

## **RIGHT-OF-WAY AGREEMENT**

THIS AGREEMENT is made as of the 19 day of March, 2020 by and between **NORTH SUBURBAN LAND COMPANY**, having addresses of 100 Thomson Park Drive, 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, Instrument Number 199002140001932, Book 1533 230 ("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 in Exhibit "EXH-3".
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 and Thomson Park Drive 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 and Thomson Park Drive, 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:**

Maitha Seigal

**GRANTOR:**

**NORTH SUBURBAN LAND  
COMPANY**

By: [Signature]

Print Name: ARFORD E THOMSON IV

Title: PRESIDENT

**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:

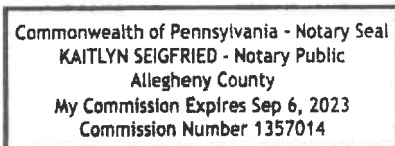
On this the 19 day of March 2020, before me a Notary Public,  
the undersigned persons, personally appeared Alfred Thomsen who  
acknowledged to be the Owner (owner) of the subject property and  
that as such owners, executed the foregoing instrument for the purpose therein contained.

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

Kaitlyn Seigfried  
Notary Public

MY COMMISSION EXPIRES: 9/6/23

Seal



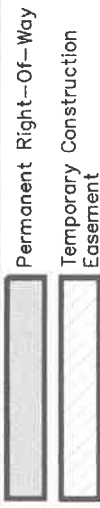
I:\Engineering\Roads\Township\

File name: P:\0012\001261\_0500\CD\Plan Set\5001261030002.dwg Layout: SUB 1 Aug 22, 2019 8:42am mknor

Match Line See Sheet 2 of 2

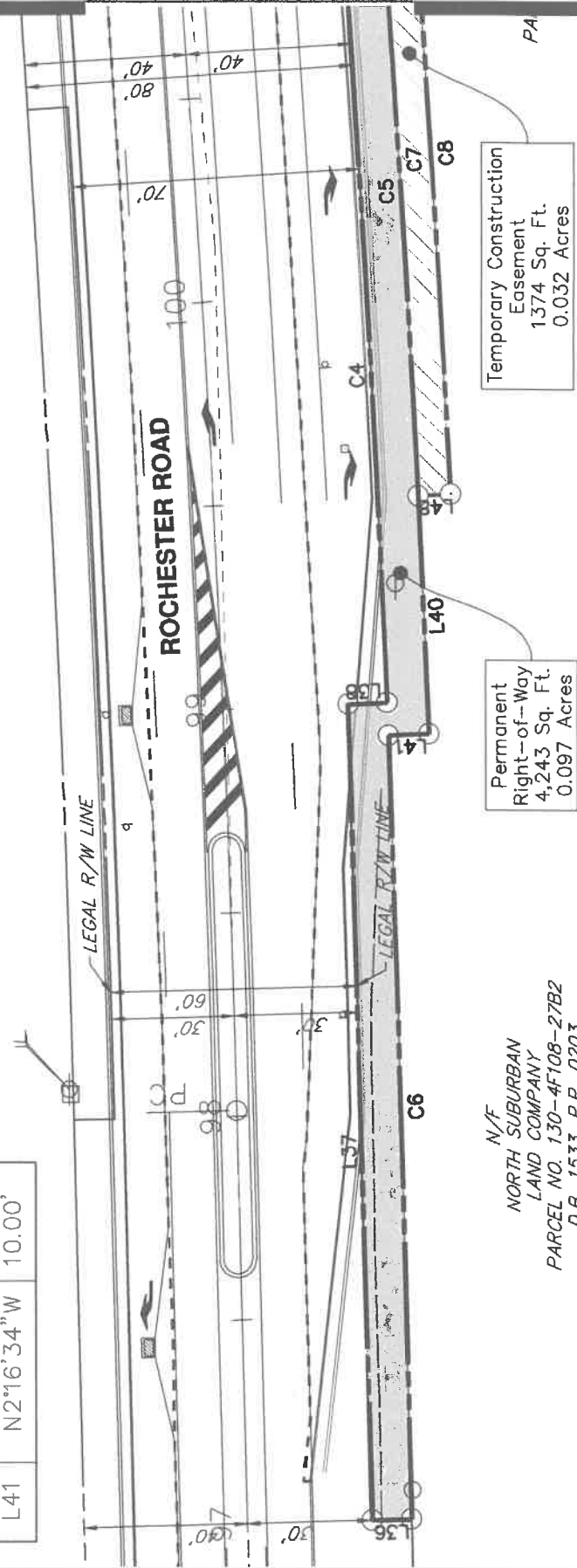


LEGEND



LINE	BEARING	LENGTH
L42	N85°27'54"E	1.80'
L43	S0°48'43"E	33.49'
L44	S89°08'19"W	9.97'
L45	N0°51'41"W	25.00'
L46	N43°31'13"W	55.25'
L47	N43°20'00"W	10.26'

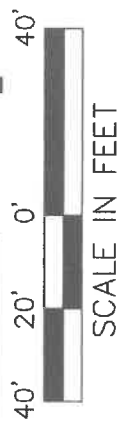
LINE TABLE		LENGTH
LINE	BEARING	LENGTH
L36	N1°22'11"W	9.57'
L37	N88°23'11"E	200.51'
L38	S2°24'00"E	9.57'
L39	N4°31'33"W	10.00'
L40	S87°26'02"W	58.54'
L41	N2°16'34"W	10.00'



N/F  
NORTH SUBURBAN  
LAND COMPANY  
PARCEL NO. 130-4F108-27B2  
D.B. 1533, P.P. 0203

Permanent  
Right-of-Way  
4,243 Sq. Ft.  
0.097 Acres

Temporary Construction  
Easement  
1374 Sq. Ft.  
0.032 Acres



SCALE IN FEET



**HRG**  
Engineering & Related Services  
AN EMPLOYEE-OWNED COMPANY

200 West Kensington Drive, Suite 400  
Cranberry Township, PA 16066  
Tel: (724) 779-4777  
Fax: (724) 779-4711  
hrge@hrge.com  
www.hrge.com

PROPOSED CONSTRUCTION EASEMENT  
FOR  
S.R. 3022 (ROCHESTER ROAD) IMPROVEMENTS  
PARCEL ID: 130-4F108-27B2

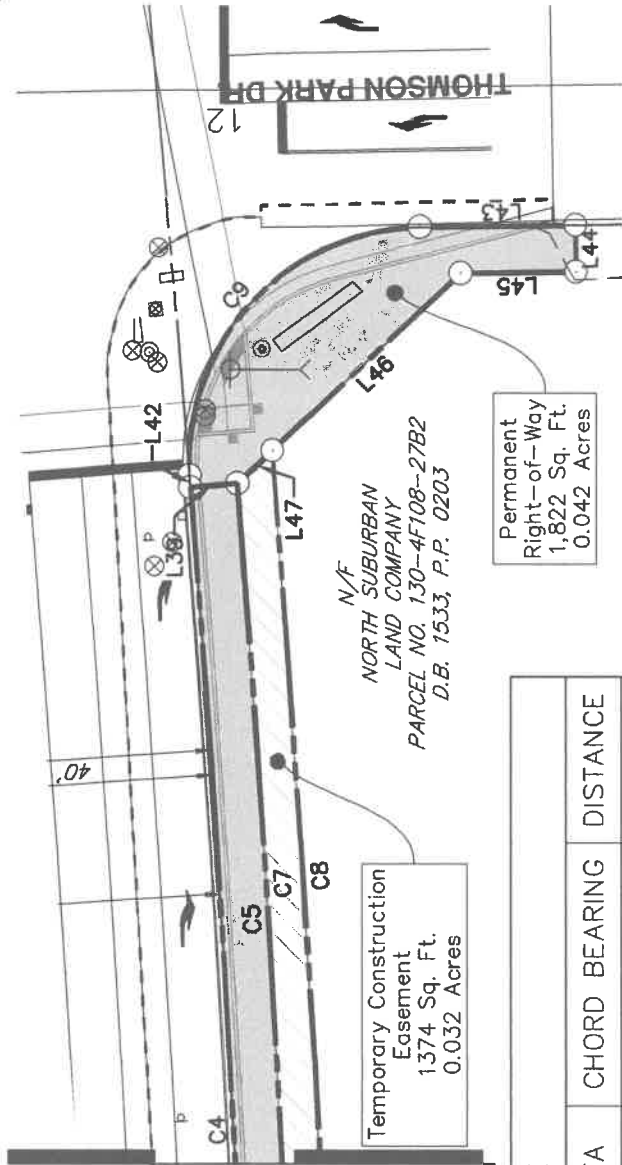
CRANBERRY TOWNSHIP

BUTLER COUNTY

PENNSYLVANIA

PROJ. MGR. - RPM	DESIGN- DB	CADD- DMH & REQ	CHECKED- RPM & DMH	SCALE- 1" = 40'	DATE- AUG. 2019
DRAWING NO. <b>EXH-3</b>			SHEET NO. <b>1 OF 2</b>		
PROJECT T001261.0500					

Match Line See Sheet 1 of 2



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	DISTANCE
C1	5689.99'	248.26'	124.15'	2°30'00"	S87°23'38"W	248.24'
C2	5699.65'	248.69'	124.37'	2°30'00"	N87°23'38"E	248.67'
C3	25.00'	38.70'	24.44'	88°41'40"	S41°05'19"W	34.95'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	DISTANCE
C4	5769.65'	164.32'	82.17'	1°37'54"	N86°49'41"E	164.31'
C5	5779.65'	168.46'	84.23'	1°40'12"	N86°18'32"E	168.45'
C6	12849.49'	192.63'	96.32'	0°51'32"	S88°24'56"W	192.63'
C7	5779.65'	168.46'	84.23'	1°40'12"	N86°18'32"E	168.45'
C8	5782.78'	175.12'	87.57'	1°44'06"	S86°16'37"W	175.11'

LEGEND



SCALE IN FEET

**HRG**  
200 West Kensington Drive, Suite 400  
Cranberry Township, PA 16066  
Tel: (724) 775-4771  
Fax: (724) 775-4771  
hrge@hrge.com  
www.hrg-inc.com  
AN EMPLOYEE-OWNED COMPANY

**PROPOSED RIGHT-OF-WAY  
FOR  
S.R. 3022 (ROCHESTER ROAD) IMPROVEMENTS  
PARCEL ID: 130-4F108-27B2**

CRANBERRY TOWNSHIP

BUTLER COUNTY

PENNSYLVANIA

PROJ. MGR. - RPM	DRAWING NO.
DESIGN- DB	<b>EXH-3</b>
CADD- DMH & REC	SHEET NO.
CHECKED- RPM & DMH	<b>2</b> OF <b>2</b>
SCALE- 1" = 40'	PROJECT T001281.0500
DATE- AUG. 2019	