

FEE: \$50.00

MERRICK COUNTY
OBSERVATION WELL 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 Observation Well within said County of Merrick, for ingress and egress Observation Well within said County and desires to construct a portion of said Observation Well 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 Observation Well from County Road right-of-way and County Road _____ to Grantees property located as follows:

Quarter _____ **Section** _____, **Township** _____, **Range** _____,

PROJECT LENGTH: _____ **CROSSING R.O.W.** _____

PURPOSE FOR PERMIT: _____

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 Observation Well, and to leave said roadway in as good a condition as existed immediately prior to the installation of said Observation Well. Appropriate construction signing shall be utilized during the construction of said Observation Well to warn the motoring public of construction activities. Grantee is responsible for all expenses incurred for the construction and future maintenance of said Observation Well. Final approval of the road to be given by the Merrick County Highway Superintendent after the Construction of the Observation Well.

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

FOR PERSONNEL USE ONLY

NOTES

COUNTY OF MERRICK, STATE OF NEBRASKA

By: _____
Grantee Signature

By: _____
Highway Superintendent

FINAL APPROVAL AND INSPECTION OF OBSERVATION WELL

By: _____ Date: _____