

ROAD USE AGREEMENT

Company Name

Pike County Commissioners
Courthouse
801 Main Street
Petersburg, IN 47567

AND

Company Address

Company Phone Number

ROAD USE AGREEMENT NUMBER 2022-01

Roads Bonded: _____

_____ from _____ to _____ (_____ miles of blacktop/gravel)

_____ from _____ to _____ (_____ miles of blacktop/gravel)

_____ from _____ to _____ (_____ miles of blacktop/gravel)

_____ from _____ to _____ (_____ miles of blacktop/gravel)

= Total Mileage _____ miles

WHEREAS, _____, a Corporation authorized to do business in the State of Indiana (herein after called the "Company"), desires to utilize Pike County Road(s) _____ in _____ Township for a length of approximately _____ miles to haul heavy equipment and materials necessary to complete the construction of _____.

WHEREAS, there is the possibility that said roads, including, but not limited to the surface, base, ditches, berm, bridges, culverts, driveways, and other improvements, may suffer from the loads that the Company desires to haul over said roads.

NOW THEREFORE, the Company and the Board of Commissioners of Pike County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant to the Company the non-exclusive right to use said sections of the specified County Road(s), for use by licensed motor vehicles, without restriction as to size, weight, and volume of loads, to haul heavy equipment and other items or materials to the job site.
2. The Company agrees to use said roadway(s) in a reasonable and prudent manner, using reasonable care sharing said roadway(s) with other public traffic in a normal manner. Notwithstanding how carefully said road(s) is used, however, the Company agrees to maintain the entire section of said roadway(s), including all above individual specified parts thereof, to the same condition or better than exists on the date of this agreement to the satisfaction of the Pike County Highway Supervisor as indicated in the current Pike County Highway Policy P-02.
3. The Company agrees, during the term of its use, to make reasonable repairs as needed, to the extent damage has been caused by its use of the public roadway(s). The

Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances and in accordance with general road conditions and road maintenance practices in Pike County as indicated in the current Pike County Highway Policy P-02.

4. In order to protect the interests of the Commissioners of Pike County and its residents, the Company is required to provide for the Commissioners, a surety bond in the amount of \$ _____, and an escrow payment in the amount of \$ _____, to be submitted to the Auditor of Pike County and credited to the Pike County Highway Department account. Should the Company fail to make reasonable repairs and restoration as required by this Agreement, the Commissioners shall give written notice of such to the Company specifying any deficiency and its location. If work to make reasonable repairs and restoration is not completed with Ten (10) Working Days of such notice, weather permitting, this bond, and or escrow, would be declared forfeited and payable to Pike County, State of Indiana to the extent necessary to restore and/or repair the road(s) or any part thereof. The Company shall remain liable, however, for any damages in excess of such bond. The surety bond and escrow provided by the Company shall remain in force and effect until the termination of this Agreement for Road Usage and the Company has fully satisfied its obligations hereunder as specified in Paragraph 5 below.
5. This Agreement and Company's Right of Use hereunder shall remain in effect for Two (2) Year Period from the date of this Agreement, but the Company's rights will expire prior thereto when the Company has terminated its use of said road(s), and the Commissioners have been satisfied that the said road(s) has been restored by the Company to the same condition or better than what existed at the time this Agreement was signed. The surety and Company's liability under this Agreement shall remain in force until the Company has fully satisfied its commitments of obligation hereunder as per the current Pike County Policy P-02.
6. The Company acknowledges that damages to subject road(s) may not become apparent for a period of time after Company ceases use of said road(s), therefore Company agrees that its liability for such damages as it has caused shall continue for a period of one year after Company terminates its use of said road(s).
7. If another Company is authorized by the Commissioners to utilize all or a portion of said route, each Company shall maintain its portion of the route until it enters another Company's approved route, then said Companies may bill each other for the pro-rata share of expenses. The surety bond and escrow amounts may be adjusted to reflect the number of Companies using said route.
8. This Agreement shall be binding upon the parties, their successors, and assigns.

Agreement dated this _____ day of _____, 2022.

Company; By _____
Authorized Signature by Company

DICTRICT COMMISSIONER CALLED: _____

DATE: _____ TIME: _____

JOSH BYRD

HIGHWAY SUPERINTENDENT