Lincoln-Lancaster County Health Department
Environmental Public Health Division
3140 N Street • Lincoln NE 68510-1514
Phone: 402-441-8643

A

Permit Number HS001835

Onsite Wastewater Treatment System Permit Application

Include Form B and C. Submit correct fee with this Application

☐ Septic System ☒ Lagoon ☐ Other (Refer to Form C)

PLEASE PRINT OR TYPE

A. Onsite System Location

Address* 9911 SW 9th St. (no rural route) City Lincoln, NE Zip NE

Legal Description S 27 T 9 R 6 Vantage Point Estates 1st Add 2 1 & 10

1/4 1/4 Section Township Range Subdivison Addition Block Lot

PID 09-27-305-001-000 *Approx. Address (If to be determined)

B. Owner

Name Kyle Stolzer Signature

Address 816 Park Dr. City/State/Zip Hickman NE 68372

Home Phone 402-540-4806 Work Phone 402-540-4806

C. Certified Installer

Name: Haes Excavating Inc. Signature

Address 9800 Breegan Road City/State/Zip Lincoln, NE 68526

Work Phone 402-499-1166

D. Engineer ☐ **Check and complete if engineer designed system** P.E. License Number:

Designer Name Firm Work Phone

E. This system will serve a

☑ Residential Dwelling Number of Bedrooms Whirlpool Bathtub? ☐ Yes ☑ No Total Acres .91

Garbage Grinder? ☑ Yes ☐ No

☐ Commercial Establishment/Other Facility Specify Design flow in gallons per day

Type of Wastewater ☐ Domestic ☐ Non-Domestic

DO NOT WRITE BELOW THIS LINE

Approval Process

1. Health Department

Site visits Date rec'd ACTION ☐ Approved ☐ Disapproved

Date frwd Signature

Comments

2. Supt. Bldg. Insp. or Village Clerk

Comments Date rec'd ACTION ☐ Approved ☐ Disapproved

Date frwd Signature

3. City or County Engineer

Comments Date rec'd ACTION ☐ Approved ☐ Disapproved

Date frwd Signature

Installation Final Written Approval

By

Date

Business Office Use Only

Date Received 6-11-19 Amount Paid $420

Received By JAO Cash/Check No. CC 9662

White - Health Department Yellow - Engineer Pink - Building & Safety

Form A Updated: 4/15

Lincoln-Lancaster County Health Department
Environmental Public Health Division (402) 441-8027
3131 O Street Lincoln, Nebraska 68510-1514

ON-SITE WASTE WATER SYSTEM
CONSTRUCTION - INSTALLATION PERMIT
No. HS001835

System Type: Lagoon

Situs: 9911 SW 9TH ST, LINCOLN, NE 68512

Issued: 12/3/2019

Expires: 12/3/2020

Description: VANTAGE POINTE ESTATES 1ST ADDITION, BLOCK 2, Lot 1

Owner: STOLZER, PATRICIA R
2229 J ST
LINCOLN, NE 68510

Patricia D. Lopez

Patricia D. Lopez, RN, MSN, Interim Health Director

Dear Applicant:

The above document is your permit to construct a new On-site Waste Water System at the location listed. Please contact this office once the sytem is complete in order to schedule a final inspection before use.

Patricia D. Lopez

Patricia D. Lopez, RN, MSN
Interim Health Director

HAES EXCAVATING INC
9800 BREAGAN RD
LINCOLN, NE 68526

Lincoln-Lancaster County Health Department
Environmental Public Health Division (402) 441-8027
3131 O Street Lincoln, Nebraska 68510-1514

ON-SITE WASTE WATER SYSTEM
CONSTRUCT/ INSTALL EXTENSION PERMIT
No. HS001835

System Type: Lagoon

Situs: 9911 SW 9TH ST, LINCOLN, NE 68512

Issued: 12/4/2020

Expires: 6/3/2021

Description: VANTAGE POINTE ESTATES 1ST ADDITION, BLOCK 2, Lot 1

Owner: STOLZER, PATRICIA R
2229 J ST
LINCOLN, NE 68510

Patricia D. Lopez

Patricia D. Lopez, RN, MSN, Interim Health Director

Dear Applicant:

The above document is your permit to construct a new On-site Waste Water System at the location listed. Please contact this office once the sytem is complete in order to schedule a final inspection before use.

Patricia D. Lopez

Patricia D. Lopez, RN, MSN
Health Director

HAES EXCAVATING INC
9800 BREAGAN RD
LINCOLN, NE 68526

Lincoln-Lancaster County Health Department
Environmental Public Health Division
3140 N Street • Lincoln NE 68510-1514
Phone: 402-441-8643

SCANNED

A

Permit Number HS001835

Onsite Wastewater Treatment System Permit Application

Include Form B and C. Submit correct fee with this Application

☐ Septic System ☒ Lagoon ☐ Other (Refer to Form C)

PLEASE PRINT OR TYPE

A. Onsite System Location

Address* 9911 SW 9th St. (no rural route) City Lincoln, NE Zip NE

Legal Description S 27 T 9 R 6 Vantage Pointe Estates 1st Add 2 1 1/2

1/4 1/4 Section Township Range Subdivison Addition Block Lot

PID 09-27-305-001-000 *Approx. Address (If to be determined)

B. Owner

Name Kyle Stolzer Signature

Address 816 Park Dr. City/State/Zip Hickman NE 68372

Home Phone 402-540-4806 Work Phone 402-540-4806

C. Certified Installer

Name: Haes Excavating Inc. Signature

Address 9800 Breeagan Road City/State/Zip Lincoln, NE 68526

Work Phone 402-499-1166

D. Engineer ☐ **Check and complete if engineer designed system** P.E. License Number:

Designer Name Firm Work Phone

E. This system will serve a

☑ Residential Dwelling Number of Bedrooms 4 as per owner Whirlpool Bathtub? ☐ Yes ☑ No Total Acres .91 (.65)

Garbage Grinder? ☑ Yes ☐ No

☐ Commercial Establishment/Other Facility Specify Design flow in gallons per day

Type of Wastewater ☒ Domestic ☐ Non-Domestic

DO NOT WRITE BELOW THIS LINE

Approval Process

1. Health Department
Site visits
Comments
Date rec'd 12/3/19
Date frwd 12/3/19
ACTION ☒ Approved ☐ Disapproved
Signature

2. Supt. Bldg. Insp. or Village Clerk
Comments
Date rec'd No longer Building
Date frwd 5/6/21 MH
ACTION ☐ Approved ☐ Disapproved
Signature

3. City or County Engineer
Comments
Date rec'd
Date frwd
ACTION ☐ Approved ☐ Disapproved
Signature

*NOTE

Installation Final Written Approval
By PERMIT EXPIRED
Date

contact Pat Stolzer on 11/9/20 - MH

Business Office Use Only
Date Received 6-11-19 Amount Paid $420
Received By JAO Cash/Check No. 9662

Extension: pd $135.00 on 12/04/20 CC 8763 JAO

White - Health Department Yellow - Engineer Pink - Building & Safety

Form A Updated: 4/15

VANTAGE POINTE ESTATES 1st ADDITION
FINAL PLAT

Inst # 2009066065 Mon Dec 21 14:54:03 CST 2009
Filing Fee: $23.50
Lancaster County, NE Assessor/Register of Deeds Office
Pages 1

$23.50

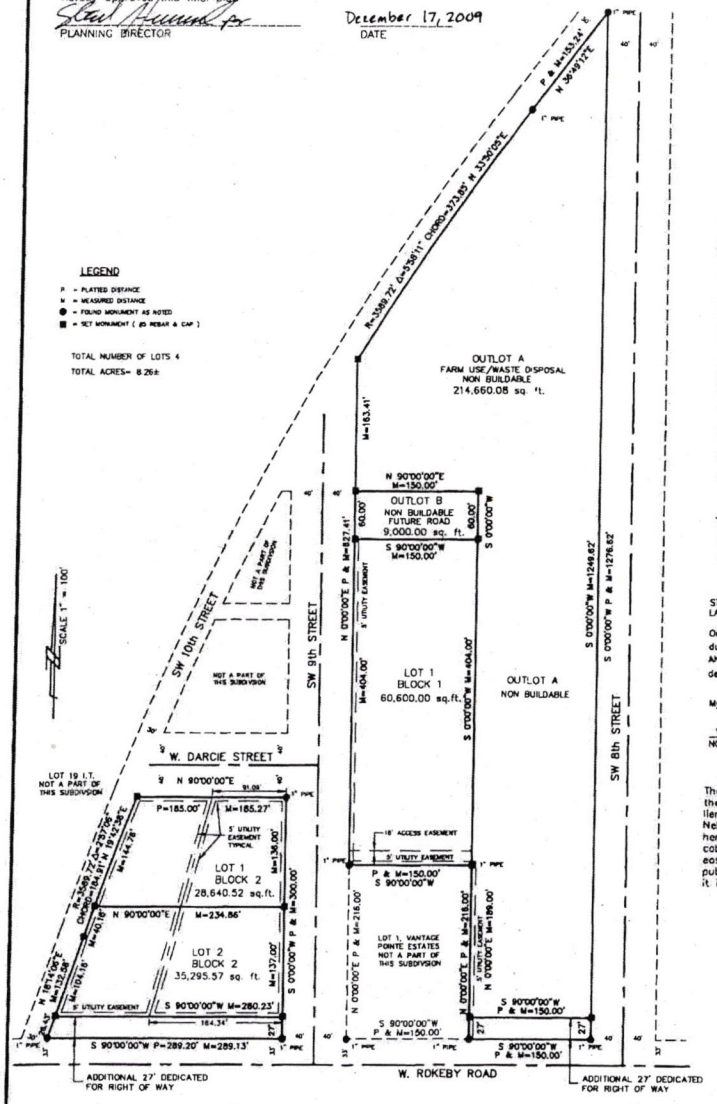
VAPOES1
#4674

PLANNING DIRECTOR'S APPROVAL

The planning director pursuant to Section 26.11.060 of the L.M.C., hereby approves this final plat.

PLANNING DIRECTOR

December 17, 2009
DATE



DEDICATION

The Foregoing plat of VANTAGE POINTE ESTATES 1st ADDITION, in the Southwest Quarter of Section 27, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, and being more fully described by mates and bounds in the Surveyors Certificate.
This Dedication is made with free consent and in accordance with the desires of the under signed, sole owners and the easements shown thereon are hereby granted in perpetuity to the City of Lincoln, Nebraska, a municipal corporation, Lincoln Electric System, Windstream Nebraska, Inc., Time Warner Entertainment-Advance/Newhouse, Black Hills Energy, their successors and assigns to allow entry for the purpose of construction, reconstruction, replacement, repairs, operation and maintenance of wires, cables, conduits, fixtures, poles, towers, pipes and equipment for distribution of electric power and gas; telephone, cable television, wastewater collectors; storm drains; water mains, and all appurtenances thereto, over, upon, or under the easement as shown on the foregoing plat.

The construction or location of any building or structure, excluding fences over, upon or under any easement shown thereon shall be prohibited. The City of Lincoln, its successors and assigns are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon or under any easement shown thereon. Any relocation of existing facilities will be at the owner/developers expense.

Any construction or grade changes in Lincoln Electric System transmission line easement corridors are subject to Lincoln Electric System approval and must be in accordance with Lincoln Electric System design and safety standards.

Direct vehicular access to W. Rokeby Road is hereby relinquished.

The streets shown thereon are hereby dedicated to the Public.

Only one residential access per lot is permitted.

WITNESS my hand this 10 day of December 2009.

DAN KUBR
VANTAGE POINTE HOMES, INC.
A NEBRASKA CORPORATION

ANNE C. KUBR

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
LANCASTER COUNTY

On this 10 day of December 2009, before me the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came to me DAN KUBR and ANNE C. KUBR, husband and wife, known to be the identical persons whose names are fixed to the dedication to the foregoing plat and they acknowledge the same to be their voluntary act and deed.

My Commission Expires the _____ day of _____

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
CHARLENE IDEUS
My Comm. Exp. Aug. 29, 2010

LIEN HOLDER CONSENT

The undersigned, holder of that certain lien against the real property described in the plat known as VANTAGE POINTE ESTATES 1st ADDITION (hereinafter "Plat"), said lien being recorded in the Office of the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 2000-25044 & 2000-56668 (hereinafter "Lien"), does hereby consent to the dedication of the Lien to any utility (sewer water, electric, cable TV, telephone, natural gas) easements, or streets, or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the lien and has not assigned the Lien to any other person.

FIRST STATE BANK
By: Timothy D. Kalkowski
Title: VP

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me this 10 day of December, 2009, by Timothy D Kalkowski of FIRST STATE BANK.

Notary Public

GENERAL NOTARY - State of Nebraska
CHARLENE IDEUS
My Comm. Exp. Aug. 29, 2010

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED THE FOREGOING PLAT, TO BE KNOWN AS VANTAGE POINTE ESTATES 1st ADDITION, A SUBDIVISION OF OUTLOT "A" VANTAGE POINTE ESTATES AND LOT 18 IRREGULAR TRACT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK 1 AND OUTLOTS "A" and "B"
BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT "A", VANTAGE POINTE ESTATES; THENCE WESTERLY ON THE SOUTH LINE OF OUTLOT "A", ON AN ASSIGNED BEARING OF S 90°00'00"W, A DISTANCE OF 150.00', TO THE SOUTHEAST CORNER OF LOT 1 VANTAGE POINTE ESTATES; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 1, N 0°00'00"E 216.00', TO THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 1, S 90°00'00"W 150.00', TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT "A", N 0°00'00"E 627.41', TO THE NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 3589.72' AND A CENTRAL ANGLE OF 5°58'11"; THENCE ON THE NORTH LINE OF SAID OUTLOT "A" FOR THE NEXT TWO COURSES, ON SAID CURVE WITH THE CHORD BEARING N 33°50'05"E 373.85', TO THE POINT OF TANGENCY; THENCE NORTHEASTERLY ON SAID TANGENT, N 36°49'12"E 153.24', TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE SOUTHERLY ON THE EAST LINE OF SAID OUTLOT "A", S 0°00'00"W 1276.62', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 6.62 ACRES, MORE OR LESS.

BLOCK 2
BEGINNING AT THE SOUTHEAST CORNER OF LOT 18 IRREGULAR TRACT; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 18, ON AN ASSIGNED BEARING OF S 90°00'00"W, A DISTANCE OF 289.13', TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTHEASTERLY ON THE WEST LINE OF SAID LOT 18 FOR THE NEXT TWO COURSES, N 18°14'06"E 132.58', TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 3589.72' AND A CENTRAL ANGLE OF 2°57'06"; THENCE ON SAID CURVE WITH THE CHORD BEARING N 19°42'38"E 184.91', TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EASTERLY ON THE NORTH LINE OF SID LOT 18, N 90°00'00"E 185.27', TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 18, S 0°00'00"W 300.00', TO THE POINT OF BEGINNING, SAID TRACT CONTAINING AN AREA OF 1.64 ACRES, MORE OR LESS.

PERMANENT MONUMENTS HAVE BEEN FOUND OR SET AT ALL BOUNDARY CORNERS, LOT CORNERS, STREET INTERSECTIONS, BLOCK CORNERS, POINTS OF TANGENCY AND CURVATURE AS SHOWN ON THIS FINAL PLAT IN ACCORDANCE WITH TITLE 26 OF THE LINCOLN MUNICIPAL CODE. ALL DIMENSIONS ARE CORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT.

SIGNED THIS 10th DAY OF December 2009.

BILLY JOE KERR, LS #483
K & M LAND SURVEYING INC.
6811 SOUTHFORK CIRCLE
LINCOLN, NEBRASKA

NEBRASKA REGISTERED LS-483 LAND SURVEYOR BILLY JOE KERR

Inst # 2009066066 Mon Dec 21 14:55:35 CST 2009
Filing Fee: $22.00
Lancaster County, NE Assessor/Register of Deeds cpotsc Office EASE
Pages 4

$22.00

VAPOES1

NONEXCLUSIVE PRIVATE SEWER AND LAGOON EASEMENT AGREEMENT

Vantage Pointe Homes, Inc., a Nebraska corporation ("Grantor") record owner of the Easement Premises hereinafter described, for and in consideration of the sum of Ten Dollars ($10) and other good and valuable consideration, the receipt whereof is duly acknowledged, does hereby create, establish and grant to **Vantage Pointe Homes, Inc.,** a Nebraska corporation ("Grantee"), the owner of Lot 1, Block 2, Vantage Pointe Estates 1st Addition, Lancaster County, Nebraska ("Benefited Property"), for the benefit of the Benefited Property, the following:

The nonexclusive right, privilege and easement to construct, reconstruct, maintain, inspect, operate and replace a private underground sewer line, and all other underground and above ground appurtenances thereto belonging, on, under, across, above and through the following described real property:

> THE WEST 10' OF LOT 1, BLOCK 1 AND OUTLOT "B", VANTAGE POINT ESTATES 1ST ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA; and

the nonexclusive right privilege and easement to construct, reconstruct, maintain, inspect, operate and replace a lagoon system and private underground sewer line, and all other underground and above ground appurtenances thereto belonging, on, under, across, above and through the following described real property:

> THAT PART OF OUTLOT "A", VANTAGE POINT ESTATES 1ST ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "B", VANTAGE POINT ESTATES 1ST ADDITION; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT "A", N 0°00'00"E 163.41', TO THE NORTHWEST CORNER OF OUTLOT "A", SAID POINT BEING ON A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 3589.72' AND A CHORD OF 42.77'; THENCE NORTHERLY ON SAID CURVE WITH A CHORD OF N 31°11'30"E 42,77'; THENCE EASERLY, N 90°00'00"E 277.85', TO A POINT ON THE EAST LINE OF SAID OUTLOT "A"; THENCE SOUTHERLY ON SAID EAST LINE, S 0°00'00"W 200.00'; THENCE WESTERLY, S 90°00'00"W 300.00', TO THE POINT OF BEGINNING

Vantage

(collectively the "Easement Premises").

TO HAVE AND TO HOLD UNTO THE GRANTEE, its successors and assigns, so long as such lagoon system and private sewer line, and their appurtenances, shall be maintained, together with the right of ingress and egress to the Easement Premises for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said lagoon system and private sewer line, and their appurtenances located thereon, in whole or in part, at the will of Grantee.

Grantee shall have the right of reasonable ingress and egress to and from the Easement Premises from public roads and streets and from adjacent properties for its employees, contractors, vehicles and equipment, and shall have the right to remove, trim, and clear away any trees, rocks, shrubs, roots, limbs or other surface or subsurface materials which now or at any future time are located on, overhang, or extend onto the Easement Premises and which interfere with or jeopardize the activities or structures authorized to be conducted or installed by the terms of this easement.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose that is not inconsistent with the rights and easements granted herein.

Grantee represents and warrants to Grantor that Grantee, its agents, employees, contractors and invitees will not handle, transport, store, treat or use Hazardous Material on the Benefited Property that would have the potential to enter into the lagoon system located on the Easement Premises. "Hazardous Material" as that term is used in this paragraph means any substance, material or waste which is reasonably considered by Landlord to pose an actual or potential threat to health or safety or which is or at any time hereafter becomes regulated as "hazardous," "toxic" or any other similar designation by any local, state, or federal government authority. Such term includes, without limitation (i) asbestos, (ii) any petroleum products, (iii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iv) any material, substance or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or (v) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.). Grantee agrees to indemnify, defend and hold harmless Grantor, and any director, officer, employee or agent of Grantor from and against any and all loss, cost, damage and expense, including, but not limited to fees of site investigators, attorneys, engineers and other consultants, that arise as a result of (a) the presence or suspected presence at any time of any Hazardous Material in or on the Easement Premises resulting from the use of the lagoon system on the Easement Premises by Grantee, its agents, employees, contractors or invitees, or (b) the inaccuracy or breach of Grantee's representations and warranties set forth in this paragraph.

Immediately following completion of any construction by Grantee in the Easement Premises, Grantee will cause to be removed from the Easement Premises all debris, all surplus material and all construction equipment and restore the Easement Premises to a neat and

presentable condition to the extent practical. Surplus excavated earth will be mounded neatly over the trench, or used for filling and leveling on the Easement Premises, or hauled away at the option of the Grantee. Grantee shall reseed all grass areas in the Easement Premises where such grass is disturbed by the activities of Grantee.

Within six months of the date pubic sanitary sewer is extended to the Benefited Property, Grantee agrees to (i) abandon and remove the lagoon system and any appurtenances located on the Easement Premises serving the Benefited Property in accordance with Nebraska Department of Environmental Quality ("NDEQ") guidelines; (ii) abandon any private sanitary sewer line and any appurtenances located on the Easement Premises serving the Benefited Property in accordance with Nebraska Department of Environmental Quality ("NDEQ") guidelines; (iii) provide Grantor evidence that such abandonment and removal has been completed in accordance with the NDEQ guidelines, and (iv) connect the Benefited Property to the available public sanitary sewer line.

The easements granted herein shall automatically terminate six months after the date public sanitary sewer is extended to the Benefited Property.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of December, 2009.

"GRANTOR"

VANTAGE POINTE HOMES, INC., a Nebraska corporation

By: Dan Kubr

Dan Kubr, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of December, 2009 by Dan Kubr, President of **Vantage Pointe Homes, Inc.**, a Nebraska corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
DANAY KALKOWSKI
My Comm. Exp. May 18, 2010

Danay Kalkowski

Notary Public

"GRANTEE"

VANTAGE POINTE HOMES, INC., a Nebraska corporation

By: _____
Dan Kubr, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of December, 2009 by Dan Kubr, President of **Vantage Pointe Homes, Inc.**, a Nebraska corporation, on behalf of the corporation.

_____
Notary Public

GENERAL NOTARY-State of Nebraska
DANAY KALKOWSKI
My Comm. Exp. May 18, 2010