

OBJECTS IN THE RIGHT OF WAY AGREEMENT

This Objects in the Right-of-Way Agreement (hereinafter the "Agreement") is made this 18 day of FEBRUARY, 2025, by and between **CRANBERRY TOWNSHIP**, a Township of the second class, located in Butler County, Pennsylvania, with its administrative offices located at 2525 Rochester Road, Cranberry Township, (hereinafter referred to as the "Township") and COURTYARDS AT WILLOW GROVE, an ~~Incorporated~~ CONDOMINIUM Association/~~Company~~ with a mailing address of 122 ARBOR TRAIL, CRANBERRY TWP, PA, (hereinafter referred to as "Association/~~Company~~").

WHEREAS, the Association/~~Company~~ desires to locate PEDESTRIAN SAFETY FENCE (hereinafter referred to as the "Equipment") within the boundaries of Township rights-of-way at identified location(s) as set forth specifically on the list attached to this Agreement as Exhibit "A;" and EXHIBIT B

WHEREAS, the parties desire to set forth their agreements as to the liabilities for said Equipment and the rights and responsibilities for maintenance, relocation and replacement of the Equipment.

NOW THEREFORE, with the intent to be legally bound hereby and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. For purposes of this Agreement, "Right-of-Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Township. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the Township, except as provided by applicable Laws or pursuant to an agreement between the Township and any such person or entity.

2. The identifying name, street location and latitude and longitude of the Equipment to be installed by the Association/Company within the Township's Rights-of-Way shall be as shown on Exhibit "A," with the specific Equipment to be constructed on those locations shown on Exhibit "B" to this Agreement. The Association/Company agrees that the Equipment installed shall, at each location, be less than fifty (50) feet in height.

3. The Association/Company agrees that it shall bear any and all costs associated

with (1) the installation of the Equipment, (2) repairs to surrounding landscape within the Right-of-Way disturbed during the installation of the Equipment, (3) maintenance, (4) necessary repairs and all other costs associated with the Equipment at any time.

4. Following installation of the Equipment, the Association/~~Company~~ understands and acknowledges that the Township may require the Association/~~Company~~ to relocate one or more of its installations of the Equipment. The Association/~~Company~~ shall, at the Township's direction, relocate such Equipment at the Association/~~Company~~'s sole cost and expense whenever the Township reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Township project; (b) because the Equipment is interfering with or adversely affecting proper operation of any Township-owned light poles, traffic signals, or other Township property or equipment in the Right-of-Way; or (c) to protect or preserve the public health or safety. In any such case, the Township shall use its best efforts to afford the Association/~~Company~~ a reasonably equivalent alternate location. If the Association/~~Company~~ shall fail to relocate any Equipment as requested by the Township within a reasonable time under the circumstances in accordance with the foregoing provision, the Township shall be entitled to relocate the Equipment at the Association/~~Company~~'s sole cost and expense, without further notice to the Association/~~Company~~.

5. Whenever the removal or relocation of Equipment is required under this Agreement, and such removal or relocation shall cause a Right-of-Way to be damaged, the Association/~~Company~~, at its sole cost and expense, shall promptly repair and return the Right-of-Way in and on which the Equipment are located to a safe and satisfactory condition, normal wear and tear excepted. If the Association/~~Company~~ does not repair the site as just described, then the Township shall have the option, upon fifteen (15) days' prior written notice to the Association/~~Company~~, to perform or cause to be performed such reasonable and necessary work on behalf of the Association/~~Company~~ and to charge the Association/~~Company~~ for the proposed costs to be incurred or the actual costs incurred by the Township at the Township's standard rates. Upon the receipt of a demand for payment by the Township, the Association/~~Company~~ shall promptly reimburse the Township for such costs.

6. The Association/~~Company~~, in the performance and exercise of its rights and

obligations under this Agreement, shall not interfere in any manner with the existence and operation of any and all public Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the Township and/or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

7. The Association/~~Company~~ agrees to indemnify, defend, protect, and hold harmless the Township, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Association/~~Company's~~ activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the willful misconduct of the Township, its elected officials, officers, elected trustees, employees, agents, or contractors.

The Association/~~Company~~ waives any and all claims, demands, causes of action, and rights it may assert against the Township on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Township.

The Township shall be liable only for the cost of repair to damaged Equipment arising from the willful misconduct of the Township, its employees, agents, or contractors. In no event shall either party be liable for indirect or consequential damages. The Association/~~Company's~~ indemnification shall extend to any and all liability associated in any manner with the Equipment, including but not limited to its placement, maintenance or replacement. It is specifically agreed that Cranberry Township shall have no ownership or control over the Equipment and that the ownership and control will remain solely with the Association/~~Company~~. The Township shall be liable only for the cost of repair to damaged Equipment arising from the willful misconduct of the Township, its employees, agents, or contractors. In no event shall either party be liable for indirect or consequential damages.

8. The Association/~~Company~~ agrees that it shall amend its liability insurance policy

to include coverage for the proposed Equipment and to indemnify Cranberry Township from any and all liability as outlined herein and shall provide Cranberry Township with a certificate of insurance evidencing the required coverage. The Association/~~Company~~ shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting the Association/~~Company~~ in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and Commercial General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the Township, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of the Association/~~Company~~'s performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled without replacement, nor shall the occurrence or aggregate limits set forth above be reduced, until the Township has received at least thirty (30) days' advance written notice of such cancellation or change. The Association/~~Company~~ shall be responsible for notifying the Township of such change or cancellation.

9. The Association/~~Company~~ agrees to obtain any and all necessary permits from the Township and/or State agencies. The Association/~~Company~~ shall comply with all applicable federal, State, and Township codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of the Association/~~Company~~'s Equipment installed in the Right-of-Way.

10. The Association/~~Company~~ agrees and acknowledges that this Agreement does not provide the Association/~~Company~~ with exclusive use of the affected Right-of-Way and that the Township shall have the right to permit other providers of communications services to install equipment or devices in the Right-of-Way.

11. This Agreement shall not be assigned by the Association/~~Company~~ without the express written consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees.

13. The terms of this Agreement may not be modified except by a writing signed by both parties hereto.

ATTEST:

[Signature]
Witness

COURTYARDS AT WILLOW GROVE
CONDOMINIUM ASSOCIATION
Association/Company Name
[Signature]
Signature of Officer/Landowner
ANDREW C. GILDERSLEEVE, PRESIDENT
Print name of Officer/Landowner

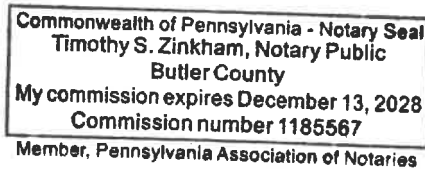
State of PENNSYLVANIA)
County of BUTLER)
City, Borough, Township CRANBERRY TWP.)

On this, the 18 day of FEBRUARY, 2025, before me, a Notary Public, personally appeared ANDREW C GILDERSLEEVE, the above-named Officer or Landowner (known to me (or satisfactorily proven to me)), and executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires:



ATTEST:

TOWNSHIP OF CRANBERRY

Township Manager/Secretary

Chairman, Board of Supervisors

I:\ENGINEERING\FORMS\OBJECTS.ROW.AGREEMENT.DOCX

EXHIBIT - A

LAT. = $40^{\circ}-43.5''$ N
LONG. = $80^{\circ}-05''$ W

SITE PLAN
1" = 30'

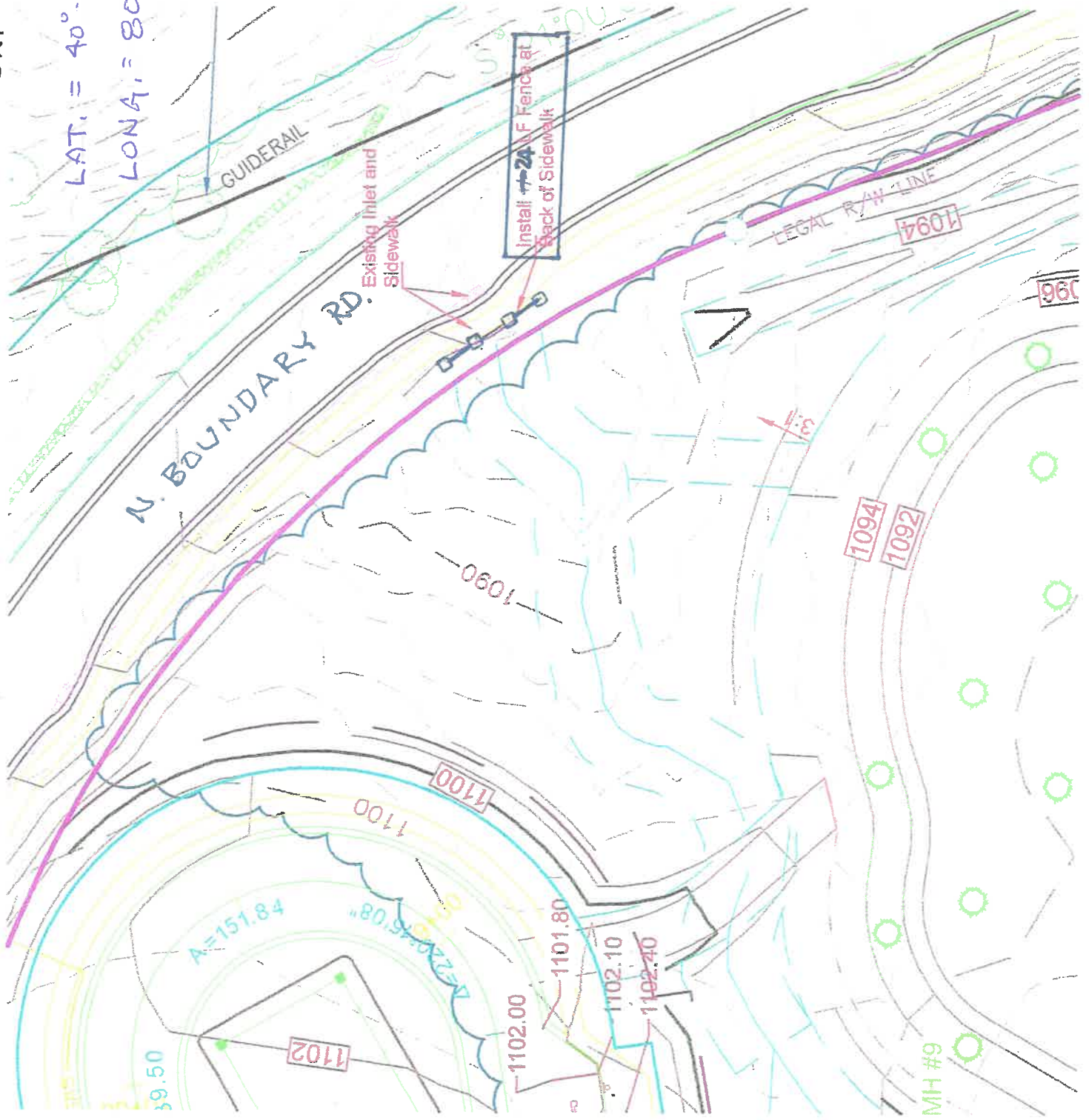
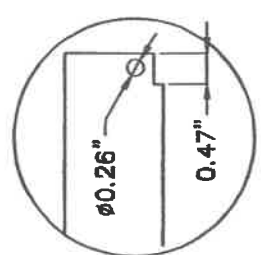
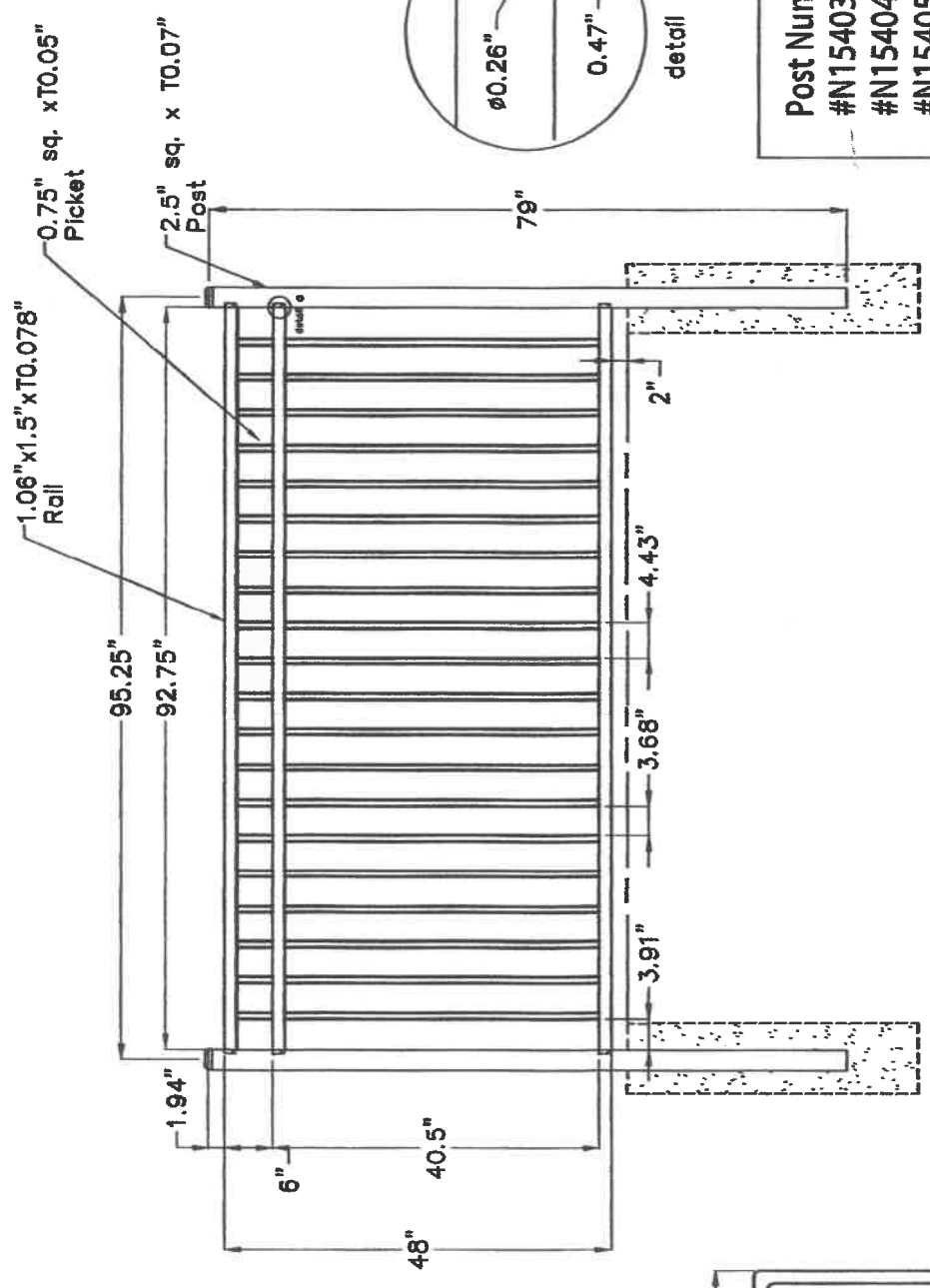
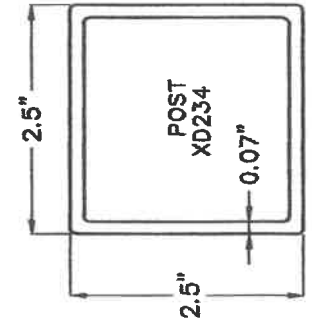
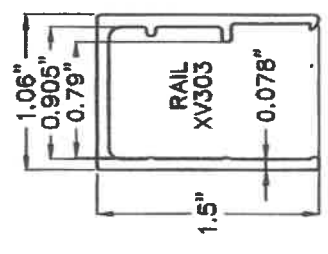
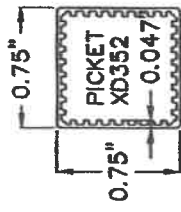


EXHIBIT - B



Post Numbers
 #N15403
 #N15404
 #N15405
 #N15406

<p>MASTER HALCO</p> <p>3010 LBJ Freeway Dallas, TX 75234 www.masterhalco.com Phone No. 800-883-8384</p>	#N15398		BY: M H	DWG:
			DATE: 12/08/23	F48C7-45F92.75P-MH0
			REV: 01	LAYER:
			REV DATE: 12/08/23	SCALE: 1/1