

MERRICK COUNTY DRIVEWAY
AGREEMENT\PERMIT

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

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 and maintain said driveway entrance from County Road right-of-way and County Road _____ to Grantees property located as follows:

NE SE SW NW 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 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 Merrick County Highway Superintendent after the Construction of the driveway entrance 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.

The Grantee also agrees to build the driveway entrance with the size and type of drainage culvert as specified by Merrick County and to flag location and provide a driveway location map. One (1) twenty four foot culvert per parcel will be provided by the county as long as it is for placement in County Right-of-Way.

Please contact the Merrick County Highway Department office to arrange for a time to pick culvert up.

Grantee Contract Information

NAME E-MAIL ADDRESS

ADDRESS CITY STATE ZIP CODE

HOME PHONE CELL PHONE

Highway Department Personnel install driveway YES _____ NO _____
(Timing of the install will depend on the availability and schedule of Highway Department Personnel)

Culvert Needed: YES _____ NO _____ SIZE: _____

COUNTY OF MERRICK, STATE OF NEBRASKA

By: _____
Grantee Signature

By: _____
Highway Superintendent

FINAL APPROVAL AND INSPECTION OF DRIVE AND ROADWAY

By: _____ Date: _____

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 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.