

AGREEMENT\OBSERVATION WELL

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 **Observation Well** on and under the **County** Road between Section _____ and Section _____, of Township _____, Range _____, Merrick County Nebraska, for the transmission of **Observation Well** and seeks permission from the **County** to cross its roadway, and the **County** does hereby grant to said **Property Owner**, their heirs and assigns, the right to construct, install, maintain and operate an **Observation Well** for the transmission of **Observation Well** on and under the public highway and right-a-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 **Observation Well** 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 **Observation Well**;
- 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 **Observation Well**;
- E. Property Owner** agrees to so construct said **Observation Well** 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 **Observation Wells** to be relocated at his expense.

It is further understood and agreed by the parties hereto that should said **Observation Well** 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 **Observation Well** 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 _____ Highway Superintendent

_____ Property Owners Name

_____ Property Owners Signature

_____ Property Owner Address