

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and ID No. 9 of Dodge County (Bluestem Commons) hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, The Applicant shall be permitted to install a Water Main under, through, or aerial, the Public Right-of-Way of Dodge County.
2. THAT, the County and Townships are the owners and responsible for the Public Right-of-Way in the County and Applicant desires to install a Utility on Public Right-of-Way.
3. THAT, in consideration of this agreement, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between SW and SE corners of County Road T and Luther Road (Description of Property or Sections) in Fremont Township, Dodge County, Nebraska.
4. THAT, the permit on the part of Dodge County is revocable at the will of the County, and Applicant agrees that upon written notice from the County Board of Supervisors, he will immediately and forthwith remove said Utility and any and all pipes or other material contained or used in connection with said Utility and return the roadway occupied by said Utility to substantially it's original condition as before installation of said Utility.
5. THAT, the Appicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel windrow to the opposite side of road so as not to lose any gravel in the open trench.
6. THAT, all backfill in the Public Right-of-Way proper shall be made with material excavated from the crossing or with material equivalent thereto in texture. Material shall be placed in six inch lifts for the full depth of the trench and compacted by tamping to the original cross section. All utilities placed in areas susceptible to erosion shall place adequate protection against erosion. This protection may include bale checks, silt fence and erosion blankets. All vegetation destroyed shall be replaced. Disturbed areas will be reseeded with native grasses and a starter fertilizer. The minimum depth of earth cover over the utility line shall be 3 feet. Installation of underground utility lines under the traveled portion of an existing county road way must be encased in a plastic or steel conduit. The casing shall be bored from the toe of the shoulder slope to the toe of the opposite shoulder slope. The utility shall be placed at a minimum depth of 3 feet below the bottom elevation of the parallel road ditch. Applicant and his contractor or subcontractors are responsible for temporary traffic control on Dodge County Right-of-Way based on the standards and guidelines found in Part 6 of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) to insure a safe work zone for the workers and the public. Applicant will provide all necessary signs, barricades, cones, flaggers and message boards.
7. THAT, the Appicant shall obtain approval of all County road restoration from the County Highway Superintendent or Township Official prior to leaving the site(s).
8. THAT, all backfilled area(s) disturbed by excavation and backfill operations shall be graded, hand dressed as required to restore the terrain to it's original shape, grade, and cross section, and regaveled or reroocked at a rate of 150 tons per mile as directed by the County Highway Superintendent or Township Official.
9. THAT, the Applicant shall as directed by the County Highway Superintendent or Township Official remove at the Appicant's expense from the Public Right-of-Way all temporary structures, and waste materials resulting from their operations.
10. THAT, the Applicant shall file a scaled set of plans, showing the Utility route, depth, and distance from the section line with the Dodge County Highway Superintendent.
11. THAT, the Applicant shall when installing an aerial Utility, shall install such Utility one foot inside the Public Right-of-Way and at a minimum height of 18 feet above the traveled way.
12. THAT, the future maintenance of said Utility and reinstatement or reconstruction of same for any purpose whatsoever shall be borne by Applicant.
13. THAT, Applicant does hereby agree to hold the County or any of it's Officers, Agents, or Employees forever harmless of all liabilities due to improper installation, construction, and maintenance of said Utility.
14. THAT, the Applicant shall submit an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.

RECEIVED  
Dodge County Highway Dept  
2020 DEC -3 PM 12:19

COPY

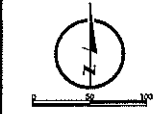
IN WITNESS WHEREOF, the parties aforesaid have hereo set their hand this 14th day of November, 2020.

Signature of Applicant \_\_\_\_\_  
Dodge County Highway Superintendent

Address of Applicant \_\_\_\_\_  
Date Filed with Dodge County Board of Supervisors 12-16-2020

**LAMP RYNEARSON**

1614 W. DOUGLASS ST. 100  
OMAHA, NE 68104  
402.494.1100  
Lamp@lmpny.com



DATE PLOTTED  
8/31/2026  
E:14

VICINITY MAP  
WATER

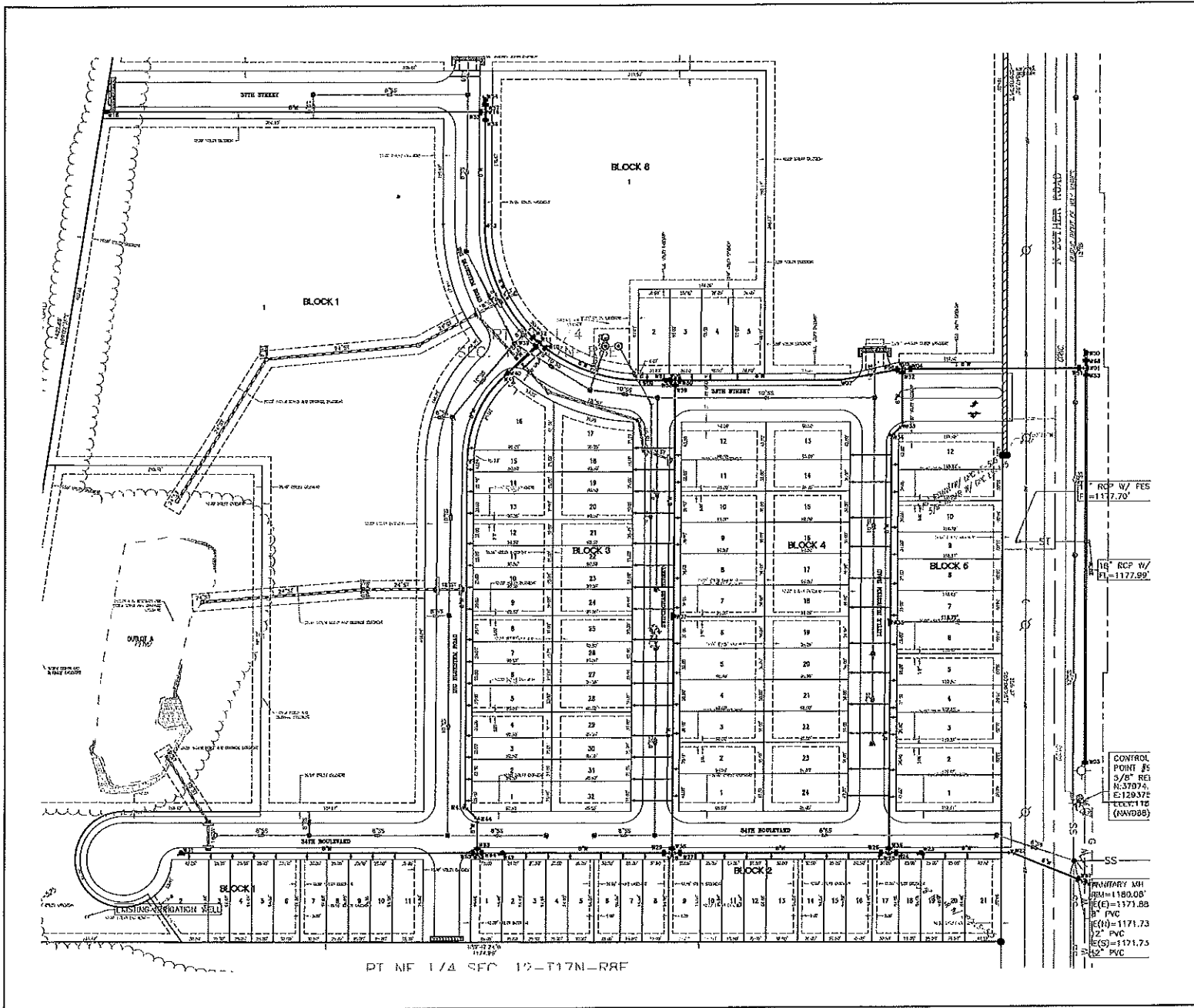
WATER, SECTION 1 (BLUESTEM COMMONS)  
SANITARY AND IMPROVEMENT DISTRICT NO. 9 DODGE COUNTY, NEBRASKA

STRUCTURE	NORTHING	EASTING
W01	24432.05	129344.69
W03	24620.87	129344.69
W04	24673.44	129165.27
W05	24623.20	129172.18
W06	24472.47	129175.24
W07	24440.44	129105.74
W08	24441.24	128911.76
W09	24441.02	128690.25
W10	24440.32	128468.84
W11	24025.18	128422.92
W12	24011.80	128324.12
W13	24014.16	128000.81
W14	24070.25	128701.24
W18	24071.80	128248.32
W20	23652.82	129345.08
W22	23918.04	129201.43
W23	23918.24	128169.28
W24	23918.45	128170.82
W25	23918.48	128162.79
W26	23918.51	128152.23
W27	23918.25	128024.89
W28	23918.26	128019.79
W29	23918.42	128008.47
W30	23920.25	128049.17
W31	23921.44	128034.81
W32	24009.03	129126.15
W33	24048.85	128174.21
W34	24027.28	128184.28
W35	24192.56	128182.74
W36	24028.84	128184.84
W37	24028.85	128216.79
W38	23924.84	128018.80
W39	24021.15	128758.81
W40	24070.25	128727.21
W41	24040.44	128725.95
W42	24021.83	128691.42
W43	23924.84	128678.99
W44	23924.72	128494.14
W45	24024.18	128310.83
W46	24040.45	128304.49
W47	24015.06	128274.84
W48	24044.90	128344.89
W49	24024.57	128201.24
W50	24020.27	128094.21
W51	24024.29	128101.44
W52	24074.72	128201.24
W53	24041.40	128012.20
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W57	23929.16	128122.28
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W59	23928.04	128092.18
W60	23928.22	128064.12
W61	24041.01	129244.63
W62	23869.59	129277.29



PROJECT NUMBER  
LAMP RYNEARSON / THOMAS GREENWELL  
DATE  
08-31-2026  
PROJECT NUMBER  
011807411-001/000  
DATE AND TIME

PROJECT  
5 OF 12



PT NE 1/4 SEC 12-T17N-R9E



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2020

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Mary Kent PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: mkent@unicogroup.com
INSURED Penro Construction Company, Inc. PO Box 520 Pender NE 68047	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2020-21 GL,AU,WC,UMB 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:			CLP3689029	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3689027	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2817522	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3689028	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Job #0119078.11-360, S.I.D. No. 9 (Bluestem Commons) Water, Section 1. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The blanket automatic endorsements provide additional insured status for Sanitary & Improvement District No. 9 of Dodge County, Nebraska, Lamp Rynearson, City of Fremont, Dodge County, Nebraska and Thiele Geotech, Inc. as required by written contract.

CERTIFICATE HOLDER Sanitary & Improvement District No. 9 of Dodge County, Nebraska 2120 South 72nd Street Suite 1200 Omaha NE 68124-2341	CANCELLATION 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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