

ROAD REPAIR AGREEMENT

**ATHENS COUNTY ENGINEER'S OFFICE
REX JEFFREY MAIDEN, P.E., P.S.
ATHENS COUNTY ENGINEER**

ITEM ONE: This agreement is between the Board of Athens County Commissioners, hereinafter referred to as the Owner and

hereinafter referred to as the Second Party. This contract is entered into on the _____ day of _____, 20____, in Athens, 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 Owner authorizes the Athens County Engineer to be their agent for administration of this agreement, and he shall be deemed as the Owner's Administrator unless specified otherwise by the Athens County Commissioners.

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

ITEM FOUR: The Athens County Engineer will keep an accurate maintenance costing for all roads covered by this agreement. If necessary, the Athens County Engineer 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 Athens County Engineer. The Athens County Engineer 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 Athens County Engineer.

ITEM SEVEN: The Athens County Engineer 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 Athens County Engineer 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 Athens County Engineer and said route shall be changed only after giving notice and receiving approval from the Athens County Engineer

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 Athens County Engineer 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

ATHENS 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)