

**FEE: \$50.00**

**MERRICK COUNTY**  
**CRUDE OIL\HYDRO-CARBONS AGREEMENT**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Merrick, State of Nebraska, herein called the County of Merrick and \_\_\_\_\_, herein called the "Grantee" which expression includes his, her, or their heirs, executors, administrators or agents,

WHEREAS, the Grantee is preparing to construct a certain driveway entrance within said County of Merrick, for ingress and egress Crude Oil\Hydro-Carbons within said County and desires to construct a portion of said driveway entrance upon and along the right-of-way of certain public roads within said County,

NOW THEREFORE, in consideration of the mutual promises and agreements herein, the County hereby grants to the Grantee the right, under the supervision and direction of the County Highway Superintendent or Assistant, to construct and maintain said Crude Oil\Hydro Carbons from County Road right-of-way and County Road \_\_\_\_\_ to Grantees property located as

**Quarter** \_\_\_\_\_ **Section** \_\_\_\_\_, **Township** \_\_\_\_\_, **Range** \_\_\_\_\_,

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

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

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It is further understood and agreed that said Grantee will contact "Diggers Hotline" prior to any construction activities and agrees to replace the surface of the roadways which were disturbed in construction of said Crude Oil\Hydro Carbons, and to leave said roadway in as good a condition as existed immediately prior to the installation of said driveway entrance. Appropriate construction signing shall be utilized during the construction of said Crude Oil\Hydro Carbons to warn the motoring public of construction activities. Grantee is responsible for all expenses incurred for the construction and future maintenance of said Crude Oil\Hydro Carbons. Final approval of the road to be given by the Merrick County Highway Superintendent after the Construction of the Crude Oil\Hydro-Carbons.

The Grantee agrees to indemnify and hold harmless, protect and defend the County and its elected and appointed offices, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgements, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with this agreement.

**Grantee Contract Information**

\_\_\_\_\_  
NAME E-MAIL ADDRESS

\_\_\_\_\_  
ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
HOME PHONE CELL PHONE

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**FOR PERSONNEL USE ONLY**

**NOTES**

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\_\_\_\_\_  
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COUNTY OF MERRICK, STATE OF NEBRASKA

By: \_\_\_\_\_  
Grantee Signature

By: \_\_\_\_\_  
Highway Superintendent

**FINAL APPROVAL AND INSPECTION CRUDE OIL\HYDRO CARBONS PIPE LINE**

By: \_\_\_\_\_ Date: \_\_\_\_\_