

**TOWNSHIP OF ROSS  
ALLEGHENY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2503 OF 2023**

**AN ORDINANCE OF THE TOWNSHIP OF ROSS,  
ALLEGHENY COUNTY, PENNSYLVANIA, ACCEPTING  
THE DEDICATION OF PUBLIC RIGHT OF WAY SITUATE  
IN THE TOWNSHIP OF ROSS, ALLEGHENY COUNTY,  
PENNSYLVANIA.**

WHEREAS, the Township of Ross has heretofore executed and accepted for recording purposes that certain Dedication and Acceptance of Public Right of Way Agreement to be recorded in the Office of the Department of Real Estate of Allegheny County, Pennsylvania; and

WHEREAS, the Township of Ross desires to accept the dedication of a public right of way by the Grantor, Deborah Fannie (“Grantor”), on, under and through a portion of Grantor’s property located at 4641 Peoples Road and adjacent to and bordering a section of Nelson Run Road, situate with the Township of Ross, Allegheny County, Pittsburgh, PA 15237, said parcel conveyed to Grantor by Donna J. Groomes by deed recorded on February 5, 2015 in Deed Book Volume 15876, page 331 in the Allegheny County, Pennsylvania Department of Real Estate, said property being designated as Block & Lot No. 219-E-20 in the Tax Registry Office of Allegheny County, Pennsylvania (the “Property”), all as more fully set forth in the Dedication and Acceptance of Public Right of Way Agreement attached hereto and marked as Exhibit “A”.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ROSS AND IT IS HEREBY ORDAINED AND ENACTED AS FOLLOWS:

1. The dedication of the Right of Way, as the same is described and more fully shown in the Dedication and Acceptance of Public Right of Way Agreement, recorded in the Department of Real Estate of Allegheny County, Pennsylvania at Deed Book Volume 19424, page 79, as shown in the legal descriptions and plans, attached hereto as Exhibit “A” and made a part hereof, together with all public improvements constructed within said Right of Way, are hereby

accepted.

2. The legal description for said Right of Way dedicated by the Grantor on, under and through a portion of Grantor's Property, as more particularly described above, identifying the location and description of the Right of Way, Exhibit "A", is incorporated herein and made a part of this Ordinance.

3. The proper officials of the Township of Ross are hereby authorized and directed to do all things necessary to effectuate the purpose of this Ordinance.

4. In the event any provision of this Ordinance or its application to any person, corporation and/or other entity under any circumstances shall be held to be unconstitutional, illegal, or invalid, then the remainder of this Ordinance shall not be affected thereby. In lieu of each clause or provision of this Ordinance which is deemed to be illegal, invalid or unenforceable, there shall be added, as part of this Ordinance, a clause or provision as similar in terms to the unenforceable provision as may be possible and as may be legal, valid and enforceable.

5. In the event any Ordinance or part thereof conflicts with the provisions of this Ordinance, the same shall be and is hereby repealed insofar as the same effects this Ordinance.

6. This Ordinance shall be in full force and effect from and after its passage and publication as required.

ORDAINED AND ENACTED INTO LAW this 16TH day of OCTOBER, 2023.

ATTEST:

TOWNSHIP OF ROSS:

\_\_\_\_\_  
Ronald L. Borczyk  
Township Manager/ Secretary

\_\_\_\_\_  
Daniel DeMarco, President  
Board of Commissioners

**DEDICATION AND ACCEPTANCE OF PUBLIC RIGHT OF WAY AGREEMENT**

**From:** DEBORAH FANNIE  
39 York Drive  
Pittsburgh, Pennsylvania 15214

**To:** THE TOWNSHIP OF ROSS  
1000 Ross Municipal Drive  
Pittsburgh, PA 15237

**Block and Lot No.:** a portion of 219-E-20

**After Recording, Mail To:** KEVIN J. O'HARE, ESQ.  
YUKEVICH MARCHETTI FISCHER & ZANGRILLI, P.C.  
200 First Avenue, Suite 100  
Pittsburgh, PA 15222

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**THIS DEDICATION AND ACCEPTANCE OF PUBLIC RIGHT OF WAY AGREEMENT**  
("Agreement"), effective the 17 day of August, 2023, by and between:

**DEBORAH FANNIE**, having an address of 39 York Drive, Township of Ross, Pittsburgh,  
Pennsylvania 15214 ("Grantor" and, at times, "Fannie");

and

**THE TOWNSHIP OF ROSS**, a First Class Township organized in accordance with the laws  
of the Commonwealth of Pennsylvania and situate within Allegheny County, Pennsylvania, having  
its municipal offices located at 1000 Ross Municipal Drive, Pittsburgh, Pennsylvania 15237  
("Grantee" and, at times, "Township").

**WITNESSETH:**

**WHEREAS**, Fannie is the owner in fee simple of that certain improved parcel of real  
property located at 4641 Peoples Road and adjacent to and bordering a section of Nelson Run  
Road situate within the Township of Ross, County of Allegheny, Commonwealth of Pennsylvania,  
said parcel being designated as Block and Lot No. 219-E-20 (the "Property," as that term is  
hereinafter further identified);

**WHEREAS**, the said Nelson Run Road is a public road and right of way for which the  
Township is responsible for the maintenance and upkeep related thereto;

**WHEREAS**, the Township has determined that it is necessary to undertake efforts to  
correct and rectify the current state of a portion of Nelson Run Road, including a storm water  
management facility, resulting from natural long-standing erosion;



**WHEREAS**, in order to effectively complete the above-described remediation, a portion of an existing sanitary sewer main line owned and operated by the Girty's Run Joint Sewer Authority (the "Authority") and located within the current Nelson Run Road needs to be relocated;

**WHEREAS**, the said portion of the Authority's sanitary sewer line will be relocated by the Township on behalf of the Authority as part of the Project, as that term is more specifically defined below;

**WHEREAS**, the said portion of the sanitary sewer line will be relocated from Nelson Run Road to a location within the Right of Way (as that term is hereinafter defined) granted hereby;

**WHEREAS**, the Township, through its consulting engineers, has determined that, in order to effectively commence and complete the Project, and to allow for any future work in support of the improvements to be made thereunder, it requires access to a certain portion of the Property, as the same is more particularly described and defined herein;

**WHEREAS**, to that end, the Township initially sought a permanent easement over and through a certain portion of the Property, as the same is more particularly described and defined herein;

**WHEREAS**, as a result of discussions between the Township and Fannie regarding the intended permanent easement, Fannie expressed the preference to instead grant to the Township a permanent right-of-way over the area of the Property required by the Township and for the Township to effectively take legal title over the said portion;

**WHEREAS**, Fannie is willing to grant the said legal right-of-way to the Township and the Township agrees to accept the grant of the subject portion of the Property as a legal right-of-way, all in accordance with and expressly subject to the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the foregoing preambles, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the parties hereto hereby expressly agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date on which it has been duly-executed by Grantee (the "Effective Date").
2. **Execution by Grantee.** Grantor understands and agrees that Grantee has no obligation and shall not be required to execute this Agreement unless and until: (i) Grantor has delivered a duly-executed and witnessed original to Grantee; and (ii) Grantee has been duly-authorized to execute this Agreement by the Board of Commissioners of the Township at a duly-convened meeting thereof.
3. **The Project.** Grantee intends on undertaking efforts to remediate and rectify a failing and dilapidated storm sewer and a land bridge on and along Nelson Run Road within the Township of Ross resulting from long-standing erosion, along with related shoring of the creek bed on and along the said Nelson Run Road at or near the work site, which will also include the relocation of a portion of an existing sanitary sewer main line owned and operated by the Authority (the "Project").

4. Dedication of Right of Way. In furtherance of the Project, Grantee requires additional real property on and along Nelson Run Road, an existing public right-of-way. Accordingly, for and in exchange for the Total Consideration to be provided by Grantee to Grantor, as the same is more particularly defined in Section 5 below, Grantor has agreed to dedicate to Grantee a portion of Grantor's Property adjacent to and along the said Nelson Run Road, and Grantee has agreed to accept the said dedication, in order to provide additional land to permit Grantee to effectively commence and properly complete all aspects of the Project, and to allow for any future work in support of the improvements to be made thereunder. The surface of the Right of Way, (primarily the Licensed Area (as that term is hereinafter defined) shall be restored by Grantee to its pre-Project condition, promptly after completion of the Project, consistent with Section 5.b.(ii) herein. In the event of any future disturbance of the surface of the Right of Way by Grantee that disturbs the surface of the Licensed Area, Grantee shall likewise restore the Licensed Area to its condition existing immediately prior to the subject disturbance.

The said area of real property to be dedicated by Grantor to Grantee and to be accepted by Grantee from Grantor is located on a parcel of real property owned by Grantor and situate in the Township of Ross, Allegheny County, Pennsylvania, said parcel conveyed to Grantor by Donna J. Groomes by deed recorded on February 5, 2015 in Deed Book Volume 15876, page 331 in the Allegheny County, Pennsylvania, Department of Real Estate, said property being designated as Block & Lot No. 219-E-20 in the Tax Registry Office of Allegheny County, Pennsylvania (the "Property").

The area currently situate in the particular location within the Property to be dedicated by Grantor to Grantee as a legal right of way is more particularly described, defined and shown on the plan or drawing identified in Exhibit "A" attached hereto and made an integral part hereof and consistent with markings on the paved area and posts in the ground previously placed by Grantee (the "Right of Way"). Grantor hereby further acknowledges and accepts the location of the Right of Way as described herein.

In furtherance of the dedication of the Right of Way, and in exchange for the consideration more particularly described in Section 5 below, Grantor does hereby grant, bargain, convey and dedicate to Grantee, its successors and assigns, the Right of Way as a permanent legal right of way to become annexed and appended to the existing Nelson Run Road, resulting in an expanded public right of way as set forth in Exhibit "A," for which Grantee will be responsible in the future.

5. Consideration for Right of Way.

a. Monetary Consideration. Grantee agrees to pay and Grantor agrees to accept the total sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as the total amount of monetary consideration to be paid by Grantee to Grantor in exchange for the Right of Way dedicated and accepted hereby (the "Monetary Consideration"). The Monetary Consideration shall be paid to Grantor by Grantee promptly following the enactment of the ordinance by the Board of Commissioners for Grantee as contemplated by Section 6(iii) below.

b. Non-Monetary Consideration. In addition to the payment of the Monetary Consideration, the following shall be additional non-monetary consideration provided by Grantee and accepted by Grantor in further exchange for the Right of Way:

- (i) An existing privately-owned stormwater sewer line owned by Grantor runs beneath a portion of the Property on which an existing parking area serving the Property is located. As additional consideration for the conveyance of the Right of Way by Grantor, Grantee agrees to perform, or cause to be performed, at its sole cost, a televised/camera viewing of the said stormwater sewer line. Grantee's sole obligations regarding the said televising shall be to bear the cost of the same and to provide any report or evidence (video or otherwise) generated by the said viewing to Grantor. Grantee shall have no responsibility whatsoever for providing any evaluation of the viewing or its findings or to render a determination of the line's existing condition and hereby provides no representations relating thereto. Grantor is, and shall continue to be, solely responsible for any and all maintenance, repair and continued operation and functionality of and to the said stormwater sewer line. Grantee shall not be responsible for any failure, damage or disruption of or to the said line except to the extent any damage is proven to be a direct result of Grantee's construction activities during the Project.
- (ii) the Right of Way being dedicated hereunder includes a small portion of the existing parking area serving the Property. Although Grantor's dedication and conveyance of the Right of Way hereunder includes the said small portion of the parking area, which shall become property of Grantee pursuant to this Agreement, effective upon the completion of the Project and the restoration of the surface of the parking area as contemplated in this sub-paragraph (ii), Grantee hereby grants to Grantor a license to continue to use the said portion of the parking area solely for parking purposes to be used by Grantor, its employees and representatives and other business invitees, such area being defined as the "Licensed Area"). The license granted for the Licensed area herein shall be perpetual in nature, run with the land and benefit current and future owners of the Property.

In furtherance of the foregoing license, Grantee agrees that, following completion of the Project, it shall promptly, depending on weather, seasonal or other conditions not within the reasonable control of the Grantee, restore the surface of the Licensed Area disturbed or disrupted by the Project by replacement of the asphalt and otherwise return it to its pre-Project condition, all at its sole cost and expense. Following completion of the Project, Grantee shall not construct or place any above ground structure or object on the surface of the Licensed Area as the same is defined above without the prior written consent of Grantor. If Grantee provides prior written consent, Grantor may, at Grantor's sole expense, periodically pave, blacktop or otherwise maintain the surface of Licensed Area,

consistent with the appearance and condition of Grantor's surrounding parking area, as part of Grantor's periodic maintenance of Grantor's parking area.

- (iii) there is an existing portion of the parking area adjacent or in close proximity to the Right of Way, but not located within the Right of Way, where the existing surface is in an inferior, substandard condition from prior work on the private stormwater sewer line referenced in sub-paragraph (i) above undertaken by Grantor. This area is estimated to be fifty-six (56) square feet in size, the precise location and dimension of which shall be mutually agreed on between the parties.

Grantee agrees that during the restoration of the parking area following the completion of the Project, it will also repair the surface on the aforementioned area in the same manner as it will undertake to restore the portion of the parking area located within the Right of Way. Grantee's sole obligation shall be for such restoration and shall have no further obligation whatsoever. This area will remain the property of Grantor, who shall remain responsible for any and all future maintenance thereof.

The obligations listed above in this Paragraph 5(b) shall be hereinafter referred to as "Non-Monetary Consideration" and, collectively with Monetary Consideration, "Total Consideration").

(c) Grantor hereby willingly accepts the Total Consideration provided by Grantee to Grantor as full, complete and final payment of any compensation or consideration Grantor may seek, claim or is entitled to seek or claim, in exchange for the rights granted under this Agreement and hereby expressly, knowingly and willingly waives and forgoes any other compensation or consideration for any interests conveyed by it to Grantee hereunder other than the Total Consideration provided hereunder. Grantor hereby expressly releases Grantee, its agents, representatives, contractors, subcontractors and successors in interest from any claims for additional compensation in exchange for the property rights granted hereunder.

(d) Further, Grantor hereby acknowledges that the Total Consideration paid by Grantee for the Right of Way granted and conveyed hereby is fair and adequate. Grantor hereby expressly and knowingly releases Grantee from the following claims related to Grantor's grant of the Right of Way hereunder: (a) other than the Total Consideration to be provided pursuant to Section 5 above, any and all claims for just compensation, damages, costs, expenses, fees (including, without limitation, attorney's fees) or any other compensation under Pennsylvania's Eminent Domain Code or any successor statute, or any constitutional or statutory provision regarding the taking of property, including, without limitation, claims for inverse condemnation; and (b) any and all claims for damage to Grantor's property or diminution of the value of Grantor's property, other than a claim that Grantee breached its express obligations herein, or a claim that Grantee has physically damaged a portion of Grantor's property outside the Right of Way .

6. Acceptance of Right of Way by Grantee. Grantor and Grantee agree that Grantee's acceptance of the dedication of the Right of Way by Grantor is expressly conditioned upon the satisfaction of the following:

- (i) delivery of the Consent and Release from Mortgage from all mortgagees as set forth in Section 8 below;
- (ii) Grantor's full satisfaction of all obligations hereunder; and
- (iii) the enactment of an ordinance by the Board of Commissioners for the Township at a duly-convened meeting approving the dedication and acceptance of the Right of Way, which will be submitted to Allegheny County by Grantee.

Grantor and Grantee agree that the requirements set forth above shall be satisfied before Grantee may commence the Project.

7. Covenant Regarding Title to Property by Grantor. Grantor expressly covenants, warrants and represents that, at the time of execution of this Agreement, it is the sole owner in fee simple of the Property and that the same is titled solely and fully in its name.

8. Mortgage(s) and Other Encumbrances on the Property. Grantor expressly covenants, warrants and represents the following:

- (i) That the sole mortgage on the Property previously granted by Grantor and remaining unsatisfied is as follows:

that certain Open-End Mortgage and Security Agreement granted by Grantor, as mortgagor, to and in favor of First National Bank of Pennsylvania, as mortgagee, recorded with the Allegheny County, Pennsylvania, Department of Real Estate, on September 7, 2022 as Instrument No. 2022-69109 at Mortgage Book Volume 56798, page 84;

- (ii) with respect to the foregoing mortgage(s) identified above, as a condition precedent to the dedication and acceptance of the Right of Way, Grantor agrees that it shall have each mortgagee named in Section 8(i) above execute a written Consent and Release from Mortgage, in a form mutually satisfactory to both any such mortgagee(s) and Grantee, which shall evidence the said mortgagee(s) consent to the dedication of the Right of Way and its release of the Right of Way from the applicable mortgage, have the same recorded in the public land records and submit a true and correct copy thereof to Grantee;
- (iii) there are no other mortgages, notes or agreements, whether recorded or unrecorded, or other instruments of indebtedness or encumbrance outstanding against the Property; and
- (iv) to the extent there are any leases affecting any portion of the Property, including, but not limited to, the Right of Way, the dedication of the Right of Way contemplated herein will not cause or result in a breach of the terms



of any such lease.

9. General Acknowledgements by Grantor. Grantor hereby specifically and expressly understands, acknowledges and accepts that:

- (i) this in an important and binding legal contract;
- (ii) all of the provisions of this Agreement are reasonable and enforceable;
- (iii) this Agreement has been freely and fairly negotiated by the parties hereto and each party has had the opportunity to review and, if they so choose, discuss the same with their respective legal counsel;
- (iv) it has had ample time to review the terms and conditions of this Agreement;
- (v) it fully understands the obligations and responsibilities imposed upon it hereby;
- (vi) such obligations are material to this Agreement and to Grantee;
- (vii) in agreeing to enter into this Agreement, Grantee is expressly relying upon the covenants made and the obligations and responsibilities undertaken by Grantor herein;
- (viii) Grantee has made no representations other than those expressly set forth herein, if any;
- (ix) it is not relying on any statement made by Grantee; and
- (x) it agrees to be bound hereby.

10. Broker, Agent or Finder. Grantor represents and warrants that it has no broker, agent or other finder retained or otherwise involved in connection with this Agreement and that they have not had any dealings with any other person or entity which might entitle that person or entity to a fee or commission. Grantor agrees to indemnify, save, defend and hold harmless against all liabilities arising from any claim of any such broker, agent or finder in connection with this transaction, including attorneys' fees and costs, the obligation of which resulted from their respective acts. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

11. Waiver and Release by Grantor. In exchange for the Total Consideration provided hereunder, Grantor hereby expressly and specifically forever releases and discharges Grantee from, of and for, and hereby waives and surrenders, any and all past, present and future claims, counterclaims, cross claims, demands, suits, actions, causes of actions, liabilities, obligations, damages and injuries, of any nature or kind whatsoever, including claims for personal injury or property damage, plus any and all costs, fees and expenses, including attorney's fees, whether arising at law or in equity, under the common law, federal, state, local or other law, in any manner relating to the Project, the Right of Way or the dedication and acceptance thereof (collectively, "Claims"). Grantor expressly agrees for itself, and on behalf of its officers, directors, members, shareholders, employees, servants, contractors, agents, representatives, successors, assigns and insurers, as the case may be, that it will assert no Claim against Grantee relating, in any way or manner whatsoever, to the Project, the Right of Way or the dedication and acceptance thereof. It is the express intention of Grantor that the foregoing shall constitute and serve as a full, comprehensive and final general release of Grantee from all Claims. Notwithstanding the foregoing, this Waiver and Release by Grantor does not pertain to i) damage, if any, to portions of Grantor's property outside of the Right of Way, resulting from Grantee's carrying out and completing the Project, or ii) activities of Grantee within

the Right of Way occurring after the Project is completed, such as future work by the Grantee in, on or near the Right of Way.

12. Indemnification by Grantor. Grantor agrees that it shall indemnify, defend, save, hold harmless and protect Grantee and its directors, officers, professional advisors, agents, servants, employees and contractors from and against all suits, claims, arbitrations, actions, damages, losses and expenses, including, but not limited to, counsel fees, costs and expenses, brought by any mortgagee of the Property, or by any person or entity asserting a claim of ownership or right in connection with the Right of Way superior to grantor's, for all costs or liability Grantee may incur resulting or arising from, or in any way related to, dedication by Grantor and acceptance by Grantee of the Right of Way.

13. Risk of Loss. The risk of loss relating to the Property and/or the Right of Way shall remain with and on Grantor until the Right of Way has been duly dedicated by Grantor and accepted by Grantee. Grantor shall bear the risk of loss until such time.

14. Entire Agreement. This Agreement, together with any attached exhibits and incorporated documents, if any, constitutes the sole and only agreement between Grantor and Grantee respecting the subject matter of this Agreement, specifically the dedication and acceptance of the Right of Way described herein, correctly sets forth the obligations of Grantor and Grantee to each other as of the Effective Date, and supersedes all prior agreements and understandings relating to the subject matter hereof. Any agreements or representations, oral or written, respecting the dedication of the Right of Way by Grantor and acceptance of the same by Grantee not expressly set forth in this Agreement, shall be and are null and void.

15. Interpretation of Agreement. Prior to signing this Agreement, each party has read and understands all terms and conditions set forth herein, the parties hereto have each had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of the party causing this Agreement to be drafted.

16. Amendments. This Agreement shall not be amended or modified in any manner whatsoever except by a writing signed by all parties hereto.

17. Severability. It is the intention of the parties that the provisions of this Agreement shall be enforceable to the fullest extent permitted by applicable law and that the unenforceability, or modification to conform to such law, of any provision(s) hereof shall not render unenforceable, or impair, the remainder thereof. If any provision(s) hereof shall be deemed invalid or unenforceable, either in whole or in part, then this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision(s) and to substitute for the invalid provision(s) a valid provision(s) which will most closely approximate the legal and economic effect and intent of the invalid provision(s) and render it valid and enforceable.

18. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising hereunder shall be subject to the jurisdiction and venue of the State or Federal Courts sitting in Pittsburgh, Pennsylvania and both parties consent to such jurisdiction and venue.

19. Counterparts. This Agreement may be executed in any number of conforming counterparts, each of which shall be an original, which taken together shall constitute the entire Agreement. For purposes of this Agreement, a telecopy or electronic copy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

20. Binding Effect. This Agreement and all its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns, as the case may be. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any breach of any provision hereof be construed as a waiver of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any other obligations herein.

21. Assignment. Neither party shall have the right to assign its interests hereunder to any party without the express prior written consent of the other.

22. Recordation. Grantor and Grantee each warrant and represent that this Agreement, or any memorandum hereof, shall be recorded in the public land records or other public records office of any jurisdiction, specifically including the Allegheny County Department of Real Estate at the expense of Grantee.

23. Township Ordinance for Formal Acceptance. Grantor understands, acknowledges and agrees that Grantee may formally accept the dedication of the Right of Way pursuant to and through an ordinance introduced and approved at a fully-convened meeting of the Board of Commissioners for the Township and, thereafter, submit the said approved ordinance to Allegheny County in order to properly and formally document the Right of Way granted, conveyed and dedicated by Grantor and accepted by Grantee hereby as a legal public right of way appended to the currently-existing legal right of way commonly referred to as Nelson Run Road.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, and after having carefully reviewed this document and all other documents and exhibits incorporated herein, and being satisfied with the contents thereof, have hereunto set their respective hands and seals on the respective dates set forth below.

**WITNESS:**

**GRANTOR:**


**DEBORAH FANNIE**

  
\_\_\_\_\_

  
\_\_\_\_\_

Date of Execution: August 17, 2023

**ATTEST:**

  
RONALD L. BORCZYK, Secretary

**GRANTEE:**

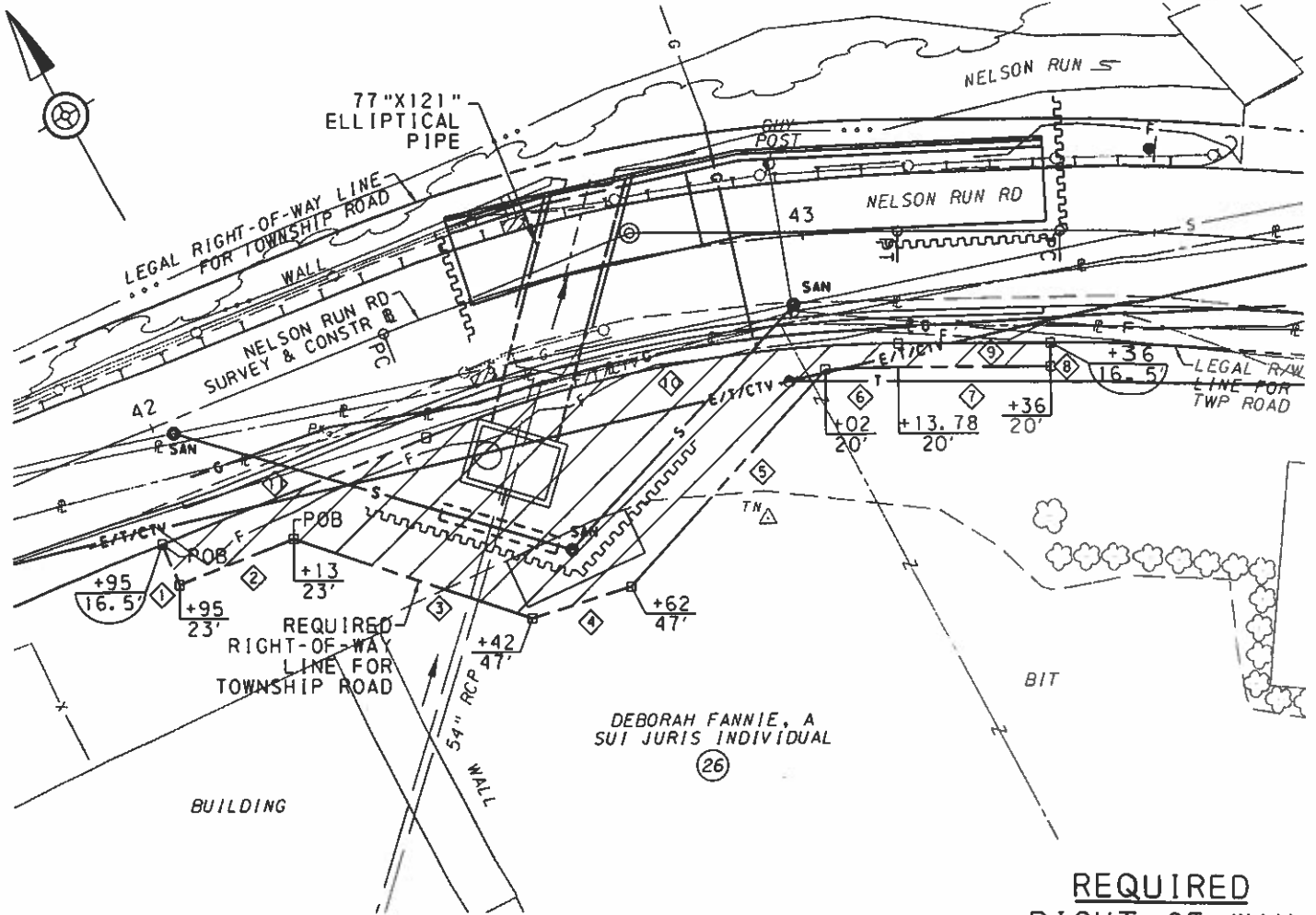
**THE TOWNSHIP OF ROSS**

By: 

Name: DANIEL DEMARCO

Title: PRESIDENT, BOARD OF COMMISSIONERS

Date of Execution: SEPTEMBER 5, 2023



**REQUIRED RIGHT-OF-WAY**

- ① S06°51'39"W, 6.5'
- ② S83°08'21"E, 18.0'
- ③ S42°11'10"E, 36.7'
- ④ S78°42'53"E, 15.29'
- ⑤ N70°56'16"E, 42.74'
- ⑥ R=180.0', L=10.60'
- ⑦ S61°01'00"E, 22.22'
- ⑧ N28°59'00"E, 3.5'
- ⑨ N61°01'00"W, 22.22'
- ⑩ R=183.50', 70.85'
- ⑪ N83°08'21"W, 41.56'

**LEGEND**

- SCALED DIMENSION
- REQUIRED RIGHT-OF-WAY FOR TOWNSHIP ROAD
- CONSTRUCTION SLOPE LIMITS

**SCALE**



OWNER: DEBORAH FANNIE, A SUI JURIS INDIVIDUAL  
 TAX MAP: 219-E-20/219-E-18  
 DEED BOOK 15876 PAGE 331  
 INSTRUMENT #2015-30814

AREA OF REQUIRED RIGHT-OF-WAY  
 1,905 SF (0.044 AC)

DISCLAIMER NOTICE:  
 THIS PLOT OF REQUIRED RIGHT-OF-WAY  
 IS NOT TO BE SUBSTITUTED  
 FOR A BOUNDARY SURVEY.

CLIENT:	ROSS TOWNSHIP
PROJECT:	NELSON RUN ROAD BRIDGE #1 ROSS TOWNSHIP - ALLEGHENY COUNTY, PA
TITLE:	PLOT OF REQUIRED RIGHT-OF-WAY TO BE CONVEYED TO ROSS TOWNSHIP
EXHIBIT A	
DATE: 06/13/2023	

DRAWN BY: JWH    CHECKED BY: ENB


**ACKNOWLEDGMENT FOR GRANTOR**

COMMONWEALTH OF PENNSYLVANIA    )  
  )  
COUNTY OF ALLEGHENY            )        **ss:**

On this 17 day of August, 2023, before me, the undersigned officer, a notary public in and for the aforesaid state and county, personally appeared **DEBORAH FANNIE**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

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

My commission expires:

  
\_\_\_\_\_  
Notary Public

**Commonwealth of Pennsylvania - Notary Seal**  
**Mark S. Riethmuller, Notary Public**  
**Washington County**  
**My commission expires October 11, 2024**  
**Commission number 1137818**  
**Member, Pennsylvania Association of Notaries**

