

CENTER TOWNSHIP

TEMPORARY RIGHT-OF-WAY AND EASEMENT AGREEMENT

1. **PARTIES.**

THIS is an Agreement between
CENTER TOWNSHIP, Butler County, Pennsylvania

AND

Name of Property Owner(s)

Address of Property Owner(s)

2. **PROPERTY.**

The property affected by this Agreement is:

Address of Property

Tax Map Parcel No.

Deed Book Page Number/
Instrument Number (if available)

3. **PURPOSE.**

The purpose of the Right-of-Way and Easement Agreement is as follows:

4. **GRANT.**

Property owner(s), for themselves and their heirs, successors and assigns, intending to be legally bound and in consideration of the sum of One Dollar (\$1.00), do hereby grant, convey, bargain, sell and convey unto CENTER TOWNSHIP a right-of-way and easement with the right of ingress, egress and regress over, in and through the property described in Paragraph 2, above, for the purpose set forth in Paragraph 3, above.

5. **TEMPORARY EASEMENT.**

If this Right-of-Way and Easement Agreement is temporary, it will expire on _____, 20____.
(If not temporary then mark "N/A")

6. **RELEASE.**

To have and to hold unto CENTER TOWNSHIP, its successors, agents, lessees and assigns, so long as the same may be required for the purposes aforesaid, together with the right to enter upon the right-of-way and easement at any time for the purpose set forth in Paragraph 3, above, and hereby releasing CENTER TOWNSHIP, its successors and assigns, from all damages to said property which may occur and result to the said Property Owner(s) by reason of the purpose set forth in Paragraph 3, above, and provided however that the release herein provided for shall not operate to release CENTER TOWNSHIP or any contractors or subcontractors working under them from damages to any residence or other structure, or the contents thereof, caused by willful misconduct or negligence on the part of CENTER TOWNSHIP, the contractors or subcontractors.

7. **PROPER CARE.**

CENTER TOWNSHIP covenants that it will exercise proper care in the use of said easement and right-of-way, and further covenants that it will repair any damage done to the property of the Property Owner(s) caused in the course of the purpose set forth in Paragraph 3, above, and shall also reasonably restore the easement area to the condition of the easement area as it now exists.

8. **RECORDING.**

The parties hereto agree to execute all further documents necessary to implement this Agreement, including without limitation, entering into an Agreement in a form recordable with the Butler County Recorder of Deeds.

IN WITNESS WHEREOF and intending to be legally bound hereby, the Property Owner(s) and CENTER TOWNSHIP hereunto set their hands and seals the date first above written.

WITNESS:

By: _____
Property Owner

By: _____
Property Owner

ATTEST:

CENTER TOWNSHIP
BOARD OF SUPERVISORS

Philip B. Wulff
Chairman

Robert M. Sloan
Vice Chairman

Edward G. Latuska
Supervisor

Donald Pringle
Supervisor

Alan H. Smallwood
Supervisor

Kayla R. Mosey
Township Secretary

(SEAL)

THIS Agreement is approved and/or ratified into by Motion of the Center Township Board of Supervisors enacted at its regularly scheduled meeting held the ____ day of _____, 20__.

(Township Seal)

By: _____
Kayla R. Mosey
Township Secretary