



**TOWNSHIP OF NORTH FAYETTE
RESOLUTION NO. 82-24**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE EXECUTION OF AN EASEMENT ENCROACHMENT AGREEMENT TO ALLOW FOR CONSTRUCTION OF ACCESSORY STRUCTURES WITHIN THE SANITARY SEWER AND STORM SEWER EASEMENT LOCATED ON THE PROPERTY AT 207 COMMODORE DRIVE.

WHEREAS, the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Brian and Anita Armentano (hereinafter "Property Owners") are the current Property Owners of Lot 127, as shown on Plan of Lots entitled Seabright Plan of Lots, Phase 1 ("Plan"), located within the Township of North Fayette (hereinafter "Township"), at 207 Commodore Drive, McDonald, PA, 15057, also referred to as Allegheny County Tax Parcel I.D. No. 913-P-16 (hereinafter "Property");

WHEREAS, as reflected in the above referenced Plan (recorded with Allegheny County in Plan Book Volume 221, pages 160 - 163), the Township currently holds a Sanitary Sewer and Storm Sewer Easement (hereinafter "Easement") which traverses over, upon, and across the Property and in which the Township has previously constructed and maintains installed utilities currently servicing the property and other properties in the Plan;

WHEREAS, the Property Owners wish to construct accessory structures (hereinafter "Structures"), specifically a fence, pool, concrete pad, and shed, over, upon, and across portions of the Easement; and

WHEREAS, the Property Owners understand and agree that the Township has and shall for all times hereafter reserve and retain the unfettered right to exclude any/all structures or other encroachments from within its Easement, in its sole discretion and without recourse; and

WHEREAS, to accommodate the wishes of the Property Owners to place said Structures within the Easement at their own risk and without recourse, the Township is willing to enter into an Easement Encroachment Agreement (hereinafter "Agreement") with the Property Owners to allow the construction of the Structures over, upon and across specified portions of its Easements, as outlined in the Agreement (Exhibit 'A').

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the Township of North Fayette hereby resolves as follows, incorporating the above recitals by reference:

- SECTION 1.** The AGREEMENT (No. EEA-2024-7) is hereby approved, and the appropriate Township Officials are hereby directed to execute said AGREEMENT; and
- SECTION 2.** The Township Solicitor is hereby directed to record this RESOLUTION and said AGREEMENT with the Allegheny County Department of Real Estate; and
- SECTION 3.** All prior resolutions are hereby repealed in whole or in part to the extent inconsistent herewith; and
- SECTION 4.** This RESOLUTION shall take effect in accordance with applicable law.

AND NOW, this 13th day of August 2024, upon motion duly made and seconded, the foregoing **RESOLUTION** is hereby adopted.

ATTEST:

**TOWNSHIP OF NORTH FAYETTE
BOARD OF SUPERVISORS**


James Mangan
Township Manager


James Morosetti, Chair

APPROVED AS TO FORM:

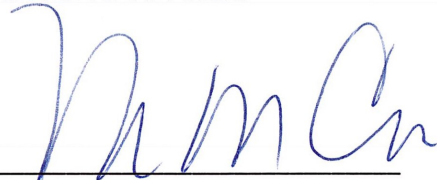

Michele Cromer, Esquire
Township Solicitor

EXHIBIT 'A'

EASEMENT ENCROACHMENT AGREEMENT

TOWNSHIP OF NORTH FAYETTE
EASEMENT ENCROACHMENT AGREEMENT & RELEASE

THIS AGREEMENT, made this 14th day of August, 2024, by and between:

TOWNSHIP OF NORTH FAYETTE
a Second Class Township located in Allegheny County,
duly organized and existing under the laws of
Commonwealth of Pennsylvania
("Township")

-and-

BRIAN ARMENTANO & ANITA ARMENTANO
207 Commodore Dr.
McDonald, PA 15057
(Parcel 913-P-16)
("Property Owner(s)")

WITNESSETH:

WHEREAS, Brian Armentano & Anita Armentano("Property Owner(s)") own the property located within North Fayette Township, with a USPS mailing address of 207 Commodore Dr., McDonald, PA 15057, and also referred to as Allegheny County Tax Parcel I.D. No. 913-P-16;

WHEREAS, as reflected in the recorded Plan of Lots, the Township currently holds a Sanitary Sewer & Storm Sewer Easement(s) which traverses over, upon, and across the Property Owner's property and in which the Township has previously constructed and maintains installed utilities currently servicing the property and other properties in the Plan;

WHEREAS, the Property Owner(s) understands and agrees that the Township has and shall for all times hereafter reserve and retain the unfettered right to exclude any/all structures or other encroachments from within its Easement, in its sole discretion and without recourse;

WHEREAS, in spite of the foregoing, the Property Owner(s) wishes to construct, install, place, and maintain certain accessory structure(s) over, upon and across portions of the Easement, specifically **FENCE, POOL, AND CONCRETE PADS AND SHEDS** (hereinafter collectively "**ENCROACHMENT(S)**");

WHEREAS, in order to accommodate the wishes of the Property Owner(s) to place said structure within the Township's Easement at their own risk and without recourse, the Township is willing to consider and agree to grant its permission to allow the Property Owner(s) to construct the **ENCROACHMENT(S)** over, upon and across specified portions of its Easement, at least temporarily, in consideration of and subject to the understandings, agreements, acknowledgments, conditions, and releases as set forth here in after.

NOW, THEREFORE, the Parties, for themselves, their heirs, successors, and assigns, hereby agree as follows:

1. **AUTHORIZATION TO ENCROACH:** The Township hereby grants to the Property Owner(s) its consent and permission to construct the **ENCROACHMENT(S)** over, upon and across specified portions of its Easement, pursuant to the terms of this Agreement & Release, and solely in the area and as depicted on Exhibit "A" and also in strict conformity with such final Building Plans and Permits as may be approved and issued hereafter by the Township and subject to all conditions thereon as may be deemed necessary and proper in the sole discretion of the Township and its Township Engineer.

2. TOWNSHIP TO APPROVE EXACT LOCATION OF THE FENCE: The Property Owner(s) shall not commence construction of the ENCROACHMENT(S), or any like replacement of the same in the future, until the Township's Director of Community Development, or his/her designee, has approved the exact location of the ENCROACHMENT(S) and any associated improvements, posts, and/or any other features within the Easement, in order to assure that the ENCROACHMENT(S) and its associated accessories, equipment, and any related improvements are installed at a suitable horizontal distance from any buried sewer lines if determined necessary; to otherwise assure the safety and long-term integrity of said sewer easements; and to minimize the need for any future disturbances to the ENCROACHMENT(S) structure in the event of future Township entries into the easement for line maintenance or repair.

3. REMOVAL OF ENCROACHMENT (NON-EMERGENCIES): Upon written notice provided by the Township to the Property Owner(s) personally, and/or by certified mail, and/or by posting of the property if the Property Owner(s) is absent or cannot be located at the property, the Property Owner(s) shall temporarily or permanently remove any or all of the ENCROACHMENT(S) from the Easement within thirty (30) days of the date of such personal service or posting, or from the date of mailing of such notice. Such requests made to the Property Owner(s) by the Township to remove the ENCROACHMENT(S) will be made pursuant to a need of the Township to use, service, and/or connect to the sewers or other utilities located throughout the Easement, and/or to access the easement for the purpose of accessing a connected Easement, and/or to maintain and facilitate the flow of surface water for drainage purposes and/or to eliminate harm or potential harm to its sewers posed by the presence of the encroachment, or for other legitimate purposes as determined in good faith by the Township in its sole discretion upon the recommendation of the Township Engineer.

4. EMERGENCIES: Notwithstanding the foregoing, in a situation deemed to be an emergency as determined by the Township it is sole discretion upon the recommendation of the Township Engineer, the ENCROACHMENT(S) shall be removed by the Property Owner(s) upon lesser notice from the Township, or may be removed without any prior notice, and in either case the Property Owner(s) shall bear all costs of demolition, relocation and/or reconstruction.

5. FAILURE TO REMOVE: In the event the Property Owner(s) fails to remove the ENCROACHMENT(S) when required by this Agreement & Release, or at any time under emergency circumstances as provided in Paragraph 3, above, the Township shall have the right to remove the ENCROACHMENT(S), and the Property Owner(s) shall reimburse the Township for the costs incurred in removing the ENCROACHMENT(S) within thirty (30) days of notice thereof. All such removal costs shall be a municipal lien upon the property from the date incurred by the Township.

6. DESTRUCTION OR REMOVAL OF ENCROACHMENT: In the event of the destruction or removal of the ENCROACHMENT(S), the Property Owner(s) may apply for permission to reconstruct the ENCROACHMENT(S) in the Easement under the then-existing regulations, which the Township may grant or deny in its sole discretion and/or subject to such terms and conditions as may be deemed necessary and proper by the Township Engineer, without appeal or other recourse.

7. TOWNSHIP RESERVATION OF RIGHTS: The Property Owner(s) hereby acknowledges and agrees that, in granting this permission, the Township specifically reserves all rights in its Easement and that the Township has and shall continue at all times hereafter to retain the unfettered right in its sole discretion to exclude any and all structures from within its Easement, including the subject ENCROACHMENT(S). Property Owner(s) further acknowledges that this Agreement & Release does not confer and the Property Owner(s) shall never have or claim any prescriptive, contractual or other legal right of encroachment into the Easement or any rights to maintain or reconstruct the ENCROACHMENT(S) or any other structure therein asserting non-conforming or 'grandfathered' use.

8. INDEMNIFICATION & RELEASE: The Property Owner(s) agrees to release, indemnify, defend, and hold harmless the Township from any and all causes of action, damages, losses, liens, liabilities costs, expenses or claims whatsoever arising out of the construction of the **ENCROACHMENT(S)** over, upon and across the Easement and the resulting encroachment thereon or the removal therefrom. Any removal costs incurred relating to the construction and existence of the **ENCROACHMENT(S)**, or its removal, shall be borne by the Property Owner(s), at no cost to the Township. The Property Owner(s) waives and releases all rights, causes of action or claims against the Township, and shall hold the Township harmless against, any claims based on the construction of the **ENCROACHMENT(S)** over, upon and across the Easement, or arising out of or relating to its destruction, damage, or removal by the Township.

9. PERPETUAL OBLIGATION: This Agreement & Release shall be binding upon all Owners, successors, and assigns taking title to the property after the execution of this Agreement & Release, and this Agreement & Release shall run in perpetuity with the land.

10. RECORDING: This Agreement & Release shall be recorded in the public records of Allegheny County, Pennsylvania, by the Property Owner(s) or by the Township at the Property Owner's sole expense.

11. BREACH: In the event that the Property Owner(s) breaches this Agreement & Release, the Township shall have the following remedies.

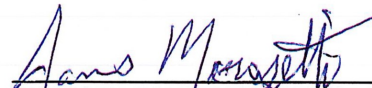
- a. All remedies provided for by Pennsylvania law.
- b. Money damages for any and all damages caused by the breach.
- c. Injunctive relief.
- d. Attorney's fees incurred by the Township or its agents as a result of the breach; and
- e. Litigation expenses and court costs incurred by Township as a result of the breach.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date first set forth above.

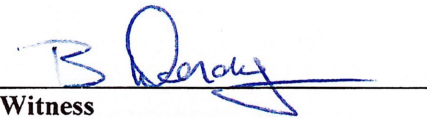
ATTEST:

NORTH FAYETTE TOWNSHIP:

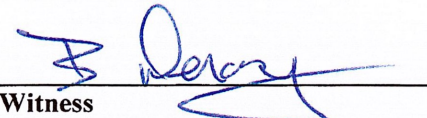

Township Manager/Secretary


James Morosetti, Chairman
Township Board of Supervisors

PROPERTY OWNER(S):


Witness


BRIAN ARMENTANO


Witness


ANITA ARMENTANO

EXHIBIT "A"

SURVEY/DRAWING DEPICTING APPROXIMATE LOCATION
OF
PERMISSIBLE ENCROACHMENTS WITHIN TOWNSHIP'S EASEMENT:

Located on the property of:

BRIAN & ANITA ARMENTANO

207 Commodore Dr.
McDonald, PA 15057
(Parcel 913-P-16)
("Property Owner(s)")

ACKNOWLEDGMENT OF TOWNSHIP

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 13th day of August, 2024, before me, the undersigned officer, personally appeared James Morosetti, Chairman, North Fayette Township Board of Supervisors, known (or satisfactorily proven) to me to be the person whose name is subscribed to the within instrument, who stated he has full authority to execute same on behalf of the Township of North Fayette and that he executed the same for the purposes therein contained.

Witness my hand and notarial seal this 13th day of August, 2024.

My commission expires the 12th day of March, 2028.

Marlyn L Jordan
Notary Public

Commonwealth of Pennsylvania - Notary Seal
MARLYN L JORDAN - Notary Public
Allegheny County
My Commission Expires March 12, 2028
Commission Number 1366265

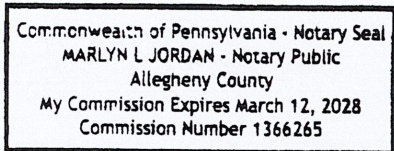
ACKNOWLEDGMENT OF PROPERTY OWNER(S)

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF ALLEGHENY)

On this, the 14th day of August, 2024, before me, the undersigned officer, personally appeared Brian Armentano, known (or satisfactorily proven) to me to be the person whose name is subscribed to the within instrument, who stated that they have full authority to execute the within instrument and that they executed the same for the purposes therein contained.

Witness my hand and notarial seal this 14th day of August, 2024.

My commission expires the 12th day of March, 2028.



Marlyn L Jordan
Notary Public

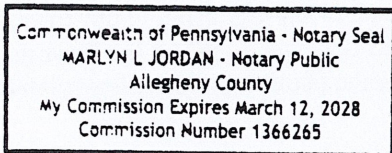
ACKNOWLEDGMENT OF PROPERTY OWNER(S)

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF ALLEGHENY)

On this, the 14th day of August, 2024, before me, the undersigned officer, personally appeared Br Anifa Armentano, known (or satisfactorily proven) to me to be the person whose name is subscribed to the within instrument, who stated that they have full authority to execute the within instrument and that they executed the same for the purposes therein contained.

Witness my hand and notarial seal this 14th day of August, 2024.

My commission expires the 12th day of March, 2028.



Marlyn L Jordan
Notary Public



Easement Encroachment Agreement Application

Name of Applicant: BRIAN ARMENTANO Email Address: BARMENTANO@GMAIL.COM
Address: 207 COMMODORE DR, McDONALD PA 15057 Phone: 817-291-8527

Name of Landowner: BRIAN AND ANITA ARMENTANO Email Address: BARMENTANO@GMAIL.COM
Address: 207 COMMODORE DR, McDONALD PA 15057 Phone: 817-291-8527

Address of Property: 207 COMMODORE DR Zoning District: R-2

Allegheny County Tax ID Number: 913-P-16 Total Acreage: 1/3 Neighborhood: SEABRIGHT

Instructions to Applicant:

This application must be submitted to the Department of Community Development along with the following supplemental materials:

1. Property survey showing the following:
 - a. What is proposed to be constructed (fence, pool, patio, etc.)
 - b. Existing conditions (including homes, sheds, garages, pools, etc.)
 - c. Existing easements, setbacks, rights-of-way, etc.
 - d. Identification of proposed encroachment into any easements.
2. Narrative detailing what is proposed to be constructed, and an explanation of why an encroachment agreement is being sought and how the easement is proposed to be encroached upon.
3. Application filing fee in the amount of \$350.00 in the form of check or money order made payable to the Township of North Fayette.

The filing fee covers the cost of preparing the agreement, review of the agreement by the Township Engineer and Solicitor, recording the executed agreement with the Department of Real Estate, and administrative expenses.

It is understood that the applicant/landowner is not delinquent in any fees owed to the Township of North Fayette. Should it be determined that there are any such outstanding obligations, the Township reserves the right to deny approval of this or any other project as submitted by the above-named applicant/landowner until all obligations are satisfied.



Further, the Property Owner(s) understand that the Township has and shall for all times hereafter reserve and retain the unfettered right to exclude any/all structures or other encroachments from within its Easement, in its sole discretion, and without recourse. In addition, the Property Owner(s) acknowledge that any damages, losses, liens, liabilities, costs, expenses, or claims whatsoever arising out of construction upon and across the easement and the resulting encroachment thereon or the removal therefrom. Any removal costs incurred relating to the construction within the easement shall be borne by the Property Owner, at no cost to the Township.

I/we, BRIAN AND ANITA ARMENTA certify that I/we are the Owner(s) of record of the property for which application is made or the authorized agent for the Owner, and that the information provided on and with this application is true and correct to the best of my knowledge or belief. (If the applicant is not the Owner, the Owner's signed and notarized authorization to his/her agent to act on the Owner's behalf is required to be submitted.)

[Signature]
Applicant Signature

8/4/2024
Date

[Signature]
Applicant Signature

8/4/2024
Date

Applicant Signature

Date

Township Use Only

Application Number: _____ Received By: _____ Date: _____

Application Fee: _____ Official Filing Date: _____

Approved By

Director of Community Development: _____ Date: _____

Township Solicitor: _____ Date: _____

Township Manager: _____ Date: _____

Hello,

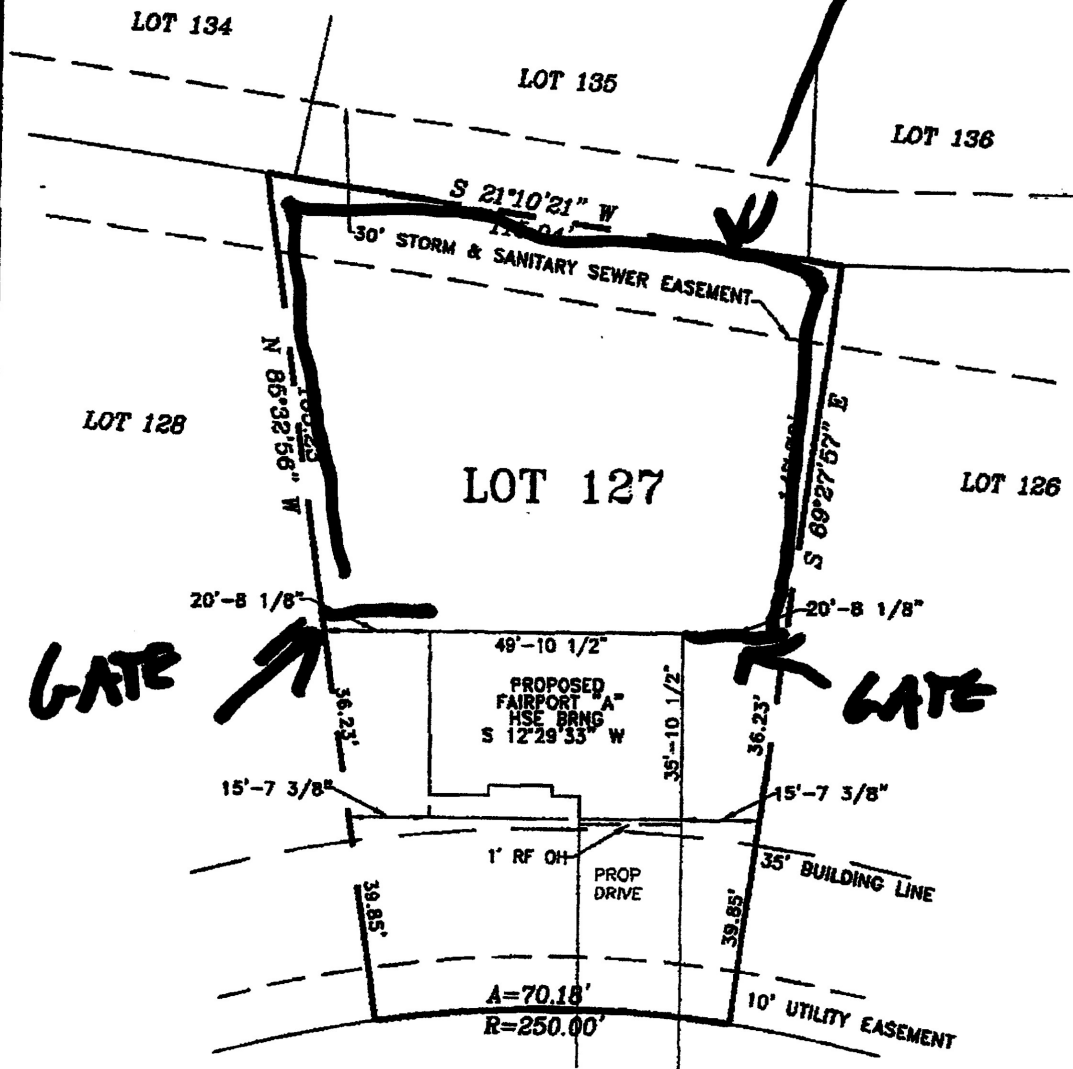
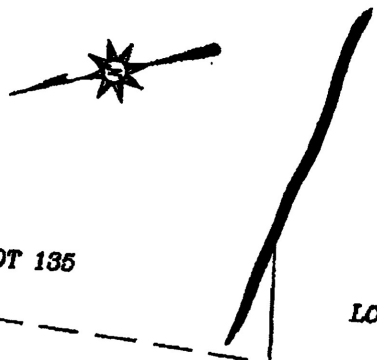
I wish to have a four foot high poly coated black chain link fence installed around my backyard at 207 Commodore drive in Mcdonald. My neighbor on the south side of my property already has that same type of fence. I wish to come from it and across the back of 207 Commodore and down the other side. The fencing will terminate even with the back line of the house and include gates on each side even with the house back wall.

This request is being made due to the plumbing easement behind my backyard. To extend evenly from my neighbors fence and across my back yard. Several other neighbors close to me have chain link fence already extending close to the easement (within fifteen feet) and I would like to have the same amount of yard size within my proposed fence line.

I appreciate your time in this matter,

Brian Armentno
Anita Armentano

FENCE = BLACK LINE



COMMODORE DR 50'



PLAN FOR: MARONDA HOMES		
LOT #127	PBV 221 PGS160-163	NORTH FAYETTE TOWNSHIP
SEABRIGHT PLAN OF LOTS PHASE 1		ALLEGHENY COUNTY, PA
SCALE: 1"=30'	NB PP.	DATE: 10-30-2002
TRIANGLE ENGINEERING AND PLANNING SERVICE 405 McNEILLY ROAD PITTSBURGH, PA 15226 412-563-8070 FAX: 412-561-3425 E-MAIL: TRIANGLE_ENGINEERING@MSN.COM		
DRAWN: DJ	CHECK:	JOB NO. 3057_127



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Heavy #9 gauge fabric provides a longer lifespan than lighter weight fabrics.



Thick walled posts. Many of our competitors use larger diameter posts to mask the fact that they are using posts with weaker, thinner walls.



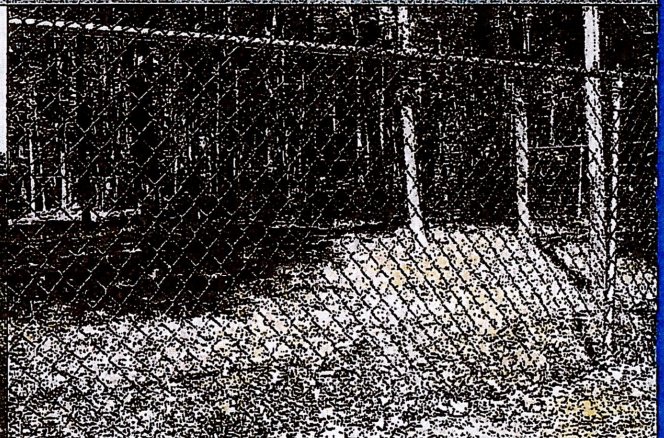
Chain link systems can be installed as all galvanized, galvanized frame work with vinyl coated fabric or as a total color system.



Polycoat framework available to match vinyl coated fabrics. Available in brown, green or black.



Custom gates fabricated to match any terrain.



Standard residential heights available are 3', 3.5', 4', 5' and 6'.