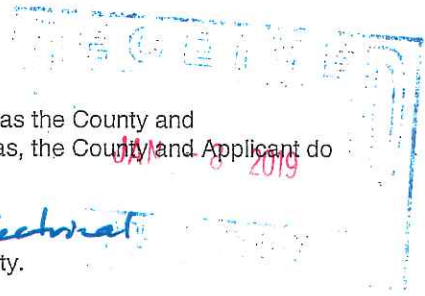


Depends Item # 21a  
Date 1-30-2019

**DODGE COUNTY UTILITY INSTALLATION AGREEMENT**  
Private Corporation or Owner



WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and Raschreck Drilling Co., hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, The Applicant shall be permitted to install a 3" PVC conduit for electrical under, through, or aerial, the Public Right-of-Way of Dodge County.
2. THAT, the County and Townships are the owners and responsible for the Public Right-of-Way in the County and Applicant desires to install a Utility on Public Right-of-Way.
3. THAT, in consideration of this agreement, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between Catterall, North Bend (Description of Property or Sections) in SE 1/4 of NE 1/4 sec 1, 17 N, SE SW 1/4 of NW 1/4 sec 6, 17 N, 6 E Township, Dodge County, Nebraska.
4. THAT, the permit on the part of Dodge County is revocable at the will of the County, and Applicant agrees that upon written notice from the County Board of Supervisors, he will immediately and forthwith remove said Utility and any and all pipes or other material contained or used in connection with said Utility and return the roadway occupied by said Utility to substantially it's original condition as before installation of said Utility.
5. THAT, the Appicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel windrow to the opposite side of road so as not to lose any gravel in the open trench.
6. THAT, all backfill in the Public Right-of-Way proper shall be made with material excavated from the crossing or with material equivalent thereto in texture. Material shall be placed in six inch lifts for the full depth of the trench and compacted by tamping to the original cross section. All utilities placed in areas susceptible to erosion shall place adequate protection against erosion. This protection may include bale checks, silt fence and erosion blankets. All vegetation destroyed shall be replaced. Disturbed areas will be reseeded with native grasses and a starter fertilizer. The minimum depth of earth cover over the utility line shall be 3 feet. Installation of underground utility lines under the traveled portion of an existing county road way must be encased in a plastic or steel conduit. The casing shall be bored from the toe of the shoulder slope to the toe of the opposite shoulder slope. The utility shall be placed at a minimum depth of 3 feet below the bottom elevation of the parallel road ditch. Applicant and his contractor or subcontractors are responsible for temporary traffic control on Dodge County Right-of-Way based on the standards and guidelines found in Part 6 of the 2009 Edition of the Manual on Uniform Traffic Control Devides (MUTCD) to insure a safe work zone for the workers and the public. Applicant will provide all necessary signs, barricades, cones, flaggers and message boards.
7. THAT, the Appicant shall obtain approval of all County road restoration from the County Highway Superintendent or Township Official prior to leaving the site(s).
8. THAT, all backfilled area(s) disturbed by excavation and backfill operations shall be graded, hand dressed as required to restore the terrain to it's original shape, grade, and cross section, and regraded or rerocked at a rateof 150 tons per mile as directed by the County Highway Superintendent or Township Official.
9. THAT, the Applicant shall as directed by the County Highway Superintendent or Township Official remove at the Appicant's expense from the Public Right-of-Way all temporary structures, and waste materials resulting from their operations.
10. THAT, the Applicant shall file a scaled set of plans, showing the Utility route, depth, and distance from the section line with the Dodge County Highway Superintendent.
11. THAT, the Applicant shall when installing an aerial Utility, shall install such Utility one foot inside the Public Right-of-Way and at a minimum height of 18 feet above the traveled way.
12. THAT, the future maintenance of said Utility and reinstallation or reconstruction of same for any purpose whatsoever shall be borne by Applicant.
13. THAT, Applicant does hereby agree to hold the County or any of it's Officers, Agents, or Employees forever harmless of all liabilities due to improper installation, construction, and maintenance of said Utility.
14. THAT, the Applicant shall submit a check in the amount of 10% of the total Utility Installation made payable to the Dodge County Highway Department and shall become the property of said department if any of the above mentioned agreements are violated by the Applicant. The check will be returned 60 days after project completion.
15. THAT, the Applicant shall submit an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.
16. THAT, any pipeline carrying sewage or feedlot run off must have a Bond or Certificate of Insurance in at least the amount of \$1,000,000.00 to be renewed each year or if the property is sold, the new owner must comply with all requirements.
17. THAT, a permit fee of \$50.00 shall be paid to Dodge County by the Applicant.
18. THAT, this permit is valid for 6 months from date of issuance or reapplication and fee is required to renew.

IN WITNESS WHEREOF, the parties aforesaid have here to set their hand this 8 day of January, 2019

[Signature]  
Signature of Applicant

[Signature]  
Dodge County Highway Superintendent

20656 649 Ave.  
Address of Applicant  
Falls City, NE 68355

Jan 30, 2019  
Date Filed with Dodge County Board of Supervisors



Client#: 87352

RIESC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

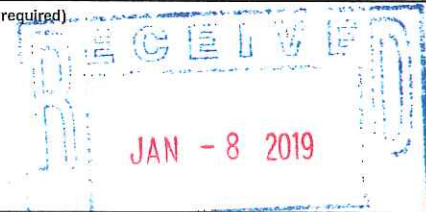
PRODUCER: INSPRO Insurance, Inc. 12702 Westport Parkway, Suite #301 LaVista, NE 68138 402 333-5700
CONTACT NAME: Kimberly Wirth
PHONE (A/C, No, Ext): 402-333-5700 FAX (A/C, No): 402-333-0633
E-MAIL ADDRESS: kwirth@insproins.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Employers Mutual Insurance NAIC #: 21415

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

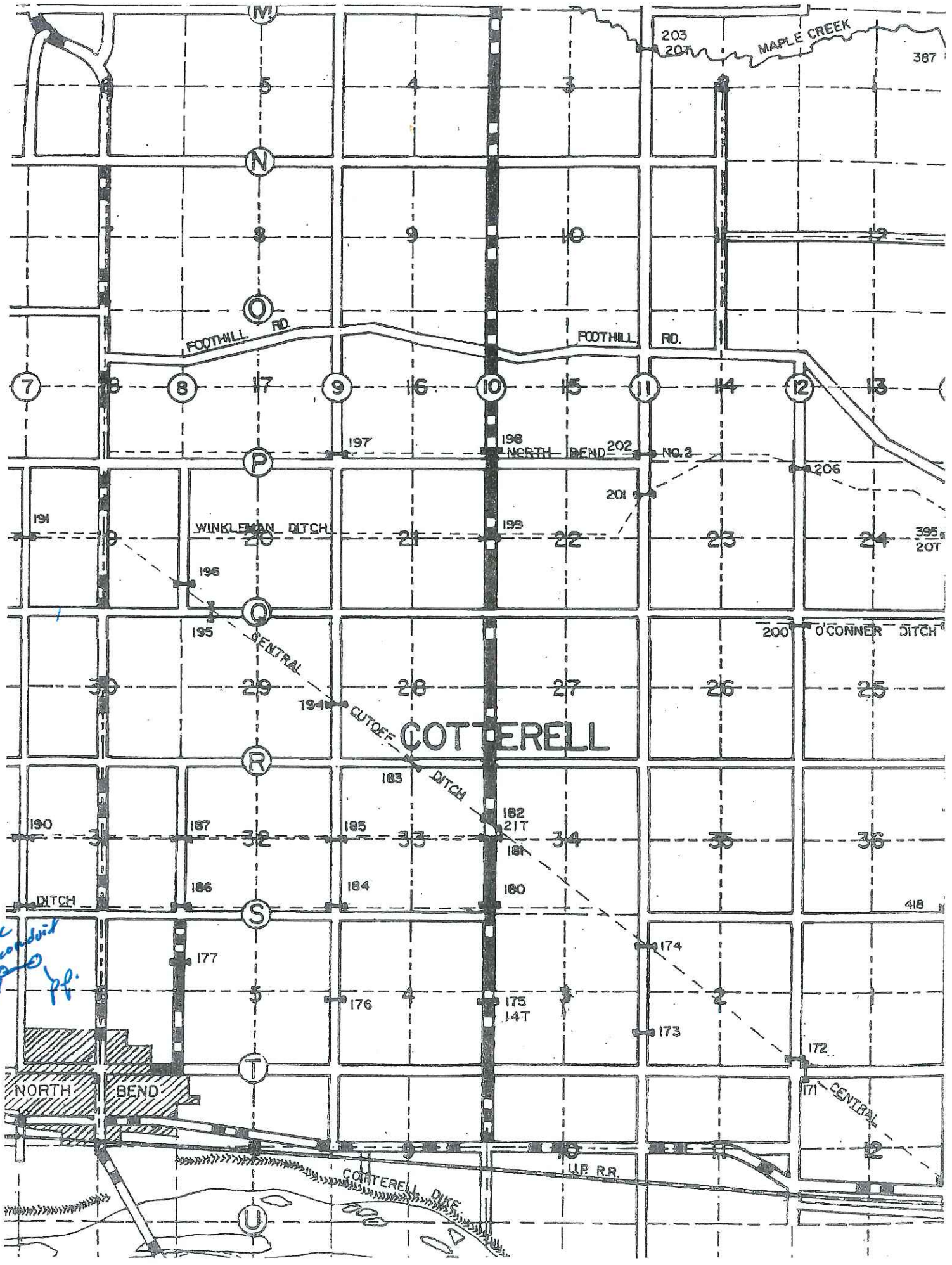
Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



CERTIFICATE HOLDER: Dodge County Department of Roads
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Jeffrey A. Jorgensen





-130'  
 3" PVC  
 elec. conduit  
 new well  
 pp.

COTTERELL

NORTH BEND

COTTERELL DIKE

U.P. R.R.

MAPLE CREEK

FOOTHILL RD.

FOOTHILL RD.

WINKLEMAN DITCH

O'CONNOR DITCH

CENTRAL

CUTOFF DITCH

NORTH BEND

CENTRAL

367

395  
207

418

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