

YANKTON COUNTY HIGHWAY DEPARTMENT  
AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD

Agreement No. \_\_\_\_\_

WHEREAS, \_\_\_\_\_ (herein referred to as *The Permittee*) has requested authorization to use Yankton County Road(s) numbered \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_, to haul equipment and materials.

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

WHEREAS, the \_\_\_\_\_ plans to utilize a portion of the Yankton County Highway System for the conveyance of construction equipment, materials, products and/or supplies to the project site over county roads: and

WHEREAS, prior to project construction The Permittee agrees to place gravel surfacing on weak areas of the proposed haul route or as agreed upon by The Permittee and the Highway Superintendent. The Permittee also agrees to maintain said highway(s) in a safe condition satisfactory to the Highway Superintendent, or the assignee. Such maintenance shall include: repair of potholes, repair of soft spots, replacement of gravel, removal of debris, regular blading, dust control and proper signing. The Permittee further agrees to repair any damage to the asphalt road(s) including, but not limited to, wheel rutting and asphalt break-up on the roadway, shoulder and in the turning radius. The Permittee will follow all seasonal load restrictions of seven ton per axle; and modify operations when wet conditions exist; and

WHEREAS, an inspection of the proposed route(s) to be utilized will be conducted not more than thirty (30) days prior to initiation of its use as a haul route, at which time, an inspection team consisting of an authorized representative of The Permittee and The Yankton County Highway Department will determine and record the existing condition of said route(s), including the type and width of surfacing material in place, condition of culverts, ditches and bridges. After completion of said inspection, the authorized representative of The Permittee and The Yankton County Highway Department shall sign a Haul Road Inspection Report agreeing to the conditions stated therein; and

NOW THEREFORE, in consideration of the requirements herein stated, the undersigned parties hereto agree as follows: that portion of Yankton County Highway System described above is maintained by the Yankton County Highway Department, and is that segment that is proposed for use as a haul road(s), and that after use herein stated, the Permittee hereby agrees to restore, immediately after stated us, the road(s) to their pre-project condition or better, and to the conditions as stated in the Haul Road Inspection Report or better. In the event of failure to meet these guidelines, Yankton County shall enforce completion of the needed repair(s) and/or maintenance, and all billing for such work will be the sole responsibility of the Permittee.

IN WITNESS HEREOF, the said parties hereto have caused this agreement to be signed by their respective and duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Permittee: \_\_\_\_\_

Yankton County Highway Department

By: \_\_\_\_\_

\_\_\_\_\_  
Brian Gustad  
Highway Superintendent  
3302 W City Limits Road  
Yankton, SD 57078  
605-260-4473

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

