DODGE COUNTY UTILITY INSTALLATION AGREEMENT
Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and
Midstates Data Transport, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, the Applicant shall be permitted to install a 1.25" HDPE conduit w/ fiber
   underground, 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
   Under Cedar County Way (Description of Property or Sections)
   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 Applicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel window 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 checkers, 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 Devices (MUTCD) to ensure 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 Applicant 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 reseeded at a rate of 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 Applicant'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 sealed 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 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.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands this 28th day of June, 2019.

Signature of Applicant
[Signature]
Address of Applicant
2200 Taylor Ave SE
NORFOLK, NE 68701

Dodge County Highway Superintendent
July 3, 2019

Date Filed with Dodge County Board of Supervisors
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