

## DRIVEWAY AGREEMENT

### For: Driveway Installations within Road Right-of-Way In Webster County, Nebraska

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Webster, State of Nebraska, herein called the "County", and \_\_\_\_\_, herein called the "Grantee", which expression includes his, her, or their heirs, executors, administrators, agents or assigns where the content so requires or admits, witnesses:

WHEREAS, the Grantee is preparing to construct a certain driveway entrance and **has flagged the proposed location** within said County of Webster, for an 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 Fifty Dollars (\$50.00) to the County, for security purposes, paid by the Grantee, the receipt of which is hereby acknowledged, the County hereby grants the Grantee the right, under supervision and direction of the County Highway Superintendent or Assistant Highway Superintendent, to construct and maintain said driveway entrance upon County property and described as follows; to wit:

Please give legal description, label road names, describe work to be done and by whom below.

Section \_\_\_\_\_ T \_\_\_\_\_ N R \_\_\_\_\_ W

NW 1/4	NE 1/4
SW 1/4	SE 1/4

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It is further understood and agreed that said Grantee agrees to replace the surface of the roadways which were disturbed in construction or maintenance of the 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. Approval of the road to be given after the construction and or maintenance of the driveway entrance by the County Highway Superintendent, Assistant Highway Superintendent, or County Road Foreman.

The Grantee hereby covenants and agrees to hold himself liable for all or any liability, injury, loss, damage or expense suffered by any and all persons and or property during the period of construction and or maintenance.

Grantee also agrees to build driveway entrance with size of drainage culvert as specified by Webster County and also culvert will meet Webster County specifications. Culverts smaller than 18" in diameter will not be permitted, unless otherwise approved.

Grantee also agrees to purchase culvert, gravel and earth materials required for construction of the driveway at their own expense.

GRANTEE WILL BE RESPONSIBLE FOR SIGNAGE AND BARRICADES AND SHALL FOLLOW THE REGULATIONS OF THE LATEST MUTCD MANUAL. WEBSTER COUNTY WILL NOT PROVIDE SIGNS OR BARRICADES.

Grantee may hire Webster County Highway Department to construct said driveway up to 40' in length and remit payment in consideration of Three-hundred Dollars (\$300.00) to the County, paid by Grantee, for the costs incurred by said County in the construction of said driveway. Fee does not include costs for culvert.

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

COUNTY OF WEBSTER, STATE OF NEBRASKA

\_\_\_\_\_  
(Grantee – print name)

By: \_\_\_\_\_  
(Highway Superintendent or Assistant)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Grantee – Signature)

\_\_\_\_\_  
(Phone)

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FOR OFFICE USE ONLY

Security Deposit/Install Fee Posted: YES \_\_\_\_\_ NO \_\_\_\_\_ Check No. \_\_\_\_\_

Culvert Needed: YES \_\_\_\_\_ NO \_\_\_\_\_ DIAMETER: \_\_\_\_\_ LENGTH: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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PRELIMINARY APPROVAL AND INSPECTION OF ROADWAY  
FOR SELF-INSTALLATIONS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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FINAL APPROVAL AND INSPECTION OF ROADWAY

APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_ Date Check Returned: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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