

PROJECT NAME/ROUTE	Herndon Street Landslide Remediation
COUNTY	Allegheny
MUNICIPALITY	City of Pittsburgh
PARCEL NO.	20-S-121
CLAIMANT	Frank D. Carter

TEMPORARY EASEMENT FOR CONSTRUCTION

THIS INDENTURE is made this _____, by Frank D. Carter, owner(s) of the property identified as lot and block 20-S-121, their heirs, executors, administrators, successors and/or assigns ("OWNER") and City of Pittsburgh ("PURCHASER").

W I T N E S S E T H:

WHEREAS, the PURCHASER City of Pittsburgh is authorized to condemn real property for transportation purposes, including in conjunction with the Herndon Street Landslide Remediation ("Project"); and

WHEREAS, the parties have agreed that, in lieu of condemnation, the OWNER will grant to the PURCHASER a temporary easement for construction purposes.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1), the OWNER hereby grants to the PURCHASER a temporary easement for the area shown on the plot plan, attached hereto and made a part hereof as exhibit A, for the purpose of undertaking the Project.

The OWNER also hereby authorizes the entry and re-entry of employees, agents and contractors of the PURCHASER upon said area to do any and all work necessary for the completion of the Project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the Project, the PURCHASER shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER. Such restoration includes removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks and the grading and sowing of grass. The estimated completion date of the Project is one year from the commencement of construction. The temporary easement for construction area is 3480 square feet.

The OWNER does further remise, release, quitclaim and forever discharge the PURCHASER or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The covenant, terms, and conditions of this Indenture shall be binding upon the OWNER, and the OWNER's heirs, executors, administrators, representatives, successors and assigns.

The OWNER hereby indemnifies the PURCHASER against any claim made by any successor in interest should the OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.

The City of Pittsburgh is authorized to enter into this indenture pursuant to Council Resolution ____ of 2025 effective _____. This indenture is subject to the Home Rule Charter of the City of Pittsburgh and the City's liability hereunder is limited to zero dollars.

IN WITNESS WHEREOF, the parties have executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS

ENTITIES*

OWNER:

Grand & Carter
(Name of Entity)

BY: _____

BY: _____

* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity.

PURCHASER: CITY OF PITTSBURGH

BY: _____

Mayor

BY: _____

Director, Department of Mobility and Infrastructure

BY: _____

Director, Department of Finance

APPROVE AS TO FORM: _____

City Solicitor

EXAMINED: _____

Assistant City Solicitor

COUNTERSIGNED: _____

City Controller

