TEMPORARY ROAD USE AGREEMENT

between

MICHIGAN TECHNOLOGICAL UNIVERSITY
Houghton, Michigan

and

---------------------------------

Grantee _____  Grantor _____
## ROAD USE AGREEMENT

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Terms and Conditions</td>
<td>2</td>
</tr>
<tr>
<td>2.0 Consideration</td>
<td>2</td>
</tr>
<tr>
<td>3.0 Billings</td>
<td>3</td>
</tr>
<tr>
<td>4.0 Road Restrictions</td>
<td>3</td>
</tr>
<tr>
<td>5.0 Maintenance</td>
<td>3</td>
</tr>
<tr>
<td>6.0 Damages</td>
<td>4</td>
</tr>
<tr>
<td>7.0 Liability and Indemnity</td>
<td>4</td>
</tr>
<tr>
<td>8.0 Default</td>
<td>4</td>
</tr>
<tr>
<td>9.0 Insurance</td>
<td>4</td>
</tr>
<tr>
<td>10.0 Arbitration</td>
<td>5</td>
</tr>
<tr>
<td>11.0 Notices</td>
<td>5</td>
</tr>
<tr>
<td>12.0 Assignment</td>
<td>6</td>
</tr>
<tr>
<td>13.0 Termination</td>
<td>6</td>
</tr>
<tr>
<td>14.0 Miscellaneous</td>
<td>6</td>
</tr>
<tr>
<td>Schedule “A”</td>
<td>7</td>
</tr>
<tr>
<td>Schedule “B”</td>
<td>8</td>
</tr>
<tr>
<td>Schedule “C”</td>
<td>9</td>
</tr>
<tr>
<td>Certificate of Compliance</td>
<td>10</td>
</tr>
</tbody>
</table>

Grantee _____  Grantor _____
ROAD USE AGREEMENT

This agreement made this ___ day of____________________, 20.  

Between:

MICHIGAN TECHNOLOGICAL UNIVERSITY  
Houghton, Michigan  
(hereinafter referred to as “Grantor”)   

-and-   

______________________________________________________________  
______________________________________________________________  
(hereinafter referred to as “Grantee”)   

The Grantor hereby extends without warranty of any nature to the Grantee the nonexclusive right to use that portion of the Grantor’s road as indicated on Schedule “B” (hereinafter referred to as the “Road”) for the purpose described in Schedule “A” on the below terms. Grantee’s use shall be limited to those uses set forth in Schedule A and for no other purpose.

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

I.0 Terms and Conditions

1.1 This Agreement, including any attached Addenda of the following Schedules which are incorporated herein and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

   Schedule “A” - Purpose and Rates  
   Schedule “B” - Plan of Road  
   Schedule “C” - Field Contacts and Additional Terms

2.0 Consideration

2.1 The Grantee agrees to pay the Grantor the sums as set forth under the heading “Consideration” in Schedule “A”.

3.0 Billings

3.1 The Grantor shall invoice the Grantee at monthly intervals or as the Grantor may desire (in advance, quarterly, annually, etc.) and the Grantee shall submit payment in the manner described on the invoice(s).

3.2 The Grantor shall be entitled to charge interest on any amounts that remain outstanding for more than thirty (30) days after the Grantee’s receipt of the invoice. Interest shall be paid at the rate of five (5) percent per annum on the outstanding balance from the date of the invoice until the day it is paid and shall be due immediately on the 31st day.

Grantee _____  Grantor _____
4.0 **Road Restrictions**

4.1 The Grantor reserves to itself the exclusive control and operation of the Road and the Grantee shall observe all load limits, speed limits, road bans, closures and restrictions on use imposed by the Grantor.

4.2 The Grantor shall endeavor to notify the Grantee when anticipated closures or restrictions are to be imposed but failure to notify shall not excuse Grantee from complying with the same.

4.3 The Grantor shall not be liable for any loss or damage occurring to the Grantee as a result of the imposition of the said limits, bans, closures and restrictions or of the failure to give reasonable notice thereof to the Grantee.

4.4 The Grantor reserves the right to control all entrances to and all use of said Road and to control the location of signs and culvert installations. If Grantor places gates Grantee will be provided a key and shall keep all gates closed and locked immediately after passage.

5.0 **Maintenance**

5.1 Notwithstanding anything herein contained the Grantor does not make any representation or warranty as to the suitability or fitness of the Road for Grantee's intended use nor does the Grantor assume any obligation to maintain the Road in useable condition.

5.2 Upon written approval from the Grantor, the Grantee may upgrade the Road. All improvements and upgrades shall be performed only in accordance with Grantor's approval and upon terms acceptable to Grantor. The entire cost of such upgrades, together with any incremental costs of maintaining the Road in its upgraded state or abandoning and reclaiming the Road, shall be borne solely by the Grantee. The Grantor shall have the right to enter upon the Road at its discretion to effect such maintenance and repairs as it deems appropriate for its use, and to unlimited use, and the Grantor shall not be responsible or liable to compensate the Grantee for any loss, injury, damage, inconvenience or annoyance suffered therefrom.

5.3 Where the Grantor has no need to maintain roads the Grantee undertakes and agrees that maintenance of the Road shall be the responsibility of the Grantee.

6.0 **Damages**

6.1 The Grantee agrees that if any damage or destruction to the Road results from the exercise by the Grantee or its servants, agents, employees, contractors and subcontractors of the rights herein granted the Grantee shall, at the Grantor's request, restore the Road to its previous condition. If the Grantee fails to comply with such instruction within a reasonable time to be determined by the Grantor, the Grantor may restore the Road to its previous condition at the expense of the Grantee. In such event, the Grantee will reimburse the Grantor the Grantor's costs of the restoration within thirty (30) days of receiving the Grantor's invoice.
7.0 Liability and Indemnity

7.1 The Grantee shall use the Road entirely at its own risk and shall be liable for and assumes the risk of any loss, damage or expense suffered by the Grantor, the Grantee or any third person as a result of the use of the Road by the Grantee, its employees, agents, contractors or subcontractor.

7.2 The Grantee shall hold harmless and indemnify the Grantor against all liability, actions, proceedings, claims, demands, judgements and costs (including actual attorneys fees incurred in defending against the same) suffered by the Grantor resulting from or arising out of the use of the Road by the Grantee, its employees, agents, contractors or subcontractors, including all claims for bodily injury or death to any person or persons resulting from or arising out of Grantee’s use of or activity on the road unless such injury or damage is a direct result of the willful misconduct of the Grantor, its employees, agents, servants, contractors or subcontractors.

8.0 Default

8.1 If the Grantee is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the Grantor to remedy such default, the Grantor may without limiting any other remedies it may have terminate this Agreement and the Grantee shall be deemed to have forfeited any and all rights hereunder.

9.0 Insurance

9.1 It shall be the responsibility of the Grantee to maintain and keep in force during the term of this Agreement (and if on a claims made basis for three years after termination) liability insurance protecting against any liability for bodily injury or property damage occurring on the Road or as a result of Grantees use thereof in the following policy limits with insurers acceptable to Grantor:

(a) Bodily injury: $250,000 single limit or $100,000 per person and $250,000 per occurrence

(b) Property damage: $100,000.

9.2 The Grantor shall be named as an additional insured on such policy with respect to any claim arising out of or in connection with Grantee’s use of the road. Grantor will be provided proof of such insurance annually.

9.3 Grantee shall also maintain in force workers disability compensation and employees liability insurance coverage as required by Michigan law.

9.4 The Grantee shall assure that any of its contractors and agents using the Road maintain insurance as required above.

10.0 Arbitration

10.1 If the Grantor and the Grantee cannot agree on the resolution of any dispute pertaining to this Agreement the resolution shall be made in the first instance by a reputable person to be mutually agreed upon by the parties to this Contract. If either party is unwilling to accept the decision of such chosen person an arbitration board of three persons, one to be selected by each party to this Contract, and the third to be selected by the first two members of said board will render a final decision. All costs of arbitration shall be shared equally by the parties.
11.0 Notices

11.1 Notices and invoices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

GRANTOR: _____________________
Bus: (____)
Fax: (____)
e-mail: _____________________
Attention: _____________________

GRANTEE: _____________________
Bus: (____)
Fax: (____)
e-mail: _____________________
Attention: _____________________

11.2 Either party may, from time to time, change its address for service by giving written notice to the other party.

11.3 Any notice, invoice or other communication shall be deemed to be received by the addressee for all purposes hereunder if delivered personally, or electronically transmitted, on the first business day following delivery or transmission and, if mailed, on the fourth business day following the day on which it was mailed if such mailing is not returned as undeliverable.

11.4 In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

12.0 Assignment

12.1 This Agreement is not assignable in whole or in part by Grantee but Grantor may convey or assign its rights in the property or the roadway at any time without the consent of Grantee.

13.0 Termination

13.1 Notwithstanding any provision to the contrary herein contained, this Agreement may be terminated upon thirty (30) days written notice given by either party to the other. Upon termination all applicable rights and obligations as between the Grantor and the Grantee shall terminate except for those rights acquired or obligations incurred prior to the effective date of termination.

13.2 Grantor shall inspect the Road upon termination of this Agreement and shall notify Grantee of any damage to the Road, excluding normal wear and tear, which shall be repaired in accordance with Clause 6.0.

13.3 Upon termination the Grantee shall, if Grantor so requests, remove all culverts, installations and fixtures on the Road placed for Grantee’s purposes. If they are not removed within thirty (30) days of such a request, the Grantor shall have the right to remove the same and the Grantor shall invoice the Grantee the actual cost thereof plus a reasonable administration charge which amounts will be paid by Grantee immediately.

Grantee _____  Grantor _____
14.0 Miscellaneous

14.1 No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing. A waiver by a party of any breach shall not limit or affect that party’s rights with respect to any other or future breach. This agreement does not create any agency, joint venture or other relationship between Grantor and Grantee nor is it intended to benefit any third party or third party beneficiary. Grantee does not by reason of this agreement obtain any interest in the roadway or underlying property but merely the terminable right to use the road.

14.2 This Agreement, as amended from time to time by agreement in writing of the parties, shall be the entire agreement between the Grantor and the Grantee as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Agreement.

Grantor: Signature: Date:

Grantee: Signature: Date:

Grantee _____ Grantor _____
SCHEDULE “A”

PURPOSE AND RATES

Addendum #

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated and made between ________________, as Grantor and ________________, as Grantee.

Effective Date __________________________

PURPOSE OF USE:
9   Timber hauling
9   Other (describe)

CONSIDERATION:

Grantor:  Signature:  Date:  

Grantee:  Signature:  Date:

Grantee _____  Grantor _____
SCHEDULE “B”

PLAN OF ROAD

Addendum #

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated and made between ________________________________ as Grantor and , as Grantee.

Effective Date

Grantee _____  Grantor ____
SCHEDULE “C”

FIELD CONTACTS AND ADDITIONAL TERMS

Addendum #

Attached to and forming part of a MASTER ROAD USE AGREEMENT dated and made between ________________________________ , as Grantor and ________________________________ , as Grantee.

Effective Date ____________________________

Grantee shall provide Grantor with 48 hours notice prior to commencement of the intended activity. Grantee shall comply with any reasonable conditions imposed by Grantor’s field representative.

GRANTORS FIELD REPRESENTATIVE ADDRESS:

Company
Address

Phone: ____________________________
Fax: ____________________________
Attention: ____________________________

GRANTEES FIELD REPRESENTATIVE ADDRESS:

Address

Phone: ____________________________
Fax: ____________________________
Attention: ____________________________

ADDITIONAL TERMS:

Grantee _____  Grantor _____
CERTIFICATE OF COMPLIANCE

(Grantee’s name & address)

Master Road Use Agreement No.: __________________________ dated ________________

Addendum No.: __________________________

_____________________________ certifies that the conditions set forth in the above agreement
have been fulfilled as of _________________. The subject lands are ready for
Grantor’s final inspection.

Status:

D&A as of:

Producer as of:

Shut in as of:

Other:

Maintenance billings, if applicable, shall be in accordance with subject Addendum Schedule “A”.

Signature:

Title:

Grantee _____  Grantor _____