

**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, her, 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 \$\_\_\_\_\_ 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 upon the County right-of-way and describes as follows, to-wit:

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 judgments, including any and 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 persons or persons which arises out of, is in any way connected with, or results from any and 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,

ATTEST: Witness

By \_\_\_\_\_  
Highway Superintendent/Assistant

\_\_\_\_\_

Grantee (Print)

By \_\_\_\_\_  
Sign

FINAL APPROVAL AND INSPECTION OF ROADWAY:

By \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_.

Culvert needed: Yes \_\_\_ No \_\_\_ Size: \_\_\_\_\_

PERMIT VALID FOR 6 MONTHS FROM DATE OF ISSUE