

Received Date

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

L.C.E.D. Utility Permit No.

Application Date

Application to Construct
Utilities On County property
Only ONE type of Utility per permit.

Utility Company Project or WO No.

Lancaster County Contract No.

County Rep.

L.C.E.D. Maintenance District #

Application is hereby made to LANCASTER COUNTY by:

Name:

Company Name:

Phone:

Address:

E-Mail:

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

Please be as specific in you location as you can. Cross streets, Addresses, Subdivision Name with Lot & Block numbers, Section-Township-Range.

LOCATION OF WORK:

UTILITY TO BE CONSTRUCTED

TYPE

DESCRIPTION

ANNOTATION

PROPOSED UTILITY INSTALLATION

METHOD

**SIZE/WIDTH/
DIAMETER**

DESCRIPTION

DEPTH/HEIGHT

DESCRIPTION

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

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. An approved Utility Permit is required for all work being done in County right-of-way. See Page 6 for additional requirements upon permit approval.

1. Unless agreed to by Lancaster County Engineering Dept., the following Minimum Requirements are as follows:
 - A. **Location of any and all utility installations parallel to the existing roadway are limited to the backslope area up to the existing road right-of-way line. New utility installations will NOT be allowed in the roadway, roadway shoulder, roadway foreslope and/or roadway ditch areas unless specific special instructions are given by Lancaster County Engineering Department;**
 - B. The depth to the top of the new utility installations shall be a minimum depth of 48 inches below the existing adjacent parallel roadway drainage ditch flowline, unless specific area depth instructions are allowed by Lancaster County Engineering Department and noted on the permit;
 - C. In roadway fill sections with no backslope area within the road right-of-way area, the minimum depth to top of utility line shall be 48" from existing ground, unless specific special depth instructions are allowed by Lancaster County Engineering Department and noted on the permit;
 - D. The minimum depth for burial beneath drainage structures, waterways, creek channels, or culverts within 5' of the utility route will be 72", as measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility;
 - E. No utility will be buried directly above a drainage structure, **regardless of the burial depth;**
 - F. All crossings with existing utilities will be separated by a minimum of 24";
 - G. All paved road and paved driveway crossings will be dry-bored;
 - H. 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;
 - I. 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 on-site, 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. Applicant shall furnish As-Built plans and submit area boring logs to document conformance with utility line depths.
4. **The contractor will notify Lancaster County Maintenance Superintendent Ron Bohaty at 402-441-7797, a MINIMUM of 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 Close _____ 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. All Right-of-Way and/or utility line control and staking are to be done by Utility Company and or their agents.
16. Upon completion of construction Utility Company and or their agents are to provide the County with As-Built plans and submit boring logs to document utility depth and location.
17. **Notification of proposed utility work to adjacent landowners shall be the responsibility of the Utility Company and or their Agents.**
18. **A minimum 10 working day review for possible County Board approval, Board approval may add an additional 10-14 working days.**
19. **Utility Company and or their Agents shall be responsible to notify the Lancaster County Engineering Department upon completion of permitted utility work.**
20. **Failure to comply with the above guidelines may result in revocation of this permit, and denial of future utility permits.**

I (We) agree to construct the _____ in accordance with the permit requirements and
(utility)
the provisions included as a part of this permit.
Approximate installation start date _____, Approximate installation completion date _____.

COMPANY:

DATE:

SIGNED BY:

Digital signatures ARE accepted.
Please email form back to COENG@LANCASTER.NE.GOV

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 _____ in accordance with the permit requirements and
(utility)
the provisions included as a part of this permit.

Approximate installation start date _____, Approximate installation completion date _____.

COMPANY:

DATE:

SIGNED BY:

Digital signatures ARE accepted.
Please email form back to COENG@LANCASTER.NE.GOV

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:

**INSURANCE CLAUSE
FOR LANCASTER COUNTY ENGINEER UTILITY PERMITS**

Insurance; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County Attorney. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

An Additional Insured Endorsement Form showing the County as additional Insured.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Intentionally Omitted

1.4. Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Intentionally Omitted

1.5.1 Intentionally Omitted

1.6 Intentionally Omitted

1.7 Intentionally Omitted

1.8 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the County Attorney.

1.8.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Intentionally Omitted

2. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

3. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

4. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

5. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

6. Reservation of Rights

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

7. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the County.

For questions regarding Insurance Requirements, please contact Risk Management.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 9, 2019

Lancaster County of Nebraska
444 CHERRY CREEK RD STE C
LINCOLN NE 68528-1578

Account Information:

| | |
|--------------------------------|----------------------------|
| Policy Holder Details : | SHAMROCK CABLE & FIBER LLC |
|--------------------------------|----------------------------|



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (877) 287-1312

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2019

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 have ADDITIONAL INSURED provisions or 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).

| | | | |
|--|--|---|------------------------|
| PRODUCER Blair Insurance Agency 1529 Lincoln Street Blair NE 68008 | | CONTACT NAME: Darcy Huff PHONE (A/C, No, Ext): (402) 426-4888 E-MAIL ADDRESS: dhuff@blairinsuranceagency.com FAX (A/C, No): (844) 572-7121 | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Auto-Owners Insurance | NAIC # 18988 |
| INSURED Shamrock Cable And Fiber LLC 9191 N 204Th St Elkhorn NE 68022-3910 | | INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL195944395

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 39768203 | 04/01/2019 | 04/01/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 4976820300 | 04/04/2019 | 04/04/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is an additional insured per GC 20 12

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Lancaster County 444 Cherrycreek Road Bldg. C Lincoln NE 68528 | 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  |
|--|--|

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20-0113-00
BLAIR INSURANCE AGENCY
1529 LINCOLN ST
BLAIR NE 68008-2049

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

Owners Insurance Company

05-13-2019

SHAMROCK CABLE AND FIBER LLC
9191 N 204TH ST
ELKHORN NE 68022-3910

Remember, you can view your policy, pay your bill or change your paperless options any time online, at www.auto-owners.com. If you have not already enrolled your policy, you may do so using policy number **142320-39768203-19** and Personal ID Code (PID) **C2A 84K 1A3**.

Your agency's phone number is 402-426-4888.

RE: Policy 142320-39768203-19

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ *Serving Our Policyholders and Agents Since 1916* ~

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BLAIR INSURANCE AGENCY
20-0113-00 MKT TERR 084 402-426-4888

INSURED SHAMROCK CABLE AND FIBER LLC

ADDRESS 9191 N 204TH ST
ELKHORN NE 68022-3910

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 04-13-2019

POLICY NUMBER 142320-39768203-19

Company Use 39-23-NE-1404

Company
Bill

| Policy Term | |
|-------------|---------------|
| 12:01 a.m. | 12:01 a.m. |
| 04-01-2019 | to 04-01-2020 |

Description of Change

--COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS--
FORM CG 20 12 - ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS -
IS ADDED TO INCLUDE:
LANCASTER COUNTY

Transaction Number: 005

| | |
|----------------------|---------------------|
| Endorsement Premium: | \$0.00 NO CHANGE |
|----------------------|---------------------|

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

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

State Or Governmental Agency Or Subdivision Or Political Subdivision:

LANCASTER COUNTY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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.

From: [Chad Yost](#)
To: [James J. Shotkoski](#)
Subject: Windhoek ROW access for fiber build
Date: Tuesday, April 16, 2019 3:42:44 PM
Attachments: [Windhoek Utility Permit-Signed.pdf](#)

Jim,

It's been a little bit getting this project going, but I think we have all our ducks in a row. Attached is the completed ROW form and proposed map. Please let me know if I missed something or something needs clarification. There are 7 crossing we are planning on doing, I tried to be as specific as I could on the locations of the crossings. Per the homeowners they believe Secretariat Dr is the only county owned road. I know we looked this up and I don't really know if we came to a solid conclusion on the drives. You had suggested I just list all the crossing points, as I did.

Thanks,

Chad Yost

Windhoek Fiber

proposed fiber route for Windhoek HOA

Legend

- Hand Hole
- Main Line
- Service Drop
- UPN Fiber Service

