

FEE: \$50.00

MERRICK COUNTY
PERMIT TO PERFORM WORK ON PUBLIC RIGHT-OF-WAY

Permit issued to: _____

Work to be Performed: _____

WHEREAS, the Grantee is preparing to construct a certain driveway entrance within said County of Merrick, 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, in consideration of the mutual promises and agreements herein, the County hereby grants to the Grantee the right, under the supervision and direction of the County Highway Superintendent or Assistant, to construct County Road right-of-way and County Road _____ to Grantees property located as follows:

Quarter _____ **Section** _____, **Township** _____, **Range** _____,

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 Right-Of-Way, and to leave said roadway in as good a condition as existed immediately prior to the installation of said Right-Of-Way. Appropriate construction signing shall be utilized during the construction of said Right-Of-Way to warn the motoring public of construction activities. Grantee is responsible for all expenses incurred for the construction and future maintenance of said Right-Of-Way. Final approval of the road to be given by the Merrick County Highway Superintendent after the Construction of the Right-Of-Way by the Merrick County Highway Superintendent.

The Grantee agrees to indemnify and hold harmless, protect and defend the County and its elected and appointed offices, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgements, 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.

Grantee Contract Information

NAME _____

E-MAIL ADDRESS _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

HOME PHONE _____

CELL PHONE _____

FOR PERSONNEL USE ONLY

NOTES

COUNTY OF MERRICK, STATE OF NEBRASKA

By: _____
Grantee Signature

By: _____
Highway Superintendent

FINAL APPROVAL AND INSPECTION OF RIGHT-OF-WAY

By: _____ Date: _____

Agreement valid for six (6) months from date of issue. If Right-Of-Way is not constructed within said six (6) month time frame, a new agreement must be entered into or extension given. Please mark with flags where you would like driveway to be constructed. Also, include a township map with the location of the desired driveway highlighted.