

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "EASEMENT"), made and entered into this 16 day of February, 2025 ("Effective Date"), by and between Ronald L. Graham, ("Grantor"), and the Township of Gilpin, ("Grantee"). Grantor and Grantee shall collectively be referred to as the "Parties."

BACKGROUND:

WHEREAS, Grantor is the owner of a certain tract of land located at 123 Raymond Road, Leechburg, PA 15656, identified as Armstrong County Tax Parcel Number 18-214.07-06-59 (hereinafter referred to as "Grantor Property") and shown in "Exhibit A"; and

WHEREAS, Grantee is a Pennsylvania Municipal Corporation and existing under the laws of the Commonwealth of Pennsylvania with a registered address of 589 State Route 66, Leechburg, PA 15656; and,

WHEREAS, Grantor is willing to grant the Easement to Grantee upon the terms and conditions set forth in this Agreement; and,

WHEREAS, the Parties desire to commit their understanding to writing.

NOW, THEREFORE, in consideration of the promises and of the mutual obligations contained hereunto and intending to be legally bound thereby, Grantor and Grantee hereby agree to the following:

1. Grantee desires to obtain a temporary construction easement upon, across, through and over the certain part of Grantors' Property, in order for Grantee to replace and repair an existing flood wall along Brady Run.
2. Grantor hereby grants to Grantee, its successors and assigns, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon the Grantor Property in order for Grantee to perform the aforementioned installation.

3. All costs and expenses incurred during the performance of the installation shall be borne solely by Grantee.
4. Grantee shall cause the surface of the Grantor Property to be restored to as near the condition as possible which existed prior to the access of Grantor Property and the installation, it being understood that no trees, shrubs, fences or anything other than grass will be restored.
5. The Easement will expire upon completion of the installation and the restoration of the Grantor Property.
6. The entire agreement between the Parties is set forth herein and there are no understandings, agreements, or representations of any kind between the Parties, verbal or otherwise, other than as set forth in this Easement. This Easement supersedes all prior discussions, negotiations, understandings or agreements, relating to the Parties' duties, obligations, and understandings with respect to the Property and Grantee's obligations, all of which are merged herein. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the parties hereto.
7. If any term, obligation or condition of this Easement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
8. This Easement and its interpretation, performance and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
9. In the event that it becomes necessary for either of the Parties to enforce the terms, conditions, and obligations of this Easement, the Parties consent to jurisdiction in the Armstrong County Court of Common Pleas.

IN WITNESS HEREOF, this Easement is executed on the day and year first above written;

GILPIN TOWNSHIP

Attest:

Sharon King

Tina Thompson

Tina Thompson, Gilpin Township Board of
Supervisors Chairman

GRANTORS

Timothy Hill

Witness

Ronald L. Graham

Ronald L. Graham