

AGREEMENT
(electricity, gas, water lines)

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 (address) _____ 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 _____ inch _____ pipe lines within said County and desires to construct a portion of said pipe lines upon and along the right-of-way 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 under a public road or bridge, that said construction or any such line passing under or along any road in said County shall be buried at a depth of **five (5) feet and any plastic line shall be accompanied by a metal locating wire** and any other specifications of the County Highway Superintendent. Lines shall not rise within said right-of-way and let it also be understood that all said lines shall be marked with a permanent marker and that no trench will be covered or buried until approved either by 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 pipe lines, and to leave said roadway in a good condition as existed immediately prior to the installation or maintenance of said pipe line. Approval of the road to be given after the construction and/or maintenance of the pipe lines 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 or 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 pipe line upon proper notice by County at time of road construction and/or maintenance thereof, and Grantee shall agree to pay all expenses of moving or relocating said pipe line.

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: _____