

GRANT OF UTILITY EASEMENT

MADE this _____ day of _____, 2022, **between EHRMAN, LP**, a Pennsylvania limited partnership with offices at 2500 Eldo Road, Monroeville, PA 15146 (herein “Grantor”), and the **TOWNSHIP OF CRANBERRY**, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania having an address of 2525 Rochester Road, Cranberry Township, Pennsylvania (herein “Grantee”). Grantor and Grantee are sometimes referred to herein each individually as a “Party” and collectively as “Parties”.

WITNESSETH:

The Grantor, for and in consideration of the sum of One Dollar (\$1.00), unto it well and truly paid at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and subject to the conditions included in this utility easement agreement (this “Agreement”), grants, bargains and sells to the Grantee, its successors and assigns, a permanent easement and right-of-way to lay, install, maintain, repair, replace and remove a water line or lines, together with all other appurtenances thereto (the “Improvements”), under, over, across and through the Grantor’s land as hereinafter described (the “Easement”).

TOGETHER with the right of free ingress and egress upon Grantor’s land to the Grantee, its successors and assigns to lay, install, maintain, repair and remove the Improvements, including the right of the Grantee to excavate, remove trees and undergrowth and all other objects interfering with the laying, installing, maintaining, repairing and replacing and removing said Improvements.

The land affected by this Easement is located at 2000 Ehrman Road in Cranberry Township, Butler County, Pennsylvania, is known as Tax Parcel 130-4F106-5FA-0000, and is more particularly described in the deed to the Grantor recorded in the Recorder’s Office of Butler County in Deed Book Volume 2010, Page 7150 (“Grantor’s Property”).

The location of the Easement is depicted as “Permanent Utility Easement” on the plan attached hereto as Exhibit “A” and is described more fully in the legal description attached hereto as Exhibit “B”. Exhibit “A” and Exhibit “B” are incorporated herein and made a part hereof.

TO HAVE AND TO HOLD said Easement unto said Grantee, its successors and assigns forever.

Grantee shall ensure that its work shall be performed in a good and workmanlike manner

and in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, codes and regulations, as amended from time to time, of all governing authorities having jurisdiction and shall bear and promptly pay, without the imposition of any liens (including, without limitation, mechanic's or materialmen liens) or charges on or against all or any portion of Grantor's Property, all costs and expenses of construction and maintenance of the Improvements.

Grantee shall promptly restore the surface of the Grantor's Property where disturbed to grade, and will restore pavement and driveways and plant ground cover equivalent to and in substantially the same condition as that existing prior to construction or other work permitted pursuant to the terms of this Easement, all at Grantee's sole expense. Upon request and without cost to Grantor, Grantee shall provide to Grantor as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement.

Grantee shall cause "Ehrman, LP" and "Sheetz, Inc." to be named as certificate holders on those insurance policies that it and/or any parties performing work on the Grantor's Property, maintain in connection with the work described in this Agreement, which insurance coverage(s) shall be sufficient to protect the interests of Ehrman, LP and Sheetz, Inc. Grantee shall provide Grantor and Sheetz, Inc. with certificates of insurance for said policies naming them as certificate holders prior to the commencement of the work described herein.

Grantee, on behalf of itself, its employees, agents, contractors, and assigns, shall release, indemnify, defend and protect and save harmless Grantor and Sheetz, Inc., and their respective agents, employees, tenants, invitees, heirs and assigns (collectively, the "Indemnified Parties"), from any and against all claims (including mechanics lien claims), demands, liabilities, damages, costs and expenses, including without limitation, court costs and reasonable attorney's fees, resulting from any and all (i) loss of life or property and/or injury or damage to the person or property of any person, firm, corporation, or entity related to the Easement and rights granted herein and Grantee's use and exercise thereof, (ii) interference with Grantor or Sheetz, Inc.'s use of and/or operations at Grantor's Property, except as expressly permitted in this Agreement, (iii) negligent and willful acts of Grantee, and (v) failure of Grantee to comply with the terms of this Agreement.

In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing Party in any such dispute shall pay the prevailing Party's reasonable attorneys' fees and costs incurred. In the event of any arbitration, the fees of the arbitrator and the costs of arbitration shall be paid by the non-prevailing Party. In the event that neither Party wholly prevails, the court or arbitrator, as applicable, may apportion the cost and fees as the court or arbitrator deems appropriate.

The Grantor for its successors and assigns, covenants with the said Grantee, its successors and assigns, against all lawful claimants the same and every part thereof to Warrant and Defend.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the due execution hereof the day and year first above written.

ATTEST:

GRANTOR:

EHRMAN, LP,
a Pennsylvania limited partnership

By _____

Print Name _____

Title _____

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared _____, who acknowledged being the authorized representative/owner(s) of the subject property and that as such representative/owner(s), executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

SEAL

My Commission Expires:

Exhibit "A"

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Drawing No. EXH

Exhibit “B”

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**Legal Description
For
Utility Easement – Ehrman Road Widening
Parcel B: 130-4F106-5FA-0000**

ALL THAT CERTAIN strip of land situates in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being a strip of land as conveyed to Ehrman, LP as recorded in Instrument numbered 201007150015621, being known as Lot No. 1 of the Century Business Park Subdivision Plan as recorded in Plan Book Volume 331, Page 47, being shown on a plan titled “Utility Easement Exhibit for Ehrman Road Widening” prepared by Herbert, Rowland & Grubic, Inc., dated December 2021, said strip of land being bounded and described as follows:

COMMENCING at a point, said point being at the intersection of the east existing right-of-way line for State Route 0019 (Perry Highway) and the north existing right-of-way line for Township Road 969 (Ehrman Road), thence with the north existing right-of-way line for Township Road 969 (Ehrman Road) with a curve to the left having a radius of 50.00 feet, an arc length of 48.58 feet, a delta angle of 55 degrees 40 minutes 13 seconds and a chord bearing of South 39 degrees 07 minutes 39 seconds East, a distance of 46.69 feet to a point, said point being the True Point of Beginning of the hereinafter described Permanent Utility Easement;

Thence with a new line though said lands conveyed to Ehrman, LP the following eight (8) courses:

- 1.) South 84 degrees 15 minutes 45 seconds East, a distance of 24.99 feet to a point;
- 2.) Thence with a curve to the right having a radius of 852.48 feet, an arc length of 113.37 feet, a delta angle of 07 degrees 37 minutes 10 seconds and a chord bearing of South 85 degrees 37 minutes 26 seconds East, a distance of 113.28 feet to a point;
- 3.) Thence with a curve to the left having a radius of 1710.47 feet, an arc length of 71.81 feet, a delta angle of 02 degrees 24 minutes 20 seconds and a chord bearing of South 83 degrees 01 minutes 01 seconds East, a distance of 71.80 feet to a point;
- 4.) Thence North 05 degrees 46 minutes 49 seconds East, a distance of 6.00 feet to a point;
- 5.) Thence with a curve to the left having a radius of 1704.47 feet, an arc length of 47.27 feet, a delta angle of 01 degrees 35 minutes 20 seconds and a chord bearing of South 85 degrees 00 minutes 51 seconds East, a distance of 47.27 feet to a point;
- 6.) Thence South 04 degrees 11 minutes 29 seconds West, a distance of 6.00 feet to a point;
- 7.) Thence with a curve to the left having a radius of 1710.47 feet, an arc length of 135.63 feet, a delta angle of 04 degrees 32 minutes 35 seconds and a chord bearing of South 88 degrees 04 minutes 49 seconds East, a distance of 135.59 feet to a point;
- 8.) Thence South 00 degrees 07 minutes 02 seconds East, a distance of 12.48 feet to a point, said point being on the north existing right-of-way line for Township Road 969 (Ehrman Road);

Thence with said north existing right-of-way line for Township Road 969 (Ehrman Road) the following three (3) courses:

- 1.) With a curve to the right having a radius of 1722.95 feet, an arc length of 292.08 feet, a delta angle of 09 degrees 42 minutes 47 seconds and a chord bearing of North 85 degrees 29 minutes 37 seconds West, a distance of 291.73 feet to a point;
- 2.) Thence North 80 degrees 38 minutes 13 seconds West, a distance of 90.83 feet to a point;
- 3.) Thence with a curve to the right having a radius of 50.00 feet, an arc length of 11.93 feet, a delta angle of 13 degrees 40 minutes 28 seconds and a chord bearing of North 73 degrees 48 minutes 00 seconds West, a distance of 11.90 feet to the True Point of Beginning.

Containing 4,560 square feet, more or less.