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INSTRUMENT NUMBER

**2017-30769**

2017 Dec 21 09:20:24 AM

*Sheryl J. Dowling*

REGISTER OF DEEDS



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Return to: Michael D. Matejka, Woods & Aitken LLP, 10250 Regency Circle, Suite 525, Omaha, NE 68114

**DECLARATION OF PERMANENT RECIPROCAL JOINT ACCESS  
EASEMENT AND MAINTENANCE AGREEMENT**

THIS DECLARATION OF PERMANENT RECIPROCAL JOINT ACCESS EASEMENT AND MAINTENANCE AGREEMENT is made as of this 8<sup>th</sup> day of December, 2017 (hereinafter referred to as the "Effective Date"), by GILES ROAD NO. 2, LLC, a Nebraska limited liability company ("Giles"), and JASON INVESTMENTS, LLC, a Nebraska limited liability company ("Jason").

**RECITALS:**

WHEREAS, Giles is the owner of Lot 2 Portal Plaza ("Lot 2") and Lot 4 Portal Plaza ("Lot 4") as surveyed, platted and recorded in the City of Papillion, Sarpy County, Nebraska, and Jason is the owner of Lot 3 Portal Plaza ("Lot 3"), as surveyed, platted and recorded in the City of Papillion, Sarpy County, Nebraska; and

WHEREAS, Lot 2, Lot 3, and Lot 4 are sometimes referred to herein individually as a "Lot" and collectively as the "Lots;" and

WHEREAS, Giles and Jason are sometimes referred to herein individually as a "Owner" and collectively as the "Owners;" and

WHEREAS, by virtue of the recording of this Declaration of Permanent Reciprocal Joint Access Easement and Maintenance Agreement (the "Easement Agreement"), the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement Agreement and every grantee of any interest in any said Lots, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lots, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement Agreement and shall be deemed to have consented to the terms hereof; and

WHEREAS, the Owner desires to establish for its their benefit and for the benefit of all future owners, occupants, and mortgagees of the Lots or any portion thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, suppliers, subtenants, concessionaires, or fire, rescue and other emergency vehicles (collectively referred to herein as "Permittees"), ingress and egress, over and upon each of the Lots, now or hereafter located upon the Lots or any portion thereof within the easement area depicted on Exhibits "A" and "B" for the purpose of providing pedestrian and vehicular ingress and egress to the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the Lots.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owners do hereby declare as follows:

1. Access Easement.

(a) Giles hereby grants an easement, for the benefit of the Lot 3 owner and its Permittees, for the perpetual non-exclusive right for vehicular and pedestrian ingress and egress, in, over and upon the private access drive now or hereafter constructed and located upon that portion of the Lot 2 as described on Exhibit A attached hereto and hereby made a part hereof ("Lot 2 Easement Area"), solely for the purpose of providing Permittees pedestrian and vehicular access to the Lots (but not parking).

(b) Jason hereby grants an easement, for the benefit of the Lot 2 and the Lot 4 owner and its Permittees, for the perpetual non-exclusive right for vehicular and pedestrian ingress and egress, in, over and upon the private access drive now or hereafter constructed and located upon that portion of the Lot 3 as described on Exhibit B attached hereto and hereby made a part hereof ("Lot 3 Easement Area"), solely for the purpose of providing Permittees pedestrian and vehicular access to the Lots (but not parking). The Lot 2 Easement Area and the Lot 3 Easement Area shall together be referred to as the "Easement Area").

(c) The easement rights herein granted to any person or entity, or anyone claiming by, through or under them, shall terminate and expire at such time as such person or entity ceases to be an owner, occupant or mortgagee of a Lot or Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner, occupant or mortgagee, or anyone claiming by, through or under them.

2. Nature of Easements. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their respective Permittees. The Owners expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as any Lot remains in existence unless otherwise mutually agreed by the owners of both Lots in writing to be filed of record against both Lots.

3. Improvements and Costs and Expenses. The Jason shall be responsible for designing and constructing the private access drive servicing the Lots within the Easement Area at its sole cost and expense.

Jason shall submit the plans and specifications to the Giles prior to the commencement of construction. The Giles shall have ten (10) days to review and approve of the plans and specifications, which approval shall not be unreasonably withheld or delayed. Within thirty (30) days following the issuance of the certificate of occupancy for the building and related improvements constructed on Lot 2, the Giles shall pay to Jason the amount of \$4,728.00, which is its respective share of the actual design and construction costs for the private access drive. The total design and construction costs for the private access drive shall be allocated between the Owners of the Lots prorata based on the square footage of the Easement Area on each Lot.

4. Responsibility for Maintenance and Operation of the Private Access Drive. Jason shall be responsible for all of the costs and expenses associated with the maintenance, repair and/or replacement of the private access drive until such time Lot 2 is developed and improved with a completed building and related improvements (a "Developed Lot"). After such time, each Owner of a Developed Lot shall be responsible for the costs and expenses associated with the maintenance, repair and/or replacement of the private access drive located on its Lot.

5. Lien Rights. In the event any sum of money payable by one party to the other pursuant to any provision of this Easement Agreement is not paid when due, the party seeking payment (the "Requesting Party") shall give the non-paying party (the "Non-Paying Party") written notice of such failure to pay as required herein. In the event the unpaid amount is not paid in full to have Requesting Party within ten (10) days after such notice is given, the Requesting Party shall have the right to record, in the Office of the Register of Deeds for Sarpy County, Nebraska, a notice of lien, which shall set forth the then-delinquent amount owed by the Non-Paying Party (including interest at an annual rate of eight percent (8%) per annum (the "Default Rate"), and a legal description of the lot owned by the Non-Paying Party (the "Notice of Lien"). Any Non-Paying Party acknowledges that the its Lot will be subject to a lien claim in favor of the Requesting Party in the event Non-Paying Party fails to pay any sums due under this Easement Agreement. Upon recordation of such Notice of Lien, the then delinquent amount owing by the Non-Paying Party, together with interest thereon at the Default Rate, shall constitute a lien upon the parcel of such Non-Paying Party (the "Lien"), as described in the Notice of Lien. In the event the amount secured by such Lien is not paid in full within ten (10) days after such Notice of Lien has been recorded, the Requesting Party may enforce payment of the amount due, or enforce the Lien against the parcel of the Non-Paying Party, by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, the Requesting Party shall not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under applicable law): (i) bringing an action at law against the Non-Paying Party personally obligated to pay the unpaid sum of money; and/or (ii) foreclosing the Lien against the parcel of the Non-Paying Party in accordance with the then prevailing Nebraska law relating to the foreclosure of realty mortgages or deeds of trust (including the right to recover any deficiency).

6. Self-Help Rights. If either Party (the "Failing Party") fails to observe or perform any of its obligations or duties hereunder, then the non-failing party (the "Non-Failing Party") may give the Failing Party written notice of such failure and Failing Party shall observe or perform the obligation or duty required within thirty (30) days after receiving such notice; provided, however, that if such non-performed or non-observed obligation or duty is one which cannot be performed or observed within said thirty (30) day period and thereafter diligently prosecutes such performance or observance until completion to the reasonable satisfaction of the Non-Failing Party, then Non-Failing Party shall not be entitled to exercise the remedy provided for in the following sentences. Should Failing Party fail to fulfill this obligation or duty within such period, then Non-Failing Party, through its employees or authorized agents, shall have the right and power to enter onto the Failing Party's Lot and perform such obligation or duty without liability to any person for damages for wrongful entry or trespass unless occasioned by the gross negligence or intentional wrongful acts of the Non-

Failing Party or its agents. Failing Party shall be liable for one-half (1/2) of the cost of such work and shall promptly reimburse Non-Failing Party for such costs. If Failing Party shall fail to reimburse Non-Failing Party within thirty (30) days after receipt from Non-Failing Party of a written statement describing the work performed and the cost thereof, then Non-Failing Party may enforce payment of the amount due in accordance with Section 7 of this Easement Agreement. Notwithstanding the foregoing, in the event of an emergency, Non-Failing Party may undertake any duties which are reasonably necessary to alleviate said emergency and to stabilize the situation and Failing Party shall reimburse Non-Failing Party for one-half (1/2) of all reasonable sums so expended. Non-Failing Party shall use best efforts to give immediate notice of such emergent circumstances to Failing Party.

7. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the access easement area on any Lot; provided, however, curb stops and other reasonable traffic controls, including, without limitation, directional barriers and stop signs, as may be necessary to guide and control the orderly flow of traffic may be installed by a party on its respective Lot to the extent such controls do not materially adversely affect the other Lot or party. Notwithstanding the foregoing, a party may install temporary traffic controls on its respective Lot in the event of any emergency condition.

8. Effect of Covenants. Each Lot owner, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Easement Agreement or to which this Easement Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Easement Agreement were received and stipulated at length in each and every deed of conveyance.

9. Waiver. No covenant, restriction, condition or provision of this Easement Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

10. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement Agreement herein contained, as the case may be, shall not render the remainder of the Easement Agreement invalid, nor any other part therein contained.

11. Amendment; Modification. This Easement Agreement may be amended by the written consent and mutual agreement of all the record owners of the Lots subject hereto or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

12. Estoppel. A Lot owner shall deliver to the other Lot owner, within ten (10) days after request therefore, a written statement, setting forth that, to the best of such owner's knowledge, the requesting party is not in default, in the performance of any of its obligations under this Easement Agreement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

13. Governing Law. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 8<sup>th</sup> day of Dec, 2017.

GILES ROAD NO. 2, LLC  
a Nebraska limited liability company

JASON INVESTMENTS, LLC  
a Nebraska limited liability company

By: KVT #2 Limited Partnership, Member  
and Manager

By: *George W. Venteicher*  
George W. Venteicher  
General Partner

By: *Mark Frill*  
Mark Frill  
Managing Member

By: Seechol Properties, Member and Manager

By: *Tom Nichols*  
Tom Nichols, General Partner

STATE OF NEBRASKA )  
) SS  
COUNTY OF Douglas )

GENERAL NOTARY - State of Nebraska  
RYAN M. ZABROWSKI  
My Comm. Exp. Nov. 14, 2018

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of DECEMBER, 2017 by George Venteicher, general partner of KVT #2 Limited Partnership, the member and manager of GILES ROAD NO. 2, LLC, a Nebraska limited liability company on behalf of the Company.

*Ryan M. Zabrowski*  
Notary Public

STATE OF NEBRASKA )  
) SS  
COUNTY OF Douglas )

GENERAL NOTARY - State of Nebraska  
RYAN M. ZABROWSKI  
My Comm. Exp. Nov. 14, 2018

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of DECEMBER, 2017 by Tom Nichols, general partner of Seechol Properties, the member and manager of GILES ROAD NO. 2, LLC, a Nebraska limited liability company on behalf of the Company.

*Ryan M. Zabrowski*  
Notary Public

STATE OF NEBRASKA )  
) SS  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2017 by Mark Frill, Managing Member of JASON INVESTMENTS, LLC, a Nebraska limited liability company on behalf of the Company.

GENERAL NOTARY - State of Nebraska  
MICHAEL D. MATEJKA  
My Comm. Exp. January 14, 2019

*Michael D. Matejka*  
Notary Public

**CONSENT OF BENEFICIARY UNDER DEED OF TRUST**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Northwest Bank, as Beneficiary, under those certain Deed of Trust recorded June 10, 2016, as Instrument No. 2016-13418 ("Deed of Trust"), respectively, in the Office of the Register of Deeds of Sarpy County, Nebraska, hereby consents to the foregoing Declaration of Permanent Reciprocal Joint Access Easement and Maintenance Agreement (the "Easement") such that the Deed of Trust shall be subject to said Easement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Easement.

Executed this 8 day of December, 2017.

BENEFICIARY:

NORTHWEST BANK

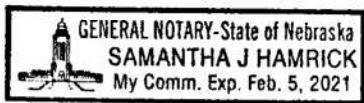
By: KSA  
Its: Vice President

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF Sarpy     )

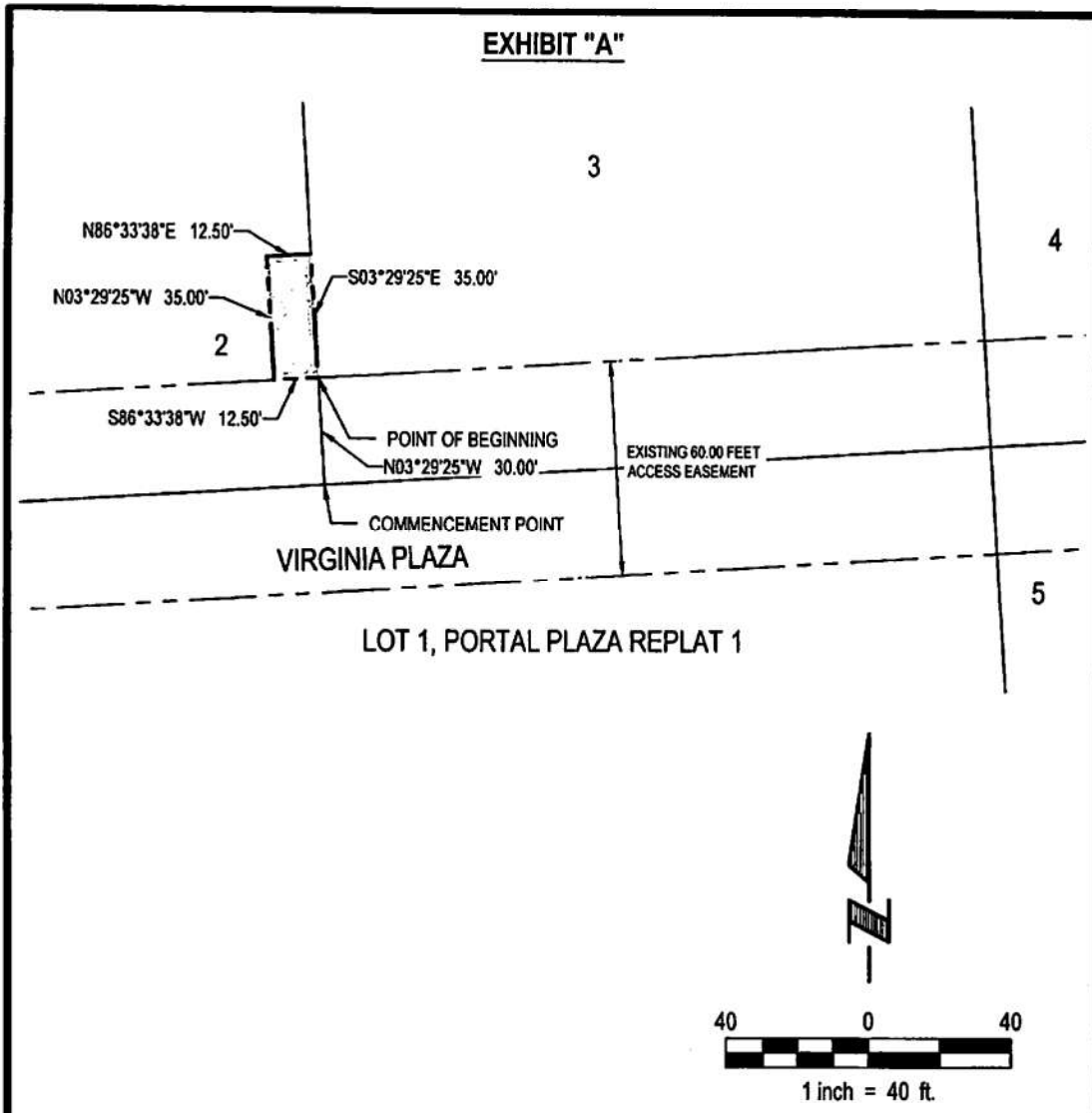
Before me, a Notary Public qualified for said County and State, personally came Kevin Dasher, Vice President of Northwest Bank, a bank chartered under the laws of the State of South Dakota, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said bank.

WITNESS my hand and Notary Seal on this 8 day of December, 2017.

Samantha Hamrick  
Notary Public



**EXHIBIT "A"**



**LEGAL DESCRIPTION**

AN ACCESS EASEMENT BEING LOCATED IN PART OF LOT 2, PORTAL PLAZA, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, PORTAL PLAZA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 3, SAID PORTAL PLAZA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, PORTAL PLAZA REPLAT 1, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 21; THENCE N03°29'25"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, PORTAL PLAZA, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 3, PORTAL PLAZA, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 60 FEET WIDE ACCESS EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S86°33'38"W, A DISTANCE OF 12.50 FEET; THENCE N03°29'25"W, A DISTANCE OF 35.00 FEET; THENCE N86°33'38"E, A DISTANCE OF 12.50 FEET TO A POINT ON SAID EAST LINE OF LOT 2, PORTAL PLAZA, SAID LINE ALSO BEING SAID WEST LINE OF LOT 3, PORTAL PLAZA; THENCE S03°29'25"E ALONG SAID EAST LINE OF LOT 2, PORTAL PLAZA, SAID LINE ALSO BEING SAID WEST LINE OF LOT 3, PORTAL PLAZA, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

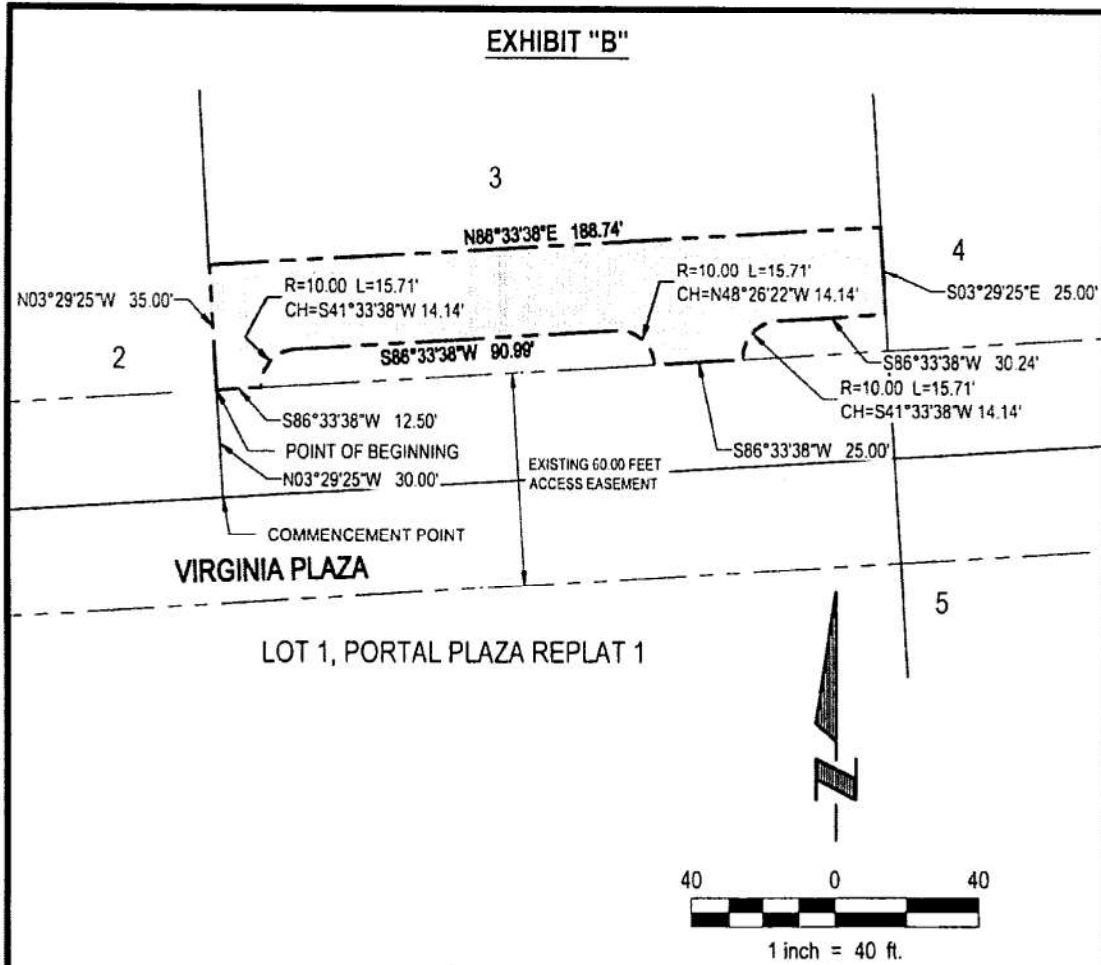
SAID TRACT OF LAND CONTAINS 438 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 10908 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone 402 895 4700 • Fax: 402 895 3569  
 Drawn by: RLS Chkd by: \_\_\_\_\_ Date: 09/29/2017  
 Job No.: 2016.163.001

**ACCESS EASEMENT**  
 LOT 2  
 PORTAL PLAZA  
 SARPY COUNTY, NEBRASKA

**EXHIBIT "B"**



**LEGAL DESCRIPTION**

AN ACCESS EASEMENT BEING LOCATED IN PART OF LOT 3, PORTAL PLAZA, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, PORTAL PLAZA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, SAID PORTAL PLAZA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, PORTAL PLAZA REPLAT 1, A SUBDIVISION LOCATED IN PART OF SAID NW1/4 OF SECTION 21; THENCE N03°29'25"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 3, PORTAL PLAZA, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 2, PORTAL PLAZA, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 60 FEET WIDE ACCESS EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N03°29'25"W ALONG SAID WEST LINE OF LOT 3, PORTAL PLAZA, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, PORTAL PLAZA, A DISTANCE OF 35.00 FEET; THENCE N86°33'38"E, A DISTANCE OF 188.74 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3, PORTAL PLAZA, SAID LINE ALSO BEING THE WEST LINE OF LOT 4, SAID PORTAL PLAZA; THENCE S03°29'25"E ALONG SAID EAST LINE OF LOT 3, PORTAL PLAZA, SAID LINE ALSO BEING SAID WEST LINE OF LOT 4, PORTAL PLAZA, A DISTANCE OF 25.00 FEET; THENCE S86°33'38"W, A DISTANCE OF 30.24 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET; A DISTANCE OF 15.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S41°33'38"W A DISTANCE OF 14.14 FEET TO A POINT ON SAID NORTH LINE OF AN EXISTING 60 FEET ACCESS EASEMENT; THENCE S86°33'38"W ALONG SAID NORTH LINE OF AN EXISTING 60 FEET ACCESS EASEMENT, A DISTANCE OF 25.00 FEET, THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N48°26'22"W, A DISTANCE OF 14.14 FEET; THENCE S86°33'38"W, A DISTANCE OF 90.99 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET; A DISTANCE OF 15.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S41°33'38"W A DISTANCE OF 14.14 FEET TO A POINT ON SAID NORTH LINE OF AN EXISTING 60 FEET ACCESS EASEMENT; THENCE S86°33'38"W ALONG SAID NORTH LINE OF AN EXISTING 60 FEET ACCESS EASEMENT, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,158 SQUARE FEET OR 0.118 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services

10509 Mid Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.855.4700 • Fax: 402.855.3399

Drawn by: RLS | Chkd by: | Date: 09/29/2017  
Job No.: 2016.163.001

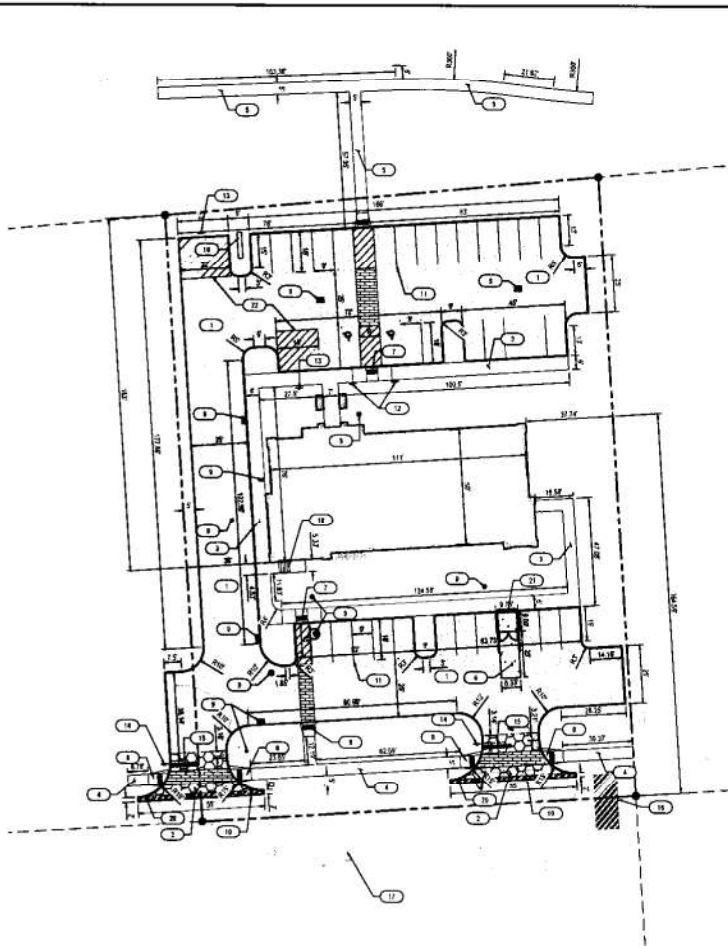
**ACCESS EASEMENT**

**LOT 3**

**PORTAL PLAZA**

SARPY COUNTY, NEBRASKA





**LEGEND**

- 1" Polished Concrete Concrete
- 6" Polished Concrete Concrete
- PCC Sidewalk See Build Notes for Thickness
- 7" Polished Concrete Concrete Dumpster Pad
- Colored Concrete Red Book Color
- Remove and Replace Concrete Pavement



**BUILD NOTES - LAYOUT**

1. Construct 8" PCC pavement with integral curb & gutter
2. Construct 6" PCC pavement
3. Construct 4" PCC sidewalk
4. Construct 8" PCC sidewalk
5. Construct 6" PCC sidewalk
6. Construct 7" PCC pavement
7. Construct City of Papillion Type 9 Perpendicular Curb Ramp. See detail on sheet CT
8. Construct City of Papillion Type 7 Pedestrian Ramp. See detail on sheet CT
9. Proposed storm or sanitary sewer structure typical, equal to grade as necessary. See sheets CI and CS.
10. Construction driveway apron in accordance with City of Papillion standards with double-toe bar construction. See detail on sheet CT
11. Paint yellow striping, no parking along, and install ADA parking symbols typical
12. Install ADA parking signs. See detail on sheet CT
13. Install No Parking signs
14. Install City of Papillion standard stop sign, with postpaid trees. See detail sheet CI
15. Proposed Stop Bar
16. Full depth saw cut, remove and replace pcc pavement for utility connections as needed
17. Erosion bio fabric
18. Construct storm. See structural plans for details
19. Preparation of manurement sign, by others
20. Full depth saw cut, remove and replace PCC pavement for driveway connections
21. Complete roadway location, see architectural plans for details
22. Red paint pavement striping typical

**PAVEMENT CONSTRUCTION NOTES**

1. Pavement subgrade shall be prepared and compacted in accordance with City of Papillion Specifications for Public Works Construction.
2. Concrete for the pavement shall be concrete class "B" or enhanced concrete made from Type 1 Polished Concrete.
3. All aggregate shall be type "34" in accordance with City of Omaha Standard Plate 500-02 unless otherwise shown on plans.
4. Water-reducing admixture shall be added to all handplaced and finished concrete.
5. Finishing shall be as shown on plans. All dimensions shown are back of curb to back of curb.
6. A diamond edge curb shall be used for cutting all required connection and longitudinal pavement joints.
7. The CONTRACTOR shall consult with the INSPECTOR'S assurance of conformity. ADA compliant curb ramps at all intersections where new sidewalks is constructed as well as where existing sidewalks has been removed. All ADA compliant curb ramps shall conform to the City of Papillion standards. Truncated domes shall be PCC-BLOCK concrete.
8. Within one (1) hour the concrete pavement shall be cured using a polypropylene based membrane-forming compound that has been approved by the State of Nebraska Department of Roadway. Apply liquid membrane-forming compound at the manufacturer and application rate recommended by the manufacturer.
9. All intersections shall be swept or broomed by the Engineer in the field to remove positive drainage.
10. Divided joints will be swept at driveway connections.
11. Curb strips in accordance with the future construction of street shall be constructed of 4" radius return per Standard Plate No. 500-02. No separate pavement shall be made for these curbs, but seal coats shall be necessary to these areas for which pavement is made.
12. All pavement materials shall be tested. Parameters shall be reported in compact format. Pavement test results may be equated to the test to match existing joints.
13. The Contractor shall submit a pavement joint plan to the Engineer for review.
14. Maximum PCC pavement joint dimensions shall be no more than: (A) across the thickness of the PCC. Joints shall be laid as square as possible, one side of the joint shall not exceed 1/2" on any of the perpendicular side. If a joint shall be used in that case, it shall be set on 1/2" grade.
15. Contractor joints shall be cut to a maximum of 1/2" the slab thickness if the thickness is only 6" (one method). Joints shall be cut as soon as practical when the concrete has set sufficient to support foot traffic and must be cut before drainage trough form.
16. Cured joints shall be used for load transfer across construction joints.
17. Contractor shall provide a pavement jointing plan to engineer for review a minimum of 72 hours prior to concrete placement.



**E. & A. CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services



PRINUS DENTAL  
 CIVIL SITE PLANS  
 11/11/2014 10:05 AM

SITE LAYOUT & PAVING  
 PLAN



Project No.	11/11/2014 10:05 AM
Sheet No.	11/11/2014 10:05 AM
Scale	11/11/2014 10:05 AM
Author	11/11/2014 10:05 AM
Check	11/11/2014 10:05 AM
Date	11/11/2014 10:05 AM
Scale	11/11/2014 10:05 AM
Sheet	11/11/2014 10:05 AM

CONSTRUCT STORM SEWER GRAIN PIPE					
ID	Start Station	End Station	Size	Depth	Notes
12	11	10'	18"	2.25'	RCP, allow working subsoil if possible
13	12	10'	18"	2.25'	
14	13	10'	18"	2.25'	
15	14	10'	18"	2.25'	
16	15	10'	18"	2.25'	
17	16	10'	18"	2.25'	
18	17	10'	18"	2.25'	
19	18	10'	18"	2.25'	
20	19	10'	18"	2.25'	
21	20	10'	18"	2.25'	

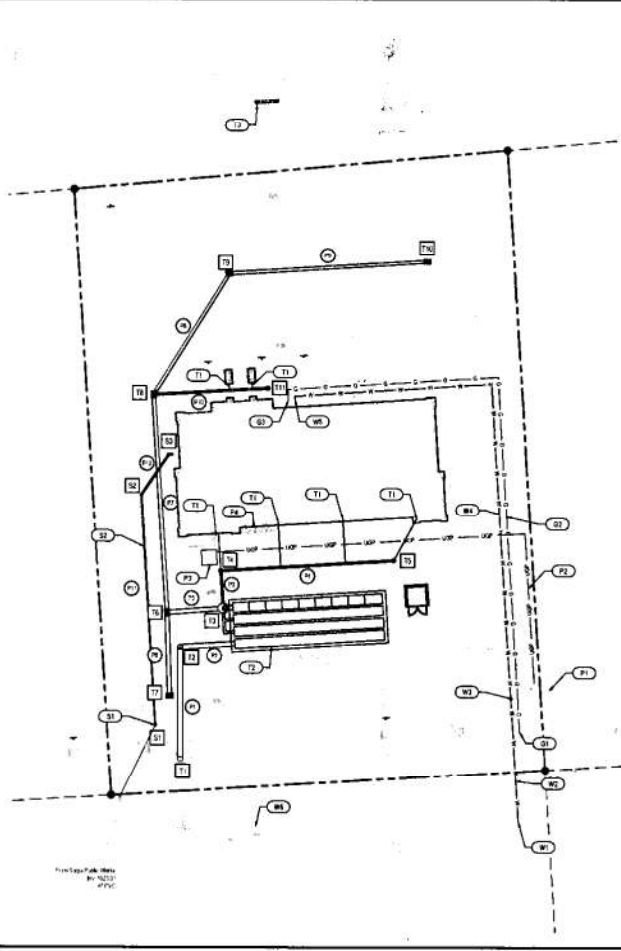
\* Contractor shall verify horizontal and vertical location of storm drain stub-out prior to construction of all storm sewer structures and storm drain pipe. Contractor shall notify Engineer of horizontal and vertical location of stub-out storm drain pipe.

CONSTRUCT STORM SEWER STRUCTURE			
ID	Invert Elev. (ft)	Depth (ft)	Notes
12	102.00	2.25	
13	101.75	2.25	Modify per PCBP plan. See detail sheet C11
14	101.50	2.25	
15	101.25	2.25	
16	101.00	2.25	
17	100.75	2.25	
18	100.50	2.25	
19	100.25	2.25	
20	100.00	2.25	
21	99.75	2.25	

CONSTRUCT SANITARY SEWER PIPE				
ID	Start Station	End Station	Size	Depth
22	11	10'	18"	2.25'
23	12	10'	18"	2.25'
24	13	10'	18"	2.25'

CONSTRUCT SANITARY SEWER MANHOLE		
ID	DESCRIPTION	Notes
25	Chamber Man = 102.00'	
26	18" Dia = 102.00'	
27	18" Dia = 102.00'	
28	Double Chamber Man = 102.00'	
29	18" Dia = 102.00'	

\* Contractor shall verify horizontal and vertical location of sanitary stub-out prior to construction. Coordinate with plumbing plans.



**WATER SERVICE REFERENCE NOTES**

- W1 Tap existing water main. Coordinate top City of Hamilton.
- W2 Construct approximately 40 LF of 2" water service line per city of Hamilton specifications. Remove and replace service pipe (original 18") in 18" or half yards as necessary.
- W3 Furnish and install curb stop. See detail sheet C11.
- W4 Construct approximately 200 LF of 2" water service line per city of Hamilton specifications.
- W5 See mechanical/plumbing plans for construction.
- W6 Existing hydrant.

**GAS SERVICE REFERENCE NOTES**

- G1 Tap existing gas main. Coordinate top with Black Hills Energy.
- G2 Construct approximately 200 LF of gas service line per Black Hills Energy Specifications. Alignment shown for informational purposes only.
- G3 See mechanical plans for construction.

**POWER REFERENCE NOTES**

- P1 Existing power transformer location. See electrical plans for construction.
- P2 Construct electrical service line accordance with DPTD specifications. Alignment shown for informational purposes only.
- P3 Proposed power transformer location. See electrical plans for construction.
- P4 Proposed location of all units. See MEP Plans for more information.

**SUMMARY SEWER REFERENCE NOTES**

- S1 Contractor to verify sanitary sewer horizontal and vertical subsoil condition prior to construction.
- S2 See bid notes for sanitary sewer information.

**STORM SEWER REFERENCE NOTES**

- T1 Correct elevations of storm sewer inlets.
- T2 Construct 50' of 18" Stormwater System (18" max. 9' channels per foot. See additional information on PCBP sheets, sheets C11 and C12).
- T3 Construct 10' of 18" RCP pipe at 0.5%.

**GENERAL WATER NOTES**

- 1 The work shall be in accordance with the specifications, rules and regulations of the City of Hamilton and the general and local provisions and these plans for the referenced project.
- 2 Horizontal distance between the sewer and water lines shall be 10 feet minimum and the vertical distance shall be less than 1 foot. The sanitary sewer shall be 2' P.P. 10 feet each side of the water main when the vertical distance is less than 1 foot.
- 3 Contractor shall maintain all valves at connection points in the life of the system and shall maintain and approve of proposed water lines as complete, except that said valves may be operated in 18" lines for use in the referenced project.
- 4 Type "X" copper water service of the size and quantity shown, shall be constructed in all other areas of the development in accordance with the specifications and details shown on the plans. The contractor shall install the end valve breakers of each water service installed and provide each service to the water upon completion of construction.



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