

TOWNSHIP OF O'HARA
ALLEGHENY COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE TOWNSHIP OF O'HARA, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE GRANT OF A DRIVEWAY EASEMENT TO NICHOLAS RAY STAHLNECKER AND BRITTANY RENA STAHLNECKER

WHEREAS, the Township is the owner in fee simple of certain property located in the Township of O'Hara, Allegheny County, Pennsylvania, which is currently designated as Block and Lot No. 291-M-80 ("Township Property").

WHEREAS, Nicholas Ray Stahlnecker and Brittany Rena Stahlnecker ("Owners") are the owners in fee simple of certain property located in the Township of O'Hara, Allegheny County, Pennsylvania, which is currently designated as 214 Linden Avenue, Block and Lot No. 291-S-84 ("Stahlnecker Property").

WHEREAS, a portion of the driveway serving the Stahlnecker Property was constructed on the Township Property without the Township's permission ("Driveway").

WHEREAS, in addition, a 12' x 12' shed ("Shed") and gravel drive ("Gravel Drive") serving the Stahlnecker Property was also constructed on the Township Property without the Township's permission.

WHEREAS, the Township desires to grant an easement to the Owners for the continued use of the Driveway by the current and future owners of the Stahlnecker Property, subject to the Owners': (1) removal of the Shed and Gravel Drive within sixty (60) days of the Effective Date of the easement; and (2) payment to the Township of the costs of preparation of easement plans, recording fees and transfer taxes.

WHEREAS, Section 501 of the Home Rule Charter requires that an action by the Council authorizing the conveyance of lands of the Township must be taken by ordinance.

NOW THEREFORE, IT IS HEREBY ORDAINED AND ENACTED by the Council of the Township of O'Hara, Allegheny County, Pennsylvania, as follows:

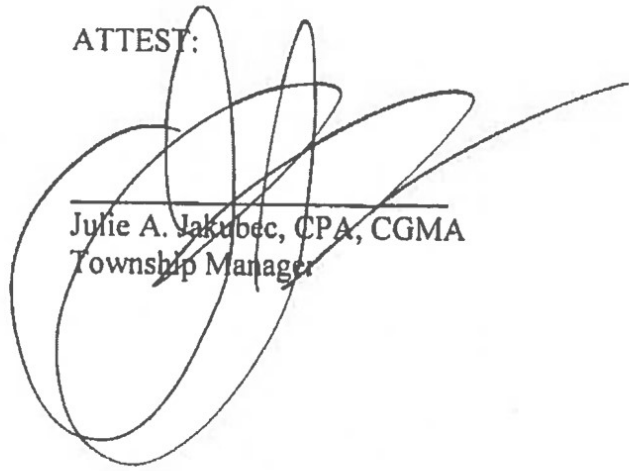
SECTION 1. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The Township is authorized to grant an easement for the benefit of the Stahlnecker Property over and across the Township Property for in the area described on Exhibit A attached hereto and made a part hereof, provided that the Owners shall: (1) remove of the Shed and Gravel Drive within sixty (60) days of the Effective Date of the easement; and (2) pay to the Township of the costs of preparation of easement plans, recording fees and transfer taxes.

SECTION 3. The Council President, or the Township Manager, as Council's designee under Section 1302(3) of the Home Rule Charter, are hereby authorized to execute any documents and to take any actions necessary or convenient to carry out the transactions contemplated hereby, subject to review and approval by the Township Solicitor.

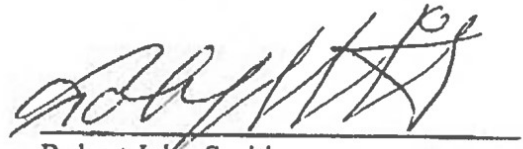
ORDAINED AND ENACTED this 12th day of September, 2023, by Council vote of 7 to 0.

ATTEST:



Julie A. Jakubec, CPA, CGMA
Township Manager

TOWNSHIP OF O'HARA



Robert John Smith
President of Council



First Reading	<u>Payne - Hammill</u>	<u>5 - 0</u>	<u>07/11/2023</u>
Second Reading			
& Adoption	<u>Stewart - Payne</u>	<u>7 - 0</u>	<u>09/12/2023</u>
Advertised	<u>09/28/2023</u>	Codified	_____

EXHIBIT A

This document was drafted by and upon recording please mail to:

Brendan P. Lucas, Esquire
Buchanan Ingersoll & Rooney PC
Union Trust Building
501 Grant Street, Suite 200
Pittsburgh, PA 15219

DRIVEWAY EASEMENT AGREEMENT

Made this _____ day of _____, 2023 (“Effective Date”),

BETWEEN

THE TOWNSHIP OF O’HARA (hereinafter referred to as “Grantor”), a political subdivision of the Commonwealth of Pennsylvania, located in the County of Allegheny and having its principal office located at 325 Fox Chapel Road, Pittsburgh, Pennsylvania 15238,

AND

NICHOLAS RAY STAHLNECKER AND BRITTANY RENA STAHLNECKER, husband and wife (hereinafter referred to as “Grantee”), having an address of 214 Linden Avenue, O’Hara Township, Pennsylvania 15238.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain property located in the Township of O’Hara, Allegheny County, Pennsylvania, which is currently designated as Block and Lot No. 291-M-80, and which was conveyed to Grantor by that certain deed dated February 25, 1975, which is recorded with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 5461, Page 205 (hereinafter referred to as “Grantor’s Property”) and which is further described on Exhibit A attached hereto. In addition, Grantor’s Property also includes any right, title and interest it may have to a certain unopened road described as “Unnamed Road – 20’ R.O.W.” on Exhibit C attached hereto; and

WHEREAS, Grantee is the owner in fee simple of certain property located in the Township of O’Hara, Allegheny County, Pennsylvania, which is currently designated as Block and Lot No. 291-S-84, and which was conveyed to Grantee by that certain deed dated January 31, 2013, which is recorded with the Department of Real Estate of Allegheny County, Pennsylvania in Deed Book Volume 15142, Page 368 (hereinafter referred to as “Grantee’s Property”) and which is further described on Exhibit B attached hereto; and

WHEREAS, Grantee constructed a portion of a driveway on Grantor’s Property for the benefit of Grantee’s Property without first obtaining permission from Grantor; and

WHEREAS, Grantor now desires to grant Grantee an easement for the portion of the driveway located on Grantor's Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and preambles incorporated herein by reference, and for One Dollar (\$1.00), and other such good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- A. **Grant of Easement:** Grantor, for itself and its heirs, purchasers, successors and assigns, hereby grants to Grantee, its successors and assigns, a non-exclusive, perpetual and permanent easement in the area geographically depicted and described as the "Driveway Easement for Ingress, Egress and Regress" on Exhibit C attached hereto for the purpose of installing, constructing, reconstructing, maintaining, repairing, replacing, and removing an existing paved driveway (collectively, the "Driveway") over, through, across and upon Grantor's Property for the benefit of Grantee's Property (the "Easement").
- B. **Grantee's Indemnification:** Grantee agrees to and shall indemnify, defend and hold Grantor harmless from any and all claims, damages, demand, suit, action or liability of any nature whatsoever, including reasonable attorneys' fees, property damage, injury or death to any person who is directly or indirectly an employee, agent, representative, guest, member or invitee of Grantee, or any other person or party who dies or is injured as a result of the use of the Easement or as a result of any other rights granted to Grantee herein.
- C. **Maintenance.** Grantee, at its sole cost and expense, shall maintain the driveway in good and safe repair with a concrete or asphalt surface.
- D. **Removal of Shed and Gravel Drive.** Grantee acknowledges that it has constructed a shed and gravel drive on Grantor's Property, which are identified as the "Gravel Drive and Shed to be Removed from Township Property" on Exhibit C. In consideration of the rights granted to Grantee by Grantor herein, Grantee agrees that, at Grantee's sole cost and expense, it shall remove said shed structure and gravel drive and return Grantor's Property to its previous state within sixty (60) days of the Effective Date.
- E. **Term.** The term of this Easement shall be perpetual, provided that Grantor shall have the right to terminate the Easement and remove any improvements thereon in the event that: (1) Grantee constructs any improvements in the Easement area other than the Driveway; or (2) Grantee fails to remove the shed structure and gravel drive described in Paragraph D within sixty (60) days of the Effective Date.
- F. **Costs.** Grantee agrees that it is responsible for the costs incurred by Grantor in preparing easement plan attached hereto as Exhibit C, the costs of recording this Agreement, and the costs of any transfer taxes associated with the recording, if any. Grantee shall make such payment to Grantor within ten (10) days of receipt of Grantor's written request for such payment.

- G. Covenants to Run with Land:** The Easement granted pursuant to this Agreement shall be perpetual and shall be appurtenant to and shall run with Grantor's Property and Grantee's Property, subject to Grantor's right to terminate in Paragraph E.
- H. Governing Law:** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.
- I. Recordation:** This document is intended to be recorded.
- J. Binding Effect:** This Agreement and all terms and conditions thereof shall be binding upon and inure to the benefit of the all parties, their heirs, successors and assigns. This Agreement constitutes the entire agreement of the parties and cannot be amended unless agreed to in writing executed by all parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE 1 - EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals to this Agreement with the intent of being legally bound hereby as of the date first written above.

ATTEST:

TOWNSHIP OF O'HARA

By: _____

Julie A. Jakubec, CPA, CGMA
Manager, O'Hara Township

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this _____ day of _____, 2023, before me, a notary public, personally appeared Julie A. Jakubec, CPA, CGMA, Township Manager of **THE TOWNSHIP OF O'HARA**, a political subdivision of the Commonwealth of Pennsylvania, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

My commission expires:

[SIGNATURE PAGE 2 - EASEMENT AGREEMENT]

NICHOLAS RAY STAHLNECKER

BRITTANY RENA STAHLNECKER

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this _____ day of _____, 2023, before me, a notary public, personally appeared **NICHOLAS RAY STAHLNECKER and BRITTANY RENA STAHLNECKER**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My commission expires:

EXHIBIT A - LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THAT CERTAIN LOT OR PARCEL OF GROUND situate in the Township of O'Hara, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING on the westerly side of Freeport Road, as widened to 70 feet, on line of land now or formerly of Pittsburgh Outdoor Advertising; thence along said westerly side of Freeport Road, South 3° 03' East 151.10 feet to a point of curve; thence continuing along said side of Freeport Road in a southerly direction by the arc of a circle having a radius of 3779.83 feet for an arc distance of 8.56 feet to a point on line of land now or formerly of F. Allen; thence along said land South 84° 59' West 258.16 feet to a point; thence continuing along said land South 2° 12' East 175.75 feet to a point; thence still continuing along said land South 16° 43' West 67.11 feet to a point; thence still continuing along said land South 3° 02' East 74.22 feet to a point; thence still continuing along said land South 3° 46' West 30.54 feet to a point; thence still continuing along said land and thence along land now or formerly of R. E. Wilson, North 81° 03' East 273.84 feet to a point on the westerly side of Freeport Road aforesaid; thence along said Freeport Road in a southerly direction by the arc of a circle curving to the right having a radius of 3779.83 feet, for an arc distance of 551.19 feet to a point on line of land now or formerly of Boyd; thence along said land North 61° 53' West 427.01 feet to the easterly property line of the Village of Montrose; thence North 1° 29' East 832.21 feet to a point; thence North 6° 51' West 224.08 feet to a point on line of land now or formerly of R. D. Cimino; thence along said land and land now or formerly of Pittsburgh Outdoor Advertising, South 62° 27' East 484.84 feet to the place of beginning.

Also being designated Block 291-M, Lot 80 in the Deed Registry Office of said County.

EXHIBIT B – LEGAL DESCRIPTION OF GRANTEE’S PROPERTY

ALL those certain lots, known as Lots and pieces of ground known as Lot Nos. 19, 20, 21 and 22, inclusive, situate in the Township of O’Hara, County of Allegheny and Commonwealth of Pennsylvania, being part of a block of lots known as Block D in the Modern Life Insurance and Improvement Trust Company of Pittsburgh, Plan of the First Ward of the Village of Montrose, recorded in Plan Book Volume 4, Pages 296, 297 and 298, said Block of Lots being divided through Lots Nos. 1 to 10, both inclusive, and Lots Nos. 11 to 22, both inclusive, by an unused and unopened alley known as Park Lane. Lots Nos. 19, 20, 21 and 22 are bounded on the Easterly side by an extension of Linden Avenue, on the Northerly side by Rural Lane, on the Westerly side by Essex Way, and on the Southerly side by the boundary and dividing line of Lots Nos. 18 and 19 in said Block of lots.

SPECIFICALLY, from a point of beginning on the dividing line between Lots Nos. 18 and 19 in said Plan where said point intersects Linden Avenue; thence from said point North 26° 45’ East, a distance of 100 feet along Linden Avenue to a point intersection Rural Lane; thence from said point North 63° 15’ West, 154 feet along Rural Lane to a point intersecting Essex Way; thence from said point South 26° 45’ West along Essex Way a distance of 100 feet to a point; thence from said point South 63° 15’ East a distance of 154 feet to the place of beginning.

BEING designated as Block 291-S-84 in the Deed Registry Office of Allegheny County, Pennsylvania and containing a residence known as 214 Linden Avenue, O’Hara Township, PA 15238.

EXHIBIT C – EASEMENT LEGAL DESCRIPTION

All that certain parcel of ground situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania, being an easement for ingress, egress, and regress for driveway purposes, over and through the lands of the Grantor herein, being more fully described herewith:

Beginning at a point on the northerly line of lands now or formerly of William Knepp II and Rachel Kittenbrink, being Lot 22 in Section D of the First Ward of the Village of Montrose Plan, as recorded in the Department of Real Estate in Plan Book Volume 4 pages 296-298, where the same is intersected by the westerly right of way line of Linden Avenue, a forty (40) foot public right of way, and the southerly right of way line of an unopened twenty (20) foot right of way, being the dividing line of Lot 22 and the unopened twenty foot right of way in said Plan; thence along said dividing North 63 degrees 10 minutes 17 seconds West for a distance of 64.00 feet to a point, said point being the true place of beginning; thence continuing with the dividing line of Lot 22 and the right of way line of the twenty foot unopened right of way North 63 degrees 10 minutes 17 seconds West for a distance of 60.00 feet to a point; thence by a line through the twenty foot unopened right of way in said Plan and through the lands now or formerly of the Township of O'Hara North 44 degrees 42 minutes 20 seconds East for a distance of 35.27 feet; thence by a line through lands of the Township of O'Hara South 59 degrees 10 minutes 17 seconds East for a distance of 23.00 feet; thence continuing with a line through lands of the Township of O'Hara and through the twenty foot unopened right of way in said Plan South 12 degrees 32 minutes 49 seconds East for a distance of 41.35 feet to a point on the dividing line of Lot 22 and the twenty foot unopened right of way in said Plan, the true place of beginning.

Said parcel as herein described having an area of 1,353 square feet.