

# PHELPS COUNTY DRIVEWAY AGREEMENT

WITNESSETH, this agreement entered into between the County of Phelps of the State of Nebraska, herein after referred to as County and *(name of applicant & phone number)* \_\_\_\_\_ herein after referred to applicant wherein, in consideration of the mutual consents and agreements here in undertaken one to the other, the parties agree as follows: WHEREAS, County has general supervision and control of the public roads within said County under section 3901402 R.R.S. Nebraska 1943, and WHEREAS, applicant desires to enter upon public right of way within the County, which right of way or premises are more specifically described as follows: *(legal description plus exact location of drive – please place flags at location)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE FOLLOWING PURPOSES: *(reason for driveway – new, widening, etc)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is THEREFORE AGREED that County hereby grants permission to applicant to enter upon the above described rights of way for the above described purposes upon and only upon the following terms and conditions:

(1) Any and all work done hereunder shall be subject to the overriding supervision of the County Highway Superintendent and shall conform to any minimum or maximum specifications which said Superintendent or the Board of Supervisors of County shall set out as Exhibit I and attach hereto and incorporate by reference.

(2) County assumes no responsibility for the conditions, latent or patent, of the premises and makes no warranties or representations as to any conditions. Applicant enters upon and uses said premises at it's own risk and holds harmless County from the claims of itself, it's agents, employees assigns, contractors, subcontractors, successors in interest or any other person or party arising from injuries, damages or losses occasioned by the conditions of the premises.

(3) Applicant further agrees to hold harmless County from the claim of any person arising from any injury, damages or losses caused by the activities of applicant, it's agents, employees, assigns, contractors, subcontractors, successors in interest or any other person in carrying out the work above described or appurtenant thereto including the acts of unauthorized third parties which may constitute acts of vandalism or other unlawful acts proximately causing injury damage or loss.

(4) Before applicant carries on any work which could constitute a hazard to members to the public using the public right of way the applicant shall notify the Highway Superintendent and shall cause safety equipment and personnel including but not limited to flagmen, signs and warning devices to be placed according to safety standards accepted within the industry and as the Highway Superintendent may require: It is further understood that no public road shall be closed to public travel without first securing the permission of the Highway Superintendent and setting out the period of time that the road will be required to be closed.



(5) Upon completion of the work hereunder, applicant shall restore at it's expense the right of way to as good or better condition as before the work and upon failure of applicant to do so County completes such restoration which cost and expenses shall be chargeable to the applicant.

(6) Upon completion of the work under this agreement and upon relocation of any such work during subsequent maintenance or modification, applicant shall file within days with the Highway Superintendent of said County a map, plan or blueprint showing the location and depth of all work remaining in the right of way.

(7) In the event the use, repair, improvement, maintenance, modification or other work upon the right of way by County require relocation or modification of any part of parts, of the work done under this agreement, applicant shall upon reasonable notice, carry out at it's own expense such relocation or modifications, which such work shall also conform to the requirements of this agreement, or upon the failure of the applicant to do so County may cause such relocation of modification at the expense of applicant.

(8) It is further understood that in the event that applicant is more than one person or entity, the obligations of such persons and/or entities is joint and several.

(9) It is specifically understood and agreed that the violation of any of the conditions and agreements herein contained as to any original work to be done may result, at the option of County, in the termination of permission to carry out such work within the rights of way and that the waiver of termination as to any specific incident of breach by County shall not constitute a continuing or continuous waiver as to any other breaches. In the event of termination of permission by County, applicant shall immediately terminate work, restore the premises to conditions as per Paragraph 5 and remove its personnel, materials and equipment from the premises. If applicant fails to carry this provision, County shall proceed to restore the premises and remove such personnel, materials and equipment of the applicant at applicant's expense.

(10) Applicant in executing this agreement and entering in the work called for here in represents that it will faithfully perform all conditions set forth and shall complete such work no later than \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature & Phone Number

By \_\_\_\_\_  
Phelps County Highway Superintendent/Foreman

County of Phelps, State of Nebraska