

COUNTY ROAD RIGHT-OF-WAY USER
AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the County of Harlan, Nebraska, herein referred to as "County" and _____, herein referred to as "Grantee" or "Owner", witnesseth:

WHEREAS, Grantee and/or Owner is in the process of constructing _____

_____ in, on or along county road right-of-way on the _____ side of _____ of Section _____, Township _____ North Range _____, West of the 6th P.M., Harlan County, Nebraska.

(If space is inadequate to describe the location, then attach a description and state "as located in the description attached hereto".)

WHEREAS, the terms of such use by Grantee and/or Owner must be set forth in writing.

NOW, THEREFORE, the County of Harlan, Nebraska, does hereby grant unto said _____
_____ an easement for the installation, construction, operation, maintenance, repair and replacement of _____

along, over and under that portion of the county road right-of-way located as described above, together with right of ingress and egress necessary for such use upon the following terms and conditions:

1. The use of said county road right-of-way located as aforesaid shall be continuous so long as the said system shall be maintained by Grantee and/or Owner.

2. A. Grantee and/or Owner shall bury the _____
_____ no less than 4 (four) feet
(inches) below the surface of the right-of-way as set forth in the construction drawings attached hereto; or,

B. Grantee and/or Owner shall establish and maintain said

along said county road right-of-way as set forth in the construction drawings attached hereto.

3. Grantee and/or Owner shall furnish County with construction drawings which show the approximate location of the installation to be constructed by it under this agreement which drawings shall be incorporated and made a part hereof by reference.

4. Grantee and/or Owner shall fill and pack any excavation work incident to the construction of said installation in such manner as to prevent washing and to maintain the same at all times in such manner as to avoid holes or excavations that may interfere with the use of said roadbed and the county's maintenance thereof.

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5. Grantee and/or Owner assumes full responsibility for the completion and continuous maintenance of said project in a workmanlike manner and to save the County harmless from any and all claims for damages or injuries caused by or resulting from such installation and usage and the continuous maintenance thereof.

6. If an emergency should arise requiring immediate attention, County shall provide as much notice as practicable to Grantee and/or Owner before commencing any work in the described county road right-of-way. In all other situations, County shall notify Grantee and/or Owner at least ten (10) days in advance of any proposed work on the right-of-way, and the parties shall jointly arrange for a cable-locate and otherwise make arrangements for the protection of Grantee's and/or Owner's facilities located along, over, or under the right-of-way prior to commencement of any work by County or its agents or contractors.

Grantee and/or Owner hereby agrees to indemnify and hold harmless County from and against any and all liabilities, claims, demands, costs and expenses of every kind, including attorneys' fees, arising from the installation, construction, operation, maintenance, repair or replacement of Grantee's and/or Owner's facilities under this agreement, except to the extent that any claim, loss, or cause of action is caused by the sale and direct negligence of County. In no event shall County be liable to Grantee and/or Owner for any special, incidental, indirect, or consequential losses, costs, damages, or expenses arising out of damage to or destruction of Grantee's and/or Owner's facilities.

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7. The County will endeavor to give the Grantee and/or Owner sufficient notice of any proposed construction or maintenance work that is likely to affect the use of the property installed under this agreement so that Grantee and/or Owner can arrange to protect the service and avoid damage.

8. If the installation of said property involves excavation, Grantee and/or Owner shall, if the excavation exceeds 12 (twelve) inches in width, mechanically compact the fill with air tamping and restore the surface to its original condition.

9. If the property to be installed is to be placed under permanent paved surfaces such property shall be placed in pipe casing or installed by boring.

10. Grantee and/or Owner, during the period of construction, shall not unduly hinder the flow of traffic on said county road right-of-way.

11. _____

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- IN WITNESS WHEREOF we have hereunto set our hands
this _____ day of _____ 20__.

Company Name

THE COUNTY OF HARLAN BY ITS
BOARD OF COUNTY SUPERVISORS

BY: _____

BY: _____

TITLE: _____

ADDRESS: _____

PHONE: (____) _____

GRANTEE

(If Grantee is now also the
Owner then Owner must sign also)

Attest:

Company Name

County Clerk

BY: _____

Owner