

**AGREEMENT FOR USE AND RESTORATION OF HAUL ROADS
OKTIBBEHA COUNTY, MISSISSIPPI**

Agreement No. _____ Dated _____

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

to haul equipment, materials, or products as required for

and as set forth in the attached inspection report:

WHEREAS, in order to complete said project it may become necessary for the contractor to utilize a portion of the roadways of Oktibbeha County for the conveyance of equipment, materials, or products and

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

WHEREAS, the Permittee agrees to maintain said roadways in a safe condition satisfactory to the County Engineer and/or the Road Manager. Maintenance of gravel roads shall include dust control, blading, and gravel replacement as so determined. Maintenance of asphalt or chip seal roads shall include repairing of road surface defects, deformities, and any other base failures. All signing as determined shall be in accordance with the Manual of Uniform Traffic Control Devices. In addition:

- a) Permittee shall provide appropriate signage for the hauling activity along roadway.
- b) Any owner and/or operator of vehicles transporting logs, pulpwood or trees shall not allow trees to be felled across the roadway, construction a landing on road right-of way or ditches, clog ditches, fill ditches with logs or dirt, skid trees along road side ditches or on road rights of way, load in the highway, track (t) mud onto road rights-of-way, transport loads in extremely poor weather conditions, and/or fail to keep roads open to the public.
- c) Contractor is required to install a temporary culvert, at his expense, across the county right of way to access the job site. Any owner and/or operator of dirt/sand, gravel, or other materials shall not construct a landing on road rights of way or ditches, clog ditches fill ditches with logs or dirt, load vehicles on county rights of way, tract mud onto road rights of way, haul dirt in extremely poor weather conditions, and/or fail to keep roads open to the public.

Permittee shall submit application for hauling a minimum of 72 hours prior to hauling activities.

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 inspection team will determine and record the existing condition of the haul road, including the type, thickness and width of surfacing material in place, and;

WHEREAS, authorized representatives of Oktibbeha County and the Permittee, after making said inspection and recording the existing condition of the haul road, shall all sign the inspection report, agreeing to the conditions stated therein and providing for an opinion

of estimated cost of repair.

Permittee, when deemed necessary, shall furnish a Performance Bond or cash bond in the amount of 100% of the estimated cost of repair as stated in the Haul Road Inspection Report.

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

That the portion of the Oktibbeha County roadway system as shown above, is maintained by Oktibbeha County and is that portion which is proposed for use as a haul road, and that, after use of said roadway as a haul road for the purposes herein set forth, the Permittee hereby agrees to restore, to the satisfaction of the Oktibbeha County said roadway to its existing condition, as reported in the Haul Road Inspection Report in accordance with measurements and observations of the inspection party at time of inspection. Upon satisfactory restoration of the roadway(s) to its prior existing conditions the Performance Bond or cash bond provided by the Permittee shall be returned by the County.

WHEREAS, the Oktibbeha County Board of Supervisors shall have the power to protect their roads and bridges from any unusual or uncommon use which results in the injury or impairment of the roads usefulness as a public road and that the County Road Manager, County Patrol or Sheriff's Department is authorized to take such civil action within his respective district as may be necessary to recover reasonable damages for injuries to such roads or bridge which shall require a surety bond when deemed necessary.

WHEREAS, the Board of Supervisors of Oktibbeha County, Mississippi does hereby authorize and direct pursuant to §65-7-53 of the Mississippi Code of 1972, the Road

Manager, County Patrol or Sheriff's Department to forbid the use of any hard surface road, or portion thereof, when under construction or repair, and to further authorize the said Road Manager, County Patrol or Sheriff's Department to close to traffic any road which has been damaged as a result of unusual or uncommon use, wherein further use may result in the injury or impairment of the usefulness of the road as a public road and for public transportation. Upon taking such action, the Oktibbeha County representative shall post a proper notice of restricted use or closure of any road as circumstances require. In any event, the instruction should include "CLOSED BY ORDER OF THE BOARD OF SUPERVISORS."

WHEREAS, any person who violates the provisions of this agreement shall be guilty of a misdemeanor and shall be fined Five Hundred Dollars (\$500.00) for the first offense and One Thousand Dollars (\$1,000.00) for any subsequent violation(s) and shall be assessed costs for any and all damages to the public road and/or bridges as a result of the violation of the terms and conditions of this AGREEMENT. The Oktibbeha County Board of Supervisors reserve the right to deny future hauling over county roads as a result of the violation of the terms and conditions of this AGREEMENT.

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

Permittee Name: _____

Application Date: _____

By: _____
Representative Signature

Haul Start Date: _____

Title: _____

Haul End Date: _____

Address: _____

Phone Number: _____

Permit Fee: _____

OKTIBBEHA COUNTY

Recommended:

County Engineer

Approved:

County Administrator or
Road Manager