

ZONING

320 Attachment 7

**Township of Cross Creek**

**Appendix 4 - Road Use Maintenance Agreement**

This road use agreement (“Agreement”) is by and between \_\_\_\_\_ (hereafter “Operator”), whose address is \_\_\_\_\_ who is the Operator of certain oil and gas wells located in Washington County, Commonwealth of Pennsylvania and Cross Creek Township (hereafter “Township”) whose address is 28 Clark Avenue, Avella, PA 15312, who is the fiduciary of certain common Township Roadways located in Cross Creek Township, Washington County, Commonwealth of Pennsylvania.

WHEREAS, Township and Operator desire to enter into an agreement for the maintenance and repair of said roadways for purposes of ingress and egress onto adjoining leaseholds for excess traffic necessary for the development of oil and gas wells on said leasehold, including construction, drilling, and completion (hereafter “Project”).

The Operator agrees that it will be responsible for excess maintenance costs on all utilized roads. In the event that more than one Operator requires a Road Use Maintenance Agreement, costs for excess maintenance will be prorated based upon the volume of traffic unless circumstances dictate otherwise.

The Operator assumes all liability for its employees, contractors, subcontractors, agents and representatives working on Operators behalf.

The parties agree that roads will be kept open for local traffic at all times. Operator is authorized to undertake and will be responsible for necessary upgrades and/or maintenance, including dust control, from the beginning of the Project until end of the Project. The Operator agrees to maintain roads to a condition at a minimum consistent with that prior to operations. The work shall be in conformance with Township Specifications. Operator will provide proper traffic protection at all times during road maintenance and restoration.

If the Township determines that the Operator is not maintaining or restoring the road promptly, the Township will notify the user in writing, if the Operator then does not promptly perform the required maintenance and restoration, the privileges of this agreement will be revoked until required maintenance and restoration is performed. In the event that the Operator refuses to or is unable to make repairs satisfactory to the Township, the Township may elect to make the appropriate repairs and submit invoices to the Operator upon which payment shall be made.

Operator responsibility shall only extend to road maintenance and restoration. The non-performance of normal maintenance by the Township shall not, under any circumstances, constitute grounds for an offset or credit against the road maintenance or restoration responsibility of Operator. The Operator shall have no obligation for maintenance to remedy damage directly resulting from an act of God, or war.

Parties shall inspect roads and appurtenant structures prior to the commencement of the project confirming the existing roads and appurtenant structure conditions during the project to determine

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if repairs are needed, and upon completion to determine that all agreement obligations have been met. Prior to commencing operations the Operator shall provide, at their sole cost, for the inspection and video documentation of proposed truck routes and a copy must be provided to the township in CD Rom or similar disc format.

The Operator shall, in addition to paying a registration fee, post a \$250,000 cash escrow payment or blanket bond to cover all Township roads that are designated for use or, in the alternative, the Operator shall post a cash escrow payment or a bond in the amount of maximum amount permitted by current PennDOT regulations (Pub. 221) as amended from time to time on all roads that are designated for use and covered by this agreement.

The Township may at any time terminate the privileges authorized by this agreement due to noncompliance by the Operator.

The Operator may terminate this agreement upon 30 days' notice to the Township; provided, however, that all obligations of the Operator under this Agreement as of the date of such termination has been satisfactorily met.

To the extent possible the Operator will cooperate with the Township to minimize the impact of heavy construction phases by:

- \* Controlling noise levels and limiting nighttime road use activities.
- \* Restricting the use of "Jake Brakes<sup>®</sup>" (engine compression brakes) on all Township roads which have residential dwellings.
- \* The Operator further agrees to sustain safe driving instruction to all heavy truck contracts and subcontractors.

This agreement shall be binding upon the successors and assigns of the parties and shall be deemed to be a covenant running with roads listed in this agreement.

Roads covered in this agreement shall be: