

PINE TOWNSHIP
ROAD USE AGREEMENT

This agreement entered into on _____, 20____, between:

The Township of Pine, Mercer County, Pennsylvania, hereinafter referred to as
"TOWNSHIP",

AND _____ of _____
Located at the address of _____
In the city of _____, and the state of _____,
hereinafter referred to as ***"USER"***.

WHEREAS, THE TOWNSHIP is responsible for the maintenance and upkeep of
_____ Road, located in the Township of Pine, Mercer
County, Pennsylvania, said road extending from _____
in said Township to _____, also known as US Route /
Twp. Rd # _____ in said Township; and

WHEREAS, the above designated User desires to use portions of
_____ road for the purpose of hauling _____
From property now or formerly owned by _____; and

WHEREAS, It is the desire of the User and The Township to enter into this
agreement for the purpose of placing limitations on the Users right to use the road as well
as providing for security for repairs necessitated by the use of said road;

NOW, THEREFORE, in consideration of the terms and covenants contained
herein, it is hereby agreed as follows:

1. That the User shall have the right to use that portion of
_____ extending from _____
for a period extending from _____ 20__ to _____ 20__.
2. That the use of said road by User shall be limited to such times when
ground over which the road passes is solid and shall not be used during
periods of soft roads which is primarily during thaws.
3. That during the period of time at which the road is being used pursuant to
the Agreement, the Township shall inspect and repair the road as
frequently as deemed advisable and subsequent to repairs, shall bill the
User for all costs incidental to such repairs.
4. That upon receipt of bill setting forth the costs of repairs, the User shall
pay said bill within ten (10) days of sending of said bill.

5. In the event that User should question the amount or the reason for the repairs, he or she may do so by enclosing with his or her payment a statement setting forth the fact that he takes exception to the bill and the reason therefore. No exception may be taken unless payment is timely made.
6. In the event that user should take except on to the amount or purpose of the repairs and in such event upon compliance with payment and notice above set forth the parties hereto shall immediately each select one representative who in turn shall jointly select an independent arbitrator and the issues so presented shall be determined by a majority vote of the representatives selected. The parties hereto hereby electing to waive their right to trial of these issues.
7. In the event that User should default under any of the terms and conditions of this Agreement or fail to pay a statement or statements within the time provided herein, then in such event, the Township shall serve notice upon the User of default, and the User shall not be permitted to use the said road, and any and all equipment and _____ which are located on the _____ property shall remain thereon until payment of the amount required. Said _____ and property of the User shall be deemed to be security for said payment.
8. In the event that it should become necessary to default the User and to take proceedings necessary for the recovery of monies due, then in such event, the User shall be responsible for indemnifying the Township for any and all legal expenses incident to the collection of said monies.

This Agreement entered into the date above set forth. Intending to be legally bound hereby.

APPLICANT SIGNATURE

TELEPHONE

PINE TOWNSHIP BOARD OF SUPERVISORS

Chairman