

HARLAN COUNTY DRIVEWAY AGREEMENT

This agreement, made and entered into this _____ day of _____, 20____, by and between the County of Harlan, State of Nebraska, herein called "County", and _____ of _____, herein called the "Grantee", which expression includes his, here, or their heirs, executors, administrators, agents or assigns where the content so requires or admits, witnesseth:

WHEREAS, the Grantee is preparing to construct a certain driveway entrance within said County of Harlan, for ingress and egress driveway within said County and desires to construct a portion of said driveway entrance upon and along the right-of-way of certain public roads within said County:

NOW, THEREFORE, for and in consideration of the sum of \$5.00 paid by the Grantee to the County, the receipt of which is hereby acknowledged, 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 driveway entrance up the County right-of-way and describes as follows, to-witt:

NE SE SW NW Quarter Section ____T-____R-____W,
_____Township.

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 or maintenance of said driveway entrance, and to leave said roadway in as good a condition as existed immediately prior to the installation or maintenance of said driveway entrance. Appropriate construction signing shall be utilized during the construction of said driveway to warn the motoring public of construction activities. Grantee is responsible for all expenses incurred for the construction of said driveway. Approval of the road to be given after the construction and/or maintenance of the driveway entrance by the County Highway Superintendent or Assistant.

The Grantee agrees to indemnify and hold harmless, protect and defend the County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions payments and judgements, including any 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 all work or activity associated with this agreement.

The Grantee also agrees to build driveway entrance with size and type of drainage culvert as specified by Harlan County.

IN WITNESS WHEREOF, this Agreement is executed in duplicate the day and year first herein set forth

COUNTY OF HARLAN, STATE OF NEBRASKA,

BY _____

ATTEST: Witness

Highway Superintendent/Assistant

Grantee (Print)

By _____

Sign

FINAL APPROVAL AND INSPETION OF ROADWAY:

By _____ Dated: _____, 20____

Culvert needed: Yes _____ No _____ Size: _____

PERMIT VALID FOR 6 MONTHS FROM DATE OF ISSUE