

AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (this “Agreement”) granted and made this _____ day of _____, 2022, by and between **EHRMAN, LP**, a Pennsylvania limited partnership with offices at 2500 Eldo Road, Monroeville, PA 15146 (the “Grantor”),

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 (the “Grantee”). Grantor and Grantee are sometimes referred to herein each individually as a “Party” and collectively as “Parties”.

WHEREAS, Grantor is the owner of Parcel No. 130-4F106-5FA-0000 in Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, as more particularly described in that deed to the Grantor recorded in Deed Book Volume 2010, Page 7150 in the Recorder’s Office of Butler County (“Grantor’s Property”);

WHEREAS, Grantee desires to reconstruct, grade and improve Ehrman Road by installing a designated right turn lane, relocating waterline and storm water systems, as well as excavating, regrading, repaving and installing new concrete curbs on or near Grantor’s Property, including at Sheetz entrance drive along Ehrman Road (collectively, the “Reconstruction Work”);

WHEREAS, Grantor is willing to grant and convey to Grantee the temporary right to use a portion of the Grantor’s Property during the Reconstruction Work; and

WHEREAS, Grantee procured construction drawings, right-of-way drawings and legal descriptions of the Reconstruction Work and related improvements to Ehrman Road from Herbert, Rowland & Grubic, Inc., that are attached hereto and incorporated herein as **Exhibit “A”** (Legal Description) and **Exhibit “B”** (Drawing No. EXH Sheet 1 of 1).

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

1. The above recitals are incorporated by reference herein.
2. Grantor hereby grants to Grantee a temporary construction easement (“TCE”) across a portion of Grantor’s Property as more fully described in **Exhibit “A”** and as depicted on **Exhibit “B”** for the purpose of completing the Reconstruction Work.
3. Grantee agrees that it, its contractors, and employees (i) shall refrain from storing any construction material (including, without limitation, any excess or to-be-incorporated fill dirt), equipment, or vehicles in the TCE; and (ii) at all times during the Reconstruction Work, Grantee will make all necessary efforts to minimize any disruption to Grantor and its Lessee, Sheetz, Inc.’s, use of the TCE area and Grantor’s Land, including limiting the complete closure of the access way from Ehrman Road to Grantor’s Property to a period of three (3) weeks or less.
4. Grantee shall ensure that the Reconstruction 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 related to the Reconstruction Work.
5. At all times during Grantee’s Reconstruction Work, Grantee agrees to maintain liability insurance against claims of bodily or personal injury and property damage in an amount not less than \$500,000.00 and to 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 Grantor’s Property maintain in connection with the work described herein. 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 Reconstruction Work described herein.

6. Grantee agrees to indemnify 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 TCE 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. The rights and responsibilities included in this paragraph shall survive termination of this Agreement.

7. Grantee agrees to promptly restore and return any and all portions of the TCE area and Grantor’s Property disturbed during the Reconstruction Work, including, but not limited to, the lawn and landscaping and pavement and driveways, to the condition such portions were in prior to the commencement of the Reconstruction Work, all at Grantee’s sole expense. Grantee’s responsibilities in this paragraph shall survive termination of this Agreement.

8. Except as set forth herein in Paragraphs 6 and 7, all rights in this Agreement will terminate upon the completion of the Reconstruction Work on Grantor’s Property.

9. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURE PAGES TO FOLLOW]

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

ATTEST:

GRANTOR:

EHRMAN, LP,
a Pennsylvania limited partnership

By _____

Print Name _____

Title _____

ATTEST:

Daniel D. Santoro
Township Manager/Secretary

GRANTEE:

TOWNSHIP OF CRANBERRY,
a municipal corporation

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

Exhibit "A"

Legal Description of Temporary Construction Easement

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; thence with the above-described Permanent Utility Easement, South 84 degrees 15 minutes 45 seconds East, a distance of 24.99 feet to a point; thence with the same, 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; thence with the same, 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; thence with the same, North 05 degrees 46 minutes 49 seconds East, a distance of 6.00 feet to a point, said point being the True Point of Beginning of the hereinafter described Temporary Construction Easement;

Thence with a new line through said lands conveyed to Ehrman, LP the following three (3) courses:

- 1.) North 05 degrees 46 minutes 49 seconds East, a distance of 37.95 feet to a point;
- 2.) Thence with a curve to the left having a radius of 1710.47 feet, an arc length of 46.22 feet, a delta angle of 01 degrees 32 minutes 53 seconds and a chord bearing of South 84 degrees 59 minutes 37 seconds East, a distance of 46.22 feet to a point;
- 3.) Thence South 04 degrees 11 minutes 29 seconds West, a distance of 37.93 feet to a point, said point being on the above-described Permanent Utility Easement;

Thence with said Permanent Utility Easement, with a curve to the right 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 North 85 degrees 00 minutes 51 seconds West, a distance of 47.27 feet to the True Point of Beginning.

Containing 1,773 square feet, more or less.

Exhibit "B"

Drawing No. EXH

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