

WHEREAS, Operator agrees it will protect and save and keep Borough 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 Borough 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.

WHEREAS, should Operator breach this Agreement, and should Borough incur expenses to enforce this Agreement, and should a judgment be entered against Operator for a breach of said Agreement, Operator agrees to reimburse Borough for all expenses incurred in enforcing this Agreement, including but not limited to attorney's fees and court costs.

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

WHEREAS, 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 August, 2010.

BOROUGH

Laceyville Borough

By: _____

By: _____

By: _____

OPERATOR

Chesapeake Appalachia, LLC.

By: _____
Brad Wittrock, Field Superintendent