

**TELEPHONE & CABLE TV AGREEMENT  
COUNTY OF BUFFALO - STATE OF NEBRASKA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Buffalo, State of Nebraska, herein called the "County", and \_\_\_\_\_ of \_\_\_\_\_, hereafter called the "Grantee", which expression includes his, her, or their heirs, executors, administrators, agents, or assigns where the context so requires or admits, witnesseth:

WHEREAS, the Grantee is preparing to construct certain utility poles within said County of Buffalo, for the transmission of \_\_\_\_\_ within said County and desires to construct a portion of said utility pole upon and along the right-of-way of certain public roads within said County:

NOW THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) to the County, paid by the Grantee, the receipt of which is hereby acknowledged, the County hereby grants to the Grantee the right, under the supervision and direction of the County Highway Superintendent, to construct and maintain said \_\_\_\_\_ line upon, along, under the public highways of said County situated and described as follows: to-wit:

(Please give legal description/driving directions)

And, particularly, if said \_\_\_\_\_ line shall be constructed or maintained or pass along a public road or bridge, that said construction of any such line passing along a public road or bridge, that said construction of any such line passing along any road in said County shall be maintained at a safe distance from roadway shoulder line (Lateral Obstacle Clearance) according to the Highway Superintendent's specifications. After said construction, approval must be obtained from the County Highway Superintendent, his Assistant, or the County Road Foreman, also that any expenses incurred in such construction or maintenance shall be borne by the Grantee.

It is further understood and agreed that said Grantee agrees to replace the surface of the roadways, which were disturbed in construction, or maintenance of said utility pole and to leave said roadway in as good a condition as existed immediately prior to the installation or maintenance of said utility pole. Approval of the road to be given after the construction and/or maintenance of the utility poles by County Highway Superintendent, his Assistant or County Road Foreman.

The Grantee hereby covenants and agrees to hold himself liable for all or any liability, injury, loss, damage and expense suffered by any and all persons and or property during the period of construction and or maintenance and up to the time that the approval of the roadway is given by either the County Highway Superintendent, his Assistant or County Road Foreman.

Grantee also agrees to move or relocate said utility pole upon proper notification by county at time of road construction and/or maintenance thereof, and Grantee shall agree to pay all expenses of moving or relocating said utility poles.

IN WITNESS WHEREOF, this Agreement is executed in duplicate the day and year first herein set forth.

ATTEST:

COUNTY OF BUFFALO, STATE OF NEBRASKA

\_\_\_\_\_

BY: \_\_\_\_\_  
(Highway Superintendent or Assistant)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(Grantee)

BY: \_\_\_\_\_

FINAL APPROVAL AND INSPECTION OF ROADWAY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

