

**PERMIT TO OCCUPY COUNTY ROAD RIGHT-OF-WAY
IN LINCOLN COUNTY, NEBRASKA**

This agreement is made and entered into this _____ day of _____, 20 _____, by and between the County of Lincoln (herein referred to as the County and _____ (herein referred to as the Company) and in consideration of the attached \$25.00 permit application fee.

WHEREAS, the Company is granted the right to operate and maintain communication facilities set forth in writing along, upon, cross, and under public roads of this State pursuant to Nebraska Revised Statute Section 86-301, 1943 Revised.

NOW THEREFORE

- 1.) The Company shall furnish the County with construction drawings which show the approximate location of the said _____ to be constructed by it under this agreement, said drawings shall be incorporated and made a part hereof by reference.
- 2.) The Company shall establish and maintain said cable along said public road and public right-of-way as set forth in the construction drawings attached hereto.
- 3.) The Company shall bury said _____ not less that 42" below the surface of the public road and public road right-of-way as set forth in the construction drawings attached hereto.

The Company shall bury indicator tape of a warning color at a depth of 12" to 24" deep and above the location of said _____ at the time of construction across the surface of the public road and public right-of-way.

Waterlines will be required to be incased in a minimum of Schedule 40 PVC pipe, in order to protect the road surface.

- 4.) The Company shall fill and pack any excavation work, incident to the construction of said _____, in such manner as to prevent washing and to maintain the same at all times in such a manner as to avoid holes, or excavations that may interfere with the use of said roadbed and the County's maintenance thereof.
- 5.) The Company 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.) The Company, as owner of the _____ installed under this agreement, shall hold the County harmless from any damage to such installation by County construction or maintenance operations: Provided the County complies with all notice provisions of Nebraska Revised Statutes and this agreement to the Company.
- 7.) The County will give the Company 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 the Company can arrange to protect the service and avoid damage.

- 8.) If the installation of said property involves excavation, the Company shall mechanically compact the fill and restore the surface to its original condition, including replacement of asphaltic concrete and gravel. Horizontal boring should be considered at all road crossings.
- 9.) The Company, during the period of construction, shall not unduly hinder the flow of traffic on said County road right-of-way, and shall be responsible for appropriate warning signs as stated in the MUTCD.
- 10.) The Company shall abide by the latest publication of "Policy for Accommodating Utilities on State Highway Right-of-Way", as published by the Nebraska Department of Roads, in any areas not specifically addressed by this agreement.
- 11.) Upon completion of the proposed installation, "as built" drawings, showing the location of the installation with reference to some fixed feature will be supplied to the County showing the location of the installed _____.
- 12.) Upon completion of the project a minimum of a 3" x 6' post shall be installed. When the utility runs across the road the post will be placed on the Right-of-Way line and on each side of the road above the utility. When the utility runs down the road the post will be placed on the Right-of-Way line on only 1 side of the road and posts must be visible from one post to the next, from the beginning of the utility to the end. All posts will be colored accordingly and will be maintained by the owner of the utility.

13.) UPON COMPLETION OF THE PROJECT, THE COMPANY SHALL NOTIFY LINCOLN COUNTY DEPARTMENT OF ROADS AT 308-534-4008. THIS PERMIT IS ONLY GOOD FOR 30 DAYS FROM DATE OF APPROVAL, AFTER 30 DAYS A NEW PERMIT WILL BE REQUIRED. Completion Date _____.

PLEASE PROVIDE A MAP OF THE AREA TO BE OCCUPIED ALONG WITH THE LEGAL DESCRIPTION. _____SECTION _____TOWNSHIP _____RANGE

COLOR CODING FOR MARKING UTILITY LINES

- 1.) Red – Electric
- 2.) Yellow – Gas-Oil-Steam
- 3.) Orange – Communication
- 4.) Blue – Water
- 5.) Green – Sewer

PLACARDS AND POSTS WILL BE SUPPLIED FOR MARKING WATER, GAS AND ELECTRIC.

_____ **MARKED**
For county use only

_____ **NOT MARKED**
For county use only

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

(County of Lincoln
(State of Nebraska

County of Lincoln, Nebraska

Chairman

ATTEST: _____
Lincoln County Clerk

Company Name

By: _____
Authorized Representative

RETURN TO: _____
NAME

ADDRESS

CITY ST ZIP

TELEPHONE NUMBER