HARRISON COUNTY HIGHWAY DEPARTMENT
ROAD AND BRIDGE USE MAINTENANCE AGREEMENT

Revised 7/13/2026

THIS AGREEMENT is entered at Cadiz Ohio, by and between Harrison County, a political subdivision, whose mailing address is 1 Service Garage Road, Cadiz, OH 43907, hereafter the "Authority", and _____, whose address is_____ for the site/pad named as:_____(Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of county roads and all bridges within Harrison County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, the "Operator" is the operator of certain oil and gas leasehold and/or related supporting operations, and intends to develop and operate the site named above. This site includes the equipment, facilities, impoundments, and pipelines necessary for development and operations, hereafter collectively referred to as "oil and gas development site". This site is located in_____TWP, approximately_____miles N/S/E/W of the intersection of _____roads accessed off of _____ road, specifically at the following coordinates: _____.

WHEREAS, Operator intends to perform the following work, described as:

1.) Perform Engineering and geotechnical investigations and design;
2.) make certain modifications and improvements (both temporary and permanent) to such roads (including to certain culverts, bridges, road shoulders, crest corrections, and other related fixtures) to permit such equipment and materials to pass;
3.) transport heavy and/or oversized vehicles, equipment and materials over designated haul routes on roads located in the County, which may in certain cases be in excess of the design limits of such roads; and
4.) transport labor forces and certain locally sourced materials, such as water and gravel etc., on such roads.

WHEREAS, Operator intends to commence use of:

The portion of CR# _____, (_____) to be utilized by Operator hereunder, is that exclusive portion beginning at _____ and ending at the intersection of _____for a distance of _____miles, and;

The portion of CR# _____, (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ and ending at the intersection of _____for a distance of _____miles, and;

The portion of CR# _____, (_____) to be utilized by Operator hereunder, is that exclusive portion beginning at _____ and ending at the intersection of _____for a distance of _____miles, and;

The operator will also need to cross the following bridges, either on County or Township Roads identified by SFN#(s)_____, _____, _____.

for ingress to and egress from the oil and gas site, for traffic necessary for the construction, installation, operations and on-going support of the site, hereinafter referred to collectively as "Drilling Activity" or "Pipeline Activity"; and

WHEREAS, Authority and Operator desire to enter an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such "Drilling Activity" or "Pipeline Activity"; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre- "Drilling Activity" or "Pipeline Activity" condition or as modified pursuant to Section 5, thereon for any damages thereto, as a result of "Drilling Activity" or "Pipeline Activity" related to such sites.

FURTHER, the condition of all roadways and/or bridges shall be assessed daily by the Operator. Maintenance and repair shall be performed promptly to assure that the road and bridges are safe and secure for passage by the traveling public.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portions of County Roads and Structures proposed for use are previously described. Also, it is understood and agreed to that the Operator shall not utilize any other portions of these County Roads or cross structures not listed for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated "Drilling Activity" or "Pipeline Activity" by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's "Drilling Activity" or "Pipeline Activity", at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Harrison County Engineer. The maintenance of the aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known "Drilling Activity" or "Pipeline Activity" utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may request to terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's "Drilling Activity" or "Pipeline Activity" shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion and acceptance of all restoration work, this Agreement shall terminate 180 days from the approval date of the Termination Agreement.

5. Prior to "Drilling Activity" "Pipeline Activity" on the route, the Operator shall be required to:
   a. Provide for videotaping of the road prior to "Drilling Activity" or "Pipeline Activity".

b. Provide an engineering report detailing current pavement thickness, composition, and subgrade soils. The engineering report to also provide an analysis of conditions along with a proposal for strengthening based on a minimum of 150,000 ESALs.

c.

Upgrade affected roads and bridges in accordance with the approved plans.

6. Prior to the "Drilling Activity" or "Pipeline Activity" on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount equal to or greater than Three Hundred Thousand dollars & 00/100 dollars ($300,000.00) per mile and One Hundred Thousand &00/100 dollars ($100,000.00) per structure. The Authority may vary these amounts based on any of the following considerations:

a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site, or;
b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum, or;
c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. Once "Drilling Activity" or "Pipeline Activity" commences, the Operator shall be responsible for the following:
a. Keep paved roadway surfaces free from mud, rocks and debris.
b. Minimize and prevent dust generation of gravel and unsealed roads.
c. Ensuring the grading and cleaning of ditches and opening and replacement of pipes.
d. Reimburse the Authority for maintenance and repairs of the road for damages.
e. Reimburse the Authority for oversight of maintenance or other improvement activity.

8. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper State and local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, because of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. If any other safety concerns should arise while this Agreement is in effect, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed because of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from "Drilling Activity" or Pipeline Activity" whatsoever.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio. Per the Ohio Atty. General's opinion #2012-029, the Operator shall improve and repair the county roads it uses at no cost to the county and is required to comply with R.C. 4115.03 when the total overall project cost to the operator is fairly estimated to be more that the amount prescribed in R.C. 4115.03(B)(4). Effective rates as of 1/1/2022:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to $96,091.

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to $28,789.

15. This Agreement shall be in effect immediately and remain so until a termination agreement is completed.

Executed in duplicate on the dates set forth below.

Authority	**Operator**
By: _____	By: _____
Commissioner	
By: _____	Printed name: _____
Commissioner	
By: _____	Company Name: _____
Commissioner	
By: _____	Title: _____
County Engineer Representative	
Dated: _____	Dated: _____

Approved as to form:
Lauren Knight
Harrison County Prosecutor

By: _____
Dated: _____

Appendix A

Operator shall be required to:

1) Provide for videotaping of the road prior to “Drilling Activity” or “Pipeline Activity”
2) Provide an Engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonable determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated “Drilling Activity” or “Pipeline Activity”.
3) Upgrade County Road _____ in accordance with the attached plans and/or county standards, dated 6/13/24
4) Maintain County Road _____ during “Drilling Activity” or “Pipeline Activity” for those damages caused by said “Drilling Activity” or “Pipeline Activity”.
5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by “Drilling Activity” or “Pipeline Activity”.
6) ALL ROAD CROSSINGS TO BE APPROVE BY THE HARRISON COUNTY ENGINEER PRIOR TO CONSTRUCTION, PREFER NO OPEN CUTS.
7) ALL ROAD REPAIRS WILL BE DONE AT PREVAILING WAGE RATE ACCORDING TO HARRISON COUNTY RESOLTION #17-12.
8) **ALL ROAD REPAIRS MUST BE DONE BY ODOT APPROVED CONTRACTORS ONLY – NO EXCEPTIONS.**

Authority Shall:

1) Provide for minor maintenance of all roads during the “Drilling Activity” or “Pipeline Activity” for damages not caused by said “Drilling Activity” or “Pipeline Activity”. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24-hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
2) Provide for maintenance of the roadway and bridges for damages not caused by the “Drilling Activity” or “Pipeline Activity” at the Authority’s cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties – if the Authority wants plans prior to construction, then include – etc., etc. If the Authority doesn’t want anything in Appendix A, then that is their option.

The parties could also address the scenario where more than one Operator is involved on the same Route in this appendix.