

**DODGE COUNTY, NEBRASKA**  
**Right of Entry and Land Lease Agreement**  
(Debris Removal)

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Dodge County, a political subdivision of the State of Nebraska, hereinafter called the "County", and, Jeremy Moss, property owner, hereinafter called the "Owner", whether one or more.

**WITNESSETH:**

1. In consideration of the recitals set out below, Owner hereby grants County the right to enter upon the following described real estate located in Dodge County, Nebraska:

Property Owner: Jeremy Moss	Address:
Property Address:	Legal Description: Northeast Corner of NE ¼ Section 16 Sec16-T17NR9E NE ¼ of NE ¼

Said right of entry to permit County to remove debris consisting of an estimated four-thousand (4,000) to five-thousand (5,000) cubic yards of corn stalks situated in Elkhorn Township, Dodge County, Nebraska, resulting from the historic March 2019 flooding events of Dodge County, Nebraska, under the terms and conditions set out below in this Agreement, the same of which are incorporated herein as though fully set out.

RECITALS

2. Owner agrees to permit County and its officers, agents, employees, contractors, subcontractors, and authorized representatives the right of entry and use of the property identified above to remove the debris identified above and place the debris at a site where the debris pile will be stored and surrounded by silt fencing.
3. The right of entry herein granted shall be in force and effect from and after the beginning of the debris removal set out in paragraph one above, and until such debris removal is completed.
4. The County agrees to pay the Owner the sum of \$15,000 or \$3.00 per cubic yard, whichever is less, upon completion of said debris removal. During the term of this Agreement, Owner agrees to allow County, its officers, agents, employees, contractors, subcontractors, and authorized representatives free access into and out of the above described property for purposes of debris removal. County agrees to use due caution when removing debris and will leave Owner's land as close as is practicable to its original state upon completion of debris removal project. Owner may enter property as is practicable, using due caution so as not to disturb the debris removal process. County agrees to respect and honor Owner's right to observe and review the debris removal process as such occurs upon Owner's land/property during the duration of this Agreement.

5. It is further understood that no claim for damages for wrongful entry or for trespass shall be made by Owner against County, its officers, agents, employees, contractors, subcontractors, and authorized representatives.
6. Owner agrees to allow County, its officers, agents, employees, contractors, subcontractors, and authorized representatives the required access to Owner's property and premise in order to perform all necessary work regarding the above mentioned debris removal, without interference or delay to County's work regarding the same.
7. Indemnification: Owner agrees to indemnify and to hold County, its officers, agents, employees, contractors, subcontractors, and authorized representatives harmless from and against any and all loss, cost, liability, damage or expense, including without limitation, reasonable attorney fees, originating or relating to the period of said debris removal.
8. Further indemnification: County and its officers, agents, employees, contractors, subcontractors, and authorized representatives agree to indemnify and to hold Owner harmless from and against any and all loss, cost, liability, damage or expense, including without limitation, reasonable attorney fees, originating or relating to the period of said debris removal.
9. Length of Agreement. It is understood by both parties (Owner and County) that this Agreement shall terminate upon completion of the debris removal project outlined herein, and in no event shall this Agreement or project last longer than three (3) years from the signing of this Agreement by both parties (Owner and County).
10. This Agreement shall be governed by the laws and the courts of the State of Nebraska.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Property Owner,

Dodge County,  
A Political Subdivision of the State of  
Nebraska

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Robert Missel, Chairman, Dodge County  
Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_