

NORTH SHENANGO TOWNSHIP  
CRAWFORD COUNTY, PANNSYLVANIA  
**AGREEMENT CONCERNING FILL, RELEASE AND INDEMNITY**

BACKGROUND: The undersigned desires to obtain fill from North Shenango Township which the Township has obtained from cleaning out roadside ditches and waterways and the Township agrees to deliver such fill to the undersigned on the condition that the undersigned will agree to perform whatever action is necessary and appropriate to implement proper erosion and sedimentation control measures and to comply with any applicable laws and regulations and to release the Township from all claims which may arise from or on account of the delivery of said fill.

AGREEMENT: For and in consideration of the receipt of fill from North Shenango Township as referred to above, the adequacy of which is acknowledged, the undersigned, intending to be legally bound hereby, agrees as follows:

1. *Responsibility for Proper Use of Fill:* The undersigned acknowledges that he/she is responsible for and will provide for and implement proper erosion and sedimentation control measures with respect to the use and placement of said fill as may be required by, in conformity with and so as not to violate any applicable local, state and federal laws and regulations such as, but not limited to regulations relating to waterways, and streams, floodplains, soil conservation, wetlands, etc. The undersigned also releases the Township from any and all responsibility for the proper use and placement of said fill.

2. *Release and Indemnity:* The undersigned do/does for himself/themselves, their spouse, personal representatives, heirs, successors and assigns, forever release and discharge and agree to defend indemnify and save harmless North Shenango Township, its officials, officers, agents, servants and employees and any other persons or entities acting with or on behalf of the Township (Released and Indemnified Parties) of and from any and all claims, liabilities, actions and demands of any and all natures whatsoever, including but not limited to any and all claims for property damage, bodily injury, penalties or equitable relief which may arise from or be in any way related to any acts or injury, penalties or equitable relief which may arise from or be in any way related to any acts or omissions of the Released and Indemnified Parties relating to providing and delivering fill to the undersigned.

**CAUTION: This instrument contains a Release of all Possible Claims, Duty to Defend and is a legally binding instrument. Read it carefully before signing.**

*In Witness Whereof*, I/we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Witness**

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OWNERS NAME & ADDRESS:

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PHONE #:

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DIAGRAM OF PROPERTY (FOR PLACEMENT OF DIRT):