

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2020 by and between **ST. FERDINAND PARISH CHARITABLE TRUST**, a Pennsylvania charitable trust, having address of 2535 Rochester Road, Cranberry Township, Pennsylvania (the "Grantor") and **CRANBERRY TOWNSHIP**, a municipal corporation, having its principal place of business at 2525 Rochester Road, Cranberry Township, Butler County, Pennsylvania 16066 (the "Grantee").

RECITALS

- A. Grantor is the sole fee simple owner of certain real property located in the Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, as recorded in the Butler County Recorder of Deeds Office, the properties are identified as 130-4F108-27B1, and 130-4F108-30F ("Grantors Property").
- B. Grantor has agreed to convey certain rights-of-way to Grantee to provide for public access, construction, maintenance and repair of Rochester Road and Thomson Park Drive located through Grantor's Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and further good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. The provisions set forth above under the caption "Recitals" are hereby made a part of this Agreement as if they were fully set forth herein.
2. Grantor hereby creates, grants, conveys, dedicates and declares in favor of Grantee, its successors and assigns, a permanent right-of-way, including the right of ingress, egress and regress over and across the Right-of-Way Area as a public roadway, as hereinafter defined. Said Right-of-Way Area being more fully described and called "Permanent Right-of-Way" in the attached Exhibit "ROW Acquisition Exhibit 9, ROW Acquisition Exhibit 10, and ROW Acquisition Exhibit 14".
3. It is understood and agreed that the right-of-way granted hereunder shall (a) run with the land for so long as Rochester Road is used for public purposes; (b) be binding upon Grantors, their heirs and assigns, including without limitation, all owners and occupants of the Grantors' Property, or any portion thereof and all persons or entities claiming by, through or under any of them, and (c) inure to the benefit of Grantee, its successors and assigns, including, without limitation, all users of the Grantee's Property, Rochester Road, or any portion thereof and all persons or other entities claiming by, through or under any of them. Grantors covenant that there does not exist, and will not be conveyed, any other easement or conflicting rights within the Right-of-Way Area.

4. Grantors, their heirs and assigns, covenant and agree that the Grantors' Property shall not be used in a manner to interfere with the rights and easements granted herein. In the event such interference shall occur or Grantors, or their heirs and assigns, shall otherwise violate this Agreement, Grantee, its successors and assigns, shall have the right to obtain injunctive relief to prevent the same.

5. Grantors covenant that they are the sole owners in fee simple of the Grantors' Property and have the right, title and capacity to grant the easement conveyed herein. Grantors covenant with Grantee that Grantors shall warrant and defend all rights and privileges granted to Grantee against all claimants lawfully claiming the same or any part thereof.

6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and is in lieu of condemnation.

7. This Agreement shall not be amended, modified, revised or terminated except by an agreement between the owner of the Grantee's Property and the owner of Grantors' Property and such documents and any relocation of the Easement Area shall be recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania.

8. THIS CONVEYANCE IS EXEMPT FROM PAYMENT OF REALTY TRANSFER TAXES UNDER THE PROVISIONS OF SECTION 8103-C.3 OF PENNSYLVANIA'S REALTY TRANSFER TAX PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Right-of-Way Agreement to be executed as of the day and year first above written.

WITNESS:

GRANTOR:
MOST REVEREND DAVID A.
ZUBIK, BISHOP OF THE
ROMAN CATHOLIC DIOCESE
OF PITTSBURGH, SUCCESSOR
TRUSTEE FOR THE ST.
FERDINAND PARISH
CHARITABLE TRUST

By: Lawrence A. DiNardo

Print Name: VERY REVEREND
LAWRENCE A. DiNARDO

ATTORNEY IN FACT FOR MOST
REVEREND DAVID A. ZUBIK BY VIRTUE
OF POWER OF ATTORNEY, DATED
2/19/12, AND RECORDED IN THE OFFICE
OF THE RECORDER OF DEEDS OF BUTLER
COUNTY AT INSTRUMENT NO.
201202230005048

ATTEST:

Jerry A. Andree, Twp. Manager/Secretary

GRANTEE:
TOWNSHIP OF CRANBERRY

Richard M. Hadley
Chairman, Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF BUTLER)

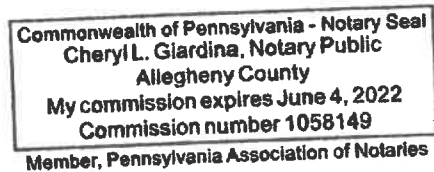
SS:

On this the 30th day of April 2020, before me a Notary Public, the undersigned persons, personally appeared Very Reverend Lawrence A. DiNardo who acknowledged to be the Attorney in Fact for Most Reverend David A. Zubik, Bishop of the Roman Catholic Diocese of Pittsburgh, Successor Trustee for the St. Ferdinand Parish Charitable Trust (owner) of the subject property and that as such owners, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cheryl L. Giardina
Notary Public

MY COMMISSION EXPIRES:
June 27, 2022

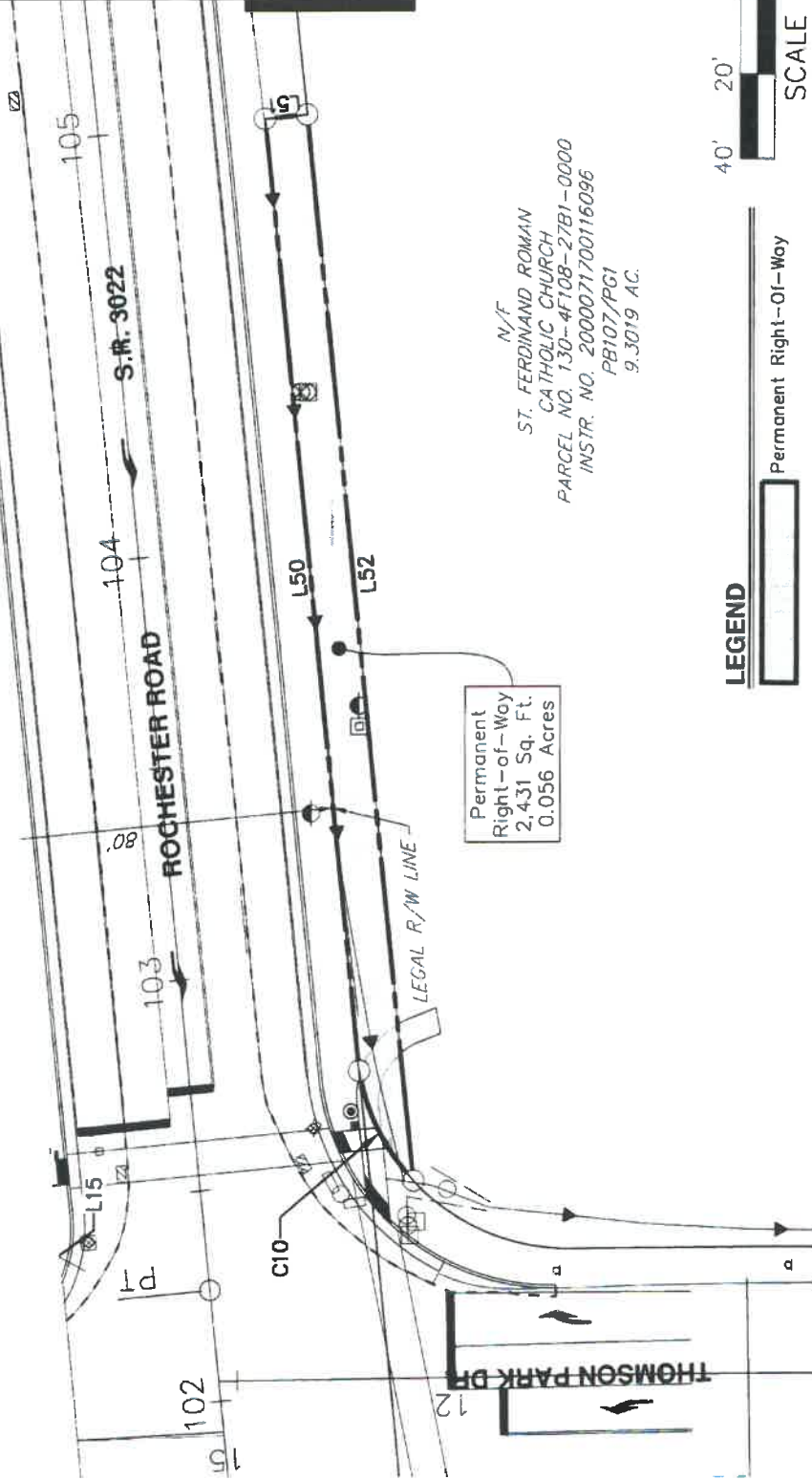


Seal

LINE TABLE		
LINE	BEARING	LENGTH
L50	N84°22'49"E	225.47'
L51	S5°37'11"E	10.00'
L52	S84°22'49"W	252.55'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C10	50.00'	29.28'	15.07'	33°33'00"
				N64°06'30"E
				28.86'

Match Line See Sheet 2 of 2



N/F
ST. FERDINAND ROMAN
CATHOLIC CHURCH
PARCEL NO. 130-4F108-27B1-0000
INSTR. NO. 2000071700116096
PB107/PG1
9.3019 AC.



HRG
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

200 West Kensington Drive, Suite 400
Cranberry Township, PA 16066
(724) 779-4777
Fax (724) 779-4781
www.hrg-inc.com

PROPOSED RIGHT-OF-WAY
FOR
S.R. 3022 (ROCHESTER ROAD) IMPROVEMENTS
PARCEL ID: 130-4F108-27B1

CRANBERRY TOWNSHIP

BUTLER COUNTY

PENNSYLVANIA

DRAWING NO.

EXH-4

SHEET NO.

1 OF 2

PROJECT 10012610500

DESIGN- DB

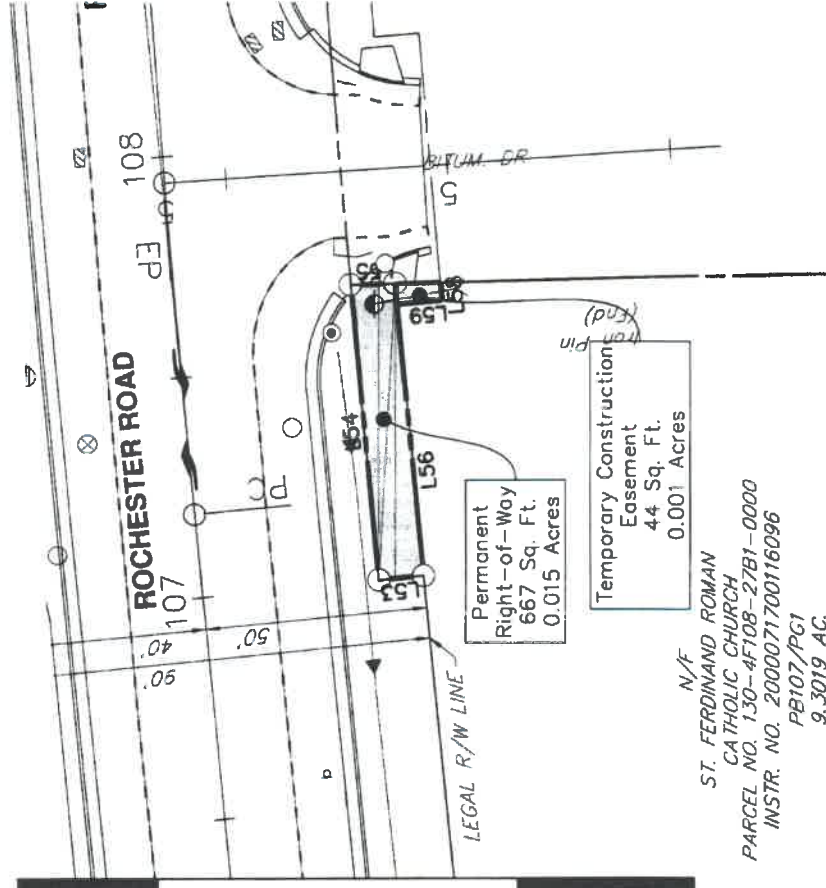
CON- DB

DATE- 1" = 40'

AUG. 2019

"ROW Acquisition EXHIBIT q"

Match Line See Sheet 1 of 2



LINE TABLE		
LINE	BEARING	LENGTH
L53	N5°37'11"W	10.00'
L54	N84°33'18"E	67.08'
L55	S1°20'57"E	10.02'
L56	S84°33'01"W	66.34'
L57	N1°20'57"W	10.04'
L58	S85°07'01"W	4.04'
L59	N5°11'17"W	10.00'

LEGEND



SCALE IN FEET

HRG
 HUNTERDON ROADSIDE & CRANBERRY, INC.
 Engineering & Related Services
 AN EMPLOYEE-OWNED COMPANY

200 West Kensington Drive, Suite 400
 Cranberry Township, PA 15006
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 www.hrg-inc.com

**PROPOSED RIGHT-OF-WAY
 FOR
 S.R. 3022 (ROCHESTER ROAD) IMPROVEMENTS
 PARCEL ID: 130-4F108-27B1**

CRANBERRY TOWNSHIP

BUTLER COUNTY

PENNSYLVANIA

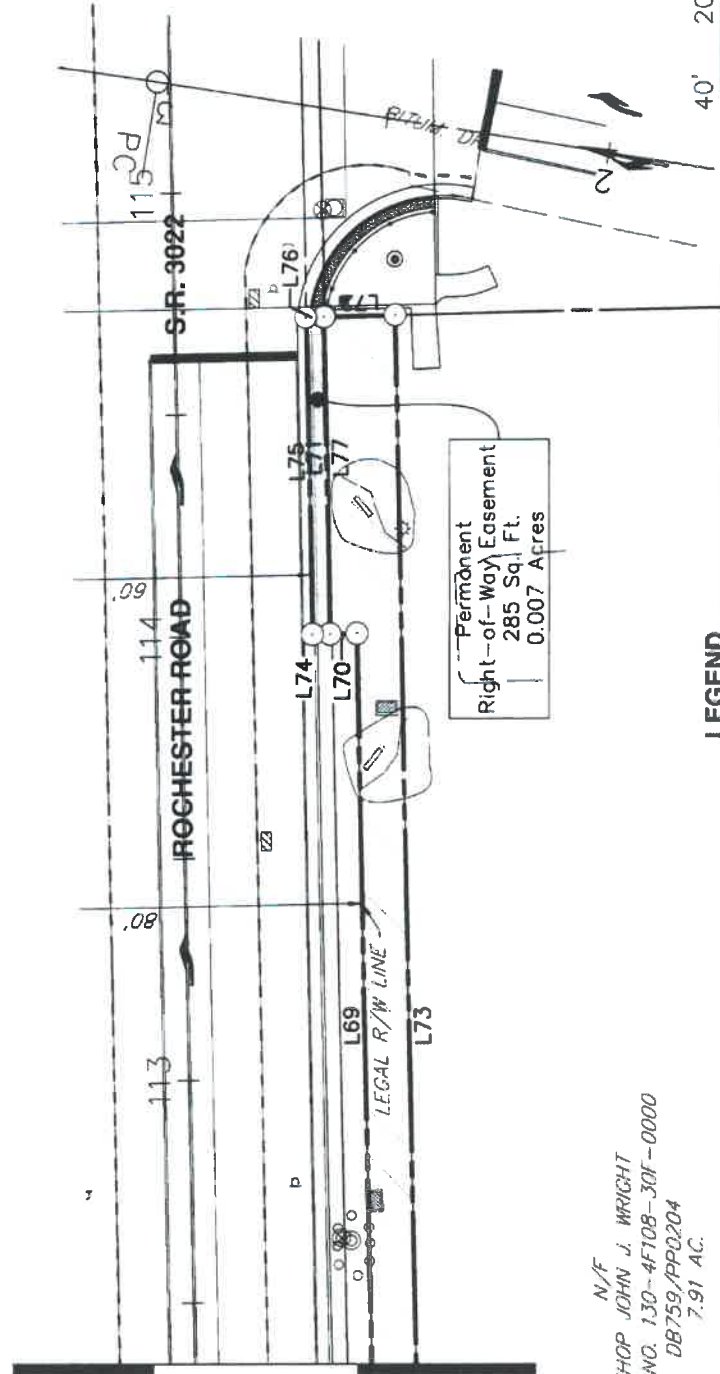
PROJECT NO. 1001261.0500
 SHEET NO. 2 OF 2
 EXH-4
 DRAWING NO.

PROJ. MGR. - RPM
 DESIGN - DB
 CADD - DMH & REO
 CHECKED - RPM & DMH
 SCALE - 1" = 40'
 DATE - AUG 2019

"ROW ACQUISITION EXHIBIT 10"

Match Line See Sheet 1 of 2

N/F
BISHOP JOHN J. WRIGHT
PARCEL NO. 130-4F108-30F-0000
DB759/PPQ204
7.91 AC.



LEGEND



PROPOSED RIGHT-OF-WAY FOR S.R. 3022 (ROCHESTER ROAD) IMPROVEMENTS PARCEL ID: 130-4F108-30F

CRAIGSBERRY TOWNSHIP BUTLER COUNTY PENNSYLVANIA

PROJ. MGR. - RPM	DRAWING NO.
DESIGN- DB	EXH-7
CADD- DWH & REC	SHEET NO.
CHECKED- RPM & DWH	2 OF 2
SCALE- 1" = 40'	PROJECT T001261.0500
DATE- AUG. 2019	

HRG
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

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"ROW ACQUISITION EXHIBIT 14"

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