

ROAD BOND AGREEMENT

MADE AND ENTERED INTO this _____ day of _____, 20__ by and between the TOWNSHIP OF CONEMAUGH, a Second Class Township, in the County of SOMERSET and State of Pennsylvania, hereinafter referred to as "Township",

A
N
D

_____ (name), _____
_____ (address), hereinafter referred to as "Permittee".

WHEREAS, Permittee is desirous of using _____ (road) the total of which consists of _____ miles of paved road and _____ miles of unpaved road, such roadways being under the supervision and control of Conemaugh Township, for the purpose of; _____ by the permittee, or by agents, subcontractors workmen or employees over which he can and shall exercise control, and as a result of such use, trucks will traverse over said Township road in excess of the weight limit of ten tons established by ordinance.

Whereas, the Township is willing to permit the movement of Permittee's trucks over the hereinafter described road of the Township irrespective of weight upon the following terms and conditions:

NOW, THEREFORE, for and in consideration of the foregoing representations, which the permittee specifically acknowledges and adopts, and mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

- 1 -

The Township will, on the effective date of this Agreement, allow Permittee to utilize the above described Township road(s), for the purposes set forth above and for no other, for a period of ninety (90) days from the date shown at the top of this agreement.

- 2 -

The Township and Permittee agree to inspect the road set forth in paragraph 1 above prior to commencement of hauling over the same by Permittee. The condition of said road, as of said date, will be properly documented by both parties, and said documentation are incorporated into this Agreement by reference and made a part hereof.

- 3 -

Permittee, at the completion of the operations, shall immediately submit to the Township a written notice of said completion. As soon as possible, after receipt of such notice, representatives of the Township and of Permittee shall make an inspection of the condition of the portion of the road covered by this Agreement.

- 4 -

At the completion of use of the road or at such time during its use that the condition of the road deteriorates to a point to be dangerous or inconvenient to the traveling public, Permittee shall be liable to pay the entire cost of repairs necessary to return the road to the condition it was in prior to the initiation of use. The amount of repairs necessary and method of accomplishing the same shall be within the reasonable discretion of Conemaugh Township.

-5-

Irregardless of any other provision of this agreement, Permittee shall at all times utilize the roadway only in a manner which permits unobstructed and safe passage for other members of the traveling public. Permittee hereby covenants to make immediate repair of any conditions on the roadway it causes during use under this permit, which would restrict use of the road by the traveling public, or cause or contribute to a safety condition. Permittee shall not use the road or right of way for a log landing or other loading area.

- 6 -

Permittee shall and does hereby indemnify and save harmless the Township, and all its officers, agents, and employees, from all suits, actions or claims of any character, name or description brought forth or on account of any injuries received or sustained by any person, persons or property during the performance of Permittee's work and prior to the road being repaired.

- 7 -

This Agreement shall become effective upon signing hereof, and shall continue for a period of ninety (90)days, as long as Permittee complies with the terms hereof, or until otherwise terminated in the sole discretion of the Township Supervisors due to a significant unrepaired damage to the roadway in question, without liability on the Township for any early cancellation. Supervisors shall provide written notice of such cancellation at which time termination and inspection procedures shall be instituted as set forth above.

Permittee shall pay a fee of \$50.00 to cover the administrative cost of administering this agreement, and provide a bond (irrevocable letter of credit, or other surety sufficient to the Township) in the amount of \$ _____, (calculated at a rate of \$12,500.00 per mile of paved road and \$6,000.00 per mile of unpaved road) which shall be held by the Township as a guarantee to pay for any necessary repairs. The existence or use of the bond shall not relieve Permittee of any responsibility to pay for damages found by the Township in excess of the bond. This Agreement and rights hereunder shall be contingent upon payment of said bond.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

ATTEST: (Seal)

TOWNSHIP OF CONEMAUGH

Secretary

By: _____
Road Master

Permittee

_____ (company)

Witness

By: _____
,Authorized Representative