

ROADWAY USE AND
MAINTENANCE AGREEMENT

AND NOW THIS _____ day of _____, 2010, it is agreed by and between Wayne County, Pennsylvania, by and through its Board of Supervisors and _____, a duly formed corporation with its principal place of residence at _____, to enter into this agreement regarding the use and maintenance of township roadways necessary for transportation and travel of equipment and personnel to and from oil and gas wells on various leaseholds within the Township;

WHEREAS, _____ (Hereinafter reference to as the "Township") has control and jurisdiction of various Township owned roadways with its boundaries; and

WHEREAS, the _____ (Hereinafter referred to as the "Operator"), is the owner of certain oil and gas leaseholds in Wayne County, Pennsylvania; and

WHEREAS, the Township and Operator are desirous of entering into a formal agreement for the use of Township roadways for the purposes of providing ingress, regress and egress to various leaseholds for which excess traffic and equipment transportation is necessary for the development of said oil and gas wells on said leaseholds, and

WHEREAS, the Township and Operator are desirous of addressing the excess road maintenance costs and expenditures necessary for and incurring from construction,

drilling and completion stages of gas and oil operations utilizing said Township roadways;

NOW THEREFORE, in consideration of a faithful performance of each party of mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as follows:

1. The Operator agrees to provide a sketch or map depiction of those Township roads necessary for the transporting or maintenance and equipment for the operations contemplated prior to the commencement of said operations.
2. After receiving from the Operator a sketch or map of Township roadways contemplated for transportation, the parties agree to jointly inspect the pertinent roadways to determine the road structure, its condition and the existence of any buried utility lines, and to depict any surface characteristics. The parties will prepare a pre-use road inspection report documenting the road conditions and characteristics.
3. The Operator agrees to restore any affected roadway's to a condition equal or better than the pre-use condition of said road(s).
4. In the event that the pre-use condition of any roadway requires or warrants repaving or improvements prior to use, the Operator agrees to match said repaving or improvements to assure safe and capable use by the operator for those loads which are expected to be transported by the Operator's agents, employees or contractors.
5. In the event that the Township incurs additional costs associated with maintenance of said roadway, as a direct result of the Operator's activities(including those of their agents, employees and contractors), including post suppression needed

during peak activity periods, the Township will provide prior notice of such additional maintenance needed, and if possible, obtain a cost estimate, and deliver the same to the Operator.

6. The Operator agrees to reimburse the Township, in a reasonable and prompt period of time, for any additional costs incurred which are associated with and arising from the Operator's activities, but not to exceed forty-five (45) days.

7. Upon conclusion of the drilling activities anticipated by this Agreement, both parties will inspect the roadways utilized and make a determination as to what, if any, improvements need to be performed by the Operator to discharge the obligations required by this Agreement. Both Operator and Township will approve this final report and said report shall be deemed to be a complete list of improvements needed to discharge this Agreement, binding upon all parties.

8. Upon completion of all improvements called for in the final inspection report, the Operator and Township shall sign necessary consent forms approving said final completion in a reasonable and prompt period of time.

9. In the event that future drilling activities occur utilizing the same or part of a Township roadway(s) previously improved by virtue of this agreement, then the future contemplated activities shall cause the provisions of this agreement to resume as if said roadways) were being initially contemplated, with a new pre-use road inspection report, and such follow up requirements as previously herein set forth.

10. The Operator assumes all liability for subcontractors working on the Operator's behalf.

11. Operator recognizes that the Township is bound by certain standards as defined by the Pennsylvania Clean Streams Law and Operator agrees to accept responsibility for any Pennsylvania Clean Streams violations that result from Operators activity.

12. Operator agrees to indemnify, defend, and hold harmless the Township, its officers, and employees from and against any and all liability, actions, administrative proceedings, damages, claims, demands, judgments, losses, cost expenses and fees, including reasonable attorney's fees (collectively, "Losses") resulting from or attributable to the negligence of Operator during activities.

13. Both parties agree that the enforcement of the bonding of said roads upon Operator by Township will result in the nullification of this agreement.

14. This agreement shall be binding upon the successors and assigns of the parties hereto and shall be deemed to be a covenant running with the roads described above. This agreement shall not be transferred or assigned by the Operator without the consent in writing of the Township.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned the

_____, this _____ day of _____, 2010.

TOWNSHIP:

OPERATOR:

_____ Township Supervisors

By: _____

Company Representative

By: _____

By: _____

Company Name

By: _____

IN WITNESS WHEREOF, this instrument has been executed by the undersigned the
_____ day of _____, 2010.

TOWNSHIP:

OPERATOR:

_____ Township Supervisors

Company Name

By: _____

By: _____

Company Representative

By: _____

By: _____

Township road Inspection Report Schedule B

Date: Month Day, Year

Haul Road Agreement (File No.)

Company Representative:

Contact Person:

(print name and sign)

Township Road Inspection Report

Schedule B

Date: Month Day, Year

Haul Road Agreement (File No.)

Company Representative:

Contact Person:

(Print name and sign)

Township Representative: