

Temporary Access Agreement

1. This access agreement (Agreement) between the landowner, The Bethlehem Authority (BA), and the road contractor (Operator), **Bob Snyder**, who is under contract with the Pennsylvania Game Commission (PGC), grants temporary access to the Operator across the landowner's property in Tunkhannock Township, Monroe County, PA, for the sole purpose of delivering stone and equipment to State Game Lands No. 038, in accordance with the following terms and conditions:
 - A. Prior to hauling, the Operator shall apply 20 tons of AASHTO 1 stone (2 ½" - 4") to the haul road entrance at Kuhenbeaker Road. A dozer will be required to level and grade stone.
 - B. Gates are to be kept closed and locked at all times except when the Operator is present on the site. The BA gates off Kuhenbeaker Road and Hysie Gap Road must be locked from dusk until dawn.
 - C. Once hauling begins the Operator will apply stone to the haul road as necessary to sustain heavy hauling and maintain the road in "as is or better" condition. This will be at the discretion of the BA. Particular attention must be given to the area where the haul/access road crosses over the BA water transmission line.
 - D. If the haul road becomes wet and/or muddy in the opinion of the BA, all road use will be suspended until working conditions are judged favorable.
 - E. No woods operation will be permitted on the following days for the period of this contract:
 1. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
 - F. Staging/storing stone or equipment on BA property is prohibited.
 - G. Upon conclusion of operations, a road grader or a bulldozer with a six-way blade will be required for final grading. The operator will crown, ditch, and stone rake all required haul roads and all other roads that have been used to a minimum 12' running surface or to the roadway original width, whichever is wider. Ditches and other drainage structures must be opened and re-established where needed. The road must also be crowned to drain all water into the ditches and culverts. All piles of surface side cast shall be graded level by feathering it back into the road berms and/or road surface during final grading. Road berms will be graded to a mowable contour.

- H. Immediately after final grading, the Operator will apply seed and straw mulch to any disturbed areas adjacent to the haul road to the specifications of the PGC contracted road improvement project.
- I. This agreement will take effect upon execution and remain in effect for the duration of the PGC Road Project Contract as well as any contract extensions.
- J. BA and PGC Staff will monitor and inspect all activity on BA property and if requirements of this Agreement are not complied with, all activity on BA property will cease until such time that compliance is attained.
- K. The Operator shall at all times hereafter indemnify and hold harmless the landowner from and against any and all detriment, damages, leases, claims, demands, suits, costs, and expenses not herein provided for which the landowner may suffer, sustain, or be subjected to, directly or indirectly, by reason of this Agreement.
- L. The Operator will also carry and maintain comprehensive general liability insurance including having the Lessor named as an additional insured, providing minimum limits of \$1,000,000 for personal injury. Lessor shall, prior to any Lease year, provide Lessee with a Certificate of Insurance with the foregoing coverage.
- M. Prior to commencing any hauling, Operator will provide a Performance Guarantee of \$1,500.00, (One Thousand, Five Hundred and 00/100 Dollars), payable to escrow account of the BA to insure satisfactory completion of all conditions of the Agreement. In the event that Operator fails to meet the terms of this Agreement resulting in damages or expenses to BA, BA shall apply Performance Guarantee toward such costs and provide timber operator with a statement of such disbursement, together with any remaining funds. If the terms of this Agreement are successfully completed, the Performance Guarantee shall be returned to timber operator.

2. Signatures

Landowners (BA): _____ Date:

Operator (Bob Snyder): _____ Date: