

NEMAHA COUNTY DRIVEWAY AGREEMENT FORM

This agreement, made and entered into this _____ day of _____, 20____, by and between the County of Nemaha, State of Nebraska, herein called the “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 Nemaha, 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, the County hereby grants to the Grantee the right, under the supervision and direction of the County Road District Foremen or Commissioner, to construct and maintain said driveway entrance upon County right-of-way and described as follows; to-wit,

NE SE SW NW Quarter Section _____, T-____ - __, R-____ - __, _____ Township

Address: _____

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 of said driveway entrance, and to leave said roadway in as good a condition as existed immediately prior to the installation 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 and future maintenance of said driveway. Approval of the road to be given by the County Road District Foremen/Commissioner after the construction of the driveway entrance by the County Road District Foremen/Commissioner.

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 person 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 Nemaha County and to provide a driveway location map. Nemaha County reserves the right, because of sight distance or other safety issues with the driveway placement, to deny this application.

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

Grantee – Applicant _____ Date: _____

County of Nemaha, State of Nebraska, Commissioners _____ Date:_____

Attest: _____

FINAL APPROVAL AND INSPECTION OF DRIVE AND ROADWAY

BY: _____ DATE: _____

Culvert Needed: YES _____ NO _____ SIZE: _____

Agreement valid for six (6) months from date of issue. If drive is not constructed within said six (6) month time frame, a new agreement must be entered into or an extension given.