

**OLIVER COUNTY ROAD DEPARTMENT
AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD**

Agreement # _____ Dated this _____ day of _____, 20 ____

WHEREAS, _____ (hereinafter referred to as Permittee) has requested authorization to use Oliver County Road

To haul equipment and materials as set forth in the attached report.

Start Date: _____ Finish Date: _____

WHEREAS, in order to complete project it has become necessary for the contractor to utilize a portion of the Oliver County Road System of Oliver County for the conveyance of equipment and materials;

And WHEREAS, the Permittee or its designee will restore that portion of said road system, after it has been used to convey said equipment and materials, to the condition which existed immediately prior to its use;

And WHEREAS, an inspection of the proposed route to be so utilized will be made, preferably not to exceed thirty days prior to expected initiation to its stated use, at which time the Oliver County Road Superintendent or his designee will determine and record the existing condition of the haul road, including the type, thickness and width of surfacing material in place;

And WHEREAS, Oliver County Road Superintendent or his designee and the Permittee (or an authorized agent thereof), after making said inspection and recording the existing conditions of the haul road, shall all sign the inspection report, agreeing to the conditions stated therein.

And WHEREAS, the Permittee agrees to maintain the haul road in a safe condition satisfactory to the Oliver County Road Superintendent. Maintenance of gravel roads shall include blading of material, material replacement, dust control and snow removal as so determined. Maintenance of asphalt roads shall include repairing of road surface defects, deformities and any other asphalt failures. All signing shall be in accordance with the Manual of Traffic Control Devices;

And WHEREAS, any improvements, alterations or proposed changes to said route will be pre-approved by the Oliver County Road Superintendent in accordance with Oliver County's standard specifications for roads before such improvements, alterations or proposed changes take place.

NOW THEREFORE, in consideration of the premises, the mutual and independent covenants, all as hereinafter more fully set forth, the parties hereto agree as follows:

- 1. That the portion of the Oliver County Road System as shown above, is maintained by Oliver County and is that portion which is proposed for use as a haul road, and that, after use of said road as a haul road for the purposes herein set forth, the Permittee hereby agrees to maintain and restore to the satisfaction of the Oliver County Road Superintendent said road to its pre-existing condition, as reported in the Haul Road Inspection Report in accordance with measurements and observations at the time of inspection.**
- 2. That Permittee shall comply with terms of the Risk Management Appendix which is appended hereto and incorporated herein by reference.**
- 3. Other:**

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be signed by their representative and duly authorized officers.

Application Date: _____

Permittee Name: _____

Address: _____

Phone Number: _____

By: _____

Representative Signature

Title: _____ # of Trucks _____

FOR OFFICIAL USE ONLY



OLIVER COUNTY ROAD DEPARTMENT PHONE: 701-794-3172
3742 Highway 25
Center, North Dakota 58530

Permit Fee: _____

PAID AND APPROVED THIS DATE

Oliver County Commission Chairman Oliver County Road Superintendent