ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at Carrollton, Ohio, by and between Carroll County, a political subdivision, whose mailing address is 119 S. Lisbon St. Suite, Carrollton, Ohio 44615 (hereafter "Authority"), and _____, whose address is _____ (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Name Township, in Carroll County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator intends to develop and operate the [PIPELINE NAME], including the equipment and pipelines necessary for the operation of the [PIPELINE NAME] (hereafter collectively referred to as "oil and gas development site") located in Name Township, in Carroll County, Ohio; and

WHEREAS, Operator intends to commence use of #.# miles of CR/TR ## (Name Road NE/NW/SE/SW) and #.# miles of CR/TR ## (Name Road NE/ NW/SE/SW) for the purpose of ingress to and egress from the [PIPELINE NAME], for traffic necessary for the purpose of construction, and completion operations of the [PIPELINE NAME] (hereinafter referred to collectively as "Pipeline Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR/TR ## (Name Road NE/NW/SE/SW), to be utilized by Operator hereunder, is that exclusive portion beginning at _____*(route description here ending at the intersection of CR/TR)*. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ## (Name Road NE/NW/SE/SW) for any of its Pipeline Activities hereunder.

2. The portion of CR/TR ## (Name Road NE/NW/SE/SW), to be utilized by Operator hereunder, is that exclusive portion beginning at _____*(the intersection of CR/TR ending at the oil and gas development site)*_____ wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ## (Name Road NE/NW/SE/SW) for any of its Pipeline Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Carroll County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. Consistent with Ohio Attorney General's Opinion No. 2012-029, any work performed to public roads under this agreement shall constitute a public improvement and therefore Operator may be required to pay prevailing wages according to Ohio Revised Code Sections 4115.03 through 4115.16 to all contractors and subcontractors employed in the construction of this improvement.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Operator agrees at its expense that it will videotape, photograph, and document the existing condition of the roadways and bridges. The County Engineer and an Engineer representing Operator will review the existing conditions and mutually will agree to any upgrades. The plans to upgrade the road will be prepared by the operator's registered professional Engineer, licensed in the State of Ohio, and approved by the Carroll County Engineer prior to the commencement of any work performed.

Unless excepted by the County Engineer, prior to the Pipeline Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than _____0_____ & 00/100 DOLLARS ($_____0_____.00) per mile.

7. This agreement is entered in to as a condition to the issuance of permits to the Operator for the Pipeline Activity on the Route, and Operator shall receive from Authority such permits to be effective during the term of this Agreement, unless suspended as outlined below. In the absence of such permits, all motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. During pipeline activity on any of the roads covered by this agreement, the Operator, its contractors, subcontractors and all respective agents, employees, representatives, etc. shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. DAMAGES AND REPAIRS:
If any county or township road is damaged by Operator, its contractors, subcontractors or their respective employees, agents, representatives, etc., Operator shall promptly repair such damage. Operator and Authority shall rely upon applicable Ohio Department of Transportation's Construction and Material Specifications latest edition and any applicable County specification to determine whether the repair has been performed in accordance with standards set forth therein. Subject to considerations of safety, the presence of emergency conditions, and the cost of such repairs, any repair and restoration shall commence and be completed promptly by Operator. Following completion of such repair, the County Engineer and Operator shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the County Engineer.

FAILURE TO REPAIR:
If Operator fails to repair any damage to county or township roads and bridges as required by any portion of this Agreement, the County Engineer may request in writing that Operator perform such repair. If Operator fails to commence such repairs within ten (10) days of such written notice or fails thereafter to maintain reasonable progress in the performance of such repairs, then Authority may suspend all Operator's permits on county and township roads.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Pipeline Activity whatsoever.

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on _____, 201___.

Executed in duplicate on the dates set forth below.

Authority	**Operator**
By: _____	By: _____
Thomas A. Wheaton, Commissioner	
By: _____	Printed name: _____
Robert E. Wirkner, Commissioner	
By: _____	Company Name: _____
Jeffery L. Ohler, Commissioner	
By: _____	Title: _____
Brian J. Wise P.E., P.S., County Engineer	
Dated: _____	Dated: _____

Approved as to Form: _____
County Prosecutor

Appendix A

Operator shall be required to:

1) Provide for videotaping of the road prior to Pipeline Activity.
2) Maintain CR/TR during Pipeline Activities for those damages caused by said Pipeline Activities.
3) Reimburse the Authority for any emergency maintenance of the road that presents a danger to the public during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.

Authority shall:

1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity.
2) For any maintenance work related to Pipeline Activity that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
3) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.