

PERRY TOWNSHIP

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**EXCESSIVE ROAD USE MAINTENANCE AGREEMENT
OIL AND GAS WELLS IN PERRY TOWNSHIP, LAWRENCE COUNTY, PA
PERMIT NUMBER: _____**

This Agreement is entered into between **Perry Township**, Lawrence County, Pennsylvania, by its duly elected and qualified supervisors, party of the first part, and:

_____, **Address:** _____ party
_____ party
of the second part (hereafter "Operator").

Whereas, _____ has requested permission to utilize _____ in Perry Township, Lawrence County for the purpose of Oil and Gas well development and said oil and gas well site is situated on the property of
Name: _____, their address being _____.

Whereas, the Operator requests to develop, operate and maintain certain oil and gas wells located in Perry Township, Lawrence County, Pennsylvania, which will involve excessive use and with the combined weight of truck/trucks to exceed the weight limit on the township road/roads maintained by the party of the first part.

Whereas, Perry Township and Operator desire to enter into an agreement for use of said roadways for the purpose of ingress and egress onto adjoining leasehold(s) for excess traffic necessary for the development of oil and gas wells on said leasehold, including construction, drilling, and completion.

Now, therefore, it is hereby agreed by and between the parties as follows:

1. Operator agrees to reimburse Perry Township for any costs, associated with the maintenance of said roadways as a result of Operator's activities, during construction, drilling, operation, and completion of said wells including additional dust suppression when necessary. Perry Township agrees to provide additional maintenance and repair cost estimates to Operator prior to the maintenance and repairs being completed, unless said repairs are of an emergency nature.

2. The portions of Township road(s) and appurtenances shall be maintained, and restored to a level consistent or improved with conditions of said road(s) prior to use by Operator. In the event that the road base is increased in height which causes the road to become elevated higher than originally, the Operator will work with the Township to provide for road edges and berm construction to minimize any steep berms/ditches.

3. The Operator shall have no obligation for maintenance to remedy damage directly resulting from storms or for routine removal of snow and ice.

4. Operator assumes all liability for subcontractors working on Operators behalf.

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5. Township shall advise Operator of the need for excess maintenance, including excess dust control or repair. Operator shall apply excess dust control as needed.

6. Operator shall at Operator's cost and expense, be responsible for hiring and compensating subcontractors to repair damages caused by Operator to Township's roads. No charges for costs or labor shall be paid by Township. Operator agrees to repair Township's damaged roads in an expeditious manner, to ensure that Township's roads are always passable.

7. In the event that the Operator receives an invoice from the Township for an expense incurred and work performed, payment shall be submitted to Township no later than sixty (60) days from the date of the invoice.

8. This agreement shall not prohibit the Township from closing a road to any vehicle or combination in excess of specific weight if such closing is authorized by law and is necessary for safety, or is a temporary closing due to weather conditions.

9. Operator agrees to contact the Township prior to commencement of operations to discuss routes for travel associated with the drilling activity, accidents, traffic, signage, speed signage, safety issues, and continued use. Both parties voluntarily will document the condition of the road(s) and bridge(s) involved through photographs, video and/or road reports.

10. Road(s) shall be resorted within thirty (30) days of completion of operations. However, said road(s) shall remain passable at all times.

11. The Operator and the Township retain the right to terminate their future obligations under this Agreement thirty (30) days after submitting a written notice of intent to terminate. As soon as possible after receipt of such notice, the Township and Operator shall inspect the Township road and appurtenances. Following final inspection all identified restoration shall be conducted. Thereafter, this agreement shall be terminated of no further force and effect.

The Operator shall insure compliance of this Agreement and provide security to the Township that the roads will be returned to their present or a better condition after the operation is completed. A surety bond in the amount of \$ 12,000.00 per each road mile (a road mile includes 0 to 1 mile in length) for road mileage involved and the amount of \$ 50,000 each for bridge/bridges located on said road/roads to be traveled, will be posted with the Perry Township.

Total bond required is \$ _____ This bond will be returned to the Operator upon completion of repairs (if deemed necessary) to said road/roads, bridge/bridges to the satisfaction of Perry Township.

This permit will remain in effect until terminated by either party as hereinafter provided. This agreement shall be binding upon the successors and assigns of the parties hereto and shall be deemed to be a covenant for the township road(s).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this _____ day of _____.

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**SEAL**

**Perry Township Supervisors**

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attest: Township Secretary  
Signature

\_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Supervisor

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**Company Name and Address**

\_\_\_\_\_  
Attest: Company Representative  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

\_\_\_\_\_  
Phone Number

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**Township only:**

Bond in the amount of \$\_\_\_\_\_ has been received on \_\_\_\_\_

Permit expires on: \_\_\_\_\_

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Bond was returned in the amount of \$_____ on _____

Township Representative Signature