

ROAD BOND

KNOW ALL MEN BY THESE PRESENTS, that We,
_____, _____,
as Principal ("Principal"), and _____ as Surety ("Surety"),
are held and firmly bound unto the Town of Franklinville, 11 Park Square, Franklinville,
NY 14737 ("Township"), in the sum of _____
(_____) DOLLARS, lawful money of the United States of America, to be paid to
Township for the use of Township's roads referenced below, to which payment well and
truly to be made, we bind ourselves for and in the whole, our and each of our heirs,
executors, administrators, and assigns, jointly and severally, firmly by these presents.
Sealed with our seal and dated this _____ day of _____, in the
year _____.

The conditions of the obligations are that the Principal shall pay to Township for
the use and travel upon the following roads owned by Township:

with the understanding that if said roads are returned to their original condition after the
use thereof by the Principal (using the exact replacement material of which said road
surfaces consist, as well as necessary installation and/or repair methods which may be
required to return said roads to their original condition), the _____ bond and
obligation shall be void; otherwise, said bond and obligation shall remain in full force

and effect until all damages are paid which are caused by log hauling on said roads by the Principal. Township's Engineer shall inspect and take pictures of said roads before and after the use thereof by the Principal, and to the extent that damages are caused by the Principal, the same shall be paid upon demand thereof.

The use of said roads by the Principal for log hauling shall commence _____, and shall end _____. The payment of any bond money to repair said roads shall be based upon the report of the Township's Engineer verifying the costs to repair said roads. Upon Township's Engineer reporting that said roads have been restored to their original condition, or that said roads were not damaged by log hauling performed by the Principal during the term of this Bond, this Bond will then be of no further force and effect.

If the Principal and/or Surety fail to keep any promise under this Bond, The Principal and Surety authorize and empower any attorney of any court of record within the United States or elsewhere to appear for Township and confess judgment against the Principal and Surety in its favor in an amount up to _____, for damages caused to the roads subject to this Bond by the Principal during the term of this Bond, as determined by Township's Engineer, as often as necessary, as of any term, with or without declaration filed, without stay of execution, and without presentation for such sum or sums as may be payable, together with costs of suit and attorney fees, and with release of all errors; Principal and Surety waive inquisition on any real estate and exemption of any property whatsoever, and authorize condemnation of same and immediate issuance of a Writ of Execution, or exemption, and release and waive relief from any and all appraisement, stay of execution, or exemption laws of any state or

nation, now in force or hereinafter to be passed, to the extent such statutes may be waived.

SEALED AND DELIVERED IN THE
PRESENCE OF:

(Principal)

By: _____

(Surety)

By: _____
, Attorney in Fact