

**AGREEMENT/ELECTRIC**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **County** of Merrick, State of Nebraska, hereinafter called the **County**, and \_\_\_\_\_ hereinafter called **PROPERTY OWNER**;

**WHEREAS**, the **PROPERTY OWNER** desires to construct an **Electric Line** on and under the **County** Road between Section \_\_\_\_\_ and Section \_\_\_\_\_, of Township \_\_\_\_\_, Range \_\_\_\_\_, Merrick County Nebraska, for the transmission of **Electric Line** and seeks permission from the **County** to cross its roadway, and

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$10.00) paid to the County by said **Property Owner**, the receipt of which is hereby acknowledged, the **County** does hereby grant to said Property **Owner**, their heirs and assigns, the right to construct, install, maintain and operate an **Electric Line** for the transmission of **Electric Line** on and under the public highway and right-of-way, approximately \_\_\_\_\_ feet \_\_\_\_\_ of the \_\_\_\_\_ Corner of said Section \_\_\_\_\_, upon the following conditions, to wit:

\_\_\_\_\_ **PROJECT LENGTH**                      \_\_\_\_\_ **CROSSING R.O.W.**

**PURPOSE FOR PERMIT :** \_\_\_\_\_

- A. Property Owner** agrees to bury all **Electric Line** at least \_\_\_\_\_ inches below the surfaces of the roadway;
- B. Property Owner** agrees to replace the surfaces of said roadway and leave the same in as good a condition as existed immediately prior to the installation of said **Electric Line**;
- C. Property Owner** agrees to exercise due care and diligence to avoid injury or damage to the property or others;
- D. Property Owner** agrees that they will protect, save and hold harmless and indemnify the County from any and against all liability, loss, damage and expense suffered by or imposed on the County by reason of the construction, installation and maintenance of said **Electric Line**;
- E. Property Owner** agrees to so construct said **Electric Line** that it will not interfere with the drainage in natural or constructed water courses;
- F. Property Owner** agrees that should the **County** desire to relocate or improve said roadway, that said Property Owner will cause said **Electric Lines** to be relocated at his expense.

It is further understood and agreed by the parties hereto that should said **Electric Line** be abandoned by the Property Owner for a period of two years, the right-of-way or easement hereby secured shall then cease and terminate and the Property Owner agrees to promptly remove said **Electric Line** and replace the roadway in as good a condition as it was immediately prior to said removal.

**IN WITNESS WHEREOF**, this agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ County of Merrick, State of Nebraska

By \_\_\_\_\_  
Chairman, County Board

\_\_\_\_\_  
Property Owners Name

\_\_\_\_\_  
Property Owners Signature

\_\_\_\_\_  
Property Owner Address