th St. between A and Van Dorn, south of existing driveway at 2400 S. 148th and paralleling 148th street on east side. Drawings have been submitted to Ken Schroeder from Lyle Loth at REGA and this segment is called 'Phase 2'. This is to be an additional berm constructed just south of Phase 1, already applied for in September, 2017.

County Pipe J-254

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
Storm Sewer	Pipe Size & Type	24" extension of existing culvert, prefer RCP, will do RMP if forced to.
dirt berm	per submitted drawing	

Other create proper road ditch by installing berm 1/2 on private property, 1/2 in ditch right of way.

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH	DESCRIPTION
Encasement Pipe	Width	24" 30" CMP Broken Back	Depth	draining from existing culvert

\*\*\*See attached construction plans for details on above pipe.\*\*\*

Other connect to existing culvert and carry water east about 60 additional feet so we can grade and make a safer access at driveway.

NAME AND ADDRESS OF CONTRACTOR(S) PERFORMING THE WORK (if Applicable):

Randy Peterson  
Bruns Construction

## UTILITY PERMIT REQUIREMENTS

**NOTE** – If Engineer plan sheet project notes conflict with Lancaster County’s utility permit application requirements and the special utility permit requirements, the utility permit application requirements and special utility permit requirements shall govern. **See Page 6 for additional requirements upon permit approval.**

1. Unless agreed to in writing in advance by the owner, the depth of installed facilities shall be at a minimum as follows:
  - A. For utility installation parallel to the roadway, the minimum depth of burial will be 42” (48” in road ditches) measured from the ground surface to the top of the utility, except as noted in “C” below.
  - B. For utility installation transverse to the roadway the minimum depth of burial will be 48” measured from the ground surface to the top of the utility, except as noted in “C” below.
  - C. The minimum depth of burial beneath drainage structures, waterways, creek channels, or culverts within 5’ of the utility route will be 72”, measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility.
  - D. No utility will be buried directly above a drainage structure, regardless of the burial depth.
  - E. All crossings with existing utilities will be separated by a minimum of 24”, both horizontally and vertically.
  - F. All paved road and paved driveway crossings will be dry-bored.
  - G. All areas disturbed by construction will be restored to their pre-construction condition. This includes: all open-cut crossings to be backfilled with material excavated from trench; no sand or crushed rock backfill will be allowed; and compaction of backfills to a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. It also includes replacing roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work.
  - H. Trees within the right-of-way will be preserved by the contractor when possible. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the contractor and will be removed from county property at the contractor’s expense.
2. The contractor performing the work shall have onsite a copy of approved utility permit allowing permitted work to be done within County Road Right-of-Way.
3. The utility owner or his representative will mark all existing Lancaster County drainage structures along the proposed utility installation route 24 hours prior to construction at a culvert site. All structures will be marked in a manner so as to allow the Utility’s Contractor to identify all “Bore” locations.
4. The contractor will notify Lancaster County Maintenance Superintendent Bob Jacobs at 402-441-7797, within 48 hours, prior to commencing construction on county right-of way.
5. Contractor performing the work to submit insurance certificate naming Lancaster County as additional insured prior to any activities in the right-of-way. Contractor shall also provide Lancaster County a 30 day notice of cancellation, non-renewal or any material reduction of insurance coverage.
6. The applicant, or his contractor, shall contact the local utility companies and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or his contractor.

7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the utility owner.
8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by barricades with flashing lights at night. No open trenches in the roadway will be allowed overnight. (Except when such road is closed for construction or except with prior conditional approval to be noted on page #6)
9. Roads may be closed for a maximum of 12 hours, with prior review and approval from this office. (See #11 for signage layout)
10. Road closures longer than 12 hours will require prior review and shall include an approved detour plan. (See #11 for signage layout)
11. Three Type III barricades w/Type A flashing lights shall be placed on each side of construction site. "Road Closed" {R 1 1-2} signs shall be mounted on the middle barricade on each side of the construction site. At the nearest intersection each way from crossing, a "Road Closed \_\_\_\_\_ Miles ahead -- Local Traffic Only" (R11-3) sign shall be placed.
12. All barricading, flagmen, warning signs, etc. shall conform to the current Manual on Uniform Traffic Control Devices.
13. No equipment shall be left unattended on public right-of-way. No trenches shall be left open after working hours. No equipment shall block traffic control devices. If necessary, flagmen shall be required.
14. All pipe and encasements to conform to State Highway Standards.
15. **Notification of proposed utility work to adjacent landowners shall be the responsibility of the Utility Company and or their Agents.**
16. **\*\*\*Utility Company and or their Agents shall be responsible to notify the Lancaster County Engineering Department upon completion of permitted utility work.\*\*\***

### TYPICAL CROSS SECTION OF ROAD CROSSING

(Proposed Drawing by Applicant)

I (We) agree to construct the berm and culvert in accordance with the permit requirements and  
(utility)  
the provisions included as a part of this permit.

COMPANY: Nebraska Prairie, LLC

DATE: 10/25/2017

SIGNED BY: 

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

APPROVED and dated this \_\_\_\_\_ day of \_\_\_\_\_ by the Lancaster County Board of Commissioners.

LANCASTER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairperson

APPROVED as to form

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Lancaster County Engineering Representative

I (We) agree to construct the \_\_\_\_\_ (utility) \_\_\_\_\_ in accordance with the permit requirements and the provisions included as a part of this permit.

COMPANY:

DATE:

SIGNED BY:

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

Date

Signed By:

Lancaster County Representative

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(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

Barricade, Signing and Flagging Requirements:

Methods of Installation:

Minimum Cover Provided in Road Ditches:

Other Requirements:

Additional Comments:



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KH

DATE (MM/DD/YYYY)

10/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Granneman Agency, Inc. 503 5th St. P.O. Box 130 Syracuse, NE 68446 Gary R. Weiler		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>PETER-1</b>	
<b>INSURED</b> <b>Petersen Earth Moving</b> <b>JRP Farms Inc</b> <b>4053 M Road</b> <b>Syracuse, NE 68446</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Continental Western Group</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
		<b>NAIC #</b> <b>10804</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPA 2388029	12/13/2016	12/13/2017	EACH OCCURRENCE	\$ 1,000,000		
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 250,000			
							MED EXP (Any one person)	\$ 5,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
								\$		
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA 2388029	12/13/2016	12/13/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (PER ACCIDENT)	\$		
								\$		
							\$			
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ <b>500</b>						EACH OCCURRENCE	\$		
							AGGREGATE	\$		
								\$		
								\$		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	WCA 2388030	12/13/2016	12/13/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	E.L. EACH ACCIDENT							\$ 100,000		
	E.L. DISEASE - EA EMPLOYEE							\$ 100,000		
							E.L. DISEASE - POLICY LIMIT	\$ 500,000		
A	<b>INLAND MARINE</b>			CPA 2388029	12/13/2016	12/13/2017				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**LANCASTER COUNTY IS AN ADDITIONAL INSURED**

**CERTIFICATE HOLDER****CANCELLATION**

<b>LANCAST</b>  <b>Lancaster County</b> <b>Fax #402-441-8692</b> <b>444 Cherrycreek Rd. Bldg C</b> <b>Lincoln, NE 68528</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Gary R. Weiler</b>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b>  Lancaster County  444 Cherrycreek Rd Bldg C  Lincoln, NE, 68528</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
12/13/2016

Policy No.  
WCA 2388030 34

Endorsement No.

Insured  
Petersen Earth Moving Inc  
Insurance Company:

Premium

Continental Western Insurance Company

Countersigned by





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

## PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, Bruce A. Stahr and Maureen M. Stahr, Husband and Wife, herein called the "Grantor", record owners 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", a permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

*MAU*  
A part of Lot 8 of Irregular Tracts, located in the Southwest Quarter of Section 34, Township 10 North, Range 8 East of the 6<sup>th</sup> Principal Meridian, Lancaster County, Nebraska, more particularly described as the centerline of a 80 feet wide permanent easement:

Commencing at the southwest corner of said Lot 8; Thence northerly along the east right-of-way line of South 148<sup>th</sup> Street 61.44 feet to the centerline of said permanent easement, also the Point of Beginning; Thence easterly, perpendicular to the east right-of-way line of South 148<sup>th</sup> Street, for a distance of 80 feet to the end point of the easement.

Containing 0.15 acres, more or less

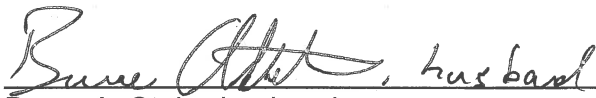
0.15

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 the 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 2nd day of November, 2017.

  
Bruce A. Stahr, husband

  
Maureen M. Stahr, wife

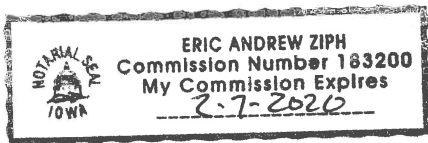
State of IOWA County of POTTOWATOMIE

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

Bruce STARR

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 2<sup>nd</sup> day of NOVEMBER, 2017



Eric Andrew Ziph

Notary Public

2-7-2020

My Commission Expires

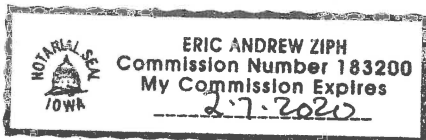
State of IOWA County of POTTOWATOMIE

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

MAUREEN STARR

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 2<sup>nd</sup> day of NOVEMBER, 2017



Eric Andrew Ziph

Notary Public

2-7-2020

My Commission Expires

