

SAMPLE

Prepared by: Jay M. Leibel
Arneson, Issenhuth, Leibel & Parent, LLP
PO Box 28
Madison, SD 57042
(605) 256-9161

(Reserved for Register of Deeds)

HAUL ROUTE AGREEMENT

THIS AGREEMENT entered into by and between _____ TOWNSHIP, a political subdivision of the State of South Dakota, of _____ County, South Dakota, hereafter referred to as the "Township" and _____, of _____, South Dakota _____, hereinafter referred to as the "Contractor" as follows:

WHEREAS, Contractor plans to use township funds in transporting any item including but not limited to products, equipment, materials, and/or supplies over township roads; and

WHEREAS, the Township is responsible for constructing, altering, improving, and maintaining county roads under the supervision and direction of its Board of Supervisors; and

WHEREAS, the Township and the Contractor anticipate that as a result of the Contractor's use of township roads, accelerated deterioration may occur. Thus repairs or improvements will be required and additional maintenance expenses will be incurred by the Township; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is mutually agreed as follows:

1. PURPOSE:

This Haul Route Agreement shall be completed for existing, new, and expanded hauling operations that may cause accelerated deterioration of township roads. These hauling operations shall include but not be limited to: contractors, subcontractors and developers.

2. DEFINITIONS

- A. Additional Maintenance. "Additional Maintenance" means grading, graveling, reshaping, repair, and/or modification performed on township roads in excess of the same operations performed as routine maintenance by the Township.

- B. Township Road. "Township Road" means a street, road, or other public way, including shoulders, and right-of-way designated for the purpose of vehicular traffic and under the jurisdiction of the Township.
- C. Haul Road. "Haul Road" means any Township road, bridge, or other structure which is used for transporting items including but not limited to products, equipments, materials and/or supplies and as a result incurs deterioration.
- D. Haul Route. "Haul Route" means the system of haul roads between a source site and the destination and/or the source site and the nearest major intersection as determined by the Township.
- E. Improvements. "Improvements" mean roadway improvements required by the Director because of the Contractor's use of the haul road.

3. GENERAL AGREEMENT AS TO ROAD USE:

The Contractor understands and agrees that, although the haul roads covered by this Agreement are on the Township Road System and are subject to normal traffic use the Contractor, by virtue of its use of the road as a haul route, assumes responsibility for additional maintenance and signing costs on such roads resulting from its use of such roads as a haul route.

The Township hereby agrees to the Contractor's use of the haul roads covered by the Agreement subject to the conditions contained herein. The Contractor shall be responsible for obtaining any other permits or licenses which the Township or any other governmental entity may require to operate or move its vehicles on county roads. This Agreement shall not serve to relieve any operator of a Contractor's vehicle from complying with applicable speed limits, weight restrictions, or other posted restrictions.

Any improvements to or widening of the road necessitated by the Contractor's operations, including modification of roadway approaches to accommodate transport vehicles, shall be considered incidental to the hauling performed, shall be made at the Contractor's sole expense unless otherwise authorized in an addendum to this Agreement. Any such improvement shall be authorized by Township permit.

4. GENERAL TERMS:

A. Compliance with Laws and Regulations

The Contractor shall comply with all Federal, State, and local laws and regulations.

B. Severability

If any portion of this Agreement is held invalid it shall have no effect upon the validity of the remaining portions of this Agreement.

C. Scope and Construction of Terms

The definitions in this Agreement shall control the meaning of terms used herein. Where no definition is expressly stated herein, a term shall have that meaning clearly indicated by, or reasonably implied from, the context in which such term is used.

D. Notification

All notices and oral or written communications relating to this Agreement may be forwarded to:

On behalf of the Township:

On behalf of:

IN WITNESS WHEREOF, the parties hereto executed this Haul Route Agreement on the
____ day of _____, 200

_____ TOWNSHIP

Chairman

Supervisor

ATTEST:

Supervisor

Clerk

By _____
It's _____

By _____
It's _____

