

ROAD REPAIR AGREEMENT

**HOCKING COUNTY ENGINEER'S OFFICE
WILLIAM R. SHAW, P.E., P.S.
HOCKING COUNTY ENGINEER**

ITEM ONE: This agreement is between the Board of Hocking County Commissioners, hereinafter referred to as the First Party and

hereinafter referred to as the Second Party. This contract is entered into on the _____ day of _____, 20____, in Logan, Ohio. The purpose is to establish a fund for repair of damages to County and/or Township Roads caused by the above Second Party.

ITEM TWO: The First Party authorizes the Engineer of Hocking County to be their agent for administration of this agreement, and he shall be deemed as the First Party Administrator unless specified otherwise by the Hocking County Commissioners.

ITEM THREE: The Second Party shall be held fully liable for damage caused by their operations.

ITEM FOUR: The First Party Administration will keep an accurate maintenance costing for all roads covered by this agreement. If necessary, the First Party Administrator may make the required repairs and be reimbursed by the Second Party.

ITEM FIVE: The Second Party may repair any traffic bound haul road at their own expense; however, all repairs must receive approval and be supervised by the First Party Administrator. The First Party Administrator shall not be held liable for work done by the Second party.

ITEM SIX: Should two (2) Second Parties be using the same haul road, maintenance costs will be prorated by the First Party Administrator.

ITEM SEVEN: The First Party Administrator has the right to prohibit hauling over certain roads due to load limits or improper hauling techniques by the Second Party. The Second Party agrees to use pre-established haul roads on both directions of haul.

ITEM EIGHT: The First Party Administrator and Second Party, prior to commencement of hauling shall inspect the section of each County and/or Township Road over which the Second Party shall haul. Township Trustees may be present when Township Roads are being inspected. A specified route shall be filed with the First Party Administrator and said route shall be changed only after giving notice and receiving approval from the First Party Administrator.

ITEM NINE: Upon notice of completion of haulage over any segment of road by the Second Party, the road shall be repaired to as good or better condition as prior commencement of hauling at the earliest convenience by the Second Party, or by the First Party Administrator at the Second Party's expense.

IN WITNESS WHEREOF, the parties have signed this agreement the ____ day of _____, 20__.

WITNESS

PRESIDENT

WITNESS

COUNTY COMMISSIONER

COUNTY COMMISSIONER

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF OFFICER: _____

NOTARY PUBLIC

WITNESS

COUNTY ENGINEER

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF OFFICER: _____

NOTARY PUBLIC

WITNESS

TOWNSHIP TRUSTEE

TOWNSHIP TRUSTEE

TOWNSHIP TRUSTEE

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF OFFICER: _____

NOTARY PUBLIC

SECOND PARTY:

NAME

ADDRESS

PHONE #

COMPANY NAME

Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF OFFICER: _____

NOTARY PUBLIC

PLEASE LIST THE **EXACT** HAUL ROUTE(S) TO BE USED:

EXAMPLE: State Route 93 to County Road #1 to Township Road #331
(John Doe property)