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MAY 13 2020

CRANBERRY TOWNSHIP
ENGINEERING DEPT.

AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction (Temporary Easement) granted and made this 14 day of MAY, 2020 by and between Foxmover H.O.A having an address of 21 Stockton Ridge, Township of Cranberry, Commonwealth of Pennsylvania hereinafter called the Grantor(s)

AND

The **TOWNSHIP OF CRANBERRY** of 2525 Rochester Road, Cranberry Township, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and located in the County of Butler in said Commonwealth hereinafter called the Grantee.

WHEREAS, the Grantor(s) is the owner of Parcel No. 130.S34.CA, Township of Cranberry, County of Butler and Commonwealth of Pennsylvania as recorded in the Recorder of Deeds Office of Butler County Instrument Number 20031300004218.

WHEREAS, the Grantee desires to reconstruct, improve Ehrman Road by installing road improvements including a proposed roundabout and

WHEREAS, the Grantor(s) is willing to grant and convey to the Grantee the right to use a portion of the Grantors' property during the reconstruction of Ehrman Road and

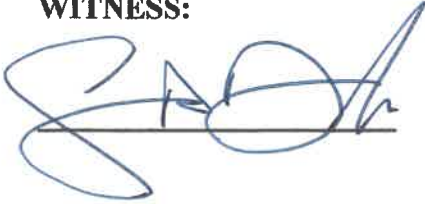
WHEREAS, the Grantee has had Herbert, Rowland & Grubic, Inc. prepare construction drawings, right-of-way drawings and legal descriptions for the reconstruction and improvements to said Ehrman Road dated March 2020 attached hereto as Exhibit "A" (Drawing No. EASE-01 Sheet 1 of 1).

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Grantor(s) hereby grant to Grantee a Temporary Easement as described in the Exhibit "A" and as shown on said plans attached hereto and incorporated herein for the purpose of reconstructing Ehrman Road.
2. During said reconstruction period, Grantee agrees to maintain liability insurance against liability to claims of bodily or personal injury and property damage in an amount not less than \$500,000.00.
3. Grantee agrees to indemnify Grantors for any liability for claims of bodily or personal injury or property damage relating to Grantee's use of said Easement other than for liability occurring on account of Grantors' negligence.
4. Upon the completion of the reconstruction of Ehrman Road, Grantee agrees to restore the lawn and landscaping disturbed within the Temporary Easement to the condition that existed prior to the reconstruction of Ehrman Road to the extent reasonably possible.
5. All rights in this Temporary Easement will terminate upon the completion of improvements to Ehrman Road where located on the Grantors' property.
6. This Temporary Easement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, for themselves, their successors and assigns, have executed this Temporary Easement the day and year first above written.

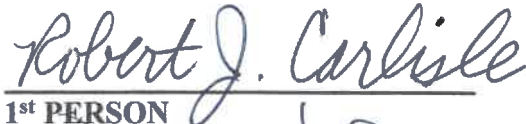
WITNESS:



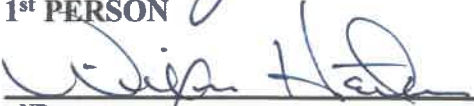
ATTEST:

Jerry A. Andree
Township Manager/Secretary

GRANTOR:



1st PERSON



2ND PERSON

GRANTEE:

Richard M. Hadley
Chairman, Board of Supervisors
TOWNSHIP OF CRANBERRY