



BORROW AND/OR WASTE AGREEMENT

COUNTY	STATE ROUTE	SECTION	LOCATION OF BORROW AND/OR WASTE
NAME (S) OF PROPERTY OWNER (S)			ADDRESS(ES)

THIS AGREEMENT, made this _____ day of _____, (yr) _____
 by between _____
 _____ hereinafter called "Contractor" and _____
 hereinafter called "Property Owner", who agree as follows:

1. That Property Owner is the owner of record of a certain parcel or tract of land situate

(LOCATION AND DESCRIPTION OF LAND)

2. That for and in consideration of the payment of the sum of one (\$1.00) dollar, the receipt of which hereby acknowledged and for other good and valuable considerations, the Property Owner does hereby license and permit the Contractor, its agents, representative, and employees to enter upon, use and occupy the above mentioned parcel or tract of land for the purpose of excavating borrow therefrom and/or depositing waste materials thereon in connection with Contractor's above indicated State highway construction project, and further agrees to the conditioning of the land as provided for in Item 3 below.

3. Contractor agrees, upon completion of the said State Highway construction project, to do the following work in a manner satisfactory to the property owner and the Pennsylvania Department of Transportations Engineer or his duly authorized representative: (a) the borrow and/or waste area covered by this agreement shall be cleaned of debris and left in a well-graded and drained condition (b) the borrow and/or waste area covered by this agreement shall be reasonably contoured, prepared, limed, fertilized, seeded and mulched with formula and at rates typical for the project, for appearance and slope stabilization; and (c) the borrow and/or waste area covered by this agreement shall be free of all surplus and objectionable materials.

4. Upon completion of the work to be performed by Contractor, the Property Owner hereby release and forever discharges the Commonwealth of Pennsylvania, the above-named Contractor, their agents, representatives and employees, from any and all claims for damages arising or incurred by virtue of said Contractor's entry, use and occupancy of the above-mentioned parcel or tract of land, pursuant to the terms of this agreement.

IN WITNESS WHEREOF, these presents have been executed, attested and sealed by the parties hereto and/or their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

WITNESS:

PROPERTY OWNER (S)

By _____ (SEAL)

By _____ (SEAL)

By _____ (SEAL)

ATTEST:

(Name of Contractor)

By _____
(Title)

(SEAL)