

ROAD REPAIR 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 "Donor" as follows:

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

WHEREAS, the Township has limited resources and has experienced extraordinary damages to roads and right of ways as a result of rising water and devastating local events such as flooding, tornados, straight winds and extreme snow fall; and

WHEREAS, the Donor understands the financial and practical constraints which limit the Township's ability to maintain roads within the township. Further that delayed maintenance upon said roads accelerate the deterioration on both the short term and long term effect to these roads.

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

1. PURPOSE:

The Donor shall provide as a gift to the Township a gift of \$ _____ to be used solely by the Township for the maintenance, altering or improving of the Township road described as:

A section of township road approximately _____ feet in length running _____ and _____ bordered by Section _____ and _____, Township _____, Range _____, _____ County, South Dakota.

2. GENERAL AGREEMENT AS TO USE OF GIFT:

The Donor understands and agrees that, the funds specified hereinabove will be used by the Township exclusively for the repair, maintenance or alteration of the Township road set forth herein in paragraph 1. The Township shall either do the work themselves or hire a contractor to do the necessary repair, maintenance or alteration of the road pursuant to the Township's guidelines and specifications. All work shall be done under the supervision of the Township.

It is agreed this is a one time gift and the Donor is not agreeing to any future obligation or gifts. The Township is not agreeing to any future repairs, maintenance or alteration of the road other than as provided for in this agreement.

The Township shall maintain records showing the gift from the Donor as well as the records showing the disbursement of funds specified upon the road identified in paragraph 2.

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto executed this Haul Road Agreement on the ____ day of _____, 20__.

_____ TOWNSHIP

Chairman

Supervisor

ATTEST:

Supervisor

Clerk

DONOR:

By _____
It's _____

By _____
It's _____