

# RIGHT OF WAY AGREEMENT

71A

I Ohio Gas Co. acting as an independent Contractor, do herein

PROPRIETOR/OFFICER

guarantee that the work to be performed within the right of way limits of Huddle Road

(STREET)

@855 for the purpose of Repairing a gas main

(NAME)

(TYPE OF WORK TO BE PERFORMED)

said work shall be completed in accordance with City of Napoleon Engineering Specifications. It is further agreed that Ohio Gas Co. shall save the City of Napoleon from

(CONTRACTOR NAME)

liability due to damage of utilities, personal property loss, personal injury, non-payment of suppliers or any possible litigation arising from the construction as stated above.

The City of Napoleon hereby authorizes said contractor to temporarily block off, except local traffic on Huddle Road on 3/17/97 at 8:00AM and re-open

(STREET NAME)

(DATE)

(TIME)

the street on 3/17/97 at 5:00AM for a period not to exceed 9 hours. (The City

(DATE)

(TIME)

of Napoleon shall receive 48 hours notice prior to construction.)

As an assurance that the above mentioned work is done according to the Engineers specifications, a **CERTIFIED CHECK** for the amount of \$ 0.00 ACH (made payable to the City of Napoleon) shall be deposited with the City Engineering Department and held as surety. If the work herein described involves the removal of pavement, sidewalk, curbing, and or other structural material within the City Right of Way said shall be replaced by contractor no later than

May 1, 1997.

(DATE)

If it is the opinion of the City Engineering Department that the work performed under this agreement does not meet said departments minimum specifications, appropriate deductions from the deposit will be made to compensate the City for any corrections necessary. Any portion of the deposit not used by the City for such corrections will be refunded to contractor within 30 days of completion of said. If for any reason the work herein described is not completed by the date listed, a penalty of \$25.00 will be assessed each day or part thereof beyond said date. The penalty as assessed will be deducted from the deposit listed above.

~~NO WORK SHALL BEGIN PRIOR TO OBTAINING THE PROPER SEWER TAPPING PERMIT.~~

The foregoing statement was agreed to on this 14th day of March, 1997

(MONTH)

(YEAR)

Michael C. Cragan O.G.C.

PROPRIETOR/OFFICER

Adam Hoff

CITY MANAGER OR DESIGNEE - CITY OF NAPOLEON

On March 14, 1997, the above parties appeared before me and

(DATE)

(YEAR)

indicated their agreement with the contents of this document by their signatures.

SEAL

Ted Rohrs  
Notary Public for the State of Ohio  
My Commission expires \_\_\_\_\_

TED ROHRS  
NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES NOVEMBER 5, 2001