



4. emergency work performed under this agreement shall be completed within 30 days of Operator's notice of section to Township.
5. If the Township performs the work, the Operator shall submit payment to the Township for performance of work within 60 days from the date of invoice.
6. This Agreement shall not prohibit the Township from closing a highway to any vehicle or combination if such closing is authorized by law and is necessary for safety or is a temporary closing due to climatic conditions or an act of God or war.
7. The Operator and the Township retain the right to terminate their future obligations under this Agreement 30 days after submitting a written notice of intent to terminate. As soon as possible after receipt of such notice the Township and the Operator shall inspect the Township roads and appurtenances. Following final inspection all identified restoration shall be conducted. Thereafter, this agreement shall be terminated and of no further force or effect.
8. Operator agrees it will protect and save and keep Township harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Operator or those holding under, and Operator will at all times protect, indemnify and save and keep harmless the Township against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of Operator or those holding under Operator.
9. Both parties agree that the enforcement of the bonding of said roads upon Operator by Township will result in the nullification of this agreement.
10. 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.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned the \_\_\_\_\_ Day of October, 2009.

TOWNSHIP

Lemon Township

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

OPERATOR

Chesapeake Appalachia, LLC

By: \_\_\_\_\_  
Brad Wittrock, Field Superintendent